# Doc. No. U-

****

UMC Long-Term Summer Housing Agreement

 **THIS AGREEMENT** is entered into effective as of       by and between Regents of the University of Minnesota (the “University”), a Minnesota constitutional corporation, and       (the “Resident”).

**1. Use.** University grants Resident the right to occupy the premises described as Room(s)       in      , a housing facility located on the UMC Campus in Crookston, Minnesota (the “Premises”). Additional persons occupying the Premises, if any, are as follows:      . A maximum of       [     ] persons may occupy the Premises described in this Agreement. If any persons occupying the Premises are minors, Resident will be responsible for supervising those minors while on the Premises.

 1.1 University, in its sole discretion, reserves the right to substitute the Premises with comparable rooms in another housing facility on the UMC Campus.

 1.2 Resident will keep the Premises in good, clean condition and will occupy the Premises according to the terms of this Agreement, all University policies, rules and regulations (including prohibitions on pets, smoking, alcohol, gambling and weapons) and all applicable federal, state and local laws, ordinances, rules and regulations. In addition, Resident agrees to use the Premises in accordance with all guidance published by the Centers for Disease Control and Prevention (“CDC”), the Minnesota Department of Health (“MDH”), and University related to the safe use of the Premises for summer housing. Resident will not assign its rights under this Agreement, nor permit persons not named in Section 1 to occupy the Premises without University's prior written consent, which consent University may grant or withhold in its sole discretion.

**2. Term.** Resident and those persons named in Section 1 will occupy the Premises from       through       (referred to in this Agreement as the “Term”).

**3. Rental Payment.** Resident will pay to University as payment for its use of the Premises during the Term the sum of $      (the “Rental Payment”). Resident will make all Rental Payments at the Summer Housing Office, 1110 Centennial Hall. The first Rental Payment of $      is due at check-in. Remaining Rental Payments are due as follows: $      on      , $      on      , and $      on      . Failure to make payment when due will result in the termination of this Agreement. A 15 day written notification of changes in arrival or departure dates is required to avoid charges for dates on which Resident is not occupying the Premises.

**4. Summer Resident Rules and Regulations.** Resident agrees to comply with all procedures, rules and regulations in the UMC Summer Rentals Rules and Regulations (the “Rules and Regulations”) accessible at <https://crk.umn.edu/units/residential-life/summer-rentals-rules-regulations>. University reserves the right to amend the Rules and Regulations at any time, provided that no such amendment will affect Resident’s rights under this Agreement.

**5. Right of Entry.** University will have the right upon reasonable notice to enter the Premises during all business hours (except in emergency situations when entry will be immediate) for the purposes of (i) making repairs, renovations, additions or alterations, (ii) ensuring health, fire and safety regulations are observed, (iii) as a part of check in/check out procedures, or (iv) at the request of Resident.

**6.** **Personal Property.** Resident is responsible for providing linens and towels. Resident is responsible for loss of or damage to any personal property of Resident, its family members, guests or visitors located within the Premises or otherwise on University property, before, during or after the term of this Agreement.

**7.** **Indemnification.** Resident agrees to defend, hold harmless, indemnify and release University from and against any and all liabilities, losses, costs and damages, including property damage, personal and bodily injury, damage or loss to or caused by Resident, Resident’s family, other occupants, guests or visitors damage to any property of said persons in or about the Residence from any cause whatsoever.

**8. Notices.** All notices required by this Agreement will be in writing and will be delivered personally or by certified mail, return receipt requested, or via email, provided receipt is confirmed by the receiving party, to University at UMC Summer Housing Office, 1110 Centennial Hall, 2900 University Ave., Crookston, MN 56716, umcrlife@umn.edu and to Resident at      .

**9. Violations.** If Resident, including the persons named in Section 1 above and Resident’s guests or visitors, violates any term of this Agreement, the UMC Summer Resident Rules and Regulations or any University policy, rule or regulation, University may terminate this Agreement and Resident will be required to vacate the Premises immediately.

**10.** **Force Majeure.** No party to this Agreement will be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, terrorist acts, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

 **IN WITNESS WHEREOF**, University and Resident have executed this Agreement as of the date set forth above.

|  |  |
| --- | --- |
| **Regents of the University of Minnesota**By: Name:      Title:      Date:  | **Resident**By: Name:      Date:  |