



OFFICE OF RESIDENCE LIFE

2019-20 Apartment Contract

Please read carefully prior to signing this contract. **The Apartment Contract is for the entire 2019-20 academic year.**

IN WITNESS THEREOF, the parties have set their signatures in Cuyahoga County Berea, Ohio and by doing so fully understand that they must abide by both University and Apartment Community Policies or be subject to termination of this contract.

For use for residents assigned to the premises known as Berea Townhouses, Floreske Apartments, Hamilton House Apartments, 137 E. Bridge Street, any apartments within the residence halls.

BALDWIN WALLACE UNIVERSITY, 275 Eastland Road, Berea, Ohio, 44017, owner of the premises described herein (here in after "University"), in consideration of the room charges received and covenants mutually exchanged herein, hereby contracts to:

TERMS: This contract shall be for the term beginning Friday, August 23, 2019 and ending Monday, May 4, 2019 by 3pm unless sooner terminated as provided herein. Upon mutual agreement, apartment can be occupied year-round.

COST: Resident agrees to pay BALDWIN WALLACE UNIVERSITY on the regular University billing cycle. Late charges will be assessed following University established policies. All parties executing this Agreement shall be jointly liable for all payments due hereunder. If resident(s) is permitted to occupy a unit without it being filled to capacity, the resident(s) is responsible for the charge(s) of the empty space(s) in addition to his/her own space.

The costs per semester, per person, are determined by the University and will be made known upon determination via standard University information dissemination processes, including the University Web Page, Financial Aid Office, Bursar's Office, etc.

DAMAGE TO PROPERTY: Residents shall be responsible for any damage done to the assigned premises, the building, the grounds, personal property or any common area or parking lot, caused by Resident's acts of omission or by those of any person who Resident permits to be about the assigned premises.

CONDITION OF PREMISES: Upon the execution of this agreement, and upon occupancy, Resident has examined the premises, completed and signed a Condition Report and is satisfied with the condition thereof. No representations have been made by the University regarding repairs to be made in the future. Resident agrees not to alter, change or redecorate the premises nor attach anything permanently to any walls, window, doors, ceiling or floor. Resident agrees to maintain the apartment in good physical condition, exercise good housekeeping practices, and report any and all problems promptly to the Office of Residence Life. University-owned furnishings are not to be removed from intended/assigned location or removed from campus.

SUBCONTRACT: There will be no subcontracting of an apartment. If a resident withdraws from the University, he/she must immediately vacate the apartment. The remaining resident(s) shall be responsible for the open space(s) as described in the Financial Responsibility section of this contract.

PROHIBITED PURPOSES: Resident shall not commit or permit to be committed any unlawful or immoral act in or about the assigned premises. The premises shall be used exclusively as a private dwelling for those persons specifically assigned to the premises. No other persons will be permitted to stay in the apartment or house without the express written consent of the University. Resident shall not commit waste to the premises or engage in any activity which will degrade or alter the general tenor or character to the building or community. No pets, except small fish, are permitted on the assigned premise or grounds. The halls, laundry room, stairways and landings and all other common areas of the building shall be kept free and clear of any property of Resident and may not be used for any purpose other than the purpose for which these common areas are intended.

COMMERCIAL OPERATION: Resident(s) shall not conduct any commercial operation in the apartment/house or on the premises.

POLICIES: Resident agrees to abide by the Baldwin Wallace University Student Code of Conduct. Any violation of these Community Policies or amendments thereof constitutes a breach of this Contract and may be grounds for termination of this agreement.

ENTRY: The University reserves the right to enter upon the Resident's premises for health and safety inspections, maintenance, pest control and any other administrative responsibilities. Submission of a work request is assumed as permission to enter in order to complete such work request. In the case of emergency, however, the University reserves the right to enter Resident's apartment/house immediately.

ABANDONMENT: In the event that any portion of the cost is not paid, Resident's physical absence from the premises for four consecutive days shall constitute abandonment under Ohio Law. Any one of the following measures may be used to indicate Resident's absence.

- Failure to pick up mail, newspapers, notices and other deliveries;
- Failure to respond to a written notice posted on resident's door requesting verification of their presence on the premises;
- Removal of a substantial portion of Resident's personal property;
- Statement made to the University or any responsible adult.

The University shall not be responsible for any items of personal property remaining in the apartment/house or assigned storage unit after abandonment. Such personal property may be disposed of at the discretion of the University and Resident shall have no further right or claim against the University.

LIABILITY FOR LOSS OF PERSONAL PROPERTY: The University shall assume no responsibility for the theft, destruction, or loss of money, valuables, or other personal property belonging to or in the custody of the Resident for any cause whatsoever, whether such losses occur in the apartments, houses, storage rooms, public areas, parking lots or elsewhere apartment building. Resident(s) is advised to keep the apartment/house locked and to carry property insurance.

DESTRUCTION OF PREMISES: In the event that the assigned premises are substantially destroyed by fire, rain wind or other natural casualties beyond the control of the University, or are condemned or torn down by any governmental authority then this contract shall terminate and all obligations hereunder shall be void. The University shall not be liable to Resident based on rent thereafter.

TERMINATION OF CONTRACT: Should Resident fail to pay the full amount as required above or should Resident violate any other term, condition, or covenant of this Contract or the Community Policies or should Resident have misrepresented any fact contained in the Apartment/House Application, then the University shall have the right, at its option to declare an immediate default or terminate this Contract. In addition, the Resident shall be liable for any and all attorney fees, court costs or other expenses incurred from the enforcement of this provision and from the collection of damages. Under no condition may a housing deposit paid by the Resident be used for payment.

Refund Policy: Resident may be released from the Contract under the following circumstances:

- A. Completion of degree requirements at mid-year.
- B. Withdrawal from the University.
- C. Due to extenuating circumstances as determined by the Office of Residence Life, including study abroad and student teaching.

Request for cancellation of this contract after moving into the apartment after the applicable opening day of the contract term will require a **Petition for Contract Release**, and the resident must show just cause for termination (major unforeseen circumstances). This contract cannot be terminated solely for the purpose of living off-campus or in order to commute from home. A resident submitting a written request for cancellation of the apartment contract remains obligated to all policies and charges until resident is notified in writing of the appeal status.

Table of refund and contract release dates:

Procedure	Date	Paperwork	Action
Deposit Due or on file			Able to select apartment/house
Contract Cancellation	Prior to June 1, 2019	Email or written notification	Deposit applied to student bill
Contract Cancellation	June 1, 2019 thru Check-in OR First Day of Classes, whichever comes first		\$150 deposit forfeited
Contract Cancellation	After Check-in OR First Day of Classes, whichever comes first	Petition for Contract Release Fine if Released: \$500	Petition Approved – deposit forfeited, refund prorated apartment cost Petition Denied – billed for entire term of contract

INDEPENDENT PROVISIONS: Each and every term of this Contract is an independent provision and any determination by statute or by a court of law which renders any provision illegal shall not affect the balance of the provisions herein.

This is a legally binding document exclusively for the use of Baldwin Wallace University.