



Terms and Conditions

The following are the terms and conditions for a rental agreement between Conference Services, Housing & Residence Life, University of Dayton, hereafter referred to as "University" and any University guests staying in Lawnview Apartments for Family Weekend 2023, hereafter referred to as "Tenant" for the purpose of providing services by University to Tenant. The parties agree as follows:

1. This rental agreement is for an apartment at: **201 Lawnview Ave; Dayton, OH 45469**
2. The rental period covered is **09/29/2023** through **10/1/2023**.
3. The rent for the time period listed above is **\$450.00**. Rental fees include all utilities, water, sewer, electric, gas, University cable TV, and local phone service. Long distance telephone service is not included. WiFi is available and appropriate access codes will be provided upon University receiving a signed contract and payment.
4. The University provides the apartment as furnished to include the bedroom and living room furniture suitable for the number of residents on the lease. The University will not provide kitchenware (this excludes major appliances such as fridge, microwave, dishwasher, and oven), cookware, and dinnerware. Bedroom and bathroom linens are included in this lease.
5. Payments not received by the due date are subject to a 10% late fee and are subject to termination of the lease.
6. **Cancellation:** Rental Agreement can be terminated with 7 days' notice. Unused portion of a month will be prorated. All cancellations must be made by contacting Conference Services by email at: conferences@udayton.edu.
7. **Keys:** Two (2) keys and two (2) access cards will be issued to the Tenant at the beginning of this Rental Agreement. Extra keys can be requested by emailing: conferences@udayton.edu. Lost keys will result in a lock change at Tenant's expense of \$125.00. Lost access cards will result in a replacement cost of \$25.
8. **Pets:** Pets are not permitted in University housing. Any evidence of pets in University housing will result in an additional \$500.00 excessive cleaning charge billed to the Tenant.
9. **Minors in Residence and On-Campus:** Tenant, all residents, and guests must abide by the University [Minors Policy](#). Minors in UD housing or on campus who are not participating in a University program are the sole responsibility of the employee, student, or visitor. The person bringing the child to campus is responsible for all aspects of the minor's behavior including the minor's safety and is financially responsible for any damages caused by the minor.

Space being leased is part of a college campus. The University is not responsible for the activities and behaviors of other tenants or University students. The University will address issues related to breach of contract in residential spaces.



10. Maintenance: Tenants shall use, operate and maintain the equipment furnished by the University in accordance with the directions of the manufacturer and such additional instructions as University may give. No alterations or repairs are to be made to University housing by Tenant. University shall maintain and keep in good condition the roof, walls, structural parts, main hallways, and all other commonly used parts and portions of the building. The University is responsible for all plumbing, heating, and minor maintenance repairs. To request maintenance repairs, complete a work order online at <http://workorder.udayton.edu> and submit new residential request under Students (Residential Areas). Maintenance staff can also be reached for emergencies at 937-229-2049 8:30am-4:30pm, Monday through Friday or by contacting Public Safety at 937-229-2121 after hours.
11. Entry: University employees shall have the right to enter and inspect the premises during reasonable hours, and upon reasonable notice, for emergencies, to investigate potential policy violations, to make repairs, alterations, or improvements. Any repairs, alterations and improvements undertaken by University shall be executed with reasonable diligence and all portions of the premises and building affected shall be restored to as good a condition as before the work. University shall not be liable for inconvenience to Tenant or damage caused to Tenant's property by any such work, nor shall any entry have any effect upon this Rental Agreement or upon the obligations of Tenant. If entry to the premises shall be necessary for emergencies and Tenant is not present or otherwise able to open the premises, University employees may enter by use of a master key or forcible entry. University shall incur no liability of such entry, provided reasonable care is given to Tenant's property.

In the event that a minor is left unattended, the University reserves the right to enter the premises following the University's Minors on Campus policy.

12. Tenant is not permitted to use the premises for any business or to sublet the premises.
13. Personal Property: The University is not liable for any Tenant's personal belongings which may be lost, stolen or damaged while Tenant occupies premises. Tenant agrees to assume and bear the risk of loss with regard to all personal property kept or maintained in all University housing facilities. The University does not carry insurance covering any such loss or damage and assumes no responsibility for the payment of any such loss or damage. Tenant is encouraged to keep her/his space locked and her/his valuables secured at all times.
14. Damage & Excessive Cleaning: Tenant agrees that she/he is responsible for full payment for any loss, damage, or excessive cleaning to the room, furnishings, fixtures, equipment or public use areas provided him/her by the University. The University reserves the right to charge Tenant where vandalism occurs in a common area that cannot be traced to a specific person, group, or incident. Tenant may not remove University property from rooms, lounges, hallways, kitchens, etc. Tenant shall take good care of the premises and shall keep them in good sanitary condition, and, at termination of the Rental Agreement, shall return the premises in as good a condition as when it was received, ordinary wear accepted. *The Department of Housing and Residence Life reserves the right to no longer rent to guests who cause extensive damage to University residential facilities.*
15. Behavior: Tenant is responsible for all her/his activities and her/his guests' activities taking place on the premises. Loud or excessive noise, public intoxication, littering, or inconsiderate treatment



of other surrounding residents will not be tolerated and may result in eviction from the premises and a forfeiture of this Rental Agreement. Fires of any kind are prohibited on or within University of Dayton premises. This includes, but is not limited to, grills, hibachis, fire-pits, bonfires, or any other type of flame-inducing device. *The Department of Housing and Residence Life reserves the right to no longer rent to guests who are inconsiderate of other guests, cause a disturbance in the community, and/or exhibit behavior that is deemed inappropriate by University staff.*

16. Lead Warning Statement: To fully comply with the Federal EPA regulations regarding communications about use of lead-based paint in residential facilities, the following information is provided to all residents of campus-owned and leased housing; specifically Residents are asked to read Protect Your Family from Lead in Your Home before signing your Housing Contract.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Students can access this information at:
<https://www.epa.gov/lead/protect-your-family-lead-your-home-english>

Lessor's Disclosure: The University of Dayton has no knowledge of lead-based paint and/or lead-based paint hazards in this leased housing. University has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in this leased housing.

17. The terms of this Rental Agreement can be voided if Tenant does not maintain good standing with the University of Dayton and does not abide by all applicable sections of this rental agreement.