

# HOUSING CONTRACT AND AGREEMENT

PLEASE PRINT LEGIBLY

Name: \_\_\_\_\_  
Last First Middle Date of Birth Age

Email Address: \_\_\_\_\_ Application:  Fall  Spring  Summer

Major:  Digital Arts & Animation  Game Art  Game Engineering  Software Engineering

Digital Audio Production  Digital Audio Engineering  Digital Media Management

Circle one: Year: Freshman Sophomore Junior Senior Gender: Male Female

Permanent Address: \_\_\_\_\_

City, State and ZIP: \_\_\_\_\_

Primary Phone: (\_\_\_\_) \_\_\_\_\_ [Home] [Cell] Alternative Phone: (\_\_\_\_) \_\_\_\_\_ [Home] [Cell]

Do you have access to transportation to get to and from campus? Circle one: Yes No

**(Contact Phone Number for Important Housing Announcements)**

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Number: \_\_\_\_\_

## **License Agreement and Contract:**

I (WE) HAVE READ THE ENTIRE STUDENT HOUSING LICENSE AGREEMENT AND THE ATTACHED TERMS & CONDITIONS.

I (WE) AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Signed: \_\_\_\_\_  
(Student's signature)

Signed: \_\_\_\_\_  
(Parent, guardian or guarantor for student **under 18 yrs. of age**)

## **Roommate Preferences:**

➤ Roommate Name: \_\_\_\_\_

*Please Print Clearly*

➤ Roommate Name: \_\_\_\_\_

*Please Print Clearly*

➤ Roommate Name: \_\_\_\_\_

*Please Print Clearly*

**PLEASE CHECK ONE:**

- ( ) I am under 18 years of age
- ( ) I am 18 years of age or older

Date signed: \_\_\_\_\_

**What do you do most in your free time? (choose 2):**

- Sports
- Video games
- Computer/Internet
- Television
- Socializing
- Fashion/Beauty
- Dancing
- Pleasure Reading
- Music
- Shopping
- Hike/Being Outdoors
- Working Out

**Regarding cleanliness, are you (choose one):**

- Neat Freak
- Somewhat Clean and Tidy
- Slob

**Regarding Social habits, are you mostly (choose one):**

- Introvert/Wallflower
- Extrovert/Social Butterfly
- Combo – A little bit of both

**Do you smoke?**

- Yes
  - No
- \* Smoking is not permitted in the apartments.

**Would you be able to live with someone who does smoke?**

- Yes
- No

**Would you be willing to live in a co-ed room?**

- Yes
- No

**Regarding sleeping habits, are you (choose one):**

- Morning Person
- Night Owl

**I consider myself a:**

- Light Sleeper
- Heavy sleeper
- I can sleep through anything
- Other \_\_\_\_\_

**Regarding activity/noise, are you mostly (choose one):**

- Busy/Loud
- Busy/Quiet
- Mellow/Loud
- Mellow/Quiet

**What kind of roommate do you want (choose one):**

- Busy/Loud
- Busy/Quiet
- Mellow/Loud
- Mellow/Quiet

**Regarding study habits (choose one):**

- Need quiet place to study
- Don't mind some (reasonable) noise at home
- Can study in any environment

**When I sleep I:**

- Snore
- Sleepwalk
- Sleep talk
- Windows open
- Windows closed
- Music on
- Music off
- Other sleep habits \_\_\_\_\_

**Interest/Hobbies:**

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*Please send your application & \$100 Non-Refundable Deposit  
 (Current Cogswell Housing Students: NO Deposit needed)*



## STUDENT HOUSING LICENSE AGREEMENT: TERMS AND CONDITIONS

### I. AGREEMENT AND FEES

This License Agreement is entered into between Cogswell College and the person whose name appears on the Student Housing License Agreement, hereinafter called "Licensee." In consideration for the right to occupy an assigned bed space/apartment, Licensee hereby agrees to make payments to Cogswell College in accordance with Cogswell College housing fee policy.

### II. OCCUPANCY:

Cogswell hereby grants to Licensee permission and expectation to occupy a bed space within one of Cogswell College's apartments a licensee for the fee period beginning the day immediately preceding the first day of the given semester of classes and ending the day immediately following the last day of the semester final exams, unless sooner terminated under the provisions of this License Agreement or otherwise noted in official college communication. This contract is binding for either a full year (Fall, Spring, & Summer) or for one semester as noted on the application.

Specific assignment of a bed space shall be made by Cogswell College, and may be changed from time to time in the interest of health, discipline, vacations, recess, management, and/or general welfare of the Licensee(s).

The process of room consolidation may happen at any point in the semester except for the week prior to and of final exams. Room Consolidation is the circumstance in which a Licensee living in a double occupancy room becomes in the situation of occupying the room alone. Any Licensee in the same situation will either: a) be required to consolidate with one another; or b) be given the opportunity to declare a single room and pay the single room cost. If any/all Licensees in a situation necessitating Consolidation refuse to move, the Dean of Students will require the Licensees to move based on Housing criteria or will automatically charge Licensees the single room cost of double the rate of housing cost. Single room status may only be granted for one semester, based on room availability.

Failure of the Licensee to move in prior to 5:00 p.m. on the day before classes commence in any given term may constitute cancellation of this License Agreement that will incur financial penalties which could include termination of status as a student at Cogswell College.

### III. ENHANCEMENT OF EDUCATIONAL EXPERIENCE

Licensee agrees to recognize the importance of maintaining the Cogswell College's apartment as an environment that is conducive for fellow students to study, live, and sleep. Licensee agrees to not disturb this environment.

### IV. TERMS AND CONDITIONS

This License Agreement is subject to the regulations contained in Title 5 of the California Code of Regulations, Sections 42000- 42101.

Licensee agrees to comply with all Regulations, Policies and Procedures written in the STUDENT HANDBOOK/ and included as part of this agreement, and any subsequent amendments.

(1) Possession or use of alcohol or drugs in the apartment is a violation of the License Agreement by the Licensee. Violations are referred to the university judicial system and will be held accountable for the violation that may include sanctions up to forfeiture of their Housing License Agreement which could affect their status as a student at Cogswell College.

(2) Fire Safety in the apartment is of the utmost priority. Any STUDENT HANDBOOK violations regarding fire safety (i.e. smoking in the apartment or on the grounds of campus housing including smoking electronic vaporizers, tampering with a smoke detector) will be deemed a violation of the License Agreement by the Licensee. If this occurs, Licensees will be referred to the college judicial system and will be held accountable for the violation that may include sanctions up to the forfeiture of their Housing License Agreement which could affect their status as a student at Cogswell College.

(3) Threats or violence toward fellow Licensees, Resident Assistants, or Cogswell College officials is considered a violation of this License Agreement. If this occurs, Licensees will be referred to the college judicial system and will be held accountable for the violation that may include sanctions up to the forfeiture of their Housing License Agreement which could affect their status as a student at Cogswell College.

This License Agreement shall not be transferred except as permitted in Section IX.

It is understood and agreed to by Licensee and Cogswell College that no lease nor any other interest in real property is created by this Agreement.

Cogswell College assumes no responsibility for any property of the Licensee that is stolen, damaged, or destroyed in the rental unit at any time, including periods when the Licensee is not in occupancy or after the term of the occupancy has expired. Cogswell College encourages Licensees to purchase personal Renter's Insurance.

## V. MAINTENANCE OF PREMISES

Cogswell College shall provide Licensee with the furnishings and Licensee will maintain them in the condition noted on the Room Condition Form. Licensee agrees to give reasonable care to the assigned living unit and its furnishings and to make payment for any damage or loss promptly upon demand by Cogswell College. In the event Licensee fails to maintain the living unit in good order and repair, **Licensee shall pay Cogswell College the reasonable costs incurred in returning the living unit to a condition of good order and repair.** As a part of such reimbursement, Licensee's housing deposit, or a portion thereof, may be expended for the purpose of payment of such costs.

Licensee shall make no alteration to the rental unit without the permission of Cogswell College. Any structural addition or alteration is prohibited without written permission of Cogswell College.

Licensee shall not possess or use any highly flammable material, firearm, ammunition, fireworks, explosives, weapons or any other material or instrument which, in the opinion of Cogswell College authorities, poses an unreasonable risk of damage or injury. Doing so is a violation of the License Agreement and students will be referred to the college judicial system.

Licensee agrees to be jointly responsible with other residents for the protection of the apartment, its furnishings and equipment. Licensees will be jointly responsible for maintaining the common areas in good order; all of this section will apply should Licensees fail to maintain good order and repair. All Licensees of common areas (including but not limited to rooms, kitchen, living room, exterior facilities and grounds surrounding the apartment) may be billed for common area damages, vandalism and excess cleaning.

Vandalism to furnishings, student rooms, or common areas is considered a violation of the Cogswell College License Agreement. If deemed responsible Licensees could be subject to the following penalties:

- (1) Monetary fine: Amount equal to restoration of the vandalized item or items.
- (2) The amount of the charge will be distributed to all Licensees of an area/apartment (subject to official of the Office of the Dean of Student's discretion).

## VI. CANCELLATION BY LICENSEE PRIOR TO OCCUPANCY

Licensee may cancel a reservation for a space in the Cogswell College's apartment by giving written notice to Cogswell College at least 30 days prior to the beginning of the occupancy period for approved reasons.

A request to cancel a reservation less than 30 days prior to the beginning of the occupancy period shall include Licensee's statement of reasons. Cogswell College shall grant or deny the request based on the following standards with **appropriate verification**: 1) end of Licensee's student status or 2) a grave financial situation. If granted, additional penalties may apply including fees for housing for that semester and loss of housing deposit.

## VII. CANCELLATION AFTER OCCUPANCY

Any Licensee who requests to vacate the housing shall give at least 30 days' WRITTEN notice of intention to vacate and the reason therefore.

Cogswell College may grant or deny a request to vacate submitted pursuant to subsection (a). The determination will be based on the following standards with **appropriate verification**: 1) end of Licensee's student status;

Licensee's withdrawal from Cogswell College subsequent to this Agreement may result in a 30-day charge starting the date of Licensee's vacating of the facility. All other Licensees requesting release will be held to this Agreement.

Revocation of this Agreement or the Licensee's abandonment of the facility shall not release the Licensee from paying any obligation due to Cogswell College.

## VIII. REVOCATION OF THE LICENSE AGREEMENT

Cogswell College may revoke this License Agreement upon the following conditions:

1. The student has ceased to be eligible for student housing.
2. The student has failed to register for courses at the College.
3. The student has failed to pay any housing fees due to the College.
4. The student has seriously violated standards of conduct or otherwise on repeated occasions;
5. The student's continuing residence is determined to be disruptive to the health, safety or welfare of other residents; or
6. The student has breached this agreement.

## IX. ABANDONMENT OR TERMINATION BY LICENSEE

Except as permitted in Section VI or VII, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due Cogswell College for so long as Cogswell College does not terminate Licensee's right to possession.

## **X. DESTRUCTION OR UNAVAILABILITY**

In the event that bed space is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this License Agreement is made, Licensee shall be entitled to a pro rata refund of any fees applicable to periods after Licensee was required to vacate. Such conditions include but are not limited to damage caused by floods, slides, fire, earthquake, other natural disasters, vandalism, civil disorder, compliance with state or federal law; interruption of basic services because of labor strife; a drop in the rate of cancellations not reasonably foreseen by Cogswell College, if such a drop results in an overbooking of available housing facilities.

## **XI. REFUNDS**

Cogswell College shall authorize refunds only as provided for in the California Code of Regulations, Title 5, and this License Agreement.

## **XII. VACATING THE HOUSING FACILITY**

Licensee shall vacate Cogswell College's apartment on the expiration of the license period or upon revocation of this License Agreement, whichever occurs first. Licensee shall appropriately check out of the rental unit and maintain it in clean, sanitary standards upon check out. Failure by Licensee to appropriately and in a timely fashion check out of Cogswell College's apartment will result in applicable fines including but not limited to a \$50 failure to check out charge, cleaning charges and a daily charge for continued failure to check out.

When moving into student housing each student is required to fill out the Room Condition Report (RCR) and review it with their Resident Assistant (RA). Any and all pre-existing conditions to the apartment must be noted at the time of check-in otherwise the student(s) will be held responsible. **If a student fails to complete an Apartment Condition Report, he/she may be held responsible for all damage, even those caused by a previous resident.**

## **XIII. TREATMENT OF INDEBTEDNESS**

Failure of licensee to satisfy the financial obligations of this License Agreement may result in the following:

- (a) Imposition of a late fee, in accordance with the fee schedule.
- (b) Revocation of the License Agreement.
- (c) Eviction.
- (d) Withholding of Cogswell College services including: 1) Withholding official transcripts, 2) Denial of registration, 3) Diploma.
- (e) Offset of paychecks, loans, grants, or scholarship payable through Cogswell College, or tax refunds or rebates.
- (f) Legal action to collect unpaid obligations.

## **XIV. RIGHT OF ENTRY**

Cogswell College shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, for any other lawful purpose, or as deemed necessary by Cogswell College. Cogswell College shall exercise these rights reasonably and with respect for Licensee's right to be free from unreasonable searches and intrusions into study or privacy.

The College reserves the right to enter a student's room between 10 a.m. and 10 p.m. for inspections and to make repairs and/or alterations or to conduct safety checks. The College will not abuse its right of access or use it to harass a student. Except in emergencies or where it is impractical, the College will give housing students at least 24 hour notice of its intent to enter.

## **XV. INSURANCE**

Cogswell College has no insurance to cover the personal or property damage of Licensee. It is recommended that Licensees purchase Renter's Insurance.

## **XVI. VISITORS AND GUESTS**

Student residents may have visitors, including an overnight guest, in their room as long as the student occupies the room for the duration of the guest's visit, the student and guest comply with College policies, **and the student has the agreement of their roommates.** Students who would like to have a guest stay for more than three days must obtain permission from the Dean of Student's Office. All guests are subject to the above policy, regardless of their relationship to the student hosting them. Students will be responsible for the behavior of their guests and will face disciplinary action if a guest does not comply with the Code of Student Conduct.

Students are never permitted to make duplicate copies of their apartment keys for themselves, friends, family or overnight guests. Keys are inventoried in the Dean of Student's Office for security purposes.

## **XVII. NON WAIVER**

The waiver of any breach of a term or condition of this License Agreement shall not constitute a waiver of any subsequent breach.

**Notice: Pursuant to Section 290.46 of the Penal Code**, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.