

# BAITY HILL/ MASON FARM LEASE TERMS



## Definitions

**Lessor:** The University of North Carolina at Chapel Hill.

**Lessee:** The student who signs the lease is responsible for the terms and conditions of this lease agreement. Only one person may sign the lease unless the student is under eighteen (18) years of age, in which case, signature of parent or legal guardian is also required. At the time of the lease signing, the Lessee must be enrolled full-time in a degree-granting program at The University of North Carolina at Chapel Hill, and either be (a) married and living with a spouse or domestic partner, with or without dependent children; (b) single parent with one or more dependent children, or (c) single and in a graduate or professional degree-seeking program (excluding post-doctoral or post-baccalaureate programs). Dependent children are defined as children less than the age of 18 who are under your legal custody, or children who are age 18 or older who meet the requirements for legally dependent status. **Occupant:** The Lessee, his/her spouse, and his/her dependent children. All occupants must be registered with the Student Family Housing Office, with documentation showing proof of relationship (i.e., marital relationship/domestic partnership or dependent status). Documentation that may be required may include, but not be limited to, marriage/domestic partner certificate, tax records, court order or birth certificate.

**Guest:** A guest is defined as anyone who is invited by Lessee or Occupant for a short-term stay lasting more than 24 hours but less than 30 days during any academic semester. All guests must also be registered with the Student Family Housing Office. No registered guest may stay in an apartment without an Occupant present.

**For and in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:**

**1. ELIGIBILITY.** Lessee represents, at the time of entering into this lease agreement, that Lessee is a full-time registered student (*undergraduate students are considered full-time with 12 credit hours and graduate students are considered full-time when deemed so by their academic departments; exceptions may be considered on a case by case basis*) at The University of North Carolina at Chapel Hill and will remain so for the duration of occupancy; **and is either:**

a. Married or in a Domestic Partnership and living with spouse/partner for the duration of occupancy on a continuous basis, with or without dependent children; **or**

b. Single parent with one or more dependent children; **or**

c. Single and in a graduate or professional degree-seeking program (excluding post-doctoral or post-baccalaureate programs) at The University of North Carolina at Chapel Hill.

For purposes of this Section 1, dependent children are defined as children less than the age of 18 who are under the student's legal custody, or children who are age 18 or older who meet the requirements for legally dependent status. The Lessee shall submit to the Lessor, upon request, documentation setting forth the pertinent facts concerning the Lessee's household composition and University status. If the Lessee's student and/or family status changes at any point during the lease term, the Lessee must notify Student Family Housing Office immediately. The Lessor may periodically request updates of such information. Failure to comply may result in immediate lease termination.

**2. RENT AND CHARGES.** Lessee shall pay, if any, the prorated rent, identified on page 1 covering the period through the first date that the Monthly Rent is to be paid. Beginning with the first day of the next calendar month after the period covered by the Prorated Rent, and continuing throughout the term of this Lease Agreement, Lessee shall pay the Monthly Rent identified on page 1 each month in advance on or before the first day of each month. Unless otherwise approved by Lessor in writing, partial payment of Rent is not acceptable at any time. Lessee's obligation to

pay Rent and other charges is an independent covenant and not conditional upon the performance by Lessor of Lessor's responsibilities under this Lease.

If the Lessee's account is at least one month in arrears, Lessee's student account will be placed on hold with The University of North Carolina at Chapel Hill's master hold system. The placement of a hold may result in the Lessee's inability to register for classes or receive an official transcript or diploma from the University. If the Lessee's account is two months in arrears, Lessor will begin lease termination proceedings, and Lessee will receive notice of eviction. Should the Lessee fail to make payment of rent as agreed, then the Lessor shall have the right to declare this lease null and void and take possession of the property as authorized by the North Carolina Landlord-Tenant Act. The Lessee remains responsible for unpaid rent and fees, and the outstanding debt may be recovered through the North Carolina Department of Revenue, in accordance with the Set-Off Debt Collection Act, N.C. Gen. Stat. §§ 105A-1 et seq.

**Additional Terms:** If the building in which the leased premises is located, is destroyed or damaged to such an extent that the building is not capable of being occupied during the term of the lease, Lessor shall have the right and election to rebuild or repair the building or terminate this lease. In the event Lessor elects not to rebuild or repair the building, the rent shall be apportioned to the time of damage or destruction. In the event Lessor shall elect to rebuild or repair said building, no rent shall accrue for the period of time of said damage or destruction to the time when said building shall be ready for occupancy. The Lessor, upon 45 day written or electronic notice, may change the rental rate to be effective from and after the date when the then current Lease term or renewal period ends.

**3. LATE FEES AND OTHER COSTS.** To the extent permitted by applicable law, any balance remaining on the Lessee's account after the 5<sup>th</sup> of the month will be assessed a late payment fee of \$15 or 5% of the monthly rent, whichever is greater. If Lessee's bank dishonors Lessee's check for any (or no) reason, Lessee must pay Lessor a service charge of \$25.00 for each returned check. If two of Lessee's checks are dishonored, Lessee will not be eligible to pay using a personal check.

**4. OCCUPANCY.** The apartment shall be occupied solely for residential purposes by Lessee and those persons specifically listed as Occupants on page 1 of this lease. Lessee may accommodate guests for reasonable periods as described on page 1 of this lease. The maximum number of persons permitted to occupy a one bedroom apartment is three (3). The maximum occupancy for a two bedroom apartment is five (5) persons.

**5. DELIVERY OF APARTMENT.** Lessee acknowledges that Lessor's ability to provide the apartment in a timely fashion will depend upon the availability of the Apartment and that, even though the previous resident residing in the Apartment may be scheduled to move out, such resident may not move out in a timely fashion. Therefore, the Lessor has the right to reassign Lessee to another apartment when necessary for maintenance, repair, make ready, holdover by prior resident, or otherwise. Lessee shall be responsible to Lessor for any damages to the apartment or community caused by Lessee, other Occupants or their respective Guests (including movers), whether caused during move-in, during the term of this Lease or during move-out.

An Apartment Condition Form (ACF) will be provided to Lessee at the time that Lessee moves into the Apartment. The Apartment Condition Form should be submitted to the Student Family Housing Office within three (3) days after obtaining keys to the apartment. Failure to complete and return such form within the time specified shall be conclusive evidence that the apartment was in good order and satisfactory condition when Lessee took possession.

**6. TERM.** Subject to the provisions of this Lease, the initial term of this Lease shall commence on the Beginning date identified on page 1 and end on the Ending date identified on page 1, unless terminated or modified as prescribed in Section 7. The Lessee may enter a new Lease Agreement on an annual basis, contingent upon satisfactory history of rental payments, adherence to the Lease Agreement, and continued eligibility based upon Lessee's student and/or family status. A thirty (30) day written notice is required by either party to terminate this Lease.

**7. TERMINATION OF OCCUPANCY.** The Lessor, may at its option, terminate the occupancy of the Lessee and reenter the premises upon giving thirty (30) days written notice to the Lessee if any of the following conditions occur:

- The Lessee provides false information in connection with entering into this lease.
- The Lessee is no longer eligible to remain in Student Family Housing, as a result of changes in student or family status.
- The Lessee fails to pay rent or other charges when due.
- The Lessee fails to abide by the terms of this Lease Agreement, or is in violation of University or Department of Housing and Residential Education policy. The Community Living Standards and Policies and Procedures ("Community Living Standards"), as published by the Department of Housing and Residential Education, are hereby incorporated by reference and made part of the Lease Agreement and shall have the same effect as though fully set forth herein.
- The Lessor, for any reason, elects to demolish, move, dispose of, or vacate at any time, the dwelling unit occupied by the Lessee.

In addition, violations of the Community Living Standards or other University policies may result in Lease Agreement termination or other appropriate action, up to and including Lessee's eviction from University housing and/or suspension or expulsion from the University..

To the extent permitted by applicable law, the Lessee may be released from this Lease Agreement, **with penalty**, on the final day of any month during the lease term with the exception of the final 31 days of the Lease Agreement. *The penalty for terminating the lease agreement is one-half of the rent chargeable through the remaining term of the lease.* This penalty is due and payable on the last date of occupancy. Vacating the premises within the last 31 days of the Lease Agreement requires full payment through the end of the lease term. The Lessee must provide a signed Notice of Intent to Vacate to the Lessor at least thirty (30) days prior to terminating the lease. The Lessee shall be responsible for all rents or early termination penalties as set forth in this lease and prescribed by the final date of the lease term regardless of subsequent changes in enrollment status. Nothing in this Section 7 should be interpreted to modify or waive the rights established for military personnel or victims of domestic violence, sexual assault or stalking under the Residential Rental Agreements Act, N.C. Gen. Stat. §§ 42-45 and 42-45.1.

**8. MOVE OUT PROCEDURES.** Prior to move-out, except for move-out after Lessee's default or after Lessor provides Lessee with notice of termination, Lessee must give Lessor proper notice of termination in accordance with Section 6 of this Lease Agreement. If, on the date of Lease Agreement expiration, a signed Notice of Intent to Vacate has not been provided or the Lease Agreement renewed, the Lease Agreement will terminate and an insufficient notice fee equivalent to one (1) month's rent will be charged payable immediately.

*Rent.* The Lessee will be held rent-responsible through the final day of the month of Lease Agreement expiration or termination regardless of the intended date of move-out. Lessee is responsible for payment of rent until the apartment is vacated and apartment keys are returned to the Student Family Housing Office.

*Move-Out.* On the move-out date (as specified on the Notice of Intent to Vacate), Lessee and all Occupants must: (i) vacate the Apartment; (ii) leave the Apartment in a clean and rentable condition, normal wear and tear excepted; (iii) return all keys and flexpasses to the Student Family Housing Office; (iv) follow the move-out instructions (available at the Student Family Housing Office); and (v) pay any outstanding charges or delinquent rent. Lessee will be responsible for any damages to the Apartment and/or cleaning charges beyond reasonable wear and tear.

*Disposal of Property.* To the extent permitted by applicable law, any property remaining in the Apartment after the Lessee has returned keys to Lessor shall be presumed unwanted, and may be disposed of without liability to Lessor. When applicable, Lessor shall impose reasonable charges for storing unwanted property, and may dispose of said property as Lessor sees fit.

**9. RENT INCREASE AND LEASE CHANGES.** Lessor shall have the right to modify any of the terms of this Lease including the amount of Rent or other charges due and payable by Lessee, to be effective at the Lease Agreement expiration by providing Lessee with at least 45 days' notice of such modification. Lessee shall be obligated to comply with the Lease Agreement modification from and after the date when the Lease Agreement term or renewal period ends as if such modification were incorporated directly into this Lease Agreement.

**10. PETS.** Lessee is not allowed to have pets on the premises, including visiting pets. Lessor only permits fresh-water fish in aquariums not exceeding 12 (12) gallons, consistent with the Community Living Standards. If Lessee is found with a pet, Lessee will have up to 24 hours to remove the pet from the premises. Failure to abide by this requirement may result in termination of this Lease Agreement, and an administrative charge will be assessed to Lessee's account. Service and comfort animals authorized by the University's Office of Accessibility Resources and Service, in accordance with the University's Service and Comfort Animal Policy, are exempt from this policy.

**11. UTILITIES.** Utilities provided by the Lessor include, but are not limited to: water; sewer; trash; electricity; high speed internet access and basic cable. The cost for said services is included in the monthly rent. The Lessee may contract at their own expense for local and long distance phone services or additional telephone features.

**12. INSURANCE.** Lessor highly recommends that Lessee maintain, at Lessee's sole expense, renter's insurance during the term of this Lease Agreement and any subsequent renewal periods to help protect Lessee, Lessee's property and Lessor's property. Lessor recommends the limits of liability be in an amount not less than \$25,000 per occurrence. Lessor is not responsible for, and will not provide fire or casualty insurance for, the personal property of Lessee or Occupants of the Apartment. Neither Lessor nor Lessor's managing agents shall be liable to Lessee, other Occupants, or their respective Guests for any damage, injury or loss to person or property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, interruption of utilities or other occurrences unless such damage, injury or loss is caused exclusively by the negligence of Lessor. Lessee assumes all risks with respect to all of the above. It is understood that no policy of insurance carried by Lessor shall provide any coverage for Lessee or its property.

**13. REIMBURSEMENT.** In the event that any damage or loss to Lessor, other than reasonable wear and tear, is caused by Lessee, Occupants, or their respective Guests or invitees (including contractors), Lessee shall be liable for such damage or loss and shall immediately reimburse Lessor for such damage or loss. Failure to pay for any damage or loss will result in a hold being placed on the Lessee's student account. The charges will also

be collectible through the North Carolina Department of Revenue, in accordance with the Set-Off Debt Collection Act, N.C. Gen. Stat. §§ 105A et seq.

**14. ALTERATIONS.** The Lessee is prohibited from making alterations or additions to the premises or from installing, attaching, connecting, or maintaining in the apartment or building, interior or exterior, major appliances not already provided without prior written consent from the Student Family Housing Office. Painting is prohibited.

**15. INSPECTION AND REPAIRS.** Subject to any requirements provided by applicable law, Lessor (including any managing agent or vendor authorized by Lessor) shall have the right to enter the apartment at reasonable hours for the purpose of inspection, inventory, maintenance, pest control, repairs, leaving notices, removing health and safety hazards, and allowing entry by law enforcement officers.

**16. CONDUCT.** Lessee agrees that Lessee, Occupants of the Apartment and their respective Guests or invitees shall comply with the Community Living Standards. In addition, all minor children are to be supervised by an adult at all times. Failure to abide by these conditions may result in lease termination.

**17. SMOKING.** Any Lessee, Occupant, or Guest is prohibited from smoking on the property, including but not limited to: inside apartments, stairwells, hallways, on elevators or in any other interior or exterior common areas. This provision is in accordance with the University's No Smoking policy (available at <http://policies.unc.edu/policies/no-smoking/>). Evidence upon inspection, either during or after occupancy, of failure to abide by this policy will result in forfeiture of all security deposits paid and may result in Lease Agreement termination. If no security deposit is held, a non-compliance fee will be assessed.

**18. ACCEPTANCE OF MAIL.** In the event that Lessor accepts delivery of Lessee's mail or packages, Lessee acknowledges that Lessor is not responsible for lost, stolen, or damaged items and Lessee releases Lessor from all liability with respect to the acceptance or storage of any mail or packages. After Lessee has vacated, all mail and packages received will be returned to sender.

**19. APARTMENT TRANSFER.** In order to qualify to transfer to another Apartment, Lessee must be in compliance with this Lease Agreement and must sign a Transfer Request Agreement. Lessor will assess a transfer fee of \$250 to be paid with return of the Transfer Request Agreement. No transfer shall be permitted unless a replacement unit is available. If Lessee owes rent or other charges with regard to Lessee's Apartment, such rent and other charges shall be immediately due.

**20. ASSIGNMENT AND SUBLETTING.** Lessee acknowledges that while Lessor is generally obligated to provide fit and habitable premises, Lessee is only guaranteed an apartment space in Student Family Housing, not a specific apartment or condition (*building, street, number of bedrooms, number of bathrooms, etc.*), by entering into this Lease. The Lessor reserves the right to make apartment assignments and may require the Lessee to relocate to another apartment based on renovation, construction, and other needs as determined by the University and Department of Housing and Residential Education. The Lessee is hereby prohibited from subletting any apartment. The Lessee may not offer accommodations to roomers, boarders, or lodgers. Failure to abide by this policy may result in Lease Agreement termination.

**21. PARKING.** The Lessee must register personal vehicles with, and purchase parking permits from, the Department of Public Safety. The Lessor guarantees one parking space per apartment unit. Very limited additional spaces are available via an application process. The Lessee may park in any unreserved space below or near their apartment building, with an appropriate permit. If this Lease Agreement is terminated before the Lessee's parking permit expires, the permit must be immediately returned to the Department of Public Safety for a pro-rated refund. Failure to abide by this policy, or any part herein, may result in disciplinary action up to, and including, lease termination.

a. Motorcycles: Motorcycles or other vehicles must be parked in parking areas provided. They may not be parked in or under stairwells or inside the buildings.

b. Bicycles: The Department of Public Safety requires all bicycles parked or stored on campus to be registered. This mandatory registration is free and can be completed online (at <http://move.unc.edu/bike/bike-registration/>) or in person at the Department of Public Safety. Bicycle permits should be adhered to the bicycle seat frame tube approximately four inches below the seat. Bicycle parking is available in each parking garage and is designated by the presence of bicycle racks. Any bicycle parked in an unauthorized area is subject to impoundment without prior warning. Bicycles cannot be parked or stored in any location other than areas designated for bicycle parking, including:

- Inside a University building, where an unsafe or hazardous condition is created for building occupants;
- Against or attached to any tree, bush, plant, or foliage;
- Against or attached to any electrical fixture, sign post, railing, public seating fixture, or emergency safety device; or in any other area where parking is prohibited.

**22. MAINTENANCE.** Lessee agrees to perform the following obligations during the term hereof: (i) maintain the apartment and appurtenances in a clean, sanitary, and safe condition; (ii) dispose of all rubbish, garbage and other waste in a clean, sanitary and timely manner into the refuse receptacles; (iii) properly use and operate all appliances and plumbing fixtures; (iv) immediately notify Facilities Services when there is a need for

repairs or maintenance; (v) keep materials out of the apartment or building that cause a fire or safety hazard; (vi) keep all areas outside the apartment, including but not limited to, stairways, hallways, and sidewalks clear of unapproved personal possessions or obstructions; (vii) not destroy, deface, damage, impair, nor remove any part of the furnishings, apartment and building facilities, equipment or appurtenances thereto; and (viii) prevent any person in the apartment with Lessee's permission from violating any of the foregoing obligations.

**23. NOTICES.** Lessee agrees to accept as sufficient service any notice delivered personally, affixed to the door of the Apartment, placed in the mailbox assigned, emailed to the Lessee's University email account, or emailed to the Lessee's provided email address. Notices to the Lessor should be addressed to Baity Hill/Mason Farm, 1503 Baity Hill Drive, Chapel Hill, NC, 27514, or delivered in person to the office.

**24. VERBAL REPRESENTATION AND WAIVER.** Neither Lessor nor any of Lessor's representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between Lessee and Lessor. Lessor's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing. Lessor's decision not to terminate this Lease, even though Lessor has a right to do so due to a breach of the Lease terms, shall not be a waiver of Lessor's right to terminate for a breach which occurs or is discovered at a later time. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance.

**25. OTHER.** This Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina. In the event that any clause or provision of this Lease Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Lease Agreement which shall continue to be enforceable.

**26. See Community Living Standards for additional provisions.**