### **UNIVERSITY OF MINNESOTA**

**DOCUMENT INFORMATION AND INSTRUCTIONS**

**Form Ref.:** OGC-SC660

**Description:** Horticultural Research Center Housing Agreement

 This form is used by the Real Estate Office (REO) for leasing cabins at the Horticultural Research Center.

 Here are the instructions. Enter the indicated information in the word-fillable fields (when your cursor is in the word-fillable field, these instructions can also be found on the status bar located at the bottom of your computer screen). **PLEASE NOTE: If you do not have the information at hand to fill in the word-fillable field, you will need to insert an underline (\_\_\_\_) so that you will have space to enter the information after you print out the agreement.**

**First Paragraph**

 Enter the date the agreement is signed by the parties (ex. May 1, 2009)

 Enter the name of the tenant

**Paragraph 1.**

 Enter the name or number of the cabin and its address

 Check this box if renting one bedroom

 Check this box if renting a double occupancy cabin

 Enter the beginning date of the rental (ex. June 1, 2009)

 Enter the ending date of the rental (ex. June 15, 2009)

 Check this box if Tenant is University of Minnesota Faculty

 Check this box if Tenant is University of Minnesota Staff

 Check this box if Tenant is University of Minnesota Student

 Check this box if Tenant is something other than the choices above

 Enter description of what the Tenant is (ex. private citizen, etc.)

**Paragraph 2.**

 Enter (write out) the number of person/people residing in the leased cabin (ex. four)

 Enter the number of people residing in the leased cabin (ex. 4)

**Paragraph 4.**

 Write in words (not numbers) the dollar amount of the rent (ex. one thousand five hundred)

 Enter the cents amount (ex. 50) or enter “NO” if there is none

 Enter the dollar amount of the rent (ex. 1,500.00)

**Signature Block**

 Enter the name of the University employee delegated the authority to sign the agreement on behalf of the Regents of the University of Minnesota (See [www.ogc1.umn.edu/delegations/library](http://www.ogc1.umn.edu/delegations/library) to find person with signature authority)

 Enter the name of the Tenant who will be signing the agreement

 Enter the title of the University employee delegated the authority to sign the agreement

 Enter the title of the tenant who will be signing the agreement

Lease No. U-\_\_\_\_\_\_\_\_



HORTICULTURAL RESEARCH CENTER

HOUSING AGREEMENT

**THIS HOUSING AGREEMENT** (the “Agreement”) is entered into on      , by and between the Regents of the University of Minnesota (the "University"), a Minnesota constitutional corporation, and       (the “Tenant”). This Agreement is entered into by the University through the Horticultural Research Center.

**1.** University, in consideration of the rents and covenants contained in this Lease, does lease to Tenant, and Tenant does rent from University, the following described premises, situated in Carver County, Minnesota, described as follows:      , providing for the private and/or shared space as checked below:

 [ ]  One bedroom privately occupied; with bathroom, kitchen, living room and remainder of Residence shared by other tenants;

 [ ]  Double occupancy of one private bedroom (with up to two persons per bedroom); with bathroom, kitchen, living room and remainder of Residence shared by other tenants;

(the checked facilities are referred to as the “Residence”) at University’s Horticultural Research Center (the “Facility”), during the period of       through      . Tenant is:

 [ ]  University of Minnesota Faculty

 [ ]  University of Minnesota Staff

 [ ]  University of Minnesota Student

 [ ]  Other

The Residence shall be occupied by Tenant in accordance with the following terms and conditions:

**2.** The Residence is leased to Tenant for residential purposes only for       (   ) person/people. Unless this Agreement covers an entire Building, from time to time during the term of this Agreement upon notice to Tenant, the University may assign, move, or re-assign Tenant to another space at the Facility, and Tenant agrees that on the date specified in the notice, Tenant will surrender possession of the space then occupied and will comply with the terms of this Agreement with respect to such new space.

**3.** The University will provide heat, electricity, sewer/water services, trash removal and major maintenance and repairs for the Residence. The Tenant will deposit trash and recyclable materials in the designated trash receptacles and will keep the Residence in good clean condition and order.

**4.** The Tenant will pay the University, as rent for the Residence and services,       and   /100 dollars ($     ) per month, pro-rated for shorter periods. Rent is payable in advance on or before the first day of the month without demand therefore.

**5.** No pets or firearms are allowed in the Residence or at the Facility.

**6.** The Tenant agrees at all times to be responsible for the safety of occupants and guests in the Residence and their respective belongings. Tenant agrees to hold University harmless and indemnify University against any and all liabilities, losses, costs and damages, including property damage, personal and bodily injury, damage or loss to or caused by the Tenant or Tenant’s guests and invitees, or loss or damage to any property of said persons in or about the Facility from any cause whatsoever. Tenant is encouraged to carry Renter’s Insurance to protect against such losses.

**7.** The Tenant shall not assign this Agreement or sublet the Residence.

**8.** The Tenant will, at the expiration of this Agreement or upon reassignment of space as provided above, quietly yield and surrender the Residence to the University in as good a condition as when Tenant took them, ordinary wear and tear and damage from the elements excepted. The Residence shall not be altered by the Tenant in any way, including marring the surface of walls, furniture, etc., with tacks, nails, tapes, etc.

**9.** In the event Tenant fails to perform any term or condition of this Agreement, the University shall have the option of terminating this Agreement immediately. In the event University fails to perform any term or condition of this Agreement, the sole remedy of Tenant shall be the termination of this Agreement and a refund of prepaid rent for the period following termination.

**10.** This Agreement may be extended in writing by the mutual agreement of the parties.

**11.** Notices required hereunder shall be sent to the Tenant at the Residence and to the University c/o Real Estate Office, 451 Donhowe Building, 319 15th Avenue SE, Minneapolis, MN 55455.

 **IN WITNESS WHEREOF**, the University and Tenant have executed this Agreement the day and year first above written.

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| **Regents of the University of Minnesota**By: Name:      Title:      Date:  | **Tenant**By: Name:      Title:      Date:  |