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CONTRACT CHANGES & CORRECTIONS

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Lincoln, NE 68588-0622
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University Housing office
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(800) 742-8800
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web: housing.unl.edu

Family Housing responds to all emails. If you do not receive a response within 48 business hours, the email has not been received by our office. See the Family Housing Guidebook for details about policies and procedures.

DEFINITION OF TERMS:

1. This document (herein called the CONTRACT) sets forth the terms and conditions upon which space in apartments owned by the University of Nebraska-Lincoln (herein called the UNIVERSITY) may be occupied by a person or persons (herein called the RESIDENT or RESIDENTS).
2. The term “apartment” applies to all family housing spaces on campus/managed by University Housing, regardless of contract length.
3. The UNIVERSITY agrees to provide the RESIDENT a limited license to use and occupy space in a family housing apartment subject to the conditions laid out in this CONTRACT.
4. Failure of the RESIDENT to meet any of these conditions of residency may result in the cancellation of this CONTRACT by the UNIVERSITY. In addition, violations of the terms and conditions of this CONTRACT by the RESIDENT may also result in UNIVERSITY disciplinary action where applicable.
5. OCCUPANT refers to any adult or child living with the RESIDENT in the apartment.
6. PROVIDER refers to a vendor not affiliated with the UNIVERSITY that offers a product to a student.
7. GUEST refers to any adult or child staying in the apartment short-term. The presence of a GUEST cannot exceed the maximum apartment occupancy limit.

CONTRACT TERMS AND CONDITIONS:

1. The Family Housing CONTRACT covers July 1- June 30 or the portion that remains when a student contracts to enter the apartment after the opening date. Regardless of the CONTRACT start date, the CONTRACT terminates on June 30.
2. Once a Family Housing CONTRACT is signed, it is a legally binding document and is subject to a cancellation policy. It is in the student’s best interest to be certain that they will live in a Family Housing apartment before completing a housing CONTRACT to avoid accruing cancellation and/or other fees.
3. The student’s signature on the CONTRACT indicates that the RESIDENT has read, understands, and agrees to the:
 - CONTRACT and contract cancellation policies outlined within the CONTRACT.
 - Obligation to comply with the Student Code of Conduct (studentconduct.unl.edu/student-code-conduct), the Family Housing Guidebook, the terms of which are incorporated in the CONTRACT (<https://housing.unl.edu/family-housing>) and all other applicable University policies.
 - No alcohol or drugs may be possessed or used on the premises.
 - No firearms of any kind may be kept or allowed on the premises.
 - The UNL campus is smoke-free, tobacco-free and vapor-free. No tobacco products may be used inside the apartment building or on any exterior patio. For more information, go to go.unl.edu/quit.
 - Failure to comply with the terms of the CONTRACT, the Student Code of Conduct, the Family Housing Guidebook and all other applicable University policies may result in immediate termination of the CONTRACT.
 - RESIDENT is responsible for the conduct and behavior of any OCCUPANTS and GUESTS at RESIDENT’S apartment. RESIDENT is responsible for the OCCUPANTS and GUESTS adherence to the provisions of the CONTRACT, the Family Housing Guidebook, and all applicable University policies.

- To the extent the terms of the CONTRACT and the Family Housing Guidebook conflict, the terms of Family Housing Guidebook control.

ELIGIBILITY AND REQUIREMENTS:

1. The Family Housing CONTRACT is only for the RESIDENT. A spouse/partner/roommate or children of RESIDENTs within a Family Housing CONTRACT are considered OCCUPANTS.
2. To be eligible to live in Family Housing, a RESIDENT must be:
 - A registered, full-time student in the semester of assignment and every semester thereafter.
 - Undergraduate students must maintain a minimum semester enrollment of 12 credit hours.
 - Graduate students must maintain a minimum semester enrollment of nine credit hours or must be certified as a full-time student.
 - If during the CONTRACT term a student is not enrolled as a full-time student or is on an approved academic or medical leave, they must request and receive a waiver of this requirement from the Family Housing office to remain in the apartment; otherwise, they need to cancel their CONTRACT and check out within 30 days of cancellation.
 - No credit hours are required during the summer months if the RESIDENT is enrolled in a full-time capacity for the fall semester.
 - Students are must notify the UNIVERSITY within seven (7) days if their student status changes.
3. The RESIDENT is expected to be in good financial and behavioral standing with the UNIVERSITY in order to maintain eligibility for family housing. Failure to maintain this standing may result in cancellation of the CONTRACT by the UNIVERSITY.
4. If an existing family housing RESIDENT graduates and their OCCUPANT then becomes a student, the contract ends with the current student and the OCCUPANT must submit their own application for a Family Housing Contract. This student will then be placed on the waiting list; space is not guaranteed.

ASSIGNMENT AND REASSIGNMENT OF SPACE:

1. To the extent possible, RESIDENTS will be assigned space in accordance with the preferences stated on the Family Housing application. No guarantee is made, however, that a RESIDENTS assignment preference or specific request will be honored. The RESIDENT agrees to accept and pay for the space assigned by the UNIVERSITY.
2. The UNIVERSITY is committed to providing an equitable and inclusive process and environment to all students. Family Housing students' assignments are processed first come/first serve.
3. By Federal law and University policy, apartment assignments cannot be made based on race, color, religion, disability, national or ethnic origin, gender identity or sexual orientation.
4. To make an apartment change during the CONTRACT period, RESIDENTS must contact the Family Housing office to make a request. The RESIDENT will be placed on a waiting list; when space is available, Family Housing will contact the RESIDENT. Reasons for internal moves include need for additional occupancy space or personal preference. There is a \$300 internal change fee if the student is moving due to personal preference.

APARTMENT OCCUPANCY:

1. Apartments are intended to be used exclusively as a private family residence, which includes the RESIDENT student renting the apartment, a spouse/partner/roommate and/or dependent children (referred to as OCCUPANTS). OCCUPANTS must be listed on the Family Housing CONTRACT at the time the contract is signed. For purposes of this contract, "occupancy" is defined as the total number of OCCUPANTS in the apartment, including GUESTS who are staying longer than two weeks.

2. Occupancy limitations based on Nebraska State Fire Code are:

- Occupancy in a one-bedroom apartment is limited to three (3) individuals.
- Occupancy in a two-bedroom apartment is limited to five (5) individuals.
- Occupancy in a three-bedroom apartment is limited to six (6) individuals.

3. Occupancy conditions:

- A RESIDENTS' apartment may not be used by anyone other than the RESIDENT to whom it is assigned and University approved OCCUPANTS. Subletting one's CONTRACT is not permitted.
- Any GUEST who resides in the apartment for more than two weeks (14 days) is to be registered and approved by the UNIVERSITY prior to arrival. The presence of a GUEST cannot exceed the maximum apartment occupancy limit.
- RESIDENTS in family housing are required to notify the UNIVERSITY prior to departure if they will be away from their apartment for more than seven (7) consecutive days.

STUDENTS WITH DISABILITIES ACCOMMODATION PROCESS:

1. The UNIVERSITY is committed to providing accommodations to students with disabilities in Family Housing. Students who require an accommodation due to a disability must have an accommodation plan issued by the Services for Students with Disabilities (SSD) Office. Family Housing will contact the RESIDENT with their options once the SSD office sends housing the accommodation plan.
2. To ensure that appropriate arrangements can be made, RESIDENTS who need an accommodation in family housing must contact SSD at (402) 472-3787 one month prior to effective date of CONTRACT. This includes requests for emotional support animals (ESAs). The RESIDENT must receive official, written approval from SSD **before** they can bring their ESA to campus. If a RESIDENT brings their ESA to campus prior to receiving official, written approval from SSD, they are in violation of University policy and may be subject to disciplinary action.

COMPLETING A CONTRACT WHEN A STUDENT IS UNDER AGE 18:

1. A parent or guardian must co-sign as a guarantor if a student is under age 18 when they sign a CONTRACT. By affixing their signature as a co-signer and guarantor, the parent or guardian acknowledges responsibility for payment of apartment rent and other fees under the conditions of this CONTRACT, should the student default on payment.

COMMUNICATIONS:

1. The UNIVERSITY has established email as an official and primary means of communication with all its past, current and future RESIDENTS. However, RESIDENTS may also be contacted by telephone, text or campus mail. Once RESIDENTS receive their official Huskers email address, the UNIVERSITY will communicate with the RESIDENT using the official Huskers email address.
2. RESIDENTS are responsible for reading all information sent to them via this email account. Electronic communication sent by Family Housing will be deemed received on the next university business day after the email was sent. Family Housing is not responsible for email communication blocked due to spam filters, restrictions imposed by the recipient's email service, or the RESIDENT not checking and reading emails daily.

LANDLORD TENANT ACT DOES NOT APPLY:

1. In accordance with Neb. Rev. Stat. §76-1408 (1) Reissue 1996, 2002 Cum. Supp.) as amended, the RESIDENT is entering into this CONTRACT for a residence at an institution, which is incidental to the provision of educational services, and therefore this CONTRACT is not subject to the Nebraska Uniform Residential Landlord and Tenant Act.

FORCE MAJEURE:

1. In the event that any of the housing provided pursuant to this CONTRACT becomes unavailable or is no longer advisable for RESIDENTS to remain in Family Housing for any reason including fire; floods; embargoes; war; health epidemics or pandemics; quarantine; acts of war; riots; civil commotions; strikes, lockouts or other labor disturbances; acts of God; or acts, omissions or delays in acting by any governmental authority (including, without limitation declarations of emergency by the federal or state governments or by the UNIVERSITY), then the UNIVERSITY shall have the right to in its discretion :
 - a. terminate this CONTRACT;
 - b. encourage some or all RESIDENTS to leave Family Housing for some or all of the days remaining under this CONTRACT;
 - c. relocate some or all RESIDENTS to replacement housing; and/or
 - d. take any other measure the UNIVERSITY deems reasonable. In all such instances, the UNIVERSITY may in its discretion issue any credit or refund the UNIVERSITY deems appropriate under the circumstances and the UNIVERSITY shall not be liable to the RESIDENT for any damages resulting from action(s) provided the UNIVERSITY'S action(s) were not arbitrary and capricious.

RATES/FEES OF CONTRACT

APARTMENT RATES/FEES

1. By signing this CONTRACT, the RESIDENT agrees to pay the UNIVERSITY the rates established by the UNIVERSITY for apartment rental to be provided hereunder. Rates include gas, electric, Internet service, water, sewage, trash, lawn care and snow removal.
2. The UNIVERSITY does not supply cables, cable boxes or other equipment to attach the RESIDENTS equipment to services. RESIDENTS will be expected to contract with a PROVIDER on an individual basis. The UNIVERSITY takes no responsibility for equipment owned by the PROVIDER or rented by the RESIDENT.
3. **The following monthly rental fees are based on apartment occupancy:**
 - **COLONIAL TERRACE**
 - 2 bedroom townhouse (two levels) - \$875/month (limited to 5 individuals)
 - 2 bedroom one level - \$835/month (limited to 5 individuals)
 - 3 bedroom one level - \$910/month (limited to 6 individuals)
 - **2222 VINE STREET**
 - 1 bedroom first floor - \$745/month (limited to 3 individuals)
 - 2 bedroom first floor small - \$825/month (limited to 5 individuals)
 - 2 bedroom 2nd/3rd floor small - \$850/month (limited to 5 individuals)
 - 2 bedroom 1st floor large - \$865/month (limited to 5 individuals)
 - 2 bedroom 1st floor large patio - \$885/month (limited to 5 individuals)
 - 2 bedroom 2nd/3rd floor large - \$885/month (limited to 5 individuals)
4. Rental rates are adjusted annually effective July 1, as documented in the Family Housing CONTRACT.
5. Rent is effective from the start date of the Family Housing CONTRACT for one year through the following June 30th.
6. Rent is due and payable on the first day of each month. Failure to receive payment by the 5th of each month will result in a \$15 late fee.
7. If the RESIDENT fails to pay rent or any charges when due, they will be considered in default, and the UNIVERSITY may terminate the CONTRACT. RESIDENTS who are past due on rent will be emailed a notice of account delinquency. Failure of the RESIDENT to respond to that notice within three days can result in CONTRACT termination.

8. The first month's rent, or prorated remaining days of the month, shall be paid upon the signing of the CONTRACT. Computation of the daily rental rate to be used at the time keys are issued and for refund purposes upon vacating will be based on a thirty (30) day month.
9. A security deposit to be paid at time of CONTRACT signing shall be equivalent to one month's rent based on the effective rate on date the CONTRACT is signed.
 - a. The UNIVERSITY reserves the right to retain that portion of the security deposit that may be necessary to cover damages, unpaid rent, or other amounts owed upon the termination of the CONTRACT. In addition, the UNIVERSITY may bill the RESIDENT for charges not covered by the security deposit, including charges that occur any time during the CONTRACT period.
 - b. In the event of any damage to the property, the RESIDENT agrees to pay all damage charges in excess of the security deposit.
10. RESIDENTS will be liable for fees relating to:
 - Cleaning of any apartment left unclean.
 - Damage to the apartment, including, but not limited to, paint, walls, cabinets, carpets, floors, window coverings and appliances resulting from failure to exercise reasonable care.
 - Residents agree to indemnify the University for any damage to the apartment caused to the apartment by an OCCUPANT or GUEST.
11. **Renter's Insurance**
 - a. The UNIVERSITY is not liable for the loss or theft of, or damage to, any property belonging to the RESIDENT or for injuries sustained by the RESIDENT, or their OCCUPANT(S) or GUESTS.
 - b. The UNIVERSITY does not provide personal property insurance.
 - c. RESIDENTS are required to purchase a renter's insurance policy to cover costs associated with any damage to or theft of personal property. RESIDENTS are required to carry sufficient liability insurance (minimum \$100,000) to cover any claim as a result of an act of their negligence, with UNL Board of Regents named as "Additional Insured." Proof of renter's insurance is required and must be submitted to Family Housing prior to move-in.

CONTRACT CANCELLATION POLICY:

1. Any RESIDENT who has signed the Family Housing CONTRACT has a valid/legal binding CONTRACT. If a RESIDENT decides not to reside in family housing, they will be subject to a 30-day cancellation policy.
2. The RESIDENT agrees to give the Family Housing office a written 30-day notice prior to the time when:
 - they intend to move from the apartment.
 - they are no longer a student at UNL.
 - they graduate. Graduating students are required to vacate 30 days after graduation unless special arrangements are made with Family Housing.
 - they are academically dismissed by the University.
 - family members exceed in number the maximum allowed in the apartment.

FACILITIES RELATED INFORMATION

APARTMENT CONDITION CHECKLIST

1. RESIDENTS are required to complete the apartment condition checklist and return it to the Family Housing office within two weeks of move in.
 - By signing the CONTRACT, the RESIDENT agrees to:
 - exercise care in the use of the property, to observe all rules for maintenance and safety, sanitation, and general physical condition of the area, and also be responsible for any damage to the property.

- not paint, wallpaper, make alterations or any additions to the premises.

APARTMENT ENTRY, INSPECTION, & MAINTENANCE

1. The right to privacy, guaranteed by federal and state laws, applies to the RESIDENTS apartment. Entry to apartments is limited to emergency or repair circumstances as deemed necessary by the UNIVERSITY, or as may be legally required.
2. In order to maintain its property and a safe environment for RESIDENTS, the UNIVERSITY reserves the right to have authorized personnel wearing identification enter and inspect apartments at reasonable times, as deemed necessary. UNIVERSITY personnel may enter an apartment after first knocking on the apartment door and announcing a request to enter. Reasonable time will be given for RESIDENTS to respond before entry occurs.
3. UNIVERSITY staff may enter an apartment for reasons including, but not limited to, the following:
 - In order to protect and preserve UNIVERSITY property and enforce UNIVERSITY policies;
 - At invitation or agreement by a RESIDENT/OCCUPANT;
 - To maintain an environment that respects the right of other RESIDENTS;
 - To complete repairs to previously reported damaged items (occasionally such requests require entrance to other apartments because of common utility lines).
 - Whenever someone moves out of an apartment, for check-out purposes;
 - To respond to health and safety issues, to ensure the safety of people and facilities or for any emergency reason (e.g. spray for insects, fire or broken pipes, etc.);
 - A **mandatory** monthly inspection of each apartment for insects, sanitation, and fire/life safety conditions. Annual inspections and apartment showings will occur; RESIDENTS will be notified 24 hours in advance of the inspection.

LEAD PAINT

1. If the RESIDENT is assigned to Colonial Terrace, they must sign a “Disclosure of Information on Lead-Based Pain and Lead-Based Paint Hazards” document before moving into the apartment.

PETS

1. Non-dangerous fish which live completely underwater are the only pets permitted in the family housing. No cats, dogs, gerbils, snakes, birds, crabs, turtles, frogs, spiders, etc.; only fish are allowed. Aquariums may be no larger than 25 gallons. Aquarium gravel must not be disposed in toilets or drains. Prohibition applies also to pets of any visitor(s) to the apartment.

CONTRACT CHANGES & CORRECTIONS

The UNIVERSITY has made every reasonable attempt to make sure information contained herein is accurate at the time of publication. However, the UNIVERSITY reserves the right to make corrections when necessary. Also, because the UNIVERSITY tries to respond quickly to RESIDENT concerns and to facilitate the best possible housing and dining programs, the UNIVERSITY further reserves the right to make changes in operations as needed. Refer to the University Housing website for changes and updates (housing.unl.edu).

The Family Housing Guidebook is a part of the Family Housing CONTRACT, and RESIDENTS are required to comply with its contents and policies. Where the CONTRACT conditions differ from an updated Family Housing Guidebook, the most current Family Housing Guidebook conditions apply.

The UNIVERSITY does not discriminate based on race, color, ethnicity, national origin, sex, pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, and/or political affiliation in its programs, activities, or employment.