1. PARTIES. This agreement made by and between Winona State University, the LESSOR, and you, the LESSEE, as indicated on the Housing Application/Agreement. The LESSOR and LESSEE, in consideration of the rents, covenants, and considerations which follow do hereby agree with each other as follows:

2. ELIGIBILITY. Any person who is an enrolled student at Winona State University may enter into this Agreement. LESSEE agrees to vacate the assigned room within forty-eight (48) hours after loss of status as an enrolled student occurring during the term of this Agreement or if the LESSEE fails to register for academic credit course work. Exceptions to this requirement must be approved by the Director of Residence Life or his/her designee.

3. DURATION. Except for Summer Session Agreements, this contract is in effect for only one academic year (fall semester through spring semester) or that portion of the academic year remaining at the time of initial occupancy. This Agreement cannot be terminated except under the conditions listed in the Termination or Release provisions of this Agreement. Occupancy is subject to the provisions of paragraph 6C. Contract dates are subject to change according to the academic calendar.

4. PREMISES, ROOM ASSIGNMENTS, SERVICES.
   A. LESSOR agrees to lease and assign housing and, if applicable, board (campus dining) in its residence halls under the terms stated in this Agreement and described in the general catalogue, and the Residence Hall Handbook which are, by reference, made a part of this Agreement.
   B. LESSOR does not provide housing or board (campus dining) under this Agreement during the following recess and vacation periods: the breaks between fall and spring semesters and spring break.
   C. Room assignments for new students will be made on the basis of the date the housing application/agreement and $250 payment is submitted to the University. New students are guaranteed housing if submitted by March 1, 2013. Assignments are made at the sole discretion of the LESSOR and, when possible, in accordance with preferences that the LESSEE requests. No specific assignment based upon LESSEE’S request is guaranteed. Failure to honor such requests is not a breach of this Agreement and will not void this Agreement. New students to the University admitted after March 1, 2013 will be processed according to date of receipt of the application/agreement and $250 fee.
   D. LESSOR reserves the right to consolidate vacancies by requiring any LESSEE to move from single occupancy to multiple accommodations in the same residence hall, or “build-up” existing spaces to accommodate an additional person, qualifying all LESSEES in that room for a reduced prorated amount in accordance with the rates set by the Winona State University Housing Office and available for inspection at such office. LESSEE may request permission to use a multiple occupancy room and pay the appropriate scheduled amount on a prorated basis for the remainder of the term of this Agreement. Any permission granted hereunder shall be evidenced in writing by the LESSOR. If students choose to remain in “build up” when permanent space becomes available, permanent rate charges are incurred.
   E. LESSOR reserves the right to change room assignments for health, safety or repair services, economy or disciplinary reasons involving the LESSEE or for unresolved incompatibility of roommates. LESSOR further reserves the right to cancel this Agreement, re-enter the premises and remove a LESSEE for any violation of the terms of this Agreement or in the interest of health or discipline.
   F. LESSOR will not discriminate in room assignment on the basis of race, color, creed, religion, national origin, sexual orientation, status with regard to public assistance or disability.
   G. LESSOR agrees to provide clean habitable premises and to keep said premises in good repair, including: hallways, bathrooms and entry ways.
   H. The LESSOR shall install and maintain, in good working order, locks on all doors leading from living quarters to hallways and other common areas and to the exterior of the building.
   I. LESSOR shall provide screens, storm windows, and curtains or blinds in usable condition for windows in each room.
   J. LESSOR shall provide a bed, mattress, desk and chair in usable condition. The amenities provided in a “build-up” room may require sharing desk and wardrobe space.
   K. LESSOR may require additional information from the LESSEE including an addendum to this Agreement prior to granting assignment to the West Campus Program on the West Campus (Lourdes and Maria Halls, and Tau Center)
   L. RENTS. Room and board rates are subject to change by action of the Minnesota State Colleges and Universities. The board (campus dining) included in this Agreement is provided by the LESSOR. Credit is not given for meals missed. Credit is not given for Krzyzko Cash not used. Rates for 2013-2014 room and board are set by the MNSCU Board during May. These new rates will be incorporated as part of this Agreement.

6. PAYMENTS.
   A. LESSEE agrees that charges for damages done in the corridors, stairs, washrooms, and other areas not specifically assigned to any individual LESSEE will be levied equally against all LESSEES on the floor, residence center or in the halls unless the responsibility can be assessed against particular individuals.
   B. ADVANCE PAYMENT. LESSEE agrees to remit $250 as a prepayment of which $50 is nonrefundable on or before the date specified by LESSOR. The advance payment deadline for a LESSEE who will be a new student or transfer student is March 1, 2013 to be guaranteed a space on our campus. If the $250 payment is not received on or before March 1, 2013, LESSEE shall lose the priority assignment status and will be assigned according to the date of receipt of the application/agreement and $250 payment as space becomes available.
   C. The Winona State University Housing Agreement Refund Penalty Schedule (regarding release and termination) is made a part hereof by reference.
   D. Rental payments are due each semester and payable in accordance with Winona State University’s regular billing practices. Payment for each summer session must be made in full prior to the beginning of the Agreement period for each session. A fee of $20 per day will be charged for early arrival or late departure.
   E. LESSEE agrees to pay non-refundable telephone rates and cable television rates which are included in the semester room rate. LESSOR agrees to provide a telephone hook-up for LESSEE’S room. LESSEE is responsible for any long distance service. LESSEE agrees to provide an acceptable telephone instrument.
   F. If LESSEE is in default on any payment required by this Agreement, LESSOR shall pay to LESSOR all costs, expenses and attorney fees incurred by LESSOR in seeking and obtaining sums due LESSOR hereunder.
   G. CAMPUS DINING. A. All academic year agreements include board (meals) and a declining balance of Krzyzko Cash. All students are required to be on a meal plan. Students having a need for a room only contract must make that request in writing and be approved by the Director of Housing and Residence Life. Proof for the medical reasons will be required from the student’s physician. Rates for room and meal combination reflect a price break. This rate includes the required Krzyzko Cash. NOTE: Room-only contracts are also subject to declining balance Krzyzko Cash. A room-only contract is the prerogative of the LESSOR and failure to grant a room-only contract is not a breach of this Agreement and will not void this Agreement. Summer Session Agreements are for room-only. No board plan is available during summer sessions.
   B. Meal plans may be decreased prior to the eleventh class day of a semester. During vacation periods, no board plan is provided. Meal plans may be increased at any time.
   C. The Campus Dining Office reserves the right to adjust meal hours and service locations.
   D. QUIET ENJOYMENT. The LESSOR agrees that the LESSEE on performing the covenants contained herein, shall and may have, hold and enjoy the premises assigned for the term aforesaid, except as in this Agreement otherwise provided.
   E. RIGHT OF ENTRY. The LESSOR, its officers, employees and agents shall have the right to enter upon said assigned premises at reasonable times for the purpose of inspection and repair, preservation of health, safety and quietude, and recovery of University-owned property or to investigate possible violation of university policy.
   F. ASSIGNMENT. LESSEE shall not assign, sublet, or otherwise transfer his/her interest in the Agreement without the prior written consent of the LESSOR. Agreements are not transferable from one academic year to another.
   G. LESSOR NONLIABILITY. LESSOR is not responsible for damage or theft of LESSEE’S personal property, including money. LESSOR encourages LESSEE to carry appropriate property insurance.
   H. GUESTS. LESSEE may have guests, friends, and visitors on the premises as stated in the Residence Hall Policies and Procedures Handbook but LESSOR shall assure that such guests, friends, and visitors refrain from acts or practices which unreasonably disturb other residents or are in violation of any University rule or regulation. LESSEE is responsible for the acts and conduct of all guests, friends, and visitors. Any property damaged or University rules violated by a guest will be the financial responsibility of the LESSEE who hosted the guest.
   I. For the period of the break between Fall and Spring Semesters the LESSEE may leave their belongings in the residence hall room at no charge provided that they are returning to the residence halls for the spring semester.
   J. RULES AND REGULATIONS. A. Pets are not permitted in the residence halls at any time with the exception of fish in an aquarium (no other pets in aquarium) of less than 10 gallons volume.
B. The possession, use or storage of firearms, nonlethal weapons, fireworks, ammunition, explosives of any type, alcoholic beverages, alcoholic beverage containers, illegal drugs, drug paraphernalia, prescription drugs for non-prescribed use, air conditioners, microwaves (over 700 watts), refrigerators exceeding 4.5 cubic feet, flammable liquids in excess of five ounces, laboratory specimens, burning candles, and candle burners are prohibited in the residence halls and adjoining grounds.

C. If LESSEE is responsible for excessive noise or otherwise interferes with quiet enjoyment of the residence hall by other occupants, LESSEE will be subject to disciplinary action and eviction. In addition to other disciplinary measures, LESSEE may be required to remove stereo, musical instruments and the like from LESSEE’S assigned room.

D. LESSEE agrees to become familiar with and observe all other policies, regulations, and guidelines published in the Residence Hall Policies and Procedures Handbook and the Winona State University General Catalogue which are by reference made part of this Agreement.

E. LESSEE agrees to observe and perform the covenants set forth in Minn. Stat. § 504.181 relating to unlawful activities.

15. UPKEEP. A. The LESSEE agrees to be financially responsible for keeping the room, its furnishings, windows and doors clean and free from damage.

B. The LESSEE agrees not to modify or allow modification of the room or other parts of the building without prior written approval from the Director of Housing and Residence Life or his/her designee.

C. When two or more LESSEES occupy the same room and responsibility for damage to the room or contents cannot be ascertained, the damage charge will be assessed equally between or among the LESSEES.

D. LESSEE agrees not to duplicate the room key and if the key is lost, to pay the charge for the key and the lock core replacement.

E. LESSEE agrees to use all public areas in a careful manner and to help in assuring their cleanliness.

F. LESSEE will be financially responsible for damage or lack of cleanliness caused by LESSEE to the public areas.

G. Smoking is prohibited on campus.

16. CHECK-IN AND CHECK-OUT.

A. LESSEE will, upon occupying a room, complete and sign the Check-In portion on a Room Condition Report form, which will be a record of the room condition.

B. At the end of the lease period, or at the time of an approved room change, the room shall be inspected by the LESSOR and LESSEE and the Check-Out portion of the Room Condition Report form shall be completed. Payments for damages discovered as part of this inspection become the financial responsibility of the LESSEE. Damage charges will be added to the student account of the LESSEE. Lessee may be held partly accountable for unassigned common area or hallway damage.

C. It is the responsibility of the LESSEE to schedule a time to complete the Check-Out portion of the Room Condition Report form with the LESSOR.

D. It is the responsibility of the LESSEE to complete a Room and Meal Cancellation form online prior to checking out of the residence halls.

E. Failure to follow proper Check-Out procedures shall result in an administrative charge to the LESSEE of $25 for improper Check-Out.

F. At the end of the lease period, LESSEE shall provide the LESSOR with a mailing address or other delivery instructions for the return of any mail. If LESSEE does not provide a forwarding address, all mail will be returned to sender. If a forwarding address is given, mail shall be forwarded to LESSEE for 30 days.

G. LESSEE must vacate the assigned space at the end of rental period in accordance with the guidelines established in the Residence Hall Policies and Procedures Handbook. LESSEE must vacate the assigned space within 24 hours of the last final examination at Winona State University or by the stated closing of the halls, whichever comes first.

17. TERMINATION.

A. An agreement for the new academic year may be terminated, with written notice, by returning or currently enrolled LESSEES within 10 business days of signing their housing application/agreement. LESSEES who will be new students or transfer students for fall semester 2013 may terminate an academic year agreement, on or before July 1, 2013. All requests for agreement termination must be in writing and must be received on or before the dates specified. The required $250 payment (of which $50 is non-refundable) will be nonrefundable after the respective termination deadlines.

B. An Agreement commencing for spring semester for the remainder of the academic year may be terminated by LESSEE, if the LESSEE provides written notice of termination on or before December 1, 2013. The required $250 payment (of which $50 is non-refundable) will be nonrefundable after the respective termination deadlines.

C. Written request for termination by LESSEE received between the cancellation dates set forth in paragraph 16A and B above and the first day of general registration for the semester for which the termination was intended to be effective will be granted subject to a charge to LESSEE of the $250 payment. Refer to the Winona State University Housing Agreement Refund/Penalty Schedule 2013-2014 for further information.

D. Requests for termination by LESSEE received other than at the times set forth in paragraph 16A, B, and C, as applicable, will not be honored and the LESSEE shall be liable for all contracted costs for that semester in accordance with the refund/penalty schedule.

E. LESSOR may immediately terminate this Agreement, re-enter and retake the premises upon the LESSEE’S failure to make payments as required under this Agreement or upon any other violation of the terms of the Agreement or any violation of University or departmental rules and regulations. Information about appeal procedures is available from the Director of Housing and Residence Life.

F. The University may deny an application for university housing or terminate an existing housing agreement if it determines an individual’s conduct and/or criminal record indicate an actual or perceived threat to the university community, including students, faculty, staff and guests.

A. During the school term, the LESSEE may request release from the Agreement.

18. RELEASE.

A. During the school term, the LESSEE may request release from the Agreement. Such releases are subject to the approval of the Director of Housing and Residence Life or his/her designee and shall be considered only under the following circumstances: documentation evidencing the basis upon which he/she seeks release.

B. Release for the above reasons is subject to the following:

(1) Non-admission, official approved withdrawal, or dismissal from the University.

(2) Extreme, unanticipated financial hardship arising after the beginning of the semester.

(3) Serious medical or health problem which is directly related to residence hall living.

(4) Affiliation with LESSOR State University Programs that are a significant distance from its campus.

B. LESSEE is responsible for providing sufficient documentation evidencing the basis upon which he/she seeks release.

C. Release for the above reasons is subject to the following:

(1) A pro-rated daily charge for the period of time the room was allotted and available to the LESSEE prior to the effective date of the release, which shall be determined at the sole discretion of the LESSOR.

(2) A pro-rated weekly charge for board (dining service) allotted and available to the LESSEE prior to the effective date of the release, which shall be determined at the sole discretion of the LESSOR.

(3) No refunds on Kryzsko Cash; and

(4) $50 administrative fee will be incurred.

D. If LESSEE is reinstated or re-enrolled after release for nonadmission, withdrawal or dismissal during the term of this Agreement, LESSEE agrees to fulfill the balance of the Agreement as though the nonadmission, withdrawal or dismissal had not occurred.

E. If LESSEE moves out of the residence hall during the semester, session or school term for which this Agreement applies without a release as set forth in this paragraph, LESSEE shall remain liable for the established fees referred to in the refund/penalty schedule, including a charge of $800.00. Refer to the Winona State University Housing Agreement Refund/Penalty Schedule 2013-2014 for further information.

19. UNAVAILABILITY OF PREMISES.

In the event that any of the premises that are the subject of this Agreement, which for the purposes of this provision shall include any and all areas in and about the residence center, shall be partially or totally lost, destroyed or otherwise unavailable because of fires, strikes, acts of God, or other events so as to render them unfit or unavailable in whole or in part for the purposes of the LESSEE, then either the LESSOR or the LESSEE shall have the right to immediately terminate this Agreement. LESSOR shall not be liable to the LESSEE for any damages occurring as the result of such termination.

20. COMPLETE AGREEMENT. This Agreement which incorporates the Residence Hall Policies and Procedures Handbook, and Refund/Penalty Schedule, represents the entire Agreement between the parties and no oral promises between the LESSOR and LESSEE are binding thereon. IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound by signing the contract and remitting the required fees or payments.

Note: The Application/Contract must be signed by you (if you are 18 years old) or by your parent/guardian (if you are not 18 years old).