

# SHORELINE RIDGE APARTMENTS LEASE AND RENTAL AGREEMENT

## I. Rental Agreement

Upon acceptance, this Shoreline Ridge Rental Agreement becomes legally binding on the University of Utah Office of Residential Living (herein called "ORL") and the individual signing below (herein called "Student").

## II. Conditions and Terms of this Agreement

- A. Full Conditions and Terms.** The Student and ORL enter into this Agreement in accordance with the full terms and conditions described herein. No term or condition of this Agreement can be waived, and no statement made by ORL or its agents is considered a waiver of any term or condition. Should any clause or portion of this Agreement be held invalid, the other portions continue to be in force.
- B.** The Student agrees to abide by all terms and conditions of this Agreement, including, but not limited to, the obligation to pay for the full length of the Agreement.
- C. Registered Student.** The Student agrees to be a registered student at the University of Utah throughout the duration of the Agreement, except as permitted herein.
- D. Effective Date.** When the Student submits a properly completed Shoreline Ridge Agreement and a Heritage Commons Apartment Application form, with the required deposit, this action constitutes an offer to live in Shoreline Ridge. Acceptance by ORL is effective when ORL sends the Student written notification of the room assignment through first-class U.S. mail or University campus mail, e-mail or hand delivers notification of apartment assignment to the student.
- E. Included Conditions/Terms.** The Apartments Application form, "Rates & Dates" form, other ORL publications, and all University and ORL policies and procedures are incorporated herein and become part of the Agreement.

## III. Duration of Agreement

- A. 90-Day Minimum Lease.** This Agreement obligates the Student to a minimum lease of 90 days. Thereafter, the Agreement continues on a month-to-month basis subject to the other conditions in this Agreement. The Student's withdrawal from the University does not supercede this minimum lease.
- B. 30-Day Notice Conditions.** The Student must submit a written notice to ORL a minimum of 30 days before his/her intended date to vacate. The earliest that the Student can submit a written notice to ORL of his/her intent to vacate is 60 days from the effective date on this Agreement contract. If the Student vacates the apartment in less than 30 days from the written notice of intent to vacate, he/she is liable to pay rent for the remainder of the 30-day period. The Student forfeits his/her right to reenter the apartment once the keys are returned; however, she/he is still liable for rent for the full 30-day period.
- C. Occupancy Liability.** The Student is liable for rent and fees for the entire length of this Agreement, regardless of occupancy, unless the Student satisfies the conditions set forth in section V, paragraph D.

## IV. Application/Assignment/Apartment and Room Access

- A. Application.** The Student's application will be processed regardless of the status of the Student's acceptance to the University. If admission to the University is denied, the application will be cancelled and the deposit refunded upon written request, if said request is received by ORL within seven days of the date on which the notice of non-acceptance was mailed or delivered to the Student.
- B. Assignment.** Assignment priority is based on date of receipt of the Apartments Application form with the required deposit and subject to the Student's date of availability. ORL assigns apartments and apartment-mates without regard to race, religion, or national origin. The University of Utah seeks to provide equal access to its programs, services and activities for people with disabilities. Reasonable prior notice is needed to arrange accommodations.
- C. Apartment and Room Preferences.** Preferences for apartment/room assignments are contingent upon availability and are not guaranteed.
- D. Consolidation.** ORL reserves the right to reassign residents for the purpose of consolidation and to schedule unoccupied rooms for conference use throughout the year.
- E. Access to Apartments/Rooms.** ORL reserves the right to maintain and preserve Shoreline Ridge accommodations. The Student hereby agrees that ORL personnel may enter the Student's apartment and/or room at any reasonable time for fire safety inspection, maintenance, cleaning, inventory, emergencies, occupancy verifications and general repairs, and to prepare the apartment and/or room, when necessary, for new occupants. ORL will make a reasonable effort to notify the Student in advance of all inspections.
- F. Warrants.** The Student hereby authorizes ORL personnel to allow access to the Student's apartment and/or room when access is requested by any law enforcement officer possessing a valid search or arrest warrant.
- G. Nuisance/Hazard.** ORL reserves the right to remove and hold in storage any nuisance items or items hazardous to the building or its occupants.

## V. Agreement Termination/Student Noncompliance

- A. Agreement Cancellation.** ORL may cancel this Agreement, with advance notice in writing, forfeit the deposit and/or reassign the room for circumstances including, but not limited to the any of the following reasons:
1. The Student fails to maintain Shoreline Ridge Apartments' eligibility requirements;
  2. The Student fails to respect the rights of other residents, or creates any loud noise, obnoxious smell, or other sensual disturbance that interferes with the quiet and peaceful enjoyment of residents. Excessive noise includes, but is not limited to, the loud use of a musical instrument, television, stereo, or other amplified sound equipment;
  3. The Student fails to pay rent or other charges owed when they are due (Student understands that ORL is required to give advance notice in cases of delinquent rent);
  4. The Student, or a member of his/her family, or guest fails to abide by and follow the rules and regulations contained herein or added hereafter, or to abide by other pertinent University of Utah and ORL regulations or policies;
  5. The Student, or a member of his/her family, or guest repeatedly disturbs other residents and/or commits repeated or multiple violations of University of Utah or ORL policies;
  6. The Student, or a member of his/her family, or guest engages in any criminal activity that endangers the health, safety, comfort, and well being of other residents, and/or does not comply with the rules and regulations of federal, state, or local laws; or,
  7. Fire or other casualty makes the room unlivable.
- Note:** The Student will be held financially responsible for the contractual obligations under the Agreement up to the date in which ORL cancels the Agreement.
- B. Student Noncompliance.** In the event that the Student fails to comply with every condition of this Agreement, ORL may take any one of the following actions against the Student:
1. Cancel this Agreement without notice.
  2. Serve notice and evict the Student pursuant to applicable state laws and/or University regulations.
  3. Take action to recover the cost of damage caused by the Student.
  4. Utilize any and all other remedies, including equitable and legal, judicial, and/or administrative relief, which are available.
- Note:** When the Student's actions or inactions necessitate intervention or action from a collection agency or an attorney on behalf of the University, the Student will be responsible for any and all fees, attorney's fees and court costs as they relate to said actions. Such items may include recovery of rent due and/or damage costs, collection fees, eviction proceeding for non-compliance, or others, as warranted.
- C. Administrative Judicial Proceedings.** In addition, or as an alternative to canceling this contract for violation of its terms, ORL may take disciplinary action provided for under University policies.
- D. Contract Release.** The Student may be released from this Agreement by ORL when any of the following occurs:
1. The Student is not admitted to the University of Utah for any semester during the term of this Agreement. The Student can be released from the Agreement only if all prior contractual obligations, such as rent and upkeep of premises, have been met.
  2. The Student ceases to be a registered student at the University of Utah. To be released, all prior contractual obligations must have been met.
  3. The Student finds a replacement who meets eligibility requirements and availability. All replacements must be approved in advance by ORL.
- Note:** A resident finding a replacement cannot guarantee the same room assignment to the replacement. The assignment is based on availability and current waiting list conditions.
4. The Contract Release Review recommends that the Student be released from the Agreement.

I hereby contract with ORL to rent an apartment unit. I agree to pay rent monthly, in advance, on or before the first day of the month. I understand that my account will be considered delinquent if I have not paid it in full by the close of business (5:00 p.m.) on the first business day of each month. Furthermore, if my account is not paid in full by the close of business on the 7<sup>th</sup> calendar day of each month, ORL will assess a \$20.00 late fee, and I hereby agree to pay it. I understand that ORL has the right to increase rental rates during the term of this Agreement with 30 days written notice.

I hereby acknowledge receipt of an Assignment Notification. I understand that ORL has the right to make changes in this Agreement, guidelines, other policies, and regulations, by giving 30-days written notice. Upon receipt of such notice, I will be held responsible for compliance with said changes.

Student Signature

Date

Print Student Name