

## NuHouse 640 Housing Contract 640 N. E. Campus St., Pullman, WA 99163

The undersigned \_\_\_\_\_ (Hereinafter called Resident), agrees this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, to rent from NuHouse, (hereinafter called Landlord), the premises located at 640 N. E. Campus St. in Pullman Washington, including room and board, for the academic year 20010-2011. By signing this contract, Resident agrees to the following terms:

1. **TERM:** The term of this contract is for the period from August 19, 2009 to May 8, 2010. Resident realizes that they are committed to the living situation for the contract term.
2. **ROOM ASSIGNMENT:** Resident understands that room size ranges from one to four (1-4) occupants.
3. **BOARD:** Landlord will provide, at the option of the Resident, one of two meal plans. These plans are listed in Section 5. If a plan is not selected by a Resident, the landlord will supply the Resident dinner under Meal Plan B at the cost listed in Section 5. Meals will be provided according to Resident's selected plan with the exception of the following recesses in the Washington State University academic calendar.

Veteran's Day: November 11	Presidents Day: February 14
Thanksgiving break: November 21-28	Spring break: March 13-20
Christmas break: December 19 through January 10	Labor Day: September 6
Martin Luther King Holiday: January 17	

4. **TELEPHONE AND UTILITIES:** Internet jacks are provided in each room as well as wireless throughout the house. Resident will agree to sign and abide by the Computer Use Policy for NuHouse 640. The house phone line provides for local calls and is located on the main floor. Phones lines will not be provided in each room. If Resident desires long-distance service Resident may obtain a calling card or other means of pre-paying long-distance calls from the premises. Landlord shall pay public utilities charged against the premises except that Resident will be responsible for applicable long distance, toll, and per-use charges. Residents are responsible for computer networking within rooms and shall not install routers. Resident is responsible for maintaining adequate virus protection and security.
5. **ROOM AND BOARD FEE:** Resident's room and board fees for the academic year can be paid in one installment, two semester installments or in nine monthly installments. See Payment Table below. Checks shall be made payable to NuHouse 640 and deposited into the house rent box by 5p.m. on the 1st day of each month payment is due or mailed to Heritage Realty, 1045 N. Grand Ave, Pullman, WA 99163. Payment must be postmarked by the 4th day of each month to avoid late fee.

### Rent and Utilities

	<u>Per Month</u>	<u>1 installment</u>	<u>2 installments</u>	<u>9 installments</u>
<b>Single</b>	\$625	\$5,625	\$5,709 \$2,855 Each	\$644
<b>Double</b>	\$575	\$5,175	\$5,253 \$2,626 Each	\$592

Note = First installments for both room rent and meal plans are due by August 1st. A \$200 reservation deposit is due upon approval of applicant; deposit will be applied to the security/damage deposit.

If you pay one installment for the entire year on a single, you will receive a \$169.00 discount. If you pay two installments (one per semester) on a single, you will receive a discount of \$85.00.

If you pay one installment for the entire year on a double, you will receive a \$155.00 discount. If you pay two installments (one per semester) on a double, you will receive a discount of \$77.00

### Meal Plans

	<u>Per Month</u>	<u>1 installment</u>	<u>2 installments</u>	<u>9 installments</u>
<b>Meal Plan A</b>	\$350	\$3,150	\$3,196 \$1,598 Each	\$360
<b>Meal Plan B</b>	\$185	\$1,665	\$1,710 \$855 Each	\$195

<p><b>Meal Plan A</b> = Breakfasts - Monday through Sunday Lunches - Monday through Friday Dinners - Monday through Thursday</p>	<p><b>Meal Plan B</b> = Dinners – Monday through Thursday</p>
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Note = Meal plans are optional at NuHouse 640. Students may prepare their own meals at the Breakfast Bar in the Dining Room, or sign up for meal plans.

6. **LATE CHARGE:** Resident understands that if payment is past due beyond the fourth (4th) of the month there will be a Twenty Dollar (\$20)

charge on the 5th and five dollars (\$5) per day thereafter until paid. If a check is returned for any reason there will be a Forty Dollar (\$40) NSF charge, in addition to any late charges. All late room and board fees must be mailed to the address on the bottom of this contract. Payments received or post marked after the 4th will be subject to the stated late charges. Payments received after the 4th that do not include the correct amount of late charges will be returned to Resident and continue to accrue late charges until the correct amount is received. In the event Landlord accepts partial payments, such acceptance shall not be construed as a waiver of the Landlord to seek applicable late charges or other unpaid amounts.

7. **SECURITY/DAMAGE DEPOSIT:** Resident agrees to pay the sum of \$200.00 as a Security/Damage Deposit for the performance of obligations hereunder. If Resident terminates prior to the fulfillment of this contract, the Landlord has the option of treating such Deposit as forfeited, but such forfeiture does not limit the Landlord's rights or Resident's obligations. Resident understands that all or a portion of the deposit may be retained by the Landlord when Resident moves out and that a refund of any portion of the Deposit to the Resident is contingent on the Room Condition Report(s) and House Condition Report(s). (See section 9) An automatic \$25 cleaning fee will be deducted.
8. **FURNISHINGS AND RESPONSIBILITY FOR COMMUNITY PROPERTY:** Landlord will furnish Residents with a single bed, desk, chair, overhead light, and closet space. Residents must provide their own study lamps, linens, dresser and other furnishings. Free laundry facilities are available to the residents for residents' use only. Pets are not allowed on the premises. Upon moving in, each Resident is required to sign a Room Condition Report indicating condition of room and furnishings. Upon checkout, the residents of the room will be charged if inspection by Landlord reveals damage or uncleanlines beyond normal wear and tear to the room and or its furnishings. At any time, if individual responsibility for damage, loss or defacement to resident's room or house cannot be determined, charges will be assessed equally among all roommates and/or housemates. (See Room Condition Report)
9. **REMOVAL OF PROPERTY:** NuHouse 640 does NOT provide storage space for residents beyond their assigned room. Storage of personal property is prohibited in all common living areas. All furniture and bicycles must be taken home when Resident vacates for the summer. Any property left behind and/or improperly stored will be disposed of by Landlord at the expense of Resident. (See section 11)
10. **ALTERATIONS:** Resident agrees to do no painting or other decorating on the premises, or make any alterations, changes or additions to the residence, including but not limited to alterations to any fixtures, locks, or wiring without prior written consent of the Landlord.
11. **LIABILITY:** Resident agrees that loss, damage or theft of personal property in the premises shall be at the risk of the Resident. Resident further agrees to hold the Landlord harmless in any matter for or on account of any loss or damage sustained by action of any third party, fire, water, theft, or the elements of for loss of articles from any cause, from said premises or any other part of said buildings. Resident furthermore agrees to hold the Landlord harmless for any injury to the Resident, their family, guests, employees, or any person entering the premises, building or property of which the premises is a part, unless caused by the negligence of the Landlord, his agent or employees in the operation or maintenance of the building or surrounding property containing the premises. Resident is responsible to secure their own Renter's Insurance for their personal property and liability coverage for damage or fire caused by them or their guest's negligence.
12. **MAINTENANCE AND COMMUNITY RESPONSIBILITIES:** Resident shall maintain the premises, parking area, and yard, including furnishing, appliances, floor coverings and draperies in good order and in a clean and sanitary condition. Resident understands that there will be work duties assigned to every resident, and Resident agrees to do the work assigned in a timely manner. It is Resident's responsibility to become familiar with and comply with the house rules, including, but not limited to, those in this contract and the Community Living Agreement. (See Community Living Agreement)
13. **GUESTS:** Resident who bring guests onto the premises are responsible for informing the guest(s) of conduct appropriate to the residence and shall be responsible for the conduct of the guest(s) during their visit. Resident understands that visitation on the 2<sup>nd</sup> and 3<sup>rd</sup> floors and in the main floor and basement bedrooms, between the hours of 11:00pm and 8:am. Sunday – Thursday and between 2:00am and 8:00am, Friday and Saturday is restricted to persons of the same gender. This is in order to allow privacy and respect to fellow residents. Guests of the opposite gender may not spend the night. Guests of the same gender who wish to spend the night for more than one night must obtain written permission from Landlord. Meals may be purchased on a limited basis for a guest.
14. **TERMINATION:** This contract remains in effect until the end of the contract period. However, the Landlord may terminate the tenancy without reason, by delivering to the Resident written notice at least (20) days prior to the end of the month. In addition tenancy may be terminated immediately under the following conditions:
  - a. If Resident violates the terms of this contract, the house community living agreement or any other house rules, local, state or federal laws; or
  - b. If Resident's actions or behavior are deemed to be a threat to the health or safety of others residing in the house termination of tenancy may result. This includes, but is not limited to:

**ILLEGAL DRUGS AND NARCOTICS:** In keeping with the local, state and federal laws, the possession, use, distribution, of sale of illegal drugs is prohibited. This includes, but is not limited to, cannabis, acids, hallucinogens, barbiturates, amphetamines, narcotics and the illicit use of prescription drugs. Drug paraphernalia is also prohibited.

**SMOKING/TOBACCO:** Smoking and chewing of tobacco is prohibited in the house or on the premises.

**ALCOHOLIC BEVERAGES:** Possession and/or consumption of alcoholic beverages is prohibited on the premises.

**INTOXICATED BEHAVIOR:** Actions that create risks for one's safety, threaten the safety of others and/or detract from the community and are resulting from intoxication due to alcohol or other substance use, are prohibited.

**FIREARMS, EXPLOSIVES OR WEAPONS:** Items potentially hazardous to members of the house are prohibited. These include, but are not limited to: guns, firecrackers or other explosives, hunting weapons, live ammunition, flares, swords, slingshots, pellet guns, paint guns, and bb guns.

15. **ACCESS INTO RESIDENT'S ROOM:** Resident shall allow the Landlord access at all reasonable times to said room for the purpose of inspection or to make necessary repairs or improvements. Resident agrees that in case of emergency or abandonment the Landlord may enter the room without consent of the Resident.
16. **RULES AND REGULATIONS:** Resident agrees that the Landlord may upon thirty (30) days written notice, make such changes or additions as deemed necessary to the terms of this agreement or to the policy stated herein, including increases or decreases in the amount of the quarterly room and board fee. All other provisions of this agreement shall remain in full force and effect regardless of any change in the policy or quarterly room and board fee.
17. **GOVERNMENT REGULATIONS:** Resident shall comply with all laws, ordinances, public rules, and government regulations applicable to said premises or the use thereof.
18. **ATTORNEY'S FEES:** Resident agrees to pay all cost, expenses and attorney's fee, as allowed by law, expended or incurred by the Landlord by reason of any default or breach by Resident of any terms of this agreement.

My room rate will be based on either: **Single rate** \_\_\_\_\_ (initial) or **Double rate** \_\_\_\_\_ (initial)

I select either: **Meal Plan A** \_\_\_\_\_ (initial) or **Meal Plan B** \_\_\_\_\_ (initial). If no meal plan is selected, then the Resident automatically agrees to and will be charged for Meal Plan B. Dinners are an essential part of the community experience at NuHouse 640.

Resident agrees that the following forms are part of this agreement: **Room Condition Report** \_\_\_\_\_ (initial)

**Community Living Agreement** \_\_\_\_\_ (initial)

In witness whereof the undersigned Resident certifies they have legal capacity to enter into this enforceable contract and that they have read same and fully agree to the above terms and conditions.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_

Parent/Guardian if under 18

\_\_\_\_\_  
Date