

**FEATHER RIVER COLLEGE RESIDENCE HALLS**  
**300 GOLDEN EAGLE AVENUE, QUINCY, CALIFORNIA 95971**  
**530-283-9414**  
**WWW.FRC.EDU**

**TEN (10) MONTH**  
**STUDENT HOUSING LICENSE AGREEMENT**  
**2011-12 ACADEMIC YEAR**



Please designate your housing preference. Feather River College Residence Halls' staff will make every effort to honor your request. Staff will contact you if your request cannot be honored.

- One Bedroom / Double Occupancy (2 students)
- Two Bedroom / Double Occupancy (4 students)

Name \_\_\_\_\_  
Last First Middle

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Home Telephone: Area Code ( ) \_\_\_\_\_ Birthdate \_\_\_\_\_

Cell phone: Area Code ( ) \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Gender:  Male  Female

Current Age: \_\_\_\_\_ (If under the age of 18, please read policy for minor housing.)

I am on the following sport team:  Football  Men's Basketball  Women's Basketball  Baseball  Softball  
 Soccer  Rodeo  Volleyball

My intended major or program of study is: \_\_\_\_\_

Room-mate preference(s): \_\_\_\_\_

If you are intending to bring a car check here: \_\_\_\_\_ (\$20 per semester, applies to Feather River College Residence Halls only)

I will be using the following payment plan:  Plan #1 (Payment in Full)  Plan #3 (Monthly Installments)  
 Plan #2 (Payment by Semester)

**Please see Page 3 for payment plans, plans #2 and #3 require a "Guarantor Agreement" (page 7)**

---

**I. AGREEMENT AND FEES**

This **TEN (10) Month Academic Year** License Agreement is entered into between Feather River College Residence Halls hereinafter called "FRCRH" and the above named person hereinafter called "Licensee." ***THIS LICENSE AGREEMENT IS A CONTRACT FOR THE ENTIRE 10 MONTH ACADEMIC YEAR.*** In consideration for the right to occupy an assigned space within Feather River College Residence Halls' housing facility, the licensee hereby agrees to make payments to FRCRH in accordance with one of the payment plans. If the Licensee and FRCRH jointly execute a License Agreement after the beginning of the fee period, standard fees will be charged on a prorated basis for the balance of the academic year. ***The fee period is defined as the 10 month academic year period.***

Return of the signed copy of this license, security/cleaning deposit, first month's rent, guarantor agreement and a photocopy of your driver's license shall constitute acceptance of the license by the student, or parents/guardian/legally responsible person if student is less than 18 years of age. Licenses offered and not returned in a timely manner may impact your housing status. Students are required to have initial payment posted with the FRCRH Office prior to occupancy and move-in.

I (we) have read the entire FRCRH License Agreement and FRCRH Student Housing Handbook, and I (we) agree to all terms.

Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

(Parent or Guardian for student under 18 years of age)  
See information regarding housing policy for minor children.

**For Office Use:**

This Student Housing License Agreement is hereby accepted by the Feather River College Residence Halls.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## Payment Plans

The Monthly Installment Plan requires security/cleaning deposit and first month's rent to be submitted with the completed Student Housing License Agreement prior to occupancy or move-in. Plans 1 & 2 require payment and security/cleaning deposit to be submitted with the completed Student Housing License Agreement prior to occupancy or move-in.

### Housing Payment Options for 2011-2012

Payment Options	Payment in Full: Plan #1	By Semester: Plan #2	
	Due 8/1	Due 8/1	Due 1/10/
One Bedroom	<b>\$4,550</b>	<b>\$2,350</b>	<b>\$2,350</b>
Two Bedroom	<b>\$4,250</b>	<b>\$2,200</b>	<b>\$2,200</b>

Monthly Installments Plan #3	Due 8/1	Due 9/1	Due 10/1	Due 11/1	Due 12/1	Due 1/1	Due 2/1	Due 3/1	Due 4/1	Due 5/1
One Bedroom	<b>\$480*</b>	<b>\$ 480</b>	<b>\$ 480</b>	<b>\$ 480</b>	<b>\$ 480</b>	<b>\$ 480</b>	<b>\$ 480</b>	<b>\$ 480</b>	<b>\$ 480</b>	<b>\$ 480</b>
Two Bedroom	<b>\$450*</b>	<b>\$ 450</b>	<b>\$ 450</b>	<b>\$ 450</b>	<b>\$450</b>	<b>\$ 450</b>	<b>\$ 450</b>	<b>\$ 450</b>	<b>\$ 450</b>	<b>\$ 450</b>

Semester and Monthly Installment Plans contain a handling fee.

**NOTE:** If payment is not received at FRCRH Office by the 5<sup>th</sup> of each month, a late fee starting at \$20 will be assessed.

**Security/Cleaning Deposit:** \$480 - 1bd; \$450 - 2bd

**\* Move-In Costs:** Security/Cleaning Deposit and First Month's Rent (\$960 - 1 bedroom; \$900 - 2 bedroom)

---

### Important Dates:\*\*

August 1, 2011	Begin check-in for fall semester, Monday-Friday, 9:00 A.M. to 3:00 P.M. Only
January 9, 2012	Begin check-in for spring semester, Monday-Friday, 9:00 A.M. to 3:00 P.M. Only  (please call office to check holiday schedule)
May 26, 2012	Last day to check-out 9:00 A.M. to 3:00 P.M.

---

\*\* Students will only be allowed to check-in and check-out at the Residence Hall's main office during days and times listed.

## II. OCCUPANCY

(a) Feather River College Residence Halls (FRCRH) hereby grants to Licensee permission to occupy a bed space within a specific housing unit to be assigned and identified by FRCRH for the entire ten month academic year housing period, unless sooner terminated under provisions of this License Agreement. Specific assignment of a housing unit shall be made by FRCRH and may be changed by FRCRH based on needs and circumstances as determined by FRCRH, such as facility repairs or roommate conflicts.

## III. ENHANCEMENT OF EDUCATIONAL EXPERIENCE

(a) Feather River College Residence Halls shall maintain a professional staff to work with students to develop a community concept within the housing facility to enhance student's educational experience at Feather River College. Feather River College Residence Halls shall provide opportunity for input by Licensee into the development of the community. The facility shall be operated to enhance the educational, social, and recreational opportunities available to Licensee.

(b) Licensee agrees to recognize the importance of maintaining the housing facility as an environment that is conducive for fellow students to study, live, and sleep. While in the facility, Licensee agrees to not disturb this environment and follow all rules set forth in the FRCRH Student Housing Handbook and License Agreement.

## IV. TERMS AND CONDITIONS

(a) The FRCRH Student Housing handbook is made a part of this License Agreement and residents are subject to all regulations contained in FRCRH Student Housing Handbook, a copy of which has been provided for review and is available at the Feather River College Residence Halls' Office.

(b) Licensee agrees to comply with the housing facility regulations, which are listed in the Student Housing Handbook, and any subsequent amendments.

(c) This License Agreement shall not be transferred except as permitted in Section IX.

(d) It is understood and agreed by Licensee and Feather River College Residence Halls that no lease or any other interest in real property is created by this Agreement.

(e) Licensee agrees not to sublease a room to which he or she is assigned and to pay current and future housing rates of their assigned living environment.

(f) Feather River College Residence Halls reserves the right to change room rates and occupancy after due notice and to add other requirements and stipulations as may become necessary for the betterment of the housing program and the general welfare of the students.

(g) To be eligible for occupancy, Licensee must be currently enrolled and maintain status as a student at Feather River College with at least 4 semester units.

## V. MAINTENANCE OF PREMISES

(a) Feather River College Residence Halls shall provide Licensee with the furnishings and in the condition noted on the Room Condition Inventory (available upon check-in). Licensee agrees to give reasonable care to her/his living unit and its furnishings and to make payment for any damage or loss promptly upon demand by Feather River College Residence Halls. Licensee shall vacate the living unit in good order and repair, normal and reasonable wear and tear excepted. In the event Licensee fails to maintain the living unit in good order and repair, Licensee shall pay Feather River College Residence Halls the reasonable costs incurred in returning the living unit to a condition of good order and repair. The Licensee will be charged a mandatory cleaning fee with a minimum of \$50.00 upon check-out unless room is cleaned to meet acceptable standards.

(b) Licensee shall make no alterations to the housing facility without the permission of Feather River College Residence Halls. Any structural addition or alteration is prohibited without written permission of Feather River College Residence Halls Management.

(c) Licensee shall not possess any highly flammable material, firearm, ammunition, fireworks, explosives, dangerous weapons or any other material or instrument which, in the opinion of Feather River College Residence Halls' authorities, poses an unreasonable risk of fire, damage or injury.

(d) Feather River College Residence Halls shall not be responsible for any damages or losses that may occur in roads, driveways, parking lots or parking areas.

## VI. CANCELLATION BY LICENSEE PRIOR TO TEN MONTH FEE PERIOD

(a) Licensee may cancel their license after it has been approved by FRCRH by giving written notice to Feather River College Residence Halls Office at least 30 days prior to the beginning of the **ten month** fee period.

(b) A request to cancel a license less than 30 days prior to the beginning of the **ten month** fee period shall include Licensee's statement of reasons. Feather River College Residence Hall Management **shall** grant the request based on the following standards, with appropriate verification: (1) end of student status, or (2) marriage. Feather River College Residence Hall Management **may** grant, **at its sole discretion**, the request based on the following standards, with appropriate verification: (1) extreme hardship beyond the control of licensee and (2) a suitable replacement licensee is available to rent the vacated space. FRCRH shall make a reasonable effort to locate a suitable replacement licensee.

## VII. CANCELLATION AFTER THE BEGINNING OF THE TEN MONTH FEE PERIOD

(a) Licensee who requests to vacate the housing facility shall give at least a 30-day written notice of intention to vacate and the reason thereof. A petition to terminate shall be obtained from Feather River College Residence Hall Housing Office, completed, and returned to the Residence Hall Manager.

(b) Feather River College Residence Hall Management **shall** grant a request to vacate submitted pursuant to subsection (a). The determination will be based on the following standards, with appropriate verification: (1) graduation or (2) marriage.

(c) Feather River College Residence Halls' Management **may, at its sole discretion and on occasion**, grant the request based on the following standards, with appropriate verification of: (1) extreme hardship beyond the control of licensee and (2) a suitable replacement licensee is available to rent the vacated space. FRCRH shall make a reasonable effort to locate a suitable replacement licensee.

(d) If request for cancellation is approved, Licensee's financial obligation will be prorated by a daily rate for the dates of occupancy and loss of the initial two month's rent payment.

## VIII. REVOCATION OF LICENSE AGREEMENT

(a) Feather River College Residence Halls management may revoke this License Agreement and evict the Licensee upon the following conditions:

(1) Serious or repeated failure to comply with housing policies and procedures as stated in the License Agreement or Student Housing Handbook. If a resident is asked to vacate the housing facility as a result of disciplinary action as defined in the Student Housing Handbook, FRCRH expressly reserves the right to charge for the full academic year according to the License Agreement. All such failures are considered "non-curable" breaches of the Agreement with the exception of payment of rents or fees.

(2) Failure of Licensee to maintain status as a student at Feather River College and housing space is needed for other students.

(3) Licensee's serious or repeated breach of any term or condition of this License Agreement or the Student Housing Handbook ("non-curable") including failure to pay required rents and fees ("curable").

(4) Licensee engaging in conduct that endangers the safety or well being of other residents, as reasonably known by management, or the conviction of a felony.

(5) Administrative necessity (for example: facility repairs, safety or emergency) as determined by Residence Halls' management.

(b) FRCRH management shall provide notice to Licensee not less than 72 hours prior to revocation of license resulting from an occurrence described in subsections above, except in cases of emergency, such as (4) or (5).

#### **IX. ABANDONMENT OR TERMINATION BY LICENSEE**

Except as permitted in Section VI or VII, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due Feather River College Residence Halls. Under certain circumstances, revocation, termination or abandonment, Licensee may be released from this agreement if a suitable replacement occupant is found, upon approval of Residence Halls' management. FRCRH shall make a reasonable effort to locate a suitable replacement licensee. Licensee's personal belongings left on property will be disposed of in accordance with legal requirements.

#### **X. DESTRUCTION OR UNAVAILABILITY**

In the event that bed space 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 prorated refund of any fees applicable to periods after Licensee was required to vacate. Such conditions include, but are not limited to, damage caused by floods, slides, fire, earthquake, other natural disasters, and vandalism; civil disorder; compliance with state or federal law; unanticipated interruption of basic services; drop in the rate of vacancies or cancellations not reasonably foreseen by FRCRH if such drop results in an over-booking of available housing facilities.

#### **XI. REFUND OF RENTS**

Feather River College Residence Halls shall authorize refunds of rents only as provided for in the License Agreement and Student Housing Handbook.

#### **XII. VACATING THE HOUSING FACILITY**

Licensee shall promptly vacate the housing facility on the expiration of the fee period or upon revocation of this License Agreement, whichever occurs first, after due notice and in accordance with license agreement and legal requirements.

#### **XIII. PAYMENT OF RENTS PROCEDURE / EVICTION FOR NON-PAYMENT**

(a) Rent payments are due by the first of each month

(b) After five days grace period (6<sup>th</sup> of the month or first weekday thereafter) the first written notice of delinquent rent and eviction at the end of the month is given to the resident and a \$20 late fee is assessed plus an additional \$10 for every 5 additional calendar days that the rent is late

(c) After five more days grace period (11<sup>th</sup> of the month or first weekday thereafter) the second written notice of delinquent rent and, eviction at the end of the month and late fee is given to the resident,

(d) After five more days grace period (16<sup>th</sup> of the month or first weekday thereafter) the third written notice informing the student that (s)he will be evicted at the end of the month if rent and late fees are not paid within five additional days (21<sup>st</sup> of the month or first weekday thereafter)

(e) Resident is evicted at the end of the month in accordance with this license agreement and legal requirements.

(f) Resident continues to be liable for entire ten-month lease obligations as stated in license agreement

#### **XIV. TREATMENT OF INDEBTEDNESS**

Failure of Licensee to satisfy the financial obligations of this License Agreement may result in action by the FRCRH, including but not limited to:

(a) Assessment of a late fee, in accordance with the fee schedule.

(b) Revocation of the License Agreement.

(c) Eviction.

(d) Withholding of Feather River College services or records pursuant to the License Agreement and Student Housing Contract.

This includes: 1) Withholding official Feather River College transcripts / records. 2) Denial of registration.

(e) Offset of loans, grants, scholarships, and/or earnings payable through Feather River College.

(f) Referral to an outside collection agency, and/or a credit reporting agency; and/or legal action.

(g) Submission of your debt information to the Franchise Tax Board for possible deduction of payment from your tax refunds or other money the state may owe you.

(h) Licensee agrees to pay all costs incurred by the Feather River College Residence Halls to effect collection in the event of Licensee's default.

(i) Licensee authorizes Feather River College Residence Halls, its agents, and any collections agency or legal counsel under their direction to contact any individual, school, employer, doctor, or state/federal agency in order to substantiate information, including current address, relevant to collection of this debt.

#### **XV. RIGHT OF ENTRY**

Feather River College Residence Halls shall have the right to enter the premises occupied by licensee for the purposes of damage inspection, emergency, health, safety, maintenance, administration of applicable rules and regulations, or for any other lawful purpose.

#### **XVI. INSURANCE**

(a) During the period covered by this License Agreement, Licensee is recommended to obtain health, accident and renter's insurance.

(b) Feather River College Residence Halls has no insurance to cover the personal or property damage of Licensee. Therefore, FRCRH highly recommends that Licensee obtain insurance, such as renter's, accident and health policies. The FRCRH assumes no responsibility for licensee's personal property.

#### **XVII. VISITORS AND GUESTS**

Licensee shall permit no visitors or guests to enter the housing facility except as permitted under the Student Housing Handbook and License Agreement. Minors under the age of 18 must have parental supervision and must be checked-in at the Office, Security Office or RA office. Overnight visitors must be checked in at the Office, Security Office or Resident Assistant (RA) office.

#### **XVIII NON-WAIVER**

The waiver by FRCRH of any breach of a term or condition of this License Agreement shall not constitute a waiver of any other or subsequent breach.

#### XVIV SECURITY

While the Residence Halls' makes an effort to provide safe and secure premises, Residence Halls shall not be liable for resident's safety. Residents must take full responsibility for their individual safety and should behave accordingly and take appropriate precautions. Examples might include walking in groups, walking on well lighted paths during evening hours, locking doors and windows, not sharing or loaning room keys, not opening doors to strangers, etc.

### FEATHER RIVER COLLEGE RESIDENCE HALLS

#### IMPORTANT REMINDERS !!

1. **The License Agreement is for an entire ten (10) month academic year.** Students evicted or that leave early will be held responsible for their entire academic year license agreement obligations.
2. **The Student Housing Handbook is a part of this license, make sure you have read and understand it.** You may review and / or request a copy at the Residence Halls' Office.
3. Initial payment of first and last month's rent should be received in FRCRH Office by August 1, 2011.
4. Payments received after the 5<sup>th</sup> of each month will result in a minimum of a \$20 late fee plus an additional \$10 for every 5 additional calendar days that the rent is late.
5. FRCRH is a non-smoking facility. Designated areas for smoking are the lower parking lots.
6. Students are responsible for their behavior, actions, living and common spaces, including but not limited to, all damages and violations listed in the Student Housing Handbook.
7. Students returning after the winter holiday break for the spring semester must check-in at the Office so Residence Halls can determine status of all residents and determine availability of rooms for new students.
9. Use of personal grills / BBQ's is not allowed. Permanent grills / BBQ's are available on Residence Halls' property for residents' use.
10. **FRCRH is a "no-tolerance" alcohol, illegal-drug use and violence zone! Any violation for possession, distribution, or use of alcohol or illegal drugs or acts of violence will result in immediate eviction and demand for payment of the housing fees for the entire academic year for which you are liable.**

**FEATHER RIVER COLLEGE RESIDENCE HALLS**  
**GUARANTOR / PRIMARY OBLIGOR AGREEMENT**

**(GUARANTEE OF TEN (10) MONTH STUDENT HOUSING LICENSE AGREEMENT)**

In consideration of the execution of the ten month Student Housing License Agreement for the premises located at 300 Golden Eagle Avenue, Quincy, California, by and between

\_\_\_\_\_ (Resident) and Feather River College Residence Halls, hereby known as Owner, and signed on Page 1 of the License Agreement by Resident on \_\_\_\_\_ (date);

\_\_\_\_\_ (Guarantor / PRIMARY OBLIGOR of Resident), hereby known as Guarantor, does hereby jointly and severally guarantee unconditionally to Owner, Owner's Agent and/or Owner's successor and assigns, the prompt performance of all terms, covenants and obligations and payment by Resident or Guarantor of the rent and any other sums which become due pursuant to the Student Housing License Agreement, including any and all court costs or attorney's fees incurred in enforcing the Student Housing License Agreement.

Guarantor warrants and represents that he will benefit directly or indirectly from Resident's acceptance of the Student Housing License Agreement and acknowledges that such represents full and complete consideration herein.

In the event of any breach of any terms of the Student Housing License Agreement or the Student Housing Handbook by Resident, Guarantor shall be jointly and severally liable for any damages, financial or physical, caused by Resident, including any legal fees incurred in enforcing the Student Housing License Agreement, the Student Housing Handbook or this Guarantee. Guarantor shall have no longer than fifteen (15) days to make full payment of such amounts that are due.

This Guarantee may be immediately enforced by Owner or Owner's Agent upon any default by Resident and an action against Guarantor may be brought at any time without first seeking any recourse against Resident.

The insolvency of Resident or nonpayment of any sums due from Resident will be deemed as default giving rise to action by Owner or Owner's agent against Guarantor.

If any legal action or other proceeding is brought by Owner to enforce any part of the Student Housing License Agreement, Student Housing Handbook or this Guarantee, Owner shall be entitled to be reimbursed for reasonable attorney's fees and costs incurred from Resident or Guarantor.

This guarantee does not confer a right to possession of the premises by Guarantor, and Owner is not required to serve Guarantor with any notices to terminate or to perform covenants, including any demand for payments or any action or proceeding against Resident, prior to Owner proceeding against Guarantor's obligation under this Guarantee.

Unless released in writing by Owner, Guarantor expressly acknowledges that he will be and remain jointly and severally liable as a primary obligor for the terms and indebtedness hereunder and expressly acknowledges the reliance hereon of the Owner.

Guarantor hereby expressly and irrevocably waives any right to assert against Owner any defense (legal or equitable), subrogation, set-off, counterclaim or other right.

If Owner or Owner's Agent contacts Guarantor for any violations by Resident it is agreed that it is in the best interest for all parties that the Guarantor ensures that the Resident complies with Residence Halls' disciplinary actions. However, Owner is NOT obligated to inform or discuss with Guarantor any situation regarding the Resident.

**GUARANTOR / PRIMARY OBLIGOR:**

Name of Guarantor / Primary Obligor: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Driver's License # and State: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Employer's Name: \_\_\_\_\_

Employer's Address, \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Your Position or Job: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

Student Resident's Name: \_\_\_\_\_

Guarantor's relationship to Resident: \_\_\_\_\_

**PLEASE INCLUDE A CLEAR PHOTO COPY OF GUARANTOR'S DRIVER'S LICENSE**

I verify that all information given above is true and correct and authorize Owner to verify any information provided to obtain all relevant credit information. By signing this agreement I give Owner the right to obtain a credit report and employment verification and I accept all terms listed and within this Agreement.

I accept this Guarantee and Agreement:

Guarantor / Primary Obligor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Agent: \_\_\_\_\_ Date: \_\_\_\_\_