UNIVERSITY TRAILS STUDENT LEASE AGREEMENT

Please read this document carefully. This Lease Agreement is a binding document that details a set of conditions between you, the Student (the “Student”), and The University of Mississippi (the “University”). This Lease Agreement guarantees you a space in a campus apartment for the Agreement Term specified below. This Lease Agreement may be terminated only under the conditions specified herein. Students and their parents or guardians are urged to read carefully the terms and conditions of this Lease Agreement. If the Student is under 18, a parent or guardian must sign this Lease Agreement along with the Student.

THIS LEASE AGREEMENT (the “Lease”), made and entered on __________________ by and between the UNIVERSITY, a Mississippi public institution of higher learning and __________________________ (the “Student” or “Resident”).

WITNESSETH:
The University has agreed and does hereby rent unto the Student, the premises described as University Trails (the “Premises”) and all common area appurtenant to the Apartment and to the Premises, to be occupied and used based upon the terms, conditions and provisions herein set forth. As used herein, “Premises” also includes the real property appurtenant to the apartment building, including the parking lot, as well as the Apartment for the agreed-upon term.

I. General
1. No Subletting: Students may not sublet or rent the Apartment, or any portion thereof, or permit any person who has not signed an agreement to lease the Apartment from the University to use the Apartment as a residence.
2. Occupancy: This contract is personal and may not be assigned or transferred to another person. This space may not be sublet or leased to anyone else at any time during this contract’s duration. Violation of this can result in fines or eviction. Residents are not permitted to move rooms or apartments at any time without permission from the Office of Global Engagement (OGE). Unoccupied rooms are considered under possession of the OGE. They are not to be used by the apartment’s residents or guests of the residents. OGE reserves the right to move another resident into any open rooms at any time without prior notice.
3. Visitors and Guests: Any visitors will be short-term and the resident will ensure all of their housemates are in agreement with their visit as to not make anyone uncomfortable. The resident will accompany all visitors and guests at all times within the apartment. Overnight guests are not allowed. Any overnight visitors are in violation of occupancy and the lease. The OGE reserves the right to ban short-term visitors to apartments if complaints are filed.
4. Eligibility: Eligibility for residency on the premises is based on the student’s relationship with the OGE, being a student, faculty member, or staff member who leases a room at University Trails under the OGE lease.
5. Discrimination: The University does not discriminate on the basis of race, color, gender, disability, sexual orientation, or national or ethnic origin in the assignments of rooms or in the assignments of persons as roommates and rejects all requests for changes based upon such reasons. In addition, the University complies with all applicable federal, state, and local laws governing non-discrimination.
6. Rules and Regulations: Student and his/her guests and agents shall comply with and abide by all of the University’s existing rules and regulations and such future reasonable rules and regulations as the University may, at the University’s discretion, from time to time, adopt governing the use and occupancy of the Apartment and any common areas used in connection with them. The University reserves the right to make changes to the existing rules and regulations and to adopt additional reasonable rules and regulations at its sole discretion. Student acknowledges that s/he has had access to and the opportunity to read the University Trails Resident Handbook, which includes residential policies. A possible consequence may be eviction for violations of university policy, rules and regulations. Eviction may be immediate.
7. Natural Disasters: In the event of an unforeseeable cause beyond the control of and without the negligence of the University, including, but not limited to fire, flood, other severe weather, acts of God, interruption of utility services, acts of terrorism and other unforeseeable accidents, the University reserves the right to keep the Premises a safe environment by any means, including, but not limited to, temporarily or permanently removing Student from the Apartment.
8. Renewable: The Student understands that this Lease is renewable if the student obtains permission from the Office of Global Engagement 60 days before the start of the extension term.
9. Entry: The University or its duly authorized representative shall have the right, at any time, to enter upon and into the Premises for the purpose of health and safety inspections and/or making any necessary repairs or replacements.

10. It is understood and agreed that Student has examined the Premises, and by execution thereof, accepts said premises in its present condition.

11. Conduct of resident: Resident shall comply with all written rules and regulations furnished to Resident or posted in the common areas of the property with respect to resident’s conduct in, on, and around the property and Unit. Resident agrees that Resident or Resident’s guests shall not (1) be loud, obnoxious, disorderly, boisterous or unlawful (2) disturb or threaten the rights, comfort, health, safety or convenience of anyone in or near the apartment community (3) disturb or disrupt the business operations of the apartment community (4) engage in or threaten violence (5) display, discharge or possess a gun, knife or other weapon in a way that may alarm others (6) possess, sell or manufacture illegal drugs or drug paraphernalia in the Unit or Premises or anywhere else at the property (7) operate a business in the Unit or Premises or at the property (8) bring or store hazardous materials (9) be involved in or commit a criminal activity, including being arrested for a criminal offense involving actual or potential physical harm to another person or involving possession, manufacture or delivery of a controlled substance, marijuana or drug paraphernalia. Resident shall maintain and clean all communal areas including, but not limited to hallways, baths, stairwells, patios, lounges, studies, utility rooms and kitchens. Garbage shall be disposed of only in appropriate dumpsters. If garbage is left anywhere other than in the dumpsters, all residents involved will be subject to fines. If garbage is left in common hallways, the entire floor will be fined. Resident shall be responsible for keeping the Unit and Premises in a good and clean condition. At anytime during the term of this Lease, The University of Mississippi or University Trails’ staff shall have the right to inspect the unit and premises to perform whatever cleaning or maintenance services they deem appropriate. In the event that Resident fails to comply with Resident’s obligation under this lease to keep the unit and the premises in a good and clean condition, The University of Mississippi or University Trails’ staff may intervene.

12. Disciplinary Action: The University of Mississippi’s OGE expects visiting international students living within the University Trails apartments arranged by this office to follow the rules and regulations listed here in this contract and addenda.

There are certain areas under which the OGE has the authority to dismiss a resident from housing leased by the OGE at University Trails. Any behavior that endangers another person or property can result in immediate dismissal.

In the event that a resident is called into the OGE or the office writes to the resident in regards to disciplinary action, the resident’s home university will be notified.

The following behaviors are among those that may result in immediate dismissal from housing at University Trails or temporary suspension pending a final resolution of the matter:

- violation of the laws, rules and regulations of University Trails and the OGE
- behavior that is disruptive and detrimental to others residing in the University Trails apartments
- conduct that damages or destroys property of another person or University Trails
- behavior that gives the OGE reasonable cause to believe that the continued presence of the resident in the housing constitutes a danger to the health or safety of themselves, persons or property
- repeated offenses or severe infractions of the housing rules and regulations as established by University Trails and OGE
- alcohol misuse
- physical or sexual assault
- harassment
- possession, use or distribution of illegal drugs
- setting a fire or possession of explosives
- possession of a weapon, including BB guns and knives
- theft
- repeated bad behavior for which the resident has been warned in writing

Repeated offenses or severe infractions of the housing rules and regulations as established by University Trails and OGE may result in expulsion from housing arranged by OGE at University Trails. If a resident is removed from housing but remains at UM, the resident will be responsible for locating and paying for the alternative
housing. If alternative housing cannot be found, the resident will be dismissed from the program and forfeit academic credit and any financial refund.

In the event of an infraction, which does not cause immediate danger and where there is an allegation of a violation of the rules and regulations of the housing contract and addenda, the following steps, in order, will be taken:

1. The OGE will investigate the alleged violation using the resources available to them, including CA and GCD reports, and will have a frank discussion with the resident of expectations and consequences, and notify the home university if applicable.
2. The resident will be informed, in writing, of the alleged violation and notify the home university if applicable. The resident will be given an opportunity to respond in person and present any witnesses or ask questions of witnesses, if any, that the complainant has identified.
3. If the behavior continues, the resident will be warned, in writing, of the expectations and consequences, and the home university notified if applicable.
4. The OGE may temporarily suspend the resident from their assigned apartment pending final resolution of the matter, and the home university notified.
5. After the facts have been examined, the OGE will take appropriate action and inform the resident in writing of the decision, and notify the home university if applicable.
6. Depending on the severity of the case, one or more of the following should apply if the resident is found guilty of the allegation:
   - Written Warning
   - Reassignment to another housing location, if available
   - Written dismissal from housing from the OGE
   - Other action deemed appropriate to the specific case

II. Financial Responsibilities
1. Billing: Billing for University Trails is due at the beginning of the term.
2. Services Provided: Rent includes the following: water, sewer, trash removal from designated collection points, basic cable television, local phone services, internet service, and a portion of the electricity bill not to exceed $30.00 per person for each apartment as defined “apartment” is one apartment consisting of 3 or 4 bedroom / bathroom spaces, living room, kitchen and washer/dryer area. In the event that the electricity bill for the entire apartment exceeds $30.00 per person in an apartment in a given month, payment should be made directly to University Trails for an equal share of the overage.
3. Application Fee: The Student shall pay a non-refundable application fee in the sum of $75.00 to insure against default under the yearly agreement hereby provided.
4. Damages: The Student agrees to notify the University promptly of any damage to the Premises, including shared apartment spaces and outside areas of the apartment complex. Student shall pay for any damages s/he causes to Student’s Room, the Apartment or furnishings or appliances therein, or outside areas of the apartment complex that are assessed. All students of the Apartment will be liable to pay a prorated, non-negotiable amount for any damage to the common areas of the Apartment or furnishings or appliances therein if the responsible individual cannot be identified by the University. Damage charges are determined by University Trails and include, but are not limited to, materials, labor, replacement, and fines.
5. Responsibility for Room: The resident is responsible for the condition of the assigned space and shall reimburse the University of Mississippi for all damage to the space, whether the damage was a result of committing an act or failure to do an act to prevent the damage. The resident is also responsible for loss of fixtures, furnishings, or properties furnished under the contract. No alterations are to be made to the furniture provided by University Trails. Every piece of furniture in the assigned room at the time the resident moves in must stay in the room for the duration of residency. The resident may not move, trade, or store furnishings from the space. Additional furniture brought into the room must be freestanding and clear of all existing furniture, fixtures, or walls contained in the room. Residents will be required to complete a Room Condition Report within 24 hours of check in and return it to the OGE. The room must remain in the condition assessed at check in or be improved at the time of check out. A condition report must be filled out within one week of occupancy and a check out list must be completed prior to vacating the apartment. Those vacating housing without following this procedure will be charged according to University Trails’ damage charges.
6. Responsibility for Communal Property: (Including, but not limited to hallways, baths, stairwells, patios, lounges, studies, utility rooms and kitchens.) Residents are expected to take every precaution to assure that communal property is not abused.

7. Renter’s Insurance; Release and Indemnity Provisions: Student shall be solely responsible for insuring any of his/her personal property located or stored upon the Premises upon the risks of damage, destruction, or loss resulting from theft, fire, smoke, weather, water damage and all other hazards and casualties. The Student by the execution hereof releases the University, its agents, employees or representatives from any and all liability for any injury to the Student, members of the household, guests or anyone on said Premises; and this release shall be applicable to the entire complex, including parking areas, walkways, swimming pool, exercise room, office space, or any other common areas, but not limited to the same.

Regardless of whether Student secures such insurance, the University shall assume no responsibility, and Student or other party to this Agreement shall, to the maximum extent of the law, release, indemnify, hold harmless and forever discharge the University and its agents and employees, for any and all liability, claims, demands, action and causes of action whatsoever arising out of or related to any loss, theft, property damage or personal injury, including death, whether such losses occur in Student’s Room, the Apartment, or elsewhere in or around the Premises.

8. The University shall not be liable for any damages or loss to personal property caused in any manner at said Premises and shall not be liable for personal injury or damage or loss of the Student’s personal property from theft, vandalism, fire, water, smoke, explosion or any other cause whatsoever.

9. Keys: Keys are provided for the Student’s use. Failure to return all keys will result in a lock change and such charges will be assessed to the Student.

10. Students are not allowed to change rooms without consent from OGE and from the Department of Student Housing. Students who change rooms without consulting the OGE and the Department of Student Housing will be charged $200 for changing and $25 per night until said student moves back to his or her designated room.

III. Miscellaneous

1. Entire Agreement: All University rules, regulations, policies and procedures (including those found in the University Trails Resident Handbook) are incorporated herein and are part of this Agreement. No modification of this Agreement will be enforceable unless reduced to writing and signed by Student and the Director of Student Housing and/or his/her designee.

2. Waiver: No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise contained herein.

3. Amendment of Laws: In the event that subsequent to the execution of this Agreement any state statute regulating or affecting any duty or obligation imposed upon the University pursuant to this Agreement is enacted, amended, or repealed, the University may, at its option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this Agreement.

4. Dispute Resolution: Any disputes arising under this Agreement shall first be addressed to Department of Student Housing and/or the OGE. Any appeals to decisions there from shall be resolved through the Office of the Vice Chancellor of Student Affairs or his/her designee. These procedures shall be followed prior to Student instituting any other legal proceedings.

5. Severability: The invalidity of one or more provisions in this Agreement shall not affect the validity of any other provision hereof, and the Agreement shall be construed and enforced as if such invalid provision(s) were not included.

6. The Student identified herein agrees to be enrolled as a University Student while residing in the Premises.

7. The University reserves the right to remove unauthorized items from breezeways and charge the Student a storage fee. Abandoned items left unclaimed after one month (30 days) will be disposed of. (“Abandonment”), as used in the contract, means that (1) you appear to have moved out in the University’s reasonable judgment because of substantial removal of clothes, furniture or personal belongings from the residence hall room and housing unit, and (2) either the date by which the Contract obligates you to leave such room has passed or no one has been in the room for five (5) consecutive days while the rent is due and unpaid. If there has been an abandonment of the unit, the University may remove and/or store all property remaining in the room or common area at your expense. Property removed after abandonment may be thrown away by the University if it is perishable (food, medicine, or plants) or worthless in the University’s reasonable judgment. All other property removed and stored by the University shall, after 30 days, become the property of the University to be either used or disposed of in accordance with policies and procedures. The University may, at its sole discretion, charge the student a reasonable fee for storage of items.
IV. Cancellation

1. Cancellation prior to term beginning: Cancellations must be made in writing no later than one month before the official arrival date of selected term. Residents will be financially responsible for the selected term's rent if they do not cancel by this deadline.

2. Cancellation after the start of the term: The contract may be terminated after the start of a term without forfeiture of charges only under circumstances that are determined by the OGE to be beyond the resident's control. If the resident breaches this contract, and it is determined that the circumstances are not beyond the resident's control, the resident will be charged the full amount of rent for the term in breach, e.g. if a student signs an academic year lease and moves out after the fall semester, that student will be charged for the spring semester.

This contract is not governed by the Mississippi Residential Landlord and Tenant Act § 89-8-1 et seq.
Print Name:

________________________________________________________________

Period of Contract: (please select)

_______ Fall Semester
_______ Academic Year (Fall and Spring)
_______ Spring Semester
_______ Summer I
_______ Summer II
_______ Full Summer

RECEIPT OF AGREEMENT: THE UNDERSIGNED RESIDENT has read and understands this Agreement and hereby acknowledges receipt of a copy of this Housing Contract.

Resident’s Signature:__________________________________________________________

Date:____________________________________

RECEIPT OF AGREEMENT: THE UNDERSIGNED RESIDENT has read and understands the Office of Global Engagement University Trails Resident Handbook and hereby acknowledges receipt of a copy of this addendum.

Resident’s Signature:__________________________________________________________

Date:____________________________________