

Olympic College Office of Residence Life

2018-2019 License Agreement

I. AGREEMENT AND FEES

This License Agreement is entered into between Olympic College, hereinafter called "the College," and the person residing in the Residence Hall, hereinafter called "Licensee."

In consideration for the right to occupy and be assigned a space within the Residence Life facility at the College, Licensee hereby is obligated to pay fees depending on type of living unit assigned and length of license agreement.

2018-2019 Academic Year

Fall 2018 License (September-December)

Large Single Occupancy: \$4,535
Small Single Occupancy: \$4,345
Large Double Occupancy: \$2,375
Small Double Occupancy: \$2,165

Winter 2019 License (January-March)

Large Single Occupancy: \$3,395
Small Single Occupancy: \$3,245
Large Double Occupancy: \$1,775
Small Double Occupancy: \$1,625

Spring 2019 License (April-June)

Large Single Occupancy: \$3,395
Small Single Occupancy: \$3,245
Large Double Occupancy: \$1,775
Small Double Occupancy: \$1,625

II. OCCUPANCY

The College hereby grants to the Licensee permission to occupy a living space within the Residence Life facility as a Licensee for the specified term unless sooner terminated under the provisions of this License Agreement. Specific assignment of a space shall be made by the College and may be changed by the College from time to time.

A. Fee Periods for 2018-2019

Licenses offered for full academic year (Fall, Winter and Spring quarter). Summer quarter may be added or adjusted on a month and weekly charge for special programs.

Summer Quarter license is July-August, 2 months (may be adjusted for athletics, summer programs)

Fall Quarter license is September-December

4 months

Winter Quarter license is January-March

3 months

Spring Quarter license is April-June

3 months

B. Licensee agrees to vacate the Residence Life facility at the end of the contract, unless College has offered and Licensee has accepted a space for summer. New contract will be offered for following academic year.

C. Licensee may continue to occupy a space between the end of one quarter and the beginning of the next quarter, license includes break.

D. If Licensee vacates space between quarters, Licensee forfeits claim to assigned space, is no longer considered a Resident, must re-apply for housing, and must submit all required fees in order to return to the Residence Hall.

E. The College shall assign each Licensee to a specific living unit within the facility. The College reserves the right to change room assignments, assign a new Licensee, or reassign a current Licensee to any partially occupied or unoccupied living unit at any time, and/or consolidate vacancies in the interest of health, discipline, occupancy, or for the general welfare of the Licensee or other residents.

F. The College will provide Licensee written notice of a living unit change no less than three business days before the change.

III. PAYMENT

Licensee agrees to provide payment for

- \$150 Application Fee
- \$200 Damage Deposit
- \$50 Activity Fee
- Quarter rate is due no later than first day of classes unless otherwise specified by the Office of Residence Life.
- If Resident is waiting on financial aid, they may present a copy of their award letter to the Office of Residence Life as proof of future payment.

A. If application is received less than three (3) weeks prior to the start of fee period for which the Licensee wishes to occupy living unit, Licensee must pay the College for fees and the total amount for the quarter.

B. Licensee agrees to pay \$10 per day for every full or partial day a payment is past due.

IV. ENHANCEMENT OF EDUCATIONAL EXPERIENCE AND ENGAGEMENT

A. The College shall maintain staff to work with students to develop a community concept within the Residence Life facility. The College shall provide the Licensee with an opportunity to offer input into the development of the community.

B. Licensee agrees to comply with regulations outlined in the OC Residence Life Handbook, available online at <http://www.ocreslife.weebly.com> and distributed at check-in, and which is incorporated herein by reference.

C. Licensee agrees to comply with regulations outlined in the OC Student Code of Conduct, <https://www.olympic.edu/StaffFaculty/Policies/ConductCode/> which is incorporated herein by reference.

D. Licensee agrees to attend all mandatory community meetings scheduled by the Residence Hall Manager. If Licensee cannot make a mandatory community meeting, Licensee will arrange to meet with Residence Life staff at another time.

E. The College is committed to equal opportunity in education, employment, and housing. It does not discriminate on the basis of race, ethnicity, creed, color, national origin, sex, marital status, sexual orientation, age, religion, genetic information, gender identity, veteran status, or the presence of any sensory, mental, or physical disability.

V. TERMS AND CONDITIONS

A. This License Agreement shall not be transferred except as permitted in Sections IX and XVIII.

B. This License Agreement is valid and the terms and conditions are applicable so long as the resident remains in the residence hall, remains in good standing, and the license agreement is not terminated.

C. It is understood and agreed by Licensee and the College that this agreement is a license and not a lease, and that no lease nor any other interest in real property is created by this agreement; nor are there created any covenants, express or implied such as a covenant for quiet enjoyment, created by this agreement, not otherwise expressly contained in this agreement.

D. A Licensee must be at least 18 years of age, an enrolled student at Olympic College, and maintain good standing with the College and the Office of Residence Life to be eligible for occupancy. Exceptions to age restriction are outlined in Addendum I.

VI. SAFETY

A. While on Residence Life premises, Licensee shall not possess any highly flammable materials or any other material or instrument, which poses an unreasonable risk of damage or injury.

B. While on Residence Life premises, Licensee shall not engage in any activities that pose risk to the health, safety, or welfare of the resident or others, or to safety and integrity of the facility. Examples include, but are not limited to: possession of fireworks, explosives, lighting of fires, construction projects, welding, motor vehicle projects, and repelling from windows or walkways.

VII. APPEALS

A. Licensee may request an appeal for damage charges, fees, or fines as is outlined in the Residence Life Handbook.

VIII. MAINTENANCE OF PREMESIS

The College shall provide Licensee with furnishings. At check-in, the Licensee shall be responsible for noting condition of assigned living unit and furnishings on the Room Condition Card. Licensee agrees to give reasonable care to the living unit and its furnishings and to make payment for any damage or loss promptly upon demand by the College. Licensee shall vacate the living unit in good order and repair, normal and reasonable wear and tear accepted. In the event Licensee fails to maintain the living unit in good order and repair, Licensee shall pay the 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 security deposit, or a portion thereof, may be expended for the purpose of payment of such costs.

- A. Licensee shall not alter the Residence Life facility without the permission of The College. Any structural addition or alteration is prohibited without written permission of The College.
- B. The Licensee agrees to be jointly responsible with other Licensees for protection of the residence halls' common area furnishings and equipment, and facilities. Damage or loss of common area furnishings, equipment and physical plant unless specifically assigned to individuals shall be equally divided among all members of the living group who have reasonable access to the common area.

IX. NONRENEWAL OR REVOCATION OF LICENSE AGREEMENT

- A. The College may refuse to renew or revoke this License Agreement upon the following conditions:
 - 1. Administrative necessity of the College;
 - 2. Failure of Licensee to maintain status as a student at the College;
 - 3. Licensee's breach of any term or condition of this License Agreement, the OC Student Conduct Code, Supplemental Contract, or regulations outlined in the OC Residence Life Handbook, including failure to pay required fees.
- B. The College shall provide Licensee not less than three (3) business days' written notice for any of the above reasons

X. ABANDONMENT OR TERMINATION BY LICENSEE

Termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due the College for so long as the College does not terminate Licensee's right to an assigned living unit. In the event of termination or abandonment, Licensee shall have the right to be released from this agreement if a suitable replacement is found, pursuant to campus regulations and with consent of the College, which consent shall not unreasonably be withheld.

XI. DESTRUCTION OR UNAVAILABILITY

In the event that living unit 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 covered by floods, slides, fire, earthquake, other natural disasters and vandalism; civil disorder; compliance with state or federal law; unanticipated interruption of basic services; a drop in the rate of cancellations not reasonably foreseen by the College, if such drop results in an overbooking of available Residence Life facilities.

XII. VACATING THE RESIDENCE LIFE FACILITY

Licensee shall vacate the Residence Life facility on the expiration of the license period or upon revocation of this License Agreement, whichever occurs first.

XIII. TREATMENT OF INDEBTEDNESS

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

- A. Revocation of the License Agreement
- B. Payment of any attorney fees, court costs and any other collection costs that may occur.
- C. Withholding of the College services. (<http://www.olympic.edu/about-olympic-college/board-trustees/olympic-college-policy-manual-table-contents>) This includes:
 - Withholding official transcripts
 - Denial of registration

XIV. RIGHT OF ENTRY

The 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, or for any other lawful purpose. The 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.

XV. VISITORS AND GUESTS

Licensee shall permit visitors or guests to enter or access Residence Life facilities only as outlined in the OC Residence Life Handbook.

XVI. 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.

XVII. STUDENT RESIDENCE LIFE IN STATE OWNED OR OPERATED BUILDINGS

Licensees residing in Residence Life facilities located on the premises of, or managed by the College may, from time to time, experience ambient noise, inconvenience, and/or impeded access to or use of ancillary facilities caused by facility maintenance and/or construction projects and/or athletic events near the Residence Life facilities, which may negatively impact Licensee's living environment.

XVIII. SEX OFFENDER NOTIFICATION

Information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Kitsap County Sheriff's Office at http://www.sheriffalerts.com/cap_main.php?office=54474.

Depending on an offenders criminal history, this information will include the address at which the offender resides or the community of residence and ZIP Code in which the offender resides.

XIX. LICENSE CANCELLATIONS/REVOCATIONS AND REFUND POLICY

-- Cancellation Prior To Commencement of the Fee Period

- A. If the Licensee submits a written request to cancel the license at least 21 days prior to the beginning of the fee period, any outstanding amounts owed to the College will be debited from the fees paid in advance and the Licensee will receive a refund of the remaining balance of fees paid in advance.
- B. A request to cancel the license less than 21 days prior to the beginning of the fee period shall include Licensee's statement of reasons. Requests will be granted at the discretion of the Residence Hall Manager or designee. In addition to requiring payment of any outstanding amount owed to the College, a cancellation fee of \$200 may be charged. The remaining balance of any fees paid in advance will be paid to the Licensee.

-- Cancellation During The Fee Period With 30 Days Notice

A Request to Vacate Form may be submitted on or after the beginning of the fee period and requires a minimum 30-day written notice prior to the date the Licensee intends to vacate the facilities. A Licensee who meets one or more of the following criteria will receive a prorated refund for payments made in advance (minus amounts due or owing), calculated from the date the Licensee vacates the living unit through the end of the fee period.

- Licensee is a member of the National Student Exchange Program on a one or two quarter only exchange.
- Licensee graduates from the College.
- Licensee is a member of a College recognized international student exchange program.
- Licensee withdraws or takes educational leave from the College and does not re-enroll at the College for four quarters.
- Licensee is academically dismissed from the College.
- Licensee transfers to another school and provides documentation that he/she will no longer be enrolled at The College.
- The College can find a suitable replacement for the Licensee.
- The Licensee demonstrates through written appeal and supporting documentation that the request to vacate is due to extraordinary causes clearly beyond the control of Licensee. The Vice President for Student Services or their designee will determine if such cause exists, and their determination will be final.

A Licensee whose request is approved will receive a prorated refund for payments made in advance, calculated from the date the Licensee vacates the living unit through the end of the fee period. A cancellation fee of \$200 may also be charged. In the event that the Request to Vacate is not approved, the Licensee will be charged for room fees through the end of the fee period.

-- Cancellation During The Fee Period With Less Than 30 Days Notice

A Request to Vacate form which has been approved (see paragraph above) during the fee period, and is made less than thirty

(30) days prior to the date the Licensee intends to vacate the facilities will be charged a penalty equivalent to 30 days times the daily room rate for the living space. The 30-day period will be calculated by counting the day on

which Residence Life receives the written Request to Vacate. A cancellation fee of \$200 may also be charged. In the event that the Request to Vacate is not approved, the Licensee will be charged for room fees through the end of the fee period.

-- Revocation of Residence Life License

It is critical that the Licensee recognize that revocation of the Residence Life License because of disciplinary action does not release the Licensee from their financial obligation to Residence Life for the full license period. Disciplinary action may be taken when violations of any of the parameters outlined in the License or Handbook occur. When revoking a Residence Life License, the Residence Hall Manager or their designee will determine what disciplinary action and fees will be assessed and will so notify the Licensee.

By signing this License Agreement, I hereby agree to, and understand, all the terms and conditions of this agreement, as well as state that I have read and understand all policies, procedures and expectations outlined in the Olympic College Residence Life Handbook and the Olympic College Student Conduct Code.

Resident Name

Resident Signature

Date

Parent/Guardian Signature (if under 18)

Date

PHOTONIDEO/AUDIO RELEASE & USE OF LIKENESS FORM

I, _____, authorize Olympic College to take and use photographs, videos, and audio recordings of me for public information purposes, displays (on or off campus), news releases, video presentations, and advertisements and other marketing materials; and for use in Olympic College and/or community publications, with the understanding that my image/likeness will be used to promote Olympic College only. I do this willingly, expecting no compensation or gratuity of any kind from Olympic College.

Resident Signature:	Date:
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Resident DOB:	Parent or Guardian Name if under 18
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Parent or Guardian Signature:	Date:
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Request and Consent for Release of Student Records

Under the Family Rights and Privacy Act, students are extended the right of privacy of student information. These regulations prohibit the release of student information to anyone outside the College without the expressed written consent for release of this information by the student in question. If you would like Residence Life to be able to communicate with your parents, guardian, or other persons regarding the following issues please complete and sign this release form:

- Billing and Accounting Information
- Residence Hall Address Information
- Health/Psychological/Behavioral

Information Student Consent (Please Print):

Print Student Name:

Olympic College Student ID #:

Student Signature:

Date:

Name of individual(s) to whom information may be released:

1.

Relationship:

Phone:

2.

Relationship:

Phone:

3.

Relationship:

Phone:

4.

Relationship:

Phone:

Information changes to this form, including adding or deleting names, must be submitted in writing

This consent for release will remain in effect unless changes or request to terminate consent of release is submitted in writing or the student is no longer receiving services from Residence Life.

For Office Use ONLY

Input Date:

Initials:

ADDENDUM I
RESIDENCE LIFE, LICENSE AGREEMENT ADDENDUM
(For Students under 18 years of Age)

Olympic College's Office of Resident Life offers housing to students enrolled at Olympic College. While the majority of Residence Hall residents are over the age of 18, students 17 years of age are welcome. This contract addendum ensures that minor students (and their parents or guardians) who are accepted in the Residence Hall at Olympic College clearly understand the implications of their choice to live in an adult environment. This document must be signed by the student and his or her parent or guardian and returned to the Residential Life Office before the student will be allowed to move into the residence hall.

- Students housed in Olympic College's residence hall do not have a curfew, the residence hall does not have a central desk for students to check in and out of, and the residence hall staff does not monitor the whereabouts of our residents. Staff does check in with students periodically and encourage residents to connect with and communicate with their family and loved ones on a regular basis. Staff also expects residents to keep them informed of planned long-term absences.
- The college's residence hall is a living environment for adult students. The staff will not serve as substitute parents to minor residents, nor will they monitor minor students' behavior or view their choices differently than they would those of students aged 18 and older.
- The staff will assume that all students who are residing in the residence hall, regardless of their age, are capable of making day-to-day academic and life-style decisions and choices on their own.
- If the student has an issue or concern regarding his or her living situation, it is incumbent upon the student to raise this issue with the appropriate college staff in a timely manner.
- If the student becomes aware of conduct by other residents that violates the college's student conduct code, including policies prohibiting the possession and use of drugs or alcohol, the student is responsible for reporting this conduct to the staff
- Older students will not be expected to modify their behavior solely because there are minor students living in the residence hall. Minor students should expect to be exposed to a variety of "adult" issues and materials that older students have a legal right to talk about, post/watch/download/have in their rooms.

Please acknowledge your receipt, review, understanding, and acceptance of the contents of this addendum by signing below.

_____ Parent/Guardian	_____ Date	_____ Student	_____ Date
_____ Received and Filed:		_____ Residential Life Office Date	

NOTE: If the student is an emancipated minor, the student may sign and submit this addendum without the signature of a parent/guardian, but a copy of the court documents that corroborate his/her emancipated status must be attached or already on file with the Residential Life Office.