

**UNIVERSITY OF NORTH DAKOTA HOUSING OFFICE**  
**525 STANFORD ROAD STOP 9029**  
**GRAND FORKS, NORTH DAKOTA 58202-9029**  
**UNIVERSITY APARTMENT LEASE AGREEMENT**  
**TERMS AND CONDITIONS OF LEASE**

**1. BASIC TERMS:**

a. Occupants

Leaseholder:

- i. Name: **JOE LEASEHOLDER**
- ii. ID: **XXXXXXX**
- iii. Date of Birth: **XX/XX/XXXX**
- iv. University Status: **Student/Faculty/Staff/Affiliate**
- v. Leaseholder Status: **Leaseholder**

Non-Leaseholder Household Members:

**JOHN LEASEHOLDER, DEPENDENT**

b. Apartment Unit:

**APARTMENT UNIT ADDRESS**

**GRAND FORKS, NORTH DAKOTA 58203**

c. Lease Effective Date: **DATE LEASE IS SIGNED**

d. Occupancy Date: **DESIRED MOVE-IN DATE LISTED ON APPLICATION**

e. Monthly Apartment Rent: \$ **XXXX.00**

f. Utilities Paid by University:  Heat  Electricity  Gas  Water & Sewage  
 Cable TV  Garbage Collection  Internet

g. Utilities Paid by Leaseholder: All utilities not provided by University

2. **LEASE AGREEMENT** – This apartment lease (the “Lease”) is made and entered into between the University of North Dakota, acting through its Housing Office (the “University”), and the individual listed above as “Leaseholder” in the “Occupants” section of Basic Terms as of the date set forth above as the “Lease Effective Date”. Additional Leaseholders may enter into their own Lease Agreement with the University provided written permission from current Leaseholders is obtained. In consideration of the mutual covenants set forth in this Lease, the University leases the apartment unit identified above, (the “Apartment”) to the Leaseholder and the Leaseholder leases the apartment from the University. It is agreed that the University may terminate this lease and take possession of said apartment at any time for violation of any of the terms and conditions, or regulations forming a part of this lease, or for health, social, or any other reason deemed necessary by University officials, or if the Leaseholder withdraws from school. The Apartment shall be used only as a private residence, and for no other purpose.

3. **OCCUPANCY** – To be eligible to reside in University apartments, the Occupants must meet one of the following criteria. The eligibility requirements set out here are for University Housing purposes only and do not apply to other University program requirements. Written permission from the University must be secured before any other person is allowed to reside in the apartment.

**A. Leaseholder Eligibility**

All Occupants who meet the Leaseholder requirements must apply and sign their own Lease.

a. **UND Student**

- i. Any undergraduate who has fulfilled the First Year Live-On Requirement for the residence hall community. Students who have fulfilled this requirement are defined as undergraduate students who
  - 1) lived in the residence hall community for the first year following their high school graduation or equivalent or

- 2) have more than 24 transferable, post-secondary, semester credits that have been earned following high school graduation or equivalent or
- 3) have a spouse/partner and/or maintains custody or visitation rights for children or other dependents.

Undergraduate student Leaseholders must enroll in, maintain, and complete at least nine (9) credit hours each semester.

OR

- ii. Any student who is pursuing a graduate or professional degree. Graduate/professional student Leaseholders must enroll in, maintain, and complete at least six (6) credit hours each semester.

Student Leaseholders must maintain enrollment each semester until graduation or discontinued enrollment, but do not need to attend summer school if enrolled for the following fall semester.

- b. **Post-Doctoral Research Fellows, Certified Flight Instructors, Medical Residents, and Faculty/Staff/UND Affiliates** are eligible for University housing. Written verification or proof of employment/affiliation must be provided prior to assignment and for each additional semester of occupancy.

B. **Non-Leaseholder Occupants** must meet one of the following.

- a. Spouse/partner.
- b. Child or dependent of the primary Leaseholder or partner/spouse/domestic partnership.

- 4. **GUESTS** -- Any person not listed on the Lease or entering into their own individual Lease Agreement is considered a guest. Leaseholders having guests staying for more than 15 days must obtain written consent from the University in advance. For purposes of this Lease, "Occupant" shall mean any occupant of the Apartment that has been approved by the University, and "Guest" shall mean any guest or other invitee of either the Leaseholder or an Occupant. Guest(s) staying over 15 days without the written consent of the University shall be considered a breach of this Lease. If this Lease is violated by any Occupant or Guest, then the Leaseholder will be deemed to have violated this Lease.
- 5. **OCCUPANCY STANDARDS** - The following occupancy standards have been set for UND apartments.

UNIT TYPE	MAXIMUM # OF OCCUPANTS
Sleeping Room	1 person
Efficiency Apartment	2 people
One Bedroom Apartment	2 people
Two Bedroom Apartment	4 people
Three Bedroom Apartment	6 people

- 6. **MULTIPLE LEASEHOLDERS - ALL LEASEHOLDERS RESPONSIBLE FOR ALL DEBTS** - Leaseholders are responsible for paying the rent and any other money due under this Lease or as a result of any breach of this Lease, and each and every Leaseholder is jointly and severally responsible for paying the full amount of such debts, not just a proportionate share. If this Lease is violated by any Leaseholder, by any Occupant, or by any Guest, then each and every Leaseholder will have violated this Lease. Notice to any individual Leaseholder shall constitute notice to each and every Leaseholder.
- 7. **NONDISCRIMINATION** - The University of North Dakota (UND) is committed to the principle of equal opportunity in education and employment. UND does not discriminate on the basis of race, color, national origin, religion, sex, age, disability, sexual orientation, gender identity, genetic information, creed, marital status, veteran's status, political belief or affiliation or any other status protected by law. Pursuant to Title IX of the Education Amendments of 1972, UND does not discriminate on the basis of sex in its educational programs and activities, employment and admission. UND will promptly and equitably investigate reports of discrimination or harassment and take disciplinary action as appropriate.

Retaliation in any form against a person who reports discrimination or participates in the investigation of discrimination is strictly prohibited and will be grounds for separate disciplinary action.

The University's policies and procedures for complaints of discrimination or harassment are found at <http://und.edu/affirmative-action/files/docs/discrimination-harassment-policy-procedures.pdf> or in the University's Code of Student Life at <http://und.edu/student-affairs/code-of-student-life/>.

Concerns regarding UND's equal opportunity and nondiscrimination policies, including Title IX, Title VI, Title VII, ADA, and Section 504 may be addressed to Donna Smith, Director of Equal Employment Opportunity/Affirmative Action and Title IX/ADA Coordinator, 401 Twamley Hall, 264 Centennial Drive Stop 7097, Grand Forks, ND 58202-7097, telephone 701.777.4171, email [und.affirmativeactionoffice@UND.edu](mailto:und.affirmativeactionoffice@UND.edu) or [donna.smith@UND.edu](mailto:donna.smith@UND.edu) or visit the website at <http://und.edu/affirmative-action/>. A complaint or concern regarding discrimination or harassment may also be sent to the Office for Civil Rights, U.S. Department of Education, 500 West Madison, Suite 1475, Chicago, IL 60611 or any other federal agency.

8. **ASSIGNMENT** - Once the Apartment is assigned, the applicant will receive notice via e-mail and have seven (7) calendar days to accept or decline the assignment and accept the Lease terms. Written cancellations received within the 7-day period result in the removal of the applicant's name from the waiting list. Failure to accept or cancel the assignment in writing by the deadline indicated in the assignment email will result in the loss of the assignment and cancellation of the application.

If one or more Leaseholder(s) cancels the Lease, it is understood that the remaining Leaseholder(s) will be responsible for the total apartment rent.

Leaseholder(s) terminating their Lease prior to Occupancy Date are required to submit a cancellation notice in writing to the University. Leaseholders will be subject to a liquidated damage fee as listed below.

Day Cancellation Notice is Submitted	Fee
46 - 60 days prior to Occupancy Date	\$0
31 - 45 days prior to Occupancy Date	\$200
16 - 30 days prior to Occupancy Date	\$400
6 - 15 days prior to Occupancy Date	\$700
0 - 5 days prior to Occupancy Date	\$1000

9. **DELAY OF OCCUPANCY** - The University is not responsible for any delay in the Leaseholder's occupancy of the Apartment caused by any necessary repairs or cleaning, or by the unlawful hold-over of the previous tenant. In such event, this Lease shall remain in full force, subject to abatement of Rent on a daily basis during the delay. If the University cannot deliver possession of the Apartment by the fifth business day following the Occupancy Date, then the Leaseholder may terminate this Lease after such date by providing a written termination notice to the University. If the delay is for cleaning or repairs that do not reasonably prevent Leaseholder from occupying the Apartment, Rent shall not be reduced, and the Leaseholder shall be held to the conditions of the Lease.

10. **CONDITIONS OF PREMISES** - The Leaseholder accepts the Apartment in its present condition and agrees to keep the premises, including University furniture and furnishings, in a good, clean condition.

An Inventory & Condition Form for the assigned apartment will be provided for each Leaseholder. It is the responsibility of the Leaseholder to review, verify and sign the completed Inventory & Condition Form within seven days from the date of move in. Failure to sign the Inventory & Condition Form indicates an acceptance of the apartment in clean, safe, and satisfactory working condition.

11. **NOTICE TO VACATE** - If any Leaseholder(s) of an Apartment plans on vacating, the Leaseholder(s) may terminate this lease as to that/those Leaseholder(s) as provided herein by individually providing a **written 60-day notice to vacate** to the University.      Leaseholder initials

The Vacating Leaseholder(s) need to complete a Check-Out Appointment as defined in Section 12.

Monthly Apartment Rent will be charged through the date provided in the written 60-day notice to vacate or the date of Check-Out, whichever is greater.

Failure to provide proper notice will result in a liquidated damage fee. The fee structure is as follows:

<b>Day Cancellation Notice is Submitted</b>	<b>Fee</b>
46 - 60 days prior to Vacate Date	\$0
31 - 45 days prior to Vacate Date	\$200
16 - 30 days prior to Vacate Date	\$400
6 - 15 days prior to Vacate Date	\$700
0 – 5 days prior to Vacate Date	\$1000

Leaseholders who discontinue their affiliation with the University at the end of the academic term must vacate the Apartment and give a 60-day notice to vacate as indicated.

<b>Discontinued Enrollment Date</b>	<b>Must Vacate by</b>	<b>Must Give Notice by</b>
End of Fall Semester	December 31	November 1
End of Spring Semester	May 31	April 1
End of Summer Semester	August 10	June 10

In situations where one or more Leaseholder(s) vacate an apartment, it is understood that the remaining Leaseholder(s) will be responsible for the total Monthly Apartment Rent (including the current month's rent) based on the vacating Leaseholder(s) vacating date. If the vacating Leaseholder(s) fails to provide proper notice, the remaining Leaseholder(s) will become responsible for the total Monthly Apartment Rent 45 days after the date the written notice to vacate was submitted by the vacating Leaseholder(s).

Monthly Apartment Rent will adjust immediately if one or more Leaseholder(s) are added to the Lease within 45 days of previous Leaseholder(s) vacating.

If extenuating circumstances prevent Leaseholder from providing the required 60-day vacating notice, a letter of appeal may be submitted.

Leaseholders who no longer meet the eligibility requirements are in breach of the Lease.

Loss of eligibility due to circumstances within a Leaseholder's control, including but not limited to, graduation from the University, choosing not to register for classes, failure to attend classes resulting in administrative withdrawal, completion of employment term with the University, or conduct violations will result in a liquidated damage fee as outlined previously.

Loss of eligibility due to circumstances not within a Leaseholder's control including but not limited to academic suspension or unexpected loss of employment from the University will not result in a liquidated damage fee.

Leaseholders who fail to make rental payments as outlined in Section 14 are in breach of the Lease and are subject to the liquidated damage fees.

12. **CHECK OUT APPOINTMENT** -- Once a notice to vacate is received, the University will email a letter to the Leaseholder confirming the vacate date and outlining instructions for cleaning and check-out. A pre-vacate apartment inspection will be scheduled after the notice to vacate is received and prior to resident check-out.

A check-out appointment must be scheduled with the University at least five days prior to the intended check-out. A staff member will conduct the check-out with the vacating Leaseholder present whenever possible. If the Leaseholder refuses or declines to jointly inspect the Apartment with the University, then the University may conduct the check-out appointment without the Leaseholder present.

The Leaseholder is expected to return the Apartment to the University in good order, condition and repair. Leaseholder will not be held responsible for reasonable wear and tear. Charges for damages and cleaning are assessed by comparison with the original Inventory & Condition Form. If this form is not on file, the Leaseholder has agreed that the apartment was in satisfactory condition upon check-in and checks out under that acceptance. Midcontinent cables, boxes, etc., present at check-in, must be present at check-out or the Leaseholder will be billed for their replacement. The Leaseholder can request a completed copy of the Inventory & Condition Form and Check-Out Sheet following the check-out. Any statements or estimates by the University

during a check-out appointment are subject to correction or modification by the University before final accounting.

The check-out is complete when all keys are returned to a UND apartment staff member and the condition of the apartment has been verified. Charges for damages, cleaning and/or miscellaneous bills will be reflected on the Leaseholder's University Account.

Final electricity charges are calculated at the time of check-out and are charged to the Leaseholder's University account when the electricity is supplied by the University.

13. **ABANDONED PERSONAL PROPERTY** -- The University may remove all property remaining in the Apartment or in common areas ("Abandoned Property"). The University may (but is not obligated to) pack, remove, and/or store any Abandoned Property. The Leaseholder shall reimburse the University for all costs and expenses reasonably incurred by the University in packing, removing, and storing any Abandoned Property, provided the University disposes of such property in accordance with the North Dakota Century Code. The University is not liable to Leaseholder for the loss, damage, or theft of Abandoned Property.
14. **PAYMENTS** – Monthly Apartment Rent as specified by the terms of the Lease is due on or before the first day of the rental month. The Monthly Apartment Rent will be split evenly amongst the Leaseholders who occupy the Apartment for that time period; however, all Leaseholders are jointly and severally responsible for the payments. Rent includes utilities indicated. Unless otherwise provided by applicable law, the Leaseholder's obligation to pay rent and any other charges is an independent covenant and not conditional upon the performance by UND of the University's responsibilities under this Lease.

The Leaseholder must make payments to UND Student Account Services and agrees to keep their University account in good standing at all times. Leaseholder may pay online through Campus Connection> Pay On-Line Now using e-check (free) or credit card (American Express, Discover, Visa, or MasterCard). If you use a credit card (or debit), you will be charged a 2.75% (min \$3) service fee by TouchNet PayPath. Payments may be made by cash or check (valid photo ID required) at One-Stop Student Services, Memorial Union, main floor, during their hours of operation or by mail to Student Account Services at 264 Centennial Drive, Stop 8373, Grand Forks, ND 58202-8373. All checks must be drawn on a United States financial institution. Information regarding payment options can be found at <https://und.edu/admissions/student-account-services/payment-options.cfm>.

1. To contest charges arising from the Lease, go to the Student Account Services web page at <http://und.edu/admissions/student-account-services/billing-information.cfm> for information regarding student billing.
  2. **Leaseholders must have all past due amounts owed to UND paid prior to occupancy.** The University reserves the right to terminate the Lease of any Leaseholder who has a past-due University Accounts Receivable (Campus Connection) balance.
  3. If the Leaseholder does not meet financial obligations to University, the Leaseholder is subject to eviction from University housing. Other actions for failure to meet financial obligations to the University, as published in the University Code of Student Life, Apartment Policies or University Catalogue, and the NDUS Financial Obligation Agreement include the assessment of late fees, the withholding of future registration privileges, the withholding of the issuance of an official certified transcript, the withholding of the conferring of a degree, and possible denial from other campus services. Expenses incurred by the University in collecting the total amounts due under this Lease will be the responsibility of the Leaseholder, including collection costs associated with referral to a collection agency, including but not limited to attorney fees, collection agency fees, court costs, and other fees.
15. **NO ALTERATIONS** -- No alterations, additions or deletions to the premises will be made without prior written approval from the University. Leaseholder shall not (a) paint, wallpaper, apply stickers, or carpet the walls, ceiling, or floors of the Apartment, (b) make any holes in the walls, ceiling, or floors of the Apartment (except for a reasonable number of small nail holes in sheet-rock walls for hanging pictures), (c) install any extra phone, cable, internet, electric or other outlets (or move any existing outlets), (d) change or install any lock or security

systems, (e) otherwise alter or damage the Apartment, or (f) remove any of the University's property in the Apartment (including without limitation furniture, fixtures, appliances, security/alarm/detection devices, and screens).

16. **TRASH AND PESTS** -- Leaseholder shall keep the Apartment clean, and shall dispose of trash on at least a weekly basis. Leaseholder shall take all reasonable precautions to keep the Apartment free from all pests (e.g., rodents, bedbugs, mites, and other insects). If any such pests are present at the Property due to the acts or omissions of Leaseholder (or of any Occupant or Guest), then Leaseholder shall immediately reimburse the University for all costs and expenses incurred by the University (a) to exterminate or otherwise remove the pests, (b) to clean the Property, and (c) to repair (or, if reasonably necessary, replace) any damaged property. Failure to cooperate with the University in any pest control program or other public health programs shall constitute a material breach of this Lease.
17. **KEYS** – Keys will be issued pursuant to the key policy as outlined in the Apartment Housing Policies at <http://und.edu/student-life/housing/apartments/apt-policies.cfm>. The Leaseholder will be charged to change the lock if all keys issued are not returned at checkout. University keys are not to be duplicated. Residents may not change any internal or external apartment locks.
18. **RIGHT OF ENTRY** -- The University's authorized representatives may enter the Apartment at any time, with or without notice, and with or without Leaseholder's consent: (a) in case of emergency; (b) to allow entry by law enforcement with a warrant or in hot pursuit; (c) to remove health or safety hazards, or any item prohibited under this Lease; (d) if the University reasonably believes there is a water leak in the Apartment; (e) to inspect when immediate damage to person or property is reasonably suspected; (f) if the University reasonably believes Leaseholder has abandoned Apartment; or (g) if the University reasonably believes Leaseholder is otherwise in substantial violation of this Lease.

The University may also enter the Apartment with Leaseholder's consent (which Leaseholder shall not unreasonably withhold or condition), for any of the following reasons: responding to Leaseholder notices or requests; conducting preventative maintenance; making repairs; unclogging drains, water lines, or sewer lines; performing pest control; preventing waste of utilities; installing, replacing, maintaining, or testing detecting/safety devices; delivering, installing, connecting, repairing, or replacing appliances or equipment; stopping or reducing excessive noise; or any other reasonable purpose.

Whenever possible, the University will attempt to give the Leaseholder 24 hours prior notice before entry. Requested maintenance by the residents will be considered prior notice.

19. **REPAIRS AND MAINTENANCE** -- The University shall maintain the Apartment (including the electrical, plumbing, sanitary, and heating systems) in reasonable repair, except when damage has been caused by the misconduct or the negligent act or omission of the Leaseholder or of any Occupant or Guest. The University shall maintain the Apartment in compliance with applicable health and safety laws, except when a health or safety violation has been caused by the misconduct or the negligent act or omission of the Leaseholder or of any Occupant or Guest.

The University will maintain all lawns. Each Leaseholder is responsible for the removal of snow from around their individual apartment doors and on sidewalks leading to the main sidewalk. The University will remove snow from all University streets and sidewalks which run parallel to University streets.

Light fixtures provided by the University will have operating light bulbs on the Lease Occupancy Date. It is the Leaseholder's responsibility to replace all burnt out light bulbs in the Apartment with bulbs of the same type and wattage, excluding those which are fluorescent bulbs or part of University-owned appliances.

Routine maintenance and repairs will be completed during normal business hours. Emergency repairs, as determined by Facilities and/or Housing personnel, will be completed as soon as possible. The request for maintenance serves as authorization to enter the Apartment and complete requested work. Leaseholder shall promptly notify the University of any (a) malfunctioning or inoperable security, alarm or detection devices, (b) malfunctioning water fixtures, clogged drains, clogged water/sewer lines, or water leaks, (c) broken or missing locks, latches, or screens, (d) electrical problems, (e) malfunctioning appliances, and (f) any other condition that

poses a hazard to property, health, or safety. The University will act with customary and reasonable diligence to make necessary repairs. The University may turn off equipment and interrupt utilities if reasonably necessary to avoid property damage or to perform work. The University's duty of maintaining the premises is not breached should any delay in performing repairs, interruption, breakdown or disrepair be due not to the University's negligence; but to conditions beyond its control, including, but not limited to, interference by Leaseholder with the University's ability to take corrective action, lack of reasonable opportunity to correct such condition, disaster or other acts of nature, or the University's lack of knowledge of such conditions.

The Leaseholder is responsible for payment of all repair and cleaning charges made necessary by negligence or carelessness. Repair and cleaning charges will be billed to the Leaseholder's University account.

20. **SAFETY AND SECURITY** – The University cannot guarantee personal safety. Leaseholders, Occupants, or Guests shall exercise due care for their own safety and security, and for the safety and security of others.

Leaseholders, Occupants, and Guests shall immediately dial 911 to report any fire, smoke, suspected criminal activity, serious injury, or other emergency involving imminent harm. Leaseholders, Occupants, and Guests shall not perform or permit any practice that is injurious to the premises or the University, cause injury or an unreasonable disturbance to others, and shall make every effort to minimize the risk of fire loss and agree to comply with the rules and orders of the Grand Forks Fire Department.

Leaseholder acknowledges that the University is not obligated to furnish security personnel, security lighting, gates, fences, or any other form of security for the Property, and that the University is not obligated to obtain criminal history checks on any tenants, vendors, or contractors at the Property. If the University does choose to implement any security measures at the Property, then Leaseholder acknowledges and agrees that any such measures do not constitute an express or implied warranty of security, or a guarantee to prevent or reduce crime.

21. **DETECTION DEVICES** - The University shall furnish smoke detectors and any other detection devices required by applicable law, and shall ensure that all detection devices are in working order as of the Lease Occupancy Date. It is the Leaseholder's responsibility to check the indicator light periodically (monthly) to ensure it is functioning properly. In addition, the University shall perform routine checks and testing of all detection devices in the Apartment to confirm that the detection devices are operable and functioning properly. If a detection device is battery operated (or has a battery backup), the Leaseholder shall notify the University if the batteries are not properly functioning. Leaseholder shall not damage, alter, remove or disable any detection device in the Apartment or at the Property. The Leaseholder is responsible for payment of all repairs for detection devices made necessary by negligence or carelessness. The University is not liable for damages or injury caused by (a) Leaseholder's failure to notify the University of any malfunctioning or inoperable detection devices, (c) theft of or vandalism to any detection devices (or batteries), or (d) any false alarms.
22. **MOISTURE ACCUMULATION** -- Leaseholder shall: (a) immediately remove any and all visible moisture accumulation in the Apartment, including but not limited to walls, floors, ceiling, windows, bathroom fixtures, kitchen fixtures, drains, water lines, and sewer lines; (b) immediately clean all spills and leaks, and dry the affected area; (c) use exhaust fans in kitchen when cooking; (d) use exhaust fans in the bathroom when running water; and (d) keep the temperature and humidity in the Apartment at reasonable levels. Leaseholder shall immediately notify The University of any water leak, mold growth, excessive moisture, or standing water in the Apartment or in any community area of the Property. Leaseholder shall immediately notify the University of any malfunction of any part of the heating, air conditioning, or ventilation system in the Apartment.
23. **INDEMNIFICATION** -- The University of North Dakota and its officers, agents, representatives, and employees shall not be liable or responsible for, and shall be saved and held harmless by the Leaseholder from and against, any and all suits, actions, losses, damages, claims, or liabilities of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees, (collectively referred to as "claims" in the remainder of this section), arising out of, connected with, or resulting from any acts or omissions of the Leaseholder, Occupant, or Guest.
24. **NON-LIABILITY of UNIVERSITY/PERSONAL PROPERTY INSURANCE** – The University's liability for any personal injury, property damage, or property loss from any cause shall be determined in accordance with chapter 32-

12.2 of the North Dakota Century Code and is subject to the conditions and limitations contained therein. The University assumes no responsibility for loss, theft, or damage to Leaseholder's personal property. The University strongly recommends the purchase of renter's insurance to cover loss or damage of personal property. The University does not have insurance that covers personal property of the Leaseholder, Occupants, or Guests.

25. **DISTURBANCES** - The Leaseholder is responsible for violations of excessive noise or disturbances which interfere with the rights, comforts, or convenience of other persons whether caused by the Leaseholder, their Occupants or Guests. Leaseholders, Occupants, and Guests shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Leaseholders, Occupants, or Guests, or directed at management, its agents, its employees, or vendors.
26. **COMMUNITY STANDARDS** – Leaseholder, Occupants, and Guests shall comply with Community Standards as established in this Lease, the Apartment Housing Policies at <http://und.edu/student-life/housing/apartments/apt-policies.cfm>, the Code of Student Life at <http://und.edu/code-of-student-life/>, University Policy <http://und.edu/finance-operations/policy-office/a-z-index.cfm>, and applicable local, state and federal laws. Failure to comply with the UND Apartment Community Standards shall be considered a material violation of the Lease that can result in eviction.
27. **PETS** – Pets, with the exception of fish in aquariums, are not permitted in University apartments, buildings, or on the grounds. Guests' pets are also not permitted. Please refer to the Animals on Campus policy at <http://und.edu/public-safety/files/docs/animals-on-campus-policy-7-15.pdf>.
28. **TOBACCO-FREE POLICY** -- The University of North Dakota is a tobacco-free campus. The use of tobacco is prohibited within University apartments and on University owned property surrounding UND housing units. This policy applies to all faculty, staff, students, contractors, vendors and visitors. Tobacco use includes the possession of any lighted tobacco product, e-cigarettes, or the use of any oral tobacco product. Please refer to the Tobacco Free Policy at <http://und.edu/health-wellness/healthy-und/tobacco-free-und/>.
29. **SUBLEASING, LEASE ASSUMPTION, AND TRANSFERS** – Please refer to the Apartment Housing Policies at <http://und.edu/student-life/housing/apartments/apt-policies.cfm> for specifics.
30. **MOTORIZED VEHICLES & PARKING** – All UND apartment areas require a valid UND Apartment parking permit (APT permit). This permit is only valid in your apartment lot. Residents have the option to purchase an HAPT for students and an A permit for faculty/staff for other parking options around campus. An additional APT permit can be purchased for the vehicle of a non-affiliated spouse or dependent. For additional information regarding parking in the UND apartment areas, please refer to the parking web site: <http://und.edu/finance-operations/parking-transportation/>.
31. **TERMS & CONDITIONS REVISION** -- The University reserves the right to adjust the rental rate or other terms and conditions of the University Apartment Lease Agreement by notifying the Leaseholder sixty days prior to the beginning date that the revisions will take effect. The written notice will be emailed to the Leaseholder's UND email address.

This is a legally binding document and you are encouraged to seek legal counsel if you do not understand any of its terms.

**I have read and understand this *University Apartment Lease Agreement* and agree to abide by the listed terms and conditions.**

\_\_\_\_\_  
Printed Legal Name

\_\_\_\_\_  
UND ID#

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date