

The Courtyard
Private Housing Facility Managed by Winthrop University
Suite Lease
WUREF Development, L.L.C., Owner/Landlord
Winthrop University, Management Agent

This is a lease agreement between the WUREF Development, L.L.C. (hereinafter "Owner"), and the individual student (hereinafter "resident"). Winthrop University (hereinafter "University") manages this agreement on behalf of the Owner. This lease entitles the student to the use of The Courtyard at Winthrop (hereinafter, the Premises or The Courtyard) accommodations only in such a manner as set forth herein and the Student Handbook. **This lease may be terminated by the student only under the conditions specified herein.**

PLEASE READ BEFORE SIGNING.

PAY SPECIAL ATTENTION TO ARTICLE I, SECTIONS 7, 8 and 9 regarding eligibility, terms and cancelation policy.

Students and their parents or guardians are urged to read carefully the terms and conditions of this lease. If the student is under 18, a parent or guardian must sign this lease along with the student. The Owner/Landlord agrees to provide accommodations under the conditions of this Suite Lease.

The Suite Lease you are about to sign is a legally binding contract. Upon notification of a specific room assignment, this Suite Lease becomes legally binding. *It is the Resident/Tenant's responsibility to check with family members, financial aid, etc. to insure that they are able to uphold their financial obligations before signing and returning the lease. It is expressly understood that this Lease is for the entire Lease Term noted when you receive your room assignment, regardless of whether the Resident/Tenant is for any other reason unable to continue occupying the premises. Accordingly, the Resident/Tenant's obligation to pay semester/term rent hereunder shall continue for the entire Lease Term and until all sums due Owner/Landlord have been paid.*

You may print a copy of the Suite Lease for your files at the web site www.winthrop.edu/reslife/forms

Shelia Higgs Burkhalter
OWNER/LANDLORD (or its agent)

ARTICLE I

The Student (hereinafter "Resident/Tenant, Student or You") understands they are leasing from WUREF Development, L.L.C. (hereinafter "Owner/Landlord"), the premises identified as a Suite _____ Bedroom _____ in the student housing complex known as The Courtyard at Winthrop, (hereinafter, the Premises or The Courtyard).

1. Lease Term. The exact dates of the lease term and the move-in date will be determined by the university calendar. Lease Term: All lease rates are for

a(n) _____ lease term beginning on or about _____ and ending
on _____.

The lease rate per Resident/Tenant will be for a _____ Bedroom _____ Bath at a rate of _____ per _____, per person

Resident/Tenant must sign and return this Suite Lease to the Landlord's Agent's Office by _____. As of the return date and notification of a specific room assignment, this Suite Lease becomes legally binding. It is the Resident/Tenant's responsibility to check with family members, financial aid, etc. to insure that they are able to uphold their financial obligations before signing and returning the lease. It is expressly understood that this Lease is for the entire Lease Term regardless of whether the Resident/Tenant is for any other reason unable to continue occupying the Premises. Accordingly, the Resident/Tenant's obligation to pay semester/term rent hereunder shall continue for the entire Lease Term and until all sums due Owner/Landlord have been paid in full.

During the Lease Term Owner/Landlord shall have the right to move the Resident/Tenant to similar accommodations within The Courtyard or available accommodations in another residence hall if an accommodation is not available within The Courtyard. Resident/Tenant may request a room change to another room within The Courtyard or available room in another Winthrop University residence hall. If Resident/Tenant fails to meet the eligibility requirements contained herein, Owner/Landlord shall have the right to terminate this Lease. Owner/Landlord shall not be liable to Resident/Tenant for any damages resulting from Landlord's failure to deliver possession of the Premises on the Lease Term Date.

Resident/Tenant may terminate this Lease if Owner/Landlord does not deliver possession to Resident/Tenant within thirty (30) days of the Lease Term Date.

2. Landlord's Agent. Owner/Landlord has hired as property manager Winthrop University (herein/after referred to as "University") to conduct and handle all business for The Courtyard. Winthrop's Residence Life (hereinafter "Agent") will serve as the University's agent for all resident issues, policies, procedures and collection of semester/term rents. Note that when the name of WUREF Development, L.L.C., or Owner/Landlord is referenced herein, Winthrop University and its agent(s) are authorized to act on the Owner's/Landlord's behalf.

3. Eligibility. Resident/Tenant represents that at the time he or she commences occupancy of The Courtyard, and at all times during the term hereof, Resident/Tenant will be a matriculated student, in good standing, or an official guest of Winthrop University. The Resident/Tenant must enroll for a minimum of twelve (12) undergraduate or nine (9) graduate hours each semester to be eligible for a space in The Courtyard. A part time student may be granted permission to live in The Courtyard as long as the Resident/Tenant is not in violation of any university and/or or has a criminal conviction by legal authorities. Owner/Landlord reserves the right to deny residency to any applicant not meeting the above minimum

requirements.

4. Residency Requirement. All first and second year students are required to live on campus unless they live within a 50-mile radius with a parent or legal guardian; are 21 years of age; married; a single parent; or a veteran. Leasing space within Courtyard meets this requirement. Exemption requests may be made by using the form found on the following Web site: www.winthrop.edu/reslife/forms. **Exemption request forms must be submitted prior to the first day residence halls officially open for the term.** Students, who are enrolled and have not been exempted from the residency requirement, will automatically be billed for a semester's housing fees and may be subject to disciplinary sanctions.

5. Description of Premises. The Premises consists of bedroom(s), bathroom(s), a break area and a common area. It is understood that Resident/Tenant shall have exclusive use and occupancy of a bedroom (if the suite contains more than one) and the shared use and occupancy of the bathroom(s), break area and common area with the other resident(s) of such suite unit.

6. Semester/Term Rent. Resident/Tenant, in return for the use of the Premises and in consideration of the covenants and agreements contained herein, shall pay Owner/Landlord the semester/term rent to the Cashier's Office, 22 Tillman at Winthrop University. Checks or Money Orders tendered for semester/term rent shall be made payable to Winthrop University.

7. Lease Cancellation Prior to the Lease Term Date. If written notice of cancellation is received by Residence Life on or before:

For New Freshmen, New Transfer Students and New Graduate Students (All Students New to Winthrop University)

(a) **Fee Payment Deadline**, as published by the Cashiers Office web site winthrop.edu/cashiers - If notice of cancellation is received by Residence Life on or before this date, the lease is cancelled with no additional charge.

(b) **Day After Fee Payment Deadline:** The lease is legally binding, and students are obligated to pay housing fees for the semester unless they fail to enroll.

For Continuing Undergraduate and Graduate Students, and Former Students Returning

(a) **May 1** – The lease is cancelled with no cancellation fee.

(b) **May 2 until May 31** - the contract/lease is cancelled with a \$150 cancellation fee.

(c) **June 1 until fourteen (14) days prior to upper-class move-in, as published on the Residence Life Calendar** - The contract/lease is cancelled with a \$300 cancellation fee.

(d) **After Fourteen (14) days prior to upper-class move-in, as published on the Residence Life Calendar** - The lease is legally binding, and students are obligated to pay the semester's housing fees unless they fail to enroll. In such cases, all prepaid housing fees, except a \$300 cancellation fee, will be refunded.

(e) **Students, who sign leases after Fee Payment Deadline**, are obligated to pay the entire academic year's housing fees unless they do not enroll.

8. Lease Cancellation after the First Day the Residence Halls Open Each Semester of the Academic Year.

(a) The lease may be terminated after the start of each semester only for the following reasons: withdrawal from school; transferring; marriage (no more than four weeks prior to the wedding date); or, circumstances determined by the university to be sufficiently extenuating beyond the student's control as to warrant cancellation (**documentary evidence will be required**).

(b) Any student qualifying for cancellation under paragraph 8(a) will forfeit the prorated amount for the days that housing is held in reservation by that student and a \$300 cancellation fee. No refunds after the 7th week of the semester.

9. Lease Cancellation at the End of the Fall Semester/Term.

(a) The lease may be terminated at the end of the fall semester without penalty for the following reasons: graduation; ineligibility to continue enrollment due to a failure to meet academic requirements; completion of graduate school requirements; or participation during the spring semester in anything required by the university that takes the student away from the main campus for an extended period of time.

(b) The lease may be cancelled at the end of the fall semester with a contract cancellation charge up to \$300 (Cancellations prior to November 1 will be charged \$150) for the following reasons: marriage; residency requirement exemption request; withdrawal from school; transferring; failure to enroll for the spring semester; or circumstances determined by the university to be sufficiently extenuating beyond the student's control as to warrant cancellation (**documentary evidence will be required**).

(c) Failure to cancel the lease in writing prior to the first day of classes for the spring semester will result in a \$300 cancellation fee, in addition to any fees incurred by the student on the department's behalf.

(d) If 9(a) or 9(b) does not apply and you are exempt from the residency requirement, the lease may also be cancelled at the end of the fall semester by paying 50 percent (50%) of the current semester's rental fee.

10. Meal Plan Requirement. Resident/Tenant understands they must purchase at least the minimum meal plan offered or a specified amount of Cafe Cash depending on the meal plan options offered during each semester/term by the Owner/Landlord.

11. Health Form. Each Resident/Tenant must have a health form on file with Health Services.

12. Suite Lease Termination. The Owner/Landlord will terminate this lease for the following reasons: failure to pay the rent as set forth in Article I, Section 1; the Resident/Tenant's health renders the student unsuitable for group living; the Resident/Tenant's behavior; or a violation of the Student Conduct Code (see Student Handbook) and/or any housing policies and regulations as stated in this Suite Lease, whether such policies and regulations be now in effect or later enacted after due notice thereof.

ARTICLE II - The Owner/Landlord agrees:

(1) It shall grant the use of the facilities from the published date that residence halls open, except during official recesses, until the published date that residence halls close, or according to the dates in your lease for The Courtyard.

(2) In the event of mechanical, electrical or water difficulties, it shall make all reasonable efforts to restore service but shall give no abatement in room rates because of inability to restore service, and shall not be liable for any inconvenience.

(3) It shall furnish a twin-size bed with mattress, chest of drawers, a desk (or chest-desk combination), and a chair. The Courtyard also furnishes basic common area furniture. Furniture may not be placed in storage and must remain in the student's room. Furniture from public areas of the hall may not be brought into the student's room.

(4) It shall assign a room according to the date of receipt of the completed housing application. Whenever possible, requests for a specific building, room, and roommate will be honored but cannot be guaranteed.

(5) The university reserves the right to require room assignment changes to enhance community living, to provide reasonable accommodations under the ADA, for disciplinary sanctions, space consolidation, and other reasons considered necessary or advisable.

ARTICLE III - Obligations of the Student/Community Living Standards

The student shall:

- (1) Exercise reasonable care in the use of the facilities; care for his/her room, including properly ventilating and cleaning suite bathrooms; abide by all Winthrop University rules and regulations; whether such regulations be now in effect or later enacted, and accept penalties for violation of all Winthrop University rules and regulations. Infractions of rules and regulations may be dealt with administratively or by the Winthrop Student Conduct Code.
- (2) Upon check-in, sign a contract addendum and room condition report accepting responsibility for room furnishings and equipment.
- (3) When occupancy is terminated, obtain written room clearance from the Residential Success Coordinator or Resident Assistant, who will inspect the room and relieve the occupant of responsibility for the room, its furnishings and equipment, or recommend an assessment against the occupant for damages and missing property. Failure to properly checkout with the Resident Assistant and the residence hall office will result in a fine of \$25.
- (4) Pay the cost of replacement or repair for any breakage or damage to the student's room, its fixtures or appurtenances, fair wear and tear excepted, and a pro rata share of cost for any damages to communal property when the responsible person cannot be determined.
- (5) When withdrawing from the university, process cancellation either online or with Residence Life and turn the key in to The Courtyard hall office.
- (6) Not assign this contract, sublet the assigned room to another party, or change rooms without advance approval of Residence Life. A fine of \$25 will be levied for changing rooms without permission. Students are expected to move within 24 hours of the date on the move slip. Failure to do so will subject the student to a \$25 fine.
- (7) Not alter or repair electrical equipment or fixtures, which belong to the university. Defects in electrical equipment must be reported to your Residential Success Coordinator or the residence hall office.
- (8) Not keep pets in residence halls except for fish. Visiting pets are prohibited. Violations of the pet policy are subject to a \$100 per animal and/or per occurrence fine.
- (9) Abide by the Residence Hall Guest Policy (see Student Handbook).
- (10) Abide by the procedures and guidelines outlined in the Residence Hall Alcohol Policy (see Student Handbook).
- (11) Abide by the procedures and guidelines outlined in the Room Painting Policy (see Student Handbook).
- (12) Abide by the procedures and guidelines outlined in the Residence Life Loft Policy (see residence life Web site). No oversized and/or heavy furniture is permitted in The Courtyard, including (but not limited to) all types of lofts, wood structures and bars.
- (13) Not exit, prop or open locked exit doors after the residence hall is locked, unless the door is designated for use.

The Student understands that:

- (14) Smoking and Vaping (Electronic Cigarettes) is not permitted in the residence halls. Students must abide by the Campus Smoking Policy.
- (15) The university will clean bedrooms and bathrooms when the Resident/Tenant of a suite changes between semesters or summer sessions. It is the remaining Resident/Tenant's responsibility to remove personal items from the areas to be cleaned. Custodial Services will not be responsible for personal items and may move items in order to clean areas properly.
- (16) The student may be required to pay charges for unauthorized alterations to rooms, equipment, or buildings and for special cleaning necessitated by improper care of rooms or equipment.
- (17) The university has the right to take possession of any personal property left in a student's room. The university has the right to remove and store the property at the owner's expense. If the property is not reclaimed within 60 days, the university shall have the right to give away or sell the property at public or private sale.
- (18) The university's acceptance of an application does not guarantee an assignment.
- (19) Winthrop encourages educational, social and cultural diversity within the on-campus residential environment. Therefore, room and roommate assignments are made without regard to age, color, disability, national origin, race, religion, sexual orientation or veteran status.
- (20) If the student fails to occupy his/her room within 24 hours after the first day of classes, the room reservation may be cancelled unless proper notice of late arrival is given to Residence Life.
- (21) Housing and meal plan charges will continue to be assessed until the student withdraws from housing and the date the room key is turned into The Courtyard Hall Office.
- (22) Hall sports of any kind and any hallway activity that may damage the facilities or cause risk of injury to residents is prohibited. This includes, but is not limited to: roller blades, skateboards, hoverboards, bicycles, scooters, balls, Frisbees and other items intended for outdoor use.
- (23) Tampering with door locks or adding additional door locks is prohibited.
- (24) Personal electrical equipment authorized for use in individual rooms includes TV sets, stereo equipment, radios and computer equipment. Additional microwaves and refrigerators, other than the microwave/refrigerator/freezer unit furnished by the university, are not allowed. Other electrical equipment is acceptable provided such devices do not exceed the amperage limits of circuits, or create a hazard due to the manner by which they are connected, except for the prohibitions noted in (25) below.
- (25) Because of fire regulations, the following are prohibited:
 - A. the use in individual rooms of open-coil or open-plate devices such as hot plates, halogen torchiere lamps, hoverboards, deep fryers, Foreman type grills (complete list available on the Residence Life website)
 - B. the use of open flame or ember devices such as candles, incense or oil lamps
 - C. the use of electric lights on any Christmas trees other than artificial ones; no live trees are allowed
 - D. parking bicycles in the halls, stairwells or handicap access ramps
 - E. bringing motorbikes into halls stairwells, lobby areas, or rooms

- (26) The possession and/or use of firearms, knives with a longer than 2-inch blade, dangerous weapons, brass knuckles, slingshots, explosives, air guns, paintball guns, inflammable fluids and materials, kerosene heaters, dangerous chemical mixtures, fireworks, propelled missiles, bullets, or other ammunition are prohibited. Additionally, replicas, toys or other devices that mimic real weapons are prohibited in the residence halls.
- (27) The sounding of false fire alarms and tampering with firefighting or safety equipment to include extinguishers, smoke detectors, hoses, exit signs, fire sprinkler equipment and door and fire alarm systems is prohibited. Such offenses are subject to prosecution in civil courts, removal from residence halls, and are cause for separation from the university. Tampering with security systems including door access and security cameras is prohibited. ID card loss must be reported immediately.
- (28) Any student found responsible for causing fire or smoke in The Courtyard will be charged \$100 and subject to student conduct sanctions.
- (29) The student will vacate the residence hall and cooperate with staff members during fire and other safety drills.
- (30) Room keys are property of the Owner/Landlord and may not be duplicated. Keys must be returned at the end of the Resident/Tenant's occupancy. If a key is lost or not turned in to the residence hall office when the resident/tenant vacates a room, the university will rekey the lock and charge the resident/tenant for the cost involved.
- (31) Roofs and ledges of residence halls are "off limits." Articles are not to be placed on exterior window ledges. Window screens and stops are not to be removed. Windows cannot be used as an entrance or exit except in an emergency.
- (32) Noise determined to be excessive and disturbing to the residence hall environment will be documented and may result in student conduct sanctions.
- (33) Objects are not to be handed or propelled out of windows.
- (34) Soliciting, canvassing, or the use of the residence halls as a location for selling is prohibited unless permission to do so is granted to Winthrop University student organizations by the Assistant Dean of Students/Director of Residence Education. A student may not use his or her room for commercial purposes.
- (35) Waterbeds and other pieces of water-filled furniture are not permitted.
- (36) Exterior antennas and tampering with the cable TV system are not permitted.
- (37) The manufacture, distribution, sale, use, offer for sale, or possession of drugs or narcotics, or drug paraphernalia is prohibited in accordance with state statutes. (see Student Handbook).
- (38) The student shall deposit all trash into dumpsters located outside of the building and only recyclable items in the recycle bins. Failure to properly remove and dispose of trash, and/or failure to maintain sanitary conditions shall result in the assessment of a fine per incident.
- (39) Violations of *The Courtyard Suite Lease*, *Winthrop University Student Conduct Code*, and the *Winthrop University Student Handbook* are subject to administrative review and may result in administrative penalties and/or referral to the Winthrop judicial system.

ARTICLE IV - Security, Inspection, and Searches

- (1) The university shall not be liable for damage to or loss of any property of any kind which may be lost, stolen, damaged or destroyed by fire, water, steam, defective refrigeration, elevators, or otherwise while on the leased premises or in any storage space in the building. All personal property in any part of the building within the control of the student shall be at the sole risk of the student. It is the student's obligation to insure his/her personal property.
- (2) The university reserves the right periodically to inventory university property and conduct maintenance, safety, and health inspections of rooms. Resident/Tenants are expected to comply with instructions given as a result of such inspections. These inspections will be held during official recesses and at other times, in the latter case after twenty-four (24) hour notice, when practical, and in the presence of the occupant(s), when practical.
- (3) The university reserves the right to enter individual student rooms in emergency situations. Reasonable effort will be made to notify the occupants in advance of such an entry.
- (4) The university reserves the right for its officials to search individual rooms in cases where there is reasonable cause to believe that university regulations and/or laws are being violated.
- (5) The university reserves the right to request a search warrant from the Rock Hill city recorder when there is probable cause to believe (a) that a room is occupied by a non-resident whose presence constitutes a violation of the Residence Hall Guest Policy, or other appropriate regulations of the university or (b) a violation of municipal or state law or (c) that the occupant has concealed within the room property possession of which is a violation of municipal, state or federal law.

ARTICLE V.

- (1) This instrument and all addenda thereto, constitutes the complete agreement between the parties and no modification or amendment thereof shall be binding unless it is reduced to writing and signed by both parties and attached hereto.

RESIDENT/TENANT - I have read and agree to the terms of this Suite Lease.

Name _____ Student ID # _____
 (Please Print) Last First M.I.

Signature of Student _____ Date _____

Signature of Parent (only if student is under age 18) _____ Date _____