

Academic Year 2010-2011

Residential Housing, 800 Hensley Creek Road, Ukiah, CA 95482
LICENSE FOR USE OF HOUSING FACILITIES
Academic Year 2010-2011 (August-May)

NAME: (Last) _____ (First) _____ (MI) _____

STUDENT ID #: _____ EMAIL ADDRESS: _____

ADDRESS: (Street) _____ (City) _____

(State) _____ (Zip) _____

HOME PHONE: (_____) _____ CELL PHONE(_____) _____

I, _____ (RESIDENT), in consideration of the assignment of student housing facilities at 800 Hensley Creek Road, Ukiah, CA, do hereby agree to occupy a space as assigned by the LANDLORD in one of the Residential Facilities, and to keep, perform and fulfill the conditions and agreements as expressed herein and in attachments.

1. **TERM**

The term of this License shall be from 8:00am, Sunday, August 1, 2010 to noon, Monday, May 30, 2011.

2. **FEES:**

A. Residential Facility Fees for 2010-2011:

Security Deposit (already paid, held for damage, cleaning etc) (deposit not applied toward payment)	\$ 250.00
Activities Fee (used at the discretion of the Landlord)	\$ 50.00
*Double Occupancy (303 days @ \$11.56 per day)	\$3,502.68
Single Occupancy (if available) (303 days @ \$14.86 per day)	\$4,502.58

THERE ARE THREE PAYMENT OPTIONS AVAILABLE, SEE PAYMENT PLAN CONTRACT AND PROMISSORY NOTE ON PAGE 4 OF THIS CONTRACT

1. Check one of the following payment options:

- Pay in full (see “pay in full” rate listed on page 4)
- Use payment plan (see payment plan on page 4)

2. Check one of the following room options:

- Double occupancy (this means you will have a roommate – see rate above)
- Single occupancy (no roommate, but higher rental rate – see rate above)

*Double occupancy rates apply even when more than one roommate

B. The two-hundred dollar (\$250.00) Security Deposit and fifty dollar (\$50.00) Activities Fee are required for all RESIDENTS. The Security Deposit may be applied by the LANDLORD toward reimbursement for any cost incurred because of the Resident's violation of this agreement, including room and/or equipment damage, cleaning, lost or damaged keys and nonpayment of fees. The \$250.00 Security Deposit will be refunded to the originator if there is no outstanding debt when the Resident property and formally vacates the Residence, and there is no damage to the room or common areas. Additional charges may be incurred after final inspection by the LANDLORD. The Activities Fee is used at the discretion of the LANDLORD for Residential Housing programs, equipment, supplies and activities for the students.

C. If you have been approved for **financial aid** or are applying for financial aid, your financial award letter must be issued no later than July 31, 2010 otherwise you will still be responsible for making your own down payment prior to check-in. If the award letter or down payment is not received by July 31, 2010 you will forfeit your occupancy to someone on the waiting list. **Out of state students are required to make the down payment regardless of financial aid approval, due to higher out of state tuition costs.**

D. ALL RESIDENTS, including financial aid recipients, who do not pay in full in advance, are required to sign the payment plan contract and the promissory note included in this license agreement. If the student is under the age of 18, an adult co-signer must also sign the promissory note.

E. The RESIDENT and co-signer are financially responsible for all monies owed to the LANDLORD. It is the responsibility of the RESIDENT to inform the co-signer of his or her financial responsibility should the RESIDENT be unable to meet his or her financial responsibilities. The LANDLORD may terminate a RESIDENT's License if fees are not paid according to the payment schedule.

Initials: _____

STANDARDS

The RESIDENT must be a registered Mendocino College student enrolled in a minimum of twelve (12) units, and must make satisfactory progress as defined in the Mendocino College Policies during the year. Students residing in the residence must be in good financial, discipline and academic standing. Failure to meet these standards is cause for termination.

Initials: _____

TERMINATION OF LICENSE

A. Prior to occupancy, at least 30 days or more before the start of this agreement, all prepaid student housing fees are refundable less a cancellation charge of two-hundred dollars (\$200.00) provided that a written notice is received by the LANDLORD. Telephone or postmarks do not meet this requirement. No refund of housing fees will be made except as set forth herein; provided, however, that special circumstances may be appealed to the LANDLORD.

B. Prior to occupancy, but less than thirty (30) days prior to the start of this agreement, refunds will be made on a case by case basis as determined by the LANDLORD, less a cancellation charge of two-hundred dollars (\$200.00). Extraordinary circumstances such as verified accidents and medical illnesses and other circumstances beyond the control of the student may meet these criteria.

C. After occupancy, the resident will be responsible for all student housing fees for the entire license agreement, and/or a two hundred (\$200) termination fee, regardless if whether the resident terminates residency, the LANDLORD evicts the resident for cause in accordance with this license, or if the termination is considered mutually agreeable in the best interest of the LANDLORD and the resident. All unpaid balances must be paid by the RESIDENT or co-signer in accordance with the payment plan. Failure to make payment will result in the debt being referred to a collection agency. **Initials:**_____

CAUSE FOR TERMINATION OF LICENSE

A. My initials verify that I have been provided a copy of the Residential Housing policies, regulations and rules. My failure to comply with this license agreement and all Residential Housing policies, regulations and rules may be cause for termination of this license agreement.

Initials:_____

INVENTORY/ROOM CONDITION

A. The Landlord will provide a move-in room condition form to the RESIDENT upon possession of the assigned room space. The RESIDENT will indicate on the form whether the room is in good and sanitary condition. The RESIDENT is further responsible for signing and returning the move-in room condition form to the LANDLORD within twenty-four (24) hours. He or she will be charged for all damages present in the space at termination of occupancy. The RESIDENT is responsible for the condition of both the interior and exterior of the room, door, and windows, even if they are damaged from the outside and the common areas of the residence. When the RESIDENT returns possession of the space to the LANDLORD, the RESIDENT will return the premises in the same condition as when received, reasonable wear expected.

B. When possession of the space is returned to the Landlord at the termination of this License, the Landlord and RESIDENT will conduct a joint inspection of the room and common areas. The RESIDENT must, within one (1) week prior to vacating the space, arrange a mutually convenient time during normal business hours for the inspection. Failure to do so or to attend the arranged time will relieve the LANDLORD of any obligation to make an inspection in the RESIDENT's presence. At the time of the inspection, the LANDLORD will prepare a list of damages or cleaning charges, if any, to be deducted from the \$250.00 Security Deposit. **Initials:**_____

LENGTH OF LICENSE/VACATING PREMISES

The signing of this License obligates the RESIDENT for the full 10 month school year. Termination of this License or the RESIDENT’S abandonment of the premises will not release the RESIDENT from paying any obligation due the LANDLORD, or the fee for the entire License period. The RESIDENT will promptly vacate the premises upon expiration of this license or upon termination under the provisions of this license. The RESIDENT will leave the premises in a neat, clean, undamaged condition, normal wear accepted. If the RESIDENT fails to do so then the LANDLORD will charge the resident for the cost of restoring the room to that condition. Departure from the residence must be formalized by checking out with the LANDLORD or designee at the agreed upon date and time. **Initials:**_____

RELEASE OF INFORMATION

I authorize the LANDLORD to discuss my financial obligations/commitments with my parents/guardians/or payee as needed. **Initials:**_____

I understand false or incomplete information may result in the termination of my License Agreement:

Resident’s Signature _____ Date _____

Parent or person legally/financially responsible _____ Date _____

Landlord/Designee _____ Date _____

Residence Payment Plan Contract and Promissory Note

Payment Options

*Double Occupancy Rates		Single Occupancy Rates	
Double Occupancy 303 days x \$11.56	\$3,502.68	Single Occupancy 303 days x \$14.86	\$4,502.58
Mandatory activities fee	\$50.00	Mandatory activities fee	\$50.00
Pay in full no later than July 31, 2010 to save \$500.00 and avoid the 3% finance fee		Pay in full no later than July 31, 2010 to save \$ and avoid the 3% finance fee	
OR use the payment plan		OR use the payment plan	
payment plan incurs a 3% finance fee of	\$105.08	payment plan incurs a 3% finance fee of	\$135.00
Payment Plan:		Payment Plan:	
Minimum down payment for move-in	\$800.00	Minimum down payment for move-in	\$1,200.00
Down payment includes the \$50 activities fee		Down payment includes the \$50 activities fee	
Down payment includes the 3% finance fee		Down payment includes the 3% finance fee	
Total due on or before July 31, 2010	\$800.00	Total due on or before July 31, 2010	\$1,200.00
Remaining Balance	\$2,702.68	Remaining Balance	\$3,302.58
Remaining Balance to be paid in 3 payments		Remaining Balance to be paid in 3 payments	
1 st payment due no later than Nov 5, 2010	\$775.00	1 st payment due no later than Nov 10, 2010	\$850.00
2 nd payment due no later than Jan 19, 2011	\$1,000.00	2 nd payment due no later than Jan 18, 2011	\$1,500.00
3 rd payment due no later than Apr 5, 2011	\$927.68	3 rd payment due no later than Apr 13, 2011	\$952.58
*Some rooms at housing facility accommodate up to 4. Double occupancy rates still apply.			

Payment in full or the initial down payment, listed above must be submitted by the due dates above via check or money order to the Landlord of student housing or it may be delivered in person to 495-A East Perkins Street, Ukiah, CA 95482. All subsequent payments can be submitted via check or money order by the due date listed to 495-A East Perkins Street, Ukiah, CA 95482. Proof of payment is to be delivered to the Landlord. Failure to pay your balance- on time, could result in termination of your housing contract. **Note: We accept check, cash, money orders, cashier's checks or PayPal. Your License Agreement must be entered into the system by the Landlord before payment can be made and the License Agreement cannot be entered unless the student is registered through Mendocino College. Note: payments are accepted anytime in any amount as long as the minimum amount due is paid by each of the due dates.**

If you have been approved by financial aid (FA) or are applying for FA, you must give a copy of your award letter to the Landlord no later than July 31, 2010 otherwise you're still responsible for making your own down payment prior to check-in. If the award letter or down payment is no received by July 31, 2010 you will forfeit your occupancy to someone on the waiting list. Out of state students are required to make the down payment regardless of financial aid approval, due to higher out of state tuition costs.

Promissory Note

I promise to pay by the due dates listed, all the amounts owed on the payment schedule shown above. I understand that unless payment is received in full as agreed to in the conditions of the License, my account will be sent to collections, the Credit Bureau will be notified and I will be held responsible for all collection costs and that my Housing License may be terminated. Under a penalty of perjury, all information provided is correct and true to the best of my knowledge.

Student Signature

Date

Co-Signer or Responsible Person Signature

Date

