



MURRAY STATE UNIVERSITY

College Courts Contract

Signing this College Courts Contract does not guarantee you an apartment. Apartments are awarded based on availability and priorities.

TERMS AND CONDITIONS OF OCCUPANCY

The following regulations govern the occupancy of College Courts apartments and are a part of the rental agreement signed by each occupant.

ELIGIBILITY FOR OCCUPANCY

To be eligible to apply for College Courts, a student must submit the online application with a \$150 housing deposit. The \$150 deposit is to guarantee occupancy and serve as a damage deposit. The deposit will be refunded minus any charges pending when the occupant checks out of the apartment, **IF A THIRTY-DAY (30) WRITTEN NOTICE HAS BEEN GIVEN, AND THE OCCUPANT HAS LIVED IN THE APARTMENT FOR THE CONTRACTED PERIOD.** The contracted period will be the semester of, or the following semester for which the contract is signed. Apartments are awarded on a priority basis with the first priority being married students who have either two or three family members. Only after exhausting the waiting list for family applicants will apartments be assigned to others.

PRIORITY #1 - FAMILY/MARRIED APPLICANTS ELIGIBILITY

- To be eligible to live in College Courts, the party must be a full-time student and be either married and living with his/her spouse full-time or be a single parent and have one's child(ren) living in one's immediate household full-time. Parents who have partial custody are also eligible for College Courts. Occupants with partial custody will need to provide written documentation of visitation schedule.
- The Occupant shall use the apartment as a home for his/her immediate family only. (Immediate family is one's spouse and/or children ONLY). No more than three (3) persons (a married couple with one child or a single parent with two children) may live in a one-bedroom apartment. Two-bedroom apartments may not have more than four residents.
- A marriage license must be shown to Housing Office personnel by all married couples before eligibility is determined.
- Residents with children will be required to provide a copy of their children's birth certificate.

PRIORITY #2-PRIORITY #5 - UNMARRIED APPLICANTS ELIGIBILITY

- **Priority #2** – Non-traditional students regardless of class status. Non-traditional students are defined as students who are 23 years of age or older, and have at least a 3 to 4 year gap in attendance to the University.
- **Priority #3** – Graduate students who are at least 21 years of age.
- **Priority #4** – Undergraduate students who are at least 21 years of age.
- **Priority #5** – Faculty and staff members.

No more than two (2) unmarried students, of the same sex, can reside in a one-bedroom, apartment.

*Note: A student's age is calculated by the age of the student by the first day of classes for the term in which the student is applying. *

TERMS OF PAYMENT

This legal contract and agreement is entered into between Murray State University and the undersigned student (Occupant). **This contract is non-transferable.** The contract period shall be for the Fall/Spring semesters. The University agrees under the terms of this contract to provide a furnished apartment. The student agrees to pay the apartment rent in accordance with the schedule of fees, which has been published for the current year.

1. The rental rate for College Courts will be in accordance with the schedule of fees as set by the Board of Regents.
2. If payment is delinquent, it can be deemed a violation of this contract.
3. Rent is charged at one time for the whole semester for the fall and spring semesters. It is charged monthly for June and July.

REFUNDS AND CHARGES FOR DAMAGES

CANCELLATION OF RESERVATION MUST BE MADE IN WRITING PRIOR TO THE FOLLOWING DATES IN ORDER TO RECEIVE A REFUND OF THE DEPOSIT:

- June 1 for the fall semester
- December 1 for the spring semester

1. If the Occupant moves from the apartment prior to the end of the semester or summer session, the occupant will be obligated to pay one month's (30 days) rent, and shall forfeit their \$150 deposit. During the contracted period, the student may be released from the contract only for the following reasons:

- a. Official withdrawal from the University
- b. Graduation
- c. Student Teaching or Internships
- d. Dismissal from the University
- e. Not in School

2. The Occupant will be charged for damage to the University property at rates established by the University for repair, replacement, and cleaning. **NO DEPOSITS WILL BE RETURNED UNLESS ALL SHORTAGES OR CHARGES ARE PAID.** University credits will be withheld until proper settlements or shortages are resolved.

3. During the summer term Occupant is required to pay rent for both June and July. Occupant is not allowed to move in prior to August 1 (when accepting an apartment for the fall term) without approval from the Director of Housing.

UTILITIES

1. The university will furnish utilities normally required for the apartment as a part of the regular rental rate. Auxiliary heaters are not permitted in these apartments.

TERMINATION OF OCCUPANCY

1. The University may terminate occupancy by giving advance notice in writing. The following may constitute reasons for termination: failure to pay rent or other charges when due; not complying with the terms of the contract and University policies; University closes the apartment; if other accommodations determined by the University to be more suitable are available; when eligibility expires or when the conduct of the Occupants is such as to be inconsistent with the purpose of the University and housing units; failure to register for a minimum of twelve (12) undergraduate hours or (9) graduate hours during the fall and spring semester.

Anyone found in violation shall vacate College courts immediately. ADVANCE NOTICE OF TERMINATION SHALL BE SEVEN (7) DAYS.

2. Occupant shall give the Director of Housing a written notice of his/her intent to move no less than 30 days in advance. Occupants shall vacate the unit on or before the date of termination. The apartment and equipment must be checked by a representative of the University before deposits or refunds can be made. The University accepts no responsibility for personal property left in apartments and considers such property abandoned. If Occupant moves out prior to completion of the contracted period, they will forfeit their deposit and also be held financially responsible for the remainder of the rent due.

3. The Occupant agrees either to reserve his/her apartment by the published deadlines in each semester or to vacate the apartment by the deadline given at the end of each semester.

4. CHECK-OUT: **The Occupant agrees to follow the prescribed check-out procedures as follows:

- Notify the Housing Office in writing in advance when you wish to check-out.
- Remove all belongings from the apartment and clean apartment unit.
- Return all keys to a Housing Office staff member. Failure to do so will result in a \$75 lock change charge being assessed to your student account. Rent continues to be charged until the apartment keys are returned and all belongings are removed.

NOTE: Failure to properly check-out with a staff member will result in a charge added to Occupants account. Arrangements to check-out can be made through the Community Center (Apartment 606 College Courts) or the Housing Office (809-2310).

5. **Unmarried occupants who are left alone by the moving of their roommate are given 30 days notice to either find a new eligible roommate or pay the additional amount and keep their apartment as a private. Failure to request an eligible roommate within 30 days will result in the Occupant's account being adjusted from the double rate to a private rate.**

OTHER CONSIDERATIONS

1. SATELLITE DISHES: Occupants shall not attach satellite dishes to the outside of the building.

2. AUTOMOBILE: Occupants may contact Murray State Parking Services to request accessible parking.

3. FIRE HAZARDS: Occupants shall not store materials of any inflammatory nature in the apartment, stairwell, or laundry room. State fire codes forbid the use of any stairwell or balcony for storage.

4. GUESTS: Guests shall not be permitted for the more than one week without prior consent of the Director of Housing. Occupant is responsible for the conduct of their guests.

5. FURNITURE: NO FURNITURE PROVIDED BY THE UNIVERSITY SHALL BE REMOVED FROM THE APARTMENT. The occupant is responsible for items assigned to him/her and accepts responsibility for the condition of such items after he/she checks in.

6. APARTMENT WALLS: Nails or screws shall not be used for hanging pictures or other objects. Adhesive hangers should be used.

7. PETS: Fish in an enclosed aquarium are allowed in the residential colleges and college courts. All other pets will be removed immediately at the owner's expense to protect the health, safety, and comfort of other residents in the building. The exception is for Service Animals and Emotional Support Animals. Information on the process to request an Emotional Support Animal can be found under the accommodations and services tab on the Student Disability Services website at www.murraystate.edu/studentdisabilityservices.

8. **ALTERATIONS BY OCCUPANTS:** The occupant shall make no alterations, repairs, or additions to the apartment, equipment, or grounds. Outside storage buildings may not be erected anywhere in the apartment complex.
9. **TELEPHONES:** A telephone line with a modular plug outlet is furnished to each apartment. Occupants furnish their own telephone. The cost of **LOCAL CALLS** is included in the monthly rental rate. Long distance calls may be made by using a calling card or a personal cell phone.
10. **MAINTENANCE:** Occupants shall notify the Housing Office of damage, need of repair or utility failure. Standard light bulbs will be replaced by the occupant. The Housing Office telephone number is 270-809-2310.
11. **ENTRY:** The occupant shall permit authorized representative of the University to enter the apartment without notice during reasonable hours when necessary in order to provide maintenance services or for other official business.
12. **SIGNS:** Occupants shall not display signs and placards of any type.
13. **TEMPORARY PERIODS OF VACANCY:** The occupant shall shut and lock all windows and doors when away for vacation periods. When away during cold weather, one heater should be left on "low" to avoid the possibility of pipes freezing.
14. **OTHER ITEMS:** The University reserves the right to make such rules as are necessary for the efficient operation of the apartment complex, for the health and welfare of the occupants and in the best interest of the occupants and in the best interest of the University and community. The occupants agree to abide by these rules and all other Housing and University regulations.
15. **LOSSES OR DAMAGES:** The University accepts no responsibility for losses or damages to occupants' property.
16. **CLEANLINESS:** Residents are responsible for the cleanliness of the apartment. Residents should keep the rooms in the apartment neat and orderly. If a college courts resident consistently fails to maintain an appropriate standard of cleanliness, as assessed by the Residence Director and/or other housing officials, the student may face disciplinary sanctioning which may include the cancellation of their housing contract if their compliance to keeping the room clean is not met satisfactorily. Definitions of unclean include but are not limited to trash, food, or food containers throughout the room, unsanitary living conditions, excessive clutter, or smell.
17. **PEST CONTROL:** Day to day pest control is the responsibility of the apartment resident. If the resident needs assistance, they can turn in a work order at the Community Center (apartment 606). Pest control in each apartment is directly related to the cleanliness of each room in the apartment. Facilities Management staff members are trained to provide pest control assistance. During the summer, each apartment building is fogged for pest control. If residents refuse to leave during the process and staff have to reschedule a new time to fog the apartment building, the resident will be assessed a charge to cover the cost of the procedure.
18. **LAUNDRY:** Laundry machines are free to the Occupants of College Courts, and are accessed by use of a laundry card. Occupants sign for their laundry card in the Housing Office. When an Occupant cancels their contract and moves out of College Courts they must return their laundry card as a part of the checkout process. Failure to return the card will result in a \$50 lost laundry card charge place on the Occupant's account.
- I HAVE READ AND UNDERSTAND THIS CONTRACT AND AGREE TO THE TERMS THEREOF.**