



**THE UNIVERSITY OF MONTANA
LEWIS AND CLARK VILLAGE – UM HOUSING
RENTAL AGREEMENT**

The parties to this Agreement are:

OWNER: The University of Montana - Lewis and Clark Village

TENANT: _____
Printed Last Name, First Name

ID NUMBER: _____

PREMISES: 3000 S Higgins Ave Apt # _____
Missoula, Montana 59801

PARTIES AGREE THAT each of the terms of this Agreement as well as the University of Montana policies listed in the [Tenant Handbook](#) and the [Student Code of Conduct](#) are conditions on TENANT's right to occupy the Premises. **Any failure by TENANT to comply with one or more of such terms is a default under this Agreement.** In the event of such a default, Lewis and Clark Village may, at its option, terminate this Agreement, evict TENANT, and seek any other remedy permissible under Montana Law, including but not limited to the University of Montana Student Conduct Code.

_____ **Policy changes will be noted via the Lewis and Clark Village Handbook, email, as well as postings in the laundry areas. TENANTS will be responsible for reading changes and abiding by all policies. An updated and complete list of all Lewis and Clark Village policies can be found on the UM Housing website in the Lewis and Clark Village section.**

PARTIES FURTHER AGREE TO THE FOLLOWING TERMS:

_____ Rental of the premises shall be on a month-to-month term beginning on _____, 20____. A **SIXTY DAY VACATE NOTICE** is required at any time of year, for any reason before vacating.

_____ Effective July 1, 2023 as approved by the Montana State Board of Regents, all rent payments in the amount of \$648.00 are due in advance by the first day of each month. An increase of rent will be effective July 1, 2024 as directed by the Montana Board of Regents. Tenants will be notified via email, and postings at Lewis and Clark Village as well as on the website of the approved rent increase. A \$25.00 **Late Fee** will be assessed for payments not received by the end of the business day on the 5th of each month. Failure to pay rent by the due date may result in eviction from Lewis and Clark Village.

In the event TENANT fails to pay any rent or other charges owed to the University of Montana under this Agreement, the University of Montana may, in addition to any other remedy, refer to the Montana Department of Revenue and/or private collection agency for collection from TENANT. TENANT will then become liable for all costs incurred by the University of Montana, the Montana Department of Revenue, and/or the collection agency in the collection of such charges. In addition, the University of Montana shall have the right to bar TENANT's access to future University of Montana registrations and transcripts until all monies owed by TENANT are paid in full.

TENANT shall not bring, keep, or maintain any pet(s) on the Premises. This includes pets belonging to visitors. Pets will not be permitted to “visit” or be on the Premises (in the apartment or community center) for any reason. Violation of this policy will result in a student conduct violation. Potential sanctions for this violation may include forfeiture of the entire damage deposit and eviction from Lewis and Clark Village. If TENANT is evicted, TENANT will be given 15 days to vacate the Premises. Additionally, any damages incurred will be billed to TENANT’s University of Montana student account.

TENANT shall not smoke, burn candles or incense, or have lighted halogen lamps in the apartment. These are all safety issues. Violation of this policy will result in a student conduct violation. Potential sanctions for this violation may include forfeiture of the entire damage deposit and eviction from Lewis and Clark Village. If TENANT is evicted, TENANT will be given 15 days to vacate the Premises. Additionally, any damages incurred above the deposit will be billed to TENANT’s University of Montana student account.

TENANT shall not transfer possession (sublet) of the Premises (apartment or bedroom).

All Lewis and Clark Village Apartments are for private dwellings only. TENANT may not house guests or visitors for more than three (3) days. TENANT must notify the Lewis and Clark Village Office of guests and visitors staying longer than three (3) days. TENANT should also confirm with roommate of a guest staying for any time prior to the arrival of the guest.

TENANT must notify the Lewis and Clark Village Office in writing of their intent to move out by completing the electronic **Intent to Vacate Notice form at least sixty (60) days prior to the date** TENANT **plans to vacate the Premises**. TENANT is liable for sixty (60) days’ rent from the day Lewis and Clark Village receives the “Notice of Intent to Vacate.” TENANT may complete the electronic form on the UM Housing website – Forms, Lewis and Clark Village section. The requirement of the sixty (60) day vacate notice applies to all students living at Lewis and Clark Village regardless of status, rent payment type, and reason for moving out (end of semester, graduation, study abroad, exchange program, withdrawal from UM, etc.).

Lewis and Clark Village – The University of Montana further reserves the right to terminate this Agreement and TENANT’s right to occupy the Premises to the full extent permissible under Montana law if:

- a. TENANT:
 - i. Does not maintain enrollment in the University of Montana as a student with at least six (6) credits; or
 - ii. does not demonstrate satisfactory progress toward a degree by completing at least twelve (12) credits each calendar year; or
 - iii. occupancy exceeds six (6) consecutive years; or
- b. TENANT or a GUEST of TENANT violates this Rental Agreement, the University of Montana Student Conduct Codes, or any of the policies and regulations listed in the Lewis and Clark Village Handbook, Lewis and Clark Village newsletter, and UM Housing website; or
- c. TENANT has provided false or inaccurate information when applying for occupancy of the Premises; or
- d. TENANT becomes **delinquent in rent payments** to the University of Montana.

_____ TENANT acknowledges receipt of the copy of the Inventory Check In Sheet of Premises and the Lewis and Clark Village Tenant Handbook, all of which are hereby incorporated as part of this Rental Agreement. TENANT has paid a Security Deposit to the UM Housing Office in the sum of **\$350.00** to secure TENANT's compliance with all the conditions of this Agreement. TENANT will forfeit all, or a portion of the deposit if any of the following events occur:

- a. If TENANT vacates the Premises with unpaid rent still owing to Lewis and Clark Village; or
- b. If TENANT vacates the Premises leaving the Premises in a damaged state or needing substantial cleaning.

Upon termination of the tenancy, TENANT shall return the Premises to Lewis and Clark Village in as good order, condition, and repair as when received; ordinary wear and tear excepted, and free of all TENANT's personal property, trash, and debris.

_____ Once TENANT vacates the Premises and returns the keys to the Lewis and Clark Village Office, the Lewis and Clark Village staff will inspect the Premises and apply any cleaning, damage, or rent charges to TENANT's account. Once TENANT's account has been billed, the Security Deposit will be released to TENANT's account within thirty (30) days of TENANT's return of the keys. If monies are due to the TENANT they will be refunded based on the choices TENANT has selected through the UM Business Services Department. If the Security Deposit is insufficient to satisfy the damages, cleaning charges, or unpaid rent, the University of Montana may collect any deficiency from TENANT and take proper legal action to recover such deficiency as stated in Paragraph Three (3) of the Agreement. TENANT will be responsible for any damages caused to the Premises by the TENANT or TENANT's family/guests.

_____ TENANT shall allow the University of Montana - Lewis and Clark Village staff to enter the Premises for reasons of safety and security, preventative maintenance inspection, pest control, improvements, or repairs. By submitting a maintenance request, whether in-person, by telephone, or electronically, you are giving permission and receiving implied notice of staffs' intent to enter the Premises. The University of Montana will conduct periodic inspections in the apartments to ensure safety, security, and routine maintenance/cleaning is being maintained.

The University of Montana is not responsible for the continuation of mail, heating, maintenance, or security service at normal levels in the event of a natural disaster, strike, or lockout of public employees or suppliers' employees, power, water, or sewer interruptions from on- or off-campus sources, or in the event of other causal events beyond the control or reasonable anticipation of the University of Montana. The University of Montana is not responsible for construction noise or disruption.

_____ TENANT **shall not** make any alterations, additions, or repairs.

TENANT will be permitted to have a business within their apartment as long as it does not:

- a. Interfere with the peace and enjoyment of others living around you; and
- b. Is approved by the Lewis and Clark Village Office; and
- c. Does not violate any of the policies of this rental contract for Lewis and Clark Village or the University of Montana.

_____ All vehicles owned by TENANT must be registered with the University of Montana through the Parking Portal. All vehicles must be maintained in **operable condition and licensed for the current year**. Lewis and Clark Village parking is restricted to passenger vehicles only. Campers, trailers, buses, or any other non-passenger vehicles are not permitted to park at Lewis and Clark Village. Lewis and Clark Village parking lots are restricted to registered LCV TENANT parking only. Guests of TENANTS are welcome to park vehicles in the parking lot north of the Lewis and Clark Village complex (Bus Transfer station).

____ Lewis and Clark Village has multiple apartments that are fully ADA accessible. Students requiring housing modifications receive priority to these apartments.

____ You DO live in an ADA accessible apartment. If the need arises, Lewis and Clark Village reserves the right to relocate you to a similar apartment in Lewis and Clark Village in the event this apartment is needed for a tenant requiring modifications.

- a. UM Housing will give tenant a 30 day notice to move and will move the tenant to another Lewis and Clark Village apartment.
- b. UM housing will not charge the \$100 transfer fee.
- c. UM Housing will not be responsible for the moving of tenant's items.

____ You DO NOT live in an ADA accessible apartment, and thus, this Lewis and Clark Village policy does not apply to the Premises listed in this Rental Agreement.

The University of Montana shall not be liable to TENANT or insure TENANT for any personal injury or property damage caused by the act or omission of any other TENANT or of third parties. TENANT shall obtain and pay for any insurance coverage that TENANT deems necessary to protect TENANT and TENANT's property. **Non-liability of the University:** TENANT is responsible for personal property belonging to TENANT, or guests. UM Housing shall not be liable for loss of or damage to personal property belonging to residents or guests regardless of where the personal property is located, whether in the bedroom, common areas, laundries, or storage rooms, unless loss or damage is caused by the willful misconduct or negligence of UM Housing. It is recommended that TENANTS have renters insurance.

Lewis and Clark Village reserves the right to increase all rental rates. TENANTS will be given 30 days written notice of the increase as well as the new rates. TENANTS will be notified of the new rental rates at least 30 days prior to the increase.

Effective August 1, 2011, the University of Montana campus is a tobacco free area. All Lewis and Clark Village apartments, including balcony areas and outside the apartments on University of Montana property, are non-smoking for TENANTS and guests. TENANTS and guests found smoking in Lewis and Clark Village apartments, as with any Lewis and Clark Village policy violation, will have student conduct charges filed against them, which can result in eviction from Lewis and Clark Village.

Failure of the University of Montana to enforce any of the terms of this Agreement shall not be construed as a waiver of any of such terms. The terms shall remain in full force and effect throughout the period of TENANT's occupancy of the Premises. The University of Montana reserves the right to develop other rules and regulations as necessary for the safety, care, and cleanliness of the Premises and for the security, comfort, and convenience of all occupants.

NOTE

Montana Residential Landlord and Tenant Laws do not apply to housing provided by the Montana University System.

TENANT'S SIGNATURE

DATE

REPRESENTATIVE OF OWNER:
The University of Montana - Lewis and Clark Village

DATE