

NORTH CAROLINA STATE UNIVERSITY
UNIVERSITY HOUSING
APARTMENT AGREEMENT

This Agreement (“Agreement”) is made and entered into this _____ day of **April, 2011** by and between NORTH CAROLINA STATE UNIVERSITY (“NC State”) and _____ (“RESIDENT”). If this Agreement is executed by more than one RESIDENT, **each RESIDENT shall be jointly and severally liable**, for compliance of all the terms and conditions contained herein. This Agreement is not a lease and is not governed by the North Carolina Landlord Tenant Act. NC State Housing communities are located on land owned by the State of North Carolina.

Housing is available to all eligible individuals regardless of age, color, disability, gender identity, genetic information, national origin, race, sex, sexual orientation, or veteran status.

At its sole discretion, NC State may deny housing to individuals who have been charged with or convicted of a felony or are a significant risk to the safety or health of the residential community.

Subject to the consideration and the terms and conditions set out below, NC STATE hereby offers unto _____, who hereby accepts from NC STATE the use of that certain apartment known as:

ES King Village Apartments
Apartment #
2911 Ligon St
Raleigh, NC **27607**

Mailbox #

The above apartment is a **Furnished One-Bedroom** apartment and hereinafter referred to as the “**Premises**”.

DURATION: The term of this Agreement shall begin on _____ and end on **June 30, 2016**.

OCCUPANCY: The persons listed below are the only persons that shall live at the Premises (“Authorized Occupants”). RESIDENT shall notify NC STATE, in writing and in advance, if an Authorized Occupant moves out of the Premises or if a new Authorized Occupant moved into the Premises. At no time shall more than **2** person occupy the Premises.

AUTHORIZED OCCUPANTS	DOB	KEY
1.		■
2.		■
3.		
4.		
5.		

PAYMENT: RESIDENT shall pay NC STATE, for use of the Premises for housing space, the sum of \$ **.00** per month (the “Payment”) payable on or before the **first (1st)** of each month in advance and without notice and is delinquent if not paid on or before the fifth (5th) of the month. All payments must be made by e-check or credit card through the secure on-line payment link on the MyPack Portal system. Credit card payments may be subject to credit card administration charges. Pursuant to N.C.G.S. §25-3-506, a \$25.00 processing charge shall apply for any payment returned by the financial institution for any reasons. If a payment submitted by RESIDENT is returned, NC STATE reserves the right to seek enforcement of the returned payment pursuant N.C.G.S. §6-21.3.

LATE PAYMENTS: NC STATE, in its sole discretion, may elect to accept a Payment after the fifth (5th) of the month. If NC STATE accepts a late payment then, pursuant to N.C.G.S. §147-86.3, NC STATE shall have the right to charge RESIDENT interest. This amount is equal to five percent (5%) of the monthly amount. If payment is made after 11:59 p. m. on the 5th of the month an additional \$1.00 shall be added to RESIDENT’S payment.

PRORATED PAYMENT: RESIDENT shall pay the prorated amount of the Payment calculated for any partial month of the Term based on actual move-in and move-out dates.

RESIDENT’S INSURANCE: NC STATE recommends that all residents secure a renters insurance policy. RESIDENT agrees that NC STATE is not responsible for damages to RESIDENT’s personal property.

UTILITIES: RESIDENT understands and agrees that RESIDENT will pay for all utilities not provided by NC STATE. NC STATE shall not be liable for any suspension or interruption in any utilities or other services and there shall be no abatement of rent resulting therefore provided, NC STATE shall make a good faith effort to restore, or cause to be restored, with reasonable dispatch, any such service as may be suspended or interrupted if said service is provided by NC STATE.

For **Western Manor Apartments**, NC State pays for water, sewer, garbage, cable TV, internet (bulk). The RESIDENT is responsible for paying for electricity.

For **ES King Village Apartments**, see the following chart:

Apartment Type	Utilities Paid by NC State	RESIDENT Pays
Studio units	water, sewer, garbage, cable TV, gas	electricity, internet (ResNet*)
One-bedroom units	water, sewer, garbage, cable TV	electricity, gas, internet (ResNet*)
Two-bedroom units	water, sewer, garbage, cable TV	electricity, gas, internet (ResNet*)
Super-Two units	water, sewer, garbage, cable TV	electricity, gas, internet (ResNet*)

*Completion of the ES King Village application also binds the applicant to the ResNet agreement and signifies that the applicant has read and agrees to abide by all conditions, terms and policies contained in the ResNet Agreement. By accepting an assignment, the resident authorizes ResNet to charge the applicant’s account for ResNet service. Information regarding ResNet can be found at: <http://oit.ncsu.edu/resnet/terms-and-conditions>

ASSIGNMENT: RESIDENT shall not assign this Agreement or sublet the whole or any part of the Premises.

KEYS: RESIDENT shall not install additional or different locks or security device on any doors or windows of the Premises, except as agreed to and approved by NC STATE in writing and in advance of such installation. When this Agreement ends, RESIDENT shall return all keys to NC STATE. If keys are not returned to NC STATE at the end of the tenancy, RESIDENT shall pay the lock change fee for each lock changed. In the event replacement locks are installed by NC STATE, each RESIDENT understands and agrees that NC STATE shall provide keys for the replacement locks for the Premises to any occupant listed in this Agreement with authorization to possess a key. At the time of move-in resident is given 1 key. To maintain a secure environment, RESIDENT shall report to NC STATE that a key was lost or stolen within 48 hours. NC STATE also provides temporary keys to all RESIDENTS. Any temporary key checked out for more than 48 hours will result in a lock core change. This fee will be charged to the RESIDENT. For lock core changes initiated by NC STATE, there will be no fee assessed to the RESIDENT.

USE OF THE PREMISES: RESIDENT shall use the Premises for residential purposes only and shall not use the Premises in any manner which NC STATE deems injurious to the reputation, safety, or welfare of NC STATE. **State law prohibits the use of the Premises for anything other than residential purposes.**

COMMON AREAS: The use of the common areas (including parking areas, laundry facilities, computer labs, and playgrounds) is subject to Rules and Regulations set by NC STATE. NC STATE rules and regulations may be changed at any time. NC STATE may close or eliminate any common area at any time and RESIDENT shall not be entitled to any rent reduction or abatement.

CONDITION OF DWELLING PREMISES: By signing this Agreement, RESIDENT acknowledges that the Premises are safe, clean, and in good condition. RESIDENT agrees that all appliances and equipment in the Premises are in good working order, except as described on the Apartment Condition Checklist. RESIDENT shall report any further discrepancies by providing written notice to NC STATE within five (5) calendar days of RESIDENT first taking possession of the Premises.

CARE FOR THE PREMISES: RESIDENT shall keep the Premises in good order and surrender the peaceful and quiet possession at the end of occupancy hereunder in as good condition as when received, normal wear and tear excepted. RESIDENT shall not do or permit anything to be done in or about the Premises that will contravene any policy of insurance covering the Premises against loss, by fire or other loss. RESIDENT shall not destroy, deface, damage or remove any part of the Premises or common areas. RESIDENT is responsible for all damage caused by RESIDENT, AUTHORIZED OCCUPANTS, guests, and visitors to the Premises and personal property located therein.

MAINTENANCE: NC STATE shall maintain the Premises in a fit and habitable condition. RESIDENT understands and agrees that NC STATE is entitled to a reasonable time to make any necessary repairs or maintenance and RESIDENT shall not be entitled to any abatement for any inconvenience or annoyance during that reasonable time.

NC STATE SHALL:

1. maintain all equipment and appliances in a proper, safe working order;
2. make necessary repairs with reasonable promptness after receiving request from RESIDENT;
3. supply all electric light bulbs, heating and air filters and fuse replacement;
4. provide extermination as necessary; and,
5. maintain the common areas in a clean and safe condition.

RESIDENT SHALL:

1. keep the Premises, including plumbing fixtures, facilities, and appliances, in a clean and sanitary condition;
2. comply with all laws, health and policy requirements with respect to the Premises;
3. use all appliances, fixtures, electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other equipment in a safe manner and only for the purpose for which they are intended;
4. not litter the grounds or common areas and shall keep the sidewalks, entrances, porches, floors, exterior patios, balconies, and front and back yards free from discards, clutter, unsightly items, and other personal articles;
5. not destroy, deface, damage or remove any part of the Premises or common areas;
6. remove garbage and other waste from the Premises in a clean and safe manner;
7. provide NC STATE prompt written notice of any unsafe or unsanitary condition or defects in the plumbing, fixtures, appliances, heating and/or cooling equipment or any other part of the Premises or common areas, except in the event of an emergency, when RESIDENT is to give notice by the quickest means available;
8. not remove or disable fire safety system. Tampering with the fire safety system may result in fines, judicial action, and/or review of the Agreement.

DAMAGES: RESIDENT shall hold NC STATE harmless and indemnify NC STATE from all fines, penalties, and costs for violations or noncompliance by RESIDENT with any laws, requirements, or regulations and from any liability arising out of such violations or noncompliance. Whenever damage is caused by or attributable to the acts and /or omissions of RESIDENT, Authorized Occupants, guests, and/or visitors, RESIDENT shall pay: (A) the cost of all repairs within thirty (30) days after receipt of demand for the repair charges; and (B) rent for the period during which the Premises are damaged, whether or not the Premises are habitable.

RESTRICTIONS AND ALTERATIONS: RESIDENT shall not do any of the following without first obtaining NC STATE'S written permission: (A) change or remove any part of the appliances, fixtures or equipment in the

Premises; (B) paint or install paneling, wallpaper, or contact paper in the Premises; (C) attach warning or window guards in the Premises; (D) attach or place any fixtures, signs, fences or clothesline on or in the building, common areas or the property grounds; (E) place or attach any aerials, antennas, satellite dishes or other electrical connections on the Premises (F) attach any shelves, dividers, screen doors, or make any other temporary or permanent improvements in the Premises.

MOLD AND MILDEW: RESIDENT acknowledges and agrees that, for both the maintenance of the PREMISES and for the health and well-being of the RESIDENT, Authorized Occupants, family, and guests, RESIDENT shall provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Additionally RESIDENT agrees to:

1. clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as such accumulation becomes apparent;
2. immediately notify NC STATE if there is evidence of a water leak or excessive moisture or standing water inside the Premises;
3. immediately notify NC STATE of the presence of mold, mildew, or similar growth in the Premises after RESIDENT has attempted to remove it through the application of common household cleaning solutions or anti-microbial products;
4. immediately notify NC STATE of the malfunction of any part of the heating, ventilation, air conditioning, plumbing, or laundry systems present on the Premises; and,
5. immediately notify NC STATE of any inoperable doors or windows in the Premises.

RESIDENT understands that RESIDENT shall be solely responsible for damages caused to the Premises and to personal property present on the Premises as well as any injuries or adverse medical condition suffered by RESIDENT or Authorized Occupants, family, guests or visitors resulting from RESIDENT's failure to comply with the terms of this Agreement. Further, RESIDENT agrees that NC STATE may, in NC STATE'S sole discretion, relocate RESIDENT to an equal or better unit whenever there is an environmental concern, including but not limited to mold or mildew. Such relocation shall automatically amend this Agreement to the address of the new Premises. In the event NC STATE determines that such relocation is due to RESIDENT'S failure to comply with the terms of this agreement, then the RESIDENT is responsible for relocation expenses.

FIRE OR CASUALTY: RESIDENT shall immediately notify NC STATE of any damage to the Premises by fire, flooding, or other casualty, including natural disasters, or other catastrophic damage. NC STATE, at its sole discretion, may elect to repair the damage within a reasonable time under the circumstances and RESIDENT obligations under this Agreement shall continue. In the event of damage caused by RESIDENT, Authorized Occupant, guests, or visitors, NC STATE may declare a Default of this Agreement and terminate RESIDENT's right of possession without terminating the Agreement. RESIDENT shall be responsible for payment of such damage.

BREEZEWAY/BALCONY USE: RESIDENT understands that heating elements (including but not limited to gas or charcoal grills, and fire pots) and/or usage of flammable materials is prohibited on any breezeways and/or balconies. The storage of flammable materials (including but not limited to easy-light charcoal, starter fluid, paint, gasoline, etc.) is also prohibited. Smoke emission or grilling is permitted 25 feet from the building. In the event of damage or expenses caused by heat or smoke, RESIDENT shall be responsible for payment of such damages.

CANDLES/OPEN FLAMES: Candles or other open flames, including but not limited to incense and Sterno, are not permitted in the Premises. Any RESIDENT who wishes to burn candles or incense for religious purposes shall get prior written approval from NC STATE.

CRIME AND DRUG FREE HOUSING: To promote a safe and secure community:

- A. RESIDENT, Authorized Occupants, guests, and visitors shall not engage in or facilitate criminal activity of any kind on the property of NC STATE.
- B. RESIDENT shall not invite or give permission to any person previously removed or barred by NC

STATE to return to the premises or community property.

- C. RESIDENT shall immediately notify Campus Police that a person previously removed or barred from the property or other properties of NC STATE has returned to or reentered the property.
- D. RESIDENT shall not possess, use, sell or manufacture any illegal drug or controlled substance. NC State has zero tolerance for illegal drug use in any campus residential facility. NC State may terminate this Agreement for any resident found responsible or guilty of possessing or using illegal drugs.

DISCLOSURE OF RESIDENT INFORMATION: RESIDENT understands and agrees that NC STATE possesses and maintains personal, nonpublic information obtained from RESIDENT'S application, as well as information otherwise obtained during the normal course of RESIDENT'S business relationship with NC STATE. **RESIDENT HEREBY AUTHORIZES THE DISCLOSURE BY NC STATE OF ANY AND ALL SUCH INFORMATION TO THIRD PARTIES AT THE REQUEST OF LAW ENFORCEMENT, GOVERNMENTAL AGENCIES, OR BUSINESS ENTITIES ENGAGED IN BUSINESS TRANSACTIONS WITH RESIDENT, INCLUDING BUT NOT LIMITED TO, FINANCIAL INSTITUTIONS OR OTHER BUSINESSES PERFORMING NECESSARY INQUIRIES WITH THE CONSENT OR KNOWLEDGE OF RESIDENT.**

DROP BOX: Any notice or keys delivered by the RESIDENT to an after-hours "drop box" shall be deemed received at the time the management office re-opens on the next business day.

FIREARMS, FIREWORKS, WEAPONS: RESIDENT, Authorized Occupants, guests, and visitors shall not possess or use fireworks, explosives, flammable devices, weapons of any kind, including, but not limited to, BB guns, stun guns, knives, martial arts equipment and bow/arrows or other objects with potential to cause bodily harm.

FRAUDULENT APPLICATION: RESIDENT understands that NC STATE has relied upon the Application submitted by RESIDENT as an inducement for entering into this Agreement, and RESIDENT warrants that the facts contained in such Application are true. If any facts are determined to be fraudulent, such fraud shall constitute a Default of this Agreement, and in such an event, NC STATE shall have all the rights and remedies set forth in this Agreement and at law, including but not limited to NC STATE's ability to terminate this Agreement immediately and seek possession of the Premises and collect from RESIDENT any damages incurred, including reasonable attorney's fees.

LAWS AND POLICIES: RESIDENT shall abide by the laws, rules and regulations adopted by the State of North Carolina and any of its political subdivisions, authorized agencies, and NC STATE.

NOTICES: All notices shall be in writing. Where notices are required by this Agreement, they shall be written on letter-sized paper or by e-mail to the assigned NC STATE e-mail address. RESIDENT specifically agrees that oral notices, regardless of form or content or implication, shall never constitute "notice" as described in this Agreement.

PARKING: All vehicles shall be registered with NC STATE Transportation and shall display a NC STATE parking permit. Vehicles shall be parked so as not to obstruct spaces for other vehicles, driveways, or sidewalks. All vehicles shall be kept in proper operating conditions so as not to be a hazard or a nuisance. Except for minor adjustments, no repair or maintenance shall be conducted on the property or in common areas. NC STATE may tow, without notice or demand, any vehicle in violation of any provision of this Agreement. RESIDENT shall hold NC STATE harmless from any liability that arises from the towing away of any such vehicle owned, possessed, or maintained by the RESIDENT, Authorized Occupants, guests, and visitors.

PETS: Except for fish (limit 10 gallon tank), no animals, birds, or pets of any kind shall be permitted in the Premises at any time. However, there is an exception for service animals as defined by the 2010 revision of the Americans with Disabilities Act. Service animals are subject to NC STATE REG 04.20.05 – Service Animals for Persons with Disabilities. Should an unauthorized pet be discovered on the Premises, the animal must immediately

be removed. RESIDENT shall be responsible for damages caused by the pet, including urine or other animal waste that may be deposited on the carpeting or on the flooring of the Premises during RESIDENT tenancy. RESIDENT shall be responsible for the costs of replacement and installation of carpet, flooring, and/or fixtures necessitated by the presence of the animal found by NC STATE.

RESIDENT HANDBOOK: Additional community information and guidelines for RESIDENT, Authorized Occupants, guests and visitors related to the Premises are published in the *Resident Handbook*. The *Resident Handbook* is maintained on the community web-site. NC STATE may make changes in its terms and conditions, as deemed necessary in the interest of health; safety, discipline or educational purposes, and RESIDENTS shall abide by such changes in policies. Failure of RESIDENT to perform and abide by the terms of this Agreement may result in automatic termination of RESIDENT's rights and interests to the Premises. This Agreement supersedes all previous agreements between NC STATE and RESIDENT.

RIGHT OF ENTRY: NC STATE reserves the right to enter the Premises, with or without notice, during reasonable times for any inspections (including fire safety inspections), maintenance, extermination, alterations, or enter the Premises, with or without notice to RESIDENT, at any time deemed necessary in NC STATE'S sole discretion to protect life or prevent damage to the Premises.

SECURITY: NC STATE, its agents and employees make no warranties, guaranties or representations regarding the security of the Premises or common areas. Any such warranties or presentations, whether expressed or implied, are hereby disclaimed. RESIDENT understands and agrees that RESIDENT, Authorized Occupants and are exclusively responsible for protecting themselves, the Premises, and guests from crime, fire, and any other danger. To foster a safe and secure community, RESIDENT shall report any security related concerns to NC STATE.

SMOKING: Per North Carolina State Law, smoking is prohibited inside of and within 25 linear feet of the all buildings.

DELIVERY OF POSSESSION: If, for any reason out of NC STATE'S control, NC STATE is unable to deliver possession of the Premises to RESIDENT at the beginning of the Term, and NC STATE notifies RESIDENT of the same any time prior to the beginning of the Term RESIDENT shall have the option to either (a) terminate the Agreement and receive a full refund of all sums paid to NC STATE within five (5) days of receipt of RESIDENT's notice of termination or (b) take possession of the Premises no later than 15 days after NC STATE notifies RESIDENT in writing that it is available, in which event RESIDENT'S obligation to pay rent shall begin on the last day of the 15 day notice period. RESIDENT'S election shall be in writing and received by NC STATE not later than ten (10) days from the date NC STATE notifies RESIDENT of the inability to deliver possession. Failure of RESIDENT to make an election shall constitute an election pursuant to subsection (b) above. Upon RESIDENT's receipt of NC STATE'S notice of inability to deliver possession as required in this Paragraph, NC STATE shall have no further liability or obligation to RESIDENT for failure to deliver possession.

SEVERABILITY: In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be unenforceable, void, and invalid or otherwise not binding for any reason, the offending provision shall be severed and all other provisions of this Agreement shall remain in full force and effect.

TERMINATION: If NC STATE terminates the Agreement prior to the end of the Term, NC STATE shall deliver written notice of the termination to RESIDENT either in person or via e-mail or US Mail. If mailed, the notice shall be deemed delivered three (3) days after the postmark date of the mailing. If there is no evidence of postmark, then the date three (3) days after the date of mailing shall constitute the date of delivery. Upon termination, RESIDENT shall vacate (see RESIDENT'S DUTIES UPON TERMINATION section below) the Premises within twenty-four hours (24) unless special permission has been obtained in writing from the Director of University Housing or designee. If RESIDENT fails to fully surrender and quit possession on the date of Termination, RESIDENT shall be liable to NC STATE for rent for any holdover period plus any damages resulting to NC STATE from such failure to surrender and quit possession.

RESIDENT may terminate this Agreement by providing sixty (60) days' written notice to NC STATE. Should RESIDENT terminate this Agreement any time prior to the ending date of the Term, RESIDENT understands and agrees that, in addition to any other remedies available to NC STATE under this Agreement, RESIDENT shall be liable to NC STATE for the total payment of two (2) full months rent.

If NC STATE terminates RESIDENT's right to possession without terminating the Agreement, RESIDENT shall remain liable for the full performance of all terms and conditions under this Agreement and NC STATE shall use reasonable efforts to re-let the Premises on RESIDENT'S behalf. RESIDENT shall remain liable for any resulting costs, deficiencies or damages.

RESIDENT'S DUTIES UPON TERMINATION: Upon any Termination RESIDENT shall, in addition to any other obligations required by this Agreement or law:

- A. Properly clean the Premises, including plumbing fixtures, refrigerators, stove and sinks, and remove all rubbish/trash;
- B. Make any repairs necessary to return the Premises to the same condition it was at the beginning of the tenancy, less ordinary wear and tear;
- C. Fasten and lock all doors and windows;
- D. Vacate the Premises and remove all personal property;
- E. Return to NC STATE all keys;
- F. Update contact information in the Personal Information section of the MyPack Portal system;
- G. Cancel all utility services to the Premises for which RESIDENT is responsible.

DEFAULT: In the event that RESIDENT fails to comply with any of the terms and conditions contained herein or referenced hereto, or fails to perform any other promise, duty or obligation herein agreed to or imposed by law, such failure shall constitute a Default under this agreement. Upon any Default by RESIDENT, NC STATE shall be entitled to collect from RESIDENT all expenses, damages, cost (including attorneys' fees and court costs) arising out of or in any way relating to said Default.

In the event of a Default by RESIDENT, and in addition to the foregoing, NC STATE:

- A. may, with or without notice to RESIDENT:
 1. terminate this Agreement; or
 2. terminate RESIDENT's right to possession of the Premises without terminating this Agreement;
- B. shall be entitled to immediate possession of the Premises and RESIDENT shall peacefully surrender the Premises to NC STATE upon its demand;
- C. may re-enter and retake possession;
- D. shall have no further obligations under this Agreement;
- E. shall be entitled to collect from RESIDENT all accrued and unpaid Payments and damages arising under this agreement, as well as any legal or court costs and fees that NC STATE may incur in order to terminate the Agreement;

APPEALS: The action of termination of the Agreement by NC STATE cannot be appealed. Any fee appeal is handled through the University Housing Appeal Process. More information about the process can be found on the University Housing website.

RENEWAL OF AGREEMENT: Sixty days (60) prior to the end of the Term, the RESIDENT shall either renew the Agreement for another twelve (12) month Term by completing and signing a new Agreement or submit an "Intent to Vacate" notice. If RESIDENT neither seeks to renew the Agreement nor submits and "Intent to Vacate" notice, NC STATE will presume that RESIDENT intends to vacate the Premises and NC STATE will use its best efforts to find a new RESIDENT for the Premises.

WAIVER TO AGREEMENT: NC STATE has the discretion to waive any requirements that this Agreement imposes on the RESIDENT in any case when a RESIDENT seeks a waiver due to special circumstances. To

request a waiver, the RESIDENT should submit a written request for waiver to the Associate Director of University Housing for the Apartments describing the nature of and reason(s) for the request. Once the request is received, it will be investigated and the RESIDENT will be informed of the decision in writing.

By selecting “Agree”, the RESIDENT certifies that they and any Authorized Occupant of the Premises meet the eligibility requirements of the community as identified by University Housing, and have read and fully understand this Agreement and agree to abide by its terms and conditions.

TRANSFER WITHIN CAMPUS LIFE FACILITIES: Residents who elect to transfer their assignment to another Campus Life Facility (ES King Village, Western Manor, Wolf Ridge, Wolf Village, Greek Village, Residence Halls) shall be bound to the applicable Agreement, Community Standards, and costs for the new assignment.

EXECUTION OF AGREEMENT: IN WITNESS HEREOF, this Agreement is duly executed by the RESIDENT and NC STATE.