

**NEBRASKA METHODIST COLLEGE
SHORT-TERM HOUSING AGREEMENT**

This Short-Term Housing Agreement (“Agreement”) is entered into by and between Nebraska Methodist College of Nursing and Allied Health d/b/a Nebraska Methodist College – The Josie Harper Campus (“College” or “NMC”) and the undersigned, _____ (“Company”).

This Agreement is for ten weeks beginning May 25, 2019 and ending August 3, 2019 (the “Term”).

In consideration of an employee(s) or affiliate(s) of Company (collectively, “Resident”) occupying assigned space (“Premises”) at Josie’s Village, Company agrees to abide by the following terms and conditions. This Agreement is a legally binding contract and Company is responsible for fulfilling all obligations under this Agreement, including financial obligations, for the entire Agreement period. Failure of Company and/or Resident to meet any of these conditions may result in the cancellation of this Agreement.

1. GENERAL.

This document, together with all regulations, policies and procedures published by NMC, constitutes the entire Agreement between the Company and NMC. By its submission of this Agreement to NMC, Company is accepting and agreeing to comply, and cause Resident to comply, with the terms and conditions of this Agreement and with all NMC policies and procedures. This Agreement, including other materials incorporated by reference, is subject to change as deemed necessary by NMC without prior notice.

2. ASSIGNMENT PROCEDURES AND PRIORITIES.

Company agrees to accept the space assigned by the College. Company may only make a change of living arrangements with approval from the College and only in accordance with established room change procedures. The College reserves the right to reassign Resident at any time for any reason, including but not limited to, space availability. Company agrees not to allow Resident to sublet or assign his/her room to another person. Company may not increase, or allow Resident to increase, the occupancy of the apartment. Company agrees to cause Resident to promptly vacate his/her room if the College terminates the Agreement.

3. FEES AND PAYMENT.

Company shall pay to NMC an amount equal to _____ (the “Rental Fee”). Payment of the Rental Fee by Company shall be made in full prior to the beginning of the Term. Additionally, a **\$150.00** refundable damage deposit must be submitted to NMC with this signed Agreement. This **\$150.00** refundable damage deposit may be refunded to Company upon Resident’s permanent separation from the Premises if no charges or fines for which NMC holds Resident responsible are deducted from this refund. If this deposit is not sufficient to cover such charges or fines, Company will be responsible for the additional amount.

4. RESIDENT’S RESPONSIBILITY.

a. **Generally.**

Company shall ensure that Resident (i) keeps his/her apartment clean and in an orderly condition at all times and (ii) refrains from damaging the units, courtyards, and other public areas associated with the apartments. Charges may be assessed to Company for damages or alterations to the apartment, furniture, appliances, equipment, locks or buildings, and for special cleaning necessitated by improper care of apartments, furniture, appliances and/or equipment. Company shall ensure that Resident does not remove screens from any windows. Additionally, Company shall ensure that Resident does not loan or duplicate apartment or mailbox keys or access cards. Company shall cause Resident to report a lost key or access card to NMC within 48 hours. NMC will replace the door lock or the access card and charge the cost of the replacement to the Company. Waterbeds are not allowed. The use of halogen lamps, candles and gas or charcoal grills is prohibited.

Company is responsible and may be charged for damage to Resident’s apartment unit. Company is responsible and may be charged for damages to jointly controlled areas such as courtyards, grounds, walkways, appliances, furniture and equipment caused by the negligence or willful misconduct of Resident and/or guests of Resident.

b. **Pets.**

Resident is not allowed to have pets.

c. **Campus Housing Furnishings.**

Furnishings owned by NMC are not to be removed from the unit for any reason. Company will be assessed the full replacement cost for any missing items at check-out time.

d. **Drugs and Alcohol.**

The use and/or possession of alcohol/alcohol containers are prohibited on NMC property. The manufacture, sale, distribution, use and/or possession of illegal drugs and/or drug paraphernalia are prohibited.

e. **Tobacco Use and Smoking.**

Use of all tobacco products, **including smoking**, is prohibited on NMC property.

f. **Weapons and Firearms.**

Resident is not allowed to have firearms, including otherwise lawfully concealed weapons, open blade knives, archery equipment, slingshots, mace and other similar chemical compounds, ammunition or other weapons on NMC property.

g. **Hazardous Materials.**

Resident shall not keep on NMC property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on NMC property or that might be considered hazardous or extra hazardous by any responsible insurance company.

h. **No Solicitation.**

Solicitation is not allowed on NMC property. Resident is not to post signs, posters, banners or other printed material, art or advertisements in windows, inside or on the outside of the buildings or on the grounds without the written permission of the Executive Director of Operations.

i. **Compliance with Laws and Policies.**

Company agrees to comply, and to cause Resident to comply, with and abide by the laws of the United States of America and the laws and statutes and ordinances of the State of Nebraska and the City of Omaha, as applicable. Further, Company agrees to comply, and to cause Resident to comply, with and abide by the policies, rules and regulations set forth in the NMC Campus Housing Handbook.

5. MAINTENANCE, REPAIR AND RULES.

Company shall cause Resident to keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term and any renewal thereof. Without limiting the generality of the foregoing, Company shall cause Resident to:

- a. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- b. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- c. Not obstruct or cover the windows or doors;
- d. Not leave windows or doors in an open position during any inclement weather;
- e. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of the same within any yard area or space;
- f. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of NMC;
- g. Keep all air conditioning filters clean and free from dirt;
- h. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Resident shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Company;
- i. And cause Resident's family and guests to at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or other disturb other residents;
- j. Keep all radios, television sets, stereos, etc. turned down to a level of sound that does not annoy or interfere with other residents;
- k. Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- l. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by NMC.

6. DAMAGE TO PREMISES.

In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence or willful misconduct of Resident, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have been accrued hereunder. The housing provided for herein shall then be accounted for by and between NMC and Resident up to the time of such injury or destruction of the Premises, Company paying rentals up to such date. Should a portion of the Premises thereby be rendered uninhabitable, NMC shall have the option of either repairing such injured or damaged portion or terminating this Agreement.

7. INSPECTION OF PREMISES.

NMC and/or its agents shall have the right at all reasonable times during the Term, and any renewal thereof, to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by NMC for the preservation of the Premises or the building. NMC and its agents reserve the right to enter the Premises for inspection for cleanliness, health and safety and to ensure that NMC rules and regulations are being followed.

8. SURRENDER OF PREMISES.

Upon the expiration of the Term, Company shall cause Resident to surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, less reasonable wear and tear.

9. ABANDONMENT.

If at any time during the Term, Resident abandons the Premises or any part thereof, NMC may, at NMC's option, obtain possession of the Premises in any manner provided by applicable law, and without becoming liable to Resident or Company for damages or for any payment of any kind whatsoever. NMC may, at its discretion, as agent for Company, relet the Premises, or any part thereof, for the whole or any part of the then-unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at NMC's option, hold Company liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in full force, and the net rent for such period realized by NMC by means of such reletting.

If NMC's right of reentry is exercised following abandonment of the Premises by Resident, then NMC shall consider any personal property belonging to Resident and left on the Premises to also have been abandoned, in which case NMC may dispose of all such personal property in any manner NMC shall deem proper and NMC is hereby relieved of all liability for doing so.

10. DEFAULT, MODIFICATION, AND TERMINATION OF AGREEMENT BY NMC.

Upon a default by Resident and/or Company, as applicable, of this Agreement, the Executive Director of Operations may modify or terminate this Agreement. Resident and/or Company is considered in default if Company fails to pay rental charges in a timely manner, Resident has engaged in conduct which is disruptive to the living community as determined by NMC in its sole discretion, or Resident has failed to comply with federal and state laws or NMC policy. Upon notification that he/she is in default, Company shall cause Resident to vacate the assigned Premises within forty-eight (48) hours. After this forty-eight (48) hour period, NMC reserves the right to remove Resident's personal property from their assigned Premises and dispose of such property.

11. LIMITATION OF LIABILITY; INDEMNIFICATION.

NMC cannot and does not assume responsibility for personal accident, injury, or illness to residents, guests or visitors or for damage, theft, or loss of personal property, including, but not limited to, illness, injury or death in the use of a balcony by any person, the failure or interruption of utilities, such as heating, air conditioning, water, electricity, telephone, cable TV service, wireless internet service, power surges or water leaks or the destruction of the Premises or any part thereof by fire, wind, rain, tornado, or any other force.

Company hereby releases and agrees to indemnify, defend and hold harmless NMC, its trustees, officers, agents, faculty and employees from any liability on account of accident, injury, illness, property damage, theft, or loss not caused by the College's gross negligence or intentional act or omission. The College will not reimburse Resident or Company for damaged, lost, or stolen personal property. Residents are encouraged to protect themselves from loss by purchasing appropriate insurance.

12. NMC RESPONSIBILITY.

NMC cannot guarantee against temporary failures of utility systems or defects caused by ordinary wear and tear. Instead, the College's duty is limited to the exercise of best efforts to provide clean, safe lodging for Resident with utilities in good working order. Every effort will be made to complete maintenance in a timely manner.

13. ATTORNEYS' FEES.

Should it become necessary for NMC to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Company agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

14. DESCRIPTIVE HEADINGS.

The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of NMC or Company.

15. STATEMENT OF POLICY.

It is the policy of NMC not to discriminate against anyone based on race, age, color, disability, religion, sex, sexual orientation, national or ethnic origin, marital status or veteran status. NMC is an ADA and equal opportunity institution.

By signing this Agreement as a representative of Company, I accept and agree to this Short-Term Housing Agreement and its terms and conditions, including all covenants set forth by NMC in the Campus Housing Handbook. By signing this agreement as a representative of Company, it is understood that Company is responsible for all financial obligations in this agreement and agrees to the Rental Fee.

IN WITNESS WHEREOF, the parties hereto have executed this Short-Term Housing Agreement as of the date set forth below.

**[UNIVERSITY OF NEBRASKA MEDICAL CENTER
NE-INBRE Program]**

Name

Date

Title

NEBRASKA METHODIST COLLEGE

Name

Date

Executive Director of Operations
Title