

# FONTBONNE UNIVERSITY OFF CAMPUS HOUSING APPLICATION

Residential Life  
Fontbonne University  
6800 Wydown Blvd.  
St. Louis, MO 63105-3098  
Phone (314) 889-1411  
Fax (314) 889-4565 or email [chickman@fontbonne.edu](mailto:chickman@fontbonne.edu)

**11 MONTH CONTRACTS**  
Cotta Hall  
The Woods

**Office Use Only**

Date Received \_\_\_\_\_  
Amt. Receive \_\_\_\_\_  
Student ID # \_\_\_\_\_

Name \_\_\_\_\_

**Please Print** Last First M. I.

Address \_\_\_\_\_

Street

City

State

Zip

CELL Number (\_\_\_\_\_) \_\_\_\_\_ Home Phone (\_\_\_\_\_) \_\_\_\_\_

Social Security Number/Passport Number \_\_\_\_\_ Date of Birth \_\_\_\_\_ Age \_\_\_\_\_

Class Status:  Junior  Senior  Graduate/Masters Program  other \_\_\_\_\_ Cumulative Hours \_\_\_\_\_

Have you ever been convicted of or plead guilty to a crime including, but not limited to, a felony or misdemeanor, are any criminal charges now pending against you?  Yes  No If yes, please specify the nature and circumstances of the offense, the date it occurred, the name and location of the court, and the sentence imposed. Please submit court documentation and parole officer contact information, if applicable. \_\_\_\_\_

Applicants who have been convicted of or plead guilty to a misdemeanor or felony may be required to go through an interview process and background check before being admitted to a Residence Hall. The Director of Residential Life will make all final decisions regarding admission to the Residence Hall and may impose conditions on the Student's admission to the Residence Hall.

**COMMENCEMENT AND ENDING DATE OF CONTRACT:** The term of this Lease shall be an **eleven (11) month contract** or otherwise specified length of time. **This Lease**, made and entered into this \_\_\_\_\_ day of **September, 2008 (mo/yr)** and ends **31<sup>st</sup> day of July, 2009 both dates inclusive**, by and between Fontbonne University, 6800 Wydown Blvd., St. Louis, MO 63105 and the above listed The Student are jointly and severally responsible under this Lease.

Address: **Cotta Hall 6701 San Bonita Apt. No.** \_\_\_\_\_, St. Louis, MO 63105 **(2 people per apartment)**

Address: **The Woods 14 Founders Way Apt. No.** \_\_\_\_\_, St. Louis, MO 63105 **(3 people per apartment)**

Apartment Roommate Preferences: \_\_\_\_\_

**ALL ACCOMMODATIONS PROVIDED BY THE UNIVERSITY ARE SMOKE-FREE ENVIRONMENTS.**

If a The Student is requesting accommodations in university sponsored housing, the Student has an obligation to the Office of Residential Life to self-identify that he or she has a disability and that he or she requires accommodation. The Student has an obligation to provide appropriate and verifiable documentation of the disability. The Student has an obligation to provide notification in a timely fashion.

Please return this application with one hundred fifty dollar (\$150.00 US) security deposit. For first time applicants choosing not to accept a housing assignment prior to July 1 for the fall semester the security deposit is will be refunded, less a twenty-five dollar (\$25.00 US) processing fee. Only upon receipt of the completed, signed housing application contract and deposit by the Office of Residential Life will the Student receive a housing assignment. All cancellations must be received in writing by deadline date. No refund will be made for cancellations received after July 1 for fall semester.

**This housing application must be signed to be valid. By signing this application, the The Student agrees to occupy the accommodations provided by the University.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

# FONTBONNE UNIVERSITY OFF CAMPUS CONTRACT

**CONTRACT TERMS.** This legal contract and agreement is entered into between Fontbonne University and the undersigned Student. This contract is not transferable or assignable by the undersigned The Student.

## HOUSING ASSIGNMENT: \_\_\_Cotta Hall \_\_\_The Woods

The University agrees under the terms of this contract to provide a space in one of the rooms in a residence hall. The Student agrees to pay the rent in accordance with the schedule of fees, which has been published for the current year. The University reserves the right to increase rates for room, other service options at anytime during the term of this contract upon giving 45 days written notice to the Student. The University reserves the right to deny a resident housing during such breaks as Thanksgiving, Christmas, Spring and Easter or any other break as designated by the University if the resident poses a problem to the interest of order, health, discipline or general well-being of others in the residential community.

### 1. RENT, CHARGES FOR LATE PAYMENTS, RETURNED CHECKS AND DAMAGES:

- a. The Student agrees to pay Fontbonne University at such place designated by Fontbonne University, without prior demand therefore and without a deduction or set-off whatsoever, eleven (11) equal payments beginning in September in monthly installments in advance of or **on the first day of the month.** Payment should be made directly to Fontbonne University Business Office.
- b. If The Student's rent is not received on or before the first day of the month, The Student shall pay additional rent charge in the amount of **\$25.00.** If The Student's rent is not received by the close of the fifth (5<sup>th</sup>) day of the month, The Student shall pay as additional rent charge in the amount of **\$5.00 per day** for a total additional rent charge of **\$50.00.**
- c. The Student will be charged as liquidated damages, a fee of **\$35.00** for a check that is not honored for payment by a financial institution. If The Student's personal check is not honored for payment for any reason, then The Student will be required to make all future payments by cashier's check or money order. This includes payment pursuant to any existing balance as well as all future payments due.
- d. The Student agrees to pay the cost, as defined in this paragraph, of repairing all damages to the Leased Premises and the property where it is located beyond ordinary wear and tear, and all damages that are caused by the negligent or willful conduct of The Student or occupants of the Leased Premises or their guests. The cost charged to The Student will be Fontbonne University's cost of the items replaced and/or materials used plus fifteen percent (15%), and Fontbonne University's cost for labor. If a contractor other than Fontbonne University makes the repairs, The Student shall pay the full cost thereof. All sums based on cost of repairs under this paragraph are due within thirty (30) days after Fontbonne University makes request for payment.
- e. Fontbonne University's acceptance of rent from other than The Student will not constitute a waiver of any rights, claims, or actions Fontbonne University may have against The Student. Any acceptance of rent from other than The Student will not relieve The Student of his duties and obligations to Fontbonne University, including, but not limited to, the payment of rent and liability for any damages to the premises.

2. **SECURITY DEPOSIT.** The Student has paid a **\$150.00** security deposit. Within thirty (30) days after termination of the tenancy, Fontbonne University shall return the full amount of the security deposit or withhold so much of the deposit as may be necessary to (i) restore the premises to its condition at the beginning of the tenancy; or (ii) remedy a default in the payment of rent to the University or has an outstanding debt to the University. (iii) The Student shall remain liable for the cost of all damages, ordinary wear and tear excepted, remaining unpaid after The Student's application of the security deposit. The Student understands that the security deposit shall not be used for rent or other charges prior to terminating the occupancy.

3. The Student shall be responsible for payment of the full amount of the charges for the entire contractual period, unless the Student cancels by the appropriate deadline. **Failure to occupy an assigned room/room or call the Office of Residential Life after the contract is in force does not constitute cancellation of this contract.** When a reservation has been made and a contract signed for an upcoming year, cancellations can be made before the specified deadlines with no penalty, except for first time applicants. **Cancellations after July 1 for the fall semester will result in forfeiture of the security deposit for all applicants. For first time applicants choosing not to accept a housing assignment prior to July 1 for the fall semester, the security deposit will be refunded, less a twenty-five (\$25.00 US) processing fee.**

4. **HOUSING ASSIGNMENT.** No housing assignment will be made until a signed application contract and the security deposit are received by the Office of Residential Life. Reasonable consideration will be given to the Student's preferences for accommodations and roommate(s). However, the contract is for space in University housing and not for a particular accommodation, room or roommate. The Student's failure to claim his/her room may result in reassignment of The Student's room, or may relieve the University of its obligation to provide a room for the Student in University housing. The Student must claim his/her assigned room before 5:00 p.m. on the first day of classes for any enrolled program. The Student claims his/her room by checking into the room in person, or by notifying the Office of Residential Life that his/her arrival will be delayed. The Student's failure to claim his/her assigned room could result in reassignment.

5. The University reserves the right to make room assignments. If a Student is on the wait list, he or she will be assigned, as space becomes available. The University also reserves the right to move a Student whose behavior is judged to be detrimental to the quality of the living environment. A move because of disciplinary sanctions may occur until the last day of each semester.

6. **TRUTH OF THE STUDENT'S REPRESENTATIONS.** The Student warrants that the information given by The Student in the application is true. If such information is materially false, the Fontbonne University may at the University's option terminate this Lease. The Student must be registered as a full-time graduate or undergraduate, as defined in the University catalog, to qualify for housing. Exceptions may be made at the discretion of the Office Residential Life.

7. The University agrees to furnish each living space with basic furniture, such as, but not necessarily, a desk, chair, bed, mattress, and drawer space, kitchen appliances and living room furniture. The Students are responsible for keeping their residence, furnishings, and fixtures clean and in good condition. The Student agrees to submit a complete inventory form indicating the condition of the room, its fixtures and furnishings to the Office of Residential Life within three (3) days after check-in. Failure to submit this form within the time specified shall constitute conclusive proof of acceptance by the Student of the space and its fixtures and furnishings as being in good condition. Upon checkout, the Student will pay for missing furniture, repair of any damages beyond normal wear and tear to restore the room, and/or furnishings to the condition noted on the inventory form. Unless it can be otherwise conclusively determined, all The Students assigned to a room/residence unit will be responsible for an equal share of liability.

# FONTBONNE UNIVERSITY OFF CAMPUS CONTRACT

8. The University agrees to provide each building with the basic utilities consisting of heat, cooling, hot and cold water, electricity, telephone services, cable television, and wireless internet access. Temporary interruption of such services shall not constitute grounds for cancellation of the contract or a partial refund of the room charges.
9. **USE OF APARTMENT AND OBLIGATION TO COMPLY WITH RULES AND REGULATIONS.** The leased premises shall be occupied solely for residential purposes by The Student and those other person(s) specifically listed. The Student shall not commit, nor permit others to commit, any unlawful act in or about the Leased Premises. The Student shall not permit the Leased Premises to be used as a boarding or rooming house. Waterbeds are strictly forbidden. The Student shall not use any item or instrument, musical or otherwise, to create loud or unusual noises which carry outside the Leased Premises and which unreasonably interfere with other tenants' right of quiet enjoyment of the Leased Premises. The Student shall not use the Leased Premises for any purpose or in any manner which may increase Fontbonne University's insurance rates. The Student shall not keep, nor permit to be kept, any flammable fluids or explosives in or about the Leased Premises. The Student shall not use, nor permit others to use, the Leased Premises for any purpose or in any manner, which will tend to damage the Leased Premises, Fontbonne University's reputation or property. The Student shall not annoy, obstruct or interfere with the peaceful occupancy of other The Students of the Apartment Community, or of inhabitants of the neighborhood; nor affect anyone's property or effects thereabout. The Student shall not use, or permit others to use, the common hallways, stairways, landings, or other common areas as playing or congregating places; no personal property of any kind shall be allowed to remain thereon or thereabout. The Student shall not use the exterior of the Leased Premises, including windows, balcony, patio, etc. to hang, air dry, or have clothing, bedding, covers, or similar items; nor shall any supports therefore be installed. The Student shall not extend or attach any item or article through or upon any window, opening or exterior thereof, without the prior written consent of The University. The Student shall not alter, change, effect or install any locks or locking devices in or about Leased Premises without the prior written consent of The University.

The Student shall use only small nails for hanging items on walls. No holes shall be punched or bored into walls, ceiling or floors, and no screws, large nails, hooks or hangers (whether adhesive or non-adhesive) shall be inserted into or affixed onto walls, ceilings or floors without the prior written consent of The University.

The University has the right to regulate vehicle parking on the above property and to require the registration of all vehicles.

Fontbonne University students must also comply with all rules and regulations set by the University. The University prohibits the illegal possession, use, or transfer of any controlled substance as defined in the statutes of Missouri. The possession or storage of any firearm or deadly weapon is prohibited. Tampering with any life/fire safety equipment is also prohibited.

The Student accepts responsibility for and is held liable for the conditions of accommodations assigned and shall reimburse the University for all damages done within or to said accommodations. The Student accepts full responsibility for the conduct of his/her guest.

10. **PET POLICY:** The Student shall not keep any domestic or wild pet or animal in, on, or about the Leased Premises. Violation of this provision shall be deemed to be a material violation and may result in the termination of tenancy.
11. **THE STUDENT TO INSURE POSSESSIONS.** The University accepts no responsibility for losses of or damages to resident's property. The Student is responsible for acquiring insurance to cover their personal belongings if such coverage is desired. The student further agrees that the University shall not be liable for any damage to the Student and his/her property, or any other person occupying or visiting the leased premises or building, resulting from the leased premises or building or any part thereof or any appurtenances thereof being temporarily out of repair due to damage caused by the elements or mechanical failure, or fire, or due to the happening of any accident in or about the building or apartment, or due to any act or neglect of any other resident or person within or about said building.
12. **ACCESS BY FONTBONNE UNIVERSITY:** The Student and Fontbonne University agree that Fontbonne University and authorized representatives of Fontbonne University, and/or Concordia personnel, upon giving advance notice of intention to enter the leased premises, may enter the premises to inspect, make necessary or agreed repairs, decorations, alterations or improvements, and supply necessary or agreed services by workmen, or contractors, or as is otherwise necessary in the operation and/or protection of the building, its components or persons therein. Fontbonne University shall be provided with and shall retain and use any copies of keys necessary for access to the Leased Premises. The Student agrees that The Student's request for repairs shall be considered notice of Fontbonne University's intention to enter the leased premises. The Student further agrees that Fontbonne University's receipt of The Student's notice to vacate shall be deemed notice of Fontbonne University's intention to enter for purposes of inspection and presentation to prospective residents. The Student agrees that the Fontbonne University, or Fontbonne University's delegate, may enter the Lease Premises at any time without advance notification when there is an emergency such as fire, flood or other hazardous condition or where there is reasonable cause to believe that an emergency exists. It is agreed and understood that for routine inspections, preventative maintenance procedures, or inspections by Code inspectors, posting a written notice in the central mail delivery area and/or in the central utility area of the premises shall be regarded as notice to enter.
13. During the contractual period, the Student can be released, in the University's sole discretion, from the contract at semester break for the following reasons:
- Official withdrawal from the University
  - Graduation
  - Dismissal from the Residence Hall or University
  - Failure to make payments to the University when due.
  - If fire or other casualty makes the room uninhabitable.
  - Marriage
- The University reserves the right to cancel the contract if the University determines, in its sole discretion, that the continued residency of the Student may pose a problem to the interest of order, health, discipline, environment or general well-being of other members of the residence hall community.
14. The current security deposit will be refunded to the Student for the following reasons:
- Upon completion of the contract term (subject to the provisions of this contract).
  - The University is unable to assign a room to a The Student due to lack of space.
  - University non-acceptance; admittance to a academic program is not granted by the University during any term of the contractual agreement, provided the Student notifies the Office of Residential Life, in writing, of their non-acceptance by the University within seven (7) days of the date their notice of non-acceptance was received.
  - Official withdrawal from the University
  - The University, in its sole discretion, determines to release the Student from his or her obligations under the contract (described below).

# FONTBONNE UNIVERSITY OFF CAMPUS CONTRACT

15. The Student agrees to abide by all of the laws and the housing and University rules as published in the Student Handbook, and the Residence Hall Handbook (which are incorporated herein by this reference) as they are now stated and as they may be duly adopted or revised and distributed by the University to The Students during the term of this contract.
16. The Student agrees to follow the prescribed checkout procedure, before vacating the halls. The checkout procedures are:
- Making an appointment in advance with Residential Life staff so as to be sure that a staff member will be present when the resident is ready to leave. This is the Student's responsibility.
  - Clean the apartment. The Student is responsible for leaving it in a clean condition. Failure to do so will result in a cleaning charge being assessed.
  - Turn in any keys associated with the housing accommodations, including entrance key card and room key, if applicable.
  - Have the room inspected by a Residential Life staff member.
  - Sign the room condition form. Failure to complete this checkout procedure fully by the published time deadline will result in forfeiture of the security deposit and cause the imposing of late checkout fines.

17. **COMMON AREA DAMAGE:** At the end of the contract, each The Student will be assessed for unclaimed vandalism that occurs on his/her residence. The repair or replacement cost of the vandalism will be at the expense of each resident. If vandalism occurs in a common area, all The Students residing in that residence will be assessed a portion of the repair or replacement cost. To avoid having to pay this cost at the end of the semester, The Students will need to take pride in the appearance of his/her residence. Reports of vandalism should be made promptly to the Office of Residential Life.

18. **TERMINATION AND RETURN OF POSSESSION:**

**Upon the termination of this lease or The Student's right of possession, whether by lapse of time or otherwise, The Student shall deliver immediate possession of the leased premises to Fontbonne University and deliver all keys to Fontbonne University, or as Lessor otherwise directs, which action shall establish the date and time of vacation of the leased premises by the Student.**

**If The Student vacates the premises prior to the end of the Lease term, the Student shall remain liable for all amounts due for the remainder of the term or agreed extension of this Lease. The Student shall remain liable for all other charges accrued pursuant to early termination of this Lease or any extension thereof.**

**The Student agrees that in the event The Student fails to vacate the Leased Premises upon termination of this lease that:**

**The Student shall pay as liquidated damages for the entire time that possession is withheld a sum equal to two times the amount of rent herein reserved, pro-rated per day of such withholding, plus Fontbonne University actual damages resulting from such withholding**

**No action or failure to act of Fontbonne University except as herein provided shall operate as a waiver of Fontbonne University right to terminate this lease and The Student's right of possession nor operate to extend the term thereof.**

19. **HOLDING-OVER.** If The Student holds over after termination of this lease, The Student shall be liable for twice the reasonable rental value of the premises, plus any special damages incurred by Fontbonne University, in addition to all other obligations of The Student hereunder until The Student delivers the keys to the premises to Fontbonne University.

20. **ASSIGNMENT, SUBLETTING AND RELETTING.** The Student shall not sublet the apartment (nor any part thereof) and shall not assign this Lease and shall not permit any transfer of the Student's interest by operation of law except with the University's prior written consent.

21. **ABANDONMENT.** Items or personal belongings which are left in the off campus site after the end of the contractual period, will be considered abandoned and may be removed or disposed of. When items are removed, a charge may be assessed.

22. **WAIVER OF LIABILITY**

**THE STUDENT HEREBY AGREES THAT FONTBONNE UNIVERSITY SHALL NOT BE LIABLE TO THE STUDENT, HIS/HER FAMILY, GUESTS, INVITEES, SERVANTS, OR OTHERS FOR INJURY TO OR DEATH OF ANY PERSON OR PET, NOR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE PROPERTY OF THE STUDENT) OCCURRING IN OR ABOUT THE PREMISES FROM ANY CAUSE WHATSOEVER EVEN IF THE DAMAGES OR INJURIES ARE ALLEGED TO BE THE FAULT OR CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF THE FONTBONNE UNIVERSITY.**

**SIGNATURE:** The Student applicant has reviewed and accepted the terms of this contract:

Print Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Should any clause or portion of this contract be held invalid, the other portions will be considered in force.**

**Fontbonne University does not discriminate on the basis of race, color, gender, religion, age, gender orientation, national or ethnic origin, or disability in the administration of its educational, admission, and housing policies; scholarship and loan programs; and athletic or other school programs.**