# **Doc. No. U-**

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UMD Senior Renter Housing Agreement

 **THIS AGREEMENT** is entered into effective as of       by and between Regents of the University of Minnesota (the “**University**”), a Minnesota constitutional corporation, and       (the “**Resident**”).

**1. Use.** University grants Resident the right to occupy the premises described as Rooms       in      , a housing facility located on the UMD Campus in Duluth, Minnesota (the “**Premises**”). Additional persons occupying the Premises, if any, are as follows:      . A maximum of four (4) persons may occupy the Premises described in this Agreement. If any persons occupying the Premises are minors, Resident will be responsible for supervising those minors while on the Premises.

 1.1 University, in its sole discretion, reserves the right to substitute the Premises with comparable rooms in another housing facility on the UMD Campus.

 1.2 Resident will occupy the Premises according to the terms of this Agreement, all University policies, rules and regulations (including prohibitions on pets, smoking, alcohol, gambling and firearms) and all applicable federal, state and local laws, ordinances, rules and regulations. Resident will not assign its rights under this Agreement, nor permit persons named in Section 1 to occupy the Premises without University's prior written consent, which consent University may grant or withhold in its sole discretion.

**2. Term.** Resident and those persons named in Section 1 will occupy the Premises from       through       (referred to in this Agreement as the “**Term**”).

**3.** **Rental Payment.** Resident will pay to University as payment for its use of the Premises during the Term the sum of $      (the “**Rental Payment**”). Resident will submit the Rental Payment to the Summer Housing Office, 189 Lake Superior Hall. The Rental Payment is due at check-in. Failure to make payment when due will result in the termination of this Agreement. A 15 day written notification of changes in arrival or departure dates is required to avoid charges for dates on which Resident is not occupying the Premises.

**4. Summer Resident Handbook.** Resident agrees to comply with all procedures, rules and regulations in the UMD Summer Resident Handbook (the “**Handbook**”) accessible at [www.d.umn.edu/housing](http://www.d.umn.edu/housing). University reserves the right to amend the Handbook at any time, provided that no such amendment will affect Resident‘s rights under this Agreement.

**5. Right of Entry.** University will have the right upon reasonable notice to enter the Premises during all business hours (except in emergency situations when entry will be immediate) for the purposes of (i) making repairs, renovations, additions or alterations, (ii) ensuring health, fire and safety regulations are observed, (iii) as a part of check in/check out procedures, or (iv) at the request of Resident.

**6.** **Personal Property.** Resident is responsible for loss of or damage to any personal property of Resident, its family members, guests or visitors located within the Premises or otherwise on University property, before, during or after the Term of this Agreement.

**7.** **Indemnification.** Resident agrees to defend, hold harmless, indemnify and release University from and against any and all liabilities, losses, costs and damages, including property damage, personal and bodily injury, damage or loss to or caused by Resident, Resident’s family, other occupants, guests or visitors damage to any property of said persons in or about the Residence from any cause whatsoever.

**8.** **Notices.** All notices required by this Agreement will be in writing and will be delivered personally or by certified mail, return receipt requested, to University at UMD Summer Housing Office, 189 Lake Superior Hall, and to Resident at      .

**9. Violations.** If Resident, including the persons named in Section 1 above and Resident’s guests or visitors, violates any term of this Agreement, the UMD Summer Resident Handbook or any University policy, rule or regulation, University may terminate this Agreement and Resident will be required to vacate the Premises immediately.

**10.** **Force Majeure.** No party to this Agreement will be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, terrorist acts, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

**11. Permission for Photos.** Resident hereby authorizes University and its agents to record photographs or other portraits or likenesses of me on videotape, audiotape, film, photograph or any other medium (collectively, “**photos**”) and to use, reproduce, modify, distribute, and publicly exhibit such photos, in whole or in part, without restrictions or limitation for any purpose that the University deems appropriate. Resident acknowledges that their participation in such photos is voluntary, that Resident will receive no financial compensation for such participation, and that all such photos will be the sole property of University. Resident hereby releases the University, its successors and assigns, agents, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the recording process, or any unintentional misspellings or inaccuracies and waive any right that Resident may have to inspect or approve the finished photos.

 **IN WITNESS WHEREOF**, University and Resident have executed this Agreement as of the date set forth above.

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