

Courtyard Residence Contract (2011-2012)

This Residence Contract (hereinafter called "lease") is made by and between Relevance, as lessor and _____ as lessee in the following manner and under the following terms:

1. The Property which is the subject of this lease is that certain real property known as the Courtyard, located at 2435 NW Harrison Blvd., Corvallis, OR, managed by the lessor.
2. The terms of this lease are from the 18th of September 2011 through the 15th of June 2012 inclusive.
3. Lessor hereby leases to lessee and lessee hereby hires and takes from the lessor the right to live during the term of this lease in the Courtyard as one of its student residents subject to room selection procedures established by lessor and subject to the provisions of the Courtyard Policy and Courtyard Commitment (hereinafter called "House Policy" and "House Commitment"). Lessee also affirms that he/she has received and read the House Policy and House Commitment applicable at the date of the making of this lease, and agrees to abide by them.
4. Lessee agrees to pay the lessor the sum of \$ _____ for the term of this lease payable in ten (10) equal installments of \$ _____ each, on or before the 5th day of each month (with the exception of the first payment which is due September 18th 2011 and the final payment which is due May 31st, 2012).
Payments may be deposited in the designated box at the Courtyard or mailed to Relevance, 3440 NW Covey Run, Corvallis, OR 97330
5. In addition to the above payments, lessee agrees to pay all fines, if any, which lessee accrues under the House Policy; and the cost of repairing any damage caused by lessee to lessor's property. Lessee agrees that the charges for all items named in this paragraph shall be added to the monthly installments listed in Article 4 above and that the combination of all charges in this paragraph and the preceding shall constitute the monthly house bill.
6. Upon failure by lessee to remit payment of the monthly house bill within four (4) days after the due date of said monthly house bill, lessor shall issue a written warning to lessee and lessee shall pay to lessor a late charge of **\$30.00 plus \$3.00 per day** for each day after the 9th of the month that the monthly house bill remains delinquent. Failure by lessee to pay their monthly house bill by the 15th of each month in which it is due by, at lessor's option, be treated by lessor as a default by lessee under this lease.
7. Lessor acknowledges herewith receipt by lessee of a **deposit of \$200.00** plus a **\$50.00 cleaning fee**. The deposit will be held in a non-interest bearing account throughout the duration of lessee's residency at the Courtyard. At the

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termination of said residency, lessor shall refund said deposit to lessee minus \$50.00 (cleaning fee) and the monetary value of any legal obligations owing by lessee to lessor under the terms of this lease.

8. If lessee cancels this lease on or after the acceptance by the Courtyard but before July 1st, 2011 lessee shall forfeit to lessor the entirety of lessee's \$250.00 deposit. If lessee cancels on or after July 1st, 2011, see Article 10.c.
9. Lessor shall not be responsible for the provision of meals for lessee during weekends (Saturday or Sunday) or any Oregon State University classroom vacation for the duration of the lease. As used in this lease, the term "classroom vacation" shall also include the Oregon State University summer term.
10. Violation of the following covenants may, at lessor's option, be treated by lessor as a default by lessee under this lease:
 - a. Lessee shall keep the property that is subject to their control clean, safe, and in as good of condition as it is at the commencement of this lease, except for reasonable wear. Lessee agrees to pay the repair or replacement of any House Possessions that are damaged due to negligence or irresponsibility on their part (as described in the House Policy).
 - b. Lessee shall not:
 1. Lend out or copy the key(s) he/she has been given for the House – there will be a \$250.00 charge for each key not returned at the end of the lease;
 2. Cause or permit waste, nuisance, or vandalism;
 3. Assign this lease nor any right or interest herein.
 4. Sublet or permit persons other than residents approved by lessor to occupy the premises;
 5. Store hazardous substances on the premises;
 6. Smoke on the entire premises (inside and outside) and also be responsible for the Lessee's family, friends, or guests. This disclosure and acceptance is per disclosure required by Oregon Law ORS Chapter 90.
 7. Possess or use at the Courtyard any alcoholic beverage, tobacco, or illegal substance;
 8. Possess any firearms at the Courtyard;
 9. Disrespect the privacy and property of others in the Courtyard;
 10. Hold the lessor responsible for any possessions of theirs that may be lost or stolen throughout the duration of this lease;
 11. Conduct themselves in a manner contrary to the standards of the Courtyard as expressed in the House Policy and House Commitment.

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Lessee agrees that determination of such conduct as improper is made by the Courtyard Director.

- c. Inasmuch as lessor has predicated the monthly fee schedule on the premise that lessee will complete the full school year's residency, as provided in Article 2 above, earlier termination of residency by lessee's choice shall constitute a default, and the residual deposit held by lessor, as provided in Article 7 above, shall be retained by lessor as consideration for said early termination of residence. **In addition to the forfeiture of their \$200.00 deposit and \$50.00 cleaning fee, lessee shall continue to be responsible and fully liable for lessee's equal monthly installments charged on a per diem basis, until lessor is able to mitigate damages and lease lessee's vacated right to live at the Courtyard.**

Signature of Lessee
Date _____

Printed Name

Signature of Courtyard Director
Date _____

Randell Embertson

President Relevance
Date _____

Walt Griffiths