

SAMPLE

STUDENT HOUSING AGREEMENT

THIS STUDENT HOUSING AGREEMENT ("Student Housing Agreement") is made this [REDACTED] by and between **DEVRY UNIVERSITY, INC.**, One Tower Lane, Suite 1000, Oakbrook, Illinois d/b/a DeVry University North Brunswick Campus, 630 U.S. Highway One, North Brunswick, New Jersey ("DeVry"), and [REDACTED] enrolled as a full-time student at DeVry ("Student") and having a home/permanent address ("Domicile") at [REDACTED]. As an incidental service to its students in connection with its provision of educational services, DeVry has entered into a lease with the owner of the premises commonly known as [REDACTED] located at [REDACTED], Apt. [REDACTED] in the Township of [REDACTED] as [REDACTED], County of [REDACTED], State of New Jersey ("Premises"). Said lease provides that DeVry may utilize the Premises to house currently enrolled full-time students at DeVry for the academic term(s) beginning [REDACTED] to [REDACTED]. Student agrees to the following terms and conditions of student housing provided at said Premises by DeVry to Student:

- 1. PREMISES.** DeVry does hereby provide to the Student a limited, non-exclusive and non-transferable license to occupy the Premises consisting of [REDACTED] rooms and bath in common with [REDACTED] other students of DeVry.
- 2. TERM.** The term of this Student Housing Agreement shall be for 1.0 academic term(s) from 8:00 A.M. on [REDACTED] to 5:00 P.M. on [REDACTED]. The term may be extended by written agreement of DeVry and Student.
- 3. USAGE.** Subject to Paragraph 11 below, the Premises are to be used and occupied solely as temporary housing for [REDACTED] students currently enrolled at DeVry.
- 4. HOUSING FEE.** The Housing Fee ("Housing Fee") for the term of this Student Housing Agreement is [REDACTED] dollars (**\$** [REDACTED]), exclusive of the \$75.00 Term Maintenance described in the Housing Handbook, which DeVry hereby acknowledges is paid in full or in part. DeVry, at its option, may allow Student to make installment payments pursuant to DeVry's housing installment plan, if any, as established by DeVry, from time to time, provided that it is understood that DeVry may, at its discretion, upon notification to Student require that Student pay immediately the entire Housing Fee or any outstanding balance. All Student Housing Agreement payments are non-refundable and must be paid in full regardless of whether Student voluntarily or involuntarily relinquishes this Student Housing Agreement, Student's occupancy is terminated because of a violation of any of the terms of this Student Housing Agreement, Student ceases to be enrolled as a full-time student at DeVry, or Student's occupancy is terminated for any other reason. Student agrees that DeVry may, at its option, deduct and retain from any financial aid amounts to be refunded to Student in respect of an academic term any or all Housing fees payable by Student under this Student Housing Agreement with respect to that academic term. Such right of deduction is solely for the benefit of DeVry, and does not relieve Student of any obligations to make payments when due hereunder. A Student remaining in occupancy beyond the permitted time will be charged for his/her additional stay. If the Premises are occupied past the termination date, DeVry may enter the room and pack and store the belongings therein at the Student's expense. DeVry reserves the right to adjust the Housing Fee during the term of this Student Housing Agreement. DeVry will provide the Student with 45 days advanced notice of any adjustment in the Housing Fee by sending such notice to the Student by regular mail to the Premises and Domicile.
- 5. INITIAL RESERVATION FEE.** Student has this day deposited with DeVry the amount of

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_____ dollars (\$ _____) as an Initial Reservation Fee ("Initial Reservation Fee") to secure a place in student housing, and to secure the full and faithful performance by Student of all terms and conditions to be performed by Student hereunder. The Initial Reservation Fee shall be returned, with interest, within sixty (60) days after the Student vacates the Premises voluntarily, by registered or certified mail at the Domicile address listed above, less any charges expended by DeVry to rectify any breach of this Student Housing Agreement. DeVry shall inform Student in writing of the basis for any such charges. It is specifically understood and agreed that said application of the Initial Reservation Fee shall in no way limit DeVry's right to recover additional damages against the Student for damages to the Premises or costs incurred by DeVry as a result of the Student and/or Student's guest. The Initial Reservation Fee will not be returned if the Student fails to fulfill the terms of this agreement and/or if the Student fails to provide the proper notice of cancellation.

6. INSPECTION. DeVry and the Student agree that DeVry and its representatives have the right to enter and inspect the Premises at any time during the term of this Student Housing Agreement. Without limiting the generality of the right granted to DeVry in the prior sentence, DeVry and its representatives reserve the right to enter the Premises at any time in the event of reasonable belief that an emergency exists, which shall include, but not be limited to, fire, storm or other acts of nature, unlawful conduct, need for medical treatment, or serious threat to the safety of Student occupants or guests. DeVry shall retain a key to the Premises for such purposes. Student acknowledges and agrees that DeVry may deny or suspend student-housing privileges based upon such inspections.

7. MAINTENANCE OF STUDENT STATUS. Student specifically agrees that studies will be continued at DeVry throughout each academic term and that Student will cease to occupy the Premises if, for any reason, Student fails to continue as a full-time DeVry Student.

8. RELOCATION. It is specifically agreed that DeVry may reassign the Student to any other apartment leased or owned by DeVry during the term of this Student Housing Agreement. It is also specifically agreed that DeVry, in its discretion, shall make student roommate assignments and Student shall accept such individual student-roommates into the Premises. Said new individual student-roommates shall be students of DeVry. In the event Student and/or student-roommates are required to relocate, DeVry shall not be required to pay any relocation expenses, for example, moving or telephone or cable television installation charges or other similar charges. Students required to relocate pursuant to the foregoing provisions shall execute a new Student Housing Agreement upon request by DeVry. However, any such new Student Housing Agreement shall be upon the same general terms and conditions as this Student Housing Agreement and the term thereof shall not extend beyond the terms of this Student Housing Agreement.

9. CONDITION. The Student acknowledges that he/she has inspected the Premises and accepts the Premises, including the furnishings and equipment in "as is" condition. Student agrees to maintain the Premises, including furnishings and equipment, in good condition, make no alterations or repairs whatsoever, obey all laws and ordinances affecting the use and occupancy of the Premises, and to surrender the Premises, including furnishings and equipment at the termination of this agreement in the same condition as when the Premises were initially taken, subject to reasonable wear and tear.

10. UTILITIES. The Premises shall be furnished. The Student agrees to be jointly and severally liable for loss or damage to furniture and equipment in the Premises with each other student-roommate of the Premises. All utility bills, exclusive of telephone, cable television and internet access, are included in the academic term's housing fee. Should, however, any two-bedroom (four student) unit's monthly

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electric/gas bill exceed \$110.00 per month or any one-bedroom (three student) unit's monthly electric/gas bill exceed \$90.00 per month, the amount in excess will be billed directly to the occupants of that particular unit. Student agrees to be liable for said charges.

11. **ASSIGNMENT.** The Student may not assign this Student Housing Agreement or permit any other person to occupy the Premises, except for other students at DeVry who have entered into written Student Housing Agreements with DeVry for occupancy of the Premises.

12. **PURPOSE OF STUDENT HOUSING AGREEMENT.** The sole purpose of this Student Housing Agreement is to supply temporary housing facilities to a student of DeVry in connection with, and incidental to, that student's education at DeVry. Student agrees to perform his/her duties as a student at DeVry in good faith and in such a manner as to be fully consistent with the terms of this Student Housing Agreement and permit DeVry to honor the terms of its lease with the owners of the Premises. Student shall comply with all the requirements of the owner of the Premises applicable to Student's use of the Premises; provided, however that at all times the Student's occupancy of the Premises shall be temporary, shall not establish any leasehold or other property interest, and shall be incidental to the provision by DeVry of educational services to Student. Student acknowledges that the housing provided under this Student Housing Agreement is not "residential" and that Student will cease his/her occupancy voluntarily if so directed by DeVry as a result of a breach of this Student Housing Agreement.

13. **DEFAULT.** Student acknowledges and agrees that if he/she violates any of the terms or conditions of this Student Housing Agreement or DeVry's Housing Handbook, or the Rules and Regulations concerning the conduct of student housing residents or any special rules applicable to the Premises, DeVry may, following notice and/or hearing in accordance with the DeVry Student Code of Conduct, take disciplinary action including, but not limited to, any one or more of the following actions: give Student an official warning; process a formal probation; suspend or expel Student from DeVry or DeVry housing; withhold Student's grades and/or transcripts; refuse to allow Student to register for a subsequent academic term; refuse to offer career services assistance to graduating Student; require restitution from Student for damages; and/or require Student to leave Premises.

14. **LIABILITY.** Student shall be liable for and shall hold DeVry harmless on account of any theft, loss or damage to property or injury to any person, where such damage or injury is due to the act or neglect of Student (or any guest of Student, whether approved or not), or failure of Student to report needed repairs to DeVry. DeVry shall **not** be liable for damages to any property or person arising from acts, neglect or omission of any other tenant, occupant, or student-roommate in said building or buildings, or from any act over which DeVry has no control. DeVry will not be liable to Student or Student's guests or occupants for any damages or losses to person or property caused by other persons, including theft, burglary, assault, vandalism or other crimes. DeVry will not be liable to Student or Student's guest or occupants for personal injury or for damage to or loss of their personal property, including but not limited to, furniture, jewelry, stereo equipment, televisions, clothing, and computer equipment, from fire, flood, leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, Acts of God, or any other occurrences.

15. **NON-DISCRIMINATION.** DeVry is committed to a policy of non-discrimination in all housing to which students are referred. Acceptance of a room reservation and subsequent assignment to an apartment is done without discrimination on the basis of race, color, creed, gender, sexual orientation, national origin, handicap, military status, age or religion.

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16. RULES AND REGULATIONS. Student acknowledges receipt of a copy of DeVry's Rules and Regulations and any special rules applicable to the Premises, which are attached hereto and made a part of this Housing Agreement. Student acknowledges that he/she has read the Rules and Regulations, fully understands them, and agrees to abide by them, including all amendments and modifications in effect while the Student is an occupant, regardless of when the amendment and/or modification was made.

17. HOUSING HANDBOOK. Student further acknowledges receipt of a copy of DeVry's Housing Handbook, which is incorporated into this Housing Agreement by reference. The Housing Handbook includes summaries of the University's Policies on "Quiet Hours", the "Prohibition of Alcoholic Beverages" (regardless of the Student's age), the "Prohibition of Drug Use", and "Guest Policy". Student acknowledges that he/she has read the Housing Handbook, fully understands its provisions, and agrees to abide by them, including all amendments and modifications in effect while the Student is an occupant, regardless of when the amendment and/or modification was made.

18. VIOLATIONS. Violations of the Rules and Regulations, and any modifications thereto, and the Housing Handbook, and any modifications thereto, will be considered a material breach of this agreement by the Student and may result in DeVry terminating this Housing Agreement.

Witness:

Student

Date

Parent/Guardian*
(if under 18 years old)

Date

Witness:

By: _____

DeVry University, Inc.

Date

- Additional requirements may be required for students under the age of 18.

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APPENDIX A – RULES AND REGULATIONS OF PREMISES

FIRE SAFETY RULES

1. Make certain you have a smoke detector installed in your apartment.
2. Press the button on the smoke detector at least once a week to make certain it is working.
3. If the detector does not operate, change the battery. If after changing the battery, it still does not work, call DeVry immediately for a replacement.
4. Never remove the batteries from your smoke detector to avoid false alarms due to cooking. Change the battery.
5. Study the floor plan located by the elevators to determine the location of the stairwells and an escape route in the event it becomes necessary to leave your apartment in a hurry.
6. Never take the elevators in a fire situation. Use the stairs.
7. Never smoke in bed under any circumstances.
8. Never leave a discarded cigarette anywhere except in an ashtray and only once you are certain it is extinguished. Discard ashtray contents in the toilet.
9. Make certain lighters, matches and any combustibles are kept where children cannot possibly get to them.
10. Do not store combustible items near or above your stove and do not use your stove wearing loose clothing, long sleeves, etc. which could accidentally ignite.
11. Do not leave children alone in your apartment.
12. Do not store any items on your terrace, if you have one.
13. Fully investigate any smell of smoke in your apartment immediately.
14. If a fire occurs in your apartment and cannot be extinguished immediately, call the fire department if it is safe to do so and leave your apartment immediately closing the door behind you or exiting by fire escape. Do not leave terrace door or windows open, if possible. Use the stairs to exit the building and close the stairway doors if any behind you. When you reach the lobby, notify building management immediately so they can contact the fire department.
15. Never use water to put out an electrical or cooking fire. Keep a large pot lid, and box of baking soda ready for such fires in the kitchen.
16. If a fire occurs outside of your apartment, you are far safer to remain in your apartment unless directed by officials to leave. Place wet towels, sheets, etc. around the bottom, top and sides of your front door to prevent smoke from entering.
17. If you have been directed by fire officials to exit your apartment because of fire on a higher floor or otherwise, do not open your front door until you have confirmed that it is not warm or hot. If you see smoke in the hallway, stay in your apartment behind closed doors and place wet towels around it.

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18. If you encounter smoke, immediately drop to the floor and crawl to safety on your stomach as smoke and heat rises and the air at the floor will be safer.

19. Never, Never, Never, return to the fire location for any reason whatsoever. Many injuries and fatalities occur in this manner.

MOLD

Prevention of mold begins with keeping your apartment clean and removing visible moisture from windows, walls and other surfaces. Student shall not maintain excessive amounts of plants, fish tanks, run showers to de-wrinkle clothes, over humidify the apartment with humidifiers and otherwise create high levels of humidity which may create an environment suitable for the growth of mold. Student shall promptly notify DeVry of any condition in the apartment which may be mold in order to allow DeVry to cure such condition. Student shall reimburse DeVry for all damages caused by Student's failure to comply. Student's breach shall be deemed a substantial material breach of the Student Housing Agreement.

PUBLIC ACCESS WAYS

1. Students shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls. Public access ways shall be used only for entering and leaving the apartment and the building. Only those elevators and passageways designated by building management can be used for deliveries.

2. Baby carriages, bicycles or other property of Students shall not be allowed to stand in the halls, passageways, public areas or courts of the building.

3. No unnecessary loitering in front of building; in the lobby, public halls, stairways or laundry room. No rollerblading, roller skating, bicycle riding, etc. within building.

4. No mats in halls in front of apartment doors.

BUILDING

Anyone seen defacing or destroying any part of Landlord's building or property will be held fully responsible for all damages incurred. If any Student has knowledge of anyone defacing or destroying the building or property in any way, this should be reported to management. Your name will not be used.

BATHROOM AND PLUMBING FIXTURES

The bathrooms, toilets and wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids, garbage or other substances shall not be placed in them.

REFUSE

1. Carpeting, bedding, clothes or other articles shall not be hung or shaken out of any window of the building.

2. Students shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators, or elevator shafts.

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3. No garbage of any kind is to be left on terraces at anytime.
4. Students shall not place any articles outside of the apartment or outside of the building except in safe containers and only at places chosen by Landlord.
5. All refuse and garbage is to be placed into bags and to be pushed down into the compactor chute provided for that purpose.
6. All recyclables should be separated and disposed of according to Recycling Laws.

EXTERMINATING

Please avail yourself of our free exterminating service. Check the days which your building has extermination service and use the sign up sheet posted at mailboxes.

LAUNDRY

Laundry and drying apparatus, if any, shall be used by Students in the manner and at the times that the superintendent or other representatives of building management may direct. Students shall not dry or air clothes on the roof, terrace or balconies.

NOISE

Students, their families, guests, employees, or visitors shall not make or permit any disturbing noises in the apartment or building or permit anything to be done that will interfere with the rights, comforts, or convenience of other tenants. Also, Students shall not play a musical instrument or operate or allow to be operated a phonograph, radio, television set or high fidelity system so as to disturb or annoy any other occupant of the building.

ALTERATIONS

No alterations in the apartments (including removal of appliances and/or fixtures) are permitted unless prior written permission is obtained from DeVry.

NO PROJECTIONS, SIGNS, AERIALS

An aerial may not be erected on the roof, terrace, window or outside wall of the building. Also, awnings or other projections shall not be attached to the outside walls of the building or to any balcony or terrace. No signs, notices, advertisements, or other lettering may be displayed, attached to, inscribed, or exposed on or at any windows or any part of the outside or inside of the building.

NO PETS

Dogs or animals of any kind shall not be kept or harbored in the apartment. Unless carried or on a leash, a dog shall not be permitted on any passenger elevator or in any public portion of the building. Also, dogs are not permitted on any grass or garden plot under any condition. BECAUSE OF HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. STUDENT'S FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A SERIOUS

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VIOLATION OF A SUSTANTIAL OBLIGATION BY STUDENT UNDER THIS STUDENT HOUSING AGREEMENT.

NO SMOKING

No smoking in any public areas of the building (Lobby, Hallways, Stairwells, Garages, Laundry Rooms, Elevators, etc.).

BARBECUES

Use of charcoal or barbecue grill is prohibited. Charcoal grills are available for Tenants' use in picnic area.

WATERBEDS

Waterbeds are not permitted.

MOVING

Students can use the elevator assigned by building management to move furniture and possessions only on designated days and hours. DeVry shall not be liable for any costs, expenses or damages incurred by Tenants in moving because of delays caused by the unavailability of the elevator.

PARKING

Student shall not park or permit the standing of any motor vehicle owned or operated by the Student or any agent, servant, employee, licensee or invitee of Student in any area designated for no parking or no standing. In the event this rule is violated DeVry or building management may remove the offending vehicle at Student's cost.

LANDLORD'S EMPLOYEES

No agent, or employee of building management shall be asked to perform any personal business of any kind for Student while such is engaged in his employment for building management.

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NEW JERSEY

WINDOW GUARD/STOPS – REGULATIONS & REQUIREMENTS

Date:

Premises: HARRISON TOWERS, 575 Easton Ave., Somerset, NJ 08873

Apartment #:

Please be advised that the New Jersey Department of Community Affairs adopted emergency rules governing child-protection window guards (or stops) on August 24, 2005. therefore, as the tenant of the above-referenced apartment you are herewith being notified of the requirements regarding the installation and maintenance of child-protection window guards (or stops) in accordance to N.J.A.C. Section 5:10-27.1.

As a result of this new regulation, a yearly inspection of the window guards (or stops) in your apartment must be conducted by the Superintendent of your building between march 15th and May 1st, beginning in 2006, to ensure that the window guards (or stops) remain sound and have not been tampered with and are in conformance with the requirements of N.J.A.C. Section 5:10-27.1.

It is our obligation to advise you that your failure to comply with the requirements of this regulation will force your Landlord to commence legal proceedings for your eviction from these premises, in which case we shall hold you fully responsible for any and all costs, losses, expenses, legal fees and damages including rent loss incurred by your Landlord as a result thereof. We sincerely trust that this will not be necessary.

The regulation specifically requires that any tenant who has a child 10 years of age or younger who resides in the apartment with them or who visits them frequently, and who wishes to have child-protection window guards (or stops) installed in their apartment, may do so by requesting them, in writing, to their Landlord.

The regulation also requires that no Tenant shall remove or otherwise render ineffective such window guards (or stops). Window Guards (or stops) can only be removed by the Landlord's agent from a unit in which no child 10 years of age or under resides, or when requested to do so by the Tenant, in writing.

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Please contact your Doorman to indicate your request for a specific date and time to conduct this required inspection while you are home or, of your consent for Permission to Enter ("PTE") to conduct the inspection, in your absence.

Landlord's Agent

Tenant's Signature

Tenant's Signature

Tenant's Signature

Tenant's Signature

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NEW JERSEY

SMOKE DETECTOR/CARBON MONOXIDE DETECTOR RIDER

PREMISES: Harrison Towers

APARTMENT #:

I(we) hereby acknowledge the presence of _____ battery operated Carbon Monoxide Detector(s) (First Alert Model #FDD3N) and/or combination hard wired Smoke/Carbon Monoxide Detector(s) (BRK Model #SC61208) approved by the Underwriter's Laboratories, Inc. The Carbon Monoxide Detector(s) and/or combination Smoke/Carbon Monoxide Detector(s) is(are) properly operating and was(were) tested in my(our) presence. I(we) further acknowledge that I(we) are responsible for maintenance and repair of such alarm(s) and for replacing any or all such alarms that are stolen, removed, missing or rendered inoperable during the occupancy of the above apartment. It is further understood that should I(we) fail to maintain such alarm or where such alarm has been lost or damaged, I(we) shall reimburse the DeVry in the amount of \$30.00 per alarm for the cost of such work.

I(we) hereby acknowledge the presence of ____ Electric Smoke Detector, approved by the Underwriters Laboratories, Inc. Said Smoke Detector is installed in the _____. I(we) further acknowledge that I(we) must not tamper or disconnect said Smoke Detector for the duration of my(our) tenancy in the above apartment.

Student's Signature

Student's Signature

Student's Signature

Student's Signature