

MICHIGAN TECH DANIELL HEIGHTS APARTMENTS
TERMS & CONDITIONS OF OCCUPANCY
Family Area Rental Contract

I. DEFINITIONS

1. The Michigan Tech Daniell Heights Family Area is defined as the undergraduate and graduate students, visiting scholars, post-docs, faculty and staff housing area in the 1800, 1900, and 2000 blocks, plus buildings 2101-2103 in the 2100 block of Daniell Heights.
2. This rental contract defines the CONTRACT HOLDER as the person living in the apartment that signs as CONTRACT HOLDER and is fully responsible for paying the monthly rent as well as any apartment damage charges or other miscellaneous charges. The CONTRACT HOLDER must be a faculty or staff member, married student or student with a dependent, single student 21 years or older or senior status (90 credit hours or more). CONTRACT HOLDERS must have the Michigan Tech Daniell Heights apartments address as their primary mailing address.
3. This rental contract defines the CO-TENANT(s) as the person(s) 21 years or older, senior status (90 credit hours or more), married, or a student with a dependent. Faculty and staff may not be CO-TENANT(s). Spouses or dependents of the CONTRACT HOLDER 18 years or older must sign the contract as a CO-TENANT(s). All the CO-TENANTS must sign the contract and have the Michigan Tech Daniell Heights Apartments address as the primary mailing address.

II. OCCUPANCY & ELIGIBILITY

1. OCCUPANCY LIMITS

Occupancy shall be limited to CONTRACT HOLDER, CO-TENANT(S) and their respective family members under the age of 18. The occupancy of a one bedroom apartment shall not exceed two adults or 4 persons total, the occupancy of a two bedroom apartment shall not exceed three adults or 6 persons total and the occupancy of a three bedroom apartment shall not exceed four adults or 8 persons total. Only families with dependents may occupy three bedroom apartments. Unapproved occupancy in excess of these limits of over 30 days, whether or not consecutive, will result in additional charges of \$200 per month and/or eviction at the UNIVERSITY'S option. The CONTRACT HOLDER must continuously reside in the apartment except during normal school breaks and will be solely responsible for the payment of all rents, for compliance with all agreement obligations, and for assuring compliance by all other CO-TENANTS, occupants or guests with all such obligations and with these "Terms & Conditions".

2. UNIVERSITY AFFILIATION REQUIREMENT

Initial and continued occupancy requires that CONTRACT HOLDER is and remains a continuing student enrolled at, or employee of the UNIVERSITY. Students must be full-time students Fall and Spring semesters each year. If the resident is a faculty or staff, they must be employed by the University to live in an apartment.

III. TERMINATION - BY CONTRACT HOLDER

1. CONTRACT TERMINATION

- 1.1 A CONTRACT HOLDER who has completed academic work, or is academically suspended, or terminated, or withdraws voluntarily or involuntarily, MUST submit "**NOTICE**" to the Michigan Tech Daniell Heights Apartments Office thirty (30) days in advance of vacating if the vacate coincides with the end of a term. If vacating does not coincide with the end of a semester, the contract holder is responsible for paying rent to the end of the semester or until the apartment is rerented. Residents vacating during the summer semester only need to give a 30 day vacate notice. **THE CONTRACT HOLDER IS REQUIRED TO GIVE THIRTY (30) DAYS NOTICE TO VACATE EVEN THOUGH INTENTION TO VACATE IS ON THE CONTRACT ANNIVERSARY DATE.** Forms may be obtained from the Michigan Tech Daniell Heights Apartments Office.
- 1.2 The thirty (30) day period shall commence on the day of receipt of said notice in the Michigan Tech Daniell Heights Apartments Office. The counting of day one starts on the day after the notice is submitted at the Office. CONTRACT HOLDER agrees to vacate the apartment on or before the thirty (30) days set forth in his/her "**VACATE NOTICE**". Charges will be assessed at four (4) times the daily rental rate for each day the CONTRACT HOLDER, CO-TENANT(S) or family members, remain in possession beyond the vacate date indicated on the "**VACATE NOTICE**". CO-TENANTS must vacate at the same time as the CONTRACT HOLDER.
- 1.3 Failure to submit a "**VACATE NOTICE**" will result in additional charges equal to thirty (30) days (see 1.1 above) rent from and after the date the UNIVERSITY is informed that a vacancy exists, in addition to cleaning and damage charges.
- 1.4 All keys must be returned to the Michigan Tech Daniell Heights Apartments Office. **KEYS MUST NOT BE LEFT IN THE APARTMENT OR GIVEN TO ANOTHER PERSON TO RETURN.** Failure to return all keys will result in charges of \$30.00.
- 1.5 CONTRACT HOLDER has the right to ask any CO-TENANT to vacate if they do not pay their share of the monthly rent, but the

CONTRACT HOLDER shall remain responsible for the full monthly contract rental amount notwithstanding vacation by any CO-TENANT.

- 1.6 If CONTRACT HOLDER decides to vacate the apartment, a CO-TENANT may take over the contract as CONTRACT HOLDER provided they are currently enrolled or employed at Michigan Tech, were listed as a CO-TENANT on the Rental Contract [with the apartments Woodmar Drive address](#), and have resided in the apartment for at least one semester. Each time there is a new CONTRACT HOLDER, or CO-TENANT(S) are added or removed, a new contract must be signed. An apartment may be transferred to a CO-TENANT only one time. Once that tenant vacates, any remaining occupants must also vacate and the apartment becomes available for individuals on our waiting list according to the established priority.
- 1.7 A CONTRACT HOLDER who wishes to terminate this rental contract and remain enrolled in the subsequent semester at Michigan Tech UNIVERSITY **MAY NOT** do so unless prior written approval is received from the Assistant Director of Apartment Housing and Life of the Michigan Tech Daniell Heights Apartments. It is our intention to withhold approval except for extreme exceptions.
- 1.8 In the unlikely event that an early release is granted, the "**VACATE NOTICE**" procedure described in 1.1 to 1.3 above must be followed.
- 1.9 The CONTRACT HOLDER who vacates an apartment and is **NOT** released from the rental agreement will be responsible for the entire apartment rent according to 1.1 above. If a CO-TENANT has lived in the apartment for a semester and is a Michigan Tech student or employee, [and no co-tenant takeover has occurred](#), the CO-TENANT can become the CONTRACT HOLDER in the event of CONTRACT HOLDER'S termination prior to the regular termination date. If no CO-TENANT meets these requirements the CO-TENANT(S) must vacate the apartment concurrent with the CONTRACT HOLDER.
- 1.10 A CO-TENANT added after the first day of classes during the CONTRACT HOLDER'S final semester at Michigan Tech is not eligible to take over the contract when that CONTRACT HOLDER leaves.
- 1.11 Subletting of apartments is not allowed.
- 1.12 A CONTRACT HOLDER who wants a CO-TENANT to move from the apartment must give the CO-TENANT thirty days written notice by signing, along with the CO-TENANT, a Contract Holder Vacate Notice form in the Daniell Heights office.

IV. TERMINATION - BY UNIVERSITY:

1. **THE UNIVERSITY MAY TERMINATE THIS CONTRACT BY GIVING THE CONTRACT HOLDER and CO-TENANT(S) THIRTY (30) DAYS WRITTEN NOTICE OF TERMINATION** in the event it desires the premises to be vacated at any time; except when the CONTRACT HOLDER or CO-TENANT is asked to leave for disciplinary reasons, is specifically sanctioned under the UNIVERSITY Code of Conduct as a result of UNIVERSITY disciplinary action, is no longer employed by the UNIVERSITY, or is in breach of any term of the Rental Agreement *Terms & Conditions*, in which cases the CONTRACT HOLDER or CO-TENANT may be requested to immediately vacate the premises.
2. CONTRACT HOLDER, CO-TENANT(S) and any occupants must vacate upon receipt of proper notice. Any Failure to vacate will result in charges equal to four times the daily rental rate. Extensions must be approved in writing by the Assistant Director of Apartment Housing and Life.

V. UNIVERSITY RESERVES THE RIGHT TO:

1. **FURNISH UTILITIES**, specifically; electricity, water, heat, and such other services as it may deem appropriate. The UNIVERSITY shall not be liable for failure to provide any of these services which it may agree to provide when such failure is caused by conditions beyond the control of the UNIVERSITY, or by accidents, repairs, emergencies, labor disturbances, or labor disputes of any character, whether resulting from or caused by acts of the UNIVERSITY or otherwise, nor shall such failure give CONTRACT HOLDER the right to vacate; nor shall the UNIVERSITY be liable under any circumstances for loss of or damage to property, however occurring, through or in connection with or incidental to the furnishing of any of the said services. Any service or utility not provided by the UNIVERSITY and desired by the CONTRACT HOLDER shall be the sole responsibility of the CONTRACT HOLDER and may be installed or received only if approved by UNIVERSITY and in compliance with UNIVERSITY'S conditions of approval.
2. **KEEP THE PROPERTY** in reasonably livable condition (excluding routine interior apartment cleaning during the term of the contract, which shall be CONTRACT HOLDER'S sole responsibility).
3. **PROVIDE A LAUNDRY ROOM** equipped with a washer and dryer for each building.
4. **TERMINATE OR TEMPORARILY SUSPEND** the contract without notice in case of an emergency that would make continued operation of student housing not possible.
5. **DETERMINE AT ITS DISCRETION** that, due to past or current behavior and/or criminal activity on the part of the applicant or current resident, the University's best interests would be best served if the applicant or resident is not permitted to reside in the apartments.

VI. CONTRACT HOLDER AGREES TO THE FOLLOWING:

1. CLEANING and DAMAGES

- 1.1 The CONTRACT HOLDER agrees to pay for damages and necessary cleaning which is noted at the time he/she vacates. The payment will be deducted from the cleaning/damage deposit that the CONTRACT HOLDER pre-paid upon initiation of the contract. Any overage will be credited to the CONTRACT HOLDERS account. Any shortage will be charged, with payment to be made upon demand.
- 1.2 The CONTRACT HOLDER shall be personally responsible for any damages to UNIVERSITY property resulting from the intentional or negligent act of the CONTRACT HOLDER, CO-TENANT, any member of his or her household or guest. Loss of property on or damage to common areas may be assessed to occupants of the apartment, floor, building or contiguous area in the good faith discretion of the UNIVERSITY. Payment shall be made upon demand.

2. **LIVING AREAS, COMMON HALLS, STAIRS, and LAUNDRY ROOM CLEANLINESS** are the responsibility of the CONTRACT HOLDER.

3. CONDITION of PREMISES

- 3.1 The CONTRACT HOLDER and CO-TENANT(S) acknowledge the receipt of the premises and furnishings in good order and repair, and in clean, livable condition; agree to maintain the said premises and furnishings in good and clean condition at all times, and will refrain from creating any condition that may be considered detrimental to the health and safety of himself or herself or others.
- 3.2 CONTRACT HOLDER and CO-TENANT(S) will report immediately any loss or damage or utility failure to the Assistant Director of Apartment Housing and Life and will keep doors and windows closed during the winter months to prevent unnecessary utility usage or freezing damage.
- 3.3 The CONTRACT HOLDER, at the termination of this agreement, shall deliver said premises in as good order and repair as the same were on the date of execution of this agreement, reasonable wear and tear excepted. If repairs are made necessary by his/her act of neglect or that of CO-TENANT(S) or guests, the repairs may be made by the UNIVERSITY and the expense thereof shall be paid by the CONTRACT HOLDER to the UNIVERSITY on demand.
- 3.4 Apartment walls and ceilings must be maintained by CONTRACT HOLDER in good condition with UNIVERSITY approved materials and colors; if not, the CONTRACT HOLDER will be charged for repainting. No changes 1) in the color, texture or finish of any floor or ceiling, or 2) in the texture of any wall finish, or 3) of any UNIVERSITY supplied furniture, fixture or appliance, may be made.
- 3.5 The CONTRACT HOLDER agrees to file his apartment condition and furnishings "**CHECKLIST**" (available at the Michigan Tech Daniell Heights Apartments Office) within seven days of occupying his/her apartment.

4. DISTURBING OTHER RESIDENTS

- 4.1 CONTRACT HOLDER shall not use, or permit the use of, the premises for any purpose in violation of any law, ordinance, or regulation of any governmental authority or in any manner that will constitute waste or a nuisance or which disturbs the quiet enjoyment of any other resident.
- 4.2 The making of any loud or disturbing noise at any time, specifically including the playing of radios, televisions, or sound equipment, or noisy parties, vocal or instrumental music, or shouting, or pounding and banging on walls, floors, doors, windows, or ceilings, is prohibited.
- 4.3 CONTRACT HOLDER shall not permit any unusual or objectionable odors (excluding cooking odors) to permeate or emanate from their apartment.

5. EXTERIOR AREAS

- 5.1 No permanent or temporary installation of privately owned playground equipment will be permitted.
- 5.2 Regulations do not permit driving over the lawn. Loading or unloading must be made from parking lots, so as not to damage the grass and shrubbery. Charges will be assessed to CONTRACT HOLDER for damage to the building and grounds.
- 5.3 No shrubs, flowers, vegetables, or plants of any kind shall be planted in the grounds by the residents except in designated areas.

6. FIRE HAZARDS

- 6.1 CONTRACT HOLDER shall permit nothing to be done on the premises nor shall they bring or allow anything thereon which will increase the fire risk, or in any way conflict with the rules of the local fire department.
- 6.2 Occupants shall not store flammable or hazardous materials such as gasoline, lighter fluid, or propane on the premises.

7. FURNISHINGS and FIXTURES

Furnishings and fixtures belonging to the UNIVERSITY must not be moved out of the apartment unless prior permission is granted by the Manager of Housing Facilities. Only CONTRACT HOLDERS may submit a furniture removal request.

8. **HANDBOOK**

For your convenience the Michigan Tech Daniell Heights Apartment Living Guide is available online at: <www.housing.mtu.edu>. You are responsible for knowing and understanding your contract, terms and conditions, and other important information included in the handbook. The terms of the handbook, are incorporated into this contract. In the event of any conflict the contract terms will supersede the handbook.

9. **LIABILITY**

CONTRACT HOLDER and CO-TENANT(S) are advised to carry personal property insurance and assume all liability for damage to their personal belongings or loss of them. The insurance carried by the UNIVERSITY does NOT cover any personal belongings. CONTRACT HOLDER is liable for damages to UNIVERSITY property arising out of CONTRACT HOLDER'S or CO-TENANT'S or any guest's negligence or intentional misconduct.

10. **LOCKING DEVICES**

No extra CONTRACT HOLDER or CO-TENANT installed locking device shall be attached to any door, door jamb or door frame in the apartment. Violation will result in immediate removal of the locking device with any damages caused by removal charged to the CONTRACT HOLDER.

11. **MOTOR VEHICLES**

11.1 One parking space is designated by number for each apartment. A very limited number of spaces are available for guest parking. **ALL** vehicles must be registered and used in accordance with current UNIVERSITY regulations. CO-TENANT(S) will have the opportunity for a parking spot in the overflow lot as space is available. All vehicle owners will be required to move their vehicle for snow removal as notified.

11.2 CONTRACT HOLDER shall not make major repairs to their vehicles on the premises.

12. **NON-LIABILITY OF UNIVERSITY**

The UNIVERSITY assumes NO LIABILITY, and shall not have any liability for:

12.1 The loss, damage or theft of any personal property.

12.2 The loss due to damages or personal injury resulting from the use of playground or recreational equipment or the user of any exclusively occupied area or common area.

12.3 The loss due to damages or personal injuries resulting from electrical wiring, plumbing, heating, water, ice, snow, steam, sewage, gas line or from any other damage.

12.4 The loss due to damages and personal injury resulting from the negligence of any other resident in the area.

13. **PERIODIC CLOSING OF WOODMAR DRIVE**

The UNIVERSITY may close Woodmar Drive to traffic for reasonable periods of time if it becomes necessary.

14. **PETS**

14.1 **NO PETS ARE ALLOWED ON THE PREMISES (VISITING OR OTHERWISE)** other than fish and small caged animals. The only allowable small caged animals are parakeets, canaries, finches, and birds of a smaller size or hamsters, and gerbils. Total fish tank capacity per apartment shall not exceed 55 gallons. Each apartment shall be limited to one or more cages not to exceed a total of 8 cubic feet.

14.2 Should a resident disregard this provision, CONTRACT HOLDER agrees to pay, on demand, an additional fee of \$10.00 per day per pet with a minimum charge of \$40.00. Second offenses will result in an additional fee of \$20.00 per day per pet with a minimum charge of \$80.00. Third offenses or failure to pay any additional fee assessed on the due date of the next rental payment will result in termination of the lease (eviction).

15. **ENTRY, REPAIRS, INSPECTIONS, and INSTALLATIONS**

The UNIVERSITY respects the right of the residents to privacy while simultaneously being concerned about their health, safety and welfare. Authorized UNIVERSITY staff will enter apartments at reasonable times to inspect the condition of the premises and furnishings, and to perform necessary maintenance, custodial and installation services. Authorized UNIVERSITY staff will enter when they have information that would cause a reasonable and prudent person to believe that conditions exist which represent:

- an immediate threat to the safety, health or welfare of residents
- an immediate threat to property
- a violation of UNIVERSITY regulations requiring action

16. **REPRESENTATIONS and WAIVERS**

Representatives of the UNIVERSITY have not made any promises with respect to premises or apartments other than mentioned herein. The failure of the UNIVERSITY to enforce any of these terms shall not be considered as a waiver of the terms; the same shall continue in force and effect.

17. **SNOW and ICE REMOVAL**

CONTRACT HOLDER is responsible for removing snow and ice from the breezeway and walks in front of the apartment and between the building and the street and assumes full liability for any personal or property damage resulting from their failure to remove such snow and ice. CONTRACT HOLDER further agrees to fully indemnify the UNIVERSITY for any damage which it incurs as a result of failure to comply with the provisions of this paragraph.

18. **ATTORNEY'S FEES**

If CONTRACT HOLDER defaults in the performance of any obligation under this contract, CONTRACT HOLDER shall pay, in addition to any other sums owed, UNIVERSITY'S reasonable attorney's fees and other costs related to the enforcement of the obligation. This clause applies in any lawsuit, action, or proceeding brought by the UNIVERSITY to enforce the CONTRACT HOLDERS obligations under this contract, whether or not the contract is terminated and whether or not the UNIVERSITY files a formal lawsuit, action, or proceeding in court.

19. **IMMIGRATION STATUS**

No CONTRACT HOLDER or CO-TENANT may remain an occupant in Michigan Tech Daniell Heights Apartments if a change in their immigration status causes them to become "out of status" and illegal as determined by INS regulations. Michigan Tech reserves the right to immediately terminate the rental agreement of any such CONTRACT HOLDER or CO-TENANT and will incur no liability to the CONTRACT HOLDER or CO-TENANT for such termination. Furthermore, no CONTRACT HOLDER may permit their apartment to be used by guests who do not have proper INS immigration status to remain in the USA.

20. **ABANDONMENT**

If the CONTRACT HOLDER is physically absent from the apartment and owes unpaid rent, and if the UNIVERSITY has reason to believe in good faith that the CONTRACT HOLDER has vacated the apartment with no intent to continue CONTRACT HOLDER'S residence, then the apartment will be deemed conclusively to have been abandoned by the CONTRACT HOLDER. The UNIVERSITY may enter abandoned premises to perform repairs, maintenance and cleaning and to reassign the apartment. A determination of abandonment shall also constitute a conclusive determination that all personal property of the CONTRACT HOLDER remaining on the premises has been abandoned. CONTRACT HOLDER shall pay to the UNIVERSITY any costs associated with removing such personal property from the premises. If personal property is not claimed within 120 days it will be donated to charity.

21. **COMMERCIAL USE**

CONTRACT HOLDER and CO-TENANT(S) agree not to conduct business or commercial activity in or from the apartment, nor inscribe nor affix any signs, advertisements or notices on the inside or outside of the building or premises. Any exceptions must be in writing by the Assistant Director of Apartment Housing and Life.

22. **CHILD AND GUEST SUPERVISION/PLAYGROUND INJURY**

CONTRACT HOLDER and CO-TENANT(S) are solely responsible for supervising their children and all guests while on UNIVERSITY property so as to prevent harm to them, to other persons, or to property. CONTRACT HOLDER and CO-TENANT(S) agree to be financially responsible for, and to indemnify and hold the UNIVERSITY harmless from, all injuries to their children or to other persons and all damage to UNIVERSITY property or the property of others on UNIVERSITY property as a result of their or of their child's or guests actions.

VII. FUTURE REGULATIONS

The UNIVERSITY reserves the right to make such regulations as it may deem necessary for securing the maximum comfort, convenience, and safety of all apartment residents. It is understood that such changes or additional rules, regulations or terms and conditions of occupancy will be announced to the CONTRACT HOLDER by written communication 30 days prior to their enactment and shall thereafter be binding on all residents.