



1050 Foothill Blvd., San Luis Obispo, CA 93405
805-544-4540 * 800-734-1744
Email: stennerglen@stennerglen.com

This Lease Agreement is between Stenner Glen Student Housing (Lessor) located at 1050 Foothill Blvd, San Luis Obispo, CA 93405, and _____ (Lessee), and is for the Academic year 2004/05, which begins on _____ and ends on _____ and is for room and meals for a single individual renting a single room or a double room, with 7, 14 or 19 meals a week. Current prices and dates are posted on the Price List at www.stennerglen.com. The total amount due for the **full academic year** for a _____ room with _____ meals per week is \$ _____. The total amount for room and meals is **due on August 1, 2004** or can be paid monthly in nine equal installment payments. The installment payment schedule is posted on the Price List at www.stennerglen.com. If Lessee elects the installment payment schedule they agree to make all payments when due **without reminder** from Lessor.

This written lease is the only agreement by and between Lessor and Lessee for the term of the lease with the following terms and conditions included:

1. Stenner Glen is a dormitory facility with shared rooms. Lessor reserves the right to make room assignments. The Lessee agrees and acknowledges that Lessor will use its best efforts to make compatible room assignments. Lessor reserves the right to make room assignment changes.
2. Lessee agrees to vacate the premises within three days of written notice from Lessor that Lessee has violated the terms of this lease agreement.
3. Lessor agrees to serve three meals each Monday through Friday and two meals each Saturday and Sunday. Limited food service may be available during the Thanksgiving, Winter, Summer and Spring breaks.
4. Lessee agrees their room and meal plan is for their exclusive use only and that Lessee is not to assign their meal plan or sublet their room.
5. Lessor reserves the right to enter the leased premises after reasonable notice unless in the event of an emergency.
6. No pets are permitted.
7. No illegal drug use is permitted on Stenner Glen property. Tobacco use is restricted to the smoking area adjacent to building 12. Alcohol consumption by residents under the age of 21 is prohibited. Alcohol consumption by residents 21 and older is restricted to their individual room.
8. No firearms, fireworks, explosives or flammable materials are permitted. This includes but is not limited to candles and incense burners.
9. Lessee agrees to be responsible for the actions of **all guests**.
10. **FIRE EQUIPMENT**. It is a misdemeanor and a violation of this lease to tamper with fire fighting equipment, smoke detectors or alarm systems. Residents are required to exit the building when a fire alarm sounds.
11. Lessee agrees to maintain a minimum of nine academic units during the school year. Lessee agrees that Lessor can contact the school at any time to inquire about Lessee's status as a student. Lessee agrees to vacate Stenner Glen if they are no longer attending school.
12. Lessee agrees to abide by all rules and regulations of Lessor.

13. SECURITY DEPOSIT. Lessee is giving Lessor \$300 that will be held as a Security Deposit. This deposit is due on **August 1, 2004** with the first rent payment and must be a **separate** check. It will be used to remedy any legal or damage claims against Lessee during the term of the lease. Three weeks after the termination of this lease, the \$300 will be refunded to Lessee minus any legal charges or charges to repair damages to the property not including normal wear and tear.
14. PAYMENTS. Lessee agrees to make all rent payments on or before the specified dates. Checks need to be **mailed or delivered** to Stenner Glen, 1050 Foothill Boulevard, San Luis Obispo, California, 93405. There is a 24/7 **secure rent drop** in the Student Administration office door. Please write the Lessee's **name and meal card** number on each check in order to insure proper credit. Every check that is returned NSF will be charged \$30. After two NSF charges the Lessee agrees to make all future payments with a money order or cashier's check.
15. DELINQUENCY PROCEDURES. A \$25 late fee will be charged on the 6th day of the month if payment **has not been received**. A 3-Day Pay Or Quit will be served to the Lessee on the 11th day of the month if payment has not been received. If payment is not received during the 3 days of the 3-Day Pay Or Quit, the Lessee will be evicted and agrees to pay all rent due for the term of the lease and all legal costs associated with the eviction.
16. LEASE CANCELLATION. Lessee agrees that only the Lessor can cancel this lease.
17. HOLDING FEE. *The holding fee does not apply to renewing students.*
The fee for reserving and holding a single or shared room for the exclusive use of Lessee prior to the beginning of the Fall term is \$400. The holding fee is not prepaid rent. The holding fee is refunded only if the Lessee does not, as intended, attend Cal Poly or Cuesta College.
18. Lessee agrees that if any paragraph of this lease is determined by a court of law to be invalid or voidable, the lease, in its entirety, is still valid and enforceable.
19. Lessee agrees that this lease is made on the express conditions that Stenner Glen, as Lessor, is to be free from all liability and damage claims by reason of any injury to any person or persons, including residents, or guests or property of any kind, from any cause or causes whatsoever. Lessee agrees to indemnify and save and hold harmless Lessor from any liability, loss, attorney's fees or obligations on account of or arising out of any injury or loss.
20. Lessee agrees that this written lease agreement is the only agreement between Lessor and Lessee. Any changes to this lease **must be in writing** and mutually agreed to by Lessor and Lessee. Lessor and Lessee agree that email is an appropriate form of written communication.

Lessee

Guarantor

Date

Stenner Glen

Date

THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ IT CAREFULLY.