

RnR Real Estate Marketing, L.L.C.
SPARTAN COLLEGE OF AERONAUTICS AND TECHNOLOGY
SHARED APARTMENT HOUSING LICENSE CONTRACT v3

This License Contract covers the period set forth on the signature page. Under the terms and conditions of this lease, RnR Real Estate Marketing LLC (Broker) will grant a lease to an enrolled student (Student) of the represented School (School) to use and share a Unit, in common with other students. The applicable laws and statutes of the state in which the rental property is located govern this contract. The student is not jointly responsible for other roommates' rental payments. The student IS jointly responsible for any excessive cleaning costs necessary or damage done to the apartment or the apartment community during their stay, until such time as they formally check out of the apartment as described in this document. The student and their co-signor(s) agree to assume and be responsible for all payments and other appropriate fees or penalties set forth in this Agreement. On the first day of each month the student will pay the Broker a monthly payment under this contract. Upon completion, this Contract may be renewed or ended with a sixty (60) day notice at the Broker's Option. If the student chooses not to renew the Contract, 60-day Notice to Vacate must still be given prior to moving at the end of the lease or an additional month's rent will be charged.

This License creates a contract for occupancy agreement for the undersigned student solely and exclusively, regardless of marital or familial status. The student shall make a rent payment (Term Installment Payment) to secure the right to live in the unit. With his/her signature on the Signature Page, the student agrees that the Licensor and the School shall freely and without restriction share any and all relevant confidential student information.

This Student Housing License Agreement is intended for the sole exclusive use of the enrolled student resident only, regardless of their familial status. Although a student may be married, or in a relationship, or have children, and still be allowed to live in the Housing Program, this License Agreement grants residency to the student whose signs below only and not to any other family member. A student may enter into a domestic relationship, get married or become pregnant while in this housing program but additional family members are not and may not become residents or be considered residents and such change of familial status may not be seen as a reason to void the License Agreement. This housing is intended exclusively for the shared use of enrolled student roommates of the same sex only.

SECURITY DEPOSIT/PREP FEE If the student has a co-signer the refundable deposit is \$75 and the non-refundable prep fee is \$75 for a total of \$150. There will be a \$175 refundable security deposit and a \$75 non-refundable prep fee prior to move-in for a total of \$250 for a student who does not have a co-signer. The refundable deposit is held in an interest bearing Broker's Trust Account. Interest accrued is deemed to be the Broker's, used to offset the administrative cost of managing the account.

To guarantee a Shared Apartment student housing request, the deposit and the signed agreement package must be returned to the Broker no later than sixty days prior to the start of School. To receive priority in housing requests, it is advisable to return your contract package and deposit within five (5) days of your receipt. 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 if preferred.

A student may postpone or accelerate move for one start (forward or backward) with written notice received by the Broker at least fourteen (14) days prior to the scheduled date of move in. The student's deposit will be transferred to the selected new start. A student who is forced to arrive late must notify Broker in writing seven days prior to the scheduled move in to hold the Unit. Unit reservations will be held until the Wednesday of Move in Week with proper notice. Without written notice the deposit will be forfeited and the unit will be released for use.

REFUND POLICY FOR CANCELLATION PRIOR TO MOVE IN Should the student choose not to utilize student housing, prior to move in, a request for a deposit refund must be in writing. Allow fourteen (14) days from receipt of request 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 sixty (60) days prior to school start. Students canceling

enrollment or choosing not to move in less than sixty (60) days, but more than fourteen (14) days prior to the start of school will receive a refund of 50%, provided proper written notice is received. Students giving less than fourteen (14) days written notice prior to the start of school will receive no refund.

TEMPORARY RESIDENCE It may become necessary to temporarily assign a student to a Unit in excess of designed capacity. A student who is inconvenienced in this manner will receive a 20% reduction of the daily rate, prorated for the period of inconvenience. If a residence is not located within seven (7) days of move-in, the student may cancel the contract and be refunded the entire Security Deposit and rental amount paid.

UTILITIES The Broker shall provide all of the utilities except cable TV hook up and service and telephone service, which shall be provided by the students. There is a Utility Conservation Cap of \$160. The students will pay any utility costs over the \$160 conservation cap. The Broker will charge students equally for utility costs exceeding \$160 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 Complex for the use of its residents. Charges for parking can range from \$0 for uncovered parking spaces to \$30 a month for covered spaces. 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 Broker 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.

PENALTY FOR LATE PAYMENT AND FAILURE TO PAY Monthly rent is payable at the School Housing Office or on-line Monday through Friday between 9:00 a.m. and 5:00 p.m. No cash is accepted for rental payments, only checks money orders or cashiers checks. The rental payment is due on the first of each month and is late on the 2nd. Beginning on the 2nd day of the month a **\$5.00 per day late fee** will be charged, and a notice to pay rent or vacate will be issued. There will be an 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, the student will be held financially responsible until the end of the License contract. If legal proceedings are instituted to evict a student the student shall be responsible for legal fees and collection costs plus all costs charged for the early termination of the lease. The student expressly waives the right to a Jury trial and agrees that a civil court of appropriate jurisdiction will decide any contested issue. There will be a \$50 charge for any NSF check. After two NSF checks, all future payments must be made by cashier's check or money order.

INSPECTION The Broker and the School are authorized to enter Units monthly, or 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 Complex or Unit will be reported to the School. The student's failure to maintain the Unit and furnishings shall be considered "Waste" and shall be grounds for termination of this Contract by the Broker.

TRANSFER FEE FOR 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 Broker. Should a student desire to transfer from one apartment to another within the Housing Program, a \$75 transfer fee must be paid in advance. This Transfer Fee may be waived with a valid reason for the transfer while also allowing the Broker enough time to facilitate the change. Prior to any transfer, the student must make an appointment with the Broker to discuss the situation and explore the options available. A transfer will be possible on an "as available" basis. 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 contract until a replacement student can be provided.

CONSOLIDATION The Broker 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 Broker;

- (2) To move students together to fill vacancies to reduce vacancy loss;
- (3) A need to repair, renovate or return the Unit to the complex;
- (4) A good faith judgment by the Broker that it would be desirable to reassign students for better supervision.
- (5) Inability of the roommates to keep the unit in a habitable, sanitary state causing new roommates to reject move in.

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 Broker requests the move. The Broker is not responsible for any incidental relocation costs other than the telephone hook-up and the cable TV hook-up if you had these services in your name and there is no service in the unit to which you are moving. This "Consolidation of Students" clause is what allows us to let each student pay only their share of the rent when there are vacancies in their apartment. This does happen over the course of the year and we try to make it as painless as possible. Just as we are flexible in allowing you to move when you find it necessary, we ask the same consideration.

ROOMMATE LOSS A student who loses a roommate must notify the Broker immediately or be held jointly and equally responsible for any cleaning or damages discovered upon Broker's discovery of the move out. The Broker will arrange to have any Unit damages repaired. The Broker holds the student and their co-signor 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.

GATHERINGS No more than the number of legal occupants may visit or occupy an apartment at any one time. There shall be no congregation of students inside or outside the apartment. Any gathering held in excess of this legal number or any gathering that creates a disturbance for the apartment community or neighbors will be deemed a material breach of your contract and could result in removal from housing.

PERFORMANCE AND PROHIBITED CONDUCT The student agrees to comply with the terms of this agreement and all subsequent policies and/or community regulations of the apartment complex in which they reside. Students are responsible for knowing and observing the policies set forth in this Agreement, as well as the Rules and Regulations of their Apartment Complex.

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. By signing this agreement you are stating that you WILL NOT use drugs or alcohol in the Student housing apartment. To do so will be considered a material breach of this Agreement and shall subject the student to all consequences of removal from housing listed below.

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

Theft of any kind is not tolerated. Theft 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 incidence of theft may be considered by the Licensor as a material breach of the License Contract and shall subject the Student to all consequences, including eviction from housing, as listed below. Clean and sanitary environment must be observed and kept in the apartment. The student agrees to keep a level of personal hygiene that is safe and respectful of roommates.

At any time, if 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 written permission of the Broker. The student is financially responsible for the behavior of guests and any damage done by guests. No dogs, cats, or other animals are allowed with the exception of 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 you will

be evicted. Residence furnishings may not be damaged or sold, and must not be removed except by the Broker. You must use proper bedding materials on the mattresses.

The Student and their Co-Signor(s) are jointly responsible with the other students and their co-signer/s for their share of any charges over normal “wear and tear,” including excessive cleaning costs or repair costs for damage done by them, or by their guests, to the apartment or to the apartment community during the Student’s stay. This is defined as the time from move in to the time the student formally checks out of the apartment as described in this document under Check Out.

In the event 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 Broker’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 Broker, which may be denied, for any reason at its absolute discretion. There shall be no locks on the bedroom doors without the Licensor’s consent. If an unauthorized lock is placed on a bedroom door the Broker may have it removed immediately upon discovery and there shall be a \$50.00 charge to restore the proper handset to the door.

FURNISHINGS AND FURNITURE REPLACEMENT SCHEDULE Residence furnishings may not be damaged or sold, nor be removed from the premises. Proper bedding materials must be used, and the mattresses must not be removed from the plastic bag which covers them for sanitation purposes. In the event that any of the furniture or appliances become broken or damaged or need repair, the student agrees to provide written notice to the Licensor so that the furnishings may be repaired or replaced. Failure to do so will result in charges for each student which will be shared jointly for the cost of the repair or replacement. Furniture damage will be charged according to the schedule below.

Furniture Replacement Cost Schedule			
Couch \$250	Chair \$150	Coffee Table \$75	End Table \$50
Lamp \$25	Kitchen Table \$150	Kitchen Chair \$50	Bed \$175
Dresser \$150	Nightstand \$50	Washer \$550	Dryer \$450
Stove \$500	Refrigerator \$750	Microwave \$150	A/C Heat \$2,000

GENERAL SANCTIONS Any violations of the conduct regulations in this Agreement may cause the student to be subject to the following sanctions:

- (1) Verbal or written warnings with referral to School for monitored counseling and evaluation;
- (2) Removal from housing;
- (3) Legal action to recover damages;
- (4) In severe cases suspension or termination from School might be a consequence. The severity of the problem may result in any of the above sanctions being bypassed to levy a more appropriate response to the problem.

REMOVAL FROM STUDENT HOUSING The Broker will have the right to terminate this Agreement for any of the following reasons:

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

The student shall pay the \$350 “Liquidated Damages” Lease Break Fee when notified he or she is required to leave housing due to court action or for other reasons. Students removed from the Housing Program will forfeit their

refundable deposit and will be held responsible for one additional month's rent from the date of notice as "Liquidated Damages". Termination from housing does not relieve the student of any obligations under this agreement and any additional rent or costs due under the terms of the contract. The three steps toward Removal from Student Housing are:

- (1) Written warning outlining the violation;
- (2) Summons and Complaint for an appearance before a court judge;
- (3) Physical Removal of the student and his or her possessions.

Any student in violation of this Contract faces not just eviction, but penalties for the term of the Agreement. Removal is an immediate condition, and removal procedures will begin within 24 hours. Failure to vacate within 24 hours, upon request by the broker, will result in a formal complaint being filed with the School and the Court System. If the student fails to move within the specified period, the Broker is authorized to change the locks, impound all personal property belonging to the student located in the Unit, clean, redecorate and replace the student in the Unit. The Broker will be entitled to dispose of the student's property within as prescribed by Landlord-Tenant law. The student's absence from the Unit for five consecutive days while any portion of the Agreement is unpaid, without prior written notice to the broker, will be deemed to be an abandonment of the unit by the student, and the above policies will apply.

Additionally, should the student through failure to pay, be in violation of the License Agreement while occupying a private room, that privilege will be terminated with thirty day notice to the Student. The Licensor will send a notice advising that the private room will revert to a shared room and a roommate will be placed with the breaching student when available. Should the breaching student participate in successful counseling with the Licensor and make proper payment in full for the next month before a roommate is placed, the room may be converted back to a private room at the Licensor's option. If a roommate is already scheduled to go into the room, it will remain a shared room for the duration of the License Contract. Failure to abide with this clause or obstructing the enforcement of this clause shall be considered a breach of contract by the student and as such shall be cause for immediate removal from student housing.

IMMEDIATE REMOVAL FROM HOUSING Immediate removal takes 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, controlled substances or drug paraphernalia;
- (5) Use of the Unit for any illegal activity.

EARLY "MUTUAL TERMINATION" OF CONTRACT The following conditions when met will be considered "LIQUIDATED DAMAGES" in exchange for the early "Mutual termination of the lease:

- (1) The Student must give Sixty-Day Notice to Vacate and pay one month's rent as a Lease Break Fee with the Notice;
- (2) The student must vacate the apartment and return the keys to the housing office on the move out date stipulated;
- (3) The refundable deposit will be forfeited and any cleaning or damage costs will be due to the Broker immediately;
- (4) The student will be responsible for all rent and costs due through move out. (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 triple the prorated daily charge up to the day that check out occurs. If all the conditions below are met, the refundable portion of the deposit will be returned minus any deductions, provided the student honors the Contract, pays all money owed, and leaves no damage or cleaning to be done. Official check out occurs when the following criteria have been met:

- (1) Written Sixty-Day Notice to Vacate was given to the School Housing Director. If written Sixty-Day Notice to Vacate is not received the student shall owe one additional month.
- (2) All personal property has been removed from the Unit;
- (3) The Unit has been cleaned by the departing students and inspected by the Broker;
- (4) The student has signed 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 \$50.00 charge for changing the lock. There are no exceptions to this unless made in advance in writing with the Housing Director.

INDEMNITY The Broker 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 Broker 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 Broker 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 Broker be liable for consequential damages of any nature in connection with this License Agreement. Insurance maintained by the Broker covers only the contents of the Unit, and does not cover the personal property of residents or guests. **Broker strongly recommends that the student obtain renter's insurance.**

RnR Real Estate Marketing, LLC
For: SPARTAN COLLEGE OF AERONAUTICS AND TECHNOLOGY
Housing License Contract - Signature Page

Name: _____	SSN: _____
Mailing Address: _____	
City: _____	State _____ Zip Code: _____ Country _____
Phone (Cell): _____ (Home): _____	
Email: _____	

Cost per Month	
Circle one option below for your housing selection:	
<u>Shared Room</u>	<u>Private Room</u>
\$375.00 per Month with a one year contract	\$650.00 per Month with a one year contract
\$450.00 per Month with a six month contract	\$750.00 per Month with a six month contract
(Please do not write Below this line. It will be completed upon move-in.)	
First month's rent is prorated from _____ to _____	and equals \$ _____
Last month's rent is prorated from _____ to _____	and equals \$ _____
Plus ___ full months rent at the rate of _____ per month	equals \$ _____
This will cover the period from _____ to _____	for a total amount of \$ _____

AGREEMENT & ACCEPTANCE: I do hereby acknowledge that I have read the terms and conditions of this License Agreement and do hereby agree that I will abide by and be legally bound by these terms and conditions. This contract constitutes the entire agreement between the parties herein with respect to the subject matter. No modification will be effective unless it is in writing and signed by all parties. The Broker is committed to a policy of non-discrimination with respect to race, color, national origin, religion, sex, age, handicap or veteran status. I (with my signature below)/and my co-signing guarantor (with their signature below) further acknowledge that I have never been convicted of a felony criminal offense either as a juvenile or as an adult in this or any other state, except as agreed to in writing by the Broker and the Student.

Student's Signature

Date

Broker's Signature

Date