University of Northern Iowa  
2017 – 2018  
Hillside-Jennings University Apartments  
Contract Terms & Conditions

I. Eligibility Criteria:
A. Applicants must meet at least one of the following criteria in order to be eligible for housing with Hillside-Jennings Apartments as either a contract holder or registered apartment occupant.
1. **Students 21 years of age or older.**
2. **Veteran** - student regardless of age, classified as an undergraduate or graduate student at UNI that has Veteran status. Student must have on file with the Hillside-Jennings Apartments Office a valid copy of the DD214 form prior to apartment offer.
3. **Single Parent** - student regardless of age, classified as an undergraduate or graduate student at UNI with minor child(ren) living with them in the Hillside-Jennings Apartment with the apartment being the child(ren)s legal address/residence.
4. **Married Student** - (document required) a married student must submit and have on file with the Hillside-Jennings Apartments Office a valid copy of the *Marriage Certificate*, prior to apartment offer. If marriage occurs while the contract holder is in residence at the Hillside-Jennings Apartments, a valid copy of the *Marriage Certificate* is required to be submitted and on file with the Hillside-Jennings Apartments Office no later than 30 days from the date of marriage.
5. **Domestic Partnered Student** - (document required) a student in a domestic partnership must submit and have on file with the Hillside-Jennings Apartments Office a valid copy of the *Declaration of Domestic Partnership form*, prior to apartment offer. If domestic partnership occurs while the contract holder is in residence at the Hillside-Jennings Apartments, a valid copy of the *Declaration of Domestic Partnership form* is required to be submitted and on file with the Hillside-Jennings Apartments Office before the domestic partner may join the contract holder in the Hillside-Jennings Apartment.
6. **Faculty/Staff** - UNI faculty/staff are eligible to live in Hillside-Jennings Apartments for up to one academic/contract year, although student housing is a priority. UNI faculty/staff housed in Hillside-Jennings Apartments will be charged 10% each month in addition to the regular student rental rate. Faculty/staff housed in Hillside-Jennings Apartments may not take on a roommate nor be a roommate to another contract holder qualifying for Hillside-Jennings Apartment housing. Payment of rent is handled through payroll deduction and the appropriate forms are completed at the Hillside-Jennings Office.
7. **OPT/APT** - students participating in the Optional Practical Training program (OPT) or the Academic Practical Training program (APT), must be on record as a registered participant as administered and monitored through the International Students and Scholars Office in order to remain eligible for housing in Hillside-Jennings Apartments.
B. Contract holders with minor child(ren) must provide a valid copy of a birth certificate, proof of adoption, certification of guardianship or custody agreement establishing parental, guardianship or custody for minor child(ren) residing in the apartment no later than when checking into the apartment. Children born to, adopted by or granted legal guardianship/custody to the contract holder and/or the married spouse or domestic partner of the contract holder residing in Hillside-Jennings Apartments are required to have a copy of this supporting documentation submitted and on file with the Hillside-Jennings Apartments Office no later than 30 days from the event taking place.
C. All adults (18 years of age or older) housed in Hillside-Jennings Apartments must have an up-to-date *Personal Data and Emergency Information Sheet* on file with the Hillside-Jennings Apartments Office.
D. Falsifying eligibility criteria, failing to meet eligibility criteria or failing to keep accurate and updated apartment occupant information (*Personal Data and Emergency Information Sheet, Current Apartment Occupancy form, etc.*) with the Hillside-Jennings Apartments Office, on the part of the contract holder and/or the eligible registered apartment occupant, is grounds for contract termination.
E. Contract holders who change from student status to faculty/staff status, must notify the Hillside-Jennings Apartments Office immediately. The contract holder will be given the opportunity to cancel their contract without penalty and vacate the apartment or begin a new contract under faculty/staff status, including the additional 10% monthly fee. If it is discovered that a contract holder has changed from student status to faculty/staff status without informing the Hillside-Jennings Apartments Office, the additional 10% monthly fee will be applied retroactively. In addition, occupancy as a faculty/staff member will be considered to have started based upon when the change of status occurred, not its discovery.
F. Eligible registered apartment occupants, excluding the spouse/domestic partner of the contract holder, who change from student status to faculty/staff status, must notify the Hillside-Jennings Apartments Office immediately and apply to become a contract holder themselves. If it is discovered that an eligible registered apartment occupant has changed from student status to faculty/staff status without informing the Hillside-Jennings Apartments Office, the eligible registered apartment occupant will be required to vacate the apartment immediately. Should they become a contract holder in their own Hillside-Jennings Apartment their eligibility as a faculty/staff member will be considered to have started based on when the change of status occurred, not its discovery.
G. UNI students with a residence hall contract may apply for housing in Hillside-Jennings Apartments as a contract holder should they meet eligibility requirements. The default penalty for breaking their residence hall contract will not be applied should a residence hall contract holder successfully become a Hillside-Jennings apartment contract holder.
H. Individuals who pose a danger to themselves and/or others may not be eligible to live in university housing either as a contract holder or apartment occupant. Registered sex offenders and persons who should be registered as such, are not eligible to reside in university housing.

II. Occupancy:
A. One contract holder per apartment.
1. Contract holder must meet at least one of the eligibility criteria.
2. Contract holder must be a registered UNI student, be a verified faculty/staff member or a registered participant in the CIEP or OPT/APT program
3. Contract holder must be in good disciplinary, financial and academic standing with the university and be making satisfactory academic and/or financial progress. Repetitive semesters being registered under “PostComp Registration” or “Continuous Registration” status may result in a review and evaluation with regard to future Hillside-Jennings Apartments housing.
B. Apartment occupancy is only for eligible registered UNI undergraduate students, graduate students, Veterans, non-traditional students, faculty/staff, their married spouse, their domestic partner and/or their minor child(ren) as defined in section I of this contract.
1. All apartment occupants must be registered with the Hillside-Jennings Apartments Office, including the nature of the relationship to the contract holder.
2. Eligible registered apartment occupants have access to an apartment key, temporary key check out and after-hours lock out service, provided by UNI Public Safety, when the Hillside-Jennings Apartments Office is closed.
3. Only the contract holder will be issued a laundry room card.
4. Eligible registered apartment occupants can be asked to vacate the apartment by the contract holder without cause. The contract holder is expected to provide the eligible registered apartment occupant a minimum of 30 days notice.
5. Registered apartment occupants cannot take occupancy of the apartment prior to the contract holder checking in.
6. Siblings, parents, family and/or friends are permitted as guests; however the contract holder and/or registered eligible apartment occupant must obtain permission from the Hillside-Jennings Apartments Coordinator if the guest(s) intend(s) to stay longer than one week (supporting documentation may be required).
7. A guest may stay overnight in Hillside-Jennings Apartments for a maximum of 7 nights within a 30 day period. Exceptions to this policy must be requested in writing and approved by the Hillside-Jennings Apartments Coordinator prior to exceeding this limit (supporting documentation may be required).
8. When the contract holder vacates the apartment, the remaining eligible registered apartment occupant must vacate immediately as well, unless other arrangements are made with the Hillside-Jennings Apartments Coordinator. The eligible registered apartment occupant should not expect or assume Hillside-Jennings Apartments housing will be guaranteed. In the event the eligible registered apartment occupant is offered the opportunity to contract for the apartment and they accept the apartment offer, the contract and associated rental rate and utilities begins the day after the previous contract holder’s contract ends.

C. One bedroom apartments are designated to house the following situations:
   1. An individual adult contract holder
   2. A Married couple (2 adults)
   3. A Domestic Partnered couple (2 adults)

D. Two bedroom apartments are designated to house the following situations:
   1. An individual adult contract holder
   2. A Married couple (2 adults)
   3. A Domestic Partnered couple (2 adults)
   4. Parent(s)/legal guardian(s) and minor child(ren) combinations (documentation may be required)
   5. A pair of Graduate Student(s) and/or Non-traditional Student(s), of the same sex (2 adults)

E. Exceeding apartment occupancy limits or deviating from apartment occupancy designations are grounds for contract termination.

F. Responsibility for the Contract Terms and Conditions and associated charges/billing becomes binding for new contract holders at the time they sign their contract and ends at 11:59PM, May 31, 2018. Responsibility for the Contract Terms and Conditions and associated charges/billing becomes binding for contract holders who are re-contracting from the previous year’s contract, immediately upon the conclusion of the previous contract, which ends at 11:59PM, May 31, 2018.

G. Contract holder and/or eligible registered apartment occupant(s) may remain in the apartment during summer, without either being academically registered for summer term, provided the contract holder has re- contracted for the next contract year and the continues to pay rent during summer. Contract holders can request to extend their contract due to the public school needs of their children or because of other circumstances, but must file an extension request with the Hillside-Jennings Area Coordinator.

III. Financial Responsibilities

A. Payment of application fee and pre-payment on an offered and accepted apartment is done online by means of debit or credit card. In the event that this is not an option for you, please contact the Office of Business Operations for alternate payment arrangements.

B. Applicants must submit a non-refundable $25.00 application fee in order for the application to be active.

C. Once an apartment has been offered and accepted, a non-refundable $300.00 pre-payment may be applicable. The $300.00 pre-payment will be applied to the resident’s first university bill after residency has begun, and is not considered a security or damage deposit. In the event an applicant makes their $300 pre-payment, but then cancels their housing with Hillside-Jennings Apartments prior to their contract becoming binding, the $300 pre-payment is forfeited to the university.

D. The contract holder shall pay rent during the contract period. When vacating the apartment, rent will be billed until such time as apartment key(s) are returned, key(s) are reported missing/lost to the Hillside-Jennings Apartments Office or upon the university taking re- possession of the apartment.

E. Rent will be billed through the university billing system. Rent will be billed to the contract holder as a one-time sum on a semester/term basis (Fall Term: August 1 – December 31, Spring Term: January 1 – May 31 and Summer Term: June 1 – July 31). The Office of Business Operations – Student Accounts offers a deferred payment plan. The contract holder’s failure to keep their rent and/or university bill current, up to date and paid can result in the termination of their contract by the university. Faculty/staff will be billed monthly via payroll deduction.

F. Eligible registered apartment occupants are expected to make payment arrangements for rent with the contract holder.

G. Rent will be prorated for vacating prior to the end of the contract period. For current residents, no refunds or credits will be made within the final two weeks of the current period. However, the default penalty for breaking the contract, equal to 40% of the value on the contract for the remaining contract period (through 11:59pm May 31, 2018) is applicable.

H. The Board of Regents, State of Iowa, determines the rental rate for housing at the University of Northern Iowa, and reserves the right to change rates upon giving 30 day notice.

I. All utility costs are included in the apartment rent.

J. The contract holder is accountable and financially responsible for any damage, replacement, repair, alteration, and addition and/or cleaning of the apartment and/or university property caused by the contract holder, apartment occupant(s), guest(s) or other person(s).

K. Contract holder and/or eligible registered apartment occupant is subject to improper check out fees, should the contract holder, apartment occupant(s), guest(s) or other person(s) fail to properly vacate and/or move out.

L. In addition to the daily apartment rental rate, the contract holder and/or eligible registered apartment occupant is subject to an initial $100 failure to vacate charge and an additional $50 per day charge until such time as the university takes re-possession of the apartment, in the event that the apartment is not vacated by the contract end date, contract cancellation date, contract termination date or eviction date.

M. The university maintains the right to retake possession of the premises and bring action for Forcible Entry and Detainer as allowed by law to recover possession of the apartment. All related expenses will be the responsibility of the contract holder and/or eligible registered apartment occupant.

N. Regardless of contract end date, cancellation date, termination date or eviction date; failure to return all keys to the Hillside-Jennings Apartments Office upon vacating will result in the contract holder being charged $95 for a lock change. In the event any key to the apartment is reported as missing or lost, the contract holder will be charged $95 for a lock change. Failure to return the laundry key or if the laundry key is reported as lost, the contract holder will be charged for key replacement at the approved ID card replacement rate.
O. Upon the university taking re-possession of the apartment, personal items left behind in the apartment and/or on university property will not be stored for retrieval. Items left behind will be removed and/or disposed of by the university without liability for doing so.

P. The contract holder and/or eligible registered apartment occupant agrees that the university is not responsible for any personal injury to the contract holder, apartment occupant(s), guest(s) or other person(s) or any property loss or damage from fire, theft, broken water pipes, or other causes on the rented premises.

Q. Contract holder agrees that failing to submit the Apartment Condition Report by the deadline, which assesses the condition of the apartment upon taking possession, will result in the contract holder being billed for any and all damage, replacement, repair and/or cleaning of the apartment and/or university property upon vacating the apartment.

R. Contract holder is subject to applicable change of apartment fees, should a request be accommodated.

S. No refunds or credits for any charges will be made without the approval of the Department of Residence. Requests for changes must be submitted in writing by the contract holder.

T. The contract holder and/or eligible registered apartment occupant agrees that his/her right to occupy the apartment ceases upon the contract end date, contract cancellation date, contract termination date, vacate date, eviction date or upon the university taking re-possession of the apartment.

U. The contract holder understands and agrees that the university may rent the apartment to a new occupant effective the day following the contract end date, contract cancellation date, contract termination date, vacate date, eviction date or date the university takes re-possession of the apartment.

V. Should the contract holder cancel their Hillside-Jennings Apartments housing contract once it has become binding, the contract holder is subject to a default penalty for breaking their contract, equal to 40% of the value on their contract for the remaining contract period (through 11:59pm May 31, 2018).

W. Should a contract holder’s Hillside-Jennings Apartments housing contract be terminated by the university, the contract holder is subject to a default penalty equal to 40% of the value on their contract for the remaining contract period (through 11:59pm May 31, 2018).

X. If the contract holder is financially or academically suspended from the university, no default penalty will be applied.

Y. If enrollment/registration at UNI is withdrawn by the contract holder, no default penalty will be applied. However, should the contract holder re-enroll or register as a UNI student during the remaining term of the contract period (through 11:59pm May 31, 2018), the contract holder is subject to the default penalty for the remaining contract period (through 11:59pm May 31, 2018), starting from the date the contract holder vacated the apartment.

Z. In order to maximize the ability to offer housing to students on the Hillside-Jennings apartments wait list, current apartment tenants are to vacate their apartment unit at the conclusion of Fall or Spring Semester. To that end, contract holders who graduate Fall/Spring Semester, have completed course requirements that require they be on the Cedar Falls campus or are affiliated with UNI programs that require they be away from the Cedar Falls campus for the following semester and vacate their apartment by the contract end date (11:59pm December 31, 2017 for Fall and 11:59pm May 31, 2018 for Spring), will not be subject to the default penalty for breaking their contract.

AA. The contract holder may be considered for release from the default penalty by completing an Appeals Application, available from the Hillside-Jennings Apartments Coordinator.

BB. The contract holder and/or eligible registered apartment occupant agrees that if the university uses legal counsel, a collection agency or another representative to enforce this contract, they will pay all collection costs, attorney’s fees, court costs and other expenses incurred by the university in obtaining payment of amounts due under this agreement and/or in enforcing this agreement, and interest at the highest rate allowed by law on any unpaid balance.

IV. Conditions of the Contract

A. As a residential community of an educational institution, Hillside-Jennings Apartments are not governed by the Uniform Residential Landlord and Tenant Act.

B. Apartment contracts cannot be transferred, sold or assigned to another person; the contract is with the named contract holder only.

C. Sub-leasing of the apartment to another person is not permitted and is grounds for contract termination.

D. Changing from one apartment to another requires the permission of the Hillside-Jennings Apartments Coordinator.

E. Members of a household may not be registered with or contracted to more than one apartment unit at a time.

F. The university reserves the right to refuse to assign housing to an applicant and makes all final decisions as to the assignment or offer of an apartment.

G. No animals, with the exception of fish and certified/verified service or emotional support animals (documentation may be required) are allowed in university apartment facilities or premises. The university assumes no responsibility for harm or loss of/to by an aquarium for any reason.

H. In accordance with the state law, only residents and guests of legal age may possess or consume alcoholic beverages and that alcohol and its consumption is to remain within the apartment. Anything outside the apartment unit is considered to be an open container in a public location and as such subject to applicable enforcement. This means no alcohol on the patio area or in public areas. Alcohol and alcohol containers are to be discreetly transported to/from the apartment by appropriate individuals of legal age.

I. Open flames, including such items as candles, laboratory burners, torches, fire pits, halogen lamps, etc., cannot be stored or used in any area of the Hillside-Jennings Apartments. Candles with wicks are not allowed, even if unlit for decorative purposes. Additionally, incense may not be burned, as the odor cannot be contained within an apartment and it is considered a fire hazard.

J. Food preparation on charcoal, electric or gas/propane grills and portable cooking equipment is not permitted on or under any balconies or structural projections (Art. 1, Sec 1.5b Fire Prevention Code). Grilling devices are to be placed on level ground at least 15 feet away from any building. Fires must be attended to at all times and children are to be kept away from grills. Coals are to be doused with water and cooled completely before they are disposed of in a dumpster.

K. The contract holder agrees that the university retains the right to terminate this rental contract by means of a Notice of Non-Compliance, Notice of Contract Termination and/or Three Day Notice To Quit should the contract holder, apartment occupant(s), guest(s) or other person(s) violate a policy, provision or condition of the rental contract or occupancy, including the information contained in the “Guide to Hillside-Jennings Apartments Living”. In addition to the university’s other remedies provided by law, and without prejudice thereto, if the renter fails to perform the obligations of their contract, the university may declare a forfeiture of the premises within 3 days of delivery of said notice and take possession thereof and bring action for Forcible Entry and Detainer as allowed by law to recover possession. Contract holder and/or registered eligible apartment occupant will be responsible for all costs associated with eviction proceedings.

L. The contract holder, apartment occupant(s), guest(s) or other person(s) agree that authorized personnel have the right to enter an apartment for the purposes of: a) an emergency, b) to complete a requested repair, c) to conduct safety, sanitation, damage, replacement, repair or cleaning inspection, d) when a violation of the apartment contract is suspected and/or needs to be verified and/or e) to verify/determine occupancy or vacancy of the apartment.
M. Contract Termination and Contract Cancellation Appeals Policies and forms are available from the Roth/Hillside-Jennings Apartment Coordinator and/or secretary in the Hillside-Jennings Apartments Office.

N. Apartment occupants are expected to submit to the Hillside-Jennings Apartments Office an Intent To Vacate form with as much notice as possible. Upon receipt of this form, Apartments Staff will send a confirmation with details about how to properly check out and information as to how to minimize and avoid financial charges associated with moving out.

V. Behavior Standards

A. The contract holder, apartment occupant(s), guest(s) or other person(s) shall not deliberately or negligently destroy, deface, damage or remove any part of the premises or permit other persons to do so.

B. The contract holder agrees that the contract holder, apartment occupant(s), guest(s) or other person(s) will exercise care in the use of property and to observe all rules for maintenance, safety, sanitation, and general welfare of the area.

C. The contract holder, apartment occupant(s), guest(s) or other person(s) agree to make no changes, additions or alterations to the premises without the written consent of the Department of Residence.

D. The contract holder, apartment occupant(s), guest(s) or other person(s) agree not to use the premises for activities of a business or commercial nature.

E. The contract holder, apartment occupant(s), guest(s) or other person(s) are expected to conduct themselves in a manner that will not disturb another’s enjoyment of the premises. The contract holder, apartment occupant(s), guest(s) or other person(s) are expected to be considerate of others at all times and respect another’s right to sleep or to study and not be disturbed. Sound level/bass should be such that the noise should not be heard outside one’s own apartment. Each person is expected to initially confront any noise problem that is a concern and to call University Police to assist with noise issues.

F. The contract holder is responsible for knowing, abiding by and informing apartment occupant(s), guest(s) or other person(s) of the information in the Terms and Conditions of the Contract, “Guide To Hillside-Jennings Apartments Living”, Department of Residence and University of Northern Iowa rules, regulations, procedures and policies, including the Student Conduct Code. Copies of all said policies are available to the resident online at www.uni.edu/dor and upon request. Changes in policy occurring during the academic year shall be made known via the contract holder’s UNI email or mailing address.

G. Violation of any of the standing rules or policies mentioned above, or any other conduct that requires the removal of the contract holder, apartment occupant(s), guest(s) or other person(s) from an apartment, deemed to be in the best interests of the individual in question, the Hillside-Jennings Apartments Coordinator, staff, other occupants of Hillside-Jennings Apartments or anyone else on university property, shall be grounds for initiating disciplinary action with the applicable individual(s) and/or the contract holder and/or termination of the contract holder’s contract with the University.

H. The University reserves the right, at its discretion, to determine that the contract holder, apartment occupant(s), guest(s) or other person(s). medical condition, past behavior and/or criminal activity is such that in the best interests of the University, staff, the contract holder, apartment occupant(s), guest(s) or other person(s) would best be served by declination, alteration or termination of the apartment contract. If the University becomes aware that the contract holder, apartment occupant(s), guest(s) or other person(s) has a record of criminal conviction(s) or other action(s) indicating behavior that could pose a risk to persons or property and/or could be injurious, detrimental or disruptive to the individual in question, the Hillside-Jennings Apartments Coordinator, staff, other occupants of Hillside-Jennings Apartments or anyone else on university property, the University may not accept an application, re-application, offer an apartment, accept re-contracting of an apartment or may immediately terminate the contract.

Non-Discrimination statement:

The University of Northern Iowa does not discriminate in employment or education. Visit uni.edu/policies/1303 for additional information.

Furthermore, the Department of Residence will not discriminate in room and/or hall assignments, room changes, or other processes involving housing assignments on the basis of any stated identities within university policies.

Last Updated January 3, 2017