

Campus Corner Apartments Student Housing Contract

Agreement The term of this Campus Corner Apartments Student Housing Contract (herein called the “Housing Contract”) 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 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 removed 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 Application Fee (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 apartment, 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 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 (herein called the “Housing Fee”) 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 the Housing Fee 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 an additional fee. 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 Housing Fees according to the following guidelines.

- a. 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;
- b. If Student notifies Manager and vacates Campus Corner Apartments after the first day of classes, Student shall remain responsible for the full Housing Fee amount due for the current quarter, but shall receive a refund of any pre-paid Housing Fees for subsequent Fall, Winter, and Spring Quarters.
- c. No refunds shall be issued for Summer Quarter.

Selection of Contract Term Student has 14 days from the First Day of Occupancy to alter the selection of their contract length option choice shown on page one. Student may not select an option any less than one quarter in length.

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.

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.

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, apartment, 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) conduct in violation of Policies & Regulations (as defined below)
- f) as requested by the College.

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 Housing fees 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.

Termination of Occupancy 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.

Future Contracts after Termination of Occupancy Student is responsible for Housing Fee payment in full for the quarter in which the termination or removal occurs. All future Housing Contracts will be cancelled.

Removal from Housing 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 altering the locks, removal and storage of the Student's property, etc., 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.

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 have 72 hours to make arrangements for their property. Manager has no responsibility to store belongings after 72 hours have passed. Student is responsible for all costs associated with removal, shipping, and storage.

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." Payments made via credit or debit card are subject to a transaction fee.

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 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.

Responsibility for Damage or Loss The Student's signature on the 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 the manager within 2 weeks of move-in. Change in apartment condition deemed as more than normal wear and tear by Manager will result in fees assessed to the Student.

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).

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

Health & Safety Inspections Manager will conduct Health and Safety Inspections 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, 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 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.

Internet Usage Internet access is provided as part of the Housing Fees. The network is managed by the College Information Technology (IT) department. Student agrees to abide by the Comcast Corporation Acceptable Use Policy (CCAUP) for High Speed Internet services. Please refer to <http://www.comcast.com> for the latest CCAUP. College reserves the right, but shall not have the obligation, to monitor the Student's use of the network at any time, with or without cause.

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. College does not warrant that the network will be uninterrupted, error-free, free of viruses or other harmful components or free of inappropriate or offensive material. The College will warrant the network equipment to ensure the equipment is operating normally.

Student will have access via the network jack connection in their bedroom & living room. Wireless network equipment is not supported. Students that choose to set up wireless networks do so at their own risk. Students are expected to use the network in a considerate and responsible manner. Students share network access by building. Failure to use the network in the proper manner could result in disciplinary action including default of Housing Contract.

Unacceptable uses include (but are not limited to):

- a) 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.
- b) Any activity which violates College policies or city, state or federal laws including hate speech or any activity which harasses or transmits material that threatens or encourages bodily harm, destruction of property or violation of law(s).
- c) Using the network to make fraudulent offers to buy or sell products, or to advance any financial scam such as, but not limited to, a pyramid scheme, Ponzi scheme, or chain letter scheme.

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 Housing Contract, and any extension thereof. Utilities may be subject to interruption or delay. Manager may assess fees if Student abuses utility usage over time.

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

Smoke Detectors, Sprinkler Heads, & Fire Extinguishers The 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 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 Contract.

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.

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 & 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 and may result in disciplinary action and/or termination of Housing Contract. Other reasonable prohibitions may be instituted by Manager to promote the health and welfare of Students.

1. 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.

2. 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. Students found responsible for use, possession or sale of illegal drugs or drug paraphernalia will be subject to immediate termination of the Housing Contract. Use of any commercial product (e.g. cleaners, solvents, chemicals) for the purpose of intoxication or other alteration of consciousness is not permitted.

3. 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.

4. Guest/Visitation

Overnight guests may visit for periods of no longer than three consecutive nights. 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 non-Student guest. If a guest violates a Campus Corner Apartments policy, the Student is responsible for their actions.

5. Quiet Hours

Student is responsible for complying with designated quiet hours. Violators will be subject to disciplinary action.

6. Pets

The presence of any animals or pets is prohibited, with the exception of fish. No fish tank shall exceed a ten (10) gallon capacity. Visiting pets are prohibited. Any Student found to possess a pet of any kind other than fish, will be charged a fine 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.

7. 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, TV cable, plumbing, electrical systems, etc., is prohibited. Compliance with all policies established for health, maintenance, and safety of the community is required.

8. 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 Contract.

9. 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.

10. Misconduct & Harassment

Manager prohibits the following: involvement in disorderly conduct, involvement in vicious or immoral conduct such as indecent exposure, involvement in sexual misconduct in or near Campus Corner Apartments 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 Apartments facilities is prohibited.

11. 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.

12. Keys & Entry

Allowing illegal entry by non-Students or use of Campus Corner Apartments facilities by unauthorized groups is prohibited. Unauthorized possession, use, or sale of keys to Campus Corner Apartments facilities is prohibited. Keys issued to the Student during move-in are for the Student's sole usage 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.

13. Smoking

Smoking is prohibited in all Campus Corner Apartments interior spaces including bedrooms, bathrooms, kitchens, and living rooms. Smoking is permitted outside only in the designated areas on the perimeter of the Campus Corner Apartments grounds. Smoking in any other area is not permitted. Students that violate this policy may be given a warning, an educational sanction, community service

hours with Manager, and/or monetary fines depending on the level of infraction.

14. Trash & Recycling

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

15. Gambling

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

16. Destruction of Property

Misuse, abuse, theft or destruction of College and/or Student property is prohibited. This includes but is not limited to: cosmetic changes (contact paper, hooks, paint, wallpaper, etc.) to Campus Corner Apartments 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.

17. 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. Refrigerators in excess of six (6) cubic feet and portable space heaters are not permitted.

18. 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 (e.g. outside aerial antennas, clotheslines, bicycles, cooking grills, shoes, shower caddies, etc.). Repair or storage of motor vehicles in Campus Corner Apartments facilities is not permitted.

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.

Miscellaneous

- a) **Non-Waiver** No failure of Manager to insist upon the strict performance of any provision of this Housing Contract 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 Contract 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.
- b) **Attorney's Fees** If an action be commenced to enforce any of the provisions of this Housing Contract, the prevailing party shall, in addition to its other remedies, be entitled to recover its reasonable attorneys' fees.
- c) **Captions and Construction** The captions in this Housing Contract are for the convenience of the reader and are not to be considered in the interpretation of its terms.
- d) **Partial Invalidity** If any term or provision of this Housing Contract or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Housing Contract, 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 Contract shall be valid and be enforced as written to the fullest extent permitted by law.
- e) **Governing Law** This Housing Contract shall be governed by the law of the State of Washington.
- f) **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.

All persons will be treated fairly and equally without regard to race, color, religion, sex, family status, disability, national origin, or source of income.