



**Harrington College of Interior Design**  
 200 W. Madison, 6<sup>th</sup> Floor, Chicago, IL 60606  
 Toll Free 877-939-4975 x1142 • Fax 312-697-8111•  
[rnrhousing@harringtoncollege.com](mailto:rnrhousing@harringtoncollege.com)

**DORMITORY STYLE HOUSING LICENSE CONTRACT v8.6**

This license contract ("License Contract") covers a school term or terms as set forth on the signature page of the related application. Under the terms and conditions of this lease, RnR Real Estate Marketing, LLC ("Lessor") will grant a lease to an enrolled student ("Student") of the school named on the signature page of the application ("School") to use and share an apartment ("Unit") in common with other students. This License creates a contract for occupancy agreement for the undersigned student solely and exclusively, regardless of marital or familial status. This License Contract is subject to the law of the state in which the property is located. The Student and his/her Cosigner are not responsible for other roommates' rental payments. The Student and his/her Cosigner(s) ARE jointly responsible with the other students and cosigner(s) for any excessive cleaning costs or damage done to the apartment or the apartment community during the Student's stay, until such time as all of the students formally check out of the apartment as described in this document. The Student and his/her Cosigner(s) agree to assume and be responsible for all payments and other appropriate fees or penalties set forth in this License Contract. **Length of this contract is two consecutive school terms for students moving in, or continuing their contract, for the September 2010 term.** For those enrolling in January, May, and July, a one-term minimum contract will be used. School term contracts will automatically renew for one full, consecutive school term at the rate set forth in the License Contract unless the Lessor gives a 30-day notice of a change in the License Contract. The Lessor will send a notice 30 days prior to the end of the License Contract as a reminder to students of their renewal or non-renewal options. If the Student chooses not to renew his/her License Contract, a written notice to vacate must be received by the Lessor by the deadline as set forth later in this License Contract on the Official Housing Calendar.

**APPLICATION FEE AND PROCESSING FEE**

Students who desire housing in the dormitory style-housing program must send a **non-refundable processing fee** (\$75.00) upon receipt of the housing package. Students with a Notarized Cosigner(s) will pay an additional **\$350.00 application fee** prior to move-in. Application fee is used for security deposit once lease is signed. (Notarized Cosign Total, including Processing Fee, is \$425.00)

Students without Cosigners will pay a \$500.00 application fee in addition to the processing fee prior to move-in. (No Cosigner Total, including Processing Fee, is \$575.00) Students without cosigners must pass a credit check. Those who fail the check must have a cosigner who passes a credit worthy check or they must pay for the full term of rent prior to receiving keys.

All application fees and processing fees must reach the School Housing Department at least 30 days prior to the official School move-in date to guarantee a housing availability. Applications will be taken at anytime, but housing availability cannot be guaranteed if application is not received within 30 days of move-in. Please call for housing availability on late applications. All processing fees and application fees that arrive within 30 days of actual move-in must be paid by Cashier's Check or Money Order. Credit Card payment can be done over the phone. Please contact RNR Arizona office at (877) 435-9618 for Credit Card payment. Personal checks are not accepted within 30 days of move-in. The \$75.00 processing fee is non-refundable.

To guarantee a reserved Student Housing request, processing fee, application fee and the signed agreement package must be returned to the Lessor no later than 30 days prior to the official School move-in date. To receive priority in housing requests, it is advisable to return License Contract package and application fee within five (5) days of receipt. See "Priority Housing Requests" below for additional requirements. Students who do not meet this deadline will be housed on an "as available basis" and may have to reside in a temporary unit or find their own temporary accommodations as preferred.

**REFUND POLICY FOR CANCELLATION PRIOR TO MOVE IN**

A request for refundable portion of application fee prior to move in must be in writing. Allow fourteen (14) days for a refund to be processed. Students canceling enrollment (or choosing not to move in) will receive a full refund if **written** notice is received at least thirty (30) days prior to official School move-in date. Students canceling enrollment or choosing not to move in less than thirty (30) days, but more than fourteen (14) days prior to the official School move-in date will receive a refund of 50%, provided proper **written** notice is received. Students giving less than fourteen (14) days written notice prior to the official School move-in date will receive no refund. Postmarks on mailed cancellations will determine the number of days, and faxed cancellations will be determined by the date received. Amounts held for cancellation are considered liquidated damages to the Lessor. Only application fees are at risk of being non-refundable if timely written notice is not given. All pre-paid rents not used are fully refundable.

A student may postpone or accelerate move for one start (forward or backward) with written notice received by the Lessor at least fourteen (14) days prior to the official School move-in date. The student's application fee will be transferred to the selected new start. A student who is forced to arrive late must notify Lessor in writing seven days prior to official School move-in date to hold the Unit. Unit reservations will be held for

seven days (from official School move-in date) with proper written notice. Without written notice, the application fee will be forfeited and the Unit will be released for use.

**SECURITY DEPOSIT**

Upon move-in, the application fee paid shall be held as security deposit for the Unit. The refundable deposit is to be held in a federally insured interest bearing account in Illinois. If the Student's tenancy with Lessor, in the aggregate, continues in excess of six months, all interest accrued shall be the property of the Student. Such interest will be paid to the Student together with the returned security deposit. The security deposit will not be commingled with assets of the Lessor.

The deposit will be refunded within forty-five (45) days of lease termination. The Deposit will be refunded if all conditions have been met (as listed in "Check out at End of Lease").

**TEMPORARY RESIDENCE**

It may become necessary to temporarily assign a student to a Unit in excess of designated capacity. A student, who is inconvenienced in this manner, after the second week of occupancy, will receive a 20% reduction of the daily rate, prorated for the period of inconvenience. If a residence in compliance with designated capacity is not located within two (2) days of move-in, the student may cancel the License Contract and be refunded the entire Security Deposit, less any money owed. Lessor hereby agrees that Student shall not be assigned to over-booked space if Student complies with Lessor's reasonable space reservation procedures.

**UTILITIES**

The Lessor shall provide all of the utilities except cable TV hook up and service and telephone service, which shall be provided by the Student. There is a utility conservation cap of \$125. The students will pay any utility costs over the \$125 conservation cap. The Lessor will charge students equally for utility costs exceeding \$125 per month per unit, payable within fourteen (14) days of billing date.

**PARKING**

Parking is available to use in common with others, if provided by the owner of the Unit for the use of its residents. Parking for a fee may or may not be available. There is no guarantee of the availability of any parking space. Students will pay any parking fees directly to the Complex. Parking lot use is at the Student's own risk. Neither the Lessor nor the School takes responsibility for the safety or safekeeping of any motor vehicle or its contents. Students should obtain their own auto insurance to provide coverage of vehicle and vehicle content loss.

**INSPECTION**

The Lessor and the School are authorized to enter Units monthly, and as needed, with proper notice, for the purpose of inventory review and to verify care of the unit and furniture; verify occupancy, safety, health, and sanitation standards; and to perform maintenance. Any violation of the intended care of the building or Unit will be reported to the School. The Student's failure to maintain the Unit and furnishings shall be considered waste under the law and shall be grounds for termination of the License Contract.

**PENALTY FOR LATE PAYMENT AND FAILURE TO PAY**

Rent is payable at the School Housing Office Monday through Friday between 9:00 a.m. and 6:00 a.m. local time. No cash is accepted for rental payments, only checks, money orders or cashiers checks. The first rental payment is due on the Start Date (as noted in this License Contract on the Official Housing Calendar) and on the first day of each subsequent month. Beginning on the 2<sup>nd</sup> day of the month late fees will be charged at the following rates: \$10 if the rent is \$500 per month or less, \$15 if the rent is more than \$500 per month. There will be additional \$10 charge for any notices requiring delivery to a Student's apartment. The rent must be paid or legal proceedings will begin to have the Student removed from housing - the deposit will be forfeited, and the Student will be held financially responsible until a replacement Student moves in. If legal proceedings are instituted to evict a Student, the Student shall be responsible for collection costs plus all costs charged for the early termination of the lease as provided for by court rules, statute or ordinance.

There will be a \$25 charge for any NSF check. Cashier's check or money orders must be used to make all future payments after two NSF checks. All NSF checks are automatically electronically re-deposited one time at no charge.

**AVOIDANCE OF LATE CHARGES**

Students and Cosigner(s) wishing to avoid late fees can do so by making payment with a major credit or debit card. Please contact our Arizona office at (877)-435-9618 to make payment (Late Fees are \$25.00 per month).

**DIRECT PAYMENT OF FINANCIAL AID**

The Lessor will waive late fees for students who sign an agreement to have their financial aid directly debited for housing costs. The student remains responsible for acquiring sufficient financial aid to cover his/her housing costs. If agreement is signed and enough financial aid exists for the student to cover housing costs, the Lessor will waive late fees and will not forward student file to the attorney for late payment. Students who do not qualify for financial aid or fail to maintain their status for financial assistance are still responsible for all of their housing costs and may incur late fees if payment is not received. Students must sign a release that allows RNR access to financial information and allows the school staff to share this information with RNR. Full term payment of rent is required to minimize paperwork.

### **TRANSFER OR HOUSING RELOCATION REQUEST**

The Student may not sublease nor assign his or her contractual rights to this Unit to anyone. Students may not switch roommates without the prior written consent of the Lessor. Unauthorized Unit changes may result in the termination of the Agreement and the Student will be held financially responsible for the entire lease amount due under this License Contract until a replacement Student can be provided.

### **CONSOLIDATION**

The Lessor reserves the right to relocate a Student at any time during the term of this Agreement, either permanently or temporarily, for any one or more of the following reasons:

- (1) Incompatibility with other Students assigned to the Unit or for disciplinary purposes as determined by the Lessor;
- (2) To fill vacancies in the housing program;
- (3) A need to repair, renovate or return the Unit to the complex;
- (4) A good faith judgment by the Lessor that it would be desirable to reassign Students for better supervision.

If requested to consolidate, the Student must accomplish the move within twelve (12) days, which are structured to include two weekends. There is no transfer fee when the Lessor requests the move. The Lessor is not responsible for any incidental relocation costs other than the telephone hook-up and the cable TV hook-up, and those will only be reimbursed to the Student whose name is on the phone or cable contract. This "Consolidation" clause is what allows us to let each Student pay only his/her share of the rent when there are vacancies in his/her Unit. All efforts will be made to schedule consolidations at the School term breaks. Students will be held to the terms of his/her License Contract that is in force during the time of consolidation. Notice of consolidation or moving inconvenience does not release the student from the terms of their current License Contract.

### **ROOMMATE LOSS**

A Student who loses a roommate must notify the Lessor immediately or be held jointly and equally responsible for any cleaning or damages discovered upon Lessor's discovery of the move out. The Lessor will arrange to have any Unit damages repaired. The Lessor holds the Student and his/her Cosigner financially responsible for all losses and damage to the assigned Unit and furnishings. The remaining Students will be responsible for keeping the Unit clean until a roommate is provided.

### **PERFORMANCE AND PROHIBITED CONDUCT**

The Student agrees to comply with the terms of this License Contract and all subsequent policies and/or community regulations of the apartment complex in which he/she resides. Students are responsible for knowing and observing the policies set forth in this License Contract, as well as the Rules and Regulations of their building.

All apartments are non-smoking, drug-free, alcohol-free apartments. Students who desire to smoke must smoke outside on their patios or balconies. There shall be no smoking in the bedrooms or common areas of the apartment. To do so will be considered a material breach of this License Contract and shall subject the Student to all consequences of removal from housing listed below.

If at any time any noise or music can be heard outside the apartment, it is too loud. The quiet hour for reducing the noise level even further is 10:00 p.m. No overnight guest(s) may stay in the Unit without the prior written permission of the Lessor. The Student is financially responsible for the behavior of guests and any damage done by guests. No dogs, cats, snakes, or other animals are allowed except fish in a maximum 20-gallon container. There will be a \$200 charge for bringing an unauthorized pet on premises to stay or visit. If a pet is found in the apartment, the Student will be evicted. Residence furnishings may not be damaged or sold, and must not be removed except by the Lessor.

Verbal or physical abuse, of any kind, is not tolerated between students. If a Student verbally or physically abuses a roommate, such abuse may be considered by the Lessor as a material breach of the License Contract and shall subject the Student to all consequences, including eviction from housing, as listed below.

Stealing, of any kind, is not tolerated. Stealing includes, but is not limited to, the use of another's property without his/her permission. If a Student steals property from any roommate, the building owner, or other party, such stealing may be considered by the Lessor as a material breach of the License Contract and shall subject the Student to all consequences, including eviction from housing, as listed below.

In case of a dispute between roommates as to the cause and nature of damage or extreme cleaning problems, Students will be deemed equally responsible financially for cleaning and for damages to the Unit. If the damage and the person responsible are reported prior to the Lessor's discovery and all roommates agree in writing as to who is responsible, then only that person shall be charged. The Student shall not make any additions, alterations, or improvements to the Unit without the prior written consent of the Lessor, which may be denied, for any reason at its absolute discretion. There *shall* be no locks on the *bedroom doors unless* a key *is* provided to the Lessor. If a *lock is* placed on a bedroom and no key is provided to the Lessor, the Lessor shall have it removed immediately upon discovery and there shall be a \$100 charge to restore the proper door handset.

### **GENERAL SANCTIONS**

Any violations of the conduct regulations in this License Contract may cause the Student to be subject to one or more of the following sanctions:

- (1) Verbal or written warnings and notification to the School of same (Student acknowledges that the School may take action, including suspension or termination, if Student violates the provisions hereof);
- (2) Removal from housing;
- (3) Legal action to recover damages.

### **REMOVAL FROM STUDENT HOUSING**

The Lessor will have the right to terminate this License Contract for any of the following reasons:

- (1) Failure to pay money when due;
- (2) Violation of any other material obligation under this License Contract;
- (3) Withdrawal, leave of absence or termination from School;
- (4) Improper conduct or for disciplinary reasons;
- (5) Violation of these or the building's rules and regulations.

If the Student is removed from housing, the Lessor will hold the Student and his/her Cosigner financially responsible for the lease for the duration of the existing term, or until a replacement can be found. Termination from housing does not relieve the Student of any obligations under this License Contract and any additional rent or costs due under the terms of the License Contract.

The three steps toward Removal from Student Housing are:

- (1) Written notice as required by local law warning the student of the violation.
- (2) Summons and Complaint for an appearance before a court judge.
- (3) Physical Removal of the Student and his or her possessions by the Sheriff.

Any Student in violation of this License Contract faces not just eviction, but penalties for the term of the License Contract. If the breach stated within the written notice is not remedied within the time specified, notice will be given to the School and summons and complaint will be filed with the courts. Eviction by the sheriff will follow such summons. If the Student is evicted, the Lessor will be entitled to dispose of the Student's property as prescribed by Illinois law. The Student's absence from the Unit for five consecutive days while any portion of the License Contract is unpaid, without giving prior written notice to the Lessor, will be deemed to be an abandonment of the Unit by the Student, and the above policies will apply - subject to the provisions of the applicable jurisdiction's landlord/tenant law.

### **IMMEDIATE REMOVAL FROM HOUSING**

Immediate removal may take place, for severe violations of conduct. Grounds for immediate removal from housing are:

- (1) Tampering with or improperly using any fire safety equipment;
- (2) Malicious vandalism or damage to the Unit or public areas;
- (3) Physical assault, endangering or threatening the life or safety of any person;
- (4) Possessing, using or storing in the Unit, firearms, explosives, fireworks, hazardous chemicals or controlled substances;
- (5) Use of the Unit for any illegal activity.
- (6)

### **EARLY TERMINATION OF LICENSE CONTRACT**

The Student may terminate this License Contract early if the Student complies with the following requirements:

- (1) The Student must give 30-day Notice to Vacate;
- (2) The Student must vacate the apartment on the move-out date stipulated;
- (3) The Student is responsible for rent payments for a minimum of one school term. If a student breaks his/or her lease after the initial term, a lease break fee equal to one month's rent and loss of deposit will be incurred
- (4) The Student will be responsible for all rent and costs due through move out, including the notice to vacate period. **(See "Check out at End of Lease")**

### **CHECK OUT AT END OF LEASE**

Students must check out officially on or before the last day of the lease. Failure to officially check out will result in the extension of charges based on double the prorated daily charge, until check out occurs. If all the conditions below are met, the deposit will be returned minus any deductions, provided the Student honors the License Contract, pays all money owed, and leaves no damage. Official check out occurs when the following criteria have been met:

- (1) Written Notice to Vacate is given per deadline schedules to the School Housing Director.
- (2) All personal property has been removed from the Unit.
- (3) The Unit has been cleaned by the departing Students and inspected by the Lessor.
- (4) The Student has returned all appropriate keys to the Lessor. Keys to the apartment must be returned to the School Housing Office on the day of move out or there will be a **\$100.00** charge for changing the lock due to failure to return keys or for documented security reasons (Theft or Threats). There are no exceptions to this unless they are made in advance in writing with the Housing Director.
- (5) All moneys owed the Lessor have been paid.

### **INDEMNITY**

The Lessor and the School will not be liable for loss, theft or damage to personal property, or the failure or interruption of utilities or services. Students are urged to obtain their own health, life, and property insurance coverage. The Student agrees to indemnify the Lessor and the School for, and to hold each harmless from, any and all losses, claims, costs, and damages of any kind, arising out of or resulting from any act or omission of the Student, guest, or of any agent or licensee. The Student unconditionally releases, indemnifies and holds harmless the Lessor and the School from liability for any death or injury to the Students or guest(s) of the Student resulting from or arising out of the Student's use of the Unit. The Student assumes full responsibility for any and all such injuries. Under no circumstances will the Lessor be liable for consequential damages of any nature concerning this License Agreement. Insurance maintained by the Lessor covers only the contents of the Unit and does not cover the personal property of residents or guests.

RnR Real Estate Marketing, LLC

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**LEASE ADDENDUM FOR DRUG – FREE HOUSING**

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any member of the resident’s household, or guest or other person under the resident’s control shall not engage in criminal activity, including drug-related criminal activity on or near the said premises. “Drug-related criminal activity” means the illegal manufacture, sale, distribute or use ( as defined in Section 102 of the Controlled Substance Act {21 U.S.C. 802}
2. Resident, any member of the resident’s household, or guest or other person under the resident’s control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near said premises.
3. Resident or members of the household will not permit the dwelling unit to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the dwelling unit premises.
5. Resident, any member of the resident’s household, or a guest or other person under the resident’s control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near the dwelling unit premises.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. The LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Resident Name (print)**

\_\_\_\_\_  
**Resident Name (signature)**

\_\_\_\_\_  
**Management Signature**

