



Addendum for Family Housing (Buckeye Village)

1. Contract Offer and Acceptance

Resident acknowledges that, in addition to the terms of this Addendum, the resident is bound during the contract term by the Terms & Conditions and Residential Living Handbook.

2. Contract Duration

- A. Contracts may begin at any time at Buckeye Village, but expire on May 15th each year. Residents have the option to renew their contracts for the following year (May 16th to May 15th).
- B. The contract will continue in full force until May 15th unless the resident withdraws from classes or graduates from the university and submits an "Intent to Vacate" form to the University. The "Intent to Vacate" form, available at the Buckeye Village Office, must be on file at the Buckeye Village office at least 45 days before the end of classes for the term the resident is graduating or withdrawing.
- C. If the resident gives less than the required 45 days' notice of intent to vacate, rent will be charged for 45 days from the date the vacancy notice is received by the Buckeye Village office. In the event that the resident gives more than 45 days' notice of intent to vacate, rent will be charged through the date on which the apartment is vacated and keys returned.
- D. If graduating, the date on which the resident indicates they will vacate the premises shall be no later than seven (7) calendar days after commencement.
- E. If the resident has not checked into the contracted apartment by 3:00 PM of the start date of the contract, the apartment will be automatically reassigned unless the resident has notified the University Housing Office in writing that he/she will be checking in at a later time or date.

3. Terms of Contract

- A. The apartment shall not be used for unlawful purposes, for any purpose contrary to federal, state, or university guidelines, or in such a manner as to constitute a nuisance or annoyance to the residential community.
- B. The university reserves the right to relocate residents pursuant to Section 22 of the Terms and Conditions to other apartments in order to comply with local, state and federal law.

4. Utilities

- A. The university agrees to provide reasonable amounts of heat, water and waste disposal consistent with university policies during the contract services period.
- B. The university agrees to provide internet in the assigned apartment and to include the monthly local service charge in the rent fee.
- C. Residents will be responsible for obtaining and paying directly for all other utilities, including, without limitation, electricity, telephone and cable services.

5. Rent and Payments

- A. Rent will be charged and prorated from the date on which the resident picks up the apartment key or from the start date of the contract, whichever date is earlier, in accordance with Section 5.D.
- B. All monthly rent payments are due on or by the first day of each month.
- C. All rents are payable to The Ohio State University. Payments may be made with Visa/MasterCard/Discover/American Express online or by phone and will include a \$2 credit card processing fee. Payments may be made in person by personal check, traveler's check, money order, cash, or Visa/MasterCard/Discover/American Express without any processing fee. Payments may also be mailed to: University Housing, 350 Morrill Tower, 1910 Cannon Drive, Columbus, Ohio, 43210-1290.
- D. Rent charges for occupancy less than a full month shall be computed on the basis of a daily charge equal to 1/30 of the monthly rent times the number of days that the resident and/or his/her belongings occupy the apartment.

6. Delinquent Payments

- A. If rent payment is not made by 5:00 PM on the fifth business day of the month, it will be considered delinquent. Beginning at 5:00 PM. on the fifth business day of the month, a late penalty of \$15 will be imposed in addition to the rent, plus an additional \$2 for each day thereafter, up to a maximum late penalty of \$25.

- B. If the resident's payment by personal check is returned by the bank for insufficient funds, a \$30 processing fee will be charged.
- C. Residents whose rent payments have been returned three times for insufficient funds in checking accounts or declined credit cards will be required to pay future rent by money order.
- D. The university shall have the right to repossess the apartment should the resident's rent be in arrears and remain unpaid for 30 days after the receipt of notice of default. The resident agrees to recover any deficiency in rent and expenses for any damages that the university may have sustained as a result of the resident's use and occupancy of the apartment.
- E. If a charge assessed to a credit card is challenged by the resident and, after research, is deemed valid, a \$30 charge will be assessed to recover research/processing time.
- F. Payments delinquent for more than 30 days or remains due upon departure will be billed to the resident's university account. A hold may also be placed upon the resident's student records until the resident provides payment to the university.

7. Security Deposit

- A. Upon acceptance of his/her contract in Buckeye Village, the resident shall pay a security deposit equal to one month's rent.
- B. Upon proper termination of the contract, the security deposit will be applied to the resident's rent charges for the final month of the resident's contract.
- C. The resident agrees that upon vacating the apartment, he/she will be held financially accountable for any unpaid rent owed by the resident as well as for the cost of repairs and/or cleaning the apartment, beyond reasonable wear and tear.
- D. The resident's liability to the university for damages shall not be limited to any amount.
- E. If there are no damages or losses, the resident's security deposit shall be applied to the last month's rent. Notwithstanding any such application, the resident shall remain liable for all damages and losses and all rent and other payments accrued through the termination date of their contract. Failure to discharge all such liabilities will result in the denial of further registration and enrollment with the university and of graduation and with the placement of a financial hold on the resident's student records, including transcripts.
- F. The university will provide the resident with a written itemized list of any amounts applied for the above purposes and will return any overpaid fees after the termination of the contract and delivery of the apartment back to the university.
- G. Should the resident break the contract prior to the start date, the security deposit will be forfeited. Where the resident has forfeited their security deposit under this Section, the resident shall also be charged monthly rent until the apartment can be reassigned to a new resident. Reasonable effort will be made to reassign all vacant apartments as soon as possible.

8. Activity Fee

- A. The resident agrees to pay an activity fee each semester to be used by the Buckeye Village Council for social activities or other activities the council may agree upon.
- B. The fee will be collected with the rent during the first month of each academic semester.
- C. All unallocated activity fees will be deducted from the resident's overpaid fees at the termination of the contract.
- D. The fee is established by the Buckeye Village Council and may be changed by the council in accordance to its constitution and bylaws.

9. Contract Termination

- A. Upon termination, the university may change the locks to the apartment, mailbox(es), and drawer(s) and charge all costs associated with such a change to the resident.
- B. The resident understands that the university may also terminate this contract in accordance with Section 26 of the Terms and Conditions upon discovery that the resident has unpaid fees or charges, current or previous, with the university or that the resident was otherwise ineligible for a contract offer following a behavior and conduct hearing.

10. Entry and Inspection

- A. The university and resident agree that entry and inspection of the apartment will occur three to four weeks prior to the termination date of the resident's contract to identify work to be done once the apartment is vacated.
- B. Inspections will be coordinated with the resident and may include maintenance and housekeeping staff.

11. Services and Maintenance

- A. The resident agrees not to waste nor permit waste of water or heat and agrees to take proper care of water and light fixtures in the contracted premises and to pay for all damages sustained by his/her apartment by neglect.

- B. The resident agrees that no alterations, permanent installations, or other changes, including but not limited to the removal of water filters installed by the university to potable water sources, will be made in the contracted apartment without first obtaining consent in writing from the manager of Buckeye Village.
- C. All breaks, damages, and need for general repairs should be submitted using an online service request. No charges will be made for repairs that arise from normal wear and tear. Residents will be assessed for all damages that are considered more than normal wear and tear.
- D. After regular business hours, emergency maintenance (e.g., no heat, no electricity, stopped-up toilets, water overflow, etc.) can be reported by calling 614-292-4357.
- E. Requests for maintenance service by the resident will constitute authorization to enter the apartment.
- F. The university will conduct fire/safety/health and preventative maintenance inspections periodically.

12. Keys and Security

- A. At check-in, a resident named on the apartment contract will be given:
 - i. One apartment key and
 - ii. One mailbox key.
- B. An additional key may be requested in writing by resident for any other resident whose name appears on the apartment contract.
- C. Residents are responsible for the security of the keys.
- D. If the Buckeye Village office is open, the resident is permitted to check out a "loaner" key at no charge to open his/her locked apartment. If Buckeye Village staff needs to let the resident into his/her apartment when the Buckeye Village office is closed, the resident will be assessed a \$25 fee.

13. Inventory

- A. Upon picking up keys to his/her apartment, the resident will be emailed a Room Condition Report that he/she must complete and submit online no later than a week after the move-in date. The form should be completed carefully with damages recorded before occupancy.
- B. All damages not listed on the Room Condition Report will be charged to the resident when the apartment is vacated.

14. Apartment Transfers

- A. Transfer from a two-bedroom apartment to another two-bedroom apartment or from a one-bedroom apartment to another one-bedroom apartment is not permitted.
- B. Applications for transfer from a one-bedroom apartment to a two-bedroom apartment can be filed with the Buckeye Village office and will be accepted only from residents who have children in their custody. Single graduate, professional, or nontraditional residents are eligible for one-bedroom apartments only.
- C. When a transfer is approved, a \$50 transfer charge will be assessed for residents transferring from a one-bedroom to a two-bedroom apartment (or vice versa). Each transfer must be completed within three calendar days after the apartment becomes available.

15. Behavior and Care of Furnishings

- A. Resident agrees to ensure that family members and/or guests will not act in a disruptive or noisy fashion and to abide by community quiet hours. Residents with children agree to be responsible for their children's actions.
- B. The university furnishes each apartment with an electric range, electric refrigerator, electric garbage disposal, and air conditioner.
- C. Residents are responsible for the care of the apartment and proper use of all equipment inside and/or attached to the dwelling unit. Manufacturer's instructions for proper care and use are available at the Buckeye Village office.
- D. All furnishings are permanent and must not be removed by the resident.

16. Surrender of Premises

- A. All apartments must be inspected for damages and cleanliness prior to the resident's departure. An appointment for this inspection will be made with the resident.
- B. The resident's rent and occupancy will cease when he/she has appeared at the Buckeye Village office and has completed the following items of business:
 - i. Surrendered all apartment keys;
 - ii. Surrendered one mail key (residents with upstairs apartment entrances); and,

- iii. Provided in writing a forwarding address where he/she may be contacted and where any further correspondence may be sent.
- C. If the apartment or furnishings require cleaning or the appliances or equipment need repair, reasonable wear excepted, the outgoing resident will be responsible for this expense.
- D. If the resident or anyone claiming under the resident continues in possession of the apartment or any part thereof beyond the termination of this contract (the vacate date), the resident will be responsible for paying prorated rent on a day-to-day basis for each day he/she remains in the apartment beyond the termination of this contract.
- E. If no prior permission for an extension of the vacate date was given by the Buckeye Village office or University Housing, the university reserves the right to force the removal of a resident in the case that an apartment has already been rented to a new resident, or to assess the resident \$50 per day holdover charge.

17. Grievances

- A. Complaints/grievances sometimes arise regarding conditions of occupancy. When a resident has a complaint/concern, he/she is encouraged to discuss the matter with the manager of Buckeye Village to seek resolution on an informal basis. When a complaint/concern is not promptly resolved, the resident may file a formal grievance to secure a resolution.
- B. Should the resident desire to file a formal grievance, he/she should do so in writing and present the grievance to the manager of Buckeye Village. The manager will conduct a meeting with the resident, determine all the facts pertaining to the grievance, and advise the resident of the resolution within five business days. If the resolution is not satisfactory to the resident, he/she may appeal to the Assistant Director of Residence Life.

18. Joint and Several Liability

- A. Each resident that executes this contract shall be jointly and severally liable for the payment of rent and for damages against the university in accordance with the Terms and Conditions of this contract. The university can at its option proceed against the resident of its choice without proceeding against the other(s), and, in doing so, the university will in no way relinquish or diminish any legal remedies against the remaining resident (s).

19. Entire Agreement

- A. This contract contains the entire agreement between the parties unless otherwise stated and supersedes all prior agreements.