



Terms & Conditions Addendum for Gateway, Graduate and Non-Traditional Housing **2021-2022**

This addendum is applicable to all graduate, professional, and non-traditional students residing in University-owned graduate and non-traditional housing and to all residents in the South Campus Gateway (Gateway).

1. Eligibility

- A. To reside in the Gateway, residents must be 21 years old as of August 1st of the contract year.
- B. Only graduate and professional school students are eligible to reside in studio and one bedroom housing in the Gateway, Graduate and non-traditional housing.

2. Contract Offer and Acceptance

- A. 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.

3. Contract Duration

- A. Graduate and Non-Traditional Contracts
 - i. At the end of their initial term, graduate and non-traditional contracts shall renew automatically on a yearly basis, summer session and the next academic year through the end of spring semester, at the then-prevailing rent and on the then-prevailing terms and conditions, unless the resident notifies the Housing Services Office in writing at least 45 days before the last day of classes for the last semester of the term. Written notification of acceptance of contract termination will be sent to the resident
 - ii. Graduate and non-traditional contracts will continue until terminated by the resident's withdrawal from classes or by the resident's graduation from the university. An "Intent to Vacate" form must be submitted at least 45 days in advance of the last day of classes for the semester or session if the resident intends to vacate the apartment.
 - iii. 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. 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.
- B. Gateway Contracts
 - i. Gateway contracts are renewed on an annual basis.
 - ii. Residents have the option to renew their contracts for the following year (June 1st to May 30th).
- C. Graduate, Gateway, or non-traditional contracts for which the initial term is only the summer session are not renewable. Residents with summer contracts who wish to remain in Gateway, graduate, professional or nontraditional housing during the normal academic year must submit a separate contract.
- D. If the Graduate, Gateway, or non-traditional housing resident is graduating, the resident must vacate the premises no later than seven calendar days after commencement, giving the proper advance vacate notice of 45 days.
- E. If the resident has not checked into the contracted apartment by 3 p.m. of the beginning date of the contract, the apartment will be automatically reassigned unless the resident has notified the Housing Office in writing that they will be checking in at a later time or date.

4. 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.

5. Utilities

- A. The university agrees to provide reasonable amounts of heat, electricity, gas and waste disposal consistent with university policies during the contract services period.

- B. Gateway residents are responsible for the water bills for their unit. Charges for monthly usage will be added to their rent statements.
- C. Non-traditional housing utilities are provided as specified on the contract.

6. 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 beginning date of the contract, whichever comes first, pursuant to Section 6.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 their belongings occupy the apartment.

7. 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 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 cover 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 that 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.

8. Security Deposit

- A. Upon acceptance of the contract, 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, they 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 rent and 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.

9. Activity Fee

- A. The resident agrees to pay an activity fee each semester to be used for social activities or other activities that may be offered.
- B. The fee will be collected with the rent during the first month of each academic semester.

- C. All unpaid activity fees will be deducted from the resident's overpaid fees at the termination of the contract.
- D. The fee is established by the Residence Hall Advisory Council and may be changed by the council in accordance to its constitution and bylaws.

10. Contract Termination

- A. Upon termination, the university may change the locks to the apartment, mailbox(es), and drawers(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.

11. Services and Maintenance

- A. All breaks, damages, and need for general repairs should be reported to the maintenance staff via the service request system. 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.
- B. Neil Building bathroom facilities will be cleaned once per semester.
- C. 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.
- D. Requests for maintenance service by the resident will constitute authorization to enter the apartment.
- E. The university will conduct fire/safety/health and preventative maintenance inspections periodically.

12. Keys and Security

- A. At check-in, the resident will be given an apartment key. Residents are responsible for security of the key.
- B. At check-in, Gateway residents will also be given a mailbox key.
- C. Gateway residents should contact Gateway Security staff, located in the 11th Avenue parking garage, should they be locked out and need access.

13. Inventory

- A. Upon picking up keys to their apartment, the resident will be emailed a Room Condition Report that they must complete no later than a week after the move-in date. The form should be completed carefully with damage 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. Applications for transfer can be filed with the Housing Office.
- B. When a transfer is approved, a \$50 transfer charge will be assessed. Each transfer must be completed within three calendar days after the apartment becomes available.

15. Behavior and Care of Furnishings

- A. The resident agrees to ensure that guests will not act in a disruptive or noisy fashion, and residents agree to be responsible for their guests' actions.
- B. In the Neil Building graduate, non-traditional housing, the university furnishes:
 - i. An efficiency apartment with a bed, desk, desk chair, stove/oven, dresser, bookcase, refrigerator and a microwave.
 - ii. A 4-bedroom for 4 with a bed, dresser, desk, desk chair, bookcase, stove/oven, refrigerator, dishwasher, microwave, table and chairs, couch, lounge chair, table and lamp.
 - iii. Modified units are provided with a stove top instead of a stove with an oven.
- C. In Gateway apartments, the university furnishes each apartment with a bed, desk, desk chair, dresser, couch or lounge chair, bar stools or dining table and chairs, stove, refrigerator, microwave, dishwasher, garbage disposal, washer and dryer.
- D. All furnishings are permanent and must not be removed by the resident.

16. Withdrawal from the University and Contract Inactivation

- A. The parties agree that the contract may be inactivated under the conditions listed in Section 16.B.
- B. Written documentation and request must be given to University Housing before the first day of classes of the semester or session for which one of the following conditions exists:
 - i. Withdrawal from the university after paying fees but before classes begin
 - ii. Non-attendance or non-enrollment

- iii. Enrollment for eight or fewer credit hours through the first Friday of the semester
 - iv. Affiliation with special university programs away from the campus area for the entire semester
 - v. Academic dismissal
 - vi. Graduation from The Ohio State University
 - vii. Marriage
- C. The resident agrees to the terms and conditions and its addendum until written approval is given to their request for contract inactivation.
 - D. The resident who officially withdraws from the university during the semester or session must remove all personal belongings and officially check out at their hall office and return the room key/key card within 48 hours of withdrawal from the university. If the resident fails to vacate within 48 hours, the university may take possession of the assigned space, change the locks to that room, drawer(s), and mailbox(es), and charge all costs associated with such change to the resident.
 - E. After this contract has been inactivated, if the resident becomes enrolled full-time at their respective campus, the resident agrees to fulfill any balance of the term with the university (unless inactivation is a result of graduation or marriage).

17. Relief from Contract Obligations

- A. Authority for relief from any contract obligations, as outlined in Sections 16, 17, and 18, is held solely and exclusively by University Housing.
- B. Relief from contract obligations is not given after the beginning date of the term of contract other than as outlined in Sections 16, 17, and 19. The university assumes that the person signing the contract has reviewed their financial resources and medical, religious, dietary, and other needs prior to signing this contract.
- C. The resident who moves out of university residences during the term of the contract without relief from contract obligations and remains enrolled continues to be liable for the payment of University Housing and Dining Services fees which will accrue against his or her account, whether or not services are used.

18. Contract Cancellation

- A. Residents may cancel this contract by the following dates:
 - i. When the term of contract begins with autumn semester, the cancellation deadline is July 1.
 - ii. When the term of contract begins with spring semester, the cancellation deadline is December 15.
 - iii. When the term of contract begins with summer session, the cancellation deadline is April 15.
- B. Written notice of cancellation must be made to University Housing. Notification by other means or to other university offices will not be accepted and will not constitute cancellation.

19. Security Deposit Disposition

- A. Submission by the student of the Housing Contract and the security deposit reserves a space in the university housing.
- B. In response to the request to reserve space, University Housing will attempt to acknowledge in writing that appropriate materials have been received and that space is being reserved.
- C. If the resident, through appropriate procedure as outlined in this Section, releases the reserved space by written notice to University Housing (received and/or postmarked by dates indicated), the security deposit is refundable as follows, provided the resident has complied with the terms and conditions of the contract:
 - i. Full refund when written notice of space release is received or postmarked by the applicable contract cancellation date outlined in Section 18.
 - ii. Forfeiture (no refund) of the security deposit if the notice of space release is postmarked and/or received July 2nd or later (when the contract begins with autumn semester); December 16th or later (when the contract begins with spring semester); June 1st or later (when the contract begins with summer term).
 - iii. Forfeiture (no refund) of the security deposit if departure from housing results from academic dismissal, withdrawal, or non-enrollment during the term of contract.
- D. If space is not available, and/or the contract is not accepted by University Housing, the security deposit will be refunded in full.
- E. After serving the purpose of reserving space for the beginning semester of the term of contract, the security deposit will be applied to the last month's rent.

- F. 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 efforts will be made by University Housing to reassign all vacant apartments as soon as possible.

20. Surrender of Premises

- A. The resident's rent and occupancy will cease when he/she has completed the following items of business:
 - i. Surrendered the apartment key;
 - ii. Surrendered a mailbox key (Gateway residents); and,
 - iii. Provided in writing a forwarding address where he/she may be contacted and where any further correspondence may be sent.
- B. 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.
- C. 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 they remain in the apartment beyond the termination of this contract.
- D. If no prior permission for an extension of the vacate date was given by the Housing Office, 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.

21. Grievances

- A. Complaints/grievances sometimes arise regarding conditions of occupancy. When a resident has a complaint/concern, they are encouraged to discuss the matter with the Housing Coordinator or Building Manager (Gateway residents) 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, they should do so in writing and present the grievance to the Housing Coordinator or Building Manager (Gateway residents). A meeting will be held with the resident to determine all the facts pertaining to the grievance and to advise the resident of the resolution within five business days. If the resolution is not satisfactory to the resident, they may appeal to the Assistant Director of Residence Life. If the grievant is not satisfied with that decision, they may appeal to the Director of Residence Life.

22. Joint and Several Liability

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).

23. Entire Agreement

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