This Lease Agreement is made this day of ________________________________

Between WKU, Housing and Residence Life (HRL) and ________________________________

Lessee WKU ID Number ________________________________

Term: This lease will commence on __________________ and shall expire on __________________

Rates and Payments

Rent for the lease term is

- One Bedroom Apartment- Single Occupancy- $515
- One Bedroom Apartment (Double Occupancy) - Per Occupant- $300
- Two Bedroom Apartment –Per Person - $460

Your rent as indicated above is due on the first of each month and is considered delinquent after the 5th of the month. A $25.00 fee will be added each day payment is late. If the Lessee fails to pay rent when due, the University may additionally take one or more of the following actions: block registration, withhold the issuance of transcripts, and/or serve a three day notice to terminate lease. The University may, upon thirty (30) days’ written notice, raise or lower the monthly rental rate or change any terms of this lease.

Lease

1. Occupancy
   The Lease is for one bedroom (occupancy of 1 in two bedroom units) and for the shared space.

2. Lease Duration
   The Lease will last for the duration of 11 months. The Lessee will have the option to extend the lease to 12 months. Lease can be terminated upon graduation.

3. Sublease
   The Lessee agrees that the rights under this lease are not assignable, either in whole or in part. Violation of this lease may result in eviction, legal fees, and/or disciplinary action.

4. Breach of Lease
   The Lessee agrees that breach of lease exists when it is determined by the appropriate university official that a violation of provisions of this lease or of rules and regulations of the University has occurred. The Lessee understands that breach of lease may also result in denial of subsequent University registration, and/or assessment of rent for the remaining term of contract.
Involuntary Termination of Lease

1. Lessee fails to be in good financial standing. The University may, demand payment and notify occupants in writing that unless payment is made within the time mentioned in the notice; the rental agreement will be terminated. If student resident remains in default after demand of payment by HRL, the University may bring a summary proceeding, action, or suit. Charges will be assessed to the student resident for each step necessary for eviction procedures and any legal costs incurred.

2. Lessee has misrepresented any material fact in the application or other statements submitted.

3. Lessee is involved in any illegal activity as determined by University regulations.

4. Lessee is dismissed from the University by reason of disciplinary action.

5. Lessee fails to enroll, withdraws enrollment, or does not complete the required semester hours during the academic year.

6. Lessee is found in violation of university policy.

Eligibility

The Lessee is eligible to rent the room referenced herein only if s/he is and remains a full time or approved part time registered student at WKU, during the academic year referenced in this lease. Lessee must have 60 hours of completed credit hours before the start of the lease term. For purposes of this lease, the academic year is defined by the official University calendar. If the Lessee withdraws or fails to retain registered student status during the academic year, the Lessee shall not be eligible to occupy the premise.

Security and Damage Deposit

The Lessee agrees to pay the University a $150.00 deposit. Said deposit will be refunded upon termination of this lease after deduction for any of the following: default in payment of rent; any loss or damage to the apartment or its furnishings; any necessary cleaning of the apartment; accumulated past due obligation to the University, and for any other reason allowed by law. The Lessee is also responsible for damage to common areas within the assigned premise or apartment. Damage not attributed to specific residents may be divided among apartment occupants.

Utilities

The University will provide the following utilities: Water, Sanitation, Electricity (up to $40 a month per lessee), Basic Cable and Internet. Interruptions on a temporary basis for reason of maintenance, repair or catastrophe will not be considered a breach of this lease. The University agrees to restore the affected service within a reasonable amount of time. If for any reason, the apartment is rendered uninhabitable, the University is not obligated to find alternate housing for lessee.

Liability

If for any reason the University cannot deliver possession of the premises to the Lessee, the University shall not be liable for any loss or damage from the University's delay or failure to deliver the premises. Additionally, the Lessee agrees that the University does not assume liability for loss, damage, fire or theft of personal property from any cause, or for any articles left on the premises when Lessee vacates. The Lessee is responsible for any damage to the apartment and for maintaining the apartment in a safe and sanitary manner. It is recommended that the lessee acquires insurance for protection of personal property against fire and theft.

Rights of Entry

The Lessee agrees that the University may enter the apartment after reasonable notice for the purposes of conducting safety checks, performing maintenance, showing of a unit, conducting inspections of the premises, and for any other reason allowed by law. Entry may be made at any time without notice to the Lessee in the event of any emergency, when the Lessee has requested maintenance services, or when the Lessee has abandoned or surrendered the premises, or is in default of the lease.
Family Housing
Lessees are allowed to live with a married partner as long as they are legally married. Documentation of marriage will be required upon signing of lease.

Lessees with children, including single parents with 51% child custody, are eligible for occupancy; further documentation will be required upon signing of lease.

Use of Apartment
The Lessee agrees that no other person(s) shall occupy the space leased to Lessee hereunder. Maximum occupancy of each rented space within a shared apartment is designated as one (1). Business or commercial activities are prohibited on University property.

Abandoned Property
Upon termination of the lease, the Lessee agrees to surrender the premises to the University and to remove all personal property. Any property left in the room or apartment shall be deemed abandoned and the University may take possession of and use or dispose of such property as allowed by law, and is hereby relieved of all liability for doing so. The University may re-enter and take possession of the apartment if determined that the apartment has been abandoned.

Parking
Each Lessee residing at 1350 Kentucky Street will be given a spot in the adjacent parking garage. Lessee residing at 1355 Kentucky Street will be allowed to park in designated parking lots. All Lessees must purchase a housing Permit from Parking and Transportation.

Care of Facility
1. Furnishings and Appliances
   The University agrees to provide each resident with a bed, mattress, dresser and nightstand. The University will also provide each apartment with a sofa, table, two stools (for residents of 1350 Kentucky Street), standard kitchen appliances to include refrigerator, stove, microwave and dishwasher, and a washer and dryer. The university also agrees to provide utilities. (as defined earlier in lease). The lessee will be responsible for any other furniture that the student may desire, but may not install waterbeds or other furniture prohibited by HRL. The lessee may not install or use additional appliances in the premises without the approval of HRL. The lessee is responsible for any and all damage that occurs to provided furnishings and appliances.

2. Damages
   The Lessee agrees to pay for any damages resulting from the negligent or intentional acts or omissions of the Lessee or the Lessee’s guests, including, but not limited to fire and water damage. Lessee cannot install or attach anything to the exterior of the unit. Charges for damages and/or other miscellaneous charges accessed during occupancy will be billed to the Lessee.

3. Maintenance Concerns
   The lessee agrees to report any routine maintenance issues that may occur within the apartment in a timely manner using the maintenance reporting system.

4. Smoke Detector
   Lessee agrees not to dismantle or tamper with the smoke detector and to report any malfunctions.

5. Locks & Keys
   One key and one key fob will be provided to each resident. In the event that the key or key fob is lost the resident is monetarily responsible for the replacement of the key or key fob. A replacement key costs $50 and a replacement key fob cost $15. Each resident will also be provided a mailbox. The mailbox key if not provided at check-in may be checked out through the local office of the United States Postal Service.

6. Common Space Usage
   Each Lessee is responsible for their actions and their guest’s actions when using community space. Community spaces in the building are to be used by the lessee only unless otherwise noted by the community room rules.
Conduct and Behavior

1. State and Federal Laws
   The lessee agrees to comply with all federal, state, local laws as well as University policies, ordinances and regulations regarding conduct, health, safety and other matters concerning activities on or conditions of the leased premises and common areas.

2. Pets
   Pets, with the exception of fish, are not allowed in the residence. Professionally trained service dogs are not considered pets. If the Lessee is suspected of having an unauthorized pet on the premises, a written notice will be served for removal of the pet and to allow inspection of the premises.

3. Smoking
   Smoking is not permitted in HRL apartments or within 30-feet of any entrances to university-owned apartments.

4. Flammables
   The Lessee agrees not to keep or permit to be kept, in or about the premises any chemicals or items that are toxic or explosive in nature.

5. Noise
   The Lessee shall not make any disturbing noise; operate any mechanical, musical, or electric equipment at such time or such volume, or in a manner that will interfere with the rights and comfort of other tenants. The lessee is expected to observe the academic nature and close quarters of the community and should not make or permit noise that is objectionable to other residents.

6. Student Code of Conduct
   The lessee agrees to become aware of and observe all published rules affecting his or her status with the university. Specifically included is:
   - Student Code of Conduct
   - Hilltopics for Apartment Living

7. Waste Removal
   The lessee understands that all garbage must be disposed of in the proper manner using the designated garbage compactor.

8. Fire Safety
   The lessee and all occupants of the premises agree and understand that participation in fire alarms is mandatory. Residents who fail to comply with this requirement and do not vacate the premises when the alarm sounds will be asked to move out because the University cannot then accept responsibility for their safety. Anyone found turning in a false alarm, tampering, damaging, or in any way using the fire equipment or safety apparatus for anything other than its intended use may be dismissed from housing, fined, and subject to further action by the University and/or law enforcement authorities.

9. Storage
   The lessee shall not obstruct the corridors, stairways, or entryways. The University reserves the right to remove all obstructions and dispose of the same at its discretion. Hallway areas may not be used for storage of any kind. There is no storage provided outside of individual apartments.
I have read and understand the terms and conditions of this lease. I hereby agree to uphold the terms and conditions of the lease.

Lessee:

________________________________________   __________________________________________
NAME – PRINTED                  WKU ID#

________________________________________
SIGNATURE

________________________________________
DATE

Manager:

________________________________________
NAME – PRINTED

________________________________________
SIGNATURE

________________________________________
DATE