



AGREEMENT FOR HOUSING AND DINING

East Lake Apartments & Sustainability House
Terms and Conditions for 2018-2019

This Agreement is made between Winona State University (University) and the Student designated.

TERMS

In consideration of the mutual covenants and conditions contained in the Agreement, the Student and the University agree as follows:

1.0 ELIGIBILITY. The Student must be enrolled with 12 or more credits per semester at Winona State University. The Student agrees to vacate the assigned room within forty-eight (48) hours after loss of status as an enrolled student or if the Student fails to register for academic credit course work. Exceptions to this requirement must be approved in writing by the Director of Housing & Residence Life or their designee.

2.0 TERM.

- 2.1 The term of this agreement for a 9-month contract shall be for one (1) academic year (fall and spring semesters). The term of this Agreement for an 11 ½ month agreement shall be the summer terms and fall and spring semesters. The Students signing an 11 ½ month contract cannot change the lease term of their agreement. In the event of an emergency, amendments to lease term must be approved in writing by the Director of Housing & Residence Life or their designee. Except for 11 ½ month contracts, this agreement is in effect for one academic year (fall semester through spring semester) or that portion of the academic year remaining at the time of initial occupancy. Agreement dates are subject to change according to the academic calendar.
- 2.2 The Student must vacate the assigned unit at the end of the rental period in accordance with the guidelines established in the Housing & Residence Life Policies and Procedures (as outlined on the WSU website). Students who currently reside in the East Lake Apartments and have signed an 11 ½ month agreement will be given a space in the complex to move while their new apartment is cleaned. This applies also to Students signing up for the same apartment.

3.0 CONSIDERATION.

- 3.1 The Student agrees to pay the University a \$50.00 non-refundable application fee and a \$200.00 pre-payment with return of the signed agreement. The \$200.00 pre-payment shall be applied to the Student's account. Payments shall be paid each semester in accordance with the official Winona State University billing schedule.

4.0 PREMISES AND ROOM ASSIGNMENT.

- 4.1 Execution of this agreement guarantees a space in a unit with a vacancy in the East Lake Apartments, however, does not guarantee a specific building, unit, room or roommate within the East Lake Apartment complex. The Student may, after written approval from the Director of Housing & Residence Life or their designee, move to another apartment unit in accordance with Winona State University's reassignment policies which are incorporated herein.

- 4.2 The Student shall not assign, sublet, or otherwise transfer the Student's interest in this Agreement.
- 4.3 The University may, in accordance with applicable rules of the Minnesota State System and Winona State University regulations and Winona State University Housing & Residence Life Policies and Procedures, reserve the right to cancel this agreement or reassign the Student to another unit. This can be done if deemed necessary by the University to be in the best interest of order, health, safety, discipline, security, building repairs, maximum utilization of facilities, unresolved incompatibility of room/apartment mates and/or failure of the Student to make required payments.
- 4.4 This agreement does not include a meal plan, unless the Student specifies a request for a meal plan on the East Lake Application/Agreement or contacts the Housing & Residence Life Office to select one.
- 4.5 Lofts:
- 4.5.1 Loft extension kits may be rented through the Housing & Residence Life Department at a rate of \$100.00 per academic year for \$50.00 per semester. The Student agrees to return the loft in the condition it was received and to reimburse the University for repair/replacement cost of loft for all damage in excess of normal wear and tear.
- 4.6 The Student agrees that the assigned apartment/unit space shall be used for residential purposes only.
- 4.7 The Student agrees to maintain the apartment unit in a clean and orderly manner. The Student shall not make alterations to any assigned unit or common facilities, equipment, and/or buildings and agrees to compensate the University for repairs and/or cost of returning premises to its original state.
- 4.8 Appliances:
- 4.8.1 Microwaves are provided by the University.
- 4.8.2 The use of toasters, hot plates, and all other cooking appliances which contain heating elements are restricted to the kitchen of the apartment unit and shall not be used in the living room, bedroom or bathrooms.
- 4.9 Right of Entry:
- 4.9.1 The University may enter property upon reasonable notice for the purposes of inspections, inventory of University property, maintenance, and safety or when a reasonable belief exists that policy violations and/or illegal actions may be taking place within the assigned unit.
- 4.9.2 The University reserves the right to enter the assigned apartment once a month to conduct an inspection of the condition of the apartment unit. The University will announce inspections in advance in a reasonable time prior to entry and the Student will receive or may request a report of the results.
- 4.10 The University is not liable for any damage to or loss of personal property, failure or interruption of utilities, or for injury or inconvenience to persons.
- 4.11 The Student is encouraged to provide their own personal property insurance.

5.0 RULES AND REGULATIONS

5.1 University Regulations:

- 5.1.1 The Student is responsible for knowing and observing Winona State University regulations. These include, but are not limited to the WSU Student Conduct Code and Housing & Residence Life Policies and Procedures available at www.winona.edu/housing.
- 5.1.2 The University reserves the right to make and amend the terms of official rules, regulations and policies. Such rules and regulations shall be effective upon the date of the official adoption of the rule/regulation. The Department of Housing & Residence Life shall make reasonable efforts to inform the Student of any regulation/policy changes.

5.2 Access:

5.2.1 Outside doors to the apartment complexes are locked 24 hours/day. For the Student's safety, as well as the safety of other residents, the Student agrees not to provide access to non-residents into the building who are not their guests.

5.2.2 The Student shall not duplicate or attempt to duplicate their room key. The Student shall pay the charge for the key and appropriate lock core replacement(s) upon loss of room key.

5.3 Guests:

5.3.1 All guests must contact their host/student for admission.

5.3.2 The Student agrees to escort their guest(s) while they are visiting the premises.

5.3.3 The Student shall assure that their guest(s) refrain from acts or practices which unreasonable disturb other residents or are in violation of any University rule or regulation. The Student assumes the responsibility for their guest(s) at all times. The Student may be held accountable for the actions of their guest(s).

5.4 Pets are not permitted in university apartments at any time, with the exception of fish maintained in an aquarium (no other aquarium pets) of 10 gallons volume or less.

5.5 Smoking is prohibited on Winona State University property, please note that WSU is a tobacco-free campus.

5.6 The Student shall not possess, use, or store firearms, weapons, fireworks, ammunition, explosives of any type, alcoholic beverages, illegal drugs, drug paraphernalia, prescription drugs for non-prescribed use, flammable liquids in excess of 5 ounces, laboratory specimens, and burning candles. All are prohibited in the apartment units and adjoining facilities/grounds. WSU Regulation 5-16 Non Violence Policy is incorporated herein for all purposes.

6.0 CHECK-IN/CHECK-OUT.

6.1 The Student will, upon occupying an apartment unit, complete their room inspection via the StarRez Housing Portal within 24 hours.

6.2 At the end of the agreement period or at time of an approved room change, the room shall be inspected by the University and the Student and the check-out portion of the room inventory form shall be completed. It is the responsibility of the Student to schedule a check-out time with a Community Assistant. The Director of Housing and Residence Life and their designee will make final determinations of damage/cleaning charges.

6.3 Failure to follow proper check-out procedures shall result in an administrative charge to the Student in the amount of \$25.00.

6.4 The Student shall provide the University with a forwarding/ mailing address or other delivery instructions for return of any unused portion of the residence hall payments and other official communications. Mail and packages will be forwarded for 30 days.

7.0 TERMINATION/REFUND.

7.1 The University reserves the right to terminate this Agreement, re-enter the premises and remove the Student for any violation of the terms of this Agreement, and/or Student's violation of University policies.

7.2 Refunds/Penalties. A Cancellation policy for the East Lake Apartments attached hereto and incorporated herein for all purposes. This document outlines the refunds and/or financial penalties that apply for agreement termination by the Student.

7.3 Student Termination.

- Prior to opening day, the Student may request release from this agreement by submitting a signed written request to: Housing and Residence Life, PO Box 5838, Winona State University, Winona,

MN 55987; (fax) 507-457-2472, or email reslife@winona.edu prior to the August 15, 2018, opening day of the apartments. See the "2018-2019 Cancellation Policy" for details regarding refunds and/or financial penalties.

- During the academic term, the Student may request release from this agreement. Such releases are subject to approval of the Director of Housing and Residence Life and shall be considered according to the conditions listed on the "2018-2019 Cancellation Policy".

8.0 MISCELLANEOUS.

- 8.1 Severability: If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal, this Agreement will be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- 8.2 Entire Agreement Modification: This Agreement contains all the terms between the parties.
- 8.3 Jurisdiction and Venue: This agreement and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in State or Federal court with competent Jurisdiction in Ramsey County, Minnesota.
- 8.4 Non Waiver: No delay or failure to enforce any provision of this Agreement will constitute a waiver or limitation of rights enforceable under this Agreement.

By your electronic signature on the East Lake Apartments Application in the StarRez Housing Portal, you acknowledge that you have read, understand, and agree to the terms and conditions of this Agreement.