



## 2024-25 FAMILY HOUSING CONTRACT

---

Dear Husker,

We are excited to welcome you to your home-away-from-home for the upcoming year. It is our honor to be part of your educational journey and hope your on-campus living experience will provide you with opportunities to grow as a scholar, as a person, and as a Husker!

This document is your contract for on-campus housing at the University of Nebraska-Lincoln. This contract is a legally binding agreement between you and the University of Nebraska-Lincoln on behalf of University Housing.

---

### 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. OCCUPANT refers to any adult or child living with the RESIDENT in the apartment.
4. 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.

### GENERAL ON-CAMPUS STUDENT HOUSING TERMS AND POLICIES

By entering into this housing contract, you agree to the following terms:

#### 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. Housing staff will confirm with the Office of Graduate Studies whether a student is certified as full-time.
  - 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 an enrollment exemption form 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 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.
5. Residents are eligible to live in Family Housing through completion of/graduation from ONE degree program only, such as Undergraduate, Masters, or Doctorate.

#### CONTRACT TERMS AND CONDITIONS

1. 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.
2. The Family Housing CONTRACT covers July 1- June 15 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 15.
3. Once this 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.
4. RESIDENT has obligation to comply with:
  - a. The University of Nebraska Student Code of Conduct (<https://studentconduct.unl.edu/university-nebraska-student-code-conduct>)
  - b. The Family Housing Guidebook (<https://housing.unl.edu/family-housing>)
  - c. All other applicable university policies
5. Failure to comply with the terms of the CONTRACT, the University of Nebraska Student Code of Conduct, the Family Housing Guidebook and all other applicable University policies may result in immediate termination of the CONTRACT. In addition, violations of the terms and conditions of this CONTRACT by the RESIDENT may also result in UNIVERSITY disciplinary action where applicable.
6. 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.
7. 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.

#### CONTRACT CANCELLATION POLICY

1. Any RESIDENT who has signed this 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.
  - they are academically dismissed by the University.
  - family members exceed the maximum allowed in the apartment.

#### 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.
  - It is the responsibility of the RESIDENT to notify Family Housing within 30 days of when there is a change in the OCCUPANTS in the apartment (addition of OCCUPANT(S) to the Contract or anyone who has vacated the apartment). Apartment occupancy limits must be followed.

#### **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 served.
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; if 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.
5. Your housing contract entitles you to a Family Housing assignment, but does not entitle you to a specific room assignment—even though an assignment to a specific apartment may have been made or may hereafter be made. University Housing may, and expressly reserves the right to, assign or reassign apartments based on space availability, occupancy considerations or exigent circumstances (including but not limited to during or following a pandemic, recommendations or orders issued by a public health authority and compliance with applicable law and regulations). Any reassignment will be effective on the date University Housing provides notice to you or on the date specified in that notice. The university reserves the right to place limits on the number of residents in a housing unit based on occupancy. Room assignments are not guaranteed for those students on an official waitlist.

#### **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. Monthly rental fees are based on apartment occupancy and can be found here: <https://housing.unl.edu/family-housing>. Rental rates are adjusted annually effective July 1.
3. Rent is effective from the start date of the Family Housing CONTRACT for one year through the following June 15<sup>th</sup>.
4. Rent is due and payable on the first day of each month. Failure to receive payment by the 5<sup>th</sup> of each month will result in a \$15 late fee.
5. 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.
6. 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.
7. 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.
8. 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.

#### **RENTER'S INSURANCE**

1. 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.
2. 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.

#### **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.

#### **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](http://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.

#### **NON-DISCRIMINATION POLICY**

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.

## ACKNOWLEDGMENTS AND SIGNATURE

I understand that:

1. my housing contract will be in effect for the entire contract term;
2. by signing this document, I am entering into a legally binding contract.
3. I am representing that all of the information that I provided in my housing application is true, and I acknowledge that if any information I provided is false, University Housing may terminate my housing contract.
4. I am agreeing to make myself aware of and abide by my rights and responsibilities under the applicable rules, regulations, ordinances and procedures established by the university community, which are published in the Family Housing Guidebook (<https://housing.unl.edu/family-housing>) and incorporated by reference into my housing contract.
5. where the CONTRACT conditions differ from an updated Family Housing Guidebook, the most current Family Housing Guidebook conditions apply.
6. I am agreeing to comply with all local, state and federal laws.
7. I am agreeing to be responsible for and pay to the University all applicable housing fees and other charges assessed under the terms of my Family Housing contract.

Your electronic signature on this CONTRACT indicates that you have read, understand, and agree to the contents in this CONTRACT.

Signature: