

COLUMBIA BASIN COLLEGE RESIDENCE LIFE CONTRACT 2017-2018

Resident Name:

SID:

Phone:

CBC Student Email:

I. Agreement

- A. This contract establishes a license agreement for assigned space in Columbia Basin College (hereinafter, "CBC"), Residence Life housing. The Washington State Landlord Tenant Act does not apply to this student housing arrangement.
- B. The resident, _____, assigned to Unit _____, Sunhawk Hall, agrees to remain in full compliance with this contract, and all applicable CBC rules, regulations and policies, including the Washington Administrative Code 132S, CBC Residential Living Handbook and Student Code of Conduct.
- C. The resident is registered as a student at CBC for at least 12 credit hours per quarter (excluding summer quarter). Exceptions may be made on a case by case basis by the Director of Residence Life or as reasonable accommodation for a disability. Residents who require reasonable accommodations must contact the [Resource Center](#) to request the reasonable accommodation. The resident is and will remain in good standing with CBC as stated in WAC 132S-100-020 and the Student Code of Conduct.
- D. CBC reserves the right to refuse housing assignments for any reason which, in its discretion, would negatively impact the Residence Life program or pose a risk of harm to CBC students or employees.
- E. The resident will maintain current contact information with the office of Student Records, including the resident's local address, permanent address, telephone number, and other current contact information. The resident agrees to subscribe to the CBC [Emergency Notification System](#).

II. Computation of Time

- A. In computing any period of time stated in this contract, the day from which the stated period of time begins to run shall not be included. The last day of the period shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period will run until the end of the next business day.

III. Contract Term

- A. The term of the contract is _____ months, beginning at 12:00 noon on _____, and ending at 12:00 noon on _____.

IV. Payment and Fees

A. Payments

(COMPLETED BY STAFF ONLY)

1. Payment per Month: _____
2. Payment per Quarter: _____
3. Payment per Contract Term: _____

4. Residence Life Payments will be pro-rated for any partial months which occur at the beginning or end of the contract term.
- B. Payments include the cost of water, sewer, garbage, electricity, and Wi-Fi. CBC shall not be liable for interruptions to utility service.
- C. **All payments must be made by check, cash, money order, or credit card at the Cashier's windows at Hawk Central, located in the H Building, Pasco Campus, Columbia Basin College, Hawk Central, 2600 N. 20th Ave, Pasco, WA 99301.**
- D. **Payment Due: Monthly Residence Life payments are due on the first (1st) day of the month.** If payment is not received on or before the 4th day of the month, a late fee of \$50 will be charged to the resident's account. If payment is not received by the 7th day of the month, the resident will be issued a 3-day Notice of Termination of Residence Life Contract. The Notice will require that the resident pay the full outstanding amount due or the contract will be terminated and the resident will vacate the unit within 3 days subject to *Termination of Contract* terms.
- E. **Application of Financial Aid and Scholarship Funds:** The resident authorizes CBC to apply all financial aid and/or scholarship funds received by the resident in excess of the costs of tuition and fees to pay Residence Life housing costs and fees up to the full amount of the monthly payments for the quarter as stated above in *Payment per Quarter*. Such payments will be automatically processed each quarter upon receipt of financial aid and/or scholarships and immediately after payment of CBC tuition cost and fees. (Resident Initials)_____

V. Security Deposit

- A. **A security deposit of \$500 must be paid within five business days after room assignments have been made in order to hold the room assignment.** \$250 of the security deposit is refundable after the resident moves out, provided there is no damage to the room or furniture, missing furniture, additional cleaning, storage, or other outstanding payments due to CBC. Charges will accrue to the resident's account for any damages to the premises or for any repairs or replacements that exceed the amount of the security deposit.

VI. Keys and Access Cards

- A. Residence Life keys and access cards are the responsibility of the resident. The resident will not duplicate, loan, or leave keys or access cards unattended. The resident will be assessed a \$100.00 fee per incidence of lost keys to cover the cost of reissuance and core replacement, and \$25.00 per incident of lost access card. This fee will also be assessed for keys and access cards which are not returned upon move-out or contract termination, whichever is earlier.

VII. Use of the Unit

- A. Only the person listed as the resident in this contract may reside in the unit. The resident may use the unit and utilities for normal residential purposes only. The resident will keep any unassigned space in the room clean and accessible. Failing to do so will result in charges of the daily room rate for both the unassigned space and the resident's assigned space, and the resident may be subject to disciplinary action.

VIII. Non-Transferability

- A. This contract is non-transferable. Residents may not sublet or reassign their units.

IX. Room Condition and Inventory

- A. Residence Life furnishings are the property of CBC. Misuse, abuse, theft, or destruction of CBC's or another resident's property is prohibited. Upon check-in the resident will complete a Room

Condition Report in accordance with the Checking In procedure set forth in the Residential Life Handbook.

- B. Each unit has its own inventory of furniture and overall condition of the room. The resident will be responsible for reasonable repair, replacement and/or cleaning costs as determined by CBC for any damage to the premises, furniture or appliances. If any damage occurs in the shared areas of the room and the responsible person cannot be determined, charges for repair, replacement and/or cleaning as determined by CBC will be divided equally among the resident and roommates.
- C. Resident must immediately notify Residence Life staff when repairs are needed by completing a maintenance request form and submitting it to the Residence Life Office. Repairs and maintenance to the facilities are coordinated by the Residence Life Office and performed by Paragon Corporate Housing.
- D. **Please immediately notify the RA on duty or contact the Director for Residence Life at (509) 542-4550 if there is unexplained water/water leaks or electrical problems in your room.**

X. Force Majeure

- A. CBC is not liable for any injuries, reimbursement, damages, inconvenience, annoyance or compensation of any kind if it is unable to make a room available to the resident for any reason beyond CBC's control, including, but not limited to, fire, flood, earthquake, condemnation, quarantine, utility malfunction or other emergency or force majeure event. CBC may attempt to find, but does not guarantee, an alternative space for the resident. If the unavailability of the resident's room or an alternative space continues for more than 72 hours, the resident may terminate this contract and move out during the unavailability subject to Termination of Contract terms, provided that the resident will be responsible for all financial obligations incurred up to the date of such termination. CBC will provide the resident with a pro rata refund, calculated from the date of such termination to the end of the contract term, of any advance housing payments made to CBC and will return the resident's security deposit pursuant to the terms of this contract.

XI. Injury and Loss

- A. CBC is not liable for any loss or injury to the resident or guest, or damage to the resident's or guests' property. CBC highly recommends that the resident purchase insurance to cover the value of their personal property. The resident is responsible for their own actions and the actions of their guests. CBC will not be liable for damages, loss, injury or harm caused by the resident, their guests or other person. CBC may deduct the cost of damages from the resident's security deposit and may take legal action against the resident and/or their guests to recover damages, plus collection and court costs, and attorney fees.

XII. Residence Life Housing Rules

- A. Subject to this Contract, the Residential Life Handbook, CBC Student Code of Conduct, and applicable CBC regulations, policies and procedures, violation of the following conditions may result in disciplinary action up to and including termination of the Residence Life Contract:
 - 1. Alcohol – Consuming, possessing, furnishing or selling of alcoholic beverages and/or being under the influence of any alcoholic beverage is prohibited on college premises. Alcoholic beverages may not, in any circumstance, be used by, possessed by, or distributed to any person under the age of 21.
 - 2. Drugs – CBC and its Residence Life housing complies with federal law which prohibits the illegal possession, use, sale or manufacture of controlled substances. Therefore, the possession, use, sale or manufacture of any and all drugs which is illegal under federal law, is prohibited.

3. Weapons – Possession of firearms or potentially dangerous weapons or explosives is prohibited. A resident with a concealed carry permit must register their intent to carry with Campus Security for a specified period of time, and must maintain control and safe storage of their firearm by use of a trigger lock or locking safe, case, or strong box.
4. Pets – Pets are not allowed in the Residence Hall.
5. Service and Assistance Animals – Service and/or assistance animals are permitted as a Reasonable Accommodation as approved by the CBC [Resource Center](#).
5. Safety Regulations – Tampering with, removal of, or damaging screens, fire equipment, security or alarm systems, unlocking doors designated to be locked, or propping open any door is prohibited.
6. Open Flame – Open flames (candles, cigarettes, cigars, incense, etc.) are prohibited.
7. Smoking – Smoking is prohibited in all interior spaces in the building, including bedrooms, bathrooms, living rooms, and kitchens. Smoking is permitted outside, 50 feet from any entrance and only in designated areas.
8. Utilities – The resident agrees to conserve utilities (both water and electricity). Resident agrees to decorate only with miniature, low-heat producing electrical lights that is Underwriter Laboratories, Inc. (UL) approved or with nonelectrical decorations, and to turn off all electrical decorations when the room is unoccupied. Resident's use of utilities, systems, networks, and facilities shall comply with all applicable laws, and CBC rules, policies and regulations.
9. Trash and Recycling – The resident is responsible for disposing of all household trash and recycling in the designated receptacles on the property.
10. Window Coverings – Residence Life has furnished each room with window shades. These shades are required to stay in the windows. The resident may not paint windows or hang decorations visible to the outside.
11. Guests – In general, overnight guests should be allowed to stay in the room only on rare occasions. The guest will not restrict the resident's roommate, if any, from free access to the room or any common area, or create a situation that would infringe on a roommate's right to remain undisturbed. The resident may host 1 guest for no more than 3 consecutive nights per month. The guest must be registered with the Director for Residence Life prior to arrival. The resident agrees to not allow anyone who is known to have been prohibited for excluded from the residence hall to be present in the residence hall or in the resident's room.
12. Noise – Residence Life has set quiet hours from 10pm-8am weeknights (Sunday-Thursday) and midnight-8am on weekend nights (Friday and Saturday). Courtesy hours are always in effect. Resident is expected to be courteous and respect requests from other residents to reduce noise.

XII. Right of Entry

- A. Upon provision of appropriate notice as specified in the CBC Residential Life Handbook, Residence Life staff members may enter the unit at any reasonable time to inspect, improve, maintain, or repair the unit. Residence Life may also enter the unit to resolve any threats to life, safety, or health, or when state and federal law or CBC policies are believed to have been violated such as for suspected violence, illegal drug use/possession, illegal alcohol use/possession, or in cases of emergencies.

XIII. Contract Modification

- A. CBC reserves the right to modify this contract and will notify the resident of any such modifications by email to the resident's CBC student email account thirty (30) days prior to the effective date of the modification.

XIV. Contract Renewal

- A. The Resident may renew the contract to extend their stay in Residence Life housing by providing a written request to renew the contract to the Director for Residence Life 90 days prior to the end

date of the contract term. If the request is made later than 90 days prior to the end of the contract term, the resident may lose their space and be required to move out at the end of the contract term.

XV. Contract Cancellation

- A. A resident may request cancellation of the Residence Life Contract for the following reasons: 1) study abroad; 2) graduation; 3) medical withdrawal from the College; or 4) military deployment. Documentation will be required. Approval is not guaranteed. All outstanding balances shall immediately become due upon the effective contract cancellation date. Termination of Contract terms for outstanding balances will apply to any balances which remain unpaid on the contract cancellation date.
- B. A resident who is current on all Residence Life payments and fees may request contract cancellation prior to the end of the contract term, if the resident has secured an eligible successor resident to assume their unit assignment immediately upon the contract cancellation, subject to a \$500 cancellation fee and the approval of the Director of Residence Life.

XVI. Termination of Contract

- A. Failure to comply with any provision of this contract shall be grounds for CBC to declare the resident in breach of the contract and may result in termination of this contract, in addition to disciplinary action, future ineligibility to reside in Residence Life housing, a hold on registration, transcripts, graduation, or transfer of credits, collection agency charges for outstanding debt, plus collection and legal fees and costs.
- B. If a Residence Life Contract is terminated prior to the end of the contract term, other than for reasons as described in the Force Majeure terms above, payments already made to CBC will not be refunded and the resident will be assessed the full contract payment through the end of the contract term.
- C. For all contract terminations and cancellations, charges will accrue for cleaning, damage to the unit beyond normal wear and tear, or storage of abandoned property as applicable. The cleaning fee is assessed at a rate of \$100.00 per hour, and storage will be at a rate of \$10 per day.
- D. For all contract terminations and cancellations, all outstanding balances shall immediately become due upon the contract termination or cancellation date. The refundable portion of the security deposit will be applied to satisfy any outstanding balances on the resident's account. A hold will be placed on the resident's CBC student account until full settlement of the account has been made. If the account is assigned for collection, resident agrees to pay past due amounts at an interest rate of 12% per annum, plus reasonable collection costs and attorney's fees.

XVII. Move-Out

- A. If a resident's contract is terminated by CBC prior to the end of the contract term, other than for nonpayment, the time given to vacate will vary and may generally be two weeks or the end of the quarter (whichever comes first), or immediately for severe violations which pose an immediate danger to the health, safety or welfare of the College community.
- B. If the contract is terminated due to the end of the contract term, the resident must move out of their unit by 12:00 noon on the contract end date unless an earlier alternate date and time are pre-arranged with the Residence Life staff.
- C. Prior to move-out, the resident must schedule a walk-thru and return keys to Residence Life staff. Prior to the walk-thru, the room must be cleaned and returned to move-in condition, and all personal

belongings must be removed. Any property left on the premises will be presumed abandoned and will be donated to a charitable organization, disposed or packed and stored at resident's expense. Property may be stored for a maximum of sixty (60) days, after which the property will be disposed or donated. Resident will not hold CBC liable for any damage or loss to property left on the premises.

XVIII. Severability

- A. If any provision of this contract or any document incorporated by reference shall be held to be invalid, such invalidity shall not affect the remaining provisions of this contract if they conform to applicable laws and can remain in effect without the invalid provision.

XIX. Choice of Law and Venue

- A. This contract is governed in all respects by the laws of the State of Washington. Any legal action related in any way to this contract shall be brought exclusively in Franklin County, Washington.

Resident has read and agrees to all the terms and conditions of this contract and any and all documents incorporated herein.

Resident Name (print): _____

Resident Signature: _____ Date: _____

I am the parent and/or legal guardian of the non-emancipated minor resident, and I have read and agree to the terms of this contract and any and all documents incorporated herein.

Parent/Guardian – Full Name (Print)

Parent/Guardian Signature

Date

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Columbia Basin College complies with the spirit and letter of state and federal laws, regulations and executive orders pertaining to civil rights, Title IX, equal opportunity and affirmative action. CBC does not discriminate on the basis of race, color, creed, religion, national or ethnic origin, parental status or families with children, marital status, sex (gender), sexual orientation, gender identity or expression, age, genetic information, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal (allowed by law) by a person with a disability, or any other prohibited basis in its educational programs or employment. Questions or complaints may be referred to Camilla Glatt, Vice President for Human Resources & Legal Affairs and CBC's Title IX Coordinator at (509) 542-5548. Individuals with disabilities are encouraged to participate in all college sponsored events and programs. If you have a disability, and require an accommodation, please contact the CBC Resource Center at (509) 542-4412 or the Washington Relay Service at 711 or 1-800-833-6384. This notice is available in alternative media by request.