# No. U-

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318 Commons

SUMMER HOUSING AGREEMENT

 **THIS SUMMER HOUSING AGREEMENT** (the **“Agreement**”)is entered into on      , 20   between Regents of the University of Minnesota, a Minnesota constitutional corporation, Rochester Campus (the "**University**"), and       (the “**Resident**”).

**1. Apartment.** University operates 318 Commons, a housing facility for University students, located at 318 First Avenue, Rochester, Minnesota (the “**Building**”). University grants Resident the right to occupy Apartment No.      in the Building (the “**Apartment**”) during the Term stated below. A maximum of four persons may occupy the Apartment described in this Agreement. No minor children will be allowed to live in the Apartment. Each resident will be required to enter into a separate Summer Housing Agreement. University, in its sole discretion, reserves the right to relocate the Apartment to a comparable apartment in the Building at any time during the Term, which relocation will not be unreasonably undertaken.

**2. Use.** Resident will occupy the Apartment according to the terms of this Agreement, the Master Lease between University and GH Holdings, LLC, all applicable federal, state, and local laws, ordinances, rules, and regulations and all University policies, procedures, rules and regulations (including prohibitions on pets, smoking, alcohol, gambling and firearms), the [Safety of Minors Policy](https://policy.umn.edu/operations/minorsafety), if applicable, and the [Office of Residential Life Policies and Procedures](https://r.umn.edu/sites/r.umn.edu/files/2019-07/Office%20of%20Residential%20Life%20Policies%20and%20Procedures.pdf). University reserves the right to amend the Office of Residential Life Policies and Procedures at any time, provided that no such amendment will adversely affect the rights explicitly granted to Resident in this Agreement. University shall provide each Resident access to all University policies, procedures, rules, and regulations before or upon checking in. In addition, Resident agrees to use the Building 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 Building for summer housing. The foregoing specifically includes, but is not limited to, all CDC, MDH, and University guidance related to COVID-19 including, but not limited to, [University’s COVID Health and Safety](https://r.umn.edu/spring-2021/health-and-safety) webpage.

**3. Term.** Resident will occupy the Apartment from      , 20   through      , 20   (referred to in this Agreement as the “**Term**”).

**4. Rent.** Resident will pay to University for Resident’s use of the Apartment a payment of $      (the “**Rent**”) for the entire Term. Payment of 50% of Rent is due upon the signing of this Agreement with the balance of Rent due      .

**5. Utilities and Services.** University shall provide heat, electricity, sewer/water services, trash removal and major maintenance and repairs to the Building and the Apartment. Resident will deposit trash and recyclable materials in the designated trash receptacles and shall keep the Apartment in good clean condition and order. Resident is responsible for providing bed linens, towels, and shower curtain.

**6. Check-In and Check-out Procedures.** University housing staff will give Resident (or group organizer, if applicable) access to the Apartment at check-in and a Check-In Inspection Form to be completed by Resident for documenting all existing damages. Failure to complete and return a Check-In Inspection form within one week of check-in may result in a charge of $100.00. Resident must schedule an inspection of the Apartment to occur within 24 hours of check-out for University housing staff to determine if any damage has occurred during the Term, normal wear and tear excepted. Failure to schedule an inspection within 24 hours of check-out will result in a $100.00 charge, in addition to the reasonable cost of repairing damage occurring during the Term. Resident’s obligation to pay for damages shall survive expiration or earlier termination of this Agreement.

**7. University Fobs/Keys**. University will provide fobs and keys at check-in. For security purposes, a lost fob or key should be reported immediately to the University and Resident must complete the Fob/Key Replacement Form within 48 hours of losing a fob or key. Resident will be charged $50 for each lost or unreturned fob, $25 for each lost or unreturned bedroom key, and $15 for each lost or unreturned mailbox key. If Resident fails to provide payment within 10 business days from the date of completing the Fob/Key Replacement Form, the amount to replace any lost or unreturned fob/keys will be invoiced to the Resident’s permanent address plus a $100 improper checkout fee.

**8. Right of Entry.** University will have the right upon reasonable notice to enter the Apartment 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, (iv) at the request of Resident, or (v) any other reasonable purpose.

**9.** **Personal Property.** University assumes no responsibility for theft, destruction or loss of Resident’s money, valuables or other personal property located within the Apartment or on University property before, during and after the Term. Resident is encouraged to obtain renter’s insurance to cover any such loss.

**10.** **Indemnification and Release.** Resident hereby defends, holds harmless, indemnifies and releases 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, guests, employees, agents, assigns, subtenants, visitors or licensees, or loss or damage to any property of said persons in or about the Apartment and the Building from any cause whatsoever. Resident is encouraged to carry renter’s insurance to protect against such losses.

**11. Guests or Assignment.** Resident will not permit guests to stay in the Apartment overnight without University's prior written consent, which consent University may grant or withhold in its sole discretion. Resident shall not assign this Agreement or sublet the Apartment.

**12. Surrender of Apartment.** Resident shall, upon the expiration or earlier termination of this Agreement or upon reassignment of Apartment as provided above, quietly yield and surrender the Apartment to University in as good a condition as when it took them, ordinary wear and tear and damage from the elements excepted. Resident shall not alter the Apartment in any way, including marring the surface of walls, furniture, etc., with tacks, nails, tapes, etc. Resident shall be solely responsible for all costs to repair damage to Apartment and Building caused by Resident or Resident’s guests during the Term, ordinary wear and tear and damage from the elements excepted. Residents may be charged and held accountable for shared spaces that do not meet the cleanliness standards required by the University. Charges may be billed to the individual, the group of roommates who utilized the same living spaces, or residents in the Building who utilized shared spaces. If an individual does not accept personal responsibility for a common area damage or cleanliness, all persons associated with that space will be charged for the damage or cleanliness issue incurred. Damage charges will be divided evenly unless University determines who is responsible for the damages. Failure to pay University’s costs to repair damage may result in denial of future requests for housing. Personal property not removed by Resident at the expiration or earlier termination of this Agreement will be considered abandoned and University may dispose of it as it deems expedient without liability to Resident or anyone else.

**13. Default.** In the event of a default by Resident of any term or condition of this Agreement, University shall have the option of terminating the Agreement immediately without refund of prepaid Rent and Resident will vacate the Apartment in accordance with Section 12 above. In the event of a default by University of any term or condition of this Agreement, the sole remedy of Resident shall be the termination of this Agreement and a refund of the Rent attributable to such failure to perform. In no event shall University be liable to Resident or others for any damages, of whatever nature, including without limitation, consequential, direct, indirect, general or lost profits, resulting from University’s default of this Agreement.

**14. Cancellation Due to Uncontrollable Event.** This Agreement may be canceled by either party if an Uncontrollable Event makes it impracticable or inadvisable to use the Building for summer housing as described in this Agreement. An **“Uncontrollable Event”** means an event or circumstance that is beyond the reasonable control and without the fault of the party impacted. An Uncontrollable Event may include, but is not limited to, an act of God; civil disorder; terrorist acts or threats; acts of governing authorities; fires, floods, and other natural disasters; strikes or other labor difficulties; public health issues or disease; facility closings or operation disruptions due to severe weather, a failure or disruption of utilities or critical equipment, an active shooter, or other emergencies; or other events, whether similar or dissimilar to the foregoing. For clarity, an Uncontrollable Event will include the COVID-19 pandemic and related circumstances, whether or not foreseeable (including, without limitation, ongoing or new quarantine orders; employee travel or other restrictions; University campus closure or policy changes; or federal, state, or local governmental orders or advisories). In the case of any such cancellation, Rent shall be equitably refunded.

**15. Resident Assistance.** For on-call assistance from University housing staff, please call (507) 517-8277. This number can be used for emergencies, lockouts, or general concerns that may arise from occupants. Issues with facilities or maintenance will be directed to 318 Commons Building Management via University housing staff. To discuss contracts or room move details, please set up an appointment with the Residential Life Director by calling (507) 258-8028 or by emailing rhousing@r.umn.edu. Notices required by this Agreement shall be sent to the Resident at the Apartment and to University at UMR Director of Residential Life, 318 Commons, Suite 100, 318 First Avenue SW, Rochester, MN  55902.

**16. Casualty.** If the Building is substantially damaged or destroyed by fire, casualty, this Agreement will automatically terminate upon the date of such damage or destruction. Upon such termination, all future obligations of each party shall cease and Rent shall be equitably refunded.

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

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

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