

## CAMPUS VIEW STUDENT HOUSING CONTRACT – SUMMER/FALL QUARTER 2019

This Contract is made on \_\_\_\_\_ between Highline College (MANAGER), serving as the property manager for Highline College Foundation LLC, and

\_\_\_\_\_ (STUDENT), for the rental of ONE bedroom in a shared apartment at the PREMISES located at 23609 Pacific Highway South, Des Moines, WA 98198 – Unit \_\_\_\_\_.

### TERM

This Contract commences at 12:00 noon on \_\_\_\_\_ and ends at 12:00 noon on \_\_\_\_\_.

### RENT

STUDENT agrees to pay \$ \_\_\_\_\_ per quarter as rent. The payment for the rent and any other deposit/fee is due upon the execution of this Contract.

### LATE FEE

In the event any payment of the rent is not paid upon the due date, STUDENT agrees to pay a late fee of \$25 per day for every day beyond the rent due date.

### SECURITY DEPOSIT

STUDENT agrees to pay \$300 to the MANAGER for a security deposit. The security deposit or a portion of the security deposit may be refundable to the STUDENT depending on the move-out condition upon the termination of this Contract. MANAGER may use as much of the security deposit as necessary to pay for damages resulting from the STUDENT's occupancy. STUDENT may forfeit all of the security deposit due to early termination of this Contract. Failure to return all issued keys and access cards may also result in the forfeiture of security deposit.

### MOVE-IN FEE

STUDENT agrees to pay \$200 to the MANAGER for a NON-REFUNDABLE move-in fee.

### UTILITIES

MANAGER shall pay for water, sewer, garbage removal, and whole-premises Wi-Fi. MANAGER shall provide an allowance of \$50 per STUDENT per month for electricity. MANAGER shall invoice all occupants in a unit on a monthly basis for any electricity amount exceeding the MANAGER's allowance. STUDENT agrees to pay MANAGER within thirty (30) days of receiving the invoice.

### PAYMENT

All payments are due and payable at Highline College Cashier in Building 6.

### ROOM ASSIGNMENT AND OCCUPANCY

MANAGER reserves the right to assign STUDENT to any room at the Campus View Student Housing. Room assignment is made on a space-available basis. Assignment based on specific room, unit, or apartment is not guaranteed. MANAGER reserves the right to move STUDENT from a room or a unit with a five-day written notice, except under extraordinary circumstances. STUDENT shall NOT move or occupy any other room not assigned by MANAGER. STUDENT may not sublet room or allow another person to reside with them in unit.

### PRE-OCCUPANCY INSPECTIONS

MANAGER will conduct a pre-occupancy inspection of a room/unit with all new STUDENT tenants and complete a move-in checklist. MANAGER will attempt to contact current STUDENT(S) with a 24-hour advance notice. MANAGER however reserves the right to enter the unit for the pre-occupancy inspections, after a 24-hour advance notice, with or without current STUDENT(S) present. If the unit is found to be in unacceptable condition, MANAGER will provide notice to current STUDENT(S) to remedy the deficiency. If the deficiency is not remedied within 72 hours of the notice, MANAGER may engage the service of a professional cleaning/maintenance company and bill the current STUDENT(S) for all appropriate costs.

### WELLNESS AND SAFETY INSPECTIONS

MANAGER will conduct a wellness and safety inspection of all units once per quarter or upon receiving a complaint of potential health or safety condition. MANAGER will provide a 72-hour advance notice to current STUDENTS prior to the inspection. MANAGER however will enter the unit for the wellness and safety inspection, after the 72-hour advance notice, with or without current STUDENT(S) present. If the unit is found to be in unacceptable condition, MANAGER will provide notice to current STUDENT(S) to remedy the deficiency. If the deficiency is not remedied within 72 hours of the notice, MANAGER may engage the service of a professional service company and bill the current STUDENT(S) for all appropriate costs.

## **ROOM ENTRY**

MANAGER reserves the right to enter any unit or room for the purpose of inspection, repair, emergencies, significant safety concerns, and other official business. Whenever possible, MANAGER will attempt to provide 24-hour advance notice.

## **WIRELESS INTERNET**

Wi-Fi Internet access is provided to STUDENT as part of the Campus View Student Housing. The Wi-Fi Internet service is provided on an "as is" and "as available" basis. MANAGER makes no guarantee to the reliability and safe delivery of data. STUDENT is prohibited from using the Campus View Internet for any illegal activity, including but not limited to, transmitting or reproducing copyrighted materials, buying and selling of fraudulent products and services, and violating Highline College policies, federal, state, or local laws and ordinances.

## **KEYS/ACCESS CARDS**

All keys and access cards issued by MANAGER are the property of Campus View Student Housing. STUDENT may not give issued keys/access cards to anyone else, including NON-STUDENT(S) of Campus View. STUDENT agrees to return all keys and access cards to MANAGER upon termination of the Contract. Failure to return all issued keys and access cards may also result in the forfeiture of security deposit. A service charge of \$25 will be assessed on STUDENT each time the STUDENT locks himself/herself out of the premises and requests assistance in gaining entry to premises.

## **IDENTIFICATION**

STUDENT and guest(s) will be required to show identification to MANAGER or Highline College Public Safety officers upon request.

## **SMOKE DETECTORS, SPRINKLER HEADS, AND FIRE EXTINGUISHERS**

STUDENT will immediately notify MANAGER in the event that the smoke detector or sprinkler head becomes damaged, lost, stolen, or otherwise inoperable. STUDENT understands that the willful damage, theft, or destruction of any smoke detector, sprinkler head, or fire extinguisher endangers the safety of all STUDENTS and MANAGER. STUDENT is prohibited from tampering with any smoke detector, sprinkler head, fire extinguisher or other fire safety equipment.

## **ALCOHOL**

Possession and consumption of alcoholic beverages are prohibited at Campus View.

## **SMOKING**

Smoking of any kind, including vapor and electronic cigarette, is prohibited inside of the Campus View. Smoking is also prohibited within twenty-five (25) feet from entrances, exits, windows, and ventilation intakes that serve an enclosed area.

## **DRUGS AND DRUG PARAPHERNALIA**

The unlawful possession, use or distribution of controlled substances, including marijuana, is prohibited at Campus View.

## **WEAPONS**

Possession of firearms or explosives, including fireworks and firecrackers, is prohibited at Campus View.

## **GUESTS/VISITORS**

Guests and visitors are individuals who are not STUDENT residents of Campus View. STUDENT must accompany guests and visitors at all times during their stay at Campus View. Overnight guests/visitors must be registered with MANAGER within 24 hours of overnight visitation. Overnight guests/visitors may stay with STUDENT for no more than two (2) consecutive nights. Guests/visitors must follow all policies, regulations, and rules applicable to STUDENT residents. STUDENT is responsible for the actions of his/her guests/visitors, including any damages caused by the guests/visitors.

## **QUIET HOURS**

STUDENT is responsible for complying with the following designated quiet hours:

- Sunday through Thursday – from 10PM to 8AM, and
- Friday and Saturday – from midnight to 8AM

## **MISCONDUCT**

The Campus View complex is managed by Highline College. The student conduct code applies to all residents of Campus View. Any violation of Highline College student conduct code, including sexual misconduct, harassment, physical assault, and threats of violence, is subject to termination of this Contract and student disciplinary actions.

## **ANIMALS/PETS**

Pets are not allowed inside Campus View at any time. Only certified service and approved emotional support animals are allowed inside Campus View, with proper documentation and written approval from MANAGER.

#### **COMMERCIAL AND/OR PROMOTIONAL USE/SOLICITATION**

STUDENT may not use rooms, units, or any Campus View facilities for commercial or illegal purposes, or soliciting or distribution of published or web-published materials.

#### **TRASH AND RECYCLING**

STUDENT is responsible for removal of all household trash and recycling materials to designated receptacles on the Campus View grounds. Failure to remove trash in a timely matter may result in health and safety conditions of all Campus View residents and may result in termination of this Contract.

#### **OPEN FLAME/HEAT SOURCES**

The use of an open flame or heat source inside any part of Campus View is prohibited. This includes, but is not limited to: matches, lighters, smoking paraphernalia, candles, incense burners, oil or kerosene lamps, space heaters, halogen lamps, hot plates, barbecues, and burners of any kind.

#### **FURNITURE/INSTALLATION OF ITEMS/DECORATION**

Each unit is furnished with beds, desks, chairs, dressers, stools, coffee table, couch, and major appliances. All furniture must remain in rooms/units. STUDENT will be fined for missing or damaged furniture. MANAGER prohibits the installation or placement inside and outside of STUDENT's room of any equipment or materials that MANAGER deems unsightly, dangerous, or otherwise undesirable. STUDENT may not alter, change, improve, or paint the PREMISES without MANAGER's written permission.

#### **INJURY OR DAMAGE**

STUDENT is entirely responsible for any injury or damage caused by the act or negligence of the STUDENT or of the STUDENT's guests/visitors.

#### **TERMINATION OF CONTRACT BY MANAGER**

MANAGER may terminate this Contract due any of the following reasons:

- If STUDENT fails to pay rent within five (5) days of the date when it is due,
- If STUDENT violates any provision of this Contract,
- If STUDENT fails to remain enrolled as a student on Highline College campus,
- If MANAGER determines a possible health and safety condition exists as the result of the STUDENT's continuing occupancy.

STUDENT is required to remove all personal property and vacate his/her assigned room within 48 hours of the termination notice. MANAGER may take any action necessary including altering the locks and removal of STUDENT's property without notice to the STUDENT, after the 48-hour period.

#### **TERMINATION OF CONTRACT BY STUDENT**

STUDENT may request an early termination of this Contract by submitting a written request to the Student Housing Manager. Such request will be processed and reviewed by the Student Housing Manager. Any refunds and/or forfeitures will be determined on a case-by-case basis.

#### **TERMINATION AT END OF CONTRACT**

STUDENT agrees to remove all personal property, clean, and vacate his/her assigned room at noon on the ending date of this Contract. Failure to remove all belongings, vacate the premises, or return all issued keys may lead to the forfeiture of security deposit and/or additional fees imposed on STUDENT. MANAGER may take any action necessary including altering the locks and removal of STUDENT's property without notice to the STUDENT, after the 48-hour period.

#### **MANAGER AND HIGHLINE FOUNDATION LIABILITY**

This Contract limits the liability of MANAGER and of HIGHLINE COLLEGE FOUNDATION, LLC. Neither the MANAGER nor the HIGHLINE COLLEGE FOUNDATION shall be responsible to STUDENT for causes beyond reasonable control, including earthquake, fire, flood, and destruction of PREMISES.

#### **GOVERNING LAW**

This Contract is governed by the law of the State of Washington and King County.

#### **ENTIRE AGREEMENT**

This Contract contains the entire and integrated agreement between MANAGER and STUDENT for the duration of the contract. The Contract may only be modified by mutual written agreement of both parties.

**SIGNATURE**

The STUDENT's signature below indicates that the STUDENT has read and agreed to comply with all provisions and conditions of this Contract.

STUDENT'S NAME: \_\_\_\_\_  
Last First

BIRTHDATE: \_\_\_\_\_  
MM/DD/YYYY

PHONE/EMAIL: \_\_\_\_\_

SID#: \_\_\_\_\_

STUDENT'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Parent/Guardian's signature is required for STUDENTS under the age of 18.

PARENT/GUARDIAN'S NAME: \_\_\_\_\_  
Last First

PHONE/EMAIL: \_\_\_\_\_

PERMANENT ADDRESS: \_\_\_\_\_

PARENT/GUARDIAN'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_