

All residents are required to sign a Housing Contract to live at The Pointe @ JSU managed by Jacksonville State University Housing Operations and Residence Life (HRL). You are encouraged to review the Housing Contract with your parent, guarantor, legal guardian or other advisor before agreeing to the terms of the Housing Contract. **YOU ARE URGED TO READ THIS CONTRACT CAREFULLY!**

This is a LEGALLY binding document that holds you responsible for paying the housing rate for your specific assignment as listed below. The terms used in this Housing Contract are defined:

- **Housing Contract:** this "Contract," which includes this document, the Rules and Regulations, and all other applicable addenda referred to in this document or executed by the Resident and incorporated by reference into this document.
- **Owner:** "Owner" shall be the Owner, The Pointe @ JSU Apartments
- **Resident:** "Resident" shall be: **NAME**
- **Roommates:** "Roommates" shall be the persons occupying the other bed spaces within the unit and sharing the common areas.
- **Exclusive Bed Space:** "Exclusive Bed Space is your sole use of a bedroom in an apartment or unit ("Apartment" or "Unit").
- **Premises:** "Premises" shall be an Exclusive Bed Space in a Two Bed Room (Unit Type) or Four Bed Room (Unit Type) at The Pointe @ JSU (the "Community") located at **331 Nisbet Street NW Jacksonville, AL 36265 (Unit/bed number and Community Address)**
- **Term:** The "Term" of this Contract shall begin on **August 24th, 2022** (the "Commencement Date") and end on **August 1, 2023** (the "Expiration Date"). The lease is for 12 months which includes fall, spring, and summer semesters. Separate leases apply for students assigned after fall semester has commenced.
- **Rent:** Cost is \$2800 per person per semester for a four-bedroom unit and \$2900 per person per semester for a two-bedroom unit (utilities included with \$30/per resident monthly allowance for electricity). Residents may choose to pay in two installments of \$4200 per person per semester for fall and spring each for a four-bedroom unit or \$2800 per person per semester for fall, spring, and summer for a four-bedroom unit. Cost of a two-bedroom unit is \$2900 per person per semester for fall, spring, and summer or \$4350 per person per semester for fall and spring each.

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Contract.

1. **RENT:** In consideration of Resident's compliance with the terms of this Contract, Resident shall have the right to use and occupy the Pointe assignment and other areas of the Premises on the terms hereof. The housing charges shall be paid by Resident on or before **the payment due dates of each term**. All other charges due for services provided or charges assessed, including, but not limited to, fines for violating the Rules and Regulations, are hereinafter collectively referred to as "Charges". Resident will have the option of being billed twice a year or three times a year. If Resident chooses two installments, the total amount will be due in fall and spring semesters. If the Resident chooses three installments, the Payment of tuition, university housing, residential dining program charge, student ID fee, and parking decal fees are part of the registration process known as "confirming your schedule." Payment or "Payment Plan" participation is required before each semester's registration is complete (confirmed). Any charges from a prior semester must be paid before your enrollment will be confirmed. Payment must be received according to the following terms or your registration will be canceled:
 - a. Pay semester charges with a check or money order by mail; with cash, check, and money order; with VISA, MasterCard, or Discover in person at the cashier window located on the second floor of Bibb Graves Hall, or via the web through MyJSU. Your complete payment must be in the Office of Student Accounts no later than the published due date. A check returned for insufficient funds is a serious matter and can lead to legal action.
 - b. Important: A Postmark is not acceptable for meeting your payment deadline. Your complete payment must be in the Office of Student Accounts no later than the published due date.
 - c. You are responsible for paying any prior balances by the published due date. If you fail to do so, your classes will be canceled.
2. **CONSIDERATIONS AND PERIOD OF THE AGREEMENT:** The Resident or prospective resident and (if required) resident, parent, guardian, or other guarantor, is/are hereafter referred to collectively as Resident. The resident will pay Jacksonville State University (JSU) housing fees and costs for occupancy of an assigned space in The Pointe @ JSU beginning fall semester and ending at the conclusion of summer semester. The Resident will pay at the rate established by the Offices of Housing Operations and Residence Life (HRL) in conjunction with The Pointe @ JSU owners. JSU reserves the right to change the housing fees, charges, and application fees upon thirty days published notice.
3. **ELIGIBILITY:** Access to resident housing is limited to Residents who are admitted and in good standing with JSU (e.g., residents on academic or disciplinary suspension are not in good standing). Further, as an additional eligibility requirement, undergraduate and graduate residents must be enrolled in at least one credit hour for fall and spring semesters.
4. **UTILITIES AND SERVICES:** The Pointe agrees to furnish water, sewer, trash, cable, internet, and electricity for the Unit. The Pointe agrees to incur costs associated with furnishing the Unit occupied by Resident with electricity up to \$30 per month per occupied suite, except that, under no circumstances, shall The Pointe be responsible for paying more than \$30 per month per occupied suite or \$120 per month per suite (for four-bedroom units) or \$60 per month per suite (for two-bedroom units) towards the total amount of electricity consumed by Resident and other occupants of the entire apartment. If the cost of furnishing the Resident's suite with electricity exceeds this amount per month, then HRL shall provide Resident with an invoice that itemizes the Resident's portion of said extra usage which portion shall be determined by dividing the total cost of said extra electricity usage by the number of residents occupying the Unit. Resident shall pay the cost of electricity overage not supplied by The Pointe, which are separately metered, to their apartment. Resident will receive notice via JSU email of invoice for any overages and agrees to pay for utility invoice within two (2) weeks of the invoice date to JSU. Overage charges will be assessed to the JSU student account. Resident assumes responsibility for such extra electricity usage. Resident agrees to use the utilities in a conservative, economic manner and will not

perform any activity to or on the property that will significantly increase the use of electricity, water or any other utility. Resident acknowledges that all utilities will be used for normal household purposes only during the Term of the Contract. HRL and/or Owner is not responsible for any discomfort, inconvenience or damage of any kind caused by the interruption or failure of any services.

5. USE OF SPACE:

A. Use: The Resident will use and occupy the licensed space exclusively as resident housing and for no other purposes except as may be permitted by JSU. The Resident agrees to exercise due care in use of the assigned space, its appliances, furnishings, and other JSU property. At the end of occupancy, the resident must vacate and return the space to JSU in the same condition, including cleanliness, as it was at the beginning of the term of occupancy.

B. Resident/Maintenance-Cooperation: The Resident will assist and cooperate with HRL in the care and maintenance of the assigned space, university buildings, and grounds. The Resident will promptly report to HRL any damages to, or need for repairs of, the assigned space, building facilities, or equipment therein. The Resident shall not tamper with or alter any mechanical or electrical equipment.

C. Alterations: The Resident will not make or permit any alterations, additions, repairs to, remodeling, or painting of the assigned space without prior written consent of JSU. Only appliances designated by JSU as being safe will be allowed in university-owned facilities. See the Guide for allowed appliances.

D. Hazardous Materials: The Resident shall not generate, store, treat, dispose of, or otherwise use any substances of dangerous, flammable, or explosive character on the premises.

6. DEPOSIT: In the event Resident has deposited with HRL a deposit (the "Deposit"), it shall serve as partial security for all of Resident's obligations under this Contract. The Deposit will not be HRL's limit of damages if Resident violates this Contract, and Resident may be liable for damages in excess of the Deposit. Among other items, the cost of labor and materials for cleaning and repairs in excess of "normal wear and tear" may be deducted from the Deposit. Resident shall have no right to have the Deposit applied to any portion of the total amount of Rent which may become due under this Contract. Deposit will be credited to the Resident's student account within 60 days check out if there are no additional charges or damages.

Amount of Deposit on File is **\$200.**

7. ROOMMATES: Resident acknowledges HRL has the right to assign a Roommate to any vacant exclusive bed space in the Unit before or during the Term of this Contract without notice. Resident acknowledges that Resident is solely responsible for getting along with the Roommates, even if HRL placed Resident with the Roommates. Resident acknowledges that reasonable cooperation and respect will be afforded to all Roommates, and non-smoker rights prevail. HRL shall not be liable for any personal conflict of Resident with Roommates, Roommates' guests, licensees, or invitees, or with any other residents that reside at the Community. A conflict of any kind, including, but not limited to, actual or threatened physical injury, between Resident and Roommates or residents that reside at the Community, does not constitute grounds for termination of the Contract by Resident. Resident will be given the option to modify the housing contract and have roommate assigned to empty bed space. Residents may also request a room change or request a roommate. See the Guide for additional information.

8. CONDITION OF PREMISES: Resident hereby acknowledges that the Premises are being delivered in "as-is" condition, and Resident's acceptance of the Premises at the beginning of the Term constitutes Resident's acknowledgment that the Premises, its fixtures and furniture are in good repair and reasonable condition, except as otherwise specifically noted on the Move-In/Move-Out Condition Form, which is to be completed by Resident within 24 hours of move in or according to applicable law. Resident acknowledges that the condition of the Premises will not be the same as the condition of any model unit Resident may have previously toured. If Resident fails to complete the Move-In/Move out Condition Form and return it to HRL, or specifically dissent in writing to any damage or defect when designated, then Resident waives the right to dispute any assessment of damages to the Premises upon Resident's surrendering possession of the Premises at the termination of the Contract. Resident agrees to keep and maintain the Premises in a good, clean, and sanitary condition; otherwise, HRL may charge Resident any reasonable cleaning costs.

9. CANCELLATION:

A. Termination by JSU: JSU may terminate the resident's occupancy upon written notice at the discretion of JSU upon the following conditions (this list of conditions is not all-inclusive).

1. Resident defaults in the payment of housing fees or other JSU fees or charges.
2. Resident violates the terms of this agreement or any addendum.
3. Resident misrepresents any material facts submitted to JSU.
4. Resident ceases to be eligible for university housing.
5. Resident's behavior, or the behavior of resident's visitors, in such that, in the opinion of JSU, it infringes upon the rights of others to peaceably enjoy the use of university housing.
6. JSU determines that the resident's continued residency poses a threat to the health and safety of the resident, others, or would endanger JSU property. JSU will have the right to terminate the resident's occupancy immediately and to enter the premises to remove the resident's property.

B. Termination by Resident: Residents wishing to terminate their agreements must comply with the provisions outlined in the Guide.

- 10. SUBLETTING** is not permitted. Resident may not sublet all or part of the premises, or assign this lease or permit any other person to use the premises.
- 11. ALTERATIONS:** Resident shall not make or permit to be made any alterations, additions, or attachments to the Premises and/or Unit or any part thereof including, but not limited to, the patio/balcony or overhang, or affixing fixtures to the Premises, or changing or adding any locks without prior written consent of HRL. Resident may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Owner's property except as authorized by HRL in writing. Adhesive strips are preferred for hanging items on the walls. Resident may not mount televisions to the walls. No additional phone or TV cable outlets, alarm systems, or lock changes, additions or rekeying shall be permitted except as required by law or by HRL's prior written consent. Only appliances designated by JSU as being safe will be allowed in university-managed facilities. See the Guide for allowed appliances.
- 12. REQUESTS, REPAIRS, AND MALFUNCTIONS:** Resident shall promptly report to HRL, electronically submitted through the housing portal "MyResCenter," all repairs, installations, service, or security related matters which need to be made to the Premises (except in the case of emergencies such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Written notes or Resident's oral requests do not constitute a written request from Resident. Compliance by HRL with any oral request does not waive the strict requirement for written notices under this Contract. Resident will use reasonable efforts to maintain the property in such condition as to prevent the accumulation of moisture and the growth of mold. Resident must immediately notify HRL in writing of water leaks, visible mold, electrical problems, malfunctioning lights, utility malfunctions or damage, broken or missing locks, doors, windows, smoke detectors, or latches, and other conditions that pose a hazard to property, health, or safety. Resident shall be liable for, and shall pay, all costs and expenses for damages and repairs to the Premises or Community (including, but not limited to, the cost of replacing or repairing all broken or damaged furnishings or fixtures; any costs related to defacement or damage to walls, ceilings, floors, carpets and doors; and reasonable charges for Owner's overhead, administrative cost, and expense) caused by Resident's or Resident's guests' use, occupancy, abuse, carelessness or misuse. Such costs for repairs and damages shall constitute Additional Rent. Resident shall immediately report to HRL all acts of vandalism and damage to the Premises or Community. After-hours emergency repair requests can be made by contacting the Resident Assistant (RA) on-call phone number.
- 13. HRL/OWNER'S RIGHT OF INSPECTION AND ENTRY:** JSU, its officers, employees, and agents have the right to enter the assigned room at reasonable times for the purpose of inspection and repair, preservation of health, safety, noise, recovery of university-owned property, and for suspected policy violations. JSU reserves the right to reenter the premises without prior notice when JSU determines it necessary for health and safety reasons or to ensure compliance with the provisions in this agreement or other university policy. In an emergency situation, HRL may enter without notice at any time to protect life or prevent damage to the Premises. Resident, by placing a work order for work to be performed, authorizes HRL and/or Owner's agents to enter the Premises and the Unit for the purposes of completing that work order in a timely manner. If Resident refuses HRL and/or Owner's agents the right of entry, Resident will be held responsible for any financial losses that are sustained by the Owner.
- 14. CASUALTY:** In the event of fire or other casualty, Resident must immediately notify HRL. If the Premises are partially destroyed by fire or other casualty not attributable to the Resident or Resident's guest, licensee, or invitee, the Premises may be promptly restored and repaired by Owner, and any Rent installment(s) for the period that the Premises is not livable shall abate unless HRL provides Resident with alternative living space, in which event, the Rent installment(s) will not be abated. However, if the Premises are substantially destroyed then: (i) HRL may terminate this Contract, in which event the remaining unpaid Rent Installments due hereunder shall cease to accrue as of the date of such damage or destruction; (ii) Resident may immediately vacate the Unit and notify HRL in writing within 14 days thereafter of Resident's intent to terminate the Contract, in which case the Contract terminates as of the date of vacating; or (iii) Resident may remain in the Unit and receive a reduction in Rent in proportion to the diminution in fair market value of the Unit. Notwithstanding the foregoing, Resident expressly acknowledges that Resident shall not be excused from paying any Rent Installment if the damage or destruction to the Premises is the result of, or attributable to, Resident or the guests, licensees, or invitees of Resident, and Resident shall be charged as Additional Rent for the cost of any repairs or clean-up.
- 15. RESIDENT'S PROPERTY AND RENTER'S INSURANCE:** Resident is responsible for acquiring and maintaining Resident's own insurance on personal property, furniture, electronic equipment, clothing, motorized vehicles, boats, and valuables kept by Resident in or about the Premises, Unit, and Community. HRL and/or Owner shall not be liable to Resident, Roommates, or their respective guests for any damage, injury, or loss to person or property (furniture, jewelry, clothing, electronic equipment, vehicles, and other valuables, etc.) from mechanical malfunction, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, or other occurrences unless such damage, injury, or loss is caused by the negligence of HRL and/or Owner. Resident expressly waives all claims for such injury, loss or damage. The HRL and/or Owner is not responsible for, and will not provide, fire or casualty insurance for Resident's personal property. Resident will be responsible for all damages caused by Resident, including, but not limited to, fire, smoke, grease or cooking fires, or activation of the sprinkler system, if applicable.

- 16. PETS:** No pets or animals of any kind shall be brought or kept in the apartment without Resident and HRL signing an Animal Application and Resident paying an animal fee in the amount of \$350 with a 1 pet maximum. THIS FEE IS NOT REFUNDABLE UNDER ANY CIRCUMSTANCE. This does not include service animals or emotional support animals. Contact Disability Support Services for assistance. This fee will be regarded as part of the rental due under this lease, and any failure of the Resident to pay the animal fee shall be a default in the payment of rent provided for in this Housing Contract. Should there be any damages to the leasehold, Resident agrees that the animal fee shall not be used to offset the amount of said damages, and the amount of said damages shall be immediately due and payable. Should the Resident permit an animal on or about the premises without having first obtained written consent of HRL, HRL may terminate this lease by giving notice as required by law, and Resident agrees to pay an animal fee in the sum of \$400.00 which sum shall be due and payable immediately, which sum is not refundable under any circumstance. This section is subject to being superseded by state or federal law.
- 17. GUESTS:** Resident is responsible for the safety, negligence, and actions of Resident's guest(s), invitee(s), family, and licensee(s). Resident must accompany and supervise Resident's guest(s) at all times in the Premises, Amenities, and Community because any violation of this Contract by Resident's guest shall be considered a violation by the Resident. HRL has the right to exclude guests or others who, in HRL's sole judgment, have been in violation of the law, the Contract or any rules of the Community, or disturbing other residents, neighbors, visitors or HRL's representatives. HRL can also exclude a person who refuses to or cannot identify himself or herself as your guest. Guest(s) are not allowed to spend more than four (4) consecutive nights in any one month in the Premises. Resident agrees that Resident and Roommates shall not have more than ten (10) persons in the Premises and Unit at any one time. Resident further agrees that there shall be no more than five (5) persons on balconies, decks or patios at any one time. Balconies and decks were not designed to support excessive loads for prolonged periods.
- 18. RENEWAL:** Returning residents receive the opportunity to reapply or "squat" for their same room in the spring semester of each year. This process is called the Returning Student Verification Process (RSVP). HRL now offers reapplication online, which is a two-step process. Residents are given a specified time to complete an application and another scheduled time to pick their assignment. Residents must complete the RSVP process in order to remain on campus for the next academic year. Residents who fail to reapply for housing during the RSVP period will be considered a new resident and will be required to pay the \$200 nonrefundable application fee again. They will then be assigned a space according to their placement on the application list for fall assignments.
- 19. PARKING:** The Pointe @ JSU residents must have a Pointe decal affixed to their front windshield in the lower right corner beside the JSU parking decal. Parking at The Pointe is zoned as silver or commuter parking. Any vehicle without a Pointe decal properly displayed as instructed when issued will be subject to ticketing. Visitor parking is allowed and each resident will receive two (2) guest parking passes. The resident is responsible for informing their guest that visitors need a permit to park on the premise. This does not mean that you cannot have visitors. It simply means that your visitor must park appropriately (use visitor permit) or they will be subject to towing. Resident will be charged \$10 to replace a Pointe parking decal and/or \$10 each to replace a guest parking pass.
- 20. MOVE-OUT PROCEDURES:** Upon expiration, cancellation or termination of this housing agreement the resident must quietly and peaceably remove property from the assigned space and surrender possession thereof to JSU. Failure to vacate on or before the date specified will constitute holding over. A resident holding over beyond the termination date will be charged appropriate fees (up to a maximum of the applicable charges for the semester/term and any other semesters/terms) and will be liable to JSU for all costs, including attorney's fees and associated costs, incurred by JSU in regaining possession of the premises. Resident shall surrender possession of the Premises in the same condition as when received, in a good, clean and sanitary condition, including removing all trash from the Premises and returning furniture to its original placement. HRL shall note the condition of the Premises, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by HRL to have occurred during Resident's occupancy and use of the Premises. Resident shall return to HRL all keys, access cards, and visitor passes issued to the Resident by HRL. If all keys, cards, and passes issued to Resident are not returned to HRL, Resident shall pay all costs associated with re-keying and replacement of locks, keys, cards, and passes for the Premises. Resident's failure to follow the prescribed move-out procedures may result in the partial or full application of the Deposit to cover these charges, but in no event shall such application be construed as liquidated damages. Resident will be charged for all damages, cleaning, repairs, re-keying, and replacement costs, which will be due within 30 days of billing. Failure to comply with the provisions of this agreement entitles the university to pursue any appropriate action, including but not limited to: termination of this agreement, removal from university housing, registration hold, and/or a hold on transcripts, diploma, or other records in its possession.
- 21. MISCELLANEOUS:** The failure of JSU to insist, in any instance, upon the strict observance of any of the terms of this agreement will not be considered as a waiver or relinquishment of such terms in any other instance, but the agreement will continue in full force effect. JSU reserves the right to make such other rules as may be deemed appropriate or necessary for the safety, care, protection, and cleanliness of JSU, its residents and property, and for securing the comfort and convenience of all residents. If any part of this agreement is found to be unenforceable, the remaining parts will continue in full force and effect. Neither JSU nor agents or employees of JSU have made any representations nor promises with respect to this agreement or the assigned space other than as set forth herein. The resident agrees to pay JSU reasonable attorney's fees and other costs incurred in connection with any action or proceeding to enforce this agreement. JSU and Owner are hereby absolutely released by the resident from any and all liability, losses, claims, demands, actions, debts, and expenses of every name and nature for injury to property or person (including any incident resulting in death) or for damages sustained by any person(s) from whatever cause. The resident further agrees to indemnify JSU and Owner against and covenants not to sue JSU or Owner for any and all such claims of liability, losses, claims, demands, actions,

debts, and expenses. The provisions will operate and be applied for the benefit of the JSU Board of Trustees and its officers, employees, and agents. JSU's rights and remedies under this agreement will be cumulative. None will exclude any other or similar right or remedy, which the law confers upon JSU. This agreement constitutes the sole agreement between the parties with regard to the Offices of Housing Operations and Residence Life and Capital Planning and Facilities and replaces any prior oral and written understandings and representations. No amendment or other modification of the terms of this agreement will be effective unless it is in writing and is signed by both parties. JSU reserves the right to modify any provision of this agreement that it deems necessary or appropriate.

- 22. ADDENDA:** Resident acknowledges that all addenda are considered to be a part of this Contract. Any addendum referenced in this Contract including, but not limited to, the Rules and Regulations and all other addenda are hereby incorporated by reference as a part of this Contract. As so, resident must review any such addenda and sign as proof of reading. You are encouraged to review any and all addenda with your parent, guarantor, legal guardian or other advisor before agreeing to the terms of the Housing Contract. **YOU ARE URGED TO READ THIS CONTRACT CAREFULLY!**
- 23. RULES AND REGULATIONS:** Resident acknowledges that Resident has read and agrees to abide by the Rules and Regulations furnished to Resident, and acknowledges that the Rules and Regulations are part of the Contract and are incorporated herein by reference. Resident further agrees to abide by all Rules that are posted in the Community Amenities with respect to Resident's conduct in, on, and around the Community and Premises. HRL reserves the right to make changes to the Rules and Regulations, and such amended Rules and Regulations shall be deemed as equally binding upon Resident as if originally set forth herein upon notice to Resident.
- 24. ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease will not be binding except to the extent incorporated in this Contract.

Resident acknowledges that Resident has read this Contract, the Rules and Regulations, and all addenda. Resident affirms that Resident will, in all respects, comply with the terms and provisions of the Contract. **RESIDENT ACKNOWLEDGES THAT THIS AGREEMENT IS A LEGAL DOCUMENT AND IS ENFORCEABLE AGAINST RESIDENT.** Resident acknowledges that accepting the Contract electronically is the same as a written signature and that a notarized, facsimile signature is just as binding as an original. HRL and Resident hereby acknowledge and agree that this Housing Contract contains certain identification obligations and covenants.