

**SHEPHERD APARTMENTS' LEASE  
PARK UNIVERSITY**

Effective Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of Tenant \_\_\_\_\_  
Social Security Number \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Park ID # \_\_\_\_\_  
Amount of Deposit \_\_\_\_\_

Name of Secondary Tenant \_\_\_\_\_  
Social Security Number \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Park ID # \_\_\_\_\_  
Amount of Deposit \_\_\_\_\_

Name of Dependent Child \_\_\_\_\_  
Name of Dependent Child \_\_\_\_\_

Birth date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Birth date \_\_\_\_/\_\_\_\_/\_\_\_\_

Park University, as the university, hereby rents to the above as tenants, the apartment known as \_\_\_\_\_ located in Shepherd Apartments, Parkville, Missouri, to be occupied as a private residence only by the above named tenant(s). This agreement shall commence and continue as a tenancy from \_\_\_\_\_ 20 \_\_\_\_\_ to \_\_\_\_\_ 20 \_\_\_\_\_, under the following terms and conditions.

**I. ELIGIBILITY**

Shepherd Apartments are to be used as a residence for married couples (with or without children), faculty employed full-time, and staff of the university employed full-time, or students with dependent children.

Student tenants: The primary tenant must be enrolled for a minimum of twelve (12) undergraduate or six (6) graduate credit hours each semester. The secondary tenant must also be enrolled for a minimum of (12) undergraduate or six (6) graduate credit hours each semester.

Employee tenants: the primary tenant must be employed by Park University full-time.

Married or with children: the primary tenant must present proof of eligibility including marriage certificate, custody papers, or child birth certificate(s).

Guests are permitted to stay for two (2) weeks. Extended family (parents, grandparents and other relatives) are limited to no more than two (2) months stay and must be registered with the Office of Student Life or the tenant is subject to termination of the lease.

**II. USE**

The apartment is to be used only as a residence. The tenant agrees not to operate any business through the apartment; this includes among other matters, regular baby-sitting, music lessons, and/or door-to-door selling.

**III. DEPOSIT**

The tenant agrees to make a deposit of **\$200.00** to be held by the university through the lease period. The amount of the deposit less charges for the cleaning, damages or rent due will be refunded within six (6) to eight (8) weeks after the termination of the lease. Any charges in excess of the deposit must be paid at the checkout time. Early cancellation of the lease will result in forfeiture of the full amount of the deposit.

#### **IV. PAYMENT**

First month's rent is pro-rated based on the date of check-in and must be paid at the time of check-in.

Thereafter, monthly payments of \$\_\_\_\_\_ are due on the first day of each month. Unpaid rent becomes delinquent after the 10th day of the month. A \$10.00 late fee is assessed on any delinquent balance greater than \$20.00. Outstanding payment for more than one month may result in action being taken, which may include immediate eviction, taking possession of the apartment and all belongings and/or a hold on future registration or transcripts. The university, reserves the right to change rental and laundry rates when deemed necessary with thirty (30) day notice being given to the tenant.

#### **V. CANCELLATION POLICY**

Cancellation of the assignment any time after indicating acceptance will result in a cancellation charge of \$100.00. Once the lease has been signed, the terms of the lease will be enforced. The lease may be canceled by contacting the Office of Student Life in writing at least thirty days prior to departure.

#### **VI. SUBLEASE/TRANSFER OF CONTRACT**

The tenant agrees not to sublease or transfer this contract during the term of the lease.

#### **VII. UTILITIES**

The tenant is responsible for making payment for electricity and gas. The tenant is also responsible for arranging and paying for telephone and cable television expenses. The university shall provide water and trash service. Arrangements for payment and billing must be made within the first two weeks of occupancy.

#### **VIII. DAMAGES/CLEANING**

The tenant agrees to be responsible for the cost of the cleaning, replacement, or repairs of equipment, furniture and/or fixtures on the premises that are made necessary by the tenant's misuse or neglect. This includes any damages done to the building caused by such things as moving in or out of the apartment or carelessness on the part of the tenant.

#### **IX. CHILDREN**

The tenant is responsible for the supervision of his/her children at all times.

#### **X. PETS**

The tenant agrees not to keep or harbor cats, dogs or other animals on the premises, except as noted: (1) fish in a tank not to exceed 30 gallons are permitted, and (2) guide, hearing assistance, and service dogs are permitted as needed, for individuals with impaired sight and/or hearing. This prohibition will apply to any visitors to the apartment regardless of the length of visit. Violation will subject the tenant to termination of his/her right of occupancy.

#### **XI. WATERBEDS**

The tenant agrees not to install a waterbed in an apartment.

#### **XII. WASHERS/DRYERS/DISHWASHERS**

The tenant agrees not to install washers, dryers or portable dishwashers in any apartment. Laundry shall only be done in the space provided. The laundry room door shall remain locked at all times.

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#### **XIII. KEYS AND LOCKS**

The tenant will be charged for a lock change and new keys if a key is lost or not returned at the time of checkout. This includes apartment and mailbox keys. Tenants are not allowed to duplicate the keys in any

manner. Tenants are also not allowed to place any additional locks or chains on apartment doors other than that which is installed by the University.

Tenants will be given a padlock for their storage unit. If this is not returned upon checkout, the tenant will be charged for replacement.

#### **XIV. MOTOR VEHICLES AND PARKING**

All vehicles must have a current Park University parking permit and obey all Park University parking regulations.

#### **XV. ALTERATIONS**

The tenant agrees to make no interior or exterior alterations to the apartment, including but not limited to painting, reconstruction, and modification of the plumbing, heating or electrical systems. The tenant is responsible for damages caused to the apartment due to negligence on his/her behalf or on the behalf of guests in the apartment. All alterations, additions, or improvements made to the premise with the consent of the Office of Student Life shall become the property of the university and shall remain in the apartment upon the tenant's departure.

#### **XVI. TERMINATION**

Leases are written on a month-to-month basis or as determined by the university. If a tenant wishes to vacate at the conclusion of the academic year, the tenant must give a written 30 day notice.

The tenant who wishes to vacate prior to the conclusion of the lease must give a written 30-day notice.

The university retains the right to alter the terms of this agreement by giving the tenant a thirty (30) day advance notice. The university may terminate this agreement without giving a thirty (30) day written notice if the tenant is in violation of any provision of the lease.

All other information provided with the lease is part of the lease. This includes information sheets and additional rules and regulations.

Violation of Federal, State or local laws and/or Park University and Office of Student Life regulations may subject tenant(s) to termination of this lease.

#### **XVII. RIGHT OF ENTRY**

We will attempt to provide prior notice of entry whenever reasonable and possible. Non-emergency entry will be done during reasonable business hours. The tenant agrees that the university may enter the apartment in the following cases:

1. In case of an emergency.
2. To make periodic routine health or safety checks.
3. To make necessary or agreed repairs or provide service.
4. To show the apartment to prospective tenants.

**XVIII. HEALTH, SAFETY, AND AESTHETIC STANDARDS**

Tenants are responsible for ensuring that a basic level of health, safety and aesthetic standards be maintained as determined by the Office of Student Life and a local pest control agent. Apartments will be accessed as necessary for scheduled exterminations and for inspection as necessary to ensure that basic health, safety, and aesthetic standards are maintained. Failure to comply with the stated policy or warnings may result in eviction. The apartment is expected to be maintained in a clean and sanitary way, free from filth and trash, and not having any fire hazards.

**XIX. ABANDONED PROPERTY**

The university may dispose of abandoned property left for a thirty (30) day period after termination of the lease agreement.

**XX. LIABILITY**

Tenant(s) agree to make no claim against the university, the Office of Student Life or its employees for the loss of property or for personal injury in using the apartment, including claims for negligence.

**XXI. RELOCATION**

The Office of Student Life retains the right to relocate residents to another Shepherd Apartment for reasons including but not limited to: paint concerns, noise violations, and renovations.

**XXII. DRUGS**

Use, manufacture, possession, or distribution of drug paraphernalia, narcotic, and illegal and/or illicit drugs is prohibited except as expressly permitted by law. Violation will initiate disciplinary sanction. Those individuals selling or dispensing illicit drugs or narcotics will be dismissed from Park University and reported to the civil authorities. See the Drug and Alcohol Policy for further information.

**XXIII. FIREARMS**

Possession or use of firearms is prohibited. Including facsimiles which have the capabilities to discharge pellets and/or darts, ammunition, explosives, or dangerous chemicals, or use or threatened use of knives or any other object as weapons on Park University-owned, controlled, or rented property or at Park University-sponsored or supervised activities. Confirmed violation could result in immediate eviction without refund.

**XXIV. VIOLENCE AND INCIDENCES OF VIOLENCE**

May result in the immediate removal and eviction subject to the discretion of the Director of Student Life.

**XXV. SIGNAGE**

The tenant shall not put their name in any entry, passageway, hall or stairwell of the building except on the mailbox provided for use of the apartment occupied by tenant.

**XXVI. DAMAGE TO PREMISES**

If the premises shall be destroyed or so damaged as to become unlivable due to fire or other unavoidable event, either party may terminate this lease at once by giving written notice of the intention to do so within five (5) days after such event.

**XXVII. PASSAGEWAYS**

The sidewalks, entries, passages, halls, and exterior stairwells shall not be obstructed or used for any other purpose other than access to and exit from the apartment. Fire exits must remain clear of all items at all times.

**XXVIII. WATER CLOSETS**

The water closets shall not be used for any other purpose other than holding the hot water heater and equipment. Any damage to the equipment due to tenant negligence will be paid for by the tenant(s).

**XXIX. NOISE**

Noise should not be able to be heard outside of the apartment between the hours of 11:00 p.m. and 7:00 a.m. Tenants will receive noise warning letters when an incident is reported. Three noise warning letters will be cause for eviction.

**XXX. COVENANT**

The covenants created by this lease shall remain with the premises leased and bind the heirs, executors, administrators, assigns and successors of the Landlord and tenant respectively and consent of Landlord to assignment, and acceptance of rent from assignee of the tenant shall not release the tenant from his/her obligation to pay rent and comply with the other conditions of this agreement.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge that the information they have provided is true and accurate.

"I have read and understand all the terms and conditions of the lease and I agree to be bound by the above terms. I certify that I meet the housing eligibility requirements. I understand that the Office of Student Life reserves the right to terminate this contract due to disciplinary or criminal action."

\_\_\_\_\_  
Signature of the Primary Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Secondary Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative of the Office of Student Life

\_\_\_\_\_  
Date