

CHI-PORT ANGELES
Student Housing Contract
For the 2021/2022 school year beginning the fall of 2021

Agreement. This CHI-Port Angeles Student Housing Contract (herein called the "Housing Contract") between Collegiate Housing International Port Angeles, LLC (herein called the "Manager") and _____ (herein called the "Student"), who is or will be a student at Peninsula College herein called "College"). The Student understands the Manager shall only permit the Student to occupy a room with the Student's agreement to all terms and conditions of this Housing Contract, and only for so long as the Manager believes that the Student is in full compliance with this and all College rules and policies.

Term. This Housing Contract is for school year beginning _____ and ending on date _____.

Rent. The rent for this Housing Contract shall be for a shared bedroom in a furnished 2 bedroom unit in a suite of 4 rooms and a furnished common area with a kitchen. Rates include furnishings utilities and WiFi.

(Choose One):

_____ \$1,650.00 per quarter for a one year lease (\$550.00 per month).

_____ \$1,750.00 per quarter for a lease of 9 months (\$583.00 per month)

Rent paid monthly can be arranged at the discretion of the manager for those needing to make monthly lease payments. Monthly rent is \$605.00/month for a minimum of 3 months with the first and last month rent paid in advance of occupancy.

Handicap units are available for persons with disabilities. The manager can give information regarding these units to those who qualify.

Room Assignment and Occupancy. The following guidelines will govern room assignments and occupancy:

- a) The Manager may provide housing accommodations at CHI-Port Angeles to the Student on a space available basis provided the Student is enrolled in a minimum of 10 credit hours at the College, has completed a Housing Application, signed the Housing Contract, and submitted the required Security Deposit (as defined below) and any other additional documents required.
- b) Student will be allowed to choose his/her roommate.
- c) The Manager reserves the right to change the Student's room assignment and can require the Student to move at any time. Five days notice will be provided except under extraordinary circumstances.

Terms of Payment, Charges, and Refunds. The quarterly rent due during the Term of Occupancy is listed above. This amount is for one (1) bed space in a shared room.

Payment for rent for the entire school term, plus deposits and application and set up fee is due prior to move-in. For subsequent school terms, payment of rent for the entire term are due and payable within five (5) days of the start of the school term. Failure to make full payment by this time will cause the early termination of this agreement, causing it to become a month-to-month tenancy until full payment is received. Upon full payment, the agreement reverts back to a lease of the original duration and terms. Arrangements may be made with the manager for receipt of rent when funds from a defined source are pending.

All late payments will incur late fees of \$10 per day.

Failure to make all payments as required will result in immediate eviction proceedings, as allowed under Washington state law.

Termination of Occupancy by Manager. Enforcement of Housing Contract. Subject to all applicable requirements of Washington State law, the Manager may terminate this Housing Contract and cancel the right of occupancy at any time for any reason, in the Manager's sole discretion, including without limitation: non-payment of any rent or other fees; health and safety reasons; violation of the Policies and Regulations (as defined below); failure to remain enrolled and in acceptable standing at the College; or other reasons of sound administration of the Manager. Upon an event of default by the Student resulting in the early termination of this Housing Contract, the Manager may accelerate all amounts payable under this Housing Contract and exercise any other right or remedy available to Manager in law or equity, in accordance with all applicable laws. Student shall pay to Manager all costs of collection incurred by Manager upon any event of default, including all reasonable attorneys' fees and expenses. Eviction upon the Manager's termination of the Housing Contract, the Student is required to immediately vacate the assigned room. If the Student does not immediately and cooperatively vacate the assigned room, the Manager may take any action it deems appropriate, including alter the locks, removal and storage of the Student's property, etc., to the extent permitted by and in accordance with applicable law.

Hold Over. If the Student fails to vacate his or her assigned room in the CHI-Port Angeles, including the removal of all personal property brought into the room by the Student or any guest or visitor of the Student, on or before the termination of this Housing Contract, the Student shall reimburse the Owner for reasonable storage costs, while Student occupies its assigned room beyond the termination of this Housing Contract.

Payment. All costs are due and payable to the Resident Manager at the CHI-Port Angeles Office at 1138 E Park Avenue, MGR, Port Angeles, 98362 or by mail to CHI-PORT ANGELES, LLC, 4102 S Regal, Suite 201., Spokane, WA 99223. Checks and money orders should be made payable to "CHI-PORT ANGELES, LLC". Payment with a debit or credit card will incur a convenience fee of 3% on the total payment.

Responsibility for Damage or Loss. The Student's signature on the Room Condition Report establishes the Student's acceptance of the condition of the living space and its contents at the time of initial occupancy, and therefore, becomes the standard for the condition of the living space and its contents at the termination of occupancy.

Use of Facilities. When the Manager deems it necessary, the Manager will require students to move to other accommodations. When such circumstances occur, the Student agrees to complete the move within the time specified by Manager. The Manager may relocate Student for the following reasons:

- a) to vacate or consolidate a room, floor, wing, or building
- b) to provide necessary space to accommodate staffing needs
- c) to vacate an area for the purpose of major repairs or when maintenance difficulties or requirements render an area unsafe
- d) when unusual conditions occur affecting the health or safety of the Student or others
- e) student conduct in violation of Policies and Regulations (as defined below)

No Owner or Manager Liability. The Owner and Manager shall assume no responsibility for the theft, destruction, or loss of money, valuables, or other personal property belonging to, or in the custody of the Student for any cause. The Student is encouraged to carry personal property insurance. The Student agrees to save and hold harmless the Owner and Manager for all injuries of whatever kind or nature occurring on the premises assigned to him or her, except as otherwise prohibited by law.

Entering of Rooms. Subject to all notice requirements under applicable Washington State law, if any, the Manager reserves the right to enter Student's room without notice and in Student's absence for reasons of health, safety, or general welfare; to make repairs to the room and/or furnishing; upon reasonable

suspicion of the presence of any illegal substance or activity; or for other suspected violations of federal, state or local law or the Policies and Regulations (as defined below).

Health and Safety Inspections. The Manager will conduct a Health and Safety Inspection weekly. The inspection will be on a designated day of the week. The Student will be given at least 48 hours notice prior to the inspection if it is on a day other than the designated day. Manager may enter each unit and bedroom, without the Student being present, to conduct the health and safety inspections and any re-inspections that may be necessary. If the room and/or common area is found to be in an unacceptable condition you will have 48 hours, from the time of the inspection, to correct the condition of the room and/or common area to a satisfactory condition. Student will be provided written notice as to what is needed to correct the condition of the room and/or common area. If Student fails to correct the condition of the room or common area within 72 hours, she/he will be responsible for payment of any and all costs associated with having the CHI-Port Angeles Staff or outside vendor acting on behalf of CHI-Port Angeles correct the condition of the apartment. The minimum charge to Student for correcting the condition of the apartment will be \$125, but may be higher.

Pre-Occupancy Inspections. The Manager will conduct Pre-Occupancy Inspections whenever a new Student is expected to move in to the room or common area. Manager may enter each unit and bedroom, without the Student being present, to conduct the pre-occupancy inspections and any re-inspections that may be necessary. If the room or common area is found to be in an unacceptable condition, the Manager will attempt to contact the Students to allow them to remedy the deficiency. If the Manager is not able to contact the Student, or Student does not adequately remedy the deficiency, the Manager may engage a cleaning company to clean the unit and charge Student for costs. The minimum charge to the Student remedy the condition of the apartment or common area will be \$125, but may be higher.

Toilets, Tubs, and Sinks. Resident agrees to dispose of cooking grease, food waste, hair and all other garbage in a separate container, not down sink, tub or toilet drains. Resident will ensure that no garbage or foreign object is deliberately or inadvertently put down any drain. Resident further agrees to notify Management immediately if a sink, tub or toilet drain becomes stopped, drains slowly or if any faucet, sink, tub or toilet leaks. Resident will be financially responsible for all repairs relating to such blockages or leaks, including drain clearing, floor, wall and/or ceiling damage and damage to disposers, pipes, and/or any other area affected by the leak or blockage, as well as costs to clean any areas where the blockage has caused overflow.

Access Codes and Cards. Access Codes and cards are the property of CHI-Port Angeles and access cards must be returned at the end of Student's occupancy. Access cards will cost Fifty Dollars (\$50.00) per card. Student agrees not to share access codes and not to distribute or loan access cards to others. A service fee of \$25.00 shall be charged each time that the Student locks himself/herself out of the premises, and requests assistance in gaining entry to premises and/or change of access codes.

Assignment of Contract. This Housing Contract is non-transferable or assignable; therefore, the Student shall not sublet the room or any part thereof or assign this Housing Contract to another person. The student may allow the Manager to sublet his/her room during the summer.

Parental or Sponsor's Guaranty. As a condition of this Housing Contract, Manager may require that either the Student's parent or sponsor execute a Continuing Guaranty of Housing Contract in the form provided by Manager (herein called the "Guaranty"). Student acknowledges that the delivery of such Guaranty is a material inducement for Manager to consent to and enter into this Housing Contract. Manager may terminate this Housing Contract if the Guaranty is not fully executed, notarized, and delivered to Manager on or before the First Day of Occupancy. Manager reserves all rights, both civil and criminal, against any person responsible for any forgery of the Guaranty.

Smoking. Smoking and/or vaping is only allowed in designated areas on the outside of the building. It is not allowed within the building itself, including without limitation all student rooms, hallways, laundry room,

stairways, dining room and storage areas, or within 25 feet of any building entrance. Persons found smoking or vaping indoors will be assessed a \$50 fine.

Smoke/Carbon Monoxide (CO) Detectors. The Student agrees to immediately notify the Manager in the event that the smoke/CO detector equipment becomes damaged, lost, stolen, or otherwise inoperable. The Student also agrees to notify the Manager immediately if the smoke detectors appear to be inoperable. The Student further understands that the willful damage, tampering, theft, or destruction of any smoke/co detector or other life safety system endangers his/her safety and the safety of others in case of an emergency, and student may be held liable for damages incurred to people and/or property as a result of tampering with smoke and/or CO detectors.

Packages. Student authorizes Manager to accept packages, parcels, and deliveries as agent for the Student. Student understands that packages, parcels, and deliveries accepted by Manager may not be kept in a locked or otherwise secured area. Student understands that any perishable packages, parcels, and deliveries may not be stored in a climate-controlled environment. Student agrees to hold Manager free of liability or responsibility for packages, parcels, or deliveries should they be lost, damaged, or otherwise harmed. Student understands that if Student fails to claim such packages, parcels, or deliveries within seven (7) days, they will either be returned to the sender or destroyed.

Policies and Regulations. The following activities are prohibited. Other reasonable prohibitions may be instituted from time to time to promote the health and welfare of occupants and efficient management of CHI-Port Angeles facilities.

- a) use and/or possession of alcoholic beverages not in accordance with state law
- b) use, possession, and/or sale of narcotics, dangerous, illegal and intoxicating drugs as defined by local, state, and federal laws including marijuana.
- c) participation in illegal gambling activities in CHI-Port Angeles facilities
- d) use of any commercial product (e.g. cleaners, solvents, chemicals) for the purpose of intoxication or other alteration of consciousness
- e) use and/or possession of fireworks, firecrackers, or dangerous chemicals
- f) use and/or possession of firearms, weapons, hunting arrows, or potentially injurious war souvenirs
- g) allowing illegal entry by non-Students or use of CHI-Port Angeles facilities by unauthorized groups
- h) involvement in disorderly conduct
- i) involvement in vicious or immoral conduct such as indecent exposure
- j) involvement in sexual misconduct in or near CHI-Port Angeles facilities
- k) possession of animals or insects other than fish properly contained in an aquarium no larger than 10 gallons or service/guide dogs
- l) misuse, abuse, theft or destruction of CHI-Port Angeles property and/or Student property
- m) use and/or possession in rooms of appliances which have open or exposed heating elements (e.g. hot plates, toasters, toaster ovens, sunlamps, halogen lamps), any other high intensity appliance and refrigerators in excess of six (6) cubic feet
- n) installation or placement inside or outside Student's room of any equipment or materials which Management or other staff deem unsightly, dangerous or otherwise undesirable (e.g. outside aerial antennas, clotheslines, bicycles, cooking grills, shoes, shower caddies, etc.)
- o) repair or storage of motor vehicles in CHI-Port Angeles facilities
- p) unauthorized room changes or transfers
- q) unauthorized possession, use, or sale of access codes or cards to CHI-Port Angeles facilities
- r) unauthorized guest(s)/boarder(s) including those unaccompanied by the Student or those who have stayed overnight in the apartment for three consecutive nights. Students are responsible for all actions of their guests.
- s) behavior, over a period of time, indicating the Student is not able to adjust to the requirements of group living
- t) interference or tampering with fire safety equipment including smoke detectors
- u) failure to reasonably cooperate with members of the Manager's staff

- v) use of profane, abusive or vulgar language in any common area (including exterior areas associated with the property) or any excessive or disruptive noises of any kind
- w) perpetration of harassment, physical aggression or violence, or the use of real or implied threats against another person, in or near CHI-Port Angeles facilities
- x) violation of quiet hours(10:00pm through 7:00am)
- y) movement and/or alteration of furniture, fixtures, and/or property without prior written permission from the Manager or his/her designate
- z) failure to comply with procedures established for health, maintenance and safety concerns
 - a. smoking in any area where it is not expressly allowed ;
 - b. use of an open flame (e.g. candle, incense, cigarette, cigar, etc.) inside any part of CHI-Port Angeles facilities ;
 - c. cosmetic changes to CHI-Spokane facilities by a Student (contact paper, hooks, wallpaper, curtain rods etc.)
 - d. changes to the plumbing or electrical systems in the rooms or common areas, including, but not limited to, the installation of bidets or sprayers;
 - e. the playing of sports, the riding of bicycles, scooters and skateboards, or the use of rollerblades in CHI-Port Angeles facilities;
 - f. tampering with or compromising community safety (including propping the outside doors open);
 - g. throwing or ejecting any object from a window, porch, staircase or any other area of CHI Port Angeles property;
 - h. accessing prohibited areas including community rooms and unoccupied bedrooms while closed or the roof of buildings

Owner and Manager Liability. Owner and Manager will have no liability or responsibility for not providing housing due to causes beyond their reasonable control, including without limitation: failure by prior tenants to move out in a timely fashion; uninhabitable condition of housing quarters due to damage or otherwise; or lack of services such as electricity, water, phone or otherwise, unless otherwise expressly provided for by any applicable law. The prohibited activities outlined in the Policies and Regulations apply to alternative housing arrangements unless otherwise advised by the Manager.

Wireless Access to the Internet. Wireless Internet access will be provided to student at no additional charge.

This Wi-Fi access may be subject to interruption, delays, mis-delivery, or loss of data. Accordingly, Manager does not warrant that this WiFi access will be uninterrupted, error free, free of viruses **or fit for any particular purpose**. This Wi-Fi access is provided simply as a benefit to the Student for Student's educational and personal leisure use only. Student agrees to use this Wi-Fi access in a responsible manner as other students in the apartment will be sharing the same internet access. Improper use of wifi or any type of pirating or theft of content may be grounds for termination of use.

Security Deposit. Manager hereby acknowledges receipt of the sum noted below paid by the Student as a security deposit. This sum will be held in an account with the Sound Community Bank, Port Angeles Branch. This Housing Contract is the receipt for this security deposit. The Student shall be notified of any change of financial institution where the security deposit is held. All or a portion of the remainder of the security deposit may be retained by the Manager. Refund of any portion of the deposit is conditioned as follows:

- a) Student shall perform all obligations in this Housing Contract whether student takes occupancy or not;
- b) Student shall occupy the premises for the term agreed to above;
- c) Student shall clean the unit and return it to the Manager in its original move-in condition, except for reasonable wear and tear, upon the termination of this Housing Contract;
- d) Student shall return all access cards to the unit to Manager;
- e) Student shall provide a complete forwarding address to Manager at the termination of this Housing Contract.

Student shall provide the Manager with his or her new address on the last day of occupancy. Student, Parent, or other party signing Continuing Guaranty of Housing Contract, agrees that costs to repair any

damage to the building may be charged to Student's or Guaranteeing party's credit card without prior notice.

Cleaning Fee. Student understands that a cleaning fee will be charged to the security deposit of said student if the room and/or common area is not cleaned to the satisfaction of the Manager. This sum will be used to clean the room and common area after Student's move-out, including carpet cleaning. A common area cleaning fee may be charged proportionately to the students in this pod if necessary. The minimum charge is \$50.00.

Pets. Manager does allow assistance /service animals for persons with disabilities. No other pets are allowed, except as provided in Policies and Regulations.

Disturbances. Student agrees that if Security has to be called for violations of any of the above Policies and Regulations by the Student, Student will pay a \$100 fee.

Initials:

Student / I have read and understand this clause

Smoking. Student agrees that if found smoking or vaping indoors, the student will pay \$50 fine.

Initials:

Student/I have read and understand this clause.

Cleaning room and Common Area. Student understands and agrees to keep his/her room in clean condition. He/she will assist in cleaning the common area on a weekly basis and will, along with his/her roommate clean the bathroom of their unit on a weekly basis. If a cleaning service must be called to clean your room or common area you will be charged for this cost.

Initials.

Student / I have read and understand this clause

Removal of Possessions upon vacation of room. Student understands that all their personal possessions must be removed upon their vacation of their room and the common area. Any possessions left in their room or the common area after the student has vacated the room will be disposed of by the manager.

Initials.

Student / I have read and understand this clause

Responsibility for bicycles and possessions: CHI will make best efforts to provide for the security of bicycles and possessions, however, CHI is not responsible for the theft or damage of such personal possessions.

Initials.

Student / I have read and understand this clause

Move-in Costs. The following move-in costs are due and payable in full prior to taking occupancy of the apartment:

| Charge | | Amount |
|--|------------------------------|---------------|
| Rent From: | To: | \$ |
| Rent From: | To: | \$ |
| Security Deposit | Refundable | \$400.00 |
| Application and Set Up Fee | | \$195.00 |
| 3% convenience fee for Credit cards and PayPal | | |
| | | |
| | | |
| | | |
| | TOTAL DUE FROM TENANT | \$ |

Addendums. There may be additional addendums to this lease regarding fire safety, mold, acknowledgement of translation and a crime and drug free addendum and acknowledgement of translation which the student will be given upon arrival and agrees to abide by.

Security Deposit: The security deposit cannot be used to pay rent. It is held in a separate account.

Fair Housing Law: We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, handicap, or familial status (having children under age 18). Any complaints concerning possible violations of the Fair Housing Law should be directed to Joel Crosby, Crosby Management, LLC, 4102 S Regal, Suite 201, Spokane, WA 99223. He may also be reached at 509-991-2312 during regular business hours.

Legally Binding Document: In signing this lease you indicate you understand this is a legally binding contract that cannot be broken without fulfillment or penalty.

Initials:
 Student / I have read and understand this clause

Student

Signature _____ Date _____

CHI-PORT ANGELES, LLC

Signature _____ Date _____

Title _____

CHI Port Angeles
Port Angeles, Washington 98362

MOVE-IN/MOVE-OUT INSPECTION INVENTORY
(Statement of condition, cleanliness and existing damage to premises.)

Room # _____

MOVE-IN INSPECTION REPORT (Complete and return to office within 3 days of move-in.)

Kitchen

Bathroom

Bedroom

Walls & Ceilings

Floors / Carpet

Windows / Doors

Blinds

Electric Fixtures

Closets

Smoke Alarm

Access Cards Issued

I understand that all discrepancies other than those noted above will be the Tenant's responsibility and will be deducted from the security deposit at the time of move out.

Apartment Manager

Date

Tenant

Date

Tenant

Date

MOVE-OUT INSPECTION REPORT

Kitchen

Bathroom

Bedroom

Walls & Ceilings

Floors / Carpet

Windows / Doors

Blinds

Electric Fixtures

Closets

Smoke Alarm

Access Cards Returned

TOTAL COST FOR CLEANING AND REPAIRS \$ _____

Apartment Manager

Date

Tenant

Date

Tenant

Date

Parental Guarantee of Housing

Please be advised that I, _____, parent or guardian of _____, personally guarantee to CHI Port Angeles, LLC the full amount of rent and utilities agreed to in the attached CHI lease agreement, and agree to allow CHI or its assigns to conduct a credit check, and to verify all information I provide. I further agree to allow CHI to charge my credit card below for any and all charges not paid by my child for rent, utilities, cleaning and damages to my child's apartment. I agree to maintain an open balance on this card until my child is no longer a resident at CHI. If I cancel this card, I will immediately notify CHI of a new card which can be used for the same purposes.

Parent or guardian's full name _____

Parent or guardian's signature _____

Full Address _____

Social Security Number _____

Driver's license State and Number _____

If not US citizen, please enclose copy of parent and child passports. .

Phone _____ Email _____

Parent's Employer _____

Employer's Address _____

Employer's Phone _____ Email _____

Parent's credit card number _____ Type of card _____