

Green River Community College Campus Corner Apartments Student Housing Contract Terms

Agreement The term of this Green River Community College Campus Corner Apartments Student Housing Contract (herein called the “Housing Contract”) between the registered student (herein called the “Student”) and Capstone On-Campus Management, LLC (herein called the “Manager”) as agent for G.R.C.C. Student Village, LLC (herein called the “Owner”) in association with Green River Community College (herein called the “College”) is for the term described above. The Student understands the Manager shall only permit the Student to occupy a room with the Student’s agreement to all terms and conditions listed as part of this Housing Contract, and only for so long as the Manager believes that the Student is in full compliance with this and all College rules and policies.

Room Assignment and Occupancy The following guidelines will govern room assignments and occupancy:

- a) The Manager reserves the right to refuse to give a housing assignment to any student. Examples of reasons for refusals include, but are not limited to: individuals who have a criminal history, individuals who have behavioral problems which may, in the opinions of the Manager, negatively impact the group living environment, individuals who have been previously evicted or suspended from campus housing, and individuals who are not of legal age to enter into a binding contract in the State of Washington.
- b) The Manager may provide housing accommodations at Campus Corner Apartments to the Student on a space available basis provided the Student is enrolled in a minimum of 10 credit hours at the College, has completed a Housing Application, signed the Housing Contract, and submitted the required Security Deposit (as defined below) and any other additional documents required.
- c) This Housing Contract is for accommodation in any room in Campus Corner Apartments. No guarantee of specific floor, room assignment or choice of roommate shall be implied by this Housing Contract or the Application.
- d) The Manager reserves the right to change the Student’s room assignment and can require the Student to move at any time. Five days notice will be provided except under extraordinary circumstances.

Terms of Occupancy Campus Corner Apartments opens at noon on the First Day of Occupancy listed above. Campus Corner Apartments closes at noon on the Last Day of Occupancy listed above. The Student may not occupy a room prior to the First Day of Occupancy or after the Last Day of Occupancy unless granted previous permission in writing from the Manager. An additional cost, based on a daily rate, will be assessed for occupancy outside the Term of Occupancy for reasons other than College-related business. A Student who has signed a Housing Contract for the following academic term may be permitted to remain in Campus Corner Apartments after the Last Day of Occupancy at the sole discretion of the Manager.

Terms of Payment, Charges, and Refunds The total amount due for the Term of Occupancy is listed above. This amount is for one (1) bed space in a shared apartment. This amount is due on the due date(s) above. In the event any payment of rent is not received in the office of Campus Corner Apartments prior to the close of the third (3rd) day after it is due, such payment shall be delinquent and the Student shall pay a late charge 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, will be due immediately upon notification.

Any Student whose Housing Contract is terminated due to the Student no longer being enrolled in the College will be entitled to a refund of pre-paid rent according to the following guidelines.

- o If Student notifies Manager and vacates Campus Corner Apartments prior to the first day of classes of Fall, Winter, and Spring quarters, Student will receive a one-hundred percent (100%) refund;
- o If Student notifies Manager and vacates Campus Corner Apartments after the first day of classes, Student shall remain responsible for the full rental amount due for the current quarter, but shall receive a refund of any pre-paid rent for subsequent Fall, Winter, and Spring quarters.
- o No refunds shall be issued for Summer quarter.



Non-Refundable Application fee A One Hundred dollar (\$100) non-refundable application fee must be submitted with the application to secure the performance of Student's obligations under this Housing Contract.

Termination of Occupancy by Manager; Enforcement of Housing Contract Subject to all notice requirements under applicable law, if any, the Manager may terminate this Housing Contract and cancel the right of occupancy at any time for any reason, in the Manager's sole discretion, including without limitation: non-payment of any rent or other fees; health and safety reasons; violation of the Policies and Regulations (as defined below); failure to remain enrolled and in acceptable standing at the College; or other reasons of sound administration of the Manager. Upon an event of default by the Student resulting in the early termination of this Housing Contract, the Manager may accelerate all amounts payable under this Housing Contract (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.

Eviction Upon the Manager's termination of the Housing Contract, the Student is required to immediately vacate the assigned room. If the Student does not immediately and cooperatively vacate the assigned room, the Manager may take any action it deems appropriate, including alter the locks, removal and storage of the Student's property, etc., to the extent permitted by and in accordance with applicable law.

Hold Over If the Student fails to vacate its assigned room in Campus Corner Apartments, including the removal of all personal property brought into the room by the Student or any guest or visitor of the Student, on or before the termination of this Housing Contract, the Student shall pay Owner a fee of One Hundred dollars (\$100) for each day, or any portion thereof, that Student occupies its assigned room beyond the termination of this Housing Contract.

Termination by the Student The Student may request termination of this Housing Contract by submitting a written request to the Manager or his/her designate. Said request will be processed and reviewed and the Housing Contract will only be terminated at the discretion of the Manager. In all instances, the burden of proof shall lie with the Student to demonstrate grounds for early termination.

Payment All costs are due and payable at the Campus Corner Apartments Office in the Townsend Center or by mail to Campus Corner Apartments, 31920 124th Ave SE, Auburn, WA 98092. Checks and money orders should be made payable to "GRCC Student Village, LLC."

Responsibility for Damage or Loss The Student's signature on the Room Condition Report 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.

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. The Manager may relocate Student for the following reasons:

- a) to vacate or consolidate a room, floor, wing, or building
- b) to provide necessary space to accommodate staffing needs
- c) to vacate an area for the purpose of major repairs or when maintenance difficulties or requirements render an area unsafe
- d) when unusual conditions occur affecting the health or safety of the Student or others
- e) Student conduct in violation of Policies and Regulations (as defined below)
- f) as otherwise requested by the College.

No Manager Liability The 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 insurance. The Student agrees to save 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).

Health and Safety Inspections The Manager will conduct Health and Safety Inspection no more than once per month. The Student will be given at least 72 hours 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 you will have 5 business days, from the day of the inspection, to correct the condition of the apartment to a satisfactory condition. You will be provided information on what is needed to correct the condition of the apartment. If you fail to correct the condition of the apartment you will need to pay any and all 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.

Pre-Occupancy Inspections The Manager will conduct Pre-Occupancy Inspections whenever a new resident is expected to move in to the apartment. Manager may enter each unit and bedroom, without the Student 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 residents to allow them to remedy the deficiency. If the Manager is not able to contact the resident, the Manager may engage a cleaning company to clean the unit and charge the resident for such costs.

Keys Keys are the property of Campus Corner Apartments and must be returned at the end of Resident's occupancy. Charges 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. Resident agrees not to duplicate keys and not to distribute or loan keys to others. A service fee of \$25.00 shall be charged each time that the Resident locks himself/herself out of the premises, and requests assistance in gaining entry to premises.

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

Parental or Sponsor's Guaranty As a condition of this Housing Contract, Manager requires that either the Student's parent or sponsor execute a Continuing Guaranty of Housing Contract 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 Contract. Manager may terminate this Housing Contract if the Guaranty is not fully executed, notarized, and delivered to Manager 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.

Smoke Detectors The Student agrees to immediately notify the Manager in the event that the smoke detector equipment becomes damaged, lost, stolen, or otherwise inoperable. The Student also agrees to notify the Manager immediately if the smoke detectors appear to be inoperable. The Student further understands that the willful damage, tampering, theft, or destruction of any smoke detector or other life safety system endangers my safety and the safety of others in case of an emergency.

Photographs The Student gives my permission to Campus Corner Apartments and Capstone Companies, to use any photograph or photographic image taken of the Student while participating in Campus Corner Apartments sponsored events, or while the Student is in any public spaces, grounds, or offices at Campus Corner Apartments. Manager agrees that the use of my photograph or photographic image shall in no way be used in any other forum other than for legitimate business purposes. Student grants to Manager and assigns, those acting with its authority and permission, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and use, re-use, publish, and re-publish photographic portraits or pictures of me or which the Student may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with my own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other purpose whatsoever. The Student also consents to the use of any printed matter in conjunction therewith. I hereby waive any right that I may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. Student hereby releases, discharges, and agrees to save Manager and assigns, and all persons acting under its permission or authority or those for whom acting from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking



of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

Packages Student authorizes Manager to accept packages, parcels, and deliveries as agent for the Student. Student understands that packages, parcels, and deliveries accepted by Manager may not be kept in a locked or otherwise secured area. Student understands that any perishable packages, parcels, and deliveries may not be stored in a climate-controlled environment. 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, they will either be returned to the sender or destroyed.

Policies and Regulations In addition to the provisions set forth below, Student acknowledges and confirms that Student has received, read and is familiar with the GRCC Code of Student Conduct and the Resident Handbook (collectively with the policies and regulations set forth below, the “Policies and Regulations”). The Student agrees to abide by the Policies and Regulations and acknowledges that a failure to do so is an event of default under this Housing Contract.

The following activities are prohibited. Other reasonable prohibitions may be instituted from time to time to promote the health and welfare of occupants and efficient management of Campus Corner Apartments facilities.

- a) use and/or possession of alcoholic beverages not in accordance with state law and/or College policy
- b) use, possession, and/or sale of narcotics, dangerous, illegal and intoxicating drugs as defined by local, state, and federal laws
- c) participation in illegal gambling activities on College owned or controlled property, or at a function identified with the College
- d) use of any commercial product (e.g. cleaners, solvents, chemicals) for the purpose of intoxication or other alteration of consciousness
- e) use and/or possession of fireworks, firecrackers, or dangerous chemicals
- f) use and/or possession of firearms, weapons, hunting arrows, or potentially injurious war souvenirs
- g) allowing illegal entry by non-residents or use of Campus Corner Apartments facilities by unauthorized groups
- h) involvement in disorderly conduct
- i) involvement in vicious or immoral conduct such as indecent exposure
- j) involvement in sexual misconduct in or near Campus Corner Apartments facilities
- k) possession of animals or insects other than fish properly contained in an aquarium no larger than 10 gallons or service/guide dogs
- l) misuse, abuse, theft or destruction of College and/or Student property
- m) use and/or possession in rooms of appliances which have open or exposed heating elements (e.g. hot plates, toasters, toaster ovens, sunlamps, halogen lamps), any other high intensity appliance and refrigerators in excess of six (6) cubic feet
- n) installation or placement inside or outside Student’s room of any equipment or materials which Manager officials deem unsightly, dangerous or otherwise undesirable (e.g. outside aerial antennas, clotheslines, bicycles, cooking grills, shoes, shower caddies, etc.)
- o) repair or storage of motor vehicles in Campus Corner Apartments facilities
- p) unauthorized room changes or transfers
- q) unauthorized possession, use, or sale of keys to Campus Corner Apartments facilities
- r) unauthorized guest(s)/boarder(s) including those unaccompanied by the Student or those who have stayed overnight in the apartment for three consecutive nights. Residents are responsible for all actions of their guests.
- s) behavior, over a period of time, indicating the Student is not able to adjust to the requirements of group living
- t) interference or tampering with fire safety equipment including smoke detectors
- u) failure to reasonably cooperate with members of the Manager’s staff
- v) 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
- w) perpetration of harassment, physical aggression or violence, or the use of real or implied threats against another person, in or near Campus Corner Apartments facilities
- x) violation of quiet hours



- y) movement and/or alteration of furniture, fixtures, and/or property without prior written permission from the Manager or his/her designate
- z) failure to comply with procedures established for health, maintenance and safety concerns
- aa) smoking in any area where it is not expressly allowed
- bb) use of an open flame (e.g. candle, incense, cigarette, cigar, etc.) inside any part of Campus Corner Apartments facilities
- cc) cosmetic changes to Campus Corner Apartments facilities by a Student (contact paper, hooks, wallpaper, curtain rods etc.)
- dd) the playing of sports, the riding of bicycles, scooters and skateboards, or the use of rollerblades in Campus Corner Apartments facilities
- ee) tampering with or compromising community safety (including propping the outside doors open)
- ff) throwing or ejecting any object from a window, porch, staircase or any other area of CCA property
- gg) accessing prohibited areas including community rooms and unoccupied bedrooms while closed or the roof of buildings
- hh) failure to follow all guidelines or procedures as detailed in the Resident Handbook and GRCC Code of Student Conduct.

Specialty Housing CCA offers many different specialty housing options which include, but are not limited to, quiet housing, wellness housing, and academic or thematic housing. In order to live in a space designated for specialty housing residents must sign a specialty housing contract before or on the day of occupancy. The Student agrees to abide by the Policies and Regulations in the specialty housing contract and acknowledges that a failure to do so is an event of default under this Housing Contract.

Utilities Owner will pay all charges for heat, water, sewerage, basic cable, basic telephone service (no long distance), computer data connection and electricity used in the Apartment during the term of this Lease, and any extension thereof. Resident shall, however, for the month period in which the total of such charges for electricity exceed **\$136** per apartment (\$34 per resident in fully occupied apartments) reimburse Owner, as additional rent, Resident’s pro rata portion of such excess utility charges in accordance with the terms of this Section. Owner agrees to bill Resident on or about the 15th of the month following the end of each month period for the amount due from Resident on the first of the following month. Owner further agrees to make available utility and governmental bills and all calculations used to determine Resident’s pro-rata share in Management Agent’s office on the same day the bills are mailed and for thirty (30) days thereafter. The Resident’s share of excess utility charges shall be computed as follows: The electricity bills paid by the Owner that exceeds the maximum utility charge specified in this Section, during the previous month for the said Apartment, will be divided by the number of Residents to which the Apartment has been leased.

Owner and Manager Liability The Owner and Manager will have no liability or responsibility for not providing housing due to causes beyond their reasonable control, including without limitation: failure by prior tenants 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 or otherwise, unless otherwise expressly provided for by any applicable law.

In the event 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.

Student

Signature _____ Date _____

Campus Corner Apartments

Capstone On-Campus Management, LLC, as agent for G.R.C.C. Student Village, LLC

Signature _____ Date _____

Title _____





**AGREEMENT TO WITHHOLD COLLEGE SERVICES FOR OUTSTANDING
STUDENT HOUSING RENTAL FEES**

This Agreement is made between Green River Community College (“College”) and _____, a student who resides in the on-campus housing at the College, which housing is provided by G.R.C.C. Student Village, L.L.C. In Consideration for the exclusive provision of on-campus housing for College students that, throughout the term of the lease, are registered at the College **and** in consideration for the benefits that the student receives from the College while residing at the on-campus housing, including access to College internet and intranet services, the student agrees to the following:


Withholding Services

I hereby acknowledge and agree that if I fail to pay the rental fee for my on-campus housing in accordance with the terms of my rental agreement, the College will not provide any further service(s) of any kind to me, including, but not limited to, registration, transmitting files, records, transcripts or other services which have been requested. If the College does withhold services for any outstanding rental fee, I understand that I am responsible to provide verification to the College when full rental payment is made. The College is not obligated to provide any services to me until I provide such verification.

I hereby acknowledge that I have read, fully understand, and voluntarily accept the terms of this Agreement.

Accepted by:

Student Signature



April F. Jensen, PhD
Executive Vice President
Green River Community College

Date

