



Campus Apartments
Carroll College Student Lease Agreement
Two (2) Bedroom

Basic Terms:

Date: _____

Apartment Building: _____ Unit: _____ Unit Type: _____

Tenant: _____ (“Tenant,” “you,” or “your”)

Carroll College Student ID: _____

Date of Birth: _____

Anticipated Graduation Date: (Month & Year): _____

Cell Phone #: _____

Permanent/Forwarding Address: _____

Email Address: _____

Vehicle: (MAKE) _____ (MODEL) _____ (YEAR) _____
(COLOR) _____ (LICENSE PLATE # & STATE) _____

Manager: Carroll College Residential Life & Housing (“College,” “Residential Life & Housing,” “Building Manger” or “Manager” “RLH”)

Manager’s Address: 1601 N. Benton Ave, Helena, MT 59625

Lease Term: The starting date is Friday May 21, 2021 at **10:00a.m.** (*pending unit availability*); the ending date is Sunday May 15, 2022 by **12:00 p.m.**

Rent: Base Rent: The rental fee for the Unit for the Lease Term is **\$12,600.00** payable in the amount of **\$1,050.00** per month (the “Full Base Rent”). The Full Base Rent is allocated equally among all of the Tenants of the Unit and is subject to reallocation discussed further below. The Tenant’s initial share of the monthly Base Rent for the Lease Term is **\$525.00**, which includes electricity, water, sewer, garbage, and wireless internet. The Tenant’s share of the Full Base Rent, which subject to adjustment discussed below, is referred to herein as “Rent.”

Deposits and Fees: In addition to paying Rent, the Tenant agrees to pay the following Deposits and Fees:

Security Deposit: \$500 – (\$100 will be automatically withheld as a non-refundable professional cleaning fee)

Professional Cleaning Fee \$100 (non-refundable)

*Additional Fee: \$ _____ (reason for the additional fee: _____)

(*If eligible for and approved by the ANZ department and RLH a fee of \$500 will be assessed for each program animal.)

It is the Tenant's responsibility to pay Rent on the 1st of every month. Base Rent will be put on the Tenant's apartment student account.

Tenant's may access their account balance information on the Carroll Okta Apps. Tenants will not receive a paper statement. *If a Tenant does not pay their bill by the 10th of each month, a late charge of \$100 will be assessed.*

Please note that Tenants in the apartments are not eligible to receive Community Living Grants, and that by signing an apartment lease, the Tenant understands they are losing that funding, should they currently be eligible to receive it.

Liability for increased share of full base rent: If any Tenant within this Unit is removed or vacates the Unit for any reason during the Lease Term, liability for the full base rent amount will be reallocated equally among the remaining Tenants for the remainder of the Lease Term, or until a replacement Tenant is identified and approved by the College, and the Tenant's Rent will increase accordingly. If a replacement Tenant is identified and approved by the College and signs a Lease for the Unit, the Full Base Rent will be reallocated among all Tenants of the Unit.

Remaining Tenants may identify a prospective replacement Tenant, provided however, new prospective Tenants must submit a lease to Residential Life & Housing, be approved by the Director of Residential Life and Housing and have the complete security deposit, non-refundable professional cleaning fee, and first month rent PAID IN FULL before the Full Base Rent is reallocated. The College may elect to assist the remaining Tenants to identify a replacement Tenant, but is under no obligation to do so. Inability to find an approved replacement Tenant for the remainder of the Lease Term will not affect the Tenant's liability for the increased share of the Full Base Rent for the remainder of the Lease Term.

Additional Terms and Provisions: The Additional Terms and Provisions are attached and incorporated into and made part of this Lease and incorporated into the Lease.

AGREEMENT:

THE UNDERSIGNED TENANT ACKNOWLEDGES AND AGREES THAT THEY HAVE CAREFULLY READ AND UNDERSTAND THIS LEASE AGREEMENT AND THE TENANT ACKNOWLEDGES THAT THIS LEASE AGREEMENT CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN THE COLLEGE AND THE TENANT. THE COLLEGE AGREES TO LEASE TO THE TENANT, AND THE TENANT AGREES TO LEASE FROM THE COLLEGE THE PREMISES SUBJECT TO THE TERMS AND PROVISION OF THIS LEASE.

Signature of Tenant

Date

Signature of College Agent

Date

ADDITIONAL TERMS AND PROVISIONS

1. PREMISES:

a. Description:

- i. The Tenant's sole use of a Bedroom in an Apartment (also referred to as a "Unit") owned by Carroll College. The Tenant's specific Building, Apartment and Bedroom will be agreed upon by Tenant and the College prior to the Tenant moving into the Apartment;
- ii. Together with the other tenants of the Apartment, the Tenant has shared use of the Common Areas in the Apartment and the Apartment Community (for purposes of this lease, "Common Areas" are those within the Apartment to which all tenants have general access, including Bedrooms in use as something other than a single-use area);
- iii. The Tenant's use of the mailbox is assigned by the College;
- iv. The Tenant's use of all keys is assigned by the College.

b. Occupants: Only the Tenant can live in the Premises.

- i. Tenants may not permit another person(s) to live in the Premises or in the Apartment unless prior written permission has been granted by the College for a non-student spouse or dependent children. Tenants who wish to sublet their bedroom for the summer may only sublet to another Carroll College student who is in good standing and who is eligible to live in the apartments. Subletter's are only permitted to sublease for a time period during the summer term, no longer than 12 weeks and only with prior written approval of Residential Life & Housing. The Tenant is responsible for paying the rent even if his or her subletter does not provide payment to the Tenant. The Tenant is liable for all damages incurred by their subletter.
- ii. Guest stays are limited to three (3) nights without prior written permission of Residential Life & Housing. Having unauthorized guests on the Premises for longer than three days may result in disciplinary action and termination of this Lease.
- iii. Roommate conflict among Tenants is not grounds for termination of this Lease.
- iv. All Units, with the exception of married couples or students with dependent children under the age of 18, will remain same-gender.
- v. Aside from married couples approved by the College, cohabitation living arrangements in a single bedroom are prohibited.

c. **Condition on Starting Date:** Room Condition Forms (RCFs) will be provided to the Tenant at the time that the Tenant moves into the Premises for both the common areas and the individual bedrooms. Within twenty-four (24) hours of the day on which the Tenant moves in, the Tenant must notify the Building Manager in writing on the RCF of any defects or damages in the Premises and Common Area; otherwise, the Premises and Common Area, including fixtures, walls, floors, and appliances in the Apartment will be deemed to be in a clean, safe and good working condition and the Tenant will be responsible for defects or damages that may have occurred before the Tenant moved in. With the exception of any defects or damages identified in writing on the RCFs and submitted to the Manager by the end of the day following the day the Tenant moves in, **the Tenant accepts the Premises and Common Area, including fixtures, wall, floors and appliances in the Apartment in their "AS-IS" condition, with all faults. THE COLLEGE MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES AND/OR THE FIXTURES, WALLS, FLOORS AND APPLIANCES.**

d. **Maintenance, Alterations, Room Decorations and Repairs.**

- i. The Tenant is responsible for and will take good care of the Premises and the Common Areas. Tenants will not remove any of the College's property, and Tenants will not perform any repairs, painting, wall papering, electrical changes or other alterations of the Premises or Common Areas without prior written consent of the College. The College can hold Tenants financially responsible for the cost of all repairs necessary for damages or negligence by the Tenant, guests, or any other person's violation of this Lease or the negligent or careless use of the Premises or any part of the Apartment Community. This may include without limitation damages from waste water stoppages caused by foreign or improper objects in lines serving the bathroom or the laundry, damage to appliances, doors, windows or screens, damage by the Tenant or a guest (this includes damages that have been caused to the Apartment by other tenants of the Apartment if the College cannot determine who did it). All damages will be placed on the Tenant's apartment student account and must be paid on or before the date the next Rent payment is due. If such damages are not paid in full by this date, the late fee of \$100 will apply, and the Lease may be terminated. The Tenant agrees to leave the Premises at the end of the Lease in good condition, reasonable wear

- expected. "Reasonable wear" means wear occurring without violation of this Lease, negligence, carelessness, accident or abuse. The Tenant's obligations to pay the charges described in this section will survive after the ending of this Lease.
- ii. Please be advised that Tenants may not make any permanent alterations to the Premises or Common Area. All residents must comply with all of the policies outlined in the Carroll College Policies and Code of Student Conduct outlined in the Student Handbook.
 - iii. Other regulations in the Campus Apartments are as follows:
 1. Fish are the only pets allowed. Tenants found to be housing any unapproved pets without the expressed consent of Residential Life & Housing will be fined \$300.00. Tenants found in violation of the pet policy are subject to termination of their lease.
 2. The use of tobacco-related products is not allowed on the Carroll College campus, including apartment property. This includes the use of electronic cigarettes.
 3. Tenants and guests are prohibited from possessing or carrying firearms, explosives or other dangerous weapons on the Carroll College campus. Tenants can make arrangements to store approved hunting firearms and/or hunting bows with the Director of Campus Security and Public Safety. Handguns and non-hunting weapons are never allowed on campus.
 4. Possession or use of candles, incense r, glowing or open flame articles, incense, or black lights are prohibited in all campus buildings including the Apartments.
 5. No items shall block or obstruct a stairway, exit or passageway (this includes bicycles locked to handrails).
 6. Live cut trees (such as Christmas trees) are not allowed.
 7. No decorations can be connected to any smoke detector, fire sprinkler head or pipe, fire extinguisher, exit lights or emergency lighting.
 8. Clothing, banners, flags, soft furniture, blankets, lights, or messages may not be hung or placed outside the building.
 9. No electrical outlet is to be overloaded, and the use of surge protectors is encouraged.
 10. If any decorations are deemed to be unsafe or pose a health hazard, or if they are visible to the public from a window and do not reflect the spirit of the Carroll College Mission, the Tenant will have 48 hours to remove the decorations or fixtures or the Tenant may face additional sanctions.
 - iv. Tenants may not disconnect or intentionally damage a smoke detector. Tenants are expected to change the batteries when necessary. Replacement batteries can be requested from facilities@carroll.edu.
 - v. Except in the event of an emergency, if a Tenant has a request for repairs or services to the Premises, or repairs or replacements of security devices or smoke detectors, the request must be in writing to the Building Manager or to the College facilities department.
 - vi. In case of malfunction of utilities or damage by fire, water, storm or similar cause, Tenants must notify the College immediately, either by calling the Building Manager or the Residential Life & Housing on-call staff member. Additionally, the Tenant is required to notify the Building Manager in writing promptly of: water leaks, electrical problems, carpet holes, broken glass, broken locks or latches, or any condition which the Tenant reasonably believes poses a material hazard to health or safety of the Tenant or others. Once the Building Manager receives the notice, the College will act with reasonable diligence in making necessary repairs and reconnections, but during that time the Tenant cannot stop payment of or reduce the Rent unless otherwise allowed by law.
 - vii. The College may temporarily turn off equipment and/or interrupt utilities in the Tenant's Apartment, Building and/or the Apartment Community to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. The College will not be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because the College is making repairs, alterations or improvements to the Premises, the Apartment, the Building or the Apartment Community. If the Tenant requests any repairs, and the College approves such request, the repairs will be done during usual working hours unless the Tenant requests in writing that such repairs be done during other hours. If the College approves such a request, the Tenant will have to pay any additional charges resulting from such request.
 - viii. **Carroll College and the Manager are not liable to the Tenant or any guests for personal injury or damage or loss of personal property, including any vehicle the Tenant owns or has use of in their care, custody or control, from fire, smoke, rain, flood, water overflow/intrusion/or leakage, standing water, storm, hail, snow, lightning, wind, explosion, earthquake or other Acts of God, or surges or interruption of utilities, except to the extent that such injury, damage or loss is caused by our gross negligence or willful misconduct. The College urges Tenants to obtain renters insurance for losses due to such causes.**

- ix. The Tenant agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment. The Tenant shall clean and dust the Apartment regularly, and shall keep the Apartment, particularly the kitchen and bath, sanitary and dry. The Tenant shall also:
 - 1. Remove any visible moisture accumulation in or on the Apartment, including walls, windows, floors, ceilings, and bathroom fixtures;
 - 2. Mop up spills and thoroughly dry affected area as soon as possible after occurrence;
 - 3. Use exhaust fans in kitchen and bathroom when necessary, and;
 - 4. Keep climate and moisture in the Apartment at reasonable levels.

The Tenant shall promptly notify the Building Manager in writing of the presence of any of the following conditions:

- 1. A water overflow/intrusion/or leakage, excessive moisture, or standing water inside the Apartment.
- 2. Mold or mildew growth in or on the Apartment that persists after the Tenant has tried to remove it with household cleaning solutions, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach;
- 3. A malfunction in any part of the heating or ventilation system in the Apartment.

The Tenant shall be liable to the College for damages sustained to the Apartment or to the Tenant's person or property as a result of Tenant's failure to comply with the terms of this subsection.

- x. Window air-conditioning units may be installed by the Tenant, as long as installation and use does not cause more than expected wear to the window frame and area, and no damage is done to the window screen.
- xi. The Tenant shall be responsible for cleaning and the cost of repair to any plumbing fixture where a stoppage caused by the Tenant or the Tenant's guest has occurred.
- xii. The Tenant shall immediately notify the College in writing of the presence of insects or any other pests.
 - 1. Tenant must cooperate with the College by granting timely access to the Premises to inspect, plan and eradicate.
 - 2. Tenant agrees to undertake all efforts and tasks recommended by a qualified expert.
 - 3. Tenant is also required to immediately notify College of any signs of re-infestation or indications that treatment has been ineffective.
 - 4. Tenants may be responsible per Montana State Law for costs incurred to eradicate pests/insects if they are present due to the Tenant's actions.

Tenant shall be liable to the College for damages sustained to the Apartment or to Tenant's person or property as a result of Tenant's failure to comply with the terms in this subsection.

e. **Move-out Condition/Abandoned Property:** When the Tenant formally moves out, whether at or prior to the Ending Date, the Premises, including windows, bathrooms, kitchen appliances, entryway, storage unit and Common Areas must be clean and in good repair and condition. Carpets are required to be professionally cleaned and such cleaning will be arranged by the College after the Tenant checks out. As part of the Security Deposit, **All Tenants** will be charged the \$100 professional cleaning fee at the time the tenant vacates, which will automatically be withheld from the Security Deposit. This charge applies separately to all tenants and will not be "split" among them. If any appliances, fixtures, walls or carpet have been damaged, the tenant will be liable for reasonable charges to complete the cleaning, repair or replacement. The College recommends that Tenants schedule a walk-through with the Building Manager and/or request to be present for the College's move-out inspection; if the Tenant does not do so, they agree to accept the College's assessment of damages and charges when the College inspects the Premises. Tenants who want to be present for the move-out inspection must provide the Building Manager written notice that they would like to be present and schedule the inspection appointment at least 24 hours in advance. Property left behind by Tenants following check-out and agreement termination is considered abandoned. The Tenant shall be charged a reasonable fee for any costs incurred by moving or removing property from the premises, including storage. This fee applies to any items above and beyond a reasonable amount of garbage left in the garbage area of the apartments. Tenants are responsible for disposing of all large items (such as furniture) on their own. Abandoned items, including vehicles, will be subject to disposal procedures per Carroll College policy.

- f. **Policies and Procedures.** Tenants agree to abide by the following:
 - i. The Carroll College Student Handbook, containing the Code of Student Conduct and Carroll College Policies.
 - ii. Local, state and federal laws.

Failure to abide may result in rescinding the use of all or part of the Apartment Community privileges, termination of the Lease, and other appropriate sanctions. Tenants will be immediately suspended from occupancy if the College determines occupancy poses substantial risk of harm to the Apartment or to safety of the tenant or others, or unduly interrupts legitimate operational processes of the College. All Tenants are subject to Carroll College's disciplinary process and procedures described in the Student Handbook. Any violation of the policies, procedures, or laws described in Paragraph 1(f) will constitute a breach of the Lease that may result in termination of this Lease.

2. **LEASE TERM:** This Lease starts at ten on the Starting Date, and ends at noon on the Ending Date. You may not occupy your Premises until this Lease, other required documents, and required payments have been signed and collected for all parties.
 - a. Once the Tenant executes the Lease Agreement, the Tenant shall be obligated to pay all amounts due under this Agreement for the duration of the term of this Agreement. This includes, but is not limited to, the apartment deposit, monthly rent, cleaning fees, late charges, and any charges associated with damages and/or abandoned property, etc.
 - b. If the Tenant wishes to move out before the Ending Date Rent for the remainder of the Lease Term is still due to be paid by the Tenant. Tenants may be able to assign their obligations under this Lease for the same terms and conditions to another person provided explicit written permission of the Director of Residential Life & Housing. Such consent is at the College's sole discretion. The new applicant must be approved by the Director of Residential Life & Housing. The Tenant's obligations will be terminated under this Lease once the new applicant has been approved, has moved in, and has paid both the deposit and the first month's rent. Should a request to assign the tenant's obligations under this Lease be approved, the Tenant must pay a cancellation fee of \$200.00, which serves to partially defray the College's costs in making the Premises available for re-leasing. This re-leasing charge is not a cancellation fee, buy-out fee or a limitation of damages collectable by the College.
 - c. If the Tenant requests to transfer to a different apartment during the Lease Term, Tenant must pay a \$100.00 transfer fee if the transfer is approved by the College. This arrangement must be approved by the Director of Residential Life & Housing prior to moving.
 - d. If for any reason, unrelated to the negligent or bad actions of Tenant(s) or to any Act of God beyond control of the Manager, the Unit is not habitable for a period of time prior to the start date of the Lease, or after the Lease has commenced, the Tenant's obligation to pay Rent pursuant to this Agreement is not relieved. Residential Life & Housing will provide comparable alternate accommodations until the unit is habitable. A refund or rebate of Rent or other fees or relief from future Rent payments is at the sole discretion of the College.
3. **RENT AND ADDITIONAL CHARGES.** The Tenant will pay the College the Rent (Base Rent and any other fees or charges which are payable by you at the same time installments of Base Rent are payable) on the date on which it is due and without the College making a demand for payment. Rent will be added to each Tenant's apartment account on or before the last business day of each month. Rent is payable by cash or check in the Business Office between 9:00am – 4:00pm Monday through Friday, excluding holidays, or by credit card, debit card, or electronic check online. A 2.85% service fee or minimum of \$3.00 will be added to all credit/debit transactions. Except as provided by law, the Tenant has no right to withhold or offset any part of the Rent for any purpose, even an Act of God or to reduce any of your costs or damages.
 - a. Regardless of whether it is a holiday or weekend, Rent is due on the first (1st) day of each month. Rent is considered late if the Rent payment is received after the tenth (10th) day of the month; in such cases, the College will charge the Tenant (and the Tenant agrees to pay) a late charge of \$100. A late charge will be assessed each month there is an outstanding apartment balance on the 10th of the month.
 - b. While the College is not required to do so, it can accept partial payment of Rent; however, the College does not waive its rights to collect and enforce the payment of the remainder of such Rent. In the event that Rent is not paid in full, the College will charge the Tenant (and the Tenant agrees to pay) late fees on any outstanding balance.
4. **SECURITY DEPOSIT.** As a condition of this Lease, the Tenant must pay a Security Deposit prior to moving into the Premises as partial security for all of the Tenant's obligations under this Lease. The Security Deposit must be paid in full before the Tenant will be given access to the unit. The Security Deposit will not be the limit of damages if the Tenant violates this Lease, and the Tenant may be liable for damages in excess of the Security Deposit. As part of the Security Deposit, **All Tenants will be charged the \$100 professional cleaning fee at the time the tenant vacates, which will automatically be withheld from the Security Deposit.** This charge applies separately to all tenants and will not be "split" among them. Among other items, the cost of labor and materials for cleaning and repairs in excess of "normal wear" and the amount of delinquent payments of Rent and other charges, and late charges, may be deducted by the College from the Security Deposit to its full amount. The Tenant cannot use the Security Deposit to offset or pay in advance of any Rent or any other charges under this Lease, but the College may use, if it so chooses, all or any part of the Security Deposit for any of the Tenant's unpaid obligations. The Tenant agrees that the College has thirty (30) calendar days after (a)

termination of this Lease, or (b) surrender of the Premises (including return of all keys and physically vacating the Premises), whichever occurs first pursuant to MCA 70-25-202, to return any unused portion of the Security Deposit to the Tenant. If, after inspection by Residential Life & Housing, there are no damages to the Premises, no cleaning required, and no Rent or other obligations unpaid by the Tenant, the College shall return the Security Deposit within (10) ten calendar days by mailing it to the Tenant's new address. All Tenants are required to submit a forwarding address at time of departure. Along with that return, the College will provide the Tenant with a description and itemized listing of deductions that have been made from the Security Deposit, if any.

5. **UTILITIES:** The College agrees to furnish electricity, water, sewer, and trash removal from designated collection points, and wireless internet for the Apartment. All utilities must be used only for normal household purposes and must not be wasted.
 - a. **CABLE TV/TELEPHONE:** Pursuant to Carroll College's agreement with Spectrum, all Apartments are wired for cable television and telephone services, which may be contracted between Tenant and Spectrum separately. Tenants are NOT ALLOWED to contract any additional internet services.
 - b. **INTERNET:** Wireless internet (wi-fi) is provided in each Unit by the College.
 - c. **ELECTRICITY:** Tenant use of electricity along with the sharing of the common area usage is included in the Monthly Rent amount that is placed on the apartment account on or before the last business day of each month.

6. **KEYS:** Each Tenant will be provided with a key card to access the outside door of their apartment. Tenants may request that their bedroom door is locked during extended periods of time in which the Tenant is not present (for example, during holiday breaks). Replacement and lockout fees are as follows:
 - a. The first two (2) lockouts in any Lease Term are free. All subsequent lockouts that require staff assistance will cost \$10 per lockout and will be assessed to the Tenant's student account.
 - b. Replacement of a keycard is \$25.
 - c. Replacement of a mailbox key due to loss of key results in a re-key fee of \$20.00 and individual keys are \$10.00 (*prices are subject to change if market prices change*).

7. **Parking:** Apartment Tenants must register any motor vehicle to be used on campus by reserving or purchasing (if the Tenant is not a current Carroll student), a parking permit for their vehicle immediately upon moving in. Apartment Tenants are expected to reserve or purchase their parking permit through the Parking Office or online by clicking on the *Purchase permit or pay or appeal a fine* link that can be found on the Carroll College website at www.carroll.edu/parking. Tenants are expected to familiarize themselves with all Parking Regulations found on this page. As parking on campus is a privilege and not a right, failure to comply with the Carroll Vehicle Use and Parking Regulations may result in fines, towing, wheel-locking, or denial of parking privileges. Tenants are responsible for paying any and all outstanding citations that may be received. The College assumes no responsibility for any vehicle or its contents while operated or parked on campus. The College has a limited number of parking spaces available on college property for students and employees.

8. **IDENTIFICATION REQUIREMENTS:** Tenants and guest(s) of the Apartment Community, when requested by Carroll College employees (including any Residential Life & Housing professional or student staff), contracted employees, or emergency personnel, must present a valid picture ID. Failure to do so may result in temporary or permanent guest removal from the Apartment Community. All Tenants and guest(s) are required to be in possession of identification at all times. Please refer to the Student Handbook for information regarding false identification.

9. **LIABILITY/INDEMNITY.** The College, our respective employees, agents and affiliates, will not be liable to the Tenant or any of Tenants guests for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of the Tenant or other persons, including without limitation theft, burglary, assault, vandalism, or other crimes, or personal conflict with roommates. **TENANTS ASSUME FOR THEMSELVES AND ALL MEMBERS OF THEIR FAMILY OR THEIR GUESTS, ANY AND ALL RISKS IN CONNECTION WITH THE USE OF THE APARTMENT, THE COMMON AREAS, THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR THE TENANT'S USE, AND AT THE USER'S SOLE RISK. THE TENANT HEREBY INDEMNIFIES THE MANAGER AND CARROLL COLLEGE FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS AND DAMAGES WHICH THE COLLEGE OR ANY OF PARTY MAY SUFFER OR INCUR AS A RESULT OF THE TENANT'S NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS LEASE.**

If either party files suit to enforce the terms of this Lease, the prevailing party will be entitled to recover a reasonable attorney's fee.

10. **TERMINATION AND REMEDIES.** The Tenant is in violation of this Lease if:
- a. The Tenant fails to pay Rent or any other amount owed under this Lease as and when required by this Lease;
 - b. The Tenant fails to move into the Premises after completion of all required documentation, or the Tenant abandons the Premises. The College may assume that the Tenant has abandoned the Premises if personal property has been removed from the Premises and/or the Tenant is not living in the Premises for a period of longer than seven (7) days;
 - c. The Tenant has made any false statements or misrepresentation of any information supplied to the College;
 - d. Tenants or guests are arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled or hazardous substance, marijuana, or illegal drug paraphernalia as defined by applicable law;
 - e. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession). Montana state law and Carroll College policy prohibits student involvement in the use, possession, distribution, presence of, or sale of illegal drugs and/or paraphernalia;
 - f. The Tenant creates a nuisance or disturbance within the Apartment or the Apartment Community;
 - g. The Tenant fails to pay any charges or fees within ten (10) days after they are levied in accordance with this Lease or the Policies and Procedures; or
 - h. The Tenant establishes an unacceptable pattern of misconduct. Although individual offenses might be minor, a pattern of misconduct is considered chronic misbehavior. Chronic misbehavior, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem and may result in termination of the Lease Agreement.

If the Tenant is in violation of this Lease, the College may, without demand or notice (other than as provided in this paragraph or as otherwise required by applicable law), in addition to other remedies allowed and to the extent permitted by applicable law, do any or all of the following:

- a. Collect any charges or fees imposed by this Lease;
- b. Bring a legal action against the Tenant to collect past due Rent and any other damages incurred because of the Tenant violating the Lease;
- c. Terminate the Tenant's right to occupy the Premises and institute an action for possession;
- d. Bring a legal action against the Tenant to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, the College may still recover from the Tenant the difference between the Rent the Tenant was required to pay and the Rent actually paid by the new resident, together with any expense the College incurs to release the Premises);
- e. Report all debts to credit reporting agencies;
- f. Report all violations to Carroll College Officials which may adversely affect the Tenant's status as a student, prevent registration for classes, access to transcripts, ability to graduate; and/or
- g. Report all violations to law enforcement authorities.

The exercise of any remedy by the College shall not be deemed to exclude or waive the College's right to exercise against the Tenant any other right or remedy which the College might have. After the College gives notice to leave the Premises or if the College files an action for possession of the Premises, even if the College accepts Rent or other sums due, such acceptance does not waive or diminish the College's continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

In the event the College brings an action against a Tenant because of a violation of this Lease, the College can recover all costs or fees involved, including reasonable attorney's fees, as part of any judgment.

11. **COLLEGE'S RIGHT TO ENTER.** In the event of an emergency, or if it is otherwise impractical to provide any written notice, the College and its respective agents, employees, repairers, pest control agents, services and representatives may, without notice at any time, enter the Premises. Rooms may be entered to respond to an emergency situation. The entry can be gained by use of key card or other means to include breaking a window or other means if locks have been changed in violation of this Lease, and the Tenant will be liable for any damage caused thereby. With twenty-four (24) hours prior to written notice to the Tenant, the College can also enter to show an Apartment to inspectors, lenders, prospective buyers, prospective Tenants, other Tenants or insurance agents. The Tenant understands that the College will periodically enter Tenant's apartment and/or bedroom to conduct maintenance and/or inspection on said premises. Tenants will be informed of inspection visits at least twenty-four (24) hours prior to entry. By this lease, the Tenant grants the College, the College's Contractors and/or any other persons necessary to the effectuate said maintenance and/or inspections the right to enter Tenant's apartment and/or bedroom without notice to Tenant of the specific date and time of the entry so long as the entry date falls within the period proscribed in the notice.

In addition, the College will cooperate with outside agencies operating under a legal search warrant.

12. **FIRE OR OTHER CASUALTY.** If in the College's reasonable judgment, the Premises, the Building or the Apartment Community is materially damaged by Fire or other casualty, the College may terminate this Lease within a reasonable time after such determination by giving the Tenant written notice of such termination. If the College terminates the Lease, and the Tenant did not cause the loss, the College will refund prorated, prepaid Rent and the Security Deposit, less lawful deductions. If the College determines that material damage has not been caused to the Premises, the Building or the Apartment Community, or, if the College has elected not to terminate this Lease, the College will, within a reasonable time, rebuild the damaged Premises. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion caused by the Fire or other casualty.
13. **SUBORDINATION.** The lien of any lender(s) of loans secured by the Owner's interest in the Apartment Community will be superior to the Tenant's rights as a tenant under this Lease. Therefore, if the College violates the loan and a lender becomes the owner of the Owner's interest in the Apartment Community, such lender may terminate this Lease or it may elect to continue this Lease. The Tenant's rights under this Lease are therefore subject to the rights of the lender(s) or loans by the Owner's interest in the Apartment Community.
14. **RESPONSIBILITIES AND RIGHTS.** Tenants and their guests must comply with all the Regulations, Policies and Procedures and any additional rules and policies which the College adopts for the Apartment Community. These rules and policies are considered to be part of this Lease and the College can revise, change, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice for thirty (30) days in a conspicuous area that the College designates for notices to Apartment Tenants or by written notice to the Tenant.
15. **SALE OF APARTMENT COMMUNITY.** Any sale of the Apartment Community shall not affect this Lease or any of the Tenant's obligations, but upon sale the College will be released from all of its obligations under this Lease and the new manager of Apartment Community or such interest therein will be responsible for the performance of the duties of the College which arise from and after the date of such sale.
16. **RESIDENT INFORMATION.** If the Tenant has supplied information to the College by means of a rental application or similar instrument, the Tenant represents that all such information is true and correct and was given by the Tenant voluntarily and knowingly. If someone legally requests information on the Tenant or the Tenant's rental history for law enforcement, government or business purposes, the College can provide it.
17. **LIABILITY OF RESIDENTS.** The Tenant's Apartment assignment has been agreed upon by the Tenant and the College. If the Tenant fails to move into the correct Apartment, or elects to switch Apartments with another resident, the Tenant is still responsible for the Apartment that was agreed to at the time of accepting access to the assigned Apartment. The College is not obligated to rearrange Apartment assignments. Any damages to the Apartment that were assigned to the Tenant are entirely the responsibility of the Tenant. Tenants are responsible for any damages/violations caused by their guests.
18. **LIABILITY OF MANAGERS.** If the Tenant believes the College has violated this Lease, before the Tenant brings any action against the College for such violation, the Tenant must first give the College written notice of the nature of the alleged violation and allow the College thirty (30) days to cure it.
19. **SAFETY. THE COLLEGE DOES NOT GUARANTEE THE TENANT'S SAFETY OR SECURITY. TENANTS MUST EXERCISE DUE CARE FOR THEIR SAFETY AND SECURITY AND THE SAFETY AND SECURITY OF OTHERS.** None of the College's safety measures are an express or implied warranty of security or the guarantee against injury, loss, crime, or of a reduced risk of crime. The Tenant acknowledges that the premises are not a secure building and that the Tenant does not hold the College to a higher degree of care. **TENANTS ARE RESPONSIBLE FOR THEIR OWN SAFETY AND SECURITY.**
20. **GENERAL.** With regard to all provisions of this Lease, time is of the essence (this means that timing is very important in the performance of all matters under this Lease, and all deadlines will be strictly enforced). The Tenant's execution of this Lease confirms that no oral promises, representations or agreements have been made by the College or any of the College's representatives. This Lease is the entire agreement between parties. The College makes no representations or warranties that all tenants of the Apartment Community will be students. Only the College and our authorized representatives may waive, amend or terminate this Lease or any part of it.

All Lease obligations are to be performed in Lewis and Clark County, Montana and this Lease shall be governed by and interpreted under the laws of the State of Montana.

Unless this Lease clearly states otherwise, all sums owed by the Tenant are due upon demand. Any delay by the College in enforcing, or failure to enforce, the College's rights shall not be a waiver under any circumstances of the College's future right to enforce such rights. Omission of initials as indicated throughout this Lease will not invalidate this Lease. If any part of this Lease is not valid or enforceable, it shall not render the remainder of this Lease invalid or unenforceable.

- 21. **MANAGER/NOTICES.** Residential Life & Housing is the Manager for the Campus Apartments, any notices the Tenant needs to send to the College under this Lease (other than service of process on us) are to be delivered to Residential Life & Housing. All notices delivered under this Lease must be delivered by personal delivery, certified mail (return receipt requested), or via email (read receipt) address noted on page 1 and will be considered delivered and received upon actual receipt or delivery. All notices to the Tenant can be delivered to the Tenant's Apartment, to the Tenant's mailbox, and/or to the Tenant's email address on file. The College's address for purposes of service of process on the Manager is as follows: Assistant Dean of Students/Director of Residential Life & Housing, 1601 N. Benton Ave, Helena, MT 59625.
- 22. **SPECIAL PROVISION.** (FOR COLLEGE USE ONLY) The following special provisions have been added to and are a part of this lease:
