

The UNIVERSITY of OKLAHOMA HEALTH SCIENCES CENTER

University Village Apartment Lease Agreement

This Lease Agreement is entered into this _____ day of _____, 20____, between The Board of Regents of the University of Oklahoma, herein called University, and

Tenant One (1): _____

Tenant Two (2): _____

Other persons occupying apartment: _____ herein called Tenant (whether one or more).

In consideration of the mutual covenants set forth, the University and Tenant agree as follows:

1. LEASE: University hereby leases to Tenant, and Tenant leases from University, the following apartment unit: _____

2. TERM: This lease shall commence on _____, 20__ and terminate on _____, 20__ unless sooner terminated in accordance with the provisions of this lease. The University shall have the right to increase rental rates as circumstances warrant, by giving Tenant at least 45 days' advance written notice of the increased rental rates, in which case the Tenant may elect to remain in the apartment and pay the increased rental rates or vacate the apartment and terminate this lease as of the effective date of the increase. If tenant elects to vacate and terminate, written notice must be given to the University at least 30 days prior to the date the new rate becomes effective and the Tenant must vacate the premises by the effective date of the increase. By entering into this lease, you agree that you are subject to the laws and jurisdiction of the State of Oklahoma. You further agree to Oklahoma County as venue for all actions arising from or related to this Lease Agreement.

3. RENTAL: The rental rate per calendar month shall be:

Tenant 1: \$ _____ Tenant 2: \$ _____

The rent is to be paid as follows:

a. A forty dollar (\$40.00) non-refundable Application Fee, a two hundred dollar (\$200.00) refundable Security Deposit, a two hundred dollar (\$200.00) non-refundable Move-in-Fee and the first full month's rent are due when the apartment unit is accepted and rent will be charged to Tenant's OUHSC Bursar account thereafter.

b. Rent for each calendar month, is due in advance on the **15th day of the month.** (In the event housing will be paid in part or in full by scholarships, bank/school loans or grants, your rent may be charged by the semester.) The standard University service charge will be assessed to all housing charges placed on an open Bursar account if not timely paid

c. Rentals on the apartment unit shall continue to accrue until this lease has been terminated in accordance with the provisions of this lease and/or University policies and procedures. Termination of the lease by reason of Tenant's violation of the covenants of the lease shall not release the Tenant from the obligation to pay rent. Monthly rentals will continue to accrue for the balance of the lease.

d. If Tenant's account becomes delinquent and is placed with the University Collections Department or an external agency, Tenant will be responsible for any collection or agency fees, which may be based on a percentage of the delinquent balance not to exceed 40%, costs of collection, and reasonable attorney's fees. By providing Tenant's telephone number to the University, Tenant gives express consent to the University or third party vendors acting on behalf of the University to contact Tenant by either manually dialing or by using automated dialing technology for the following number:

Tenant 1: _____

Tenant 2: _____

e. It is the responsibility of the Tenant to notify University Village Apartment Manager of any changes in status that would alter the terms or conditions of this lease.

f. The University reserves the right to refuse future lease agreements to any Tenants for whom the University is required to commence collection action, court action, or for whom it expends any costs in order to obligate the Tenant in fulfilling their duties under this Lease Agreement.

g. The University reserves the right to refuse future lease agreements to any Tenants whose lease agreement has been terminated by the University. The Tenants involved in such a termination will be ineligible to reside on campus for a period of at least one (1) calendar year. Application for subsequent semesters must be preapproved by the University Village Apartment Manager. Application can be made in writing directly to the University Village Apartment Office.

4. OBLIGATION TO PAY RENTALS:

a. Rentals on the apartment unit shall continue to accrue until this lease has terminated in accordance with the provisions of this lease. Should Tenant fail to pay rentals, as set forth in this lease, University shall have the right to bring court action against Tenant for the recovery of said rentals (together with any additional property damages, service charges, collection costs) plus court costs and attorney fees.

b. Roommates in University Village Apartments who are listed on the Lease Agreement shall be entitled to written notice of the failure of his/her roommate to pay his/her housing obligation when the failure to pay has an adverse economic effect on the roommate who is paying in accordance with his/her housing agreement. In the event one roommate is evicted for non-payment of housing obligation or leaves the University during the term of this Lease Agreement, the non-delinquent roommate has the option of remaining in the premises and paying the full rental charge for the premises or terminating his/her housing agreement and quitting the premises within fourteen (14) days thereafter.

c. If the premises or any part thereof are damaged or destroyed by fire, flood, or other casualty and are not as a result of the Tenant or his/her guests' actions, the University shall have the option to rebuild or replace such damage or to terminate this lease. If the University shall elect to restore the premises, University shall not be liable for any inconvenience or annoyance caused Tenant as a result of necessary repairs to the premises. It is further agreed that the performance by either Party hereunder shall be excused to the extent of circumstance beyond such Party's reasonable control, such as hurricane, tropical storm or depression, extended power outages, flood, tornado, earthquake, or other natural disaster, epidemic, pandemic, war, acts of terrorism, material destruction of facilities, fire, acts of God, etc. In such event, the Parties agree to use their reasonable efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the Party's failure to perform, provided, however, if performance is not restored within thirty (30) days or within reasonable time as determined by the University in its sole discretion, either Party may terminate this Agreement.

5. UTILITIES AND LIMITATION OF LIABILITY:

a. University agrees to use reasonable care in furnishing utilities; provided that University shall not be responsible for the failure to furnish utilities (including, but without limitation, heating, air conditioning, water, sewer, and garbage service), and the obligations of Tenant under this lease shall not be affected by the failure of University to provide utilities, nor shall any claim accrue to Tenant by reason thereof. University shall not be responsible to Tenant or to Tenant's family, servants, or visitors for any damage or injury to persons or property for any reason. The risk of loss of and duty to insure all personal property of Tenant located in the premises and common areas shall be that of the Tenant. Tenant hereby releases University from all liability for loss, damage, theft, or injury to the property of Tenant.

b. University will furnish water, trash, basic cable and internet services. Tenant is responsible for electricity costs and costs associated with any upgrades to the cable and internet services provided by the University.

6. COVENANTS OF TENANT: Tenant expressly covenants that:

a. Tenant shall pay for all damages to the apartment unit and the appliances, normal wear and use being expected. Except as otherwise expressly provided in this Lease Agreement, Tenant shall not make any alterations, installations, attachments (satellite dishes), or make any improvements to the apartment unit or the property adjacent thereto.

b. Tenant shall comply with city, county, state, and federal laws and regulations, and all rules and regulations of The University of Oklahoma, including rules and regulations which specifically apply to the University Village Apartments.

c. The apartment unit shall be open at any reasonable and convenient time for inspection and maintenance work by authorized personnel of the University. Tenant shall permit University to have access to the apartment unit at all reasonable times to inspect and to take reasonable measures to abate insects, rodents, and other hazards to the safety and well-being of the University Village Apartments.

d. Tenant shall not assign or sublet this lease or any of his rights concerning this apartment unit or any part thereof or interest therein.

e. Tenant shall not allow any other person, or persons, regardless of age, to occupy any part of the apartment unit without prior written consent of the University. All persons occupying the apartment must be listed on the Lease Agreement. Failure to list all persons living in the apartment will be treated as a violation of this covenant and subject the Tenant to termination of this lease.

f. Tenant shall not keep firearms, explosives, or any noxious, dangerous, or flammable substances within the apartment unit or on apartment property, including parking lots.

g. The apartment unit shall be used for residential purposes only by the Tenant and no business or commercial business activity shall be permitted

h. Tenant shall not keep or allow any dog, cat, fowl, or other animal in the apartment or the premises adjacent thereto, or in any area owned or possessed by the University, except assistance animals, on the premises in compliance with applicable law and/or University policies and procedures.

i. Tenant will use the premises in a reasonable manner, having due regard to the rights of other tenants, especially with respect to access, cleanliness and noise. If Tenant is found by University employee to be in possession of any illegal substance, this Lease Agreement may be terminated immediately. As an institution that receives federal funding, the University is required to comply with the Federal Drug-Free Schools and Communities Act, and passage of state law does not alter the University's obligation to prohibit the use, possession, or distribution of illegal drugs. Even if an individual has received a patient license from a state medical marijuana licensing authority, any possession, use, or distribution of marijuana in University Village Apartments and the OUHSC Campus is prohibited. Smoking of any kind, including e-cigarettes is prohibited inside University Village Apartments as well as any University grounds.

j. If there is more than one Tenant, each Tenant shall be jointly and severally liable for the compliance with and performance of the terms and conditions of this Lease Agreement including, but not limited to, the obligation to pay the rental set forth in Paragraph 3. Tenant shall pay rentals when due without delay or demand by University. The rights, remedies, and benefits of the University herein specified are cumulative and not exclusive of any other rights, remedies, or benefits which the University may have at law, in equity, by statute, or otherwise.

k. Tenant will sign a Certification of Meningococcal Compliance. This waiver is marked Exhibit "D" and made part of this Lease Agreement.

l. Tenant shall acknowledge that parking/pedestrian gates are mechanical devices that could periodically fail to be operative. There is absolutely no guarantee that the installation of the gates will in any way increase security or prevent theft, vandalism, or damage to the property of the Tenant.

m. Tenant requesting accommodations on the basis of disability must be registered with the Disability Resource Center (www.ou.edu/drc) and meet with the apartment manager prior to signing lease or within one week of registering.

n. Tenant may not place or display any signage/banners/flags outside any apartment or inside where they may be visible from the outside.

o. It is illegal for Tenant to operate any unmanned aircraft (drones, unmanned aerial vehicles, and unmanned aerial systems) in, above and around University Village Apartments. This prohibition includes all of the University of Oklahoma Health Sciences Center ("OUHSC") Campus.

7. TERMINATION:

a. It is specifically agreed that the above Covenants of Tenant are conditions and special provisions of this Lease Agreement and if Tenant violates any of said Covenants, the University has the right to terminate this Lease Agreement.

b. Tenant may request University to terminate this Lease Agreement when a documented condition of emergency exists, but the granting or denial of such a request for termination shall rest within the sole discretion of the University. Request for such termination must be made by written notice to the University Village Apartment Manager thirty (30) days prior to the anticipated departure date stating the reason for the request. The University will not approve a request for termination on less than thirty (30) days' notice. Should termination be approved and Tenant moves before the end of the 30-day period, rent will continue for thirty (30) days from the date the notice was received in the University Village Apartment Office.

c. Upon expiration of the initial term, a new lease agreement shall be executed by the Tenant. At least thirty (30) days prior to the original termination date, either party may give written notice to terminate the Lease Agreement effective on the original termination date.

d. The University reserves the right to immediately terminate the Lease Agreement if Tenant is convicted of a felony or is obligated to register under the Oklahoma Sex Offender Registration Act, the Mary Rippey Violent Crime Offender Registration Act, or if Tenant is deemed a threat to the community by the University. Further, if it is determined false information was provided related to felony conviction or registration, the University also reserves the right to immediately terminate this lease.

e. Upon the termination of this Lease Agreement for any reason, the Tenant shall immediately surrender possession of the apartment unit to the University. If Tenant refuses or fails to immediately surrender possession, the University shall have the right to commence a court action for the ouster of the Tenant and the recovery of rentals and damages due, plus court costs and reasonable attorney's fees. University shall further have the right to remove property of the Tenant from the apartment unit and to attach a lien upon, and shall have a lien against, said property of Tenant. Tenant shall surrender the apartment in a clean and sanitary condition.

8. SECURITY DEPOSIT: Made by: Tenant one (1) \$ _____ Tenant two (2) \$ _____

This deposit shall be returned to Tenant by mail upon the expiration of this Lease Agreement provided that Tenant has abided with all terms and provisions of the Lease Agreement, and provided that there are no cleaning, damage, or unpaid rent charges. Any other charges owed to the University will be deducted from the Security Deposit and the balance (if any) will be returned to the Tenant.

9. VACATING THE APARTMENT:

a. Tenant shall follow the attached "Move Out Instructions" when vacating the apartment unit. These instructions are marked Exhibit "B" and made a part of this Lease Agreement. Failure of Tenant to follow said instructions may result in the continuance of rental charges, accumulation of damages, and forfeiture of Tenant's Security Deposit.

10. MOVE-IN-FEE: Paid by: Tenant one (1) \$ _____ Tenant two (2) \$ _____

11. STATUS OF TENANT:

a. To be eligible to obtain and continue occupancy, the Tenant shall be enrolled in classes at the OUHSC, University of Oklahoma, Norman Campus or an employee of the University of Oklahoma (including residents and post-doctoral fellows). Audit courses, correspondence courses (Independent Study), CLEP, Advanced Standing, Intersession, Online, and courses taken at other schools do not count toward enrollment status requirements. If such status is lost, Tenant lease may be terminated by University. Employment by area hospitals, including OU Medical and VA Hospital does not count toward employee status of the University of Oklahoma.

b. Termination or suspension as a University of Oklahoma student or employee shall give the University the right to cancel this lease without advance notice. A request for an exception to this policy requiring Tenants to be students or employees can be made in writing to the University Village Apartment Manager when special circumstances exist, but the granting or denial of the exception shall be at the sole discretion of the University.

c. Tenant shall vacate the University-owned apartment upon termination of employment or upon withdrawal from classes at the University of Oklahoma. Tenant shall pay for any charges which accrue from the date of termination of employment and/or date of withdrawal from classes at the University until Tenant vacates apartment.

The covenants herein shall extend to and be binding upon the successors, assignees, executors and administrators of the parties hereto. This Lease supersedes all other published information. This lease cannot be altered without the written permission of both parties and the changes must be attached hereto. I HAVE READ AND AGREE TO ACCEPT THE ABOVE CONDITIONS:

Tenant 1: _____

THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA

Tenant 2: _____

Witness: _____

University Village Apartment Manager

Exhibit “B”

Move Out Instructions

Please read the following instructions for vacating your apartment.

1. If you are moving out of your apartment, you must either be at the end of your lease or obtain a release from your housing obligation through the University Village Management.
2. You must make an appointment with University Village Management to check out of your apartment. Please e-mail the University Village Apartment (UVA) Manager at james-weller@ouhsc.edu to schedule your appointment.
3. Check out appointments can only be made during UVA Office hours: Monday thru Friday, 9 a.m. to 5 p.m.
4. Prior to your scheduled check out appointment, you must remove all your possessions and thoroughly clean your apartment.
5. You must turn in your keys at the time of your check out. Failure to return all keys will result in a recombination of all the apartment locks. That charge will be deducted from your deposit.
6. All rent charges will end at the end of the lease. If you sign a lease extension, then the charges will cease at the end of the extension.
7. If you do not check out properly, your \$200.00 security deposit will not be fully refunded. If you are charged in excess of \$200.00 upon moving out, your Bursar Account will reflect those charges.
8. **Apartment must be left clean when vacating and put in original condition as it was when received.**
 - a. The stove should be thoroughly cleaned. Tenants are required to clean burner/drip pans, oven and broiler pans (lift lid where grease and food might have dripped). For safety, tenants are reminded to make sure the stove is off while cleaning. Electric stoves should be turned off at the breaker box.
 - b. All cabinets and drawers are to be cleaned inside and outside. Any shelf paper is to be removed throughout the apartment. There should be no food particles left.
 - c. Remove grease from the walls, stove fan/hood and cabinets around stove and refrigerator.
 - d. All food should be removed from your refrigerator and freezer. Clean inside and outside. Do not turn your refrigerator off.
 - e. Window sills, panes and blinds should be dusted/cleaned.
 - f. Hard floors must be swept and mopped.
 - g. Carpet should be vacuumed. All stains should be removed.
 - h. Clean bathtub, shower walls, commode, bathroom sink, mirror and medicine cabinet. Remove mold and stains with bleach if necessary. Everything should be white.
 - i. In the event that it is necessary for UVA staff to clean the apartment, the vacating resident will be charged for the cost of the work.
 - j. All cleaning and damage charges will be divided equally between the occupants listed on the lease agreement.
9. Please leave a forwarding address at the time of check-out. Any deposit remaining after charges are deducted will be returned to you. It can take up to 30 days to process and mail your deposit refund.
10. Notice of change of address should be filed with the Post Office.