

COLUMBIA BASIN COLLEGE  
 STUDENT HOUSING CONTRACT 2020-2021

Resident Name:		SID:
Phone:	CBC Student Email:	@students.columbiabasin.edu

**I. Agreement**

- A. This contract establishes a license agreement for assigned space in Columbia Basin College (hereinafter, "CBC" or "the College"), Student Housing. The Washington State Landlord Tenant Act does not apply to this student housing contract.
- 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, but not limited to, the CBC Residential Living Handbook, Washington Administrative Code (WAC) 132S including sections related to Student Code of Conduct, Health and Safety, Campus Parking and Traffic and, Student Responsibilities, and CBC policies procedures related to Non Discrimination and Sexual Harassment.
- C. The resident must be enrolled as a student at CBC for at least 12 credit hours per fall, winter and spring quarter for the duration of the Student Housing Contract term. To be eligible for Student Housing during summer quarter, the resident must be enrolled at CBC for at least 1 credit for the duration of the summer quarter. Exceptions may be made on a case by case basis by the Director for Student Housing or as reasonable accommodation for a disability as approved by the Disability Support Services Office. Residents who require reasonable accommodations must contact the [Disability Support Services Office](#) to request the reasonable accommodation.
- D. CBC reserves the right to revoke, make changes to, or refuse housing assignments for any reason including but not limited to consolidation of space, administrative needs, remedial action under Student Code of Conduct, Student Housing Contract, or other applicable CBC policies or procedures, or for any reason, which in the College's discretion, would negatively impact the Student Housing 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 June 18<sup>th</sup>, 2021. This contract is binding for the entire period from the start date to move-out date unless otherwise expressly released in writing by CBC. Termination

of this contract for any reason will not affect accrued rights, existing commitments or any provision intended to survive termination such as rights and obligations which remain to be performed following termination, including those related to payments or fees.

#### **IV. Payment and Fees**

##### **A. Payments**

###### **(COMPLETED BY STAFF ONLY)**

1. Payment per month:                   \$ \_\_\_\_\_
2. Payment per quarter:               \$ \_\_\_\_\_
3. Payment per contract term:       \$ \_\_\_\_\_
4. Student Housing Payments will be pro-rated for any partial months which occur at the beginning or end of the contract term. Standard monthly rates apply during breaks between quarters.

**B.** Payments include the cost of water, sewer, garbage, electricity, and Wi-Fi. CBC shall not be liable for interruptions to utility service.

**C.** **Payments can be made online through Web ePayment on your student account. In-person payments can be made by debit card or credit card at the Student Housing Office OR by check, cash, money order, debit card, 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 Student Housing payments are due on the first (1<sup>st</sup>) 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 Student Housing 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 cost of tuition and fees to pay Student 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 upon signing of the contract and prior to move-in to hold the room assignment. Half (\$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. Fees 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. All Student Housing keys and access cards remain the property of CBC and must not be duplicated, loaned, sold, borrowed, transferred or left unattended. The resident will be assessed a \$100.00 fee per incident 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 that 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 and in accordance with CBC policies, rules, and regulations. 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. 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.

#### **X. Injury and Loss**

- A. The resident is responsible for their own actions and the actions of their guests. CBC is not liable for loss, injury, or damage to the resident or guest, or resident's or guests' property. CBC highly recommends that the resident purchase insurance to cover the value of their personal property. CBC will not be liable for damages, loss, injury or harm caused by the resident, their guests or other persons. CBC may deduct the cost for loss or damages caused by resident or resident's guest(s) 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.

#### **XI. Right of Entry**

- A. CBC staff and designees have the right to enter the room during reasonable hours to clean areas recently vacated by a roommate, make repairs, or alterations, or to conduct cleanliness, health and safety checks at any time. Except in emergencies or when it is impractical, CBC will provide the resident with 48-hour notice of its intent to enter the unit. CBC staff may be present at any time and without notice outside the room and in common areas to conduct health, safety or security checks to maintain Community Standards and CBC rules, regulations, policies and procedures.

**XII. 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.

**XIII. Contract Renewal**

- A. The resident may renew the contract to extend their stay in Student Housing by providing a written request to renew the contract to the Director for Student Housing 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. A request for contract renewal may be denied if the resident has a history of delinquent CBC accounts, or conduct which negatively impacts the Student Housing program or poses a risk of harm to CBC students or employees.

**XIV. Contract Cancellation**

- A. Prior to the start date of the contract term, a contract may be cancelled by providing written notification to the Director for Student Housing at [housing@columbiabasin.edu](mailto:housing@columbiabasin.edu) subject the following:
1. When a written request for cancellation of a contract is received 30 days or more prior to the start date of the contract term, the full deposit will be refunded.
  2. When a written request for cancellation of a contract is received 29 days or less prior to the start date of the contract term, \$250 of the deposit will be refunded.

**XV. Termination of Contract**

- A. Failure to comply with any provision of this contract, the Residential Life Handbook, CBC Student Code of Conduct, applicable CBC regulations, policies and procedures, or providing false or misleading information in the Student Housing Application shall be grounds for CBC to declare the resident in breach of the contract and may result in disciplinary action, future ineligibility to reside in Student Housing, and/or contract termination.
- B. After the contract term start date a resident may request termination of the Student Housing Contract for the following reasons: 1) study abroad; 2) graduation; 3) medical withdrawal from the College; 4) significant or unanticipated personal hardship beyond the resident's control; or 5) military deployment. Documentation will be required. Approval is not guaranteed. All outstanding balances shall immediately become due upon the effective contract termination date. Termination of Contract terms for outstanding balances will apply to any balances which remain unpaid.
- C. If a Student Housing 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, unless otherwise expressly agreed to in writing by the Director for Student Housing or designee.
- D. For all contract terminations, 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.

- E. For all contract terminations, all outstanding balances shall immediately become due upon the contract termination date. The refundable portion of the security deposit will be applied to satisfy any outstanding balances on the resident's account. A registration 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.

**XVI. Waiver**

- A. Failure or delay by the College to enforce any term of the contract or to exercise its rights as provided by law or under this contract shall not constitute a waiver of such terms or subsequent exercising of such rights.

**XVII. 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.

**XVIII. 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 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Name (print): \_\_\_\_\_

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 Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian – Full Name (Print)

Rev 08'20

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 the Vice President for Human Resources & Legal Affairs and CBC's Title IX/EEO 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 Disability Support Services 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.