



WARNER PACIFIC COLLEGE
WHERE FAITH AND SCHOLARSHIP LEAD TO SERVICE

For Office Use Only	
Building Name:	_____
Apartment #	_____
Effective:	_____ to _____

RESIDENCE LIFE CONTRACT
Apartment/House Lease (Premises) and Board Plan Purchase for the Academic Year 2013-2014

I(We), undersigned person(s) (**Resident**, or collectively, **Residents**) desire to reside in the **Premises** owned by Warner Pacific College (**College**) identified in **Article II. Premises** for the academic year identified herein or the remaining portion thereof and to purchase the accompanying Board Plan identified in **Article I. Food Service**. We further agree to joint and several responsibility for all of the terms and conditions of this Residence Life Contract (**Contract**).

Resident agrees that all notices required pursuant to this Contract are effective when deposited in the campus mail or by hand delivery.

SERVICES

I. Food Service

The College provides meals on a regular basis subject to the Food Service board contract. Student I.D. cards are used as **meal cards** and **are required for service**. All board plans are developed and offered for the exclusive use of an individual student, and as such, may not be transferred in whole or in part to any other person or entity. The Platinum board plan includes \$300 of flex dollars that may be used; 1) to purchase guest meals in the main dining hall, 2) for purchases at Tabor Grind. The Gold board plan includes \$115 of flex dollars that may be used : 1) to purchase guest meals in the main dining hall, 2) for purchases at Tabor Grind. The board contract begins with lunch the first day of Welcome Week in the fall, or the day before the first day of undergraduate classes in the spring and ends with the evening meal of the last day of examinations. There is no meal service available during the Thanksgiving, Christmas, Spring, or Summer breaks. Any unused flex dollars or unused meals at the close of an academic year are forfeited and may not be carried forward to an ensuing registration period. Unused meals or flex cash from Fall semester will carry over to Spring semester provided a Spring semester Plan is purchased. Groceries may not be purchased with unused flex dollars or unused meals from the dining hall. Board Plans are required in the Tabor Terrace Apartments, Division Street Apartments and Houses. Students that shorten the term of this contract for any of the following reasons: 1) withdrawal from the College, 2) graduation, 3) participation in a college sponsored study abroad program, 4) taking a leave of absence, or 5) an ineligibility to continue enrollment for failing to meet academic requirements may receive a prorated Board Plan refund. Refunds are based on the percentage of the semester completed not on the number of meals used.

Board Plans: (Select One per person, record student identification number)

Platinum meal plan (required for Sophomore residents);

ID# _____, ID# _____, ID# _____, ID# _____, ID# _____.

Gold meal plan (required for Junior and Senior residents)

ID# _____, ID# _____, ID# _____, ID# _____, ID# _____.

II. Premises (Select One)

Mary Husted Hall Apartments; 2225 SE 66th Avenue, Portland, OR 97215

Apartment # _____; \$6,500 per semester.

Pearl Lewis Hall Apartments; 2219 SE 66th Avenue, Portland, OR 97215

Apartment # _____; \$6,500 per semester.

Warner Monroe Hall Apartments; 2231 SE 66th Avenue, Portland, OR 97215

Apartment # _____; \$6,500 per semester.

Division Street Apartments; 6517 through 6547 Division Street, Portland, OR 97215

Apartment # _____; \$3,520 per semester one bedroom unit.

Apartment # _____; \$4,265 per semester two bedroom unit.

Five Plex; 2340-2348 SE 70th Ave, Portland, OR 97215
Apartment # _____; \$4,265 per semester one bedroom unit.
Apartment # _____; \$5,360 per semester two bedroom unit.
Duplex; 2229 & 2227 SE 70th Ave, Portland, OR 97215
2251 & 2255 SE 70th Ave, Portland, OR 97215
Apartment # _____; \$5,825 per semester two bedroom unit.

Saxon; 6555 SE Division St. #1-6, Portland, OR 97215
Apartment # _____; \$7,245 per semester two bedroom unit.

Adams House; 2309 SE 70th Avenue, Portland, OR 97215.
\$7,015 per semester

Clackamas House; 2323 SE 70th Avenue, Portland, OR 97215.
\$7,910 per semester

Jefferson House; 2219 SE 70th Avenue, Portland, OR 97215.
\$2,305 per resident (6 residents required).

Tabor House; 2241 SE 66th Avenue, Portland, OR 97215.
\$8,760 per semester.

Willamette House; 2331 SE 70th Avenue, Portland, OR 97215.
\$7,910 per semester.

TERMS AND CONDITIONS

Abandonment

The Resident agrees that any personal property, including but not limited to, goods, bicycles, or motor vehicles, left after termination of the occupancy for any reason, will be considered abandoned and waives any right to any recovery from the College, either of the abandoned property or compensation for such abandoned property.

Assignments

1. The College agrees to assign space and provide services only after the applicant has paid his/her Reservation Deposit of \$250 (**Deposit**), and properly signed and returned the Contract together with payment of the rent as provided herein.
2. Assignments are issued by the Office of Student Affairs based on available space.
3. The Office of Residence Life will make reasonable efforts to honor Resident's request for accommodations, however, Resident understands and agrees that interpersonal relationship circumstances may prevent accommodating Resident's request for a Double occupancy room, in which circumstance Resident agrees that this contract shall revert to a Single occupancy room, if available.
4. In the event of unforeseen emergencies or other situations, a residence may be closed and residents may be required to move from their original assignment.
5. The College reserves the right, in its sole discretion, to immediately assign or reassign space for the benefit of residents or the living unit. If the need for reassignment does not reasonably require reassignment to a living space with higher rent, no increase in rent shall result from reassignment of space. Resident may request such reassignment by written notice to the Office of Residence Life and agrees to pay any increase in rent that may result from a requested reassignment.

Check-In/Out

Resident is responsible for checking in and out of the Premises as directed by the Residence Life staff. Resident is encouraged to complete a room conditions inventory (RCI) and return it to the Office of Student Affairs upon check-in for Resident's own protection. Prior to the end of the lease term, Resident agrees to return the Premises to its original condition at the commencement of the Contract, reasonable wear and tear excepted. Reasonable wear and tear is understood to mean the gradual deterioration resulting from ordinary use, lapse of time, and the operation of the elements, in spite of the student's care. A proper checkout includes the removal of all personal items, completing all Residence Life check-out expectations, a completed and signed checkout form, and the return of all keys. **Failure to properly check in/out of the Premises within**

24 hours of arrival/departure will result in forfeiture of the Reservation Deposit and an improper checkout charge of \$25 for every 30 minutes after the scheduled checkout time.

Deposit

Each resident is required to place the Deposit on account before the occupancy date to reserve the Premises. Upon Resident's occupancy of the Premises, the Deposit shall remain on account, without accruing interest, as surety for any damage or cleaning charges. Resident agrees to maintain the Deposit amount at all times during the term of this lease and, in the event any or all of the Deposit is consumed by charges for fines, damages or other costs, Resident agrees to immediately place sufficient money in the account to restore the required deposit amount. The Deposit will be refunded after the Premises has been jointly inspected by a Residence Life staff member and a Facilities Services staff member and the Premises meets **all cleaning and maintenance specifications at the proper check out time.**

Entry into the Premises

It is the College's policy to respect each Resident's right to privacy in his/her residence. The College agrees to give reasonable notice prior to entering a residence for routine maintenance and inspection. The Resident will not unreasonably withhold consent to Warner Pacific College or its designee(s) to enter a residence in order to inspect the Premises, or make reasonable or needed repairs or improvements.

College personnel and/or their authorized designee(s) may enter the Premises without notice for an emergency, maintenance work, fire and life safety inspections, fire drills, insuring compliance with health and safety standards, inspection in connection with a reasonable cause to believe there have been violations of College policy or state or federal law on the Premises, or to check the status of the Premises.

If the Resident has not completely vacated the Premises within three (3) days following the end of the Contract term, Residence Life personnel and/or their authorized designee(s) may enter the Premises without notice and may remove any or all personal items that have not been removed by the exiting Resident.

By submitting a work order to a college staff member to make repairs to a residence, the Resident gives permission for the Maintenance Department and College staff to enter the Premises to accomplish the requested repairs even if the Resident is not present.

Furnishings

College houses and apartments are not furnished. Bunk beds may be rented at the Office of Student Affairs for an additional charge.

Indemnity

Resident agrees to hold the College harmless from any liability, suit, action at law, or other claim resulting in any manner from an injury to the Resident or the Resident's guest or invitees or any damage to Resident's property while living in an apartment or house, unless the injury is caused by the sole negligence of the College or its authorized agents.

Keys

Resident agrees to keep the Premises locked at all times. Resident acknowledges receipt of a key to her/his residence and her/his responsibility for its safekeeping throughout the term of the Contract and for its safe return upon checkout. Resident agrees to not loan her/his residence key to anyone for any purpose. If a key is lost, stolen, or not returned at checkout, Resident will immediately pay the cost of replacing the lock at the then-prevailing rate for commercial replacement of said lock(s).

Loss of or Damage to Personal Property

Resident and the College agree that College shall not be held liable or responsible in any way for the loss of or damage to money, valuables, or other personal property of Resident or Resident's guests or invitees, or for personal injury sustained on the Premises during the term of occupancy. The College is not liable for damages of any kind caused by the lack of heat, refrigeration, or other services to the Premises arising out of any accident, act of nature, or occurrence beyond the control of the College.

Maintenance and Use

1. **Use:** The Premises shall be used only as a dwelling unit. Residents will use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, and other facilities or appliances on the Premises. Bicycles, scooters, or other transportation equipment may not be stored inside the Premises.
2. **Repair and Upkeep of the Premises.** Tenant will, at its sole expense, keep and maintain the Premises in good and sanitary condition during the term of this Contract. Without limiting the generality of the foregoing, Tenant agrees as follows: to keep the Premises in a reasonably clean and sanitary condition; to properly dispose of all rubbish, garbage, and other organic or flammable waste regularly; not to intentionally or negligently destroy, deface, damage, repair, or remove any structure or fixtures located on the Premises and surrounding property belonging to the College, nor permit any invitee, licensee, or any other person under its control to do so. Resident is responsible to repair clogged waste pipes, bathtubs, toilets, or washbasins and for replacing light bulbs.
3. **Damage/Destruction:** Resident is responsible for all damages to the Premises and the Premises equipment and appliances that is caused by willful misconduct or negligence of Resident or Resident's guests or invitees. Damage as used in this clause and elsewhere in this Contract does not include reasonable wear and tear caused by normal usage. Damage or loss within a room, house, or apartment is the joint responsibility of the occupants. Any cost incurred to repair and/or clean public or shared areas will be equally split and assessed to the entire living group of Residents if the person(s) responsible is/are not identified. Each Resident is responsible for reporting any damages or maintenance needs to their Residence Life staff member immediately so repairs can be made in a timely manner. All fines and costs for repair of damages will be assessed according to the Damages and Fines Cost Sheet, a copy of which is available upon request.
4. **Malfunctions/Tampering/Alterations:** Residents must report all equipment malfunctions, failure of essential services, or repair needs to their Residence Life staff member. Residents or Resident's guests shall not tamper with the heating system, refrigerator (or other appliances) locks, entrance or hall doors, lights, smoke detectors, or make any alterations of any kind to the Premises.
5. **Smoke Detectors:** Residents must immediately report any malfunction of the smoke detectors in the Premise to their Residence Life staff member and will not attempt to repair such smoke detectors themselves.
6. **Vehicle Repair:** Motor vehicle repairs are not permitted on the Premises. Motor vehicle parts may not be stored in living units. Inoperable or dismantled vehicles are not allowed on the Premises or College property. Abandoned vehicles will be removed at the discretion of the Director of Facilities Services. Resident approves the removal of any such abandoned vehicle by the College without liability to the College of any kind, nature, or cause.
7. **Common Areas:** Residents shall not leave bicycles, motorcycles, scooters, or other personal property in the common areas. Residents may not affix any decal, poster, or sign to the exterior of the Premises. Signs or posters may not be placed in the yard area without prior permission from the Area Coordinator or Director of Student Life.

Parking

Signing this Contract Agreement does not guarantee eligibility for parking or availability of parking in College lots near the College residences. Residents are required to register their automobiles with the Office of Campus Safety, which requires the purchase of a parking permit, which identifies the designated parking lot. Resident agrees to abide by the parking rules and regulations established by the College.

Payment

Resident agrees to promptly pay the rent and all properly billed charges (i.e. for damages, fines, guests, lost keys, etc.) at the time(s) and place(s) stipulated by the College. Charges are applied to the Resident's account and paid through Student Financial Services. Failure to pay the rent and other charges in Student Financial Services may result in termination of this Contract by the College.

Cancellation

Residents may shorten the term of this contract for any of the following reasons: 1) withdrawal from the College, 2) graduation, 3) participation in a college sponsored study abroad program, 4) taking a leave of absence, or 5) an ineligibility to continue enrollment for failing to meet academic requirements. Truncation of the contract for any of the above reasons will result in an adjustment to costs in accordance with the College refund policy plus a \$500 early termination penalty per resident.

Cancellation of this Contract prior to the start of the Contract term will result in a \$250 cancellation penalty. A Contract that is cancelled within the first seven calendar days of the semester will receive a 100% refund and a \$500 early termination penalty per resident. Refunds are not provided if the Contract is cancelled after the first seven calendar days of the semester.

Relocation and Termination

1. Warner Pacific College reserves the right to terminate this agreement at any time in its discretion, with no less than 3 days' notice to the Resident, except as otherwise provided herein.
2. If Resident fails to make any rent or other payment under this Contract within ten (10) days after written notice to Resident that it is due, the College may terminate the Contract with 3 days' notice to the Resident.
3. For the benefit of the individual Resident and/or the community, behavior that disrupts individuals or the community will be grounds to relocate Resident to another assignment or to cause the Resident to vacate the Premises and terminate the Contract (i.e. disorderly conduct, harassment, unreasonable noise, violation of Residence Life policies or expectations) with 3 days' notice. If the Resident threatens to inflict, or actually inflicts personal injury or substantial damage to the Premises, commits an act that is a significant disruption to the community, or commits any act that is outrageous in the extreme on the Premises or in the immediate vicinity of the Premises, as that term is defined by ORS 90.396(f), then on behalf of the College the Director of Student Life has the right, in its discretion, to immediately terminate the Contract upon notice and require the Resident to vacate.
4. Failure to comply with instructions to vacate after termination or relocation by College may result in the removal and storage of the Resident's possessions at the Resident's expense.

Safety and Security

Resident understands that College is an open campus in the middle of an urban area. Resident further acknowledges her/his ultimately responsibility for personal safety and the security of her/his personal belongings. Resident acknowledges that a 24 hour escort service is available through Campus Safety at (503.250.1730).

Severability/Non-Waiver/Remedies

The Terms and Conditions of this Contract are intended to comply with all laws applicable to the College. If one or more of the provisions of this Contract, or the applicability of any such provision to a specific situation, is held invalid or unenforceable in a court of law, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other application of any such provisions will not be affected thereby. The failure of the College to exercise any right or remedy available as a result of the Resident's breach of any term, covenant, or condition of this Contract does not constitute a waiver by the College of any such right or remedy. The receipt of rent by the College with the knowledge of the breach of any term, covenant or condition of the Contract will not be deemed a waiver of such breach. Remedies of the College under the terms of this Contract are not exclusive of any other rights or remedies available at law or in equity, including, but not limited to, monetary damages accrued and for the remainder of the lease term.

Telephone and Service

During the occupancy period Resident will have access to the college computer network. Resident may gain access to the campus computer network by application for such privilege in the Information Services Department. **Residents in campus houses, the 5-Plex, and the Duplex do not have access to the hardwire computer network but do have wireless service.**

Term of Occupancy

The Contract term is for the full 9-month academic year, or starting _____ if entered into after the start of the academic year. There may be no reduction in cost for late arrival or early departure. Occupancy is only permitted after signing a Contract agreement and paying the rent as provided therein. Occupancy obligates the resident to all of the terms and conditions of the Contract.

- The period of occupancy for this Contract begins Thursday before the start of fall classes.
- The period of occupancy for this Contract ends at 2:00 PM Sunday after the last day of spring final examinations.

Residents who do not enter into a new Contract are required to vacate the Premises no later than 2:00 PM the last day of the Contract term.

Subletting and Assignment

Resident shall not assign this Contract, or sub-let the Premises or any part thereof without the prior written consent of Office of Student Affairs. The College will not consent to an assignment or sub-let to anyone who is not currently a student at the College. A consent by the College to one such assignment or sub-letting shall not be deemed to be a consent to any subsequent assignment or sub-letting. An assignment or sub-letting without the prior written consent of the College or an

assignment or sub-letting by operation of law shall be absolutely null and void and shall, at College's option, terminate this Lease.

Utilities

The cost of utilities (electricity, gas, water, sewer, and rubbish removal) is included in the rental rate.

Insurance and Waiver of Subrogation

The College shall be responsible for insuring the Premises. If Resident chooses to have insurance covering Resident's personal property located on the Premises, Resident shall be responsible for the cost of such insurance. Neither the College or the Resident shall be liable to the other for any loss or damage sustained by such party that is insurable under a property damage insurance policy with all risk endorsements, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss. Each party shall procure an endorsement on the property insurance policies described in this section, if available from the insurer, pursuant to which the insurer shall waive any right of subrogation against the other party or consent to a waiver of any right to recovery against other party, its officers, agents and employees.

[signatures on next page]

Signature Page

I(We), the undersigned, have read, understand, and accept this Contract and its terms and conditions without modification. I(We) understand that my(our) signature(s) on this Contract means that **I(we) agree to abide by all the terms and conditions** set forth in or incorporated by reference into this contract as well as to the rules and regulations governing Residents at Warner Pacific College set forth in the Squire and in published College policies and manuals.

NAME (Print): _____ ID# _____ DATE OF BIRTH: ____/____/____
 Last First Middle

NAME (Print): _____ ID# _____ DATE OF BIRTH: ____/____/____
 Last First Middle

NAME (Print): _____ ID# _____ DATE OF BIRTH: ____/____/____
 Last First Middle

NAME (Print): _____ ID# _____ DATE OF BIRTH: ____/____/____
 Last First Middle

NAME (Print): _____ ID# _____ DATE OF BIRTH: ____/____/____
 Last First Middle

NAME (Print): _____ ID# _____ DATE OF BIRTH: ____/____/____
 Last First Middle

I have read and accept the terms and conditions of this Residence Life Contract.

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

WARNER PACIFIC RESIDENTIAL RULES AND EXPECTATIONS

These Rules and Expectations are part of the Warner Pacific Residence Life Contract.

The following are rules and expectations shall be observed in College residences or on College property. Violations may result in fines, disciplinary action or removal from the Premises or from active student status at the College.

1. Residents shall abide by any published College policy or procedure including but not limited to the Community Covenant or any local, state, or federal law.
2. Corridors must be kept free of personal property and furniture for fire code and safety reasons. Fire inspection fines will be charged to students for any fire code violations. Misuse or tampering with fire safety equipment or fire-fighting equipment including the removal of smoke detector batteries or door closures will result in fines up to \$250 and disciplinary action. Hot plates, space heaters without automatic shut offs, and halogen lamps without safety cages are not permitted due to increased risk of fire.
3. Residents will stay off the roofs of all College buildings, including residences. Violations will result in disciplinary action and/or a fine up to \$50.

The following are prohibited in College residences or on College property:

4. The use, sale, distribution, possession, or being under the influence of narcotics, illicit drugs, alcohol, or tobacco;
5. Commercial use of any part of a residence facility or grounds, or solicitation anywhere on the Premises by Residents or Resident's guest(s);
6. The presence of cats, dogs and other pets with the exception of fish or a turtle in the Premises (which are the Resident's responsibility at all times) is prohibited. In the event a pet is discovered in a house or apartment, each Resident will forfeit the refundable Reservation deposit and each resident will be fined an additional \$50;
7. The possession of dangerous weapons including but not limited to slingshots, firearms (including BB guns), knives, explosives (firecrackers, fireworks, dangerous chemicals or propulsion devices). A weapon includes: a) any item or instrument defined as a weapon by local, state, or federal law, b) an item designed to cause injury or incapacitate another person, c) any item used to harass, threaten, intimidate, assault, or batter another person, d) any item the College deems as dangerous;
8. The installation of or tampering with outside antennas, cables of any kind, or DSS equipment;
9. The unauthorized possession, use, reproduction or sale of keys to College facilities;
10. Removing beds, College furniture, or appliances from the residence;
11. The painting of any residence;
12. Noise at any time of the day or night, which significantly disturbs other residents;
13. Violation of the established Open House Visitation Hours (see the Squire for specific times for each living area on campus);
14. Pranks are not allowed if any of the following occurs: invasion of privacy, damage to a residence or other college-owned property, disruption to the regular operation of the College; and
15. The accessing, use, sale, distribution, or possession of explicit sexual material.