

**ALCORN STATE UNIVERSITY
FACULTY/STAFF HOUSING RENTAL
POLICY AND PROCEDURES**

PURPOSE

The primary purpose of faculty/staff housing is to provide employees with the opportunity to rent an accommodation on campus.

POLICY

A limited number of faculty/staff housing units are designated for rent by full time employees of Alcorn State University. Full time is defined as active faculty and staff members who are employed 40 hours per week or more. The applicant must be in good standing with employment and University account balances to obtain housing.

PROCEDURES

1. ACCEPTING HOUSING:

The designated applicant is required to complete a housing rental contract and pay a security deposit.

2. RENTAL:

The contract is made and entered into between Alcorn State University as LESSOR, and the designated applicant as tenant or LESSEE.

In consideration of representation made in the application filed by the LESSEE and the conditions set forth, Alcorn State University leases unto the LESSEE the property described in the Housing Rental Contract.

3. TERMS:

The LESSOR agrees to lease the unit to the LESSEE for a term of 12 months commencing on the date specified by the contractual agreement. The lease period may be extended beyond the original period by joint agreement between Alcorn State University and the LESSEE.

The LESSEE may terminate the contract before the lease ends without penalty for early termination by issuing to the LESSOR a 30 day written notice of intent to vacate. The lease may be terminated by Alcorn State University at any time the LESSEE violates the conditions of the contract. Specific grounds for termination of the contract are listed (see **BREACH OF AGREEMENT & TERMS OF CONTRACT- EVICTION**).

4. SECURITY DEPOSIT:

At the time the contract is executed the LESSEE must deposit with Alcorn State University, in the Office of Finance & Administration, the sum of five hundred dollars (\$500) for a unit occupied by a single tenant. Multiple tenants occupying a single unit are EACH required to pay two hundred fifty dollars (\$250).

This deposit is solely a security deposit to be held by the university and may be returned to the LESSEE at the time the contract is terminated, provided the LESSEE has met all conditions of the contract (see **RETURN OF SECURITY DEPOSIT**). Further, the security deposit cannot be applied by the LESSEE toward monthly rental payment.

5. PAYMENTS:

The LESSEE agrees to pay rent to Alcorn State University, **via payroll deduction**, each month commencing with the succeeding payroll. The LESSOR reserves the right to change the rental rates by giving a 30-day notice through University email, written notice, or memorandum to LESSEE.

Rent for **shared units** will be divided evenly or as agreed upon by the tenants. Each tenant will sign a contract. As a roommate vacates, remaining tenants agree to have their portion of rent adjusted **automatically** commencing with the succeeding payroll. The vacating tenant's portion of rent will be divided among remaining tenants.

6. PENALTY FOR LATE OR NON-PAYMENT:

In the event the LESSEE's rent is not payroll deducted, his/her rent is **due within 10 days** at the Cashier's Window located on the 2nd floor of the Walter Washington Administration & Classroom Building.

In the event that the LESSEE'S monthly rental payment is made by personal check and the check is returned by the bank because of insufficient funds, a **service charge** shall be levied against the LESSEE. In the event that a second check is not honored by the bank, the LESSEE will be required to make future payments in cash, by cashier's check, by debit/credit card, or by money order.

7. OCCUPANCY:

The premises are intended for use by the LESSEE, his/her spouse and children, and other individuals for whom the LESSEE serves as legal guardian.

The LESSEE agrees not to transfer, assign or sublet the premises or any part thereof.

The LESSEE will be held responsible for the protection and safekeeping of inventory, equipment, fixtures, etc. of the premises.

8. KEYS:

The LESSEE will be issued **ONE** key per unit. Additional keys and replacement of lost keys will be assessed at a rate of \$25 per key. Only Facilities Management may duplicate keys after approval from management.

9. PERSONAL BELONGINGS:

Alcorn State University will not be held accountable or liable for theft, loss, or damage of any personal property kept in or around the complex. Keeping the door locked is recommended.

Theft of products or services of any kind from the grounds and/or housing complex may result in termination of employment and housing agreement with no return of security deposit.

All vehicles must display a parking decal which may be purchased from Parking Operations located at the Cashier's Window on the 2nd floor of the Walter Washington Administration & Classroom Building. Any unregistered or abandoned vehicles will be towed at the owner's expense. (see **UNIVERSITY RESPONSIBILITIES AND OBLIGATIONS**).

10. COURTESY HOURS:

Residents are asked to observe 10:00 p.m. to 8:00 a.m. as courtesy hours. No loud noises, parties, or other disruptive activities will be permitted during these hours in consideration of fellow residents. Note, if there are disturbances, Campus Police may be called. If a tenant is jailed due to a disturbance or damage caused to the complex, he/she may be asked to vacate the premises immediately, with the possibility of eviction.

11. GUESTS:

Guests are subject to the same rules as any tenant in the complex. Guests who display disruptive behavior will be asked to leave the premises and will be considered trespassing on Alcorn State University property. A photo ID of any guest not living within the complex must be presented at the request of authorized management.

Loitering in the complex by non-residents and/or non-employees is prohibited.

12. PETS:

No pets or animals of any kind are allowed in the complex. If a tenant has an animal of any kind, the owner and pet will be evicted from the complex.

13. MAINTAINING RENTED PROPERTY:

The tenant is expected to maintain the property in a presentable condition at all times. Inspections will be made periodically by authorized management for damages and to observe health, fire, and safety codes issued as mandated by state and federal law.

Alcorn State University supplies trash receptacles and dumpsters. It is expected that tenants will utilize the proper receptacles and support our efforts to maintain the beauty of the campus. Tenants found to be not depositing trash in dumpsters will be counseled appropriately, not excluding fines and/or eviction.

The LESSEE is expected to leave the unit in the same condition as when he/she moved into the complex. Failure to ensure the unit is clean and in good condition will result in a delay or forfeiture of returning the security deposit.

Residents MAY NOT alter the unit, attach or affix anything to the exterior of the buildings, move furniture outside, use nails, screws or apply other fasteners into any of the walls, ceilings, floors or woodwork. Thumbtacks may be used to hang posters/pictures.

The establishment of gardens is prohibited except when approved by the University and in a location authorized by the University. The construction of unauthorized structures or fencing around the rented property is also prohibited.

14. RENEWAL AND TERMINATION OF THE CONTRACT:

14.1 Renewal: Unless termination or modification is provided herein, this contract shall be automatically renewed for successive terms of one month each at the aforesaid rental, subject to adjustment as herein.

14.2 Termination by the Lessee: The LESSEE may terminate the contract at the end of the initial term or any successive term by giving thirty (30) days written notice in advance to the Vice President for Finance & Administration. Failure on the part of the University to meet the conditions of the contract will be grounds for the LESSEE to terminate the contract without the thirty-day (30) advance notice (see **UNIVERSITY RESPONSIBILITIES AND OBLIGATIONS**).

14.3 Termination by the University: The University may terminate the contract at the end of the initial term or any successive term by giving the LESSEE at least thirty (30) days advance notification.

If the LESSEE leaves or is asked to leave employment, he/she must IMMEDIATELY vacate university housing. A LESSEE and all personal possessions must be out no later than 24 hours after the time the employee is asked to leave. Extension beyond this period requires approval of the Vice President for Finance & Administration. Such termination must be based on either material

noncompliance with the conditions of the contract or for some other good cause. Specific grounds for termination of the contract are:

1. The LESSEE is no longer employed by the university.
2. The LESSEE continuously (two or more times) violates the conditions of the rental contract or the housing policy.
3. The rental property is condemned or requires major repairs.
4. The LESSEE is found guilty of any violation that results in immediate eviction from the premises (see **BREACH OF AGREEMENT & TERMS OF CONTRACT- EVICTION**).
5. The university has a greater priority need for the leased apartment/housing.
6. Any changes that render the LESSEE ineligible for university housing. This could include changes in family, changes in job responsibility, changes in household needs, and so forth.

15. VACATING HOUSING:

15.1 Advanced Notice: Submit notice of your intent to vacate to the Office of Finance & Administration at least thirty (30) days prior to the date of intent to vacate the property. Ensure the entire housing unit is cleaned, including items within (stove, refrigerator, etc.). Verify there is no unpaid or delinquent rent.

15.2 Inspection: Print and Sign the **Inspection Request Form**. Be sure to include your forwarding address. Submit the form to the Office of Finance & Administration and return all keys. Verify that an inspection of the unit has been scheduled with Facilities Management.

16. RETURN OF SECURITY DEPOSIT:

Conditions that must be met in order for the LESSEE to receive a return of the security deposit, or portion thereof, are enumerated below:

1. The full term of the lease has expired
2. The LESSEE has given a written notice thirty (30) days prior to the day in which the property is vacated
3. No damage has been done to the property beyond normal wear and tear
4. The entire housing unit is cleaned, including things within (stove, refrigerator, etc.)
5. No stickers, scratches, or large holes are on or in the walls
6. There is no unpaid or delinquent rent
7. All keys are returned
8. All debris, rubbish and discards are removed or placed in proper rubbish containers
9. A forwarding address is left with the Vice President for Finance & Administration

It is understood and agreed that retention of the security deposit by the LESSOR does not abdicate the LESSEE of liability for all damage done to the property or failure to meet any related costs that are in excess of the security deposit.

17. BREACH OF AGREEMENT & TERMS OF CONTRACT - EVICTION:

17.1 Noncompliance: Alcorn State University reserves the right to evict the LESSEE from the property on the grounds of blatant noncompliance with the letter and spirit of this contract. In the event it becomes necessary for the University to evict the LESSEE, a minimum of twenty-four (24) hours advance notice will be provided.

However, if the cause for the eviction is of a nature where bodily harm has been inflicted by the LESSEE to anyone within the property or on university grounds, or if there is impending danger that such harm is likely to occur, or if there has been deliberate destruction of the property by the LESSEE or anyone in his care, the University is not obliged to provide any advance notice before the eviction is executed.

The following are grounds on which the University may evict the LESSEE:

1. Blatant and willful destruction of the rented property
2. Reported and proven deliberate assault (within the premises or on any university premises) on any member of the university community including spouse, children and/or authorized university representatives who are in the line of duty
3. Proof of involvement in any activity resulting in the immediate termination of the LESSEE from the university
4. Two or more warnings or refusal to comply with a given condition of the contractual agreement
5. Proof of involvement in illegal activities on the premises which actually resulted in or could result in the arrest of the LESSEE
6. Failure to maintain a clean and wholesome premise both within the housing unit and in the designated lawn area
7. Failure to cease and desist the use of abusive language, the playing of loud music or making any other noise that is disturbing to other LESSEES after two or more written warnings have been issued to the LESSEE
8. Failure to comply with legitimate regulations regarding the safekeeping, maintenance and well-being of the leased property

If a tenant neglects or fails to perform and observe any of the terms of this agreement, Alcorn State University shall give the tenant written notice of such breach requiring the tenant to remedy the breach or vacate the premises. As a result of a continuing breach, Alcorn may expel the tenant from the premises without limiting the liability of the tenant for the rent due or to become due under this agreement.

If the tenant has been given such a notice and has remedied the breach or been permitted to remain in the premises, and the tenant commits a similar breach, this agreement may be terminated. Management and housing authorities have the right to determine special circumstances and situations.

17.2 Illegal Drugs & Paraphernalia: Alcorn State University is a **DRUG FREE ENVIRONMENT**. Possession of illegal drugs or illegal drug paraphernalia in the complex will result in **immediate eviction** from housing, **termination of employment** with Alcorn, and **forfeiture of deposit**.

17.3 Assignments and Subletting: LESSEE shall **NOT**, without the prior written consent of the Vice President for Finance & Administration, assign or hypothecate this Lease or any interest herein, or sublet the Premises or any part thereof, or permit the use of the Premises or any part thereof by any party other than LESSEE. Any of the foregoing acts without such consent shall be deemed voidable actions and shall, at the option of the Vice President for Finance & Administration, constitute a default hereunder.

18. UNIVERSITY RESPONSIBILITIES AND OBLIGATIONS:

It is the responsibility of the University to ensure that the housing unit and its contents are clean and in good condition at the time it is leased. The University is responsible for doing all reported, needed repairs to the building and its contents in a timely manner. The University will enforce its housing regulations to insure that the LESSEE does not infringe on the rights of other tenants. The University will pick up garbage, which is placed in proper containers and in appropriate areas on a timely basis.

In order to maintain a pleasant and wholesome atmosphere around the housing unit the University will dispose of all abandoned cars, furniture or other obstructions at the owner's expense. Notification of the University's intention to take such action and the cost involved will be sent to the owner seven days (7) in advance. Where the obstruction is of a nature that it might cause bodily harm to other residents or it may present other health hazards, a twenty-four (24) hours' notice or NO NOTICE at all, may be given to the LESSEE.

19. INSPECTION OF UNIT & COMMON AREA:

The LESSEE agrees to allow authorized university representatives free access to the leased property at all reasonable hours for the purpose of inspecting or making necessary repairs to the property, and in emergency situations. This includes granting access to service professionals who have been contracted to render specialized services.

The University will make at least one annual inspection. After each inspection, the University will communicate its findings in writing to the LESSEE, including instructions for the decreasing of non-compliance and stating the consequences for continued violation.

Common Area Damage and/or cleaning fees/fines will be assessed should any resident damage or pollute the complex area. By signing this housing rental contract, the LESSEE agrees that these responsibilities, fines, and fees be assessed and taken via payroll deductions. Authorized management will provide detailed information and warnings if the upkeep of the common area or unit is not meeting standards for cleanliness and damage assessments.

20. LIMITATION AND/OR RESTRICTIONS:

Alcorn State University has the right to change, add, delete, modify, housing rental contract guidelines or housing policy at any time. The University will make every reasonable attempt to inform the LESSEE of these changes prior to their effective date through University email, written notice, or memorandum. It is ultimately the LESSEE's responsibility to understand and be aware of changes in housing policy and procedure and the contract guidelines at all times.

The University shall not be liable to the LESSEE for any damages caused to the personal property of the LESSEE resulting from an act of God and/or resulting from negligence of the LESSEE. Such negligence of the LESSEE may include: a) failure to report needed repairs, b) overloading of electrical circuits, and c) improper use of appliances and equipment.

By signing the housing rental contract and housing application packet, you the LESSEE, agree to all conditions, policies, and procedures stated in the application and contract guidelines. You also agree by signing the contract and application that all monies due for rent, fines, fees, and/or deposits you are assessed be deduction from your payroll unless otherwise specified. You also agree that by signing the contract and application, you are responsible for keeping all areas in and around the employee complex clean & free of unsafe objects, garbage or debris. Finally, by signing this agreement, you as the LESSEE have been made fully aware of all contract rules, policies, and procedures. It is your responsibility to be aware & fully compliant of any changes, additions, modifications, or deletions that occur to the housing rental contract or housing policy during your active living status in the complex.

This contract, when duly signed and executed by the LESSEE and an authorized University representative, represents a formal agreement between rules and regulations governing the rental and occupation of the premises; however, the LESSEE is expected to familiarize himself/herself with the Housing Policy. The LESSEE is in no way rendered to be excused from meeting contractual responsibilities due to ignorance or misunderstanding of the conditions of this contract.