

Duncan Property Management

2015-16 Occupancy Contract

1. APPLICATION: A completed and signed housing application agreeing to the terms and conditions of the 2015-16 Occupancy Contract plus deposit are necessary before a student can be considered for a room.

2. LENGTH OF AGREEMENT: The terms of this contract apply to the FULL ACADEMIC YEAR, FALL AND SPRING SEMESTERS. If started after the beginning of Fall Semester, the agreement is in effect for the balance of the academic year.

3. TERMS OF THE CONTRACT: The contract runs from the beginning of fall semester to the end of spring semester. If you need to vacate your apartment for any reason (getting married, moving home, going on semester abroad, etc.), **you MUST sell your contract.** To sell your contract, you must inform Duncan University Suites that you need to sell your contract and then find someone to replace you.

4. OCCUPANCY: The contractual agreement begins upon receipt of room keys and is terminated at 6:00 p.m. on the day after examinations of Spring Semester. Students who are granted permission to occupy accommodations prior to the scheduled check in date or stay after the scheduled check-out date may do so if permission is granted and shall be charged a daily rate of \$15 per day for the extra days to be paid in advance.

5. DEPOSIT USE: The \$200 security deposit is required to reserve a room for you in one of our homes. \$50 of this security deposit is non-refundable. This security deposit will act as a security, damage, and cleaning deposit and will be held for the full length of the contractual agreement. Residents may allow their deposit to be carried forward to hold a reservation for the following academic year.

6. DEPOSIT REFUND: The \$150 refundable portion of the deposit will be refunded upon completion of the contractual agreement for the full term and only when a proper check-out is completed. The deposit will be forfeited in the event that the student moves out before the end of the contractual agreement or if a proper check-out is not completed.

7. CANCELLATION POLICY: A 100% refund of deposit (\$200) will be given if cancellation is made within 3 days of signing the application/contract. If cancellation is made prior to April 15th, the full \$150 refundable portion of your deposit will be refunded. Cancellation after these dates will result in the forfeit of the entire deposit.

8. CHECK-OUT PROCEDURES: The student shall follow the following check-out procedures: (1) Pick up cleaning instructions from Duncan University Suites. (2) Thoroughly clean your personal space and assigned common areas. (3) Remove all personal belongings from home. (4) Make an appointment to check out. (5) Return all keys assigned at check-in. Unless all of these items are satisfactorily completed, a proper check-out has not been executed and the deposit refund will be forfeited. A \$50 re-key charge will be assessed for any lost keys.

9. LIABILITY RESPONSIBILITY: Duncan University Suites assumes no responsibility for loss or damage to clothing, valuables, money, or other personal property, from fire, theft, malfunction of mechanical equipment, water damage, or other causes.

10. CHECK-IN/CHECK-OUT DATES: Check-in date is Saturday, August 22, 2015. Those wanting an early check-in can call to see if one is available at the rate of \$15 per day. The check-out date for each home is the Monday following school commencement.

11. RENT PAYMENTS: The renter agrees to pay the amount of rent as printed on the 2015-2016 Housing Application and Contract Form. Fall Semester rent is due **August 1st**. Spring Semester rent is due **January 1st**. Summer rent is due **May 1st**. If paying by the month, the rent will be \$25 more than the published semester rate and will be due on the 1st of the month beginning August 1st for fall semester and January 1st for spring semester. Late fees will be assessed after these dates - \$10 for the first day and \$2 for each day thereafter. Types of payments accepted include cash, check, money order, and credit card (Visa and MasterCard only). A service charge of 3% will be applied to any credit card payment.

12. UTILITIES: Each renter will pay an additional \$150 per semester and summers for utilities. The owner will see that the following utilities are provided and paid for: water, sewer, garbage, gas, electricity, cable TV and high speed internet.

13. PETS: The renter agrees to keep no pets on premises.

14. STANDARDS: The renter agrees to abide by the following standards: No smoking, drinking, illegal drugs, stealing or any other unlawful practices while living in property managed by Duncan Property Management. The renter agrees to take good care of the apartment and its' furnishings. The renter agrees to respect the rights of others in adjoining apartments and neighborhoods. The renter is not to have overnight guests (female only) without written permission from roommates and owners.

15. UPKEEP: The owner agrees to make repairs that go with reasonable wear and tear on the apartment; but damages brought by the neglect or carelessness of the renter will be charged to renter. It is specifically agreed that no tacks, nails, or screws will be driven into walls or woodwork and that no adhesive attachments will be made to the walls and woodwork that will mar the paint, without consent of the owners.

16. ACCESS: It is mutually understood and agreed that the owners and property managers shall have access to the apartment at all reasonable times to inspect and protect and maintain the property; and in case either party has given notice of termination of this lease, the property management representative may show the apartment to any prospective renter.

17. CONDITIONS: Failure of renter to keep any of the above agreements constitutes sufficient cause for immediate termination of this lease. If renter breaks this agreement and any court proceedings are necessary, owner is entitled to be repaid their attorney's fees and court costs.