





DUNCAN UNIVERSITY SUITES

Cedar City's Finest Single Student Accommodations

Used as upper scale vacation homes during the summer months – All come fully furnished

2010-11 Academic Year Housing Application and Contract

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| This packet contains both your application and your housing contract. Send this application and \$200 deposit to: Duncan University Suites 555 South 300 West Cedar City, UT 84720 | | | |
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| Nana's Guest House 239 West College Avenue | Annie's Cottage 375 South 300 West | The White House 395 South 300 West | The Dungeon 395 South 300 West |
| 2 bedroom, 1 bath located across the street from campus | 2 bedroom, 1 bath located 1 block from campus | 5 bedroom, 2 bath located 1 block from campus | 2 bedroom, 1 bath located 1 block from campus |
| <input type="checkbox"/> Shared room - \$995.00/Semester <input type="checkbox"/> Private room - \$1445/Semester | <input type="checkbox"/> Shared room - \$895/Semester | <input type="checkbox"/> Shared room - \$865/Semester <input type="checkbox"/> Private room - \$1265/Semester | <input type="checkbox"/> Shared room - \$845/Semester |
| Name (Last, First, Middle): | | Birth Date (mm/dd/yyyy): | Current Phone Number: |
| Application For: (mark one) <input type="checkbox"/> 2010-11 Academic Year (Fall & Spring) <input type="checkbox"/> 2011 Spring Only | | Returning Resident: <input type="checkbox"/> Yes <input type="checkbox"/> No As a returning resident, I have previously submitted my housing deposit and wish to have it applied to this application | |
| Current or proposed Major: | | Class Standing: <input type="checkbox"/> Freshman <input type="checkbox"/> Sophomore <input type="checkbox"/> Junior <input type="checkbox"/> Senior | |
| Permanent Address (number, street, apartment # or PO Box): | | City, State, Zip: | |
| Phone Number (Include area code): | | Email Address: | |
| Emergency Contact: | | Contact Phone Number (Include area code): | |
| Your Acknowledgement and Acceptance (please read and sign) <i>By signing this application I am aware of and agree to the following:</i> <ol style="list-style-type: none"> 1. The purpose of the \$200 deposit accompanying this application is to guarantee Duncan University Suites that I will be occupying the facility, and that I will leave it clean and in good condition. 2. This deposit will not be applied to rent. 3. I am aware that if I cancel my application, I must give Duncan University Suites written notice that I am canceling before May 1st to receive my full deposit back minus a \$50 cancellation fee. If applying after May 1st, I understand that I will have a 2 week period from the date of application to cancel and get my full refund minus the \$50 cancellation fee. I understand that if I do not give written notice by these dates, I will forfeit my entire deposit. 4. The terms of this contract apply to the full academic year – fall and spring semesters. If applying for fall semester only, I understand that I am responsible for selling my contract, or paying for the balance of rent due for the full academic year. 5. I have read and agree to abide by the Duncan University Suites' Occupancy Contract for the full term of the contract. | | | |
| _____ Signature (required) | | _____ Date | |

Duncan University Suites

Occupancy Contract

1. APPLICATION: A completed housing application and signed acceptance plus a \$200 deposit are necessary before a student can be considered for a room.

By signing the above acknowledgement and acceptance of the 2010-2011 Academic Year Housing Application and Contract, the applicant agrees to abide by these occupancy contract guidelines.

2. LENGTH OF AGREEMENT: The terms of this contract apply to the full academic year, fall and spring semesters. If started after the beginning of Fall Semester, the agreement is in effect for the balance of the academic year. If applying for fall semester only, the applicant is responsible to sell her contract, or be responsible for all rent for the entire academic year.

3. OCCUPANCY: The contractual agreement begins upon receipt of room keys and is terminated at 6:00 p.m. on the day after examinations of Spring Semester. Students who are granted permission to occupy accommodations prior to the scheduled check in date or stay after the scheduled check-out date may do so if permission is granted and shall be charged a daily rate of \$10 per day for the extra days to be paid in advance.

4. CANCELLATION POLICY: A 100% refund of deposit minus a \$50 cancellation fee will be given if cancellation is made prior to May 1. If applying after May 1, the applicant will have a 2 week period from the date of application to cancel and get a full refund minus the \$50 cancellation fee. Cancellation after these dates will result in the forfeit of the entire deposit.

5. DEPOSIT USE: The deposit will act as a security, damage, and cleaning deposit and will be held for the full length of the contractual agreement. All residents must maintain a full deposit throughout their occupancy. Residents may allow the deposit to be carried forward to hold a reservation for the following Academic Year.

6. DEPOSIT REFUND: The deposit will be refunded to the student upon completion of the contractual agreement for the full term and only when a proper check-out is completed. The deposit will be forfeited in the event that the student moves out before the end of the contractual agreement or that a proper check-out is not completed.

7. CHECK-OUT PROCEDURES: The student shall follow the following check-out procedures:

- A. Pick up cleaning instructions from Duncan University Suites.
- B. Thoroughly clean your personal space and assigned common areas.
- C. Remove all personal belongings from home.
- D. Make an appointment to check out.
- E. Return all keys assigned at check-in.

Unless all of these items are satisfactorily completed, a proper check-out has not been executed and rent/penalty will continue to be assessed. A \$60 re-key charge will be assessed for any lost keys.

8. INSPECTIONS: Duncan University Suites reserves the right of entry to student rooms for purposes of repairs and inspections, protection and maintenance of property, as well as safety of its residents.

9. LIABILITY RESPONSIBILITY: Duncan University Suites assumes no responsibility for loss or damage to clothing, valuables, money, or other personal property, from fire, theft, malfunction of mechanical equipment, water damage, or other causes.

10. CHECK-IN/CHECK-OUT DATES: Check-in date is Saturday, August 23, 2008 for the White House, the Dungeon and Annie's Cottage. Check-in date for Nana's is Monday, Sept. 1, 2008. Check-out date for each home is Saturday, May 2, 2009.

11. RENT PAYMENTS: The renter agrees to pay the amount of rent as printed on the application form. Fall Semester rent is due upon move-in or the first day of the Semester, whichever comes first. Spring Semester rent is due when returning from break or the first day of the Semester, whichever comes first. If paying by the month, the rent will be \$40 more than the published semester rate.

12. LATE FEES: A late fee of \$15 per week will be charged for each week rent is not paid in full.

13. UTILITIES: Water, sewer and garbage will be paid by landlord. Telephone, cable TV, and high speed internet will be paid by the landlord. All other utilities including gas and electricity will be paid by the renters.

14. PETS: The renter agrees to keep no pets on premises.

15. STANDARDS: The renter agrees to abide by the following standards: No smoking, drinking, illegal drugs, stealing or any other unlawful practices while living in Duncan University Suites. The renter agrees to take good care of the apartment and its' furnishings. The renter agrees to respect the rights of others in adjoining apartments and neighborhoods. The renter is not to have overnight guests (female only) without written permission from roommates and owners.

16. UPKEEP: The owner agrees to make repairs that go with reasonable wear and tear on the apartment; but damages brought by the neglect or carelessness of the renter will be charged to renter. It is specifically agreed that no tacks, nails, or screws will be driven into walls or woodwork and that no adhesive attachments will be made to the walls and woodwork that will mar the paint, without consent of the owners.

17. ACCESS: It is mutually understood and agreed that the owners shall have access to the apartment at all reasonable times to inspect and protect and maintain the property; and in case either party has given notice of termination of this lease, the owners may show the apartment to any prospective renter.

18. CONDITIONS: Failure of renter to keep any of the above agreements constitutes sufficient cause for immediate termination of this lease. If renter breaks this agreement and any court proceedings are necessary, owner is entitled to be repaid their attorney's fees and court costs.