

AGRICULTURAL EXPERIMENT STATION RENTAL AGREEMENT

This Agricultural Experiment Station Rental Agreement (the "Agreement") is entered into this _____ day of, _____ by and between the Board of Trustees of the University of Arkansas (the "University") acting for and on behalf of the University of Arkansas Agricultural Experiment Station ("AAES") and ("Employee") _____.

RECITALS

1. The University, through its Division of Agriculture and under the direction of the Vice President for Agriculture, operates and maintains Agricultural Experiment Stations. As used in this Agreement, the term "University" and "AAES" shall be used interchangeably unless the context indicates otherwise. The term "Center/Resident Director" shall mean and refer to the employee of the University and AAES designated as the Resident Director of an Agricultural Experiment Station or Center.

2. The University has determined that it is beneficial to have a limited number of employees reside on the AAES property. The benefits include, but are not limited to, the attraction and retention of quality employees, security for the premises and availability in case of emergencies.

3. The University has also determined that certain benefits are derived by the employees residing on AAES premises by shorter travel time to and from work, reduced transportation costs and available housing at fair market value.

NOW, THEREFORE, in view of the mutual benefits to be derived herefrom and in consideration of the promises, covenants and conditions hereinafter set forth, the University and Employee agree as follows:

1. **Employment Relationship.** Employee represents to the University, and the University acknowledges, that Employee is, or on the date of initial occupancy of the premises will be, an employee of the AAES, the Dale Bumpers College of Agricultural, Food and Life Sciences, or the Cooperative Extension Service.

2. **Use and Occupancy.**

(a) Employee shall personally use and occupy the premises solely as a private dwelling for himself or herself and his or her immediate family and shall not permit the premises to be used or occupied by any other persons. Exceptions to the foregoing restrictions on occupancy may be granted with prior written approval by the Director of AAES under such circumstances as he or she might determine. The name and relationship to the Employee of all members of the Employee's immediate family and other permitted occupants are attached as **Exhibit A** and made a part hereof.

(b) Employee and permitted occupants may establish and maintain vegetable gardens, fruit trees and the like for personal family use in areas designated by the Center/Resident Director which may be located off of the rented premises. Commercial plant growing enterprises are not permitted.

3. **Premises.** The property and premises to which this Agreement applies is located at the _____ Station or Center in or near the town of _____, _____ County, Arkansas. The premises shall consist of the residence and other improvements located upon the property and includes the yard and grounds immediately surrounding the residence. The approximate location of the rental premises is described on the drawing attached hereto as **Exhibit B** which the parties acknowledge is not a precise plat or survey of the premises but only an approximate description thereof.

4. Prior to occupancy, or continued occupancy, under this Agreement Employee acknowledges the habitable condition of the premises and agrees and understands that no agreement has been made by AAES to decorate, alter, repair or improve the premises. Further, Employee acknowledges that he or she may not alter, paint or otherwise improve the premises without specific written approval in advance by the Resident Director of the Station. A pre-occupancy checklist will be used to document the condition of the residence at or prior to occupancy and will also be used to determine the condition on the residence when vacated by the Employee. When completed this checklist will be attached to this Agreement as **Exhibit C**.

5. **Rental Term.** The term of this Agreement is from _____ (date) until termination, resignation or retirement of Employee or until termination of this Agreement as set forth hereinafter.

6. **Rental Value.** The fair market value of rent for the premises as prescribed or determined by the Internal Revenue Service under applicable laws, regulations or policies will be treated as a taxable benefit to Employee and applicable federal and state tax withholdings on this amount will be deducted from Employee's paycheck each pay period. The current monthly taxable value is \$ _____. This amount is subject to change as the appraised value changes and Employee will be notified in writing in advance of any change in this amount.

7. **Utilities.** The University and AAES will not be responsible for the payment of utilities and services related thereto for the premises except as follows: _____ . As used herein, "Utilities" shall mean and refer only to water, gas and electricity.

8. **Termination of Agreement By Employee.** Employee may terminate this Agreement by giving AAES at least fourteen (14) days written notice of intent to vacate the premises and to terminate this Agreement. All personal property left by the Employee or any permitted occupant after the premises have been vacated shall be deemed abandoned and will be removed at the expense of the Employee or permitted occupant unless arrangements have been made with the Center/Resident Director prior to termination of this Agreement. In no event shall AAES be responsible or liable for any losses or damages to any property of Employee, permitted occupants or other persons left on the premises after termination of this Agreement. These provisions shall apply whether termination is by Employee or by AAES pursuant to paragraph 9 hereinafter.

9. **Termination of Agreement by AAES.**

(a) This contract shall automatically be terminated when Employee is no longer employed by AAES. When such employment terminates for any reason, Employee shall vacate the premises and remove all personal property of Employee and permitted occupants therefrom on or before the date employment terminates;

(b) AAES may, for convenience, terminate this Agreement on ninety (90) days written notice to Employee and shall not be required to furnish any reason or cause therefor although such cause may exist; and

(c) AAES may terminate this Agreement for cause if it should determine that continued occupancy by Employee or other approved occupants of the premises is detrimental to the property or AAES. Such reasons for termination shall include, but not be limited to, damage to the property or annoyance to other residents in the area caused by the Employee, other occupants, visitors or pets or failure by the Employee to perform, or violation by Employee of, any material obligation of this Agreement. Prior to termination for cause, AAES will furnish Employee written notice specifying the conditions furnishing cause for termination and directing Employee to cease such activities or repair any damages identified. If Employee does not, to the satisfaction of AAES, cure the conditions which give rise to termination for cause within ten (10) days following the date of such notice, this Agreement shall be terminated and Employee and all occupants shall vacate the premises and remove all personal property within ten (10) days following the date of such termination.

10. **Insurance.** AAES shall maintain fire and extended coverage insurance for the premises and improvements thereon. The University, AAES, their trustees, officers, agents and employees shall not be liable for any injuries to Employee, approved occupants of the premises or guests or invitees or for personal injury to, or damage to the property of, any such individual on the premises and Employee agrees, and does hereby, hold the University, AAES, their officers, trustees, agents and employees harmless from and against any and all claims for damages to persons or property on the premises. Employee acknowledges that AAES encourages Employee and other approved occupants to obtain insurance for their personal property on the premises and to protect themselves from claims of liability arising out of their use and occupancy of the premises.

11. **Property Maintenance and Appearance.**

(a) The premises including, but not limited to, the yard, flower beds, gardens and shrubbery around the residence must be kept in a neat and orderly appearance at all times. Employee is responsible for keeping the yard free of any items that may interfere with lawn maintenance such as trash, toys, tools, equipment and disabled vehicles. All vehicles regularly parked, stored or otherwise housed at the premises shall be licensed, in operating condition and shall be the personal property of the Employee or other approved occupant of the premises. Personal travel trailers and boats shall be stored at a location designated by the Center/Resident Director who shall also be authorized, in his or her sole discretion, to determine whether the Employee is complying with the conditions of this paragraph.

(b) The Center/Resident Director shall arrange for appropriate repair and maintenance of the premises and Employee shall give prompt notice of any damage or needed repairs.

(c) Any household appliances or other equipment furnished with the premises and set forth in the pre-occupancy checklist will be maintained by AAES for normal maintenance, replacement and repair. If Employee or any approved occupant, guest, invitee or pets shall cause damage to household appliances or equipment provided by AAES, Employee will pay the cost of repairing the damage or replacing the appliances or equipment.

(d) Employee shall be responsible for routine maintenance of heating and cooling systems and plumbing by replacing air filters and performing such other routine maintenance.

(e) Upon termination of this Agreement, the premises shall be delivered to the University and AAES in as good order as existed upon initial occupancy, ordinary wear and tear and casualties not caused by acts of Employee, approved occupants, guests, invitees or pets excepted.

12. **Pets.** Employee may keep a reasonable number of family pets as determined by the Center/Resident Director if adequate enclosure and shelter for pets is provided. All pets should be vaccinated and tagged as required under local ordinances of the applicable jurisdiction. Commercial animal enterprises including, but not limited to, kennel, boarding, and breeding shall not be permitted on the premises. Personal farm animals may not be kept in or around the premises.

13. **Right of Entry.** AAES shall retain duplicate keys to the premises and AAES or its agent shall have access to the premises for inspection at all reasonable hours. Where possible, AAES shall notify the Employee or other approved occupant by the most expeditious means in advance of entry upon, or inspection of, the premises by AAES or its agents. AAES or its agents may enter upon the premises without such notice in cases of emergency, for necessary maintenance, pest control, safety inspection or where reasonable grounds exist to believe that Employee, his or her approved occupants, guests or invitees are violating provisions of this Agreement and that such entry is necessary to protect the premises and the interest of AAES.

14. **Prohibited Activities.** In supplementation of any activities set forth herein and prohibited to be conducted or undertaken by the Employee, the following activities shall also be prohibited:

(a) Employee shall not use, or permit approved occupants, guests or invitees to use the premises for any unlawful purpose or to do or permit any unlawful act in or upon the premises or to cause or permit a nuisance to exist.

(b) Commercial vehicle sales, rental, repairs or storage shall not be permitted on the premises.

(c) Additional locks shall not be placed upon any doors of the premises without prior written consent of the Center/Resident Director nor shall keys to existing locks be changed without written consent of the Center/Resident Director. Upon termination, Employee shall surrender all keys to the premises, including those furnished to approved occupants.

(d) The Employee shall not paint or wallpaper the premises or permit anyone to paint or wallpaper the premises, to erect any structure on the premises or make or permit anyone to make any structural alterations or changes in or about the premises without prior written consent of the Center/Resident Director.

15. **Security.** While the University acknowledges that Employees residing on the premises by their presence may enhance overall security of the premises and the Station or Center, Employee shall not take any act to remove persons from the Station or Center or property adjoining the premises who the Employee believes to be on the premises without authorization, right or permission. Employee shall report any such persons who Employee believes to be on the premises without authority to the Center/Station Director or, in his absence or in an emergency, to law enforcement authorities having jurisdiction over the premises.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written agreements between the parties. This Agreement may be modified only in writing signed by the Employee and the Center/Resident Director.

17. **Notice.** Any notice required hereunder shall be deemed furnished if sent by any form of mail or hand-delivered to the Employee at the address of the premises or at the Employee's normal work station. Any notice required or permitted hereunder be given to AAES shall be deemed given if sent by any form of mail or hand-delivered to the Center/Resident Director of the AAES Station upon which the premises are located.

18. **Delegated Authority.** The Center/Resident Director has been delegated authority by the University to execute this Agreement.

EMPLOYEE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO COMPLY WITH THEM.

Employee

Date

AAES Center/Resident Director

Date

AGRICULTURAL EXPERIMENT STATION RENTAL AGREEMENT

List of persons living with Employee in AAES housing.

Exhibit A

Employee Name _____
Last (Family Name) First (Given Name) Middle

Please list name and relationship of all persons who will be living in the house with you:

NAME

RELATIONSHIP

**Drawing of Rental Premises
(Approximate)
Exhibit B**

University of Arkansas Agricultural Experiment Station
Residence Check in Check out
Exhibit C

NOTE: Items on this list may not be in every residence

Name
Check-in condition of residence when occupied
 Check mark by items that are in good condition, note any items that need attention. Leave blank if it does not apply.

Building Number
Check-out condition when vacated
 Check mark by items that are in good condition, note any items that need attention.

Kitchen

1. Garbage Disposal _____
2. Sink Stoppers _____
3. 1 Spray Attachment _____
4. Stove _____
 A. 4 burners _____
 B. Oven Trays _____
 C. 1 Broiler Pan _____
5. Refrigerator _____
6. Window Glass/Screen _____
7. Ceiling Light Fixture _____
8. Kitchen Sink _____
9. Cabinet Door and Drawer Pulls _____
10. Finish of Cabinets _____
11. Flooring _____
12. _____

1. _____
2. _____
3. _____
4. _____
 A. _____
 B. _____
 C. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____

Bathroom

13. Mirror _____
14. Towel Bars _____
15. Shower Rod _____
16. Bathtub _____
17. Lavatory _____
18. Window Glass/Screen _____
19. Light Fixture _____
20. Vanity Door and Drawer Pulls _____
21. Vanity Finish _____
22. Flooring _____
23. Walls _____
24. _____

13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____
24. _____

Bedroom 1

25. Window Glass/Screen _____
26. Ceiling Light Fixture _____
27. Closet Door _____
28. Clothes Rod _____
29. Flooring _____
30. Walls _____
31. _____

25. _____
26. _____
27. _____
28. _____
29. _____
30. _____
31. _____

Bedroom 2

32. Window Glass/Screen _____
33. Ceiling Light Fixture _____
34. Closet Door _____
35. Clothes Rod _____
36. Flooring _____
37. Walls _____
38. _____

32. _____
33. _____
34. _____
35. _____
36. _____
37. _____
38. _____

Bedroom 3

39. Window Glass/ Screen _____
40. Ceiling Light Fixture _____
41. Closet Door _____
42. Clothes Rod _____
43. Flooring _____
44. Walls _____
45. _____

39. _____
40. _____
41. _____
42. _____
43. _____
44. _____
45. _____

