Housing & Residential Life Off-Campus Listing Service
Policy Agreement

Introduction
Area Property Managers/Property Owners and the University of Minnesota share the common goal of making affordable, quality housing opportunities available to University students. To promote this goal, the University and Property Managers/Property Owners agree to the conditions outlined below for participation in the University’s Off-Campus Listing Service.

Off-Campus Listing Service Policy Agreement

You, the Property Manager/Property Owner named on page 2 of this agreement, shall have the privilege to list rental vacancies with the Off-Campus Listing Service for a period of one (1) year, subject to full payment of applicable fees and to the provisions outlined below. By participating in this service, you represent that the properties you seek to have listed comply with applicable local, state, and federal law, including municipal housing maintenance codes, all local rental registration or licensing requirements, and manager screening requirements. You also understand that the University may refuse to list, or may de-list, you and/or your properties when the University becomes aware of chronic code violations or repeated unresolved tenant complaints involving the Property Manager/Property Owner.

Effective October 1, 2004, the policy was fully enforced and all other agreements between Property Managers/Property Owners and the University of Minnesota prior to this date are null and void.

Listing of Property Managers/Property Owners and Properties

Housing and Residential Life (HRL) offers a listing service for a fee to anyone who has a property in the seven-county metro area. Vacancy listings are posted on the Off-Campus Listing Service website, accessible by anyone from anywhere at no charge. HRL reserves the right to refuse to list Property Managers/Property Owners and their properties, or to de-list already listed properties, in any of the circumstances outlined below.

1. HRL reserves the right to refuse listing or to de-list all of the Property Manager’s/Property Owner’s listings when that Property Manager/Property Owner has had three or more unresolved tenant complaints filed with the University Student Legal Services (USLS) within the previous twelve-month period. A complaint is unresolved if (1) it results in a court decision granting a remedy to the tenant, or (2) the Property Manager/Property Owner has not made a good faith effort to respond to and or settle the complaint with USLS or tenant.
2. HRL reserves the right to refuse a listing or to de-list any or all of the Property Manager’s/Property Owner’s listings when the University is aware that the Property Manager/Property Owner has been subject to three or more tenant initiated complaints that result in incidents in which inspection orders were issued finding municipal code violations on any of the Property Manager’s/Property Owner’s properties within the previous twelve-month period.

3. HRL reserves the right to refuse a listing or to de-list any property based on misrepresentation(s) by the Property Manager/Property Owner in the application for listing with HRL.

In the event a Property Manager/Property Owner or a property has been de-listed by HRL under any of these circumstances during the one-year term of the listing, the Property Manager/Property Owner will forfeit any and all fees paid to HRL for the subscription.

A Property Manager/Property Owner who is refused listing or is de-listed under the provisions of this program shall not be permitted to re-list for a period of 12 months and then only if the Property Manager/Property Owner satisfies HRL that the problems with tenant complaints and chronic code violations have been resolved.

In the event the University of Minnesota shall fail to perform any of its duties under this agreement, the sole remedy of the Property Manager/Property Owner in connection therewith shall be the termination of this agreement and a refund of the fee attributable to such failure to perform, and in no event shall the University be liable to the owner or others for any damages, of whatever nature, including, but not limited to, consequential, direct, general, or lost profits.

I have read the University of Minnesota Off-Campus Listing Service Policy Agreement and, by signing, represent the properties listed in my account as being in compliance with the policy.

______________________________                _______________________
Property Manager Signature     Date

_____________________________________
Property Manager Printed Name

______________________________                _______________________
Property Owner Signature     Date

_____________________________________
Property Owner Printed Name

Optional: E-mail Address(es). We are compiling an e-mail list to send periodic updates regarding the Off-Campus Listing Service. These updates will be infrequent, and your e-mail address will not be shared.