



**FROSTBURG STATE UNIVERSITY
EDGEWOOD COMMONS APARTMENTS
RESIDENT HOUSING CONTRACT
2017-2018**

1. **Agreement:** The term of this Edgewood Commons Apartments at Frostburg State University (herein called the “Building”) resident housing Contract (herein called the “Housing Contract” or “Contract”) between the registered Frostburg State University student _____ (herein called the “Resident”) and Capstone On-Campus Management, LLC (herein called “Management”) for and on behalf of Maryland Economic Development Corporation, (herein called “MEDCO” or the “Owner”) in association with Frostburg State University (herein called the “University” or “FSU”) is for one (1) academic year consisting of two (2) semesters as indicated below (“Term”). Resident understands Management shall only permit the Resident to occupy the room with the Resident’s agreement to all terms and conditions listed as part of this Housing Contract and only for so long as Management believes that the Resident is in full compliance with this and all rules and policies of Edgewood Commons Apartments and Frostburg State University.
2. **Academic Year - Terms of Occupancy:** The Building opens at **9am on the 27th day of August 2017** (“First Day of Occupancy”) and closes at **5pm on the 25th day of May, 2018** (“Last Day of Occupancy”). The “Term of Occupancy” of this Contract is defined as the Fall semester period of occupancy (beginning on August 27, 2017 and ending December 21, 2017) as well as the Spring semester period of occupancy (beginning on January 28, 2018 and ending on May 25, 2018). Fall semester residents may elect to occupy the residence for the period of time between the Fall and Spring semester for no additional charge.

Resident may not occupy a room prior to the First Day of Occupancy or after the Last Day of Occupancy unless granted previous permission in writing from Management. An additional cost of forty dollars (\$40) per day, will be assessed for occupancy outside the Term of Occupancy for reasons other than University-based business.

3. **Summer Occupancy and Summer Storage:** Resident may sign a separate Contract for summer housing or storage. This Contract will be available beginning in March of each year. Resident requesting a summer housing Contract may be required to change bedrooms due to consolidation. If a Resident selects a summer storage Contract, **all belongings must be stored in the assigned bedroom and the bedroom must be locked.** Keys must be turned in and FSU IDs deactivated for any Resident selecting a summer storage Contract. Management will conduct standard cleaning in the common areas where a Resident has chosen the summer storage option. Resident acknowledges that the Management may utilize the common area space of an apartment in which the Resident has chosen to store their belongings.
4. **Application and Activity Fees:** Resident will be responsible for the following fees:
 - a. For new resident Contracts
 - i. Non-refundable Application Fee – a two hundred dollar (\$200) non-refundable fee must be submitted with the application.
 - ii. Non-refundable Activity Fee – a fifty dollar (\$50) non-refundable activity fee must be submitted on or before 8/1/17 (fall semester) or 1/1/18 (spring semester) depending on the semester housing begins. These funds are used to provide the community with programming, activities, and equipment for the game, media, and fitness rooms.
5. **Contract Fee:** The Contract Fee payable by the Resident hereunder for occupancy of the Building during the Term shall be based on the unit type selected below (herein called “Contract Fee”):

<u>Apartment Type</u>	<u>Contract Fee</u>	_____
<input type="checkbox"/> Four Bedroom	\$7,500 (\$3,750/semester)	Resident’s Initials
<input type="checkbox"/> Two Bedroom*	\$ 8,900 (\$4,450/semester)	_____
		Resident’s Initials

*In the event the Resident selects a two-bedroom apartment when none are currently available for the term selected, the Resident will be placed on the waiting list for a two-bedroom apartment and assigned to a four-bedroom apartment until such a time that a two-bedroom apartment becomes available.

6. **Terms of Payment and Charges:** The Contract Fee for the Term is listed above. This amount is for one (1) bed space in a shared apartment. The Contract Fee under the Housing Contract is for the entire academic year and can be paid using the payment options listed on the following Addendum.



In the event any payment of the Contract Fee is not received in the Management office of the Building prior to the close of the third (3rd) day after it is due, such payment shall be delinquent and the Resident shall pay a late charge equal to five percent (5%) of the amount of the delinquent Contract Fee and such late charge shall be treated as an additional Contract Fee. Any additional charges, such as damages or fines, will be due immediately upon notification.

All Contract payments shall be made without demand or notice by Management. Bills, invoices, or statements will not be sent. This Contract Agreement is notification of payment due dates. Checks and money orders tendered for payment shall be made payable to Edgewood Commons Apartments, addressed to: One University Drive, Frostburg, MD 21532. All payments must be made in US Funds. Payments may also be made using the Resident Portal located at www.edgewoodFSU.com or by phone at 301.689.1370. Management shall, at all times, have the right to refuse payment in the form of “cash” for Contract Fees.

In the event that Contract Fees are paid by check, the Resident shall pay a charge of twenty-five dollars (\$25) for any check returned to Management for non-sufficient funds, or which otherwise fails to clear the check issuer bank. Such charge shall be due and payable immediately upon notification to Management of each such instance of non-sufficient funds, and shall be in addition to any late charges assessed as stated above. Management reserves the right at any time during the Term to specify and demand a particular form of payment for all money due, whether such form of payment may be money order or cashier’s check.

Resident acknowledges that any payments received by Management will first be applied to any outstanding charges (such as late charges, cleaning fees, damage repair and non-sufficient funds check charges), prior to applying same to the current payment due and payable. In the event the payment tendered is insufficient to pay in full all charges then outstanding, the Resident shall immediately pay the difference, plus any late charges incurred by virtue of the failure of the Resident to pay in a timely manner all sums due from the Resident to Management.

Failure to make payments will not release the Resident from the financial obligations of this Contract. However, failure to satisfy financial obligations by published deadlines or billing due dates may result in any of the following actions by the Management: Locks changed and blockage of access and removal of the Resident’s belongings, collection actions, termination of Contract, ineligibility to future housing Contracts, denial of future occupancy in any Capstone managed facility at the Management’s discretion.

7. **Assignment and Occupancy:** The following guidelines will govern room assignments and occupancy:
 - a. Management reserves the right to refuse to give a housing assignment to any student. Examples of reasons for refusals include, but are not limited to: individuals who have a criminal history, individuals who have behavioral problems which may, in the opinions of Management, negatively impact the group living environment, and individuals who have been previously evicted or suspended from University housing.
 - b. Management may provide housing accommodations at the Building to the Resident on a space available basis provided the Resident is enrolled as a full-time student at the University, has completed a housing application, signed the Housing Contract, and submitted the required fees and any other documents required.
 - c. This Housing Contract is for accommodation in any apartment and bedroom in the Building, located at the Edgewood Commons Apartments at One University Drive; Frostburg, MD 21532. No guarantee of specific floor, room assignment, or choice of roommate shall be implied by this Housing Contract or the application.
 - d. This Housing Contract is non-transferable and non-assignable; therefore, any attempt by the Resident to sublet the room, or any part thereof, or assign this Housing Contract to another person shall be null and void.

8. **Use of Facilities:** When Management deems it necessary, they will require Residents to move to other accommodations and amend this Housing Contract accordingly. When such circumstances occur, the Resident agrees to complete the move within the time specified by Management. Management may relocate the Resident for the following reasons:
 - a. To vacate or consolidate a unit, bedroom, floor, wing, or building
 - b. To provide necessary space to accommodate staffing needs
 - c. To vacate an area for the purpose of major repairs or when maintenance difficulties or requirements render an area unsafe
 - d. When unusual conditions occur affecting the health or safety of the Resident or others
 - e. Resident’s conduct is in violation of the Edgewood Code of Resident Conduct, which can be found at www.edgewoodFSU.com. (herein called the “Code of Conduct”).
 - f. Resident conduct in violation of the University’s “Student Code of Conduct”, which can be found at <http://www.frostburg.edu/admin/policies/policystatements/> or as otherwise requested by the University.
 - g. Management reserves the right to change the Resident’s room assignment and can require the Resident to move at any time. A five (5) days’ notice shall be provided except under extraordinary circumstances.

9. **Guests:** The Premises shall be occupied exclusively by the Resident for residential use only, and shall be used for no other purposes. No other person or persons, including dependents of the Resident, shall occupy the Premises without the expressed written consent of Management. Visitors of those currently Contracted to a space within Edgewood Commons, but who do not currently reside within the building (herein called “Guests”) are permitted under the following terms and conditions:
 - a. Guest(s) visit(s) do not exceed two (2) consecutive days, or ten (10) cumulative days within any given academic semester.
 - b. All other Residents of the Premises consent to the visit.
 - c. Guest(s) abide by the rules and regulations of the Building, the Edgewood Commons Code of Conduct, and the University’s “Student Code of Conduct” or any other University guidelines, policies, or procedures.
 - d. Guest(s) shall abide by any and all applicable federal, state, and/or local laws and ordinances.
 - e. That the Resident, as host, assumes full responsibility for guest behavior as well as and any charges or damages that result from Guest’s behavior. Resident must respect the privacy and right to normal use of the Premises by the Resident’s roommates in entertaining guest(s). Resident accepts these terms and conditions, as well as responsibility for any and all associated charges, damages, and/or judicial action by allowing any non-Contracted individual access to the Building.



At their sole discretion, Management may conduct inspections to determine whether the Premises or any other portion of the Building is being used for any purpose proscribed above.

10. **Move-In/ Move-Out Procedures – Room Condition Report Acknowledgement:** Residents are required to complete a Room Condition Report (RCR) once the resident has officially moved into an apartment at Edgewood Commons. A copy of the Room Condition Report (the “RCR”) will be available for review on the Resident Portal at www.edgewoodFSU.com. Resident is to note any existing damages or conditions which are in need of repair or replacement.

The Room Condition Report can be completed on the Resident Portal at www.edgewoodFSU.com or through the app, “PBInspector”, available for Android and Apple devices.

- a. Room Condition Report must be completed within three (3) business days from the day Resident moves in to Edgewood Commons.
 - b. If Resident does not submit a Room Condition Report, all of the items in Resident’s apartment will be considered to be in good condition.
 - c. Resident understands that any damages noted upon check-out which are not documented upon Resident’s check-in will be billed to Resident’s account.
11. **Move-Out Procedures – Room Condition Report Acknowledgement:** Management shall inspect the Premises upon the Resident surrendering the Premises, and any damage thereto which is deemed by Management to have arisen during the Resident’s occupancy and use of the Premises. Resident is not required to be present at the time of move-out inspection; however, the Resident may request an inspection appointment for a joint inspection by the Resident and Management. Such appointment must be requested **at least seven (7) days prior to move-out**, and all of the Resident’s possessions must be removed by the time of the inspection. If the Resident fails to request a joint inspection with Management within the designated time period, the Resident will forfeit the right to a joint inspection. Resident shall surrender the Premise in a clean and sanitary condition. It is understood and agreed that Resident’s failure to follow the established move-out procedure and return all keys and access cards to Management may result in additional charges.
 12. **Responsibility for Damage or Loss:** Resident’s signature on the Room Condition Report (“RCR”) acknowledgement form establishes the Residents’ acceptance of the condition of the Premises and its contents at the time of initial occupancy, and therefore, this RCR becomes the standard for the condition of the Premises and its contents at the termination of occupancy. Resident acknowledges that they may be billed for any discrepancies found between check-in and check-out RCRs.

13. **Expense of Misuse and Charges for Damages:** Any damage to the Premises, other than normal wear and tear, will be charged to the responsible party or parties to the extent that they are identifiable Resident shall immediately report to Management and the local law enforcement authority any acts of vandalism to the Building or the Premises. To the extent that damage or vandalism is not attributed to a specific individual, all co-Residents of the damaged or vandalized area (be it the Building or the Premises, depending upon the extent of the damage and/or vandalism) will be jointly liable and will be assessed a charge that shall be paid as additional Contract Fees, and may be considered cause for early termination of housing Contract. All invoices for damage are for the restitution of the damage that has occurred and must be paid within thirty (30) days from the time the damage has been posted to the Resident’s account.

Resident agrees to immediately reimburse Management for any charges that are assessed as set forth in this Housing Contract. Should charges be assessed and totaled after the expiration of this Housing Contract, they shall constitute a debt payable by the Resident immediately upon demand by Management. Said charges will be communicated via US Mail to the permanent address on file provided by Resident upon application for the Contract. Any fines or expenses resulting from the use, misuse or destruction of the Building, including but not limited to fire sprinkler, fire alarm or smoke alarm by the Resident, the Resident’s guests or invitees, shall be borne by the Resident and shall be considered additional Contract Fees. Intentionally or recklessly destroying, damaging, or defacing any area of the Building is prohibited and shall be considered cause for termination of the Housing Contract.

14. **Keys:** Keys are the property of the Owner and/or Management and must be returned at the end of the Resident’s occupancy. Charges of twenty-five dollars (\$25) per key will be made for each key not returned or for those requiring replacement during the term of the Resident’s occupancy. Resident shall not duplicate keys, nor should the Resident, at any time, loan their assigned key to any other Resident or guest. Resident may request a receipt for all keys returned to Management.
15. **Loaned Swipe Card Policy/Lockouts:** In the event that the Resident is locked out of the Apartment or misplaces their FSU ID, the Resident must verify identity with a photo ID before Management will loan a temporary swipe card. The Resident will have until 12 p.m. the next business day to return the loaned swipe card. Charges of ten dollars (\$10) per loaned swipe card will be applied for each swipe card not returned within the designated time period. The Resident is permitted issuance of up to five (5) temporary swipe cards before the account will receive charges.
16. **FSU ID Cards:** Upon surrender of occupancy, Resident must present their FSU ID card to Management. Management will deactivate access to the Building and the Premises at that time. It is not the responsibility of Management to repair or replace any lost, stolen, or otherwise damaged ID cards. Management reserves the right to refuse acceptance of any ID card that is damaged or fails to clearly display Resident’s image.
17. **Transferring Bedrooms / Apartments:** Management and the Owner shall not be liable for any personal conflict of the Resident with any other Residents that reside at the Premises or their guests, invitees, or visitors. Therefore, **a conflict between Residents does not constitute grounds for termination of this Housing Contract by Resident.** Management acknowledges that there may be valid reasons why a request for transfer to different Bedroom / Apartment would be considered and approved. Any Resident



desiring a transfer should make a formal written request to Management, including the reason for the requested transfer. Space permitting, if the request is valid and practical, and an inspection of the Resident's current Bedroom is satisfactory, the Resident will be notified of a new assignment. In most cases, Resident will be given a list of available spaces and will be asked to determine, through meeting those currently living in the listed premises, which would best suit their needs. In order to make the transfer process from one bedroom to another run smoothly, the following policy has been established. Residents requesting a premises transfer must comply with the following procedures:

- a. Submit a written request to the Management office.
- b. Agree to a specific moving date.
- c. Arrange for an inspection of current bedroom with Management.
- d. Agree to pay all Contract Fees and damage costs found by Management to be attributable to the Resident.
- e. Enter into a new Contract for the balance of the Term that reflects the bedroom and premises into which the Resident has been moved if applicable.
- f. Pay a one hundred dollars (\$100) transfer fee.

18. **Termination by the Resident:** Resident may request termination of this Housing Contract by submitting a Contract Cancellation Request Form to Management. The Cancellation Request Form may be obtained from the Edgewood Commons Office. Said request will be processed and reviewed and the Housing Contract will only be terminated at the discretion of Management, provided that the request and supporting documentation is received prior to the end of the University's Drop/Add period, as described in section 19, Terms of Financial Responsibility for Termination of Occupancy. In all instances, the burden of proof shall lie with the Resident to demonstrate grounds for early termination.

- a. Supported Cancellation requests
 - i. Withdrawal from FSU, for reasons other than Resident being disciplinarily dismissed.
 - ii. Documented medical condition such that even after reasonable accommodations by Management, it is deemed that the Resident is no longer able to reside within the Premises.
 - iii. For Residents seeking to fulfill academic requirements of the University which require work outside of commuting distance to the University (i.e. study abroad programs or internships or student teaching assignments more than 50 miles from the University).
- b. Options for all other requests:
 - i. Transfer of Contract to the next applicant on the waitlist (requires all vacancies to be filled before the petition will be considered)
 - ii. Contract buy-out at **85%** of its remaining value, due in full upon the approval of the cancellation request.

19. **Terms of Financial Responsibility for Termination of Occupancy:** If Resident does not notify Management in writing, including documentation from the University's Registrars Office or sponsoring University program (if for academic reasons), that they are no longer enrolled at the University and have not vacated the Premises by the end of the University's Drop/Add period, **September 1, 2017** for the fall semester and **February 2, 2018** for the spring semester, then the Resident will be responsible for the full Contract Fee amount and will receive no refund. Any move-out or cancellation granted prior to these dates will be subject to proration of the regular Contract Fee. Residents who have been disciplinarily dismissed from the University shall not receive a refund for the semester during which the dismissal occurred. Resident understands that they are financially responsible for the Contract Fees regardless of whether or not they physically occupy the Premises, and that vacating the Premises or failure to occupy the Premises at the beginning of the Contract term does not constitute a release of financial responsibility for the Contract Fees. Resident agrees that in the event that there are any Court proceedings and/or Court costs as a result of a Breach of this lease by Resident, Resident shall be responsible for and pay unto Edgewood Commons any and all of Edgewood Commons reasonable Attorney's Fees and Court costs

20. **Termination of Occupancy by Management; Enforcement of Housing Contract:** Subject to all notice requirements under applicable law, if any, Management may terminate this Housing Contract and cancel the right of occupancy at any time for any reason, in Management's sole discretion, including without limitation: non-payment of any Contract Fee or other fees; health and safety reasons; violation of the Edgewood Commons Resident Code of Conduct and/or the University's "Student Code of Conduct"; failure to remain enrolled as a full-time student and in acceptable standing at the University; or other reasons of sound administration of Management. Upon an event of default by the Resident resulting in the early termination of this Housing Contract, Management may accelerate all amounts payable under this Housing Contract (subject to the Resident's refund rights for failure to remain enrolled in the University set forth above) and exercise any other right or remedy available to Management in law or equity, in accordance with all applicable laws. Resident shall pay to Management all costs of collection incurred by Management upon any event of default, including all reasonable attorneys' fees and expenses.

21. **Eviction:** Upon Management's termination of the Housing Contract, the Resident is required to immediately vacate the Premises. If the Resident does not immediately and cooperatively vacate the Premises, Management may take any action it deems appropriate, including altering the locks, removal and storage of the Resident's belongings, etc., to the extent permitted by and in accordance with applicable law.

22. **Hold Over:** If the Resident fails to vacate the Premises, including the removal of all personal belongings brought into the Premises by the Resident or any guest, invitee or visitor of the Resident, on or before the termination of this Housing Contract, the Resident shall pay Management a fee of **One Hundred Dollars (\$100)** for each day, or any portion thereof, that the Resident occupies the Premises beyond the termination of this Housing Contract.

23. **Evacuation of Building:** Resident agrees to evacuate the Building in the case of emergency (including any fire alarms or scheduled drills) at the sole discretion of Management and/or the University. Resident understands that no reduction of Contract Fees will be given in the case of emergency evacuations or drills.



24. **Smoke Detectors, Sprinkler Heads, and Fire Extinguishers:** Resident agrees to immediately notify Management in the event that the smoke detector or sprinkler head equipment becomes damaged, lost, stolen, or otherwise inoperable. Resident also agrees to notify Management immediately if the smoke detectors or sprinkler heads appear to be inoperable. There are two (2) smoke detectors located in the common area outside each bedroom cluster. Resident also understands that fire extinguishers have been installed in the building hallways for emergency use only. Resident also understands that the willful damage, theft, or destruction of any smoke detector, sprinkler head, or fire extinguisher endangers their safety and the safety of others in case of emergency and may be considered a condition of default under this Housing Contract.
25. **Photographic Release:** Resident gives permission to Owner and Management, to use, without liability or remuneration, any photograph or photographic image taken of the Resident while participating in Building sponsored events, or while the Resident is in the common areas, public spaces, grounds, or offices of the Building. The use of the Resident's photograph or photographic image shall in no way be used in any other forum other than for legitimate business purposes.
26. **Precautionary Measures:** Natural disasters such as storm, wind, or fire are not predictable, but the Resident can deter theft and burglary by taking sensible safety precautions. Resident should keep all doors and windows locked – even when the Resident is home. Many crimes against persons and personal possessions take place in the daylight hours. Resident should mark all personal valuables and appliances with some sort of identification and keep a list of serial numbers in a safe place. This improves the likelihood of personal possession recovery, should a loss occur.
27. **Pest Control:** Resident agrees to report any pest issues to Management for necessary remediation. It is the responsibility of the Resident to keep the Premises clean; if Resident consistently lives in an unsanitary environment, Resident acknowledges and accepts that Management is limited in its ability to address pest situations, and Resident waives the right to hold Management responsible for continual issues. **If Resident fails to promptly report pest control issues, including presence of bed bugs, Resident will be responsible for remuneration for resultant costs.**

Cimex Lectoralis, or the common bedbug, poses a serious issue to common living spaces nationwide. In a proactive effort to keep our communities, please adhere to the following terms.

- a. All of Resident's belongings must be free of bedbugs upon arrival into Edgewood Commons.
 - b. Resident may not bring mattresses or soft furniture into their Apartment. All secondhand furniture must be thoroughly inspected by the Resident and free of bedbugs prior to bringing it into the building.
 - c. If Resident's belongings or furniture are found to have bedbugs, Resident must cooperate with Management's treatment efforts.
 - d. If Resident has been exposed to bedbugs or suspects that they have been bitten by one or more bedbugs, they must notify the Management office immediately.
 - e. In order to confirm or deny the existence of bedbugs in an Apartment, Management will enter and inspect the Apartment and surrounding Apartments potentially infected, during normal business hours without twenty-four (24) hours advance notice.
 - f. Residents within an infected Apartment must prepare their Apartment as instructed by Management for the treatment of any bedbug issues, including preventative treatment.
 - g. Resident's failure to cooperate with Management's treatment efforts or a reentry of bedbugs into the building once treatments have concluded will result in all Residents residing within the Apartment to be charged for all treatment costs and resulting damages and expenses.
 - h. Resident may be required to maintain detection devices in their Apartment and notify Management immediately upon any positive detection.
 - i. No diminution or abatement of any rent, payment or other compensation shall be claimed, paid or allowed for inconvenience or discomfort associated with the presence or extermination of bedbugs in the Premises, Apartment, the Building, or any part, thereof.
28. **Community Safety:** Resident SHOULD NOT hold any Building door open for unknown persons. Any individual whom was allowed access to the Building or Premises by a Contracted Resident shall be considered a Guest of said Resident, in which case the Resident allowing access would then be held accountable for the Guest's actions in accordance with the Guest policy outlined above and within the Edgewood Commons Resident Code of Conduct. A Resident should ask to see any stranger's credentials if they are unknown before allowing admission to Building or Premises. Resident should instruct solicitors to leave the Building and to contact Management if they do not comply with the request.
 29. **Entering of Premises:** Subject to all notice requirements under applicable law, if any, Management reserves the right to enter Premises without notice and in the Resident's absence for reasons of health, safety, or general welfare; to make repairs to the Premises and/or furnishing; upon reasonable suspicion of the presence of any illegal substance or activity; or for other suspected violations of federal, state or local law, the Edgewood Commons Code of Conduct or the University's "Student Code of Conduct". Resident acknowledges that if under any of the aforementioned circumstances, Management enters the Resident's assigned bedroom; said staff will always lock any bedrooms that have been entered upon vacating the Resident's assigned Bedroom, for the safety and security of the Resident. Resident is hereby forewarned and acknowledges that they should always carry any access cards or keys assigned to them on their person, so as not to be locked out of their assigned Bedroom as a consequence of this protocol.
 30. **Fire, Health and Safety Inspections:** Management will conduct a fire, health and safety inspection ("Fire, Health and Safety Inspection"). Management may enter the Premises and Bedroom, without the Resident being present, to conduct the fire, health and safety inspections and any re-inspections that may be necessary. If the Premises is found to be in an unacceptable condition the Resident will have five (5) business days, from the day of the original inspection, to correct the condition of the Premises to a satisfactory condition. Resident will be provided information on what is needed to correct the condition of the Premises. If Resident fails to correct the condition of the Premises any and all costs associated with having the Edgewood Commons Apartments Staff or outside



vendor acting on behalf of Edgewood Commons Apartments correct the condition of the Premises, are consented to and shall be paid by the Resident. Signature of this Contract acts as Residents' acceptance of notice of entry for Fire, Health and Safety Inspections; there may not be additional notification of these inspections.

31. **Proper Mold Procedures:** Resident agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Premises. To prevent or minimize the occurrence and growth, the Resident hereby agrees to the following:
- Remove any visible moisture accumulation in or on the Premises (including, but not limited to, walls, windows, floors, ceilings, and bathroom fixtures),
 - Mop up spills and thoroughly dry affected areas as soon as possible after occurrence,
 - Use exhaust fans in kitchen and bathroom when necessary,
 - Keep climate and moisture in the Premises at reasonable levels,
 - Clean and dust the apartment regularly and keep the Premises, particularly the kitchen and bathroom, clean and dry,
 - Notify Management in writing of any of the following conditions:
 - A water leak, excessive moisture, or standing water inside the Premises,
 - Mold or mildew growth in or on the Premises that persists after cleaning,
 - A malfunction in any part of the heating, air-conditioning, or ventilation system in the Premises.

Resident shall be liable to Owner for damages sustained to the Premises or to the Resident's person or personal possessions as a result of the Residents' failure to comply with the above terms.

32. **Pets:** The presence of any animals or pets in or about the Bedroom, Premises, Building or the Building's grounds is prohibited, with the exception of certified hearing and Seeing Eye Dog/Guide Dog as described below and fish when all Premises roommates agree. No fish tank shall exceed a ten (10) gallon capacity. **Visiting pets are prohibited.** Certified hearing and Seeing Eye Dog/Guide Dog are allowed with the prior notification and written documentation of need for such Seeing Eye dogs/guide dogs to Owner, Management and the University. Owner and Management acknowledge, however, the right of any blind, deaf or otherwise qualified Resident to keep, in the Premises, a service animal that has been certified as being specifically trained to aid the Resident in their handicap upon prior notification and documentation to Management. Residents permitted to have Seeing Eye Dog/Guide Dog agree to pay the cost of having the Bedroom and Premises de-fleaed and de-ticked by a professional exterminator and the carpeting shampooed and deodorized by a professional cleaner at the termination of use. Resident further agrees to pay for any and all damages caused by pets as additional Contract Fees.

A request for an emotional support animal will be made through Frostburg State University's department of Disability and Support Services or the Counseling Center. An outside professional entity may write a letter of support to allow an animal to resident within the resident's bedroom. All proper care of the animal must be maintained and proper disposal of the animal's excrement processes must be carried out.

33. **No Manager Liability/Insurance Acknowledgement:** Management, the Owner and the University shall assume no responsibility for the theft, destruction, or loss of money, valuables, or other personal possessions belonging to, or in the custody of, the Resident, or Resident's guests, for any cause. Resident is hereby advised that neither Management nor Owner carries insurance on the Resident's personal possessions and Resident is strongly encouraged to secure unit dweller's or similar insurance to cover any loss or damage to Resident's personal property due to such perils as fire, wind, theft, water damage, etc. Resident may choose, at their own risk, to leave personal property in their assigned space during Holiday/Break/Low Occupancy Periods. However, Management strongly encourages the Resident to remove any valuable personal property, lock their doors, and take measures to secure their own personal property. Resident agrees to save and hold harmless Management, the Owner and the University for all injuries of whatever kind or nature occurring on the Premises except as otherwise prohibited by law. The Owner and Management will have no liability or responsibility for not providing housing due to causes beyond their reasonable control, including without limitation: failure by prior Residents to move out in a timely fashion; uninhabitable condition of housing quarters due to damage or otherwise; lockout; or lack of services such as electricity, water, phone or otherwise, unless otherwise expressly provided for by any applicable law.

34. **Parental or Guardian's Guaranty:** As a condition of this Housing Contract, Management requires that the Resident's parent, guardian, or other financially responsible party (a "Guarantor") execute a Guaranty of Housing Contract (herein called the "Guaranty") in the form provided by Management. Resident acknowledges that the delivery of such Guaranty is a material inducement for Management to consent to and enter into this Housing Contract. Management may terminate this Housing Contract if the Guaranty is not fully executed, notarized, and delivered to Management on or before the First Day of Occupancy. Management reserves all rights, both civil and criminal, against any person responsible for any forgery of the Guaranty. The execution of the Guaranty constitutes an additional insurance to Management of the performance of the covenants of this Contract and shall not be construed as a release of the Resident's responsibilities and obligations hereunder.

35. **Permission:** Resident grants permission to Management to contact at any time the Guarantor regarding any issue related to the Resident's occupancy of the Building and Premises. If applicable, the Resident grants permission to Management to request and receive information from the University and for the University to release information regarding the Resident's status as a student in good standing, enrollment status, eligibility for housing, and financial aid eligibility/disbursement status to Management.

36. **Utilities:** Resident is responsible for any and all costs associated with installation and/or monthly service fees or maintenance charges for utility services not expressly assumed by Management herein. Enhanced and/or premium channel Cable TV ("CATV") service and/or any permitted additional service, installation and related monthly fees and charges are the sole responsibility of the Resident. Management shall provide water, heat, electrical, Internet and basic CATV service. Management shall provide refuse removal from the Building; however, the Resident is required to place trash into the waste receptacles provided. Resident is to conserve utilities by keeping windows closed when heating/cooling systems are in operation and lights, appliances, and personal electronics turned off when not in use. Resident must maintain heating and cooling at levels generally considered to be comfortable in the judgment of Management and



other Residents when the Premises are occupied. When the Premises are unoccupied in the cold weather months, Resident shall keep the thermostat set at 68 degrees. When the Premises are unoccupied in warmer months, the Resident shall keep the air conditioning set in the "off" position. Resident understands that Management may disable air conditioning ("A/C") during sub-freezing weather conditions to prevent ice damage to the A/C equipment. Resident understands that no reduction of rent will be given in the event of a utility problem or during utility repairs and that Management is not responsible for lack of use of utilities during the repair or outage.

37. **Packages:** Resident authorizes Edgewood Commons Apartments to accept or reject packages, parcels, and deliveries on behalf of the Resident. Resident understands that packages, parcels, and deliveries accepted by Edgewood Commons may not be kept in a locked or otherwise secured area. Resident understands that any perishable packages, parcels, and deliveries may not be stored in a climate-controlled environment. Resident agrees to hold Edgewood Commons and Capstone On-Campus Management free of liability or responsibility for packages, parcels, or deliveries should they be lost, damaged, or otherwise harmed. Further, the Resident understand that if they fail to claim such packages, parcels, or deliveries within seven (7) days, the package will be returned to the sender.
38. **Subordination:** This Housing Contract is and shall be subject and subordinate at all times to the lien of any mortgage(s) or deed of trust, now or hereafter covering the Premises or Building in which the Bedroom is located, and to all renewals, modifications, consolidations, replacements, and/or extensions thereof. Resident agrees to execute any documents required to effect such subordination. Resident agrees to execute promptly any document(s) which the Owner or lender(s) may request with respect thereto. In the event that the Resident fails to do so within fifteen (15) days from the date of receipt of written request therefore from the Owner or the lender(s), the Owner shall have the right and is hereby authorized to execute on behalf of the Resident any such document(s). Resident agrees to attorney to any subsequent owner of the Building. Nothing in this paragraph shall be construed to create a property interest on the part of the Resident.
39. **Edgewood Commons Code of Resident Conduct:** In addition to the provisions set forth in this Housing Contract, Resident acknowledges and confirms that Resident has read and is familiar with the Edgewood Commons Code of Resident Conduct, available on Edgewood Commons' website at www.edgewoodFSU.com, and the University's "Student Code of Conduct," available at <http://www.frostburg.edu/admin/policies/policystatements/>." Resident agrees to abide by each of these Codes of Conduct and acknowledges that a failure to do so is an event of default under this Housing Contract. Other reasonable prohibitions may be instituted from time to time to promote the health and welfare of occupants and efficient management of Building. Management may seek to adjudicate violations of said Code of Conduct in the form of an administrative hearing, with the goal of educating the resident and restoring a sense of community among the other residents who may have been involved. Sanctions deemed appropriate to the violations may be issued to any Resident found responsible up to and including termination of this Contract.
40. **ADA Statement:** All persons will be treated fairly and equally without regard to race, color, religion, sex, family status, disability, national origin, or source of income. It is the policy of Management to provide reasonable accommodations and to permit Residents with disabilities to make reasonable modifications upon request, with provision of appropriate documentation of the need for the accommodation or modification.
41. **Indemnification and Insurance Notice:** Neither Owner nor Agent shall be liable for any damage or injury to Resident or any other person, or to any property, occurring in the Unit, the Residential Facility or any part thereof, unless such damage or injury is the result of the negligence or wilful misconduct of Owner or Agent, their agents or employees. Resident shall be responsible for obtaining fire, extended coverage, and liability insurance with respect to the contents of the Unit. Resident understands that neither Owner nor Agent's insurance cover Resident's belongings from losses not caused by Owner or Agent's negligence and Owner and Agent strongly recommend that Resident obtain an all-risk policy in addition to marking all valuables for "Operation Identification." Resident may choose, at his/her own risk, to leave personal property in his/her Unit during holidays/breaks/low occupancy periods. However, Agent and Owner strongly encourage Resident to remove any valuable personal property, lock their doors, and take measures to secure their own personal property.
42. **Release of Liability and Indemnification:** Owner and Agent shall not be liable for any personal conflict of Resident with co-residents, Resident's guests or invitees, or with any other residents that reside at the Residential Facility. Owner and Agent shall not be liable for any death, injury, damage or loss to person or property, including, but not limited to, any death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, wind, rain, flood, hail, ice, snow, lightning, fire, smoke, explosions, natural disaster or other acts of God, or any other cause beyond the reasonable control of Owner or Agent; and Resident hereby expressly waives all claims for such death, injury, damage or loss. Resident agrees to indemnify, defend and hold harmless Owner and Agent, and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns, from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorney's fees, costs and expenses if permitted by prevailing law) arising by reason of any death, injury, damage or loss sustained by any person, including Resident, Guarantor and Resident's guests and invitees to the extent not caused by any omission, fault, negligence, or other misconduct of Owner or Agent. All personal property placed or kept in the Residential Facility, or in any storage room or space, shall be at Resident's sole risk and Owner and Agent shall not be liable for any damages to, or loss of, such property. Resident is encouraged to secure apartment-dwellers', renters or similar insurance to cover any damage or loss to personal property kept by Resident in or about the Residential Facility and Owner and Agent shall not have any liability with respect to the same.
43. **General Provisions:**
 - a. The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein shall be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this Housing Contract.
 - b. Resident acknowledges that the statements and representations made in the application for said Premises are true; that said statements have induced the Owner to enter into this Housing Contract; that they are deemed a part of this



Housing Contract; and that the falsity of any of them shall constitute a breach hereof and entitle the Owner to the same relief as a breach of any other covenant or condition contained herein.

- c. It is understood and agreed by the parties hereto that if any part, term, or provision of this Housing Contract is by the courts held to be illegal or in conflict with any law of the state, county or municipality where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Housing Contract did not contain the particular part, term or provision held to be invalid.
 - d. The paragraph headings appearing in this Housing Contract have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the paragraphs to which they pertain.
 - e. Resident acknowledges that, if requested, the Resident can receive, prior to signing, a copy of the proposed Housing Contract form in writing, complete in every material detail, except for the date, the name, and address of the Resident, and the Contract Fee, without requiring execution of the Housing Contract or any prior deposit. Resident further acknowledges that a copy of this final Housing Contract was delivered to the Resident at the time the Housing Contract was fully executed.
 - f. **Altering License Document:** Resident understands that any modifications, changes, additions, or deletions of the terms of this License must be signed by both the Resident and Agent in order to be binding.
40. **No Assignment:** Resident expressly agrees that the premises nor any portion thereof shall not be assigned or sublet by the Resident without prior written consent of Management.
44. **Modification of Agreement:** Any modification of this Contract shall not be binding upon Management unless in writing and signed by Management. No oral representation shall be effective to modify this Contract.
45. **Missing Persons Policy:** Under federal law, the Resident has the right to confidentially register the name and contact information of an individual that the Resident would like to be contacted (within twenty-four (24) hours) if it is determined that Resident is missing from the campus and/or the Resident's whereabouts are unknown for a period of twenty-four (24) hours or more.
43. **Emergency Contact Information:** Resident has previously provided emergency contact information to Edgewood Commons on the housing application. Resident can adjust emergency contact information via the Resident Portal located at www.edgewoodFSU.com or by submitting a written request to Edgewood Commons by emailing info@edgewoodfsu.com.
44. **Meningococcal Vaccine Waiver:** Residents are encouraged to know their risk and learn about the vaccination. Approximately 3,000 people in the United States get meningococcal disease each year and 10% to 15% of these individuals do not survive even with treatment. Bacterial meningitis is a potentially fatal or disabling disease. Freshman living in dorms or other residential living environments are found to have a six-fold increase risk for the disease. A U.S. health advisory panel recommends that college students, particularly freshman living in residence halls, learn about meningitis and vaccination.
- **What is meningococcal meningitis?** Meningitis is rare. But when it strikes, this potentially fatal disease can lead to swelling of fluids surrounding the brain and spinal column as well as severe and permanent disabilities, such as hearing loss, brain damage, seizures, limb amputation and even death.
 - **How is it spread?** Meningococcal meningitis is spread through the air via respiratory secretions (sneezing and coughing) or close contact with an infected person (kissing, or sharing utensils, cigarettes, and drinking glasses). Many healthy people carry the bacteria and never become ill; these individuals are healthy carriers.
 - **What are the symptoms?** Symptoms of meningococcal meningitis often resemble the flu and can include high fever, severe headache, stiff neck, rash, nausea, vomiting, lethargy, and confusion.
 - **Who is at risk?** Undergraduate college students 25 years of age or younger, particularly freshman who live in residence halls, have been found to have an increased risk for meningococcal meningitis.
 - **Can meningitis be prevented?** Yes. The meningococcal vaccine can be effective in preventing four of the five types of the disease (A, C, Y and W-135). The vaccine is safe, with mild and infrequent side effects such as redness or pain at the injection site. After vaccination, immunity develops within 7 to 10 days and remains effective for 3 to 5 years. As with any vaccine, vaccination against meningitis may not protect 100% of individuals.
 - **Where is the vaccine available?** The meningococcal meningitis vaccine is available in some college health centers, travel clinics, some county health departments and the offices of some health care providers.
 - For more information, contact the CDC (Center for Disease Control and Prevention) website: www.cdc.gov/ncidod/dbmd/diseaseinfo, and the American College Health Association website: www.acha.org. Or contact FSU Health Services at 301.687.4310.

Adapted from the American College Health Association information packet, Meningitis on Campus



Edgewood Commons Meningococcal Vaccine Waiver

I understand that this information is being collected for Frostburg State University and I consent and acknowledge that it will be released to FSU Office of Student and Educational Services. By my signature below, I denote that I have received and reviewed the information provided above on the risks of meningitis and the effectiveness of meningococcal meningitis vaccine. I have received the vaccine, will receive the vaccine, or I hereby choose to waive the receipt of vaccine. If I receive the vaccine, I will provide such documentation to Frostburg State University's Brady Health Center.

NAME (please print): _____ DOB: ___/___/___ Student ID#: _____

Signature of Resident: _____ Signature of Parent (if under 18): _____

Edgewood Commons Receipt of Resident Housing Contract

Resident/Student

Signature _____ Date _____

Printed Name _____

E-mail _____ Cell Phone _____

Parent/Guardian (if Resident is under 18 years of age)

Signature _____ Date _____

Printed Name _____

Edgewood Commons Apartments/Capstone On-Campus Management, LLC, for Maryland Economic Development Corporation

Signature _____ Date _____

Title _____



Payment Plan Options
(Select **ONE** payment plan option only)

Option 1:

Semester Plan

By selecting this option and signing below this selection, the Resident hereby acknowledges that the Resident will pay one half of the total Contract Fee each semester and shall be due as follows:

Fall Semester Payment in the amount of \$3,750 (if a four-bedroom apartment type was selected in section 4) or \$4,450 (if a two-bedroom apartment type was selected in section 5) which shall be due on **8/1/17**.

Spring Semester Payment in the amount of \$3,750 (if a four-bedroom apartment type was selected in section 4) or \$4,450 (if a two-bedroom apartment type was selected in section 5) which shall be due on **1/1/18**.

Student Signature: _____ Date: _____

Option 2:

Installment Plan

By selecting this option and signing below this selection, the Resident acknowledges that the Resident will pay an installment of 1/10th of the total Contract Fee in the amount of \$750 (if a four-bedroom apartment type was selected in section 4) or \$890 (if a two-bedroom apartment type was selected in section 5). **The first installment will be due the month prior to move-in.** Payments shall be due on the following dates:

Fall 2017 Semester Due Dates: 8/1/17, 9/1/17, 10/1/17, 11/1/17, and 12/1/17.

Spring 2018 Semester Due Dates: 1/1/18, 2/1/18, 3/1/18, 4/1/18, and 5/1/18.

(initial) **Resident acknowledges and agrees** to pay a **finance charge** equal to 1% of the Resident's total balance per semester (\$37.50 if a four-bedroom apartment type was selected in section 4) or \$44.50 if a two-bedroom apartment type was selected in section 4) which shall be due on 8/1/17 for the fall 2017 semester and 1/1/17 for the spring 2018 semester.

Student Signature: _____ Date: _____

Option 3:

Veterans Benefits Plan

By selecting this option and signing below this section, the Resident requests deferment of payment as a veteran or dependent of a veteran with transferred benefits.

(initial) **Resident understands** that it is their responsibility to contact the Frostburg State University Veterans Affairs Office at: 301.687.4409 or <http://www.frostburg.edu/clife/vet/> to apply for Veterans Educational Assistance and that it is the Resident's responsibility to provide Edgewood Commons with verification of expected benefits.

(initial) **Resident understands** that it is their responsibility to pay all application, processing, and activity fees separately from this deferment.

(initial) **Resident understands** that their monthly housing allowance will come directly to the Resident and that they are responsible for making payment directly to Edgewood Commons as soon as these payments begin.

(initial) **Resident understands** that upon receipt of the first monthly housing allowance, it is their responsibility to meet with the Assistant Director of Operations and create a payment plan for the remainder of the Contract year.

Student Signature: _____ Date: _____



Payment Plan Options Addendum (continued)

Option 4:

Financial Aid Plan

By selecting this option and signing below this selection, the Resident hereby requests deferment of Contract Fee payments as a recipient of Financial Aid.

By initialing and signing under this option, the Resident authorizes the University Billing Office to deduct the semester Contract Fee shown above from applicable available aid. Resident can review their awards on the Frostburg State University website.

_____ **Resident understands** that all of the Resident's aid may not be directly transferable to Edgewood Commons. In the event
(initial) that the Resident's aid is ineligible to transfer to Edgewood Commons, the deferment will be revoked and the Resident will be notified of payment due immediately.

_____ **Resident understands** that selecting this option grants the University Billing Office authorization to use the Resident's
(initial) financial aid award to pay Edgewood Commons Apartments for all or part of my Contract Fee.

_____ **Resident understands** that their financial aid received will be applied first to tuition, then any other obligations to the
(initial) University Billing Office, and then to Edgewood Commons Apartments Contract Fee.

_____ **Resident understands** that they are responsible for paying the activity fee of \$50, which is not included in the
(initial) below transfer amount.

_____ **Resident understands** that their Contractual obligations and indebtedness are their responsibility. Resident further
(initial) understands that it is their responsibility to inform Management, via written documentation from the University Billing Office or FSU's PAWS database, of any changes in Resident's financial award, enrollment status, or any relevant development regarding Resident's ability to make payments.

_____ **Resident understands** that additional Financial Aid deferments may be granted after Management has verification from
(initial) the University Billing Office that the transferable financial aid funds have been exhausted.

_____ **Resident understands** that in the case of a Contract termination, Management will notify the University Billing Office
(initial) within seven (7) days and the transfer may be cancelled.

_____ **Resident understands** that it is their responsibility to make Contract Fee payments for any amount not covered by aid. In
(initial) the event that the University Billing Office informs Management that there will be insufficient eligible aid to transfer on the Resident's behalf, the deferment of the Resident's Contract Fees may be cancelled and payment may be due immediately upon demand.

_____ **Resident understands** that if financial aid is late, it is the Resident's responsibility to pay Management and wait for
(initial) reimbursement from the University Billing Office. When the University Billing Office receives the financial aid, Management will defer payment, including late fees, until **September 22nd** (fall semester) and **February 24th** (spring semester) after receiving confirmation of eligible aid.

_____ **Resident agrees** to pay a **finance charge** equal to 1% of the Resident's remaining balance per semester. In the event the
(initial) Resident chooses to set up an installment plan to pay their remaining balance not covered by the Resident's aid after the deferment period described in the section above said finance charge shall be due immediately upon the creation of the payment plan.

_____ **Resident understands** that if they change their room type assignment, they will be charged or credited accordingly. These
(initial) changes can be included in this deferral request only if they occur before August 1st for the fall semester and before January 1st for the spring semester.

REQUEST FOR FUNDS TRANSFER:

By signing below, the Resident authorizes Frostburg State University Billing Office to charge their FSU student account up to:

(Check one) _____ **\$3,750 (4-Bed), or** _____ **\$ 4,450 (2-Bed)**

for housing at Edgewood Commons and transfer the same amount of funds to Edgewood Commons for the cost of my housing for the fall 2017 and spring 2018 semesters.

Student Name: _____

FSU ID: _____

Student Signature: _____

Date: _____

