

**For Office Use Only**

2011 – 2012 Assignment: Apt. \_\_\_\_\_ Bedroom \_\_\_\_\_  
Assigned by: \_\_\_\_\_  
Date: \_\_\_\_\_  
Tenant's Security Deposit: Check # \_\_\_\_\_ Cash \_\_\_\_\_  
Credit Card Receipt \_\_\_\_\_

**Meredith College Oaks Apartment Rental Agreement**

Last Name \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_ Preferred \_\_\_\_\_

Student ID Number \_\_\_\_\_ Email \_\_\_\_\_@email.meredith.edu

Cell Phone Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Date of Birth \_\_\_\_\_

This RENTAL AGREEMENT (the "Agreement") made as of \_\_\_\_\_, 20\_\_\_\_, by and between  
Month Date

Meredith College (the "College") and \_\_\_\_\_ ("Tenant").  
Tenant's Printed Name

IN CONSIDERATION of the Rent, as defined below, to be paid to the College by Tenant, and the mutual promises made to each other, the College hereby leases to Tenant, and Tenant hereby leases from the College, the bedroom and apartment listed above of the Oaks apartments located on the campus of Meredith College, at 3800 Hillsborough Street, Raleigh, NC, 27607 (the "Premises"), and all common area appurtenant to the Apartment and on-campus apartment housing, to be occupied and used based upon the terms and conditions herein set forth. As used herein, "Premises" includes the real property appurtenant to the apartment housing, including the parking lot, as well as the Apartment.

**I. General**

1. **Term:** The term of this Agreement shall be for 12 months commencing on Sunday, August 7, 2011 ("Commencement Date") and expiring on July 20, 2012 ("Expiration Date"). Tenant may extend this Agreement according to the terms stated in the Apartment Policies.

Modified term commencement date \_\_\_\_\_ and expiring on July 20, 2012.

2. **Eligibility:** Only undergraduate female students of Meredith College who are currently enrolled full-time (during Fall and Spring semesters) and have earned at least 60 credit hours or have been enrolled at Meredith College for at least four (4) semesters shall be permitted to lease an apartment on the Premises. Exceptions must be approved by the Dean of Students. Dropping to part-time status does not automatically terminate the Rental Agreement. Transfer students must be 20 years of age or older at the time of move-in.

3. **No Subletting:** Tenant shall not sublet or rent the Apartment, or any portion thereof, or permit any person who has not signed an agreement to lease the Apartment from the College to use the Apartment as a residence. Tenant may only assign this Agreement according to the assignment policy located in the Apartment Policies.

4. **Quiet Enjoyment.** So long as Tenant pays the Rent due under this Agreement and performs the other tenant obligations hereunder, Tenant shall peacefully, quietly have, hold and enjoy the exclusive use of Tenant's Room during the Agreement Term. Tenant has the right to enjoy and liability for the use of the common areas within the Apartment in common with the other tenants who reside in the Apartment pursuant to separate agreements with the College. All tenants who reside on the Premises shall have the right to enjoy and liability for the use of the assigned common areas within the Premises in common with one another and their guests.

**5. Liability and Indemnity:** The College shall assume no responsibility, and Tenant or other party to this Agreement shall, to the maximum extent permitted by law, release, indemnify, hold harmless and forever discharge the College and its agents and employees, for any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, theft, property damage or personal injury, including death, whether such losses occur in Tenant's Room, the Apartment, or elsewhere in or around the Premises. Tenant shall be solely responsible for insuring any of her personal property located or stored upon the Premises for protection against such losses.

**6. Entire Agreement:** All College rules, regulations, policies and procedures (including, but not limited to, the Apartment Policies and the Academic and Student Life Guidelines found in the Student Handbook, and as further set forth in paragraph 7 below) are incorporated herein and are a part of this Agreement. Any changes, additions or deletions hereto must be made in writing and signed by all parties.

**7. Rules and Regulations:** Tenant, her guests and agents shall comply with and abide by all of the College's existing rules and regulations and such future reasonable rules and regulations as the College may from time to time hereafter adopt governing the use and occupancy of the Premises. The College reserves the right to make changes to the rules and regulations and to adopt additional rules and regulations in its sole discretion. Tenant acknowledges that she has had access to and the opportunity to read the Apartment Policies.

**8. College to Provide Fit Premises:** The College shall:

- a. comply with the applicable building and housing codes to the extent required by law;
- b. make all necessary repairs and do whatever is necessary to keep the Premises in a fit and habitable condition; and
- c. keep all common areas, if any, used in conjunction with the Premises in a clean and safe condition.

**9. Right of Entry & Inspection of Apartment:** The College reserves the right to enter the Apartment, or grant others permission to enter the Apartment on its behalf, at reasonable hours and manner without notice for the following reasons: to respond to an emergency, to make needed repairs, to perform maintenance, to conduct health and safety inspections and as necessary to maintain College rules and regulations.

**10. Right to Relocate:** In the event of an unforeseeable cause beyond the control of and without the negligence of the College, including, but not limited to: fire, flood, other severe weather, acts of God, prolonged interruption of utility services, acts of terrorism and other unforeseeable accidents, the College reserves the right to keep the Premises a safe environment by any means, including, but not limited to, temporarily or permanently removing Tenant from the Apartment.

## II. Financial Responsibilities

1. **Rent:** Tenant shall pay rent at the rate \$ \_\_\_\_\_ per semester (fall and spring) and \$ \_\_\_\_\_ for summer. ("Rent") to the College for the Agreement term. Rent charges for Fall and Spring shall be included along with tuition and other institutional charges on Tenant's statement of account.

- a. The first charge for Fall semester rent shall be made in advance of the Fall semester;
- b. the second charge, representing Spring semester rent, shall be made in advance of the Spring semester;
- c. rent for the Summer term shall be charged to the Tenant's statement of account prior to June 1 and is payable in two equal installments due on June 1 and July 1.

Any balance due on Tenant's statement of account for Fall and Spring is payable in accordance with the payment options outlined in the College catalogue.

2. **Services Provided:** Rent includes the costs for the following: electricity, local telephone service, maintenance service, basic cable television service, water and sewer service, trash/recycling service, internet service, and Campus Police. Tenant acknowledges that utilities are provided by other parties, and the College is not liable for any interruption of service. The College will provide basic furnishings for the Apartment. Services provided are only for apartment tenant use.

3. **Tenant Security Deposit:** Tenant shall deposit with the College the sum of \$200 as a security deposit ("Tenant Security Deposit") simultaneously with the execution of this Agreement. The Tenant Security Deposit shall be held until the completion of the Inspection, as defined in the Apartment Policies. At the expiration or termination of this Agreement, the College may deduct from the Tenant Security Deposit amounts sufficient to pay any damages to the Apartment for which Tenant is responsible, any unpaid bills which become a lien against the Premises due to Tenant's occupancy, and any costs incurred by the College in connection with terminating this Agreement. After having deducted the above amounts, if any, the College shall

credit Tenant's account for any remaining difference, if Tenant has an outstanding balance on her College account. If Tenant does not have an outstanding balance on her College account, the College will issue Tenant a refund of any remaining monies from the Tenant Security Deposit.

**4. Keys:** Apartment and mailbox keys are the property of the College and must be returned when Tenant moves out of the apartment. Failure to return key(s) will result in charges to the Tenant to cover the replacement of said property. Lock change charge for a two-bedroom apartment is \$90 and for four-bedroom the charge is \$150.

### III. Termination

**1. Termination by Tenant before occupancy:** The following fees and/or refunds are applicable to Tenant's termination of this Agreement before occupancy for Fall semester

On or before May 1: \$0 security deposit refunded

May 1 – August 7: \$0 security deposit refunded plus \$500 late termination fee charged if Tenant remains an enrolled student at the College

For Spring semester

On or before December 1: \$0 security deposit refunded

December 1 – December 15: \$0 security deposit refunded plus \$500 late termination fee charged if Tenant remains an enrolled student at the College

**2. Termination by Tenant after occupancy:** Except as provided below, Tenant may not terminate this Agreement if enrolled at the College.

- a. Tenant, with the consent of the College, may terminate the Agreement prior to the Expiration Date only for the following reasons: withdrawal, leave of absence (medical or academic), or graduation.
- b. Requests by Tenant to terminate the Agreement must be made in writing and accompanied by documentary evidence showing cause for termination. If Tenant has moved into the Apartment prior to the request to terminate, she must submit the written request and documentary evidence to the Apartment Manager at least six (6) weeks prior to the date Tenant vacates the Apartment (the "New Expiration Date") to avoid the \$500 late termination charge. Tenant's Rent will be prorated to the New Expiration Date and her account will be credited for the difference. If Tenant wishes to terminate this Agreement to become effective at the end of Fall semester, she must submit the written request and documentary evidence to the Apartment Manager prior to November 1st to avoid the \$500 late termination charge.
- d. During the Spring semester, Tenants are required to complete a Housing Intent Form before March 1 indicating whether they will be extending their rental agreement or terminating it in accordance with the guidelines provided (graduation, withdrawal, etc.).
- e. If Tenant remains an enrolled student and wishes to terminate this Agreement for reasons other than those listed above, Tenant must assign this Agreement to an eligible student, as defined in the Apartment Policies, or the College will not give consent to terminate this Agreement, and Tenant will remain liable for Rent through the Expiration Date.
- f. Tenant has the right to appeal Agreement termination based on circumstances that are determined by the College, in the College's sole discretion, to be beyond Tenant's control.

**3. Termination by College:**

- a. Upon reasonable notice to Tenant and for good cause, the College reserves the right to terminate this Agreement at any time. Examples of good cause include, but are not limited to: (1) Tenant's failure to pay required charges by announced deadlines; (2) a change in Tenant's student status, such as Tenant taking fewer than 12 credit hours per semester, academic or disciplinary suspension or expulsion; (3) as a sanction for an Honor System violation; (4) Tenant's failure to comply with state or federal laws, apartment policies and regulations, and other rules and regulations adopted by the College; and (5) Tenant's abandonment of the Apartment. Upon the College's notification to Tenant that the College has terminated this Agreement, Tenant will have 48 hours to vacate the apartment.
- b. The College shall have the option to terminate this Agreement if the Apartment, Premises, or any part thereof, are condemned or sold in lieu of condemnation or damages by fire or other casualty.
- c. Tenants whose Rental Agreements are terminated by the College are not eligible to have their security deposit refunded.

### IV. Default

**1. Tenant's Default:** In the event Tenant shall: (a) fail to pay the Rent when due; or (b) fail to perform any other promise, duty or obligation herein agreed to by her or imposed upon her by law and such failure shall continue for a period for five (5) business days from the date that the College provides Tenant with written notice of such failure, then in either of such events and as often as either of them may occur, the College, in addition to all other rights and remedies provided by law, may at its option and with or without notice to Tenant, either (i) terminate the Agreement or (ii) terminate Tenant's right to possession of the Apartment without terminating the Agreement. Regardless of whether the College terminates the Agreement or only terminates Tenant's right of possession without terminating the Agreement, the College shall be immediately entitled to possession of Tenant's Room and Tenant shall peacefully surrender possession of Tenant's Room to the College immediately upon the College's demand. Tenant will have 48 hours to remove belongings from the apartment. In the event the College terminates the Agreement, all further rights and duties hereunder shall terminate and the College shall be entitled to collect from Tenant all accrued but unpaid Rent and any damages resulting from Tenant's breach. In the event the College terminates Tenant's right of possession without terminating the Agreement, Tenant shall remain liable for the full performance of all the covenants hereof. In the event the College institutes a legal action against Tenant to enforce the Agreement or to recover any sums due hereunder, Tenant agrees to pay the College's reasonable attorney's fees in addition to all other damages.

**2. College's Default, Limitation of Remedies and Damages:** Until Tenant notifies the College in writing of an alleged default and affords the College a reasonable time within which to resolve the default, no default by the College in the performance of any of its obligations herein or imposed upon it by law shall constitute a material breach of the Agreement, and Tenant shall have no right to terminate the Agreement for any such default or suspend her performance hereunder. Tenant shall exhaust any and all dispute resolution procedures provided by the College prior to instituting any legal action. In any legal action instituted by Tenant against the College, whether for partial or material breach or breaches of the Agreement or any obligation imposed by law upon the College, unless such breach or breaches shall constitute willful or wanton negligence on the part of the College, Tenant's damages shall be limited to the difference, if any, between the Rent reserved in the Agreement and the reasonable rental value of the Apartment. It will be taken into account the College's breach or breaches, and in no event, except in the case of the College's willful or wanton negligence, shall Tenant collect any consequential or secondary damages resulting from the breach or breaches, including but not limited to the following items: damage or destruction of furniture or other personal property of any kind located in or about the Apartment, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative housing.

**V. Miscellaneous**

**1. Changes to Policy:** The College reserves the right to make changes in policies, regulations and fees with regard to this Agreement, giving due notice in accordance with sound academic and fiscal policy.

**2. Dispute Resolution:** Any dispute arising pursuant to this Agreement shall be resolved through procedures set forth in the Apartment Policies.

**3. Severability:** The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provision hereof, and the Agreement shall be construed and enforced as if such invalid provision(s) were not included.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

Tenant Name Printed \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Meredith College Representative \_\_\_\_\_ Date \_\_\_\_\_