



This Housing Agreement is between Hope College, hereinafter called "College," and the undersigned tenant, hereinafter called "Tenant." By signing this Housing Agreement, Tenant agrees to occupy a furnished residential housing unit to be assigned by the College (the "Unit") upon the following terms and conditions. Hope College may accept this Agreement by giving possession of the Unit. Giving Tenant possession of the Unit shall be deemed as good and binding an acceptance of this Agreement as execution of the same by Hope College. If the Tenant is a minor, the agreement is with the undersigned parents and/or guardians.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** The term of this Housing Agreement (the "Term") shall be from 9 a.m., Friday, August 25, 2023, or the execution hereof, to 5 p.m., Friday, December 15, 2023, or 24-hours after the last exam, whichever comes first, and 12 p.m., Saturday, January 6, 2024, to 5 p.m., Friday, May 3, 2024, or 24 hours after the last semester exam, whichever comes first. The term may be extended past 5 p.m. on Friday, December 15, 2023, or Friday, May 3, 2024, in certain College-approved circumstances (e.g., participation in College-affiliated activity requiring Tenant to remain past Term).
- 2. OCCUPANCY:** Tenant is granted a nonexclusive license to use the furnished residential unit assigned by the college, or such other unit as the College may assign or reassign (the "Unit") during the Term, subject to all provisions of this Housing Agreement. This license is personal and it is neither assignable nor transferable. Tenant acknowledges that Tenant's use of the Unit may be in common with that of another Tenant, sometimes referred here in as "roommate." If Tenant desires to occupy the Unit for periods beyond the Term of Housing Agreement, Tenant shall pay such fees and execute such supplemental housing agreements as the College may require. Any such occupancy shall be subject to the terms and conditions of this Housing Agreement. Nothing in this Agreement shall be constructed as an obligation of the College to offer housing outside the Term. Tenants may be reassigned if deemed necessary by the Dean of Students or his/her designee.
- 3. HOUSING FEE:** In consideration of the use of the Unit for the Term, Tenant agrees to pay the housing fee published by the College. If Tenant refuses a roommate, that the College places in a room that is large enough to accommodate an additional person, Tenant agrees to pay 200% of the published housing fee.
- 4. MAINTENANCE, ROOM CONDITION AND DAMAGES REPORT:** Tenant shall submit to College in writing a Room Condition Report within forty-eight hours of delivery of possession of the Unit, in such form as the College may provide, and upon termination of possession as provided by the College rules and regulations. Tenant shall maintain the Unit and adjacent facilities in a clean, sanitary, and non-hazardous condition throughout the length of this agreement and return those areas to the College in the same condition as received, reasonable wear and tear expected. In the event the Tenant fails to return the Unit and adjacent facilities in the condition provided for herein, then Tenant shall pay to College on demand the reasonable cost for repairing such damages. The cost of repairing the damages to adjacent facilities may be assessed proportionately among all Tenants residing in a residential facility or portion thereof, when appropriate. Tenant grants to College the right to deduct or offset such damages from any deposits or credit balances Tenant may have with the College. At the end of the Term, if the space has not been cleaned, a cleaning company may be contracted to complete the cleaning of the space. The cost of this cleaning will be charged to the Tenant.
- 5. PERSONAL PROPERTY:** The College does not insure and is not responsible for the loss or theft of, or damage to the personal property of Tenant or others located in this Unit or on property belonging to the College. Tenant, by executing this Agreement, releases and discharges the College from any and all claims Tenant has or may have as a result of the loss or theft of, or damage to personal property of the Tenant. Tenant is advised to insure valuable personal property against loss or damage. Any personal property of Tenant which remains on

College property for more than ten (10) days following termination of occupancy by the Tenant shall be deemed abandoned and the College shall be entitled to retain such property or the proceeds thereof as compensation for its cost of storing, handling and/or disposing of such personal property.

6. GUESTS: Tenant will be responsible for violation of College rules and regulations by Tenant's guests. Guests shall only use the Unit in accordance with the College rules and regulations and no guest shall remain overnight without the approval of the College. (Please refer to the statement on Guests in the Student Handbook for more information. This information is available online at <https://hope.edu/offices/student-development/policies-resources/student-handbook.html> under "Guests," by viewing a paper copy available with your Resident Director, or in the Student Development Office.)

7. CANCELLATION: The College may cancel this Agreement under the following circumstances:

- a. Tenant's failure to remain an enrolled Student in good standing with the College (if housed for the purpose of attending classes).
- b. Tenant's failure to pay College enrollment or other deposits by the date designated by the College.
- c. Tenant's failure to pay housing fee within seven (7) days of the date specified in paragraph three.
- d. Tenant's failure to take occupancy of the Unit by August 29, 2023, or to retake occupancy for the spring semester by January 9, 2024.
- e. Tenant's violation of College Rules and Regulations.
- f. Tenant's failure to occupy the Unit for ten (10) consecutive days.

In the event the College terminates this Agreement, Tenant may be billed for the entire term for which this agreement is executed and assessed a \$100.00 liquidated damaged fee. The Tenant hereby agrees that it is responsible for the liquidated damage fee to cover the College's cost resulting from the Tenant's failure to fulfill the terms of the agreement; said fee is accepted as liquidated damages caused by such circumstances because the actual damages will be difficult or impossible to determine. Termination of this Agreement shall not release the Tenant from the Tenant's obligations to occupy college housing if required by the College rules and regulations.

8. RIGHT OF ENTRY: The parties agree that the College shall have access to the Unit without notice during normal working hours for cleaning, inventory, repairs, service and inspection. Further, Student Development and/or Campus Safety staff may enter the Unit at any time for the investigation of possible violation of College policies, rules, regulations or violations of federal, state and local laws and regulations, or to respond to emergencies or make repairs necessary to prevent further damage to College property. The investigation of possible violations may include, but is not limited to, asking questions, searching in both shared and private areas, and possibly seeking assistance from police agencies, if needed. The investigation may take place with or without the Tenant present.

9. UNIT ASSIGNMENT: This Agreement does not promise or guarantee Tenant assignment to a particular apartment, cottage, or room. The College will attempt to fulfill the Tenant's roommate request but cannot guarantee that this request will be fulfilled. The College will assign roommates on the basis of information provided on the Hope College Application/Agreement. In the case that a vacancy occurs in a Unit, Tenant agrees to accept an assigned roommate or move to another room at the request of the College. Where there is a vacant space, the room must be maintained by the Tenant in a manner that will allow another roommate to move in immediately. The College reserves the right to re-assign the Tenant(s) based upon the inability to be an effective roommate and a positive member of a community.

10. TELEPHONES/COMPUTER/COMPUTER ACCESS: Telephones, computers, and/or computer access shall be used only in accordance with the College policies. Any charges for telephone usage shall be in addition to the housing fee provided for in paragraph three of this Agreement.

11. NOTICES: All notices to Tenants shall be deemed to be delivered personally to the Tenant if and when placed in the Tenant's assigned campus mailbox. The College may, but is not required to, give notice to the Tenant by mailing such notice to the Tenant, with postage prepaid, addressed to the address given to the college as the Tenant's permanent address. Such notice shall be deemed given five (5) days after posting. Notices to the College shall be the individuals in charge of Housing, Attention: Housing Office, and shall be deemed to be duly

given if delivered during normal business hours to the individuals in charge of Housing or, if mailed, five days after posting, with postage prepaid, addressed as follows: Hope College, Housing Office, 141 E. 12th Street, Holland, MI 49423.

12. RULES AND REGULATIONS: Tenant agrees to comply with all College rules and regulations, in addition to all applicable federal and state laws and regulations. College rules and regulations means all regulations, policies, terms, and conditions found in the Hope College Handbook and other Hope College publications in effect at the time and duly approved by Hope College. The Student Handbook may be viewed online at <https://hope.edu/offices/student-development/policies-resources/student-handbook.html> or at copy may be picked up in the Student Development Office, or with Tenant's Resident Director.

ACKNOWLEDGMENT By signing below, Tenant acknowledges that Tenant has carefully and thoroughly read, understands, and agrees to each and every provision, term, and condition of this Housing Agreement.