

## **STUDENT RENTAL HOUSING CONTRACT**

This Housing Contract is made by the Board of Directors of Wittenberg College, an Ohio nonprofit corporation, operating Wittenberg University, Springfield, Ohio (University), and the following named persons (collectively called the Students and individually called individual Student).

University owns the residential property described below in this Contract and Identified as the Residential property.

Student is one or more undergraduate student(s) in good standing (a student with "junior" standing, 60 earned credit hours, a 2.0 cumulative GPA or higher and a conduct review) at Wittenberg University who wishes to reside in the Residential property owned by the University.

In consideration of their mutual promises stated in this Contract, University and Student agree as follows: The Residential property does not include any garage or other attached or adjoining outbuilding on the parcel of real estate on which the Residential property is located (unless authorized by the University). The Residential property includes a range, refrigerator, water/sewage, trash removal, and lawn service.

Student understands this Contract is not for a specific apartment or house. The University has the right to alter housing assignments at any time. The University reserves the right to require students to move from their assigned housing or to charge students additional housing charges if the residents refuse to allow an assigned student to move into their assigned residence.

### **Student Payment**

Each person signing this Contract will be liable for the entire Payment and other charges identified in this Contract. Each person signing this Contract authorizes University to charge his/her Wittenberg Student Account with his/her portion of the payment with the understanding that this allocation is an accommodation to the student and shall not relieve any individual student of his/her liability for the entire payment.

Payment charges will be billed to each student's student account on a per term basis. Amounts charged to the Wittenberg Student Account shall be due and payable according to the terms of that account. The University shall have no obligation to attempt collection from any individual Student before pursuing collection from any other individual Student.

As a Wittenberg student you have paid a one-time \$400.00 enrollment deposit, which will serve as your rental deposit. Each person signing this contract as Tenant authorizes Owner to charge his/her Wittenberg Student Account for damages incurred during the contract period.

Students will be billed for damages, with charges assessed against individuals when individual responsibility can be determined, otherwise charges will be divided equally among all Students, at the discretion of the Coordinator of Student Rental Properties.

Unless terminated earlier, this Contract shall terminate upon the expiration of the contract period.

A contract shall not be renewed automatically but may be renewed by notification from University and acceptance by student so notified of eligibility to renew.

### **Utilities**

Student shall pay for gas, electricity, telephone, and cable TV for the Residential property unless otherwise indicated in Covenant #1 above. Prior to occupancy and receipt of keys, Student shall establish an account with the gas and/or electric companies for service for which the Student is responsible. If after the Contract Period commences, University receives a bill from a utility for which Student is responsible, University has the right to pay the bill and charge the Student's account for reimbursement plus a penalty charge of fifty dollars (\$50) per Student, per bill processed.

Student shall not leave doors and windows open in winter or engage in any other practice or activity, which in the opinion of the University would cause an excessive usage of utilities.

Student must send written request to University for approval to have an air conditioner, washer, dryer, or any other appliance or equipment which might cause additional utility usage. When such approval is granted, it shall be made a part of this agreement and may be subject to an additional charge.

When the Premises are unoccupied for more than twenty-four hours, student shall not set the thermostat lower than 60 degrees Fahrenheit.

### **Move-In and Move-Out Inspection**

An inspection form shall be provided to Student on or before move-in. The form is to report the condition of the Residential Property and is not a request for maintenance or repairs. Within forty eight (48) hours after move-in, Student shall note any defects or damages on the form and deliver or mail all copies of the form to the University; failure of Student to return form shall be deemed as Student's acceptance of the Residential Property to be in good and clean condition. Upon receipt and review by University, Student's copy shall be returned to one of the individual Student's campus mailbox. If Student does not receive the copy within two weeks, it is the Student's responsibility to verify with the Office of Residence Life that the form was received by said office.

A final inspection by the University shall be conducted after the end of the Contract period and after the Residential property has been vacated. The University is authorized to charge the Wittenberg Student Account of each individual Student with all

or any portion of the cost to repair and restore any damages incurred beyond normal wear and tear.

Each individual Student authorizes any individual Student participating in the inspection of the Residential Property and completing the inspection form to represent and bind him/her with respect to all matters concerning the condition of the Residential Property.

#### **Occupancy**

Student agrees that only the individual Students who sign this Contract may occupy the Residential property for more than ten (10) days without the prior written consent of the University. In violation of this condition, Student shall pay the sum of Twenty Dollars (\$20) per day for each person occupying the Residential Property without permission. University is authorized to charge the Wittenberg Student Account of any or all individual Students with the additional rent. Payment of such additional rent does not cure the default created by such occupancy.

Student shall not leave the Residential Property vacant for more than fourteen (14) days without sending written notification to the University.

Student agrees that the attic or basement shall not be occupied in any manner except for storage.

One bedroom is available for each individual Student.

#### **Use of Residential Property: Conduct of Student**

Student shall act and require other persons on the Residential property with Student's express or implied consent to act in a manner that will not disturb Student's neighbors' peaceful enjoyment of their neighboring Residential property.

Student shall not consent to any street or block party without the prior written consent of University.

Student shall not for any reason be, or permit any other person to be, on the roof of the Residential property and shall not allow any object to be placed or remain upon the roof of the Residential property.

#### **Responsibility for Condition of Contracted Residential Property**

Student agrees to keep the Residential Property in a clean and sanitary condition and in as good a condition as when this Contract began, excepting normal wear and tear. Normal wear and tear means deterioration, which occurs without negligence, carelessness, accident, or abuse.

Student shall use reasonable diligence in the care of the Residential property and shall be responsible for: (I) supplying and replacing light bulbs and smoke detector batteries; (II) containing trash in a clean, safe, and sanitary manner by packaging it securely in containers or

plastic bags, keeping same outside of the living area, placing same at the designated pick-up site, and after pick-up promptly removing all containers from pick-up sites; (III) keeping lawn and porch areas free from all furniture except that which is expressly designed for porch and outdoor use; (IV) eliminating any condition that may be dangerous to health and safety (e.g., removal of ice/snow, litter or glass from walks and drives); (V) taking precautions to preclude broken water pipes due to freezing; and (VI) reimbursing University for costs incurred for (a) plumbing stoppages and damages caused by foreign or improper objects in lines exclusively serving the Student's dwelling and not caused by University's negligence; (b) damages to doors, windows, or screens and not caused by University's negligence; (c) damages from window or doors left open; (d) pest control treatment, excepting wood-destroying insects; (e) lost or misplaced keys; and (f) all damages resulting from Student's failure to promptly notify University of needed repairs.

Student shall **NOT**: (I) make any repairs or alterations to the Residential property without written permission from University; (II) remove any part of the Residential property or University's property for any purpose; (III) remove, change, or re-key any lock (a lock & hasp on the interior doors is a violation of City Code); (IV) make holes in the woodwork, floors, or walls except that a reasonable number of small nails may be used to hang pictures; (V) permit water beds on the residential property; (VI) permit upholstered furniture on porches or lawns (City ordinance with fine attached); (VII) permit electric space heaters on the residential property.

Student authorizes University to charge the Wittenberg Student Account of one or more of the individual Students to recover costs for any loss, property damage, or cost of repairs or services to the Residential property caused by negligence or by improper use by Student, Student's guests, or other occupants.

#### **Pets**

Student may **not** keep or permit pets on the Residential property at any time. A pet for these purposes is defined as any creature that cannot be caged 24 hours a day without being injurious to its health. In violation of this condition, student(s) shall pay the sum of five hundred dollars (\$500) per report of a pet on the residential property. Payment of this fine does not cure the default caused by the presence of the pet. After notification of a pet violation, an unannounced inspection to verify the removal of the pet will be conducted.

#### **Parking**

Student shall neither park nor allow to be parked any vehicle on the Residential property except in designated areas, if any, provided by the University.

#### **Keys**

Student agrees to return keys at the termination of occupancy or pay University the sum of \$60.00 for lock replacement. There will be a Thirty dollar

(\$30.00) charge to replace each lost key and a five dollar (\$5.00) key-in fee.

**Liability**

University disclaims, and Student waives to the fullest extent permitted by law, any liability of the University that may arise from the loss, damage, or destruction of Student's property and from injury to any person on the Residential property unless such damage or injury is caused by the gross negligence of University.

Student agrees to notify University immediately of any dangerous or potentially dangerous conditions on or about the Residential property.

University shall insure the building, but not its contents, against loss from fire and extended liability. University does not insure Student's property against loss, theft, and damage.

University strongly recommends that Student secure his/her own insurance coverage for protection against liability and loss of personal property.

**University Access**

Student agrees to give University or its representative access to the University to provide services or repairs when requested by Student, when notice is impractical, to verify removal of a pet, and in the event of an emergency. The term, "emergency," includes entry to verify that the thermostat in the Residential property is set at the minimum of 60 degrees Fahrenheit when the outdoor temperature is, or is forecast to register, below 32 degrees Fahrenheit within twenty-four (24) hours. At all other times, University may enter upon twenty-four (24) hours advance notice for the purposes of making repairs, decorations, alterations, and improvements or to exhibit the Residential property to prospective or actual purchasers, mortgagees, students, workmen, and contractors. In addition, University may make an inspection upon twenty-four (24) hours advance notice once a semester to determine the general condition of the Residential property.

**Prohibition Against Alcohol, Drugs, Firearms**

Student agrees to abide by the laws of the State of Ohio and the policies of Wittenberg University with respect to the possession, use, and consumption of drugs and alcoholic beverages. Student specifically agrees not to furnish, serve, or permit consumption, or to allow others to furnish, serve, or permit consumption, of any alcoholic beverage by persons under the age of 21 years.

Student shall not keep or allow others to keep any firearms, fireworks, or any other dangerous or hazardous materials on the Residential property.

**Smoke Detector**

University has installed one or more smoke detectors on the Residential property. Student is responsible for replacing batteries. University

shall repair or replace any smoke detector that is defective. Student shall be responsible to test and inspect each smoke detector each month during the Contract Period to insure proper operation and to promptly advise the University of any apparent defects. Student releases, indemnifies, and agrees to hold the University harmless from and against any liability arising from Student's failure to discharge its obligations under this paragraph.

**Default; Student Breach; University Termination**

If the Student, or any individual Student, fails to discharge the Student obligations under this Contract, the Contract shall be in default. In addition, and without limitation, the following constitute specific events of default:

- (a) Student or any individual Student fails to pay any payment or other cost or expenses arising out of this Contract and charged to his/her Wittenberg University Student Account at the times that such Account becomes due.
- (b) Student or any individual Student fails to maintain his/her status as a student at Wittenberg University.
- (c) Student breaches any other condition of the Contract and fails to correct such breach within ten (10) days after written notice of such breach is delivered.

In the event of a breach, University shall be entitled to all remedies, whether legal or equitable, to terminate this Contract, to remove the Student and recover possession of the Residential property, to collect any sums due, and to compel any action by the Student.

Student and each individual Student hereby consent to the jurisdiction of any Court in Clark County, Ohio, or to the Court of any jurisdiction in which the Student or any individual Student may be found.

Student acknowledges and agrees that failure to observe the covenants of this Contract may subject an individual Student to the student disciplinary proceedings generally applicable to Wittenberg students. Student also acknowledges and agrees that failure to pay any amount charged to the Wittenberg University Student Account under the authorization of this Contract may result Wittenberg's withholding the privilege to register for a subsequent term or to receive a transcript of work completed.

**Sublet; Assignment**

Student shall not sublet or assign this Contract without first obtaining the written consent of University.

**Termination**

If Student voluntarily withdraws from the University or ceases to attend classes, or if a disaster, fire, Act of God, or other event prevents performance of the University's obligations under this Contract, the University may cancel this Contract. Under Ohio Revised Code Section 5321.031, if Student violates a term of this Contract,

or any University rules, regulations, policies, or procedures, the University may cancel this Contract following written notice to Student and a hearing, in compliance with the University's procedures for disciplinary hearings. The University's notice and hearing procedures are described in the University's Student Handbook, which descriptions are incorporated into this Contract by reference.

**Holdover Tenancy**

Any Student remaining in possession after the termination of the Contract shall be a holdover student at will. The rent for any holdover tenancy shall be two (2) times the Payment stated in Item 2 of this Contract.

**Governing Law**

The laws of Ohio shall govern all matters relating to this Contract, including its enforcement and interpretation.

**Notices**

Notices to the Student shall be effective upon mailing by campus mail to the Student's Student Center Box or by regular United States Mail to the Student at the Residential property address or upon delivery to the Residential property.

Notices to the University shall be effective upon receipt by the Wittenberg Office of Residence Life, P.O. Box 720, Springfield, Ohio 45501.