

2012—2013 Lease for East, Roberts and West Hall

| | | | | |
|---|--------------------|---------------------|---|---|
| <hr/> Print Name | <hr/> ID Number | <hr/> MSC | <hr/> Terms (All/Fall/Spring) | <hr/> Meal Plan Selection |
| <hr/> Tenant Signature | | <hr/> Email Address | | <hr/> Cell Phone # |
| Signature I have read the lease and agree to abide by the terms and conditions as set forth herein and by the rules and procedures adopted by the College or its Office of Campus Living. (Do Not Write in Space Below) | | | | |
| <hr/> Application # | <hr/> Individual # | <hr/> Group # | <hr/> All Fall Spring Lease Length | <hr/> Deposit Received/Student Accounts |
| <hr/> Lewis & Clark College Official | | | <hr/> Date | |

I. Eligibility/Priority

- A. This lease is for a bedroom in a unit and not for a particular type, location, or size of room. All resident students are required to purchase a minimum number of flex points per semester determined by the College or one of the standard meal plan options available at the time of this lease. Only those persons who are enrolled as full-time students at Lewis & Clark College and have completed the four-semester residency requirement are eligible to enter into this lease. All exceptions must receive the prior approval of the Office of Campus Living. If exception for occupancy is granted, students who have not yet completed the four-semester residency requirement must select from the standard meal plan options.
- B. This lease is for the entire 2012-2013 academic year, or if entered into after the start of the semester, for the balance of the lease period. Exceptions will be made for students participating in Lewis & Clark College sponsored domestic or overseas programs, students entering at mid-year, or Fall 2012 graduation.
- C. Applicants must have junior class standing or above, be at least 21 years of age if not a junior or above, have lived on campus for four semesters, have not had any major disciplinary issues in the semester immediately preceding application, have submitted to the College an Application, signed Lease and a \$200 deposit.
- D. Priority will be given to students with junior or senior class standing (or students with sophomore class standing who have completed the residency requirement) who have remained in College owned housing (or Lewis & Clark sponsored overseas/domestic programs) prior to their request for occupancy.

II. Occupancy

- A. The period of occupancy for all leases commences one day before classes begin (or orientation, for new students). The period of occupancy for the academic year (9-month) lease ends on the published closing dates for all residential facilities. Students may remain in their units over winter break only if their lease is continuing to the spring semester.
- B. For students whose lease begins in the spring semester, occupancy may not occur prior to published residence hall opening dates for Spring semester unless approved by the Office of Campus Living. If approved, additional rent may be assessed for early occupancy.
- C. Enrollment at the College and confirmation of an assignment by the Office of Campus Living is considered binding. Therefore, actual physical occupancy of unit by the occupant and/or one's possessions is not necessary to constitute occupancy.
- D. Space will be held for the first two class days of each semester unless prior arrangements have been made with the Office of Campus Living. After the second class day, students who have not enrolled or arrived in their assigned spaces will be classified as "no shows". Leases for "no shows" will be cancelled, deposits forfeited and the spaces reassigned at the option of the Office of Campus Living. (See Section IV., A.)
- E. If occupancy occurs during the course of a semester, the student will be assessed prorated rent based upon the number of days remaining in the period between the signing of the agreement and the conclusion of the agreement period.

III. Occupancy Conditions

- A. Once the student occupies the space, the resident agrees to pay all charges for the space for the agreement period, without reduction or refund, unless the Office of Campus Living approves termination of lease. The deposit will be credited to the student account provided checkout procedures are followed, no damage charges are incurred, and all accounts are paid in full. If a student carries a balance with the College, the deposit will be applied to the student's account. If there is a credit after the deposit is applied, the remainder will be refunded.
- B. The College agrees to provide, and resident agrees to maintain, a clean, safe and sanitary condition in the assigned space. No alternations are permitted without the express written consent of the Office of Campus Living. This includes, but is not limited to, painting of rooms, construction of lofts (except where allowable by furniture design), or otherwise changing the physical structure of the unit or removing furnishings from the unit. Residents are responsible for damages to or losses of furniture, appliances, or premises caused by their own or their guest's negligence.
- C. The \$200 deposit is refundable provided the student room and common area has been checked by a College official and meets all cleaning specifications. Deposits are not transferable from one unit to another. It is the duty of the student to return the premises to its original state at the end of the lease period, reasonable use and wear excepted.

IV. Assignments

- A. The preferred method of assignment to units is by mutual request. If, at any point preceding occupancy or during a semester a resident cancels the lease for any reason, the remaining resident(s) are responsible for either finding a new roommate (not currently under lease in a full multiple occupancy unit or otherwise under contract with the College for housing) within 10 calendar days, moving, or paying the remainder of the rent for the unit. The exception is for the roommate who cancels to move off-campus during the term of the lease. This student is responsible for their portion of the rent until the College leases the space to another approved Lewis & Clark College student.
- B. If an unanticipated vacancy occurs between semesters or changes in the original application occur (change in status, roommate difficulties, petition to break lease, etc.), vacancies will first be filled from the established list of eligible students in consultation with the Office of Campus Living. In the absence of an established list, the remaining occupant/s will have 10 calendar days from the date of notice to find a new roommate (not currently under lease in a full multiple occupancy unit or otherwise under contract with the College for housing), request a move to an existing vacant room in the apartments, or pay the remaining rent. If an eligible replacement is not identified, the Office of Campus Living reserves the right to reassign the space.
- C. Every effort will be made to hold the original assignment if the Office of Campus Living is notified of an anticipated delay of arrival. No adjustments in rent will be made for late arrivals or early departures.
- D. Requests to under assign a unit will not be honored without payment of the full rent of the unit by the remaining occupants, subject to availability.

Lewis & Clark College

- E. In the event of unforeseen emergencies or other situations, a unit may be closed and students required to move from their original assignment.
- F. Lewis & Clark College reserves the right to immediately assign or reassign space for the benefit of students or the living unit.

V. Cancellations

- A. For students who have applied for housing, the Application may be cancelled and the \$200 deposit refunded only if the request for such cancellation is received in writing in the Office of Campus Living and is postmarked on or before the following dates: **Academic Year** (or Fall Semester with Campus Living approval) - **July 1**; **Spring Semester** (with Campus Living approval) - **November 15**. Email or facsimile will be considered written notice. (See Section IV., B.)
- B. For cancellations received after the published deadline or absent notice, the student will forfeit the prepaid \$200 security deposit and a non-negotiable \$1,000 lease cancellation penalty. The student will also be responsible for any rent charges which may accrue until the College leases that portion of the unit to an approved Lewis & Clark College student to the extent such charges exceed \$1,000.
- C. This lease can be canceled during the term of the lease without financial penalty (beyond the forfeiture of the \$200 deposit) for the following reasons: (1) graduation, (2) withdrawal for at least one semester, (3) acceptance to an LC sponsored study abroad program, (4) leave of absence, (5) failure to enroll second semester, or (6) marriage (must show proof). (See Section IV., A.)
- D. Residents who remain enrolled at the College but vacate the premises during the term of the lease without Campus Living approval will forfeit the prepaid \$200 deposit, be charged a non-negotiable \$1,000 lease cancellation penalty plus continue to be financially responsible for rent charges while this lease is in effect. Rent charges may be canceled by the Office of Campus Living provided the vacancy is filled by another student not already under contract with the College for housing.
- E. The student may not sell or assign this lease or any rights hereunder.

VI. Use of Premises

- A. The premises will be used only as a dwelling unit. Student shall use in a reasonable manner all electricity, plumbing, sanitary, heating, ventilation, and other facilities or appliances on the premises.
- B. Damage or loss within units is the joint responsibility of the occupants. Students are responsible for reporting any damages or maintenance needs to a Campus Living staff member immediately so repairs can be made in a timely manner.
- C. Because all residents share responsibility for their building, damage, vandalism, or loss to public areas will be their joint responsibility. Any costs incurred to repair and/or clean public areas will be equally shared and assessed to the entire living group or portion thereof if the person(s) responsible is not identified.
- D. Students are responsible for payment of all charges relating to the presence of their guests on campus and for ensuring that their guests comply with housing policies as well as College rules and regulations. Consent to host a guest in a unit (2 night limit per week) must be obtained from the roommates in advance. The guest policy is in no way intended to provide the opportunity for, or encouragement of, cohabitation.
- E. Apartment units remain open during Thanksgiving and spring breaks. Students with a full academic year lease may remain in the apartments during winter break. Students with single semester leases must observe published opening and closing dates. Only Lewis & Clark students assigned to the premises may reside in campus units during vacation periods.

VII. Services

- A. For the lease period, telephone service and a voice mailbox will be provided to each unit. Students may not accept collect calls in the unit.
- B. Individual storage lockers for use by residents of each hall are available. Storage areas are accessible by student ID card. Items left in storage must be properly marked with the student name and the date the item was stored. Items may not be left in storage beyond the end of the lease period unless lease is extended to the subsequent academic year. (See X., B) Students must provide their own padlock for their assigned storage locker.
- C. Residences are fully furnished. Furnishings provided are to be used in the manner for which they are designed. College property, including unit and lounge area furnishings, may not be moved within the building or taken from a unit. Kitchen utensils, cleaning supplies and vacuum cleaners are not provided.

VIII. Entry

- A. The College reserves the right to enter individual units and student rooms to perform routine services, maintenance, damage, occupancy, health and safety inspection, or other appropriate functions. A reasonable effort will be made to notify the occupants in advance of entry.
- B. College officials may search a unit or student room when reasonable suspicion of a Code of Conduct violation exists. The student waives any claim against the College, its agents or employees based upon such entry.

IX. Lease Violations

- A. For the benefit of individual students and/or the community, incidents of behavior that significantly disrupt individuals or the community, may be reviewed by the Area Director who makes recommendations for compliance to the Office of Campus Living.
- B. Any student who violates this lease or the rules and procedures incorporated by reference herein, may be required to relocate or withdraw from housing accommodations by the Office of Campus Living.
- C. The College will give the student at least three days notice of termination or reassignment. If the student, or someone under the student's control threatens to inflict, or actually inflicts personal injury or substantial damage to the premises or commits an act which is a significant disruption to the community, 24 hour notice of termination may be delivered to the student.
- D. Failure to comply with instructions to vacate after termination or relocation by Lewis & Clark College will result in the removal and storage of the student's possessions by the College at the student's expense.

X. Other Conditions of the Agreement

- A. Student agrees to comply with the terms and conditions of occupancy as stated in this document and to observe and abide by the rules, regulations, and standards of Lewis & Clark College. These policies are published under the Code of Conduct found in the *Pathfinder* (presently in effect and as may be issued from time to time: https://college.lclark.edu/student_life/student_handbook) and in *Settling In*, the guide for community living standards as posted on the Office of Campus Living website: https://college.lclark.edu/student_life/campus_living.
- B. The College assumes no responsibility for the loss, destruction or theft of students' personal possessions at any time, including those times when students are attending or absent from the College. Student is encouraged to obtain personal property insurance for personal belongings.
- C. Anyone who has a felony criminal record must disclose that to the Office of Campus Living in writing prior to entering into this agreement. In addition, should any resident be convicted of a felony or plead guilty or take other action resulting in a felony criminal record after they have entered into this housing agreement they must notify the Office of Campus Living in writing immediately.

Meal Plan Options

| | |
|--|------------------|
| Flex Only | \$ 650/semester |
| 14 Meals Per Week – Any 14 meals per week served in Fields Dining Room | \$2,280/semester |
| 19 Meals Per Week – 19 meals per week in Fields Dining Room | \$2,454/semester |
| 14 Flex – Any 14 meals per week in Fields Dining Room plus 150 flex points each semester | \$2,409/semester |
| 10 Flex – Any 10 meals per week in Fields Dining Room plus 175 flex points each semester | \$2,425/semester |
| 7 Flex – Any 7 meals per week in Fields Dining Room plus 200 flex points each semester | \$2,302/semester |

Please make of copy of this document for your records.