

Campus View Village Apartment lease

2410 Sigmar Lane, #100 , Mt. Vernon, WA 98273 (360)416-7650

This agreement is dated _____ and is made between Campus View Village, a facility of Skagit Valley College Foundation, (hereafter called "Landlord") and _____, a student enrolled at Skagit Valley College, (hereafter called "Resident"), as Tenant.

1. **Premises:** The property that is being rented (the "Leased Premises") is known as Campus View Village and is located on Sigmar Lane, Mount Vernon, WA 98273. The exact apartment will be assigned by staff designated by Landlord and is subject to change as deemed necessary. While an effort is made to accommodate students' requests for specific room assignments, actual assignments are based upon several factors and nothing contained herein shall be interpreted as guaranteeing any particular room. Rooms may be re-assigned as Landlord deems necessary to alleviate conflicts, promote efficiency or for other reasons in Landlord's discretion.

In addition to the Leased Premises the Landlord is supplying the following furniture, appliances and fixtures:

Bedroom Area: Bed, Desk, Desk Chair, Three-drawer Dresser, Closet, Nightstand

Limited Common Area: Couch, Chair, Kitchen Table with four Chairs, Microwave, Refrigerator, Stove Resident

agrees to maintain in good working order and condition all items supplied by Landlord.

2. **Term of payment and charges:** The lease is for a term of One Academic quarter, commencing on _____, and ending on _____. The rental rate is \$2,058.00 fall quarter; \$2,058.00 winter quarter; \$2,058.00 spring quarter and \$1,304.00 summer quarter. Early move-in pro-rated rent of \$25/night (if applicable) is for an extra _____ nights and totals _____. Mid-lease move-in prorated rent of \$25/night (if applicable) for the above listed dates totals _____.

All rent is payable in advance on the date due. Extended payment plans may be available at the resident's request, approval of which is at the discretion of the Director. Due dates for each quarter are as listed in the Residence Life Handbook and on the CVV website. If the Resident moves out early, he or she acknowledges that he or she will be liable for the rent throughout the term that he or she has signed for or until the management can re-rent the room together with other damages as may be set forth below or otherwise allowed by law. If room is re-rented, resident will be charged \$25.00 per day until the room is reoccupied. Residents who are granted a lease extension during the break periods between quarters will be charged \$35.00 per day for each additional day of the extension. Extensions are by-request and never guaranteed.

- A. Any resident whose housing contract is terminated due to the resident no longer being enrolled in the College will be charged as follows:
- i. If the resident notifies Landlord and vacates the premises prior to the first day of classes, the resident will pay \$25.00 per day for the days the room was occupied during their current leases term and forfeit their security deposit.
 - ii. If the resident notifies Landlord and vacates the premises after the first day of classes, resident shall remain responsible for the full rental amount due for the current quarter or until Landlord can re-rent the room with a new resident.
- B. Any resident whose housing contract is terminated due to policy violations will be charged as follows:
- i. If the contract is terminated by Landlord prior to the first day of classes, the resident will pay \$25.00 per day for the days the room was occupied during their current leases term and forfeit their security deposit.
 - ii. If the contract is terminated by Landlord after the first day of classes, the resident shall remain responsible for the full rental amount due for the current quarter or until Landlord can re-rent the room with a new resident.

3. **Utilities:** Landlord agrees to pay for the following utilities: Water, gas, electricity, shared cable service, shared wireless internet service, sewer and garbage. Resident is responsible for telephone and all other utilities or services. Resident acknowledges that the Comcast cable box, remote control, internet modem and any other standard service equipment is the responsibility of all residents that live within the apartment and all residents will be financially responsible if these items are lost or damaged. Cable box, remote and internet modem are provided for the common area of apartment only, not the bedrooms, and may not be moved or disconnected.
4. **Surrender:** At the end of occupancy, Resident will return the premises to Landlord in as good a condition as at the commencement of this lease and with all appurtenances in good working order and will surrender all keys to Landlord. Resident accepts responsibility for all noted damages to leased premises not noted on Room Inventory Form. Resident agrees to give Landlord notice prior to vacating the Leased Premises by the deadline stated each term. Failure to properly schedule and conduct a check-out by the dictated procedures could result in an improper check out fee, as noted in the Residence Life Handbook, as well as possible forfeiture of Security Deposit.
5. **Renewal:** Nothing contained herein obligates the Landlord to renew this lease at the end of any term. This lease may be renewed for additional terms at the sole option of Landlord. Resident must give Landlord written notice of intent to renew by the deadline stated each term. Failure to provide written notice by this deadline may result in refusal by Landlord to renew or a relocation of Resident.
6. **Number of Residents:** This lease is for residential purposes only and is for one student only and for no other occupants, including dependents. Additional occupants are strictly prohibited except for overnight guests as is provided in the Residence Life Handbook.

Resident Initial _____

7. Common Areas: Resident understands that this lease includes the Resident's bedroom area, Limited Common areas and General Common Areas. The General Common Areas consists of hallways, exterior areas, lounges and areas open to all Campus View Village residents and guests. The Limited Common Areas consist of the living quarters shared by all four bedroom units in an apartment. In addition, he or she is jointly and severally liable, together with all other residents of an apartment for any damage that occurs to that apartment's Limited Common Area, regardless of cause. Resident further understands and agrees that he or she is liable for any damage occurring within the Resident's bedroom area, regardless of cause.
8. Rules and Regulations: It is a specific condition of this lease that Resident complies with all policies and procedures listed within the Residence Life Handbook, the Skagit Valley College Code of Student Conduct and any and all State and Federal laws. In addition, specific to the validity of this Lease, Resident is expected to:
- A. Retain his or her status as a student at Skagit Valley College by maintaining at least 12 credit hours during Fall, 6 credit hours during Winter and 6 credit hours during Spring Quarters except as specifically approved by the Landlord. Financial aid and academic requirements for credit load are not considered when assigning this minimum credit requirements. New residents moving in for Summer quarter must take at least 6 credits. Residents who have lived in CVV during the spring quarter and remained academically eligible are not required to take classes during the summer. Landlord retains the right to conduct routine checks for credit load throughout the quarter to ensure eligibility.
 - B. Maintain good academic standing. Residents who are at-risk of failing classes should see a counselor or advisor at Skagit Valley College for information about their academic options. Landlord retains the right to conduct routine grade checks throughout the quarter to ensure eligibility.
 - C. Abide by all rules and regulations of Campus View Village as the same now exist and as they may be changed from time to time. Resident acknowledges that he or she has received a copy of the Residence Life Handbook and that this document is incorporated herein as a part of this lease agreement. Infractions of any of the policies and procedures contained in the Residence Life Handbook and/or Skagit Valley College Code of Student Conduct may result in termination of this tenancy. Resident may be evicted upon three days' notice for engaging in illegal activities or activities that are threatening destruction or permanent damage to the premises or may be evicted immediately, depending upon the severity of the situation and risk towards other residents.
9. Security Deposit and Refundable Payments: Landlord acknowledges the receipt of a security deposit in the amount of \$225.00, such funds to be used at Landlord's discretion to secure payment of unpaid rent, to repair damages caused by Resident and to pay for such other costs as necessary upon the termination of the Lease by the Resident. If lease terms are not fulfilled, Resident acknowledges that their deposit may be forfeited. Payments made in excess of rent and fees owed are refundable. Other payments that are deemed refundable will be paid along with the security deposit. If the Resident received scholarship, waiver, or other specialized funding that covered the Security Deposit, no Security Deposit will be considered refundable. Security Deposit will be placed in a secure account until such time as it is to be refunded or forfeited.

Within twenty one days after the termination of the rental agreement and vacation of the premises, the landlord shall give a full and specific statement of the basis for retaining any of the deposit together with the payment of any refund due the Resident under the terms and conditions of this rental agreement. The Balance of the security deposit, or any balance of the security deposit remaining after lawful deductions, shall be returned to the Resident within the time limit as is above set forth, provided that the Resident has provided the Landlord with a proper forwarding address and further provided:

- A. Resident shall have fully performed all obligations hereunder and those pursuant to RCW Chapter 59.18, or as subsequently amended.
 - B. Resident shall occupy the premises for the term agreed to above.
 - C. Resident shall clean, repair and restore said residence and return the same to Landlord in its initial condition, except for reasonable wear and tear, upon the termination of the tenancy and vacation of the residence.
 - D. Resident shall have surrendered the keys to Landlord.
 - E. Resident shall have complied with all rules and regulations during the full term of this Lease as are provided in the Residence Life Handbook together with the provisions of the Skagit Valley College policies.
- Failure to redeem the security deposit check within twelve months after its issuance shall be considered a violation of the terms of this lease agreement. Resident forfeits their right to claim the security deposit after the twelve-month period so long as Landlord has demonstrated good faith attempts to issue the security deposit check to the given mailing address of Resident.
10. Non-refundable Fees: The sum of \$100.00 was paid with the application and is a non-refundable fee to be retained by Landlord for processing the application forms, identifying space available, and coordinating the move-in process. This application fee was paid separately from any rent, fees, or security deposit paid to Landlord and shall not be applied to any such expense. If Resident applied to live in Campus View Village for a quarter prior to fall 2018, a non-refundable cleaning fee of \$25 was also charged.
11. Nuisance, No Drug Activity: Resident shall not allow any waste, maintain any nuisance, or allow any illegal activity on the leased premises. Resident specifically acknowledges that should any violating of the alcohol and drug policy or local, state, or federal ordinance be breached by Resident, that Landlord may declare this Lease immediately terminated and Resident's right to occupy the premises immediately at an end all without prejudice to all of Landlord's other remedies at law, including any remedies Landlord would have if this lease were still in effect.
12. Inspection: Resident acknowledges that Landlord has inspected the Leased Premises and that they are in a clean, safe, fit and habitable condition, except for those listed on the Room Inventory Form. Inspections may take place during advertised Health and Safety Inspections, as well as prior to new resident arrival and check-out or other times deemed necessary by Landlord.

Resident Initial

13. Quiet Enjoyment: Resident shall be entitled to the quiet enjoyment of the Leased Premises and shall not annoy, disturb, interfere with or endanger other residents. Resident shall not commit any waste on the premises, use the premises for any unlawful purpose, damage the premises or violate any law or ordinance relating to the premises.
14. Assignment and Subletting: Under no circumstances shall Resident assign or sublet his or her interest in this lease. Any attempted assignment or subletting shall be void and shall be grounds for termination of this lease.
15. Maintenance: Campus View Village shall maintain the structure. Resident shall keep the Leased Premises in good order and condition, and shall pay for all repairs to the premises caused by his or her negligence or misuse of the Leased Premises. Resident shall make no alterations to the Leased Premises, nor repaint them without the Landlord's consent. Resident shall:
 - A. Keep the premises in a clean and sanitary condition.
 - B. Properly dispose of all rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and to assume all costs of extermination and fumigation caused by Resident.
 - C. Properly use and operate all electrical, gas, heating, plumbing, and other fixtures and appliances.
 - D. Not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, their appurtenances, facilities, equipment, furniture, furnishings, appliances or fixtures, nor to permit any member of his family, invitee, licensee or other person acting under his control to do so.
16. Abandonment: When Resident vacates the Leased Premises, Landlord shall have the option to terminate this Lease and lawfully regain possession of the Leased Premises.
17. Late Charge: Rent must be paid on time. Residents who have chosen an extended payment plan may be charged a \$25.00 late fee for each payment not received within two (2) business days after the date due.
18. Residents Default: The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Resident.
 - A. Abandonment: Resident vacates or abandons the Premises.
 - B. Failure to Pay Rent: Resident fails to make any payment of rent or any other payment required to be made by Resident hereunder, as and when due, where such failure shall continue for a period of three days after written notice thereof by Landlord to Resident.
 - C. Failure to Observe Policies or Other Covenants: Resident fails to observe or perform any of the covenants, rules, regulations, conditions, policies, or provisions of this lease, the Residence Life Handbook, Skagit Valley College, or local, state, or federal laws and where Resident has been granted due process via the Code of Student Conduct or other ordinance.
 - D. Failure to Maintain Student Status: Resident fails to maintain at least 12 credit hours at Skagit Valley College during Fall, 6 credit hours during Winter and 6 credit hours during Spring quarter except as approved by the Resident and Registrar.
 - E. Misrepresentation: Resident makes or has made or furnishes or has furnished any warranty, representation, or statement to Landlord in connection with this Lease, or any other agreement to which Resident and Landlord are parties, which is or was false or misleading in any material respect when made or furnished.
19. Remedies on Default: In the event of any default or breach by Resident, Landlord may, at any time thereafter with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or Breach, exercise any of the following remedies:
 - A. Termination of Possession: Landlord may terminate Resident's right to possession of the Premises by written notice to Resident or any other lawful means, and recover the value of any such concessions made, re-enter and take possession of the Premises, and Resident shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Resident all damages incurred by Landlord by reason of Resident's default, including without limitation past-due rent, interest and late charges, the cost of recovering possession of the Premises, the expenses of reletting, and any other costs or damages arising out of Residents default, including without limitation the costs of removing persons and property from the Premises, the costs of repairing the Premises, and legal expenses and fees. Notwithstanding any termination, re-entry, or reletting, the liability of Resident for the rent, and other charges and adjustments for the balance of the Lease Term shall not be extinguished and Resident shall pay and Landlord may recover from Resident at the time of termination, re-entry, or reletting, the excess, if any, of the amount of such rents reserved in this Lease for the balance of the term hereof over the then reasonable rental value of the Premises for the same period. Reasonable rental value shall mean the amount of rental which Landlord does or could reasonably be expected to obtain as rent for the remaining balance of the Lease Term. In the event that Landlord relets the Premises or any part thereof without first terminating Residents right to possession pursuant to this Lease, Landlord reserves the right, at any time thereafter, to elect to terminate Residents right to possession to that or other portions of the Premises for the default that originally resulted in the reletting.
 - B. Enforcement of Lease: Landlord may maintain Resident's right to possession, in which case this Lease shall continue in effect whether or not Resident shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent, and any other charges and adjustments as may become due hereunder. Landlord's failure or inability to relet the Premises or any part thereof shall not reduce or restrict or in any way affect Landlord's right to recover from Resident all such rent and other sums as the same become due, and, despite such failure or inability to so relet the Premises or any part thereof, Resident shall pay to Landlord upon demand therefor any and all costs, including without limitation the cost of any alterations and repairs to the Premises, incurred by Landlord in connection with Landlord's effort to relet the Premises or any part thereof.
 - C. Other Remedies: Landlord may pursue other remedies under the purview of Skagit Valley College student conduct.

Resident Initial

- D. Removal of Personal Property: In the event of a retaking of possession of the Premises by Landlord, Resident shall remove all personal property located thereon and, upon failure to do so upon demand of Landlord, landlord may remove and store the same in any place selected by Landlord at the expense and risk of Resident only if the property is clearly marked. If Resident leaves property without labeling and notification, all items shall be considered abandoned and disposed of permanently.
20. Severability: If any portion of this Lease shall be determined to be unenforceable, the remainder of this Lease shall be unaffected and shall remain in full force and effect. The waiver of the Landlord or the Resident of any breach of this Lease shall not be construed to constitute a waiver of any subsequent breach of this Lease.
21. Entry: Landlord shall have the right to enter the leased Premises from time to time for the purpose of inspection or repair, to show such premises for re-rental, or to remedy a policy violation, disturbance, or emergency. Landlord's right to enter the Leased Premises shall be limited to regular business hours, when possible, except the instance of an emergency or by request of Resident or Resident's roommate. Resident may not dictate Landlord's access to any common area spaces when Landlord has a legitimate interest in entering the common area for the purposes of maintaining a safe, inclusive community. Landlord shall only enter private bedrooms when deemed absolutely necessary for health and safety of the community or when permitted by Resident.
22. Loss or Injury: Landlord and Resident agree that Landlord shall not be held responsible for any loss or injury received on the Leased Premises. Resident agrees to indemnify Landlord against liability for any such loss or injury. Landlord shall not be responsible for damage or loss to Resident's personal property. In order to assist in maintaining a safe and comfortable living environment for other students, it is expected that Resident report all safety issues and criminal behavior on the part of other residents to the appropriate authorities.
23. Cost and Attorney's Fees: If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party.
24. Notices-Landlord: Any notices required or permitted to be given herein or otherwise by law will be effective as of the date two days after the same shall be mailed, postage prepaid and properly addressed to Resident at the leased premises and to the Landlord through the Landlord's staff at the following address:
 Campus View Village
 2410 Sigmar Lane, #100
 Mt. Vernon, WA 98273
 Email: mv.cvv@skagit.edu
 Either party can change the designated contact address by written notice to the other party.
25. Entire Agreement.: This lease consists of the following:
- A. Campus View Policies and Procedures Handbook.
 - B. Inventory Form and Security Deposit Checklist.
 - C. Resident Check-in Initial Form.
 - D. Alcohol and Drug Policy Contract.
 - E. Release of Information from SVC Form.
 - F. Altered Operations Information and Acknowledgement Forms (if applicable).
 - G. Vehicle Registration Form (if applicable).

The above documents make up the sole agreement between the parties and set forth the rights and obligations of each. No agreement respecting the duties of either party not expressly set forth in this lease or executed in writing between the parties shall be valid for any purpose. Both parties have read all the foregoing terms and conditions of this Lease prior to signing and each hereby acknowledges receipt of a copy of this Lease. The Resident shall sign this lease to begin its affect unless another party has temporary or permanent right to attorney over Resident, in which case the legally eligible party must sign below.

Resident Signature

Date

Director, Campus View Village Signature

Date