

Lewis & Clark College

Temporary Summer Lease for Campus Apartments

I. Eligibility/Priority

- A. This lease is for a bedroom in a unit and not for a particular type, location, or size of room. Only those persons enrolled in a Lewis & Clark College sponsored program for the summer are eligible to enter into this lease. The Office of Campus Living must approve exceptions.
- B. This lease is for a specified period (three week minimum) between May 25, 2007 and August 8, 2008.
- C. Applicants must have submitted to the College a signed Lease, Roommate Preference form and a \$50 deposit.

II. Occupancy

- A. Space will be held for five days from the beginning of the lease unless prior arrangements have been made with the Office of Campus Living. After that, students who have not officially checked into 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., B.)
- B. If occupancy occurs during the course of the lease period without Campus Living approval, the student will forfeit the \$50 deposit and 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. 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 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 alterations are permitted without the express written consent of the Office of Campus Living. This includes, but is not limited to, painting of rooms, or otherwise changing the physical structure of the unit or removing furnishings from the unit. Residents are responsible for damages or losses to furniture, appliances, or premises caused by their own or their guest's negligence.
- C. The \$50 deposit may be credited to the final bill for housing provided the student room and common area has been checked by a Campus Living staff member 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. However, absent mutual request, the Office of Campus Living will make unit assignments based on preference information received from the applicant. It is the goal of the Office of Campus Living to assign units to full capacity. If, at any point during the summer a resident cancels his/her lease for any reason, the Office of Campus Living reserves the right to reassign the space to an eligible student and/or consolidate. If a student cancels to move off-campus during the term of the lease, the student is responsible for their portion of the rent unless the College can lease the space to another approved Lewis & Clark College student not already under contract with the College for housing.
- B. 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.
- C. Requests to underassign a unit will not be honored without payment of the full rent of the unit by the remaining occupants, subject to availability.
- D. In the event of unforeseen emergencies or other situations, a unit may be closed and students required to move from their original assignment.
- E. Lewis & Clark College reserves the right to assign or reassign space at anytime for the benefit of students or the living unit.

V. Cancellations

- A. For students who have applied for housing, the lease may be cancelled and the \$50 advance deposit refunded only if the request for such cancellation is received in writing in the Office of Campus Living and is postmarked at least 10 working days prior to occupancy. Email or facsimile will be considered written notice. (See Section IV., A.)
- B. For cancellations received after the published deadline or absent notice, the student will forfeit the prepaid \$50 damage deposit and at the discretion of the Office of Campus Living. A non-negotiable \$100 lease cancellation penalty plus any rent charges that may accrue until the College leases that portion of the unit to an approved Lewis & Clark College student will be assessed.
- C. Residents who remain enrolled at the College but leave the residence hall during the term of the lease without Campus Living approval will forfeit the prepaid \$50 deposit, will be charged a non-negotiable \$200 lease cancellation penalty plus continue to be financially responsible for rent charges while this lease is in effect. Rent charges for the period in question may be cancelled by the Office of Campus Living provided the vacancy is filled.
- D. 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 the Office of Campus Living 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 split 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 ensuring that their guests comply with housing policies and general campus rules and regulations. Consent to host a guest in a unit (3 consecutive night limit per month) 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.

VII. Services

- A. For the lease period, telephone service and a voice mail account will be provided to each unit. Pre-paid long distance service is available through the College. Students may not accept collect calls in the unit.

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- B. A locked storage room is provided for general storage. Because of the temporary nature of this lease, individual storage lockers for use by residents of each hall are not available. Items left in general 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. (See X., B)
- C. Residences are fully furnished. Furnishings provided therein 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 or occupancy 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 disrupts individuals or the community, may be reviewed by the Office of Campus Living.
- B. Any student who violates this lease or the rules and procedures that are 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.
- 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 their personal belongings.

Signature

I have read this 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.

Tenant Signature: _____ SSN: _____ Date: _____

Print Name: _____ Email Address: _____

Address: _____ Daytime Phone: _____

_____ DOB: _____ Male _____ Female _____

Arrival Date/Lease Start Date: _____ Departure Date/Lease End Date: _____

Name of Course/Workshop: _____ Program _____

I prefer to share the apartment with a: Male _____ Female _____ Either is Acceptable _____

Preference for: 2-bedroom _____ 4-bedroom _____ Either is Acceptable _____

Roommate Preference: _____

Handicap or special arrangements needed. Please explain: _____

A \$50 deposit must accompany the completed Lease and Room Preference Sheet.

Make check payable to: Lewis & Clark College.

Full payment is expected prior to check-out. In person debit payments are accepted in the Office of Cashier & Credit.

No Credit Card payments will be accepted.

Signature _____ Date _____

(Do Not Write in Space Below)

Unit Assignment _____ Application # _____ Deposit Received: _____

Return to: Office of Campus Living, Summer Housing, Lewis & Clark College, 0615 SW Palatine Hill Road, MSC 132, Portland, OR 97219-7899.

Telephone 503-768-7183; Fax 503-768-7977; Email sjb@lclark.edu