

## MICROFRIDGE® RENTAL AGREEMENT 2019–2020

### IMPORTANT – PLEASE READ CAREFULLY

1. The LESSEE agrees Framingham State University will make the rental unit available during the first two weeks of school, if the order is received prior to fall move-in. Orders received after move-in will be filled within two weeks upon receipt of agreement/payment based on supply. Framingham State University does **not** guarantee that the unit will be in the room upon your arrival. **Do not bring food with you to school.** Framingham State University will **not** be responsible for any food items spoiled prior to the arrival of the Rental Unit.
2. In cases where the Rental Unit is to be picked up at a central location, the LESSEE is responsible for going to that location.
3. Framingham State University will, at its own discretion and expense, replace, repair or refund the rental fee if the Rental Unit should it fail to operate properly, **except** if the Unit is damaged through misuse, negligence, carelessness or irresponsible use by the LESSEE.
4. Payment will be processed on a unit available basis upon date of receipt of order.
5. The LESSEE agrees that Framingham State University will be allowed to enter the student's room to install or remove the Rental Unit.
6. The LESSEE agrees to reimburse Framingham State University for any and all loss or damage to the rental unit from any cause whatsoever. If legal action is required, LESSEE agrees to reimburse Framingham State University reasonable attorney's fees.
7. In the event that the unit is not returned, the replacement cost for the rental unit will be: \$550.00.
8. When the rental unit is returned the LESSEE agrees that the Rental Unit:
  - Will be turned in on time, according to the pick-up schedule (the LESSEE will incur a pick-up charge for an additional trip to pick-up the rental unit);
  - Will be thoroughly cleaned, defrosted and dry – ready for storage. A cleaning charge of \$50.00 will be incurred to the LESSEE if the unit is not returned in proper condition;
  - Has all original parts. Replacement costs for parts: Shelf \$10; M/W Plate \$30; M/W Ring \$20; Ice Cube Tray \$5; Scraper \$5; door shelves \$4–8; drawer \$21.
9. The LESSEE will incur a finder's fee of \$25.00 if it is necessary to search for the rental unit. Details of pick-up arrangements will be sent to the LESSEE's school address before the expiration of this agreement.
10. Orders will not be processed in cases where a check is returned for insufficient funds. Framingham State University will provide written notice should this occur. There will be a \$25.00 charge for all returned checks.
11. Refund/Cancellation Policy for academic year rentals: Cancellation, received via email to [residencelife@framingham.edu](mailto:residencelife@framingham.edu) received by October 1 (for full year rentals) and by

February 1, a complete refund less a \$40.00 processing return fee. After the referred dates above, the rental fee is non-refundable and non-transferable.

12. The LESSEE agrees that the unit will only be used in a Framingham State University residence hall. Under NO circumstances may a rental unit be removed from campus.
13. The LESSEE acknowledges that the rental unit requires a grounded (“three prong”) outlet. If an extension cord is used, it must be a three prong extension cord with a wire gauge no thinner than #16 wire.
14. The return date for the rental unit may be as early as one week prior to final exams. The actual date will be communicated via a drop-off notice and/or posters on campus.
15. **In the event that the LESSEE's room assignment is changed, it is the LESSEE's responsibility to move the rental unit to the LESSEE's new room.**
16. Rentals are for the fall and spring semester of a full academic year for \$230.00. There are no half-year rentals available in the fall semester.
17. **If units are available, students may rent a unit for the spring semester for \$130.00. Orders received prior to spring semester move-in will be delivered within the first two weeks of the semester. Orders received after spring semester move-in will be delivered within two weeks of order.**
18. Residence Life will cancel an application if more rental applications are received than are allowed in a room (one unit allowed per double room and two units are allowed for a triple or a quad).
19. All charges for microfridge rentals are placed on the student account. Residence Life does not accept payment for rentals.