CONDITIONS OF OCCUPANCY

revised 1/16

The following CONDITIONS OF OCCUPANCY of the Ball State University Apartments are an integral part of the contract signed by each person desiring use of an apartment.

A. DEFINITIONS:
1. UNIVERSITY shall refer to Ball State University and its authorized agents.
2. OCCUPANT shall refer to the BONA FIDE STUDENT or tenant signing the apartment contract and the CONDITIONS OF OCCUPANCY.
3. CONDITIONS OF OCCUPANCY shall refer to the provisions and conditions of the contract.

4. BONA FIDE STUDENT shall mean any undergraduate student enrolled for at least 8 credit hours per semester or any graduate student enrolled for at least 6 credit hours per semester. Any variance to this must be approved by the Assistant Director of Housing and Residence Life.

5. An OCCUPANT who is not a parent and does not have a parent who is a student of the OCCUPANT and to any part of these CONDITIONS OF OCCUPANCY must be approved by the Assistant Director of Housing and Residence Life who is authorized to sign this contract. No other non-parent occupant shall be approved by the Assistant Director of Housing and Residence Life.

B. ELIGIBILITY FOR APARTMENT HOUSING:

1. Occupancy is limited to BONA FIDE STUDENTS of Ball State University who meet the requirements for residency as stated in the Apartment Handbook and Brochure, and the FAMILY of the OCCUPANT. Proof of eligibility will be required. Unmarried cohabitation between persons of the opposite sex is not permitted.

C. RENTAL AND SECURITY CHARGES, REFUND, PENALTIES:
1. All rent and utilities shall be payable in advance. The Bursar due date shown on the monthly statement of account, including the month the OCCUPANT moves out. Rent for the full months shall be due the 25th of the month (1/30th) of the monthly rate/day for rent when moving in and for reimbursement when moving out. Rent for the full month is also due when moving in, and for the next due date for the next months rent. A $25.00 penalty will be billed to the Occupant for the full months rent and utilities are not received by the first day of the month.

2. Rental rates for apartments are based on the understanding that all cleaning/painting is done by the OCCUPANT according to established painting procedure contained in the Apartment Handbook.

3. Any remaining OCCUPANT will be billed the Total Rent Charge effective 14 days after a roommates vacate date if the vacating roommate retains the deposit under the end of the contract. If the vacating roommate forfeits the deposit, the remaining OCCUPANT shall be responsible for the full amount of rent remaining unpaid under this Contract.

D. UNIVERSITY REPRESENTATIONS AND WAIVERS:
1. The UNIVERSITY makes no promises or representations with respect to the dwellings and facilitates other than those mentioned herein. The failure of the UNIVERSITY to enforce any of these conditions shall not be considered as a waiver of the same.

2. The UNIVERSITY will make every reasonable effort to obtain utility services. The UNIVERSITY shall not be held responsible for any temporary utility failure nor shall such utility failure be construed as a violation of this contract. The UNIVERSITY shall furnish and pay for all sewerage disposal assessments, electricity, water, natural gas for apartment heating and cooking, internet and cable.

3. Authorized personnel of the UNIVERSITY are permitted to enter the premises in a reasonable announced manner during normal work hours for maintenance, repair, or inspections, and to enter without notice when an emergency or necessity presents danger to persons or property. Authorized personnel of the UNIVERSITY shall make repairs required to university premises, fixtures, or property upon request of the OCCUPANT, or for preventive maintenance procedures and inspections. The cost of all repairs caused by the neglect or willful act of the OCCUPANT, FAMILY, or persons permitted to enter the premises, shall be charged to the OCCUPANT.

4. The UNIVERSITY will provide service for upkeep of the grounds, pick-up from the trash collection stations, and janitorial services for the laundry units.

5. The OCCUPANT or FAMILY is required to obtain a rental insurance policy and produce a valid certificate insuring the amount of the policy of the residence. The UNIVERSITY does not carry insurance on any personal belongings for the OCCUPANT or FAMILY, and the UNIVERSITY shall not be responsible for loss, damage, or injury to the OCCUPANT, FAMILY, or their belongings.

6. If type of apartment specified in the contract is unavailable on the date selected due to circumstances beyond the UNIVERSITY’s control, the UNIVERSITY reserves the right to reallocate the OCCUPANT to another apartment at the same rental rate.

7. No transfers are permitted between apartments except for upgrade/downgrade, unless the UNIVERSITY, in its sole discretion, determines special circumstances exist which warrants an exception. A transfer fee will be assessed. If a transfer results in the vacancy of a formerly occupied unit, a transfer fee of $200 will be assessed.

8. The UNIVERSITY is not responsible for disputes between or assigning of roommates.

9. The UNIVERSITY reserves the right to make other rules and regulations as it may from time to time consider necessary or proper for the safety, care, cleanliness, and efficient operation of the apartments, and the comfort, safety, and convenience of the OCCUPANT and FAMILY. Such rules and regulations shall take effect when communicated to the OCCUPANT.

10. Lead Warning Statement – Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Low lead exposure is especially harmful to young children and pregnant women. Before renting that 1978 housing, the UNIVERSITY must disclose the presence of brown lead-based paint and/or lead-based paint hazards in the dwelling. OCCUPANTs must also receive a federally approved pamphlet on lead poisoning prevention.

II. The UNIVERSITY reserves the right to resell OCCUPANT to an alternate unit within 30 days notice if the UNIVERSITY elects to resell a special need space to an OCCUPANT with special needs or closer part of the apartment complex.

E. OCCUPANT’S RESPONSIBILITIES:
1. OCCUPANTs are responsible for all information stated in the Apartment Handbook and may receive one upon request before signing the contract. Written copies can be provided on request. Upon occupancy, or can be accessed online via the University Apartments website at: www.bsu.edu/apartments.

F. TERMINATION OF CONTRACT:

1. CONDITIONS FOR REFUND OF DEPOSIT:
   a. The contract terminates at the end of the lease period or when OCCUPANT moves out. Rent for the full months shall be due the 25th of the month (1/30th) of the monthly rate/day for rent when moving in and for reimbursement when moving out. Rent for the full month is also due when moving in, and for the next due date for the next months rent. A $25.00 penalty will be billed to the OCCUPANT for the full months rent and utilities are not received by the first day of the month.

   b. Rental rates for apartments are based on the understanding that all cleaning/painting is done by the OCCUPANT according to established painting procedure contained in the Apartment Handbook.

   c. Any remaining OCCUPANT will be billed the Total Rent Charge effective 14 days after a roommates vacate date if the vacating roommate retains the deposit under the end of the contract. If the vacating roommate forfeits the deposit, the remaining OCCUPANT shall be responsible for the full amount of rent remaining unpaid under this Contract.

   d. If the UNIVERSITY finds the proper Notice of Intent to Vacate, the UNIVERSITY will notify the tenant at least two days before the date of the withdrawal date. The UNIVERSITY shall provide a notice of withdrawal from the UNIVERSITY on recommendation of the University Health Center, academic disqualification (if vacates within 30 days of disqualification date), or other circumstances with prior approval of the Director of Housing/Residence Life or designee.

   e. An OCCUPANT who moves to a University residence hall will forfeit the deposit.

   f. Where a deposit is forfeited, damage and cleaning charges will be assessed.

   g. An OCCUPANT who vacates an apartment without filing a Notice of Intent to vacate, will, in addition to the forfeiture of the deposit, continue to be responsible for rent until the end of the semester.

   h. The UNIVERSITY may dispossess the property and/or may charge a daily rent charge for storage.

   i. If the OCCUPANT fails to vacate the apartment at the end of the lease period or when the Notice of Intent to Vacate is received, the UNIVERSITY may charge applicable apartment rent and a fee of $25 per day until the move-out date, and forfeit the deposit.

   j. The UNIVERSITY reserves the right to reinspect apartments on an unscheduled basis.

   k. The UNIVERSITY may give an OCCUPANT 10 days notice to vacate or may choose not to offer a contract renewal:

   l. If the OCCUPANT enters false information on the Rental Application.

   m. If the OCCUPANT fails to pay rent or other charges when due.

   n. If the OCCUPANT has a pattern of history of delinquent rent payment.

   o. If the OCCUPANT or FAMILY violates the law, engages in disorderly conduct, or violates any of the CONDITIONS OF OCCUPANCY or policies in the handbook.

   p. If the OCCUPANT ceases to be eligible for an apartment.

   q. If the OCCUPANT or FAMILY MEMBER(S) of OCCUPANT endangers other OCCUPANTs or FAMILY MEMBERS.

   r. If the UNIVERSITY deems any part of building as uninhabitable or closes all or part of the apartment assessment area. Alternative apartments will be provided if space is available.

   s. In the event the OCCUPANT fails to perform any of his/her obligations under this CONTRACT, the OCCUPANT agrees to pay the UNIVERSITY’s cost of collection, including, but not limited to, reasonable attorneys’ fees and court costs.

OTHER INFORMATION:
10. The UNIVERSITY will be responsible for rent under the contract for the OCCUPANT notifying the UNIVERSITY with a Notice of Intent to Vacate and returns the apartment keys. However, the OCCUPANT will be responsible for rent until the end of the semester in which the UNIVERSITY receives the Notice of Intent to Vacate.

11. If the OCCUPANT is indebted to the UNIVERSITY, the deposit and any unused rental payments, if refunded, may be applied to those charges.

12. The OCCUPANT must remove all property from the apartment area on the specified vacate date. If property is not removed, the UNIVERSITY may remove said property and store it so that it is available to the OCCUPANT for two weeks from the date the OCCUPANT is notified. After two weeks, the UNIVERSITY may dispose of the property and/or may charge a daily rent charge for storage.

13. If the OCCUPANT fails to vacate the apartment at the end of the lease period, the UNIVERSITY will hold the apartment for the stated days and collect the applicable apartment rent and a fee of $25 per day until the move-out date, and forfeit the deposit.

14. The UNIVERSITY reserves the right to reinspect apartments on an unscheduled basis.

15. The UNIVERSITY may give an OCCUPANT 10 days notice to vacate or may choose not to offer a contract renewal:

   a. If the OCCUPANT enters false information on the Rental Application.

   b. If the OCCUPANT fails to pay rent or other charges when due.

   c. If the OCCUPANT has a pattern of history of delinquent rent payment.

   d. If the OCCUPANT or FAMILY violates the law, engages in disorderly conduct, or violates any of the CONDITIONS OF OCCUPANCY or policies in the handbook.

   e. If the OCCUPANT ceases to be eligible for an apartment.

   f. If the OCCUPANT or FAMILY MEMBER(S) of OCCUPANT endangers other OCCUPANTs or FAMILY MEMBERS.

   g. If the UNIVERSITY deems any part of building as uninhabitable or closes all or part of the apartment assessment area. Alternative apartments will be provided if space is available.

16. In the event the OCCUPANT fails to perform any of his/her obligations under this CONTRACT, the OCCUPANT agrees to pay the UNIVERSITY’s cost of collection, including, but not limited to, reasonable attorneys’ fees and court costs.