



ACCREDITATION EVIDENCE

Title: Housing Lease: 2020-2021

Evidence Type: Clear

Date: 17 May 2020

WAN: 22-0081

Classification: Resource

PII: No

Redacted: No



Western Wyoming Community College
Housing Lease

THIS LEASE, made to be effective the date indicated in Paragraph 20(b) below, by and between WESTERN WYOMING COMMUNITY COLLEGE, whose address for the purpose of this lease is 2500 College Drive, Rock Springs, WY 82901, hereinafter referred to "Lessor" or "College" and the person indicated in Paragraph 20(a) below whose address for the purpose of this lease shall be 2600 College Drive OR 525 Gateway Blvd., Rock Springs, WY 82901, hereinafter referred to as "Lessee" or "resident."

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT:

1. GENERAL: The covenants herein contained shall bind, and the benefits and advantages thereof shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender includes all genders.

2. DESCRIPTION: The Lessor, for and in consideration of the covenants and agreements herein contained, to be kept and performed by the Lessee, hereby demises the leases to the Lessee, all of the following premises and property situated upon the campus of Western Wyoming Community College located in Sweetwater County, Wyoming.

3. CONDITION OF PROPERTY: The Lessee covenants and agrees with the Lessor that the Lessee has received the described property and premises in good order and condition and that at the expiration of this lease on the date indicated in Paragraph 20(c) below, the Lessee shall deliver said premises and property to the Lessor in as good order and condition as when entered upon and possession taken by the Lessee, loss by fire, inevitable accident or ordinary wear excepted.

4. HOUSING FEES: The Lessee, in consideration of leasing of said premises and property, shall pay to the Lessor the following sums of money:

a) A damage and room reservation deposit in advance of taking occupancy in the amount of One hundred and Fifty and No/100 (\$150.00) dollars all units. If the Lessee cancels this Housing Lease after August 1 for Fall semester or after January 1 for Spring semester, said \$150.00 shall be forfeited by Lessee to Lessor as liquidated damages. Upon termination of the lease, following optional withdrawal or termination at the end of any semester during the term of this lease or graduation, \$125.00 of the deposit provided for herein shall be returned to Lessee provided that Lessee has not in any way damaged the leasehold premises during the term of his or her occupancy, Lessee has completed all check-out procedures, and Lessee has incurred no other debts the deposit may offset.

b) Lessee shall pay to Lessor the sum indicated in Paragraph 20(d) below. This amount is considered part of the total cost of attendance. For payment information, refer to the current year catalog and/or class schedule.

c) The Housing and Meal Plan Refund Schedule is published in the Housing Handbook*.

5. FOOD SERVICE FEES: (Required for ALL persons living in suite units AND also for freshman living in apartments)

a) When living in the residence halls, all freshmen and all students in non-kitchen units are required to purchase either a Plan A or Plan B.

b) The cost of the meal plan is considered part of the cost of attendance and is paid in the same manner as tuition and fees and housing fees.

c) The Housing and Meal Plan Refund Schedule is published in the Housing Handbook.

6. CARE OF PREMISES: The Lessee shall not perform any acts or carry on any practices which injure the leased premises or be a nuisance or menace to neighboring tenants.

7. COMMERCIAL USE OF PREMISES: Lessee agrees to use the premises for residential purposes only and to comply with all city, county, and state laws in regard to the use of the property. No business of any kind shall be conducted on or from said premises and property.

8. PETS, SERVICE ANIMALS, AND ASSISTANCE ANIMALS: No dogs, cats, or birds shall be kept in the premises. Dogs, cats, birds, reptiles, rodents, pet animals of any kind, pet "guests", and pet-sitting are not permitted. In cases of service or assistance animals, reasonable modifications to this rule will be addressed with the appropriate College personnel in

accordance with Policy 5460C*. Eligibility for a reasonable accommodation to keep a service animal or assistance animal in the premises if the premises is not designated as pet friendly must be verified by appropriate College staff.

9. GUESTS: No guests shall be accommodated overnight by Lessee unless said guest is officially registered with the Resident Assistant and is of the same gender as Lessee; said guest shall not be accommodated for a period in excess of three nights during which time there shall be no charge for occupancy by said guest; and, thereafter, said guest shall be required to pay a fee of Ten and No/100 (\$10.00) Dollars per night up to seven nights total per semester.

10. ALCOHOL: The College prohibits students from using, possessing, or selling alcoholic beverages at college-sponsored or supervised activities or on property it owns or leases (Policy 5420B*). Public drunkenness on campus is also considered a violation of the campus and residence hall alcohol policy. Public drunkenness is defined as being physically or verbally abusive or disruptive on campus while under the influence of alcohol or any intoxicant. Alcohol containers, whether they are full or empty, will not be allowed anywhere in the residence halls area or on the College campus. Lessee agrees and understands that a violation of this policy will subject Lessee to disciplinary action and/or criminal prosecution. Any resident found at a social gathering in the residence halls where alcohol is present may be in violation of College policies even if he or she is not in possession of, selling, using or distributing the alcohol.

11. ILLEGAL OR PROHIBITED DRUGS: The College prohibits students from using, manufacturing, possessing, distributing, or selling illegal drugs or drug paraphernalia on property it owns or leases. Lessee agrees and understands that a violation of this policy will subject Lessee to disciplinary action and/or criminal prosecution. (Policy 5420C*). Lessee agrees to conform to college policy, federal, state and local laws prohibiting the production, distribution, sale, use or possession of illegal drugs, or the distribution or misuse of prescription medications, on property the College owns or leases. For the purposes of this paragraph, items prohibited on College property include but are not limited to roach clips, water pipes, chamber pipes, carburetor pipes, electric pipes, air-driven pipes, chiller pipes, chillums, bongs or any item altered for the purpose of using illegal drugs. Any resident found at a social gathering in the residence halls where illegal drugs or drug paraphernalia are present may be in violation of College policies even if he or she is not in possession of, selling, using or distributing the illegal drugs or drug paraphernalia.

12. TOBACCO AND ELECTRONIC CIGARETTES: Lessee understands and agrees that the use of tobacco, including electronic or vapor cigarettes, is prohibited in all College facilities and the premises and is permitted only in designated areas.

13. WEAPONS: Lessee shall not possess, use or store weapons on College property, except as herein provided. A "weapon" is any device designed to produce serious injury or death, or to intimidate, threaten, or endanger an individual, or any replica that a reasonable person might believe capable of producing serious injury or death. The term "weapon" as used herein includes, but is not limited to firearms (including those air-powered as well as those using an explosive or gunpowder), stun guns, dart guns, dangerous chemicals, any explosive devices (including hand grenades, bombs, black powder, smokeless powder, percussion caps, friction primer, and pyrotechnic fuses and fireworks), knives with blades longer than those of a 4" folding pocket knife except knives used for cooking purposes, switchblades, daggers, swords, striking instruments (including clubs, truncheons, blackjacks, and metal knuckles), martial arts weapons (including nun chucks, tonfas, staffs and throwing stars), bow and arrow combinations, slingshots and paintball guns. Lessee may only possess, use or store a weapon in compliance with Board policy 3910K*. A resident may store weapons in accordance with the Protective Services Firearms/Weapons Storage Procedure.

14. INDEMNIFICATION FOR LOSS TO LESSOR: Lessee shall be financially responsible for and shall hold Lessor harmless and indemnify Lessor for any loss which Lessee may suffer by reason of theft or damage done to Lessee's property on the leasehold premises. In addition, the Lessee covenants and agrees with Lessor that Lessor shall not be liable or accountable for any damages or injuries to any persons or property occurring in or on the premises herein leased, arising out of the occupancy or use by Lessee of the premises, whether or not due to carelessness, negligence or improper conduct of the Lessee.

15. POWER OF LESSOR: Lessor shall have the right and option at any time during the time of this lease, to cancel said lease in the interest of the health, discipline or academic interest of the institution. In addition, college personnel are authorized to enter student rooms to verify occupancy, for the purpose of performing maintenance, to ensure cleanliness and safety standards, and whenever probable or reasonable cause exists to believe that a violation of residence halls regulations may be occurring. While in the room, any observed violations will be reported to the appropriate administrator. Lessor shall have the right, in times of high on-campus housing demand, to place students in overflow housing. Overflow housing refers to any plan designed by the College to house students in spaces or room locations ordinarily not used in times of normal occupancy. Examples include, but are not limited to: (1) Two bedroom apartments normally accommodating four students would accommodate five students; (2) Suite units normally accommodating two students would accommodate three students; and (3) A lounge area could be set up to temporarily accommodate housing residents in an overflow situation.

16. CHANGE OF ASSIGNMENT: Lessor specifically reserves the right, without notice, to consolidate vacancies as may occur in on-campus housing and may change Lessee's assignment of leasehold premises during the term of this lease.

17. CHANGE OF RENTAL: Lessor reserves the right, without further notice, to change the rental provided for in this agreement, if in the interest of the institution, such a change of rental is deemed necessary by the Board of Trustees of Lessor.

18. CHECK-OUT PROCEDURES: Upon termination of this leasehold agreement, Lessee covenants and agrees that he or she shall:

- a) Remove all personal property from the leasehold premises;
- b) Properly clean the leasehold premises and restore them to the order in which they existed upon taking occupancy by the lessee;
- c) Arrange for an inspection of the leasehold premises by a member of Housing staff;
- d) Remove all personal property, if any, from assigned storage unit; and
- e) Ensure that proper check-out records have been processed by Housing staff.

Until all of the foregoing conditions have been met by Lessee, Lessee shall be considered a hold-over tenant and shall remain liable for the payment of rent pending completion of check-out procedures.

19. OTHER REGULATIONS AND POLICIES: Lessee agrees to read and conform to all policies and regulations as set forth in the "Housing Handbook", which document is by this reference made a part hereof. The Housing Handbook* can be found online in the MyWestern* Portal under the Western Life/Housing pages, or a paper copy can be requested by contacting Mustang Central. In addition, Lessee shall conform to such additional written rules and regulations, and housing policies and procedures of the College reasonably related to this Lease Agreement, including any that are promulgated from time to time by Lessor for the safety, care, cleanliness, or orderly conduct of the premises and for the benefit, safety, comfort, and convenience of all occupants. Lessor shall be under no obligation to enforce its rules and regulations, and housing policies and procedures uniformly.

*Links found below:

[MyWestern](#)

[Housing Handbook](#)

[Policy 5460C](#)

[Policy 5420B](#)

[Policy 5420C](#)

[Policy 3910K](#)

20. AUTHORIZATION:

a) Name of Lessee: *

b) Date Lease Commences: May 17, 2020

c) Date Lease Expires: May 11, 2021

d) Rent for Specific Date Ranges & Room Styles:

| | SUMMER 2020 | FALL 2020 | SPRING 2021 |
|--------------------------|--------------------|-------------------------|---------------------|
| | May 17 – August 19 | August 20 - December 15 | January 18 – May 11 |
| Suite Unit | | | |
| (Rocky I & Ground Level) | Not Available | \$1145 | \$1145 |
| Semi Private | | | |
| (Rocky II & Aspen) | Not Available | \$1305 | \$1305 |

2 Bedroom Apartment

| | | | |
|-----------------------|----------|--------|--------|
| (Snowy, White, Teton) | \$804.00 | \$1340 | \$1340 |
|-----------------------|----------|--------|--------|

1 Bedroom Apartment

| | | | |
|-----------------------|----------|--------|--------|
| (Snowy, White, Teton) | \$957.00 | \$1595 | \$1595 |
|-----------------------|----------|--------|--------|

Private Bedroom Unit

| | | | |
|--------------|---------------|--------|--------|
| (Wind River) | Not Available | \$1970 | \$1970 |
|--------------|---------------|--------|--------|

-Summer rent will vary depending on when lessee occupies space. Inquire at Mustang Central regarding specific rent for dates that aren't listed above.

-Single Rates are double the regular rent and only available if space allows.

-Per day rates will be assessed if you stay through the Winter Break and then cancel for the spring semester.

e) Signature of Lessee *

Date *

f) Signature of Parent if Lessee is under Eighteen Years of Age

Date