

TERMS AND CONDITIONS

for University Family Housing Guest Housing

Department of Residence

Iowa State University

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Welcome to the Department of Residence at Iowa State University. Our mission is to advance the academic mission of Iowa State University by providing quality services and promoting living/learning communities that stimulate, enhance, and extend the total learning experience.

This document establishes the rules and regulations for guest housing located in the University Family Housing neighborhood at Iowa State University. Failure to comply with the rules and regulations listed in this document shall constitute a breach of the contract. You must also agree to abide by the laws of the United States, the laws of the State of Iowa, the ordinances of the City of Ames.

In addition, this document establishes the terms and conditions of the University Family Housing Guest Housing Contract, hereinafter referred to as contract. This agreement and the accompanying contract constitute the agreement between the Department of Residence, hereinafter referred to as department, and the guest resident, hereinafter referred to as you, for guest housing services located at University Family Housing.

Note: The Terms and Conditions are subject to change at any time. If a change is made, it will be posted on the official Terms and Conditions Web site at www.iastate.edu/~dor/contract.html. You are expected to be knowledgeable about and abide by the policies and procedures in this document, and you will be help responsible for violations. The Director of Residence or his designee must approve all exceptions to policies.

I. CONTRACTUAL CONDITIONS

1. Rates and Contract Term

A. Your apartment may be occupied as a private residence only by the named contractee(s) for the period beginning on the date indicated on the housing contract.

B. You must agree to pay the monthly rent to Iowa State University in advance of the first and no later than the 20th of each month during the period of the contract. The rental rate includes furnishings listed on the attached apartment inventory, garbage removal service, water, natural gas, electricity, basic telephone service, and basic and extended basic cable television service.

C. The department will pay tuition to the Ames Community School District for dependent children residing with you. Any tuition charges for dependent children not indicated on your contract or not reported to the University Family Housing Office since move-in will be charged to your university account.

D. The Board of Regents, State of Iowa, reserves the right to increase the rental rate with 30 days notice. If rates increase, a notice will be mailed to you informing you of the new rates. You will have the option of canceling your contract within 20 days of date of increase, without loss of prepayment. All such approved changes of rental rates will be accomplished by official communications from the university and do not require a new contract.

E. The first month's rent, or remaining days of the month, shall be billed upon signing contract.

F. Computation of the daily rental rate to be used at move-in time and for refund purposes upon vacating will be based upon the actual number of days in the month.

G. The department has the right to bill you for charges to cover damages, unpaid rent and utilities, and other amounts owed to the university.

H. You may not transfer possession of, lease, or sublease your guest apartment.

I. You must agree to a minimum of one month's residence in your assigned apartment.

2. Termination of Contract

A. You must provide a 45-day notice prior to the time you intend to move from the apartment.

B. You must remove all personal property from the premises on or before the last day of the term of this contract. Any property that you fail to remove shall be deemed to have been abandoned.

C. Your apartment or property will be deemed abandoned if:

1. You are physically absent from the apartment for at least fourteen (14) days without providing the department notice of an extended absence; and
2. You owe unpaid rent; and

3. The department has reason to believe in good faith that you have vacated the residence with no intent to return.

D. The department may cancel your guest housing contract when:

1. You fail to make payment of rent or other charges by the 20th of each month.
2. You choose not to accept approved changes in the terms of the contract.
3. You commit or maintain any nuisance, breach of the peace, or disorder in or upon the premises.
4. You have violated any provision of the contract and/or any rules established by the UFH Council, department, and Iowa State University.

You have ten (10) days to appeal the contract termination to the Director of Residence. Violation of any of the contract conditions during the 45-day vacate period will result in university disciplinary action or earlier termination of the contract.

II. GENERAL POLICY PROCEDURES

1. Liability for Personal Property or Injury

Although the university will make all reasonable efforts to protect your property, neither the university nor the department is in any way liable for the loss of theft of, or damage to, any property belonging to you or for injuries sustained by you, other occupants, or your guests. You shall not hold the university responsible for damage or injury cause by breakage, leakage, or obstruction of pipes, and from other latent defects not known to the university.

2. Vandalism and Damages

You will be held responsible for damages to department property that are caused by you or your guest(s). Willful destruction or defacing of university, private, or public property is prohibited. If you are found responsible for damage to property, you will be charged for replacement or repair of the damaged property.

You are also responsible for the upkeep of your apartment. You may be charged a fee for areas kept in poor physical condition and requiring non-routine service from maintenance and custodial staffs.

In the event of damages to your building, the department reserves the right to assess the residents in your building for reasonable damages, with a minimum charge of \$5 per person, if the responsible person(s) cannot be identified.

The department shall notify the residents in writing of its intent to assess a charge. If the charge is contested within seven (7) days, the charge will not be completed until the appeal process is complete.

3. Apartment Personalization

(A) Furnishings

You may not substitute any of the furnishings listed on the attached apartment inventory.

(B) Painting and Papering

Guest housing residents may do no painting or papering in the apartment.

(C) Apartment Alterations

Residents agree to make no changes, alterations, or additions in or to the premises of University Village.

4. Apartment Entry

(A) Apartments may be entered under the following conditions:

1. General Inspection and Maintenance:

(a) Your apartment may be inspected periodically for maintenance purposes. You will be notified at least 24 hours prior to the apartment maintenance inspection.

The reason for the inspection and/or the specific department property to be inspected will be listed on the notice.

(b) Any time your apartment has been entered by a maintenance person, a work order form will be left in the apartment.

2. Emergencies

There may be entry without notice in emergencies where imminent danger to life, safety, health, or property is reasonably feared.

3. Other

(a) to maintain an environment that facilitates the scholarship of other residents, including turning off an alarm, stereo, television, CD player, or other item that has been left unattended and is causing a disturbance. Before entering the room, staff will make a reasonable attempt to locate the occupants.

(b) if you permanently vacate your apartment or apartment is deemed abandoned.

5. Guests and Visitors

You are responsible for your guests/visitors. Guests must abide by all policies.

6. Insurance

The university does not carry insurance on you or your property. You are encouraged to review any existing homeowners insurance policies for coverage or to carry your own insurance. If you are found responsible for damages, you will be held liable for all or any portion of the loss.

7. Fire Alarms and Equipment Abuse

Smoke detectors and fire extinguishers are installed for your protection. Report immediately to the University Family Housing Office any apparent defects in fire safety equipment. Tampering with fire equipment, including the removal of

batteries in smoke alarms, is a violation of state law and may also lead to university disciplinary action.

In the event of any fire extinguisher being used, call the Service Center for recharging and checking, and replacing if appropriate.

8. Weapons and Explosives

Anyone who uses, threatens to use, or is found in possession of a weapon or potential weapon should expect to be removed from University Family Housing immediately. A weapon shall be defined according to Iowa State University's Student Disciplinary Procedures.

9. Keys and Building Access

A set of keys will be issued to you when you check in to your apartment. You are responsible for these keys. You may not give your keys to another individual to use, except family members listed on your rental agreement. You may not have duplicate keys made. If you lose a key, notify the University Family Housing Office immediately for safety and security reasons. You will be able to purchase replacement keys and a lock change.

If you lose your keys, you will be charged \$26 for a lock change and \$13 for each lost key.

For safety and security reasons, you are urged to keep your apartment door locked and refrain from propping open outside doors. Access to your apartment is limited to you, other occupants, and your guests.

10. Pets

You may have fish, amphibians, crustaceans, and mollusks, provided they are not capable of surviving outside of a controlled environment, such as an aquarium. You may have up to three aquariums of a maximum combined capacity of 30 gallons with appropriate equipment. Gerbils, hamsters, and birds are permitted, provided they are in cages. All other organisms, including dogs, cats, rabbits, ferrets, or similar animals, are not allowed. Visiting pets, except those stated above, are not allowed. Any animal that infringes upon the rights of a resident or is potentially damaging to department property or programs can also be banned. A violation of this policy may result in a minimum charge of \$50. Additional sanctions, including termination of your guest housing contract, may also be imposed.

11. Alcoholic Beverages and Controlled Substances

All state, federal, and local laws and university policies pertaining to alcohol and other drugs, including controlled substances, apply to residents and guests within the apartments.

Residents who are not 21 or older and who are found responsible for possession and/or consumption of alcoholic beverages, including behavior that is a result of alcohol consumption, will receive sanctions through the judicial system and will be referred to the Student Counseling Center or Substance Abuse Violence Prevention Office for alcohol assessment and/or screening. The resident will be charged a fee for the assessment and/or screening.

All events (parties, social events, programs) held in UFH common areas must follow the pertinent sections of the Iowa Code and Student Disciplinary Regulations. Events held at 100 University Village must be registered with the University Family Housing Office or any Resident Manager at least 24 hours prior to the event. Any events held in grass areas and patios immediately adjacent to the apartments at which the amount of alcohol being served/consumed is equal to or exceeds 1 pony keg (8 gallons) of beer, 2 gallons of wine, ½ gallon of distilled spirits, or any equivalent combination thereof must be registered with the University Family Housing Office or any Resident Manager at least 24 hours prior to the event. Events held in Schilleter Village basements must be registered with the Resident Manager at least 24 hours prior to the event.

Alcohol is not allowed at any time on playgrounds, in Laundromats, and in parking lots, streets, or sidewalks.

In consultation with the representative student governments, the president of Iowa State University has the authority to adopt special rules regarding use, possession, and consumption of alcohol during the annual VEISHEA celebration. The rules will be published in the *Iowa State Daily* and by other means before the celebration. Students and student organizations violating these rules are subject to disciplinary action.

12. Smoking

Smoking is prohibited in buildings that are designated smoke-free.

Smoking is permitted in private rooms in buildings in which smoking is allowed. Smoking is not allowed in any public areas of the buildings. Cigarette butts are to be disposed of properly and not littered on University Family Housing grounds. Violating the smoking policy will result in disciplinary action that could include being removed from University Family Housing.

Residents of a building in which smoking is permitted may request that their building become a non-smoking environment if all residents agree and subsequently notify the University Family Housing office in writing.

