

## **University of Rhode Island Graduate Village Apartment Housing Agreement**

This Graduate Village Apartment Housing Agreement (the "**Agreement**") is made and entered into as of the Start Date (identified herein) by and between the **University of Rhode Island**, a public institution of higher education established by the laws of the State of Rhode Island, for itself and on behalf of its governing board, the **University of Rhode Island Board of Trustees**, a public corporation created and established pursuant to Chapter 32, Title 16 of the General Laws of Rhode Island (together referred to as "**URI**"), and the **Primary Occupant** (identified herein).

### **TERMS:**

**1. Key Information.** Capitalized terms used and not otherwise defined in this Agreement have the meanings set forth below.

**1.1. Primary Occupant:** The Primary Occupant is the individual named below.

Name:

URI ID Number:

Phone:

Email:

Home Address:

Emergency Contact Name:

Emergency Contact Relationship to You:

Emergency Contact Phone:

Emergency Contact Email:

**1.2. Term of Occupancy:** The period beginning on the Start Date and continuing until the End Date.

Start Date:

End Date:

**1.3. Apartment:** The following Apartment has been assigned to the Primary Occupant:

GVA Unit #:

# Bedrooms:

**1.4. Payments:**

Monthly Rental Amount:

\$1,234/month 2-Bedroom Apartment

\$1,341/month 3-Bedroom Apartment

Monthly Utility (electric and internet) Fee: \$150

Total Monthly Payment: Rental Amount, plus Utility Fee

Security Deposit: Equal to one month's rent at time of initial agreement

1.5. **Special Instructions / Exceptions:** If applicable, any special instructions or exceptions to the standard Graduate Village Apartment Housing Agreement should be noted below.

2. **Eligibility Criteria.** To be eligible for Graduate Village Apartment housing ("**GVA Housing**") as a Primary Occupant, an individual must be: (i) a matriculating graduate student of full-time status (as documented by an eCampus class schedule of at least 9 credits, or a class schedule of 6 credits with a copy of assistantship contract); or (ii) a URI graduate student enrolled for at least 1 Doctoral Dissertation credit (as documented by an eCampus class schedule); or (iii) a visiting scholar (as documented by a letter of affiliation from a URI Department); or (iv) a postdoctoral fellow (as documented by a letter of affiliation from a URI Department); or (v) if approved by URI Housing and Residential Life ("**HRL**"), a matriculating non-traditional URI undergraduate student of full-time status (as documented by an eCampus class schedule of 12 credits) (collectively, the "**GVA Housing Criteria**"). The Primary Occupant must satisfy these GVA Housing Criteria at all times during the Term of Occupancy and will be required to vacate the Apartment within 30 days of losing eligibility.
3. **Roommates.** Subject to the terms of this Agreement, the Primary Occupant may elect to co-occupy the Apartment with roommate(s) (each, a "**Roommate**"). Failure to comply with the requirements set forth below may result in immediate termination of this Agreement and forfeiture of the Security Deposit.
  - 3.1. **Eligibility.** To be eligible for GVA Housing as a Roommate, an individual must: (i) satisfy one of the GVA Housing Criteria; or (ii) be a URI graduate student carrying a minimum of 6 credits per semester (as documented by an eCampus class schedule); or (iii) be an immediate family member of the Primary Occupant (as evidenced by documentation reasonably satisfactory to HRL) (collectively, the "**GVA Roommate Criteria**"). A Roommate must satisfy these GVA Roommate Criteria at all times while occupying the Apartment and will be required to vacate the Apartment within 30 days of losing eligibility.
  - 3.2. **Registration.** The Primary Occupant must register each Roommate with HRL before the Roommate occupies any portion of the Apartment, and the Primary Occupant must notify HRL promptly upon termination of each such Roommate's occupancy. To register a Roommate, the Primary Occupant must provide all of the following to HRL: (i) documentation establishing that the Roommate satisfies the GVA Roommate Criteria; (ii) a completed and signed "**Roommate Registration Form**" in the form attached to this Agreement as Exhibit A.
  - 3.3. **Responsibility.** The Primary Occupant remains solely responsible for ensuring compliance with the terms of this Agreement by Primary Occupant and all Roommates (collectively, "**Occupants**") and for payment of all amounts owed under this Agreement.
  - 3.4. **Maximum Occupancy.** If the Apartment has two bedrooms, Primary Occupant may have up to 3 Roommates (no more than 4 Occupants total), and if the Apartment has three bedrooms, Primary Occupant may have up to 4 Roommates (no more than 5 Occupants total).

- 3.5. **Payment.** The combined monthly rent and utility fee to be paid to the Primary Occupant by each Roommate (the "**Roommate Payment**") shall be determined by mutual agreement between the Primary Occupant and the Roommate. However, a Roommate Payment must not exceed 115% of the Roommate's proportionate share of the Primary Occupant's Total Monthly Payment (proportionate share being the Total Monthly Payment divided by the total number of Occupants in the Apartment).
4. **Identification.** Proof of identification is required for Primary Occupant and Roommates. Proper identification includes state or federal government issued documentation (passport, state ID, birth certificate, etc.) OR URI ID.
5. **Term of Occupancy, Termination, and Renewal.**
- 5.1. **Start Date.** Occupancy of the Apartment is to begin on the Start Date of this Agreement. HRL reserves the right to modify or rescind the Start Date, if needed.
- 5.2. **Continuous Occupancy; No Subletting.** The Primary Occupant must personally maintain custody of the Apartment at all times during the Term of Occupancy. Any subletting arrangement is prohibited and may result in the immediate termination of this Agreement and forfeiture of the Security Deposit. Subletting is defined as a relinquishment of custody of the Apartment to another individual, including a Roommate.
- 5.3. **End Date.** At least 30 days prior to the End Date of this Agreement, Primary Occupant must notify HRL whether Primary Occupant wishes to renew the Agreement or vacate the Apartment. If the Apartment is being vacated, the Primary Occupant must schedule a move-out date and move-out inspection with HRL no less than 30 days in advance, in accordance with Section 5.7 below, and the scheduled move-out date and inspection must be no later than the End Date.
- 5.4. **Renewal or Extension.** To be eligible for a renewal or extension of this Agreement upon its expiration, the Primary Occupant must provide documentation establishing that they will continue to satisfy the GVA Housing Criteria throughout the duration of the renewal or extension term, and the Primary Occupant's account must be current and in good standing with no outstanding balance. HRL may require an inspection of the Apartment prior to approval of renewal. HRL reserves the right not to renew or extend this Agreement for any reason (including, but not limited to, competing occupancy needs, conduct issues, delinquent payment history, account balance write offs, etc.). With

exceptions, the Primary Occupant generally will not be allowed to renew the Agreement if doing so would result in the Primary Occupant occupying the Apartment for more than three years in the aggregate. A renewal or extension will not be effective until the Primary Occupant and URI sign a new Graduate Village Apartment Housing Agreement. The Primary Occupant understands that the Monthly Rental Amount and the Monthly Utility Fee are subject to change upon each renewal.

#### **5.5. Early Termination.**

5.5.1. **By URI.** In addition to any other rights and remedies available to URI, URI may terminate this Agreement and require all Occupants to vacate the Apartment with 30 days' written notice in the event of any violation of this Agreement or applicable URI policies by any Occupant, unless such violation is remedied to URI's satisfaction within such 30-day period. In such event, the Primary Occupant's Security Deposit will be forfeited to URI.

5.5.2. **By Primary Occupant.** If the Primary Occupant wishes to terminate this Agreement or otherwise vacate the Apartment before the End Date, the Primary Occupant must notify HRL in writing and must schedule a move-out date and move-out inspection no less than 30 days in advance. In such event, the Primary Occupant's Security Deposit will be forfeited to URI. If the termination is due to unavoidable extenuating circumstances that are beyond the control of the Primary Occupant, HRL has discretion to waive forfeiture of the Security Deposit.

5.5.3. **Loss of Eligibility.** If the Primary Occupant will be unable to satisfy the GVA Housing Criteria at any time during the Term of Occupancy, the Primary Occupant must notify HRL in writing as early as possible and must schedule a move-out date and move-out inspection no later than 30 days prior to losing eligibility. The Primary Occupant's Security Deposit will not be forfeited to URI solely by reason of an early termination due to loss of eligibility.

5.6. **Move-Out Condition.** The Primary Occupant must ensure that all Occupants have vacated the Apartment by the scheduled move-out date. The Apartment must be left in the same or better condition than it was in at the Start Date, and it must be cleaned according to the cleaning standards provided by HRL. All issued keys must be returned upon vacating the Apartment.

5.7. **Move-Out Inspection.** The Primary Occupant must contact HRL at least 30 days in advance of the End Date to schedule a move-out date and move-out inspection. The purpose of this inspection is for HRL to identify any damages beyond normal "wear and tear" and to review the cleanliness of the Apartment. If damages to the Apartment are revealed, the Primary Occupant will be informed of the charges necessary to repair the damages incurred. Any such damages will be taken from the Primary Occupant's Security Deposit or, if the damages exceed the security deposit, the Primary Occupant will be billed accordingly. At this move-out inspection, the Primary Occupant must provide their forwarding address.

5.8. **Security Deposit.** URI reserves the right to withdraw any outstanding balances from the Security Deposit upon the Primary Occupant vacating the Apartment. Charges may include the prorated Total Payment Amount for the last month of occupancy, and/or reimbursement for damages, repairs, lock changes, replacement keys, and/or cleaning.

5.9. **Reassignments and Transfers.** This Agreement is non-transferrable and may not be assigned. Primary Occupants are prohibited from occupying more than one apartment or moving to another apartment as a Primary Occupant during the Term of Occupancy. Upon request, exceptions may be available with the written approval of HRL, which HRL may grant or deny in its sole discretion. HRL reserves the right to reassign the Primary Occupant to a different apartment with due notice, where extenuating circumstances are present.

## 6. Payment.

6.1. **Monthly Payment.** Invoices for the Total Monthly Payment are dated on the 1st of the month and are due upon receipt. The first month's Total Monthly Payment will be prorated based on the Start Date and issued at the next forthcoming billing cycle. The Primary Occupant is solely responsible for paying the Total Monthly Payment when due, regardless of whether the Primary Occupant has received payment of any amounts owed by Roommate(s).

6.2. **Delinquencies.** The Primary Occupant will be deemed delinquent if any portion of the outstanding balance has not been received by HRL by the last day of each month. In such event, HRL will send a delinquency notice to the Primary Occupant. Delinquency notices will be sent each successive month. After 3 months of cumulative delinquencies, the Primary Occupant will be given notice of intended sanction through URI Enrollment Services. If the Primary Occupant has not made payment of all amounts due within 30 days of HRL's intended sanction notice, HRL may immediately terminate this Agreement and require all Occupants to vacate the Apartment. Payment plan exceptions may be available and are approved solely by the AVP HRL and Student Development.

7. **Utilities.** The Total Monthly Payment includes a Monthly Utility Fee for electricity (heat and hot water) and URI WIFI internet. The Apartment is equipped with electric baseboard heaters and thermostats. Water service and trash removal is provided at no additional expense. The Apartment does not include television or phone services. Occupants who wish to have television services can purchase a streaming service or an indoor HD antenna, and Occupants who wish to have phone service should have their own cell phone service provider.

8. **Access.** Primary Occupant will receive 1 apartment key and 1 mailbox key on the Start Date. A maximum of four apartment keys for a 2-bedroom apartment and five apartment keys for a 3-bedroom apartment are available to be issued to each Apartment. A maximum of two mailbox keys are available to be issued to each Apartment. To obtain keys for Roommates, all parties must complete the Roommate Registration Form before a key is issued. A lost Apartment key requires the lock on the Apartment to be changed, and the Primary Occupant will be billed \$100 for each lock change. Mailbox key replacement will be assessed actual

replacement value in conjunction with USPS. Excessive lock outs may result in non-renewal of the Agreement.

## **9. Maintenance and Furnishings.**

**9.1. Personal Property.** Each Occupant is responsible and liable for, and shall hold URI harmless from, any and all injury and damage to persons or property caused, directly or indirectly, by the Occupant's negligent or intentional acts or omissions (including injury or damage caused by the Occupant's defective property). Each Occupant is responsible and liable for insuring the Occupant's own personal property, including for losses or damages due to fire, smoke, water, and theft. URI is not responsible or liable for any loss or damage to the Occupant's personal property unless caused by URI's gross negligence, and URI does not provide any property or liability insurance coverage for the Occupant's benefit. Occupants should consider purchasing renters insurance for college students to assist the Occupant in paying for the repair or replacement of belongings if they are lost or damaged. Additionally, URI is not responsible for personal property remaining in the Apartment or on any URI property following the End Date of the Agreement or the Occupant's scheduled move-out date, if earlier. Such property will be considered abandoned and will be disposed of by URI personnel consistent with established policies.

**9.2. Appliances and Decor.** Apartments come equipped with a stove/oven, a refrigerator, a fire extinguisher, and standard issue window shades. Apartments are otherwise unfurnished. All appliances must be kept in the Apartment to which they are allocated. Occupants must keep appliances clean and grease-free to minimize the risk of fire. Installation of permanent carpeting or other fixtures is NOT allowed (non-affixed, removable carpeting is permitted). Fire regulations prohibit the use of carpet tape, glue, or tack board. Curtains and carpeting must be fire retardant and meet all state fire codes. Tapestries of any kind are prohibited. Occupants are responsible to replace any Apartment light bulbs.

**9.3. Storage.** Apartments are provided with a designated storage area located within the laundry room of the Apartment building. Personal property is not to be left in hallways, common areas, or outside of the Primary Occupant's designated storage area. Any personal property that is left in an improper location may be removed and disposed of in HRL's discretion, and the cost of removing and disposing of such property may be charged to the appropriate Primary Occupant.

## **10. Expectations and Safety.**

**10.1. Expectations.** The Primary Occupant, each Roommate, and all of their respective guests are required to abide by (i) all applicable federal, Rhode Island state, and local laws and regulations, and (ii) all policies and procedures of URI, including those outlined in the HRL Community Policies Addendum, the URI Student Handbook, and those policies and procedures distributed to Occupants and/or posted on the HRL or URI websites.

**10.2. Removal or Reassignment.** A violation of any applicable law, regulation, policy, or



procedure constitutes a violation of this Agreement and entitles URI to exercise its rights under Section 5.5.1 (Early Termination by URI). In addition, upon notification, HRL reserves the right to refuse, remove, trespass, or relocate from GVA Housing those Occupants who have violated an applicable law, regulation, policy, or procedure or who have been convicted of a misdemeanor, felony, or other crime. Further, HRL reserves the right to immediately relocate or remove Occupants for behaviors which affect the safety, security, or the well-being of the residential community, as determined by the Director of HRL or its designee.

## **11. Miscellaneous.**

- 11.1. **Severability.** If any term, covenant, or condition of this Agreement proves to be invalid, void, or illegal, it will in no way affect, impair, or invalidate any other term, covenant, or condition hereof and the remaining terms, covenants, and conditions hereof will remain in full force and effect.
- 11.2. **Waiver.** No waiver by either party of any breach by the other party hereunder will be effective unless in writing, nor will any such waiver constitute a waiver of any subsequent breach or of any other obligation, agreement, or covenant.
- 11.3. **Entire Agreement, Binding Effect, and Modification.** This Agreement contains the entire agreement of the parties regarding the subject matter hereof and is not subject to any other agreement, promise, statement, or representation not expressly contained or incorporated herein. This Agreement may not be modified or amended except by mutual written agreement of the parties.
- 11.4. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
- 11.5. **Governing Law and Venue.** This Agreement will be governed by and construed under the laws of the State of Rhode Island and, unless the parties agree to the contrary in writing consistent with applicable law, disputes will be exclusively resolved in the federal or state courts of competent jurisdiction situated in the State of Rhode Island.

[Signature page follows.]

## **Exhibit A**

### **Graduate Village Apartment Roommate Registration Form**

*As stated in the University of Rhode Island (“URI”) Graduate Village Apartment Housing Agreement (“GJ/A Housing Agreement”), a Roommate Registration Form must be submitted for each Roommate. Capitalized terms used but not defined in this Roommate Registration Form have the meanings given to such terms in the GVA Housing Agreement.*

**Primary Occupant:**

Name:

URI ID Number:

**GVA Unit #:**

**Mailbox #:**

**Roommate:**

Name:

URI ID # (if applicable):

Phone:

Email:

Home Address:

Relationship to Primary Occupant:

Minor (Yes/No) No

Emergency Contact Name:

Emergency Contact Email:

**Roommate Eligibility:** Explain how Roommate satisfies the GVA Roommate Criteria:

*\* Roommate must satisfy the GVA Roommate Criteria at all times while occupying the Apartment and is required to vacate the Apartment within 30 days of losing eligibility.*

**Acknowledgments:** Primary Occupant and Roommate acknowledge and agree as follows:

**1. Primary Occupant:**

- a. I am registering the above-named Roommate to co-occupy my Apartment in accordance with the GVA Housing Agreement.
- b. I understand my obligations under the GVA Housing Agreement with respect to having a Roommate; for example, I understand that I am responsible for ensuring that my Roommate complies with all applicable provisions of the GVA Housing Agreement and all applicable policies and procedures of URI.
- c. Upon submission of this Roommate Registration Form and proper Roommate identification, (i) I will receive one additional Apartment key to provide to this Roommate, and (ii) I will receive one additional mailbox key (unless I have already received the maximum number of two mailbox keys, in which case I will not receive another).



**2. Roommate:**

- a. The above "Roommate" and "Roommate Eligibility" information is correct and complete.
- b. I have reviewed the current GVA Housing Agreement and the HRL Community Policies Addendum, both available at <https://web.uri.edu/housing/apply/>, and I understand that I am required to comply with these documents and all other applicable URI policies as a condition of being permitted to co-occupy the Apartment.
- c. My co-occupancy of the Apartment is entirely dependent upon and subject to the Primary Occupant's continued occupancy and compliance with the GVA Housing Agreement. I must immediately vacate the Apartment if at any time (i) the Primary Occupant's GVA Housing Agreement is terminated, (ii) the Primary Occupant discontinues occupancy, or (iii) URI requires me or the Primary Occupant to vacate in accordance with the terms of the Primary Occupant's GVA Housing Agreement.

**3. Primary Occupant and Roommate:**

- a. We, the Primary Occupant and Roommate, have made such arrangements as we deem appropriate with respect to our co-occupancy, including with respect to the Roommate Payment amount and the expected term of co-occupancy. These arrangements are exclusively between us, and we understand that URI typically will not get involved in disputes related to such arrangements.
- b. We understand that no contractual relationship is formed between URI and Roommate by virtue of URI's receipt of this Roommate Registration Form, issuance of spare keys, or otherwise. URI does not have any contractual obligations to Roommate nor does Roommate have any contractual rights under the GVA Housing Agreement. Nonetheless, Roommate is electing to occupy URI property subject to the requirements of the GVA Housing Agreement and applicable URI policies, and URI may enforce its requirements against the Primary Occupant and/or Roommate in URI's discretion.

[Signature page follows.]