



**THE UNIVERSITY OF MONTANA
UNIVERSITY VILLAGES – UM HOUSING
RENTAL AGREEMENT W/ROOMMATE ADDENDUM**

The parties to this Agreement are:

OWNER: The University of Montana

TENANT: _____

Printed Last Name, First Name

ID NUMBER: _____

PREMISES: _____

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, University Villages 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 communicated. TENANTS will be responsible for reading changes and abiding by all policies. An updated and complete list of all University Villages policies can be found on the UM Housing website.

PARTIES FURTHER AGREE TO THE FOLLOWING TERMS:

Rental of the Premises shall be on a month-to-month term beginning on _____, 20____. Tenants who are Staff and Faculty may only maintain occupancy in University Villages for a maximum of 2 years. A **THIRTY DAY VACATE NOTICE** is required before vacating. Residents not intending to live in university apartments for the upcoming Fall or Spring semester or who will no longer be eligible to do so must vacate by May 31 (Spring), July 31 (if eligible for Summer), or December 31 (Fall). Residents may be required to confirm their plans at the end of each semester. Residents who do not follow required semester vacate dates, or who submit a vacate notice with a move-out date in August, September, January, or February may be assessed for a \$300 room cancellation fee.

The monthly rent for the Premises that TENANT shall pay to the University of Montana is \$_____. All rent payments are due in advance by the first day of each month. A \$50.00 **Late Fee** will be assessed for payments not received by the 5th of each month. Failure to pay rent by the due date may result in eviction from University Villages.

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. Tenants, who are staff and faculty, may only incur three late payments during the entirety of their occupancy, at which point their housing will be terminated with 15 days' notice to vacate the premises.

The parent or guardian of any dependent not of majority age who resides at or is a guest in University Villages is subject to this lease, and as a condition of this lease must supervise or arrange for other adult supervision of the dependent(s)



not of majority age at all times while on University Villages premises. Failure to meet this requirement may result in student conduct action and the cancellation of this lease and eviction from University Villages.

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 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 University Villages. 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 the TENANTS University of Montana student account. Exceptions for approved assistance animals may be requested through the Office of Disability Equity. Approved assistance animals require an additional Assistance Animal Agreement. Tenant is still responsible for any damage caused by an assistance animal accommodation or service animal.

TENANT shall not smoke, burn candles, 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 University Villages. If the TENANT is evicted, the TENANT will be given 15 days to vacate the Premises. Additionally, any damages incurred above the deposit will be billed to the TENANT's University of Montana student account.

TENANT shall not transfer possession of the Premises without the express written permission of the University Villages Office. In the case of roommate occupied apartments, University Villages will only allow one name change on said apartment during entire time of tenancy.

All University Villages Apartments are for private dwellings only. TENANT may not house guests or visitors for more than 7 days per term. Guests may not float or rotate between apartments in order to circumnavigate the guest policies. All partners and dependents living in the apartment must be listed on the Rental Agreement prior to their move into the apartment. If a partner or dependent moves out of the apartment, TENANT must notify the University Villages Office within 5 days of the move out. **TENANT may remove a partner and dependents from the rental agreement; however, roommates must provide a Notice of Intent to Vacate to the University Villages Office to have their name removed from the rental agreement upon their move out of the unit.**

It is required that all TENANTS keep their dependent information accurate on the [myHousingPortal](#). Failure to keep dependent information up to date can result in student conduct and/or eviction. While dependents must be approved and listed under the agreement, they are not the responsible tenant/student and have no cotenant or tenant rights. Therefore, UM Housing reserves the right to remove dependents at any point due to conduct, safety, or fiscal concerns.

In accordance with the Jeanne Clery Act, UM Housing is required to collect a missing person contact for any student that is currently residing on campus, including students listed as dependents. If any of your dependents are currently enrolled or planning to enroll this academic year at the University of Montana, **you are required** to provide their Student ID number (790 number) within the dependent information on the [myHousingPortal](#). The dependent will be contacted via student email and asked to submit their missing person contact information. Missing person contact information will be maintained confidentially and only be utilized in instances where the individual is determined to be missing.

Except as listed below, TENANT shall pay for all utilities and services to the Premises.

- a. University Villages shall pay for gas and electrical services in the Craighead/Sisson Apartments.
- b. University Villages shall pay for garbage, water, and sewer to all apartments.

University of Montana/UM Housing may add, change, or remove amenities by providing a 30-day notice to TENANTS.

TENANT is required to call Northwestern Energy to set up an account (excluding Craighead and Sisson). If utility services are not placed in your name as of the date you move in, the University of Montana will be billed for your utilities and will then place these charges on your student account. Your student account will also be charged a \$25.00 processing fee per billing period.



In the event TENANT fails to pay any utility or services 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 records until all monies owed by TENANT are paid in full.

TENANT must notify the University Villages Office of TENANT's intent to move out by completing a **"Notice of Intent to Vacate"** form at least thirty days prior to the date TENANT plans to vacate the Premises. TENANT is liable for rent through their vacate date, or for thirty (30) days' rent from the day University Villages receives this "Notice of Intent to Vacate," whichever is longer. TENANT may submit the form online electronically at the [UM Housing](#) website.

TENANT will be required to have all carpets cleaned by a professional carpet cleaner that uses a truck mounted system upon vacating the apartment. If hiring a company, a **receipt** for this service **must be presented** at the time the keys are turned in. *Renting a steam cleaner is not permitted.* If the carpets are not cleaned, management will make arrangements for cleaning and charge the expense back to the TENANT. TENANT may contract the University Village staff to complete this carpet cleaning and arrange this service with the University Villages Office.

University Villages 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:

- a. does not maintain enrollment in the University of Montana as a student with at least nine (9) undergraduate or six (6) graduate credits per semester; or
 - b. does not demonstrate satisfactory progress toward a degree; or
 - c. does not register or demonstrate intent to register by November 30 for Spring or June 15 for Fall and maintain enrollment; or
 - d. occupancy exceeds six (6) consecutive years unless additional posted policies provide an exemption; or
 - e. is no longer a degree or certificate seeking student; or
 - f. is no longer a permanent or contract staff or faculty member with a 0.75 appointment or higher, or an approved university affiliate; or
 - g. does not meet other posted eligibility requirements
- 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 University Villages Handbook, newsletter, and UM Housing website, or communicated via TENANT's university email; 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. Residents whose account is not paid in-full at the conclusion of each semester will not be eligible to live in UM Housing for the following academic term or housing period until their account is paid in full and will be required to vacate following the relevant required vacate date associated with that semester.

TENANT acknowledges receipt of the copy of the Check in Sheet and Assessment List of Premises to TENANT's occupancy and the University Villages Tenant Handbook, all of which are hereby incorporated as part of this Rental Agreement. TENANT pays 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 this deposit if any of the following events occur:

- a. in the event TENANT has pre-applied and accepted an assignment of the Premises and subsequently cancels this assignment and this Lease Agreement; or
- b. if TENANT vacates the Premises with unpaid rent still owing to University of Montana; or



- c. 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 the University of Montana in 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, the University Villages Office 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 move out date. If monies are due to the TENANT, they will be refunded based on the choices TENANT has selected through the 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 TENANT or TENANT's family/guests.

In compliance with applicable Montana laws, the University of Montana hereby provides notice of entrance to your apartment under the following circumstances: safety and security, facility emergencies, preventative maintenance inspection, pest control, improvements, or repairs. The TENANT agrees that UM Housing may enter, and UM Housing reserves the right to enter rooms, with or without notice for these outlined reasons. UM Housing will make reasonable efforts within standard operating practices to provide notice before entering and reserves the right to provide written notice and enter the space for reasons not outlined above. 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 and you should notify any roommates, dependents, or guests you have done so. The University of Montana will conduct periodic inspections in the apartments to ensure safety, security, and routine maintenance/cleaning is being maintained.

University Villages 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 University Villages. University Villages is not responsible for construction noise or disruption.

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

TENANT will be permitted to carry out infrequent commercial transactions such as selling an item within their apartment as long as it does not:

- a. Interfere with the peace and enjoyment of others living around you; and
- b. Is not part of a more formal, ongoing, or continuous business operation, which are not permitted, and
- c. Does not violate any of the policies of this rental agreement for Lewis and Clark Village or the University of Montana.

All vehicles owned by TENANT or anyone residing with TENANT must be **registered through the UMPD Parking Portal (limit of 2 per TENANT)**. All vehicles must be maintained in **operable** condition and licensed for the current year. University Villages parking is restricted to passenger vehicles only. Campers, trailers, motorhomes, buses, or any other non-passenger vehicles are not permitted to park at University Villages. University Villages Parking Lots are restricted to registered TENANT parking only.

University Villages has multiple apartments that are fully ADA accessible. Students requiring housing modifications receive priority to these apartments.

If you live in an ADA accessible apartment, and the need arises, University Villages reserves the right to relocate you to a similar apartment in University Villages in the event this apartment is needed for a tenant requiring modification.

- a. UM Housing will give tenants a 30-day notice to move.
- b. UM housing will not charge the \$100 transfer fee.
- c. UM Housing will not be responsible for the moving of tenant items.

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, household members, or guests. The University of Montana 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 unit, common areas, laundries, or storage rooms, unless loss or damage is caused by the willful misconduct or negligence of University Villages. It is recommended that TENANTS have renters' insurance.

The University of Montana 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 via their university email account at least 30 days prior to the increase.

UM Housing reserves the right to reassign TENANTS to another room or residence, or change the occupancy configuration of a room, at any time during the Term of this Rental Agreement. Examples of circumstances requiring reassignments include, but are not limited to consolidating space, conserving energy, protecting the welfare of Residents, reassignment based on a conduct code violation, closing part or all of an apartment, utilizing an ADA designated space for an ADA room accommodation, or for other maintenance, economic, or safety reasons.

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

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.

OWNER: The University of Montana

DATE

TENANT'S SIGNATURE

DATE

ROOMMATE SIGNATURE (if applicable)

DATE



TENANT {both TENANTS in the case of roommates} is ultimately responsible for the actions that occur within their apartment and ensuring all dependents, partners, and guests abide by the University of Montana and University Villages policies.