Overview:
Fitchburg State University serves students from a wide variety of backgrounds, ages and interests, some of whom choose to live in off-campus housing. The University is concerned that rental accommodation to which students gain access through its housing service is in acceptable condition, that it fulfills relevant requirements for residential tenancies, and that the relationship between the landlord and the student is open, reasonable and fair and consistent with applicable law. To best support the interests of the students and in light of the continuing requests from local landlords to post rental property opportunities with the University’s Office of Housing and Residential Services, the University has developed a multi-tiered program in an effort to meet the needs of both students and landlords.

Requirements:
Effective March 1, 2011, Fitchburg State University requires that all residential property owners seeking to post their services, electronically or otherwise, through the University first confirm that they will comply with all the applicable laws, codes and regulations regarding building access and safety, health and sanitation and tenancy and that they will observe and be bound by the following requirements, which may be amended by the University from time to time.

The University makes no representation or warranty about the safety, quality, or habitability of any listed apartment.

Standard Off-Campus Housing Provider

Any landlord listing a property with Fitchburg State University’s Housing & Residential Services as a Standard Off-Campus Housing Provider affirms his or her commitment to do the following:
• To provide for the security of tenants and their property by ensuring that there are working exterior locks on all doors to the rental unit.

• To provide for the security of tenants and their property by ensuring that there are working exterior locks on all bedroom doors, or that locks will be installed, at no charge, upon a tenant’s request, where bedrooms are rented on an individual basis in a multiple bedroom unit.

• To ensure that the exterior entrances to the building containing the rental unit are secure and well lit at all times.

• To provide for the safety of all tenants by complying with the requirements of all applicable building and housing codes affecting the health and safety of tenants.

• To ensure that all units contain working smoke detectors and that all fire exists for the property are clear and unobstructed at all times.

• To keep all common areas of the premises in a clean and safe condition and to provide and maintain appropriate containers for the removal of trash and other waste generated.

• To make all repairs and do whatever is necessary to keep the premises in a fit and habitable condition, which is to include keeping all electrical, plumbing, sanitary, and heating and ventilation systems in good and safe working order.

• To fully disclose the physical condition of the property to all prospective tenants

• To clearly direct the attention of prospective tenants to any conditions of tenancy, including tenant insurance, subletting and lease termination.

• To conduct a detailed review of any rules of tenancy covered in the lease or in any applicable policies or rules (i.e. pets, smoking, noise, parking, etc.) before the lease is signed.

• To specify any administration, cleaning or other fees that will be charged to the tenant upon terminating the lease.

• To conduct a thorough pre- and post-tenancy inspection of the premises in the presence of the tenant (where possible) and to discuss with the tenant any issues regarding the condition of the
premises identified in the inspection before the beginning of the tenancy and within seven days following the end of the tenancy.

- To return security deposits to the tenant within thirty days of the end of the tenancy (unless sooner required by law), and provide a written breakdown outlining any individual charges and the cost for each (i.e. cleaning, painting, carpet damage, replacement, other, etc.) if any part of the security deposit is not returned to the tenant.

- To otherwise comply with all requirements contained in Massachusetts tenancies law.

Select Off-Campus Housing Provider

Any landlord wanting to list a property with Fitchburg State College’s Housing & Residential Services as a Select Off-Campus Housing Provider affirms his or her commitment to do the following:

- To adhere to all of the requirements — stated above — that apply to a Standard Off-Campus Housing Provider.

- To provide individual lease agreements on a per bed basis.

- To provide all utilities, cable, and data service.

- To provide on-site laundry facilities.

- To provide on-site management, which can include a security desk, reception desk, management office and/or maintenance operations or some combination, but which must include a method of providing immediate 24/7 access to management and/or maintenance.

- To provide on-site amenities to include such things as, but not limited to, fitness equipment, vending facilities, recreation equipment, pool, etc.

- To provide a fully fire-sprinkled facility, even if not required by code.
Disclaimers:

The posting of any unit of off-campus housing at Fitchburg State University shall not be deemed to obligate the University to inspect such unit or the premises of which it is a part, or to monitor its condition, or to enforce any code or other legal requirement pertaining to it, or to enforce or interpret any lease or the terms of any other agreement of tenancy to which it is subject. Nor shall the posting of any unit of off-campus housing at the University be deemed to constitute the University a party to any lease or other agreement pertaining to the occupancy of such unit, and all such leases and agreements shall be between the landlord and the tenant (including any guarantor) and shall be enforceable solely by and between them and not by or against the University.

Housing & Residential Services and Fitchburg State University assume no responsibility for any outdated or inaccurate information contained in any posting or for the failure of any landlord or other person to adhere to the commitments set out in this Policy. The University does not inspect any unit of off-campus housing posted with its Office of Housing and Residential Services, nor does it monitor or enforce any landlord’s (or any other person’s) adherence to the Requirements set out in this Policy. Therefore the posting of any such unit does not constitute approval or certification by Fitchburg State University that the unit is suitable for occupancy by any person or persons or that it has any particular qualities, facilities or amenities.

The University makes no representation or warranty about the safety, quality or habitability of any listed apartment.

Posting Rates:
Standard Off-Campus Housing Provider:
- Single unit - $50 per posting /$100 maximum per year
- 2-4 Units - $250 per year
- 5 or more Units - $500 per year

Platinum Off-Campus Student Housing Provider - $1000 per year.

Fitchburg State University reserves the right, in its sole discretion, to reject or revoke any posting of off-campus housing, and its decision to do so shall not obligate it to refund any fee paid to it in connection with such posting.
FITCHBURG STATE UNIVERSITY

POLICY ON THE
POSTING OF OFF-CAMPUS HOUSING

LANDLORD COMMITMENT

In consideration for Fitchburg State University’s granting me the privilege of using its facilities to list certain off-campus housing units for occupancy by University students, I, the undersigned, being the owner or the duly authorized agent for the owner of such housing units, hereby commit to adhere to the health, safety and other requirements set out in Fitchburg State University’s Policy on the Posting of Off-Campus Housing.

This commitment is made for the following described units of off-campus housing and, commencing with the date of signature, will remain in effect for so long as any student of the University occupies any such unit:

Housing Units:
   a) Address:
   b) No. of units:
   c) Identity of units (e.g., “apts. 1 through 5”):

Owner of Units:
   a) Name:
   b) Address:
   c) Contact (if different):

Provider Status (check one):
   a) __ Standard
   b) __ Platinum

Signatory’s Legal Status (check one):
   a) __ Owner
   b) __ Agent of the Owner

I have read and understand Fitchburg State University’s Policy on the Posting of Off-Campus Housing; and, as or for the owner of the above-described off-campus housing units, I represent that I have the authority to make the commitment stated above and hereby affirm that commitment.

I acknowledge that the privilege of being permitted to use the University’s facilities to list available off-campus housing pertains only to the housing units that are described above and is granted only for the period of the academic year 2011-2012.

________________________________________
Signature and Printed Name:
Title (if not the Owner): ____________________________
Date: __________________

For University Use:

Fee paid: $________