



Green River College Student Housing Agreement 2024-2025 School Year

Current Residents: Please log into your [MyHousing Portal](#) to review your signed Student Housing Agreement precise payment deadlines; housing costs; and length of your housing agreement.

The term of this Campus Corner Apartments Student Housing Agreement (herein called the "Housing Agreement") between the registered student (herein called the "Student") and Capstone On-Campus Management (herein called the "Manager") as agent for G.R.C.C. Student Village, LLC (herein called the "Owner") in association with Green River College (herein called the "College") is for the academic year described above. The student understands that the Manager shall only permit the Student to occupy a room with the Student's agreement to abide by all terms and conditions listed as part of this Housing Agreement, and only for so long as the Manager believes that the Student is in full compliance with this agreement and all College rules and policies, including but not limited to the Resident Handbook. All persons residing and working at Campus Corner Apartments will be treated fairly and equally without regard to race, color, religion, sex, gender expression, family status, sexual orientation, disability, national origin, or source of income.

Room Assignment and Occupancy

The following guidelines will govern room assignments and occupancy:

- The Manager reserves the sole right and discretion to refuse to give a housing assignment or occupancy to any student. Examples of reasons for refusals include but are not limited to the following: individuals who have a criminal history, which is assessed on a case-by-case basis, individuals who have gone through an investigative process or disciplinary action through the student conduct office, individuals who have documented behavioral problems which may negatively impact the residential community, individuals who have been previously removed or suspended from campus housing, and individuals who are not of legal age to enter into a binding agreement in the State of Washington.
- The Manager may provide housing accommodations at Campus Corner Apartments to the Student based on space availability, enrolled in a minimum of 10 credit hours at the College, has completed a Housing Application, signed the Housing Agreement, and submitted the required Application Fee (as defined below), and any other additional documents required. Students who are 17 years of age will be provided housing provided their housing agreement is also signed by a parent or guardian.
- This Housing Agreement is for accommodation in any bed space in Campus Corner Apartments. No specific apartment, room assignment or choice of roommate shall be guaranteed by this Housing Agreement, nor by the Housing Application.
- The Manager reserves the sole right and discretion to modify a student's room assignment and occupancy of their apartment at any time. Manager will provide five days written notice of such modification, except under extraordinary circumstances.

Room Assignment Transfers

After a student is assigned a room, a Student may change room assignments only with prior written authorization from the Manager after a request is made. Completion of a room transfer form is required. Room transfers cannot be implemented within fourteen days after the start of the quarter. There will be a \$75 fee for all approved room transfers. The room transfer process can be found in the Resident Handbook, which is incorporated in this agreement by reference.

Terms of Occupancy

Campus Corner Apartments opens each quarter on the First Day of Occupancy listed below. Campus Corner Apartments closes each quarter at noon on the Last Day of Occupancy listed below. The student may not occupy a room prior to the First Day of Occupancy or after the Last Day of Occupancy unless granted previous approval in writing from the Manager. An additional cost may be assessed for occupancy outside of the Term of Occupancy at the request, or in partnership and agreement with the college. A Student who has signed a Housing Agreement for the following academic term and/or quarter may be permitted to remain in Campus Corner Apartments after the Last Day of Occupancy.

Terms of Payment, Charges, and Refunds

The total amount due for the Term of Occupancy (herein called the "Housing Fee") is listed above. This amount is for a one (1) bed space in a shared apartment. This amount is due on the due date(s) above. In the event any payment of the Housing Fee is not received to the close of the third (3rd) day after it is due, such payment shall be deemed delinquent and the student will be charged a late fee equal to five percent (5%) of the amount of the delinquent payment, which shall be treated as additional rent. Any additional charges, such as damages or fines, shall be considered additional rent and will be due immediately upon written notice as allowed by law.

Non-Refundable Application Fee

A **o n e - t i m e** One hundred Dollar (\$100) non-refundable Housing Fee is required to complete the Housing Application. This fee is non-refundable regardless of whether an application is approved.

Assignment of Agreement

This Housing Agreement is non-transferable or assignable; therefore, the Student shall not sublet the room or any part thereof or assign this Housing Agreement to another person.

Use of Facilities

When the Manager deems it necessary, the Manager will require students to move to other accommodations. When such circumstances occur, the Student agrees to complete the move within the time specified by Manager after being provided a 5-day written notice. The Manager may relocate the Student for any the following reasons, including but not limited:

- to vacate or consolidate a room, apartment, or unit.

- to provide necessary space to accommodate staffing needs
- to vacate an area for the purpose of major repairs or when maintenance difficulties or requirements render an area unsafe
- when unusual conditions occur affecting the health or safety of the Student or others
- conduct in violation of Policies and Regulations (as defined below)
- as requested by the College.

Abandonment of Assignment

When the Manager becomes aware that a Student vacated or abandoned their assignment after moving in, ten (10) business days after the Manager attempts to contact the Student (and Guarantor, if applicable), via email, phone call, and/or certified mail (from the date of mailing) regarding their Housing Agreement status, the Manager will deem the bed space abandoned and terminate the Student's right to occupancy, as defined within this agreement. A Student attempting to cancel their Housing Agreement by turning in their keys will not be permitted to do so and will be directed to submit a Petition for Release.

Termination of Occupancy by Manager

Subject to any notice requirements under applicable law, if any, the Manager may terminate this Housing Agreement and terminate the right of occupancy after a 10 day written notice including, without limitation: delinquency of any Housing fees or other fees; health and safety reasons; violation of the Policies and Regulations (as defined below); failure to meet enrollment requirements and be in good academic and disciplinary standing at the College; or other reasons of sound administration of the Manager. Students whose Housing Agreement is Terminated due to Violations of Policies and Regulations will not be permitted to visit or reside in Campus Corner Apartments.

Termination prior to Move In by Manager

If a student fails to successfully move in within 10 days of the beginning of their Housing Agreement Dates, the Manager may cancel this Housing Agreement and the bedspace will be forfeited.

Termination of Occupancy by Manager due to delinquency

Upon an event of default by the Student resulting in the early termination of this Housing Agreement, the Manager may accelerate all amounts payable under this Housing Agreement (subject to the Student's refund rights for failure to remain enrolled in the College set forth above) and exercise any other right or remedy available to Manager in law or equity, in accordance with all applicable laws. Student shall pay to Manager all costs of collection incurred by Manager upon any event of default, including all reasonable attorneys' fees and expenses.

Housing Agreement Cancellation by Student

Petition for Release Process

Student may petition for release from this Housing Agreement by submitting a written request to the Manager. Said request will be processed and reviewed. In all instances, the burden of proof shall lie with the Student to demonstrate grounds for early cancellation.

Process for release from Housing Agreement due to Student status or extenuating circumstances.

Student may be approved to be released from future academic terms and/or quarters within their signed Housing Agreement, without a cancellation or administrative fee, if they are no longer enrolled in the College, transfer to a new institution, graduate, or have a medical condition that inhibits their ability to live at Campus Corner Apartments. Students may also elect to petition for matters that were unknown or unforeseen at the time they signed this Student Housing Agreement. Housing Agreement cancellations are not reviewed until a completed Petition for Release form is signed by a qualified Student and approved, unless extenuating circumstances do not allow, or permit.

Process for cancellation of Housing Agreement prior to agreement start date and petition submission deadline. This Housing Agreement is a legally binding agreement. By signing this agreement, Student acknowledges that they have read and fully understand this agreement and accepts the terms, conditions and obligations contained herein. **Students who wish to cancel this agreement must do so in writing to the Student Housing office by requesting the "Petition for Release form" that is to be submitted with supporting documentation by or before the following dates:**

Completed and submitted Petition for Release forms, and their supporting documentation will be reviewed by the Manager. If approved, a flat **\$800** administrative fee will be applied. The fee must be successfully paid before the release process is completed and the future quarter is cancelled. **Note:** Residents petitioning due to 100% remote coursework would incur the administrative fee and must demonstrate full online enrollment for the quarter they are seeking to be released from.

Cancellation of Agreement after start date or submission deadline

This Housing Agreement is effective on the Start Date as selected above, whether or not Student takes occupancy of the unit. Student is obligated to pay the full housing fees and applicable damage fees until the End Date. All approved cancellations, including cancellations due to Student returning their keys, following the Start Date will incur a Cancellation Fee. Students who submit the petition form **after** the deadlines above and/or after the Start Date **and are approved** will incur a Cancellation Fee of **\$1,500**. The fee must be successfully paid before the release process is completed and the future quarter is cancelled.

Agreement Cancellation Verification Process

The Manager will verify and/or confirm release criteria as required with the College to satisfy petition release documentation. Students whose cancellation requests are not approved are obligated to the full terms of this Housing Agreement, including liability for the full payment of Housing Fees and Additional Housing Fees incurred upon moveout. Student is responsible for Housing Fee payment in full for the quarter in which the termination or removal occurs.

Suspensions

If, based upon reasonably reliable information, Owner/Manager or College officials determine the Student may pose a threat to the safety of self or others and/or to the stability of normal educational functions of the College, the Manager may temporarily suspend the Student's Housing Agreement and Student may be removed from Campus Corner Apartments at the discretion of Owner/Manager or College officials pending the outcome of a Student Conduct or administrative hearing.

Removal from Housing

Upon the Manager's termination of the Housing Agreement, the Student is required to immediately vacate the assigned room. If the Student does not immediately and cooperatively vacate the assigned room, the Student will be considered in holdover and the Manager may take any action that the

Manager deems appropriate, to the extent permitted by and in accordance with applicable law. A grace period of no greater than 72 hours may be provided at the sole discretion of the Manager.

Failure to Vacate

Upon termination of this Housing Agreement or expiration of the term, if the Student fails to vacate assigned room in Campus Corner Apartments, Manager may take all action as allowed by law including unlawful detainer. If Student vacates but fails to remove all personal property brought into the room by the Student or any guest or visitor of the Student, on or before the termination or expiration of this Housing Agreement, Student shall have 24 hours to make arrangements for their property. If Student fails to make such arrangements, the personal property is deemed abandoned. Manager has no duty to provide any further notice regarding abandonment. Manager has no duty or responsibility to store belongings after 24 hours have passed and will make necessary arrangements for its disposal. Student is responsible for all costs associated with removal, shipping, and storage.

Payment

All costs for tenancy at the Campus Corner Apartments are payable via the Student's MyHousing portal, phone call, or by mail to **Campus Corner Apartments, 31920 124 Ave SE, Auburn, WA 98092**. Checks, cashier's checks and/or money orders should be made payable to "**GRCC Student Village, LLC**." Payments made via credit or debit card are subject to a transaction fee.

Parental or Sponsor's Guaranty

As a condition of this Housing Agreement, Manager requires that either the Student's parent/ legal guardian or sponsor execute a Continuing Guaranty in the form provided by Manager (herein called the "Guaranty"). Student acknowledges that the delivery of such Guaranty is a material inducement for Manager to consent to and enter into this Housing Agreement. Manager may terminate this Housing Agreement if the Guaranty is not fully executed on or before the First Day of Occupancy. Manager reserves all rights, both civil and criminal, against any person responsible for any forgery of the Guaranty. The Manager will verify the I-20 form status of International Residents to satisfy this condition for housing eligibility.

Responsibility for Damage or Loss

The Student's completion of their Room Condition Report (RCR) establishes the Student's acceptance of the condition of the living space and its contents at the time of initial occupancy, and therefore, becomes the standard for the condition of the living space and its contents at the termination of occupancy. The Student is responsible for submitting the completed form to Manager via the provided Property Boss Inspector App within five days of move-in. Students will not make, cause, or allow, any unauthorized repairs, alterations, modifications, or changes to the living space. Students are to return the furniture to its original position and leave the unit in a clean, orderly condition. Changes in apartment condition deemed beyond normal wear and tear by Manager will result in fees assessed to the Student. Students are financially responsible for any damage or breakage to property within the living space or to the unit itself, or the common areas due to misuse, negligence or vandalism.

No Manager Liability

Manager, Owner and College shall assume no responsibility for the theft, destruction, or loss of money, valuables, or other personal property belonging to, or in the custody of, the Student for any cause. The Student is encouraged to carry personal property and renter's insurance. The Student agrees to indemnify and hold harmless the Manager, Owner and College for all injuries of whatever kind or nature occurring on the premises assigned to him or her, except as otherwise prohibited by law.

Entering of Rooms

Subject to all notice requirements under applicable law, if any, the College and Manager reserve the right to enter Student's room without notice and in Student's absence for reasons of health, safety, or general welfare; to make repairs to the room and/or furnishing; upon reasonable suspicion of the presence of any illegal substance or activity; or for other suspected violations of federal, state or local law or the Policies and Regulations (as defined below).

Pre-Occupancy Inspections

Manager will conduct Pre-Occupancy Inspections whenever a new Student is expected to move into the Unit. Manager will provide digital and physical notifications and may enter each Unit and bedroom, without the current occupant(s) being present, to conduct the pre-occupancy inspections and any re-inspections that may be necessary. If the apartment is found to be in an unacceptable condition, the Manager will attempt to contact the current Student(s) to allow them to remedy the deficiency. The Manager will notify current occupant(s) of the engagement of a cleaning company to clean the unit and bedroom in preparation for new occupants. Current occupants who may prevent or obstruct the cleaning service to take place will be charged the cost for service, or any additional service, required.

Health & Safety Inspections

Manager will conduct Health and Safety Inspections no more than once per month. The Student will be given at least 48 hours' written notice prior to the inspection. Manager may enter each Unit and bedroom, without the Student being present, to conduct the health and safety inspections and any re-inspections that may be necessary. If the apartment is found to be in an unacceptable condition, Student will have 3 business days, from the day of the inspection, to correct the condition of the apartment to a satisfactory condition. Student will be provided information on what is needed to correct the condition of the apartment. If Student fails to correct the condition of the apartment, Student will need to pay designated move-in ready costs associated with having the Campus Corner Apartments' Staff, or outside vendor acting on behalf of Campus Corner Apartments, correct the condition of the apartment.

Missing Persons Policy

Under federal law (The Higher Education Opportunity Act), Student has the right to confidentially register the name and contact information of an individual that Student would like to be contacted (within twenty-four (24) hours) if it is determined that Student is missing from Campus Corner Apartments and/or Student's whereabouts are unknown for a period of twenty-four (24) hours or more.

Meningitis Vaccine for residents

Washington state law advises when living within a residence hall or student housing that students be vaccinated against meningitis.

Internet Usage

The Campus Corner Apartments' internet network is managed by the College Information Technology (IT) department. The internet is provided on an "as is" and "as available" basis and may be subject to interruption, delays, non-delivery or loss of data. The College does not guarantee or warrant that the network will be uninterrupted, error-free, free of viruses or other harmful components, or free of inappropriate or offensive material, and shall not be liable under any of these circumstances. The College will warrant the network equipment to ensure the equipment is operating optimally. Students living at Campus Corner Apartments must adhere to the College's [Acceptable Computer Use](#) policy.

Unacceptable uses include (but are not limited to):

- Using any part of the network to transmit, reproduce, or copy material in a manner that infringes on copyright, trademark patent, trade secret, or other similar right, including, but not limited to, unauthorized copying of copyrighted material, digitization, and distribution of photographs from magazines, books or other copyrighted sources, and the unauthorized transmittal of copyrighted software. Students may not enter into a private service provider for Wi-fi or cable.

Authentication and device registration:

- To protect the College's internet network, students living at Campus Corner Apartments must register their device(s) to the Campus Corner Apartment internet network when prompted by their device(s).

Utilities

Owner will pay all charges for heat, water, sewer, computer data connection and electricity used in the Apartment during the term of this Housing Agreement, and any extension thereof. Utilities may be subject to interruption or delay. Manager may assess fees if Student abuses utility usage over time.

Keys

Tenant keys are the property of Campus Corner Apartments and must be returned at the end of Student's occupancy. A charge of Fifty Dollars (\$50.00) per key will be made for each key not returned, or for those requiring replacement during the term of occupancy. An additional charge of One Hundred and Fifty Dollars (\$150.00) per lock will be assessed for lock replacement required by Campus Corner Apartments. Student agrees not to duplicate keys and not to distribute or loan keys to others. If a Student is found to have duplicated, distributed or loaned keys to another, the Student will be considered in default of this Agreement.

Smoke Detectors, Carbon Monoxide Detectors, Sprinkler Heads, & Fire Extinguishers

Student agrees to immediately notify Manager in the event that the smoke detector or sprinkler head equipment becomes damaged, lost, stolen, or otherwise inoperable. The Student also agrees to notify Manager immediately if the smoke detectors or sprinkler heads appear to be inoperable. The Student also understands that the willful obstruction, damage, theft, or destruction of any smoke detector, sprinkler head, or fire extinguisher endangers their safety and the safety of others and may be considered a condition of default under this Housing Agreement.

Packages

Student authorizes Manager to accept packages, parcels, and deliveries as agent for the Student. Student agrees to hold Manager free of liability or responsibility for packages, parcels, or deliveries should they be lost, damaged, or otherwise harmed. Student understands that if Student fails to claim such packages, parcels, or deliveries within seven (7) days of delivery, they will be returned to the sender.

Photographic Release

Student gives permission to Owner and Manager to use, without liability or remuneration, any photograph or photographic image taken of Student while participating in College, Owner, or Manager sponsored events, or while Student is in the common areas, public spaces, or grounds. The use of the Student's photograph or photographic image shall in no way be used in any other forum other than for legitimate business purposes.

Policies and Regulations

The Student agrees to abide by the Policies and Regulations outlined below, and acknowledges that a failure to do so is an event of default under this Housing Agreement and may result in referral for disciplinary action and/or termination of Housing Agreement. The manager will further provide the Student with *The Guide to Residential Living* upon move-in which outlines detailed information about expected community norms and living expectations. The Manager may also provide other reasonable prohibitions to promote the health and welfare of Students. Students charged with violations of this Housing Agreement, *The Guide to Residential Living*, College Conduct Code, and/or community expectations may be required to participate in a Student Housing Conduct Hearing with the Manager or designated professional. The incident will be reviewed, and responsibility determined without the benefit of a student's participation and perspective if they fail to attend the required hearing.

- **Improper Possession, Use or Abuse of Alcoholic Beverages**
Students may not possess, purchase, or consume any alcoholic beverages unless they are 21 years of age. Students 21 years of age or older may not purchase or provide alcohol to underage persons. Students of age are not to consume alcohol in any room in the presence of any students under the age of 21.
- **Possession or Use of Drugs & Drug Paraphernalia**
A Student shall not possess or use any illegal or controlled drug, drug paraphernalia, or other substance, as defined by local, state, and federal law. The College applies federal law as it relates to the possession and use of controlled substances under this section. Students found responsible for use, possession or sale of illegal drugs or drug paraphernalia will be subject to immediate termination of the Housing Agreement. Use of any commercial product (e.g. cleaners, solvents, chemicals) for the purpose of intoxication or other alteration of consciousness is not permitted.
- **Possession or Use of Weapons & Explosives**
Possession of firearms or potentially dangerous weapons or explosives is not permitted. Fireworks, firecrackers, and dangerous chemicals are not permitted. Potentially injurious war souvenirs, hunting arrows, and collector style weapons are not permitted.
- **Guest/Visitation**
Overnight guests may visit for periods of no longer than 3 consecutive nights within any given month. Persons other than the Student may not use, or be present in, the apartment unless accompanied by the Student. Students may not give their key to any other student, individual, or guest. If a guest violates a Campus Corner Apartments policy, the Student is responsible for their actions.
- **Quiet Hours**
Student is responsible for complying with designated quiet hours. Violators will be subject to disciplinary action. Information regarding quiet hours can be found in *The Resident Handbook*.
- **Pets**
The presence of any animals or pets are prohibited, with the exception of fish. No fish tank shall exceed a ten (10) gallon capacity. Visiting pets are

prohibited. Any Student found responsible for possessing a pet or animal of any kind other than fish, may be charged a fine of \$50 per occurrence. Service and emotional support animals are allowed with the **prior written** notification and documentation presented to the Manager in accordance with the Americans with Disabilities Act, however, pets and/or animals in possession prior to approval will not be allowed and the Student will be fined accordingly.

- **Violation of Safety Regulations**

Manager prohibits the tampering with, removal of, or damage to fire equipment or alarm systems. Tampering with, altering or changing any safety equipment, locks, fire alarms, smoke detectors, telephone equipment, Wi-Fi hubs, plumbing, electrical systems, etc., is prohibited. Residents and their guests are not permitted to prop apartment doors open. Compliance with all policies established for health, maintenance, and safety of the community is required.

- **Endangering the Health and Safety of Self or Others**

Manager and College will hold Student or group of students responsible for actions which endanger or tend to endanger the safety, health or life of any person. Behavior, over a period of time, indicating the Student is not able to adjust to the requirements of group living may be grounds for termination of the Housing Agreement.

- **Open Flame Usage**

Manager prohibits use of an open flame (e.g. candle, incense, cigarette, cigar, etc.) inside any part of Campus Corner Apartments' facilities. Objects that have been used to produce open flame may be confiscated from the unit or room at the Manager's discretion.

- **Misconduct & Harassment**

Manager prohibits the following, including but not limited to: involvement in disorderly conduct, involvement in vicious or immoral conduct such as indecent exposure, involvement in sexual misconduct in or near Campus Corner Apartment facilities, use of profane, abusive, or vulgar language in any common area (including exterior areas associated with the property) or any excessive or disruptive noises of any kind. The perpetration of harassment, physical aggression or violence, or the use of real or implied threats against another person, in or near Campus Corner Apartment facilities is prohibited.

- **Failure to Reasonably Cooperate with Manager's staff**

Manager requires that any individual or group comply with a reasonable request from authorized personnel in the performance of their official duties.

- **Keys and Entry**

Allowing illegal entry by non-students or use of Campus Corner Apartment facilities by unauthorized groups is prohibited. Unauthorized possession, use, or sale of keys to Campus Corner Apartment facilities is prohibited. Keys issued to the Student during move-in are for the Student's sole use and should not be loaned or duplicated. All room transfers must be approved by Manager. If Student accesses an unoccupied room without authorization from Manager, a fee will be assessed for each day of usage. Entering or attempting to enter community areas when closed or the roof of buildings is not permitted.

- **Smoking**

Smoking and vaping are prohibited in all Campus Corner Apartment interior spaces including bedrooms, bathrooms, kitchens, and living rooms. Smoking and vaping are permitted outside only in the designated areas on the perimeter of the Campus Corner Apartment grounds. Smoking and vaping in any other area is not permitted. Students who violate this policy may be given a warning, an educational sanction, and community service hours with Manager, monetary fines, and/or termination of this Housing Agreement depending on the level of infraction.

- **Trash and Recycling**

Student is responsible for removal of all household trash to the two designated receptacles on the Campus Corner Apartments property. Failure to remove trash in a timely manner may result in monetary fines. Trash is not permitted to be kept outside of the apartment. Failure to comply in a timely manner may result in monetary fines.

- **Gambling**

Participation in illegal gambling activities on College owned or controlled property, or at a function identified with the College is not permitted.

- **Destruction of Property**

Misuse, abuse, theft or destruction of College, Campus Corner Apartment, and/or Student property is prohibited. This includes, but is not limited to: cosmetic changes (contact paper, hooks, paint, wallpaper, etc.) to Campus Corner Apartment facilities, throwing or ejecting any object from a window, porch, staircase or other area, movement and/or alteration of furniture, fixtures, and/or property without prior written permission from the Manager.

- **Personal Appliances**

Use and/or possession of appliances which have open or exposed heating elements (e.g. hot plates, sunlamps, and halogen lamps), or any other high intensity appliances, are not permitted. With respect to individual unit electrical capacity, refrigerators in excess of six (6) cubic feet, portable space heaters, and air-conditioning units are not permitted.

- **Installation of items**

Manager prohibits installation or placement inside or outside Student's room of any equipment or materials which Manager officials deem unsightly, dangerous or otherwise undesirable.

- **Automotive Repair and Storage**

Repair or storage of motor vehicles or motor vehicle parts on or within Campus Corner Apartment facilities is not permitted.

Owner and Manager Liability

The Owner and Manager shall have no liability or responsibility for not providing housing due to causes beyond their reasonable control, including but not limited to: failure by prior Student residents to move out in a timely fashion; uninhabitable condition of housing quarters due to damage or otherwise; or lack of services such as electricity, water, phone, unless otherwise expressly provided for by any applicable law. In the event that space in Campus Corner Apartments is unavailable, Manager will use commercially reasonable efforts to obtain alternative housing for the Student. The prohibited activities outlined in the Policies and Regulations apply to alternative housing arrangements unless otherwise advised by the Manager.

Termination Due to Emergency

In the event that Campus Corner Apartments is required to reduce capacity at Green River College due to reasons beyond CCA's control, including but not limited to a health emergency, natural disaster, earthquake, flood, epidemic, pandemic, quarantine, or other emergency, CCA has the right to terminate this Housing Agreement and Student agrees to such termination if it results from an emergency. If the Student has taken occupancy, the Student will be financially responsible, on a prorated basis, for Housing Fees from the start of their Housing Agreement until the date at which they move out and return their keys. If the reduction of capacity impacts a new Student who has not taken occupancy, they will be refunded their application fee.

Resident Obligations during Health Crisis

- **GOVERNMENTAL AND COLLEGE GUIDELINES.** Student agrees, when on the Premises, to follow all federal (including the CDC), state, and local guidelines and recommendations regarding social distancing, hygiene and the use of face masks/coverings, as well as all College and community specific guidelines and requirements regarding the same.
- **MANAGER'S REQUIREMENTS.** Student agrees to follow all of Manager's guidelines and requirements regarding the use and maintenance of the Premises (including Student's bedroom, restroom, and common areas), including, without limitation, performing additional sanitation and hygiene measures, maintaining social distancing requirements, meeting face mask/covering requirements, abiding by limitations on gatherings, maintenance and use of common areas, maintenance and use of shared equipment, and access to the Premises.
- **NOTICE TO MANAGER.** Student hereby agrees to notify Manager in writing within 24 hours or sooner in the event that Student or any guest of Student tests positive for COVID-19, subject to applicable privacy laws.
- **WAIVER.** Student waives, for Student and Student's executors, administrators, heirs and assigns, any and all rights and claims which Student, individually or jointly, may have or which may hereafter arise against Manager, Owner, College, and any of Manager's, Owner's, and/or College's members, directors, officers, employees, contractors, agents, successors and assigns, for damages, losses, demands and any other actions related to an on-going health crisis, including but not limited to any and all injuries, damages or illnesses suffered by Student, which may, directly, indirectly or in any way whatsoever, arise out of, be proximately caused by, related to or connected with Student's use of or presence in the Premises.
- **EARLY TERMINATION.** Student acknowledges that Manager may be required to terminate the Housing Agreement prior to the Agreement Expiration Date pursuant to federal, state, local, or College mandate. Student agrees that, in the event that the Housing Agreement is terminated prior to the Agreement Expiration Date, the provisions of the Housing Agreement (including any new guidelines provided to Student related to required move out procedures and timelines) will apply in full force and effect.

Force Majeure

If the Owner/Agent and/or College's performance hereunder is materially hampered, interrupted, or rendered impossible, hazardous, or interfered with by reason of fire, flood, casualty, lockout, act(s) of God, riots, terrorism, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency, and/or any other cause or event, similar or dissimilar, beyond the Manager's control, then the Owner/Manager shall be excused from performance of this Housing Agreement and will not have any liability in connection therewith.

Release of liability and indemnification

Owner and Manager shall not be liable for any personal conflict of Student with co-residents, Student's guests or invitees, or with any other residents that reside at Campus Corner Apartments. Owner and Manager shall not be liable for any death, injury, damage or loss to person or property, including, but not limited to, any death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, wind, rain, flood, hail, ice, snow, lightning, fire, smoke, explosions, natural disaster or other acts of God, or any other cause beyond the reasonable control of Owner or Manager; and Student hereby expressly waives all claims for such death, injury, damage or loss. Student agrees to indemnify, defend and hold harmless Owner and Manager, and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns, from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorney's fees, costs and expenses if permitted by prevailing law) arising by reason of any death, injury, damage or loss sustained by any person, including Student, Guarantor and Student's guests and invitees to the extent not caused by any omission, fault, negligence, or other misconduct of Owner or Manager. All personal property placed or kept in Campus Corner Apartments, or in any storage room or space, shall be at Student's sole risk and Owner and Manager shall not be liable for any damages to, or loss of, such property. Student is encouraged to secure apartment-dwellers', renters' or similar insurance to cover any damage or loss to personal property kept by Student in or about Campus Corner Apartments and Owner and Manager shall not have any liability with respect to the same.

Indemnification and Insurance Notice

Neither Owner nor Manager shall be liable for any damage or injury to the Student or any other person, or to any property, occurring in the Unit, Campus Corner Apartments or any part thereof, unless such damage or injury is the result of the negligence or willful misconduct of Owner or Manager, their agents or employees. Students shall be responsible for obtaining fire, extended coverage, and liability insurance with respect to the contents of the Unit. Student understands that neither Owner nor Manager's insurance cover Student's belongings from losses not caused by Owner or Manager's negligence and Owner and Manager strongly recommend that Student obtain an all-risk policy in addition to marking all valuables for "Operation Identification."

Student may choose, at their own risk, to leave personal property in their Unit during holidays/breaks/low occupancy periods. However, Agent and Manager strongly encourage Student to remove any valuable personal property, lock their doors, and take measures to secure their own personal property.

Agency Disclosure

Lariat Realty Advisors, Inc. and its broker, Caitlin Skidmore, provide real estate brokerage services in association with this Housing Agreement to Owner as the agent of Owner. Student acknowledges that it has received the pamphlet entitled "Real Estate Brokerage In Washington", published by the Northwest Multiple Listing Service and revised January 1, 2024.

Miscellaneous

- **Non-Waiver** No failure of Manager to insist upon the strict performance of any provision of this Housing Agreement shall be construed as depriving Manager of the right to insist on strict performance of such provision or any other provision in the future. No waiver by Manager of any provision of this Housing Agreement shall be deemed to have been made unless expressed in writing and signed by Manager. No acceptance of Housing Fees or of any other payment by Manager from Student after any default by Student shall constitute a waiver of any such default or any other default.

Consent by Manager in any one instance shall not dispense with necessity of consent by Manager in any other instance.

- **Attorney's Fees** If an action be commenced to enforce any of the provisions of this Housing Agreement, the prevailing party shall, in addition to its other remedies, be entitled to recover its reasonable attorneys' fees.
- **Captions and Construction** The captions in this Housing Agreement are for the convenience of the reader and are not to be considered in the interpretation of its terms.
- **Partial Invalidity** If any term or provision of this Housing Agreement or the Application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Housing Agreement, or the Application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Housing Agreement shall be valid and be enforced as written to the fullest extent permitted by law.
- **Governing Law** This Housing Agreement shall be governed by the laws of the State of Washington (and federal government where applicable). This Housing Agreement is exempt from the Washington Landlord Tenant Act under RCW 59.18.040.
- **Entire Agreement** This document contains the entire and integrated agreement of the parties and may not be modified except in writing signed and acknowledged by both parties.