





- g. Resident acknowledges and agrees that only the Resident and any roommate(s) who may be assigned by the University at its discretion will be permitted to occupy the Unit. No other occupants shall be permitted without the prior written approval of the University – subletting or ‘renting’ out the space is prohibited. Residents are responsible for the conduct of their guests and any damage to the Unit or University property the guest may cause. Persons not listed on the Agreement may not stay for more than three consecutive days without written consent from Housing and Residence Life and not more than 15 days in any academic semester or both summer terms.
- h. Leases can only be transferred to a new lease holder with permission of Housing and Residence Life. If a lease transfer is approved, the new lease holder will be assessed a \$75 Lease Transfer Fee and accepts the unit “as-is” from the previous tenant. The University will address maintenance requests with appropriate documentation and assess damage charges to previous Resident as applicable. The University is not responsible for routine cleaning services during this lease transition.
- i. No one unit can be renewed consecutively for more than five (5) years due to the need to update/maintain University Apartment condition.
- j. The Resident agrees to not sell or assign this lease, or sublet said premises, or any part thereof, to any person.
- k. Resident must notify Housing and Residence Life if they have ever been convicted of a crime prior to moving into a Unit. Residents must immediately notify Housing and Residence Life upon being convicted of a crime while living in the Unit. If Resident has been convicted of a crime, Resident must provide to Housing and Residence Life a statement with a complete description of their actions and full details of the charges/sanctions against him/her. The nature and timing of the offense will be taken into consideration when the initial application is reviewed. Housing and Residence Life will confer with University Security, and in some cases University legal counsel, to determine the fit of individuals with criminal convictions within the community to which they have applied. Failure to notify Housing and Residence Life of a conviction prior to occupancy or immediately upon conviction of a crime during Unit occupancy may be grounds for denial of housing or immediate removal.

### 3. **Rates and Payments:**

- a. Rent is posted to a Resident’s student account on or around the time they accept their lease. Their monthly rent will then be due the 25<sup>th</sup> of the prior month until their lease agreement has ended.
- b. If Meal Plans are required (First Year student only), they will post on or around July 5 and December 5 for the next semester and are automatically divided into a “five-payment plan” with payments due by the 25<sup>th</sup> day of each month (first payment due July 25 and last payment due November 25 for Fall term; first payment due December 25 and last payment due April 25 for Spring term).
- c. The \$225 apartment deposit will be refunded to the Resident upon satisfactory completion of the Agreement which includes checking out of the apartment properly and leaving it in the same condition as at the beginning of this Agreement. The condition of the apartment will be inventoried by the Resident upon check-in and again when the student checks out of the apartment. This inventory will be used to evaluate the condition of the apartment. Charges are assessed to the Resident’s student account for such items as automatic carpet cleaning, improper check-out, damages, and/or cleaning fees and the \$225 deposit will be applied to any outstanding balance. The remainder, if any, of the deposit will be credited to the student’s university account. If the university account is paid in full and there are no outstanding university charges on the account, the Resident may receive a refund within thirty (30) days.
- d. A late charge of 1.75% or \$10.00, whichever is greater, will be assessed for each payment made after the first of the month following the monthly due date, as stated above.
- e. If any payment is thirty (30) days past due or more, University will place a negative service indicator (or ‘Hold’) on Resident’s account (which negatively impacts Resident’s official University records) and reserves the right to temporarily terminate internet access. University has the right to terminate this Agreement and require that Resident vacate the Unit if any payment is thirty (30) days past due or more. All costs associated with the collection of outstanding debts, including, for example, collection fees, reasonable attorneys’ fees, cost of court and other related fees, will be assessed against Resident.
- f. Student Fee Statements are available online at <http://my.boisestate.edu> approximately one month prior to the first day of classes. If Resident has either not paid in full or come to terms with University on alternate arrangements by the due date posted on Resident’s online fee statement, Resident may be dropped from classes and excluded from the Unit. Payments can be made online at <http://my.boisestate.edu>, or by check or money order payable to the “Boise State University” and mailed or couriered to: Payments & Disbursements Center, 1910 University Drive, Boise, ID 83725-1246 or hand-delivered to the Student Financials Office located in the Administration Building, Room 101. **DO NOT SEND CASH.**
- g. Student agrees and understands that he or she waives his or her right to appeal any additional charge related to the Unit (such as, by way of example and not limited to, damage, cleaning and/or fire safety) unless the written appeal is received by the Housing and Residential Life within sixty (60) business days of the charge.

### 4. **Utilities & Services:** Each Unit in University-Operated Apartments is connected for utility service. University agrees to use commercially reasonable efforts to provide utility-powered services (such as, by way of example and not of limitation, water, wastewater, and depending on the building and the Unit, elevator service). University will provide light housekeeping to common areas.

- a. Resident is responsible for a flat “Utilities Fee” posted to the student account on a monthly basis that covers electricity, gas (where applicable), and basic cable.
- b. If the cost for utilities consumption exceeds the “Utilities Cap” in any given month (estimated at \$14 above the Utilities Fee), Resident is responsible for the Utilities Fee and the difference between the Utilities Cap and the total cost of the bill (gas and electricity only). This charge is assessed after the University receives invoice from the utility provider(s)

after the close of the utility's billing cycle. Resident can receive invoice for their Unit upon request from Housing and Residence Life.

5. **Meal Plan Requirements:**

- a. "First Year Residents" (as defined by the University) must obtain and pay for a University meal plan during the entire Lease Term regardless of housing assignment. Resident's not identified as First Year Students by the University may select a meal plan. All Residents living in University-Owned Apartments with a meal plan will have meal plan and housing charges combined and posted to Resident's account and therefore subject to "Rates and Payments" section above.
- b. In addition to the foregoing, University shall have the option, but not the obligation, and First Year Resident hereby authorizes University on First Year Resident's behalf, to select a default meal plan and charge First Year Resident's account with the cost for such meal plan if Resident has failed or refused to select a meal plan on or before the deadline for payment.
- c. Limited or no food service may be available during breaks (Fall, Winter, Spring, Summer). Notification of food service offerings will be made prior to the break period.
- d. Information regarding meal plans and on-campus dining options may be found at: <http://boisestate.campusdish.com>.

6. **Rules and Regulations:** Resident's occupancy of the Unit is subject to this Agreement and all University rules, regulations, policies and procedures applicable to students and residents of University-Operated Apartments, including the terms, provisions and conditions of Housing and Residence Life Standards and Procedures and the Student Code of Conduct.

- a. Among the rights reserved by University and further explained in those publications, University reserves the right:
  - (i) To prohibit convicted sexual offenders from living in campus housing.
  - (ii) To enter any room (including the Unit) for the purpose of inspection, repair, cleaning, inventory, health and safety reviews, and emergencies.
  - (iii) To change or cancel Resident's Unit assignment in the interest of order, health or safety, discipline, or other administrative reasons.
  - (iv) To levy and collect charges for:
    - (A) Damages to room, furnishings, and/or the building, and/or
    - (B) Unauthorized use of room, furnishings, and /or building, and /or
    - (C) Alterations of any room, furnishings, and/or building facilities, and/or
    - (D) Special cleaning necessitated by improper or unreasonable care of room, furnishings, and/or building.
  - (v) To levy and assess charges equally among residents in an affected Units, or community if responsibility for the damages/loss cannot be established.
  - (vi) To terminate the Agreement if Resident's accounts are not current.
- b. Resident further acknowledges his or her obligations and responsibilities pursuant to all such rules, regulations and procedures including, but not limited to those rules, regulations, and procedures pertaining to:
  - (i) fire safety equipment and fire prevention guidelines;
  - (ii) sexual harassment & assault;
  - (iii) weapons;
  - (iv) access / entry requirements & guests;
  - (v) alcohol and drugs;
  - (vi) maintenance and cleaning of the Unit;
  - (vii) prevention of moisture accumulation and mold; and
  - (viii) cable, ethernet, and WiFi services.

7. **Personal Property:** Resident may not, and will not, authorize or empower another to, remove, alter or damage any furniture or other furnishings provided and located by University within the Unit or any University-Operated Apartments; such conduct is considered theft and Resident will be charged the full replacement cost of missing furniture or other furnishings. University is not responsible for loss or damage to personal property or injury to person, regardless of cause.

- a. The University shall not be liable for loss of or damage to Resident's personal property, wherever situated, due to fire, smoke, power outage, theft, water, electric surge, or any other casualty or cause. Residents are strongly encouraged to insure their personal property and carry liability insurance. The University does not provide such coverage.
- b. Any personal property remaining in the Unit after it has been vacated by Resident, whether willingly or not, is subject to the terms set forth in Section 11.

8. **Supervision of Children:** Children under 16 years of age must be supervised at all times.

- a. Children under 16 years must be supervised to ensure they are following rules, regulations, and procedures pertaining to, but not limited to, Housing and Residence Life laundry rooms; common areas such as the Park and Village Community Centers; and play grounds.
- b. Given the nature of University-Owned Apartments locations, it is recommended Residents also directly supervise children in other community locations (i.e., school bus stops, sidewalks, neighborhoods, etc.).

9. **Pets/Animals:** Only fish (5 gallon tank or less) are permitted in the University-Operated Apartments. Upon prior approval by Housing and Residence Life, an exception to this condition may be made for service and assistance animals required by a Resident with a documented medical need. Any requests for reasonable accommodations must be made through the Boise State Disability Resource Center (DRC). In those instances when Resident provides adequate documentation to the DRC, the DRC will notify Housing and Residence Life of recommended reasonable accommodations whereupon Housing and Residence Life

will notify Resident of final decisions and/or next steps in the process. Residents responsible for training service animals may receive an exception to this condition by submitting a request in writing to Housing and Residence Life sixty (60) days prior to assuming Occupancy.

10. **Keys:** Keys will be issued to the Resident upon arrival at the beginning of the occupancy period and must be returned when the Lease Term expires. The number of keys issued will equal the number of occupants listed on the Agreement.
  - a. Keys can only be given to Occupants listed on the Resident's lease agreement; they cannot be transferred.
  - b. Extra keys will not be given out.
  - c. Keys may not be duplicated.
  - d. Lost keys must be reported immediately to the University Apartments Service Desk, located in the Village Community Center.
  - e. Keys not returned at the end of the occupancy period or at the time of move-out will be considered lost keys (including but not limited to lost or stolen keys, or keys temporarily mislaid). In all cases when an apartment key is lost, the core of the lock will be changed and new key(s) will be issued. The Resident will be charged for the cost of a lock change.
  - f. Only one mailbox key and one physical mailbox will be provided per Unit. Lost mailbox keys must be reported immediately to the University Apartments Service Desk, located in the Village Community Center. Resident will be responsible for the cost of a replacement mailbox key.
11. **Requirement to Vacate Apartments:** When this Agreement expires and has not been renewed in writing, or when this Agreement is otherwise terminated, Student shall immediately vacate the Unit and remove all of Resident's property. If Resident's property remains in or about a Unit after this Agreement has expired without renewal or has been terminated, the Resident will be charged for the removal of any property and daily storage fees. If Resident's property is not reclaimed and storage fees paid within two (2) weeks after the expiration or any termination of this Agreement (except when Resident undergoes active legal proceeding regarding their residency), such property will be treated as abandoned property, and the University may donate or otherwise dispose of such property without liability.
  - a. At the conclusion or termination of this Agreement, Resident must check-out of the apartment by scheduling a check-out appointment with a Housing and Residence Life staff member where the appropriate inventory form(s) is completed and keys are returned. Resident's account may be assessed an improper check-out charge of \$150.00 and/or a lock change if check-out process is not followed and/or keys are not returned on time; in addition to applicable cleaning and damage charges.
12. **Termination of Agreement by University:**
  - a. In addition to any other rights and remedies, University may terminate this Agreement upon the occurrence of any of the following circumstances:
    - i. Resident fails to pay scheduled room and meal plan (if required) payments when due and such failure to pay continues for more than fifteen (15) days after the due date; except where the University has agreed in writing to extend the due date of such payment; or
    - ii. Resident breaches, violates, or otherwise is in default of any of the terms and conditions of this Agreement; or
    - iii. Resident ceases to be a student at the University. Residents must take at least eight credit hours; those who fall below eight credit hours without written permission from Housing and Residence Life may be subject to termination of their Agreement by the University. However, dropping below eight credit hours does not guarantee full financial release from Agreement; or
    - iv. Resident fails to comply with the rules and regulations set forth in this Agreement, the Student Code of Conduct, University Policies, Housing and Residence Life Standards and Procedures, or any applicable local, state or federal law.
  - b. The University may terminate this Agreement for any of the above reasons upon giving Resident thirty (30) days written notice. The notice shall state the reason for termination and the termination date. After the termination date, the University shall be entitled, without further notice, to enter the Assigned Room and to repossess the same, and to remove Resident and Resident's property without any liability for trespass or otherwise.
  - c. Notwithstanding the provisions in this Section, the University specifically reserves the right to immediately remove any individual from the Apartment premises if the University, in its sole discretion, determines that the individual presents an immediate danger to their self, others or University property.
  - d. In the event this Agreement is terminated in accordance with the provisions of this section, Resident shall be required to immediately surrender the Assigned Room and all University owned property to the University under the same terms and conditions as would apply under this Agreement if the surrender were to take place at the completion of this Agreement. The University may reassign the Assigned Room or any part thereof in the name of the University on such terms and conditions as the University may determine.
    - i. No termination of this Agreement in accordance with the provisions of this section shall relieve the Resident of Resident's obligations and liability under this Agreement and such liabilities and obligations shall survive any termination of this Agreement.
  - e. Resident's account at the University will be debited for all costs, charges and fees incurred by Resident or by University on behalf of or because of Resident through the effective date of termination for any termination in accordance with this Section. In addition, Resident's account will be charged a termination fee of the lesser of one month's rent or ½ (one-half) of the balance owed under this Agreement for the remainder of the Agreement term (the "**Termination Fee**").

13.

- a. Cancellation Prior to Occupancy:
- i. To officially cancel an apartment application, Resident must cancel their apartment offer in writing prior to occupying the Unit by emailing the Housing and Residence Life Department. No deposit will be charged. The twenty-five dollar (\$25) application fee is non-refundable.
  - ii. If a Resident cancels their applications within 72 hours of completing it, and does not take occupancy of the assigned unit, the housing application will be cancelled and security deposit refunded. The application fee is non-refundable and no contract buyout fees apply.
  - iii. **Once Resident takes occupancy, the Resident shall be obligated to pay all amounts due under this Agreement for the full duration of the term of this Agreement.** If prior to the expiration of the Agreement, Resident ceases to be registered as a student at the University, Resident shall become ineligible for occupancy and shall forfeit the deposit and will be charged other applicable fees as indicated in Sections 13b and 13c of this Agreement. In such cases, Resident will need to provide thirty (30) days notice of termination of agreement.
- b. Termination Subsequent to Date of Occupancy for Qualifying Event or Graduation.
- i. Resident may terminate the Agreement after the Date of Occupancy upon delivery of written notice to University specifying an effective date of termination not sooner than thirty (30) days after University's receipt of such notice for any of the following reasons, each a "**Qualifying Event**":
    1. Resident withdraws from University for medical reasons. Resident's notice must be accompanied by documentation from Resident's physician and official University notification;
    2. Resident is drafted or commissioned by the U.S. Armed Forces for active duty; provided, Resident provides documentation to the University that Resident (1) is a member of the U.S. Armed Forces or reserves on active duty or a member of the National Guard called to active duty; and (2) has received orders for permanent change-of-station, or to deploy with a military unit placed on active military duty;
    3. Resident enrolls and participates in an approved University study abroad program. Resident's notice must be accompanied by documentation from University Registrar or the appropriate Dean.
    4. Resident is placed on academic suspension by University. Resident's notice must be accompanied by documentation from University Registrar;
    5. Resident is placed on academic dismissal by the University, or otherwise ceases to be enrolled in an approved University academic program. Resident's notice must be accompanied by documentation from University Registrar; or
    6. A graduating Resident may terminate the Agreement effective on the date of graduation or commencement so long as Resident delivers written notice to University on or before the thirtieth (30<sup>th</sup>) consecutive calendar day before the date of graduation or commencement.
  - ii. Following a termination by Resident for a Qualifying Event or Graduation, University will credit Resident's account with an amount equal to the prorated amount of pre-paid and unearned room charge for Resident's Unit.
    - (i) Within thirty (30) days after receipt of Resident's timely termination notice (together with any documentation required in accordance with Section 13b(i) for a Qualified Event or Graduation, University will advise Resident in writing of the charges and fees known as of that date that will be offset against any prepayment on Resident's account.
    - (ii) If Resident terminates because of a Qualifying Event pursuant to Section 13b(i)(4), or Section 13b(i)(5), Resident's account will be charged a Termination Fee.
- c. Termination Subsequent to Date of Occupancy for Non-Qualifying Event. If Resident is approved to terminate the Agreement after the Date of Occupancy for a reason other than a Qualifying Event or Graduation (See Section 13b), or if Resident fails to take occupancy of the Unit assigned to him or her following the Date of Occupancy, Resident shall forfeit their deposit, their account will be charged one (1) month's rent **plus** the meal plan usage (if required), and any charges accrued through the date of official proper check-out (as determined by Housing and Residence Life). Resident's meal plan (including unused flex dollars) will expire upon termination of this Agreement.

14.

If to University: Housing and Residence Life  
1910 University Drive  
Boise, ID 83725-1355

If to Resident:

---

---

---



15. **Limitations on Services:** Interruptions to the services provided by the University pursuant to this Agreement may occur by an act of nature, limited or restricted control or availability of resources as determined by the University, maintenance activities or other condition reasonably beyond administrative control. Standards and levels of services are determined by the University. Temporary failure to provide services (including, but not limited to, electricity, hot or cold water, heat and/or air conditioning, phone service, cable TV, internet/WiFi) shall not be a reason for reduction, abatement, or withholding of any portion of housing and/or meal plan fees or other payments legally due. No adjustment to the housing or meal plan fees or other compensation may be claimed by Resident for inconvenience or discomfort from the making of repairs, improvements to facilities, or temporary service outages.
16. **Severability/Non-Waiver/Remedies Cumulative:** This Agreement is intended to comply with all applicable law. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, such provision(s) shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this Agreement shall not be affected. The failure of the University to exercise any right or remedy shall not be deemed to be a waiver by the University of any such rights or remedies. No terms or conditions of this Agreement required to be performed by the Student and no breach thereof shall be waived, altered or modified except by the express agreement of the University. The receipt of payments by the University with the knowledge of the breach of any terms, covenants or conditions of the Agreement shall not be deemed a waiver of such breach. Remedies of the University under the terms of this Agreement are cumulative and are not exclusive of any other rights or remedies available at law or in equity.
17. **Indemnification:** To the fullest extent permitted by law, and as consideration for the terms and conditions of this Agreement, Resident agrees to release, indemnify, protect, defend with counsel mutually agreed upon by University and Resident, and hold harmless Boise State University, the State of Idaho and the State Board of Education and/or any of their respective component institutions, directors, board members, regents, trustees, officers, administrators, agents, employees, residents, successors and assigns ("**Indemnitees**") from any claims, damages, losses, liabilities, liens, costs and/or expenses, controversies, causes of action, lawsuits, proceedings, injuries, judgments and expenses (including mediation, settlement, attorney fees, and other costs or expenses) (each, a "**Claim**") if the Claim: (1) is related to bodily injury, sickness, disease, death or loss or damage to real or personal property, including any loss of use resulting therefrom (collectively, "**Damage**"); and (2) is caused in whole or in part by any of the following: (a) a negligent act or omission by Resident or any person or entity for whose acts Resident may be liable (each, an "**Indemnifying Party**"); or (b) the refusal or failure to comply with any obligation in the Agreement by an Indemnifying Party; or (c) violation of applicable law(s) by an Indemnifying Party.
- a. Notwithstanding the foregoing provisions of Section 17, Resident shall not be obligated to indemnify Indemnitees from or against any Claim resulting from legal fault of one or more Indemnitees. In the event University and Resident and/or an Indemnatee are found jointly liable by a court of competent jurisdiction, liability for the Claim will be apportioned comparatively in accordance with the laws of the State of Idaho, without waiving any governmental immunity available to University under Idaho law and without waiving any defenses of the parties under Idaho law.

*All fees, tuitions, and other charges are subject to change at any time by the State Board of Education acting as the Board of Trustees for Boise State University.*

*It is the policy of Boise State University to comply with all federal, state and local authorities requiring nondiscrimination, including but not limited to Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), the Age Discrimination Act of 1975, and Executive Orders 12898 (Environmental Justice) and 13166 (Limited English Proficiency). Boise State is an equal opportunity employer.*

*The University does not exclude from participation in, deny the benefits of, or subject any individual to discrimination on the basis of race, color, national origin, sex, sexual orientation, gender identity, disability, income, protected veteran status, limited English proficiency, or any other status protected under applicable federal, state or local law.*

For more information or if you believe you have been subject to discrimination on the basis of sex, sexual orientation, gender identity, or disability, please contact Boise State's Title IX, ADA, and 504 Coordinator:

Annie Kerrick  
Director of Title IX/ADA/504 Compliance  
Administration Building, Suite 305  
1910 University Drive, Boise, ID 83725-1500  
(208) 426-1258  
[reportdiscrimination@boisestate.edu](mailto:reportdiscrimination@boisestate.edu)

For more information or if you believe you have been subject to discrimination on any other basis, please contact:

Alicia Estey  
Title VI Coordinator/Executive Director, Institutional Compliance  
Administration Building, Suite 305  
1910 University Drive, Boise, ID 83725-1500  
(208) 426-1258  
[aliciaestey@boisestate.edu](mailto:aliciaestey@boisestate.edu)

You may also file a complaint with:

U.S. Department of Education  
Office of Civil Rights (OCR)  
810 3<sup>rd</sup> Avenue #750  
Seattle, WA 98104  
(206) 607-1600  
[OCR.Seattle@ed.gov](mailto:OCR.Seattle@ed.gov)

