

**2009-2010 AGREEMENT OF LEASE
GORDON COMMONS AND GORDON VILLAGE**

THIS LEASE is made and entered into this day (the "Execution Date") by and between Gordon College, (hereinafter referred to as "College") and is entered into by _____, hereinafter identified as Tenant, and _____,

Print Student Name

Print Guarantor Name

hereinafter identified as Guarantor, by agreeing to the terms and conditions set forth in this Lease.

**CAUTION- IT IS IMPORTANT YOU
THOROUGHLY READ THIS LEASE BEFORE
YOU SIGN IT.**

1. **PREMISES AND TERM:** Tenant's right of occupancy hereunder consists of the exclusive use and occupancy of the bedroom and semi-private bathroom assigned to Tenant and the shared use and occupancy of the kitchenette and living/dining area, where applicable, with the other tenants of the Unit (the "Co-Tenants").

It is expressly understood this Lease is for the entire Term (Fall 2009 and Spring 2010 semesters) regardless of whether Tenant is transferred, ceases to be enrolled at College, or for any other reason is unable to continue occupying the Bedroom.
Initial _____

2. **POSSESSION:** If possession of the Bedroom is not granted by the first day of the Academic Calendar (Commencement Date), rent shall be abated on a daily basis until possession is granted provided such late delivery shall not extend the Term. If possession is not granted within thirty (30) days after the Commencement Date, Tenant, as its sole remedy, may give College written notice after such thirty (30) day period, void this Lease, and have full refund of any deposit. College shall not be liable for damages for any delay in delivery of possession.

Please place the following in order of preference with "1" being your 1st choice, "2" being your second choice and "5" being your least favorite option. Charges are per person.

Gordon Commons 4 Bedroom/1 Bath/ Kitchenette, \$4940

Gordon Commons 2 Bedroom/1 Bath/ Kitchenette, \$5150

Gordon Village 1 Double room with Bath, \$3810

Gordon Village 2 Bedroom with Bath, \$4330

Gordon Village 2 Bedroom/1 Bath/Kitchenette, \$5460

3. **RENT:** The amount of rent due hereunder ("Rent") for the bedroom shall be as specified in the charts above. **The housing fees listed above are pending Board of Regents approval and may be adjusted pursuant to that approval, no later than the published move-in date.** Full semester rent is due by move-in date in cases of prior default by returning students. Each payment of which is hereinafter referred to as an "Installment". **First Installment paid before Occupancy is obtained is nonrefundable.** The bedroom choice is *only* a preference. Your choice will not be your guaranteed rate. All units are assigned on a first-come, first serve basis. All other charges due hereunder for services provided or charges assessed are hereinafter collectively referred to as "Additional Rent". The sums of all unpaid installments plus additional rent are referred

to herein as "Total Rent". The first Installment is due and payable no later than the Commencement Date. Each subsequent installment is due and payable on the first day of each full month (the "Due Date") through the end of the Term, in advance, without prior demand, offset or deduction. Each Installment and all other charges due hereunder shall be paid at the Gordon College Business Office in Lambdin Hall room 230 or on Banner Web. **If you receive financial aid, Total Rent for the semester will be charged before any credit balance is refunded to you.**

All Installments and all other charges due hereunder shall be paid by cash, personal check, cashier's check, certified funds, money order or credit card. Checks tendered shall be made payable to Gordon College. No third party checks will be accepted or considered a proper tender of payment. If Tenant elects to mail any payment, then it is Tenant's responsibility to ensure that payment is received by or postmarked by the Due Date to avoid late charges.

4. **LATE CHARGE:** In the event any Installment or other payment due hereunder is not postmarked by or received at the location specified in Paragraph 3 prior to the close of the fifth (5) calendar day after such payment is due (the "Past Due Date"), Tenant shall pay a late charge of \$50.00 per month, which shall be considered Additional Rent. Late charges are due and payable when assessed and will not be removed from Tenant's account once assessed. If the Past Due Date falls on a Saturday, Sunday, or national holiday, payment is due by the close of business on the next regular day of operations. If Tenant makes a partial payment of any Installment or Additional Rent, College is entitled to keep the amount of such partial payment and apply it to any outstanding obligation, and College's acceptance of such partial payment does not constitute a waiver of Tenant's obligation to pay the entire amount of all obligations owed College, including Additional Rent.

Tenant acknowledges that any payment received by College will first be applied to any outstanding Additional Rent incurred by or on behalf of Tenant, prior to applying the same to the current Installment(s) due. If the payment tendered by Tenant fails to satisfy the total charges outstanding, Tenant shall immediately pay the total balance due, plus any late charge incurred by virtue of Tenant's failure to timely pay all sums due from Tenant to College. If Tenant fails to make payment before the next Installment is due, Tenant will be evicted and turned over to a Collection Agency for further action.

Tenant in default (eviction) shall continue to be liable for any Installment(s) and Additional Rent accruing thereafter until the earlier of the expiration of the Term or the re-lease of the Bedroom.
Initials _____

5. **RULES AND REGULATIONS:** Tenant is subject to all rules contained in the Guide to Residence Hall Living and Student Code of Conduct. Failure to comply with rules and regulations may result in immediate eviction and/or fines.

6. **ASSIGNMENT, TRANSFERRING OF TENANT'S INTEREST OR RE-LEASING:** Tenant shall not assign or transfer Tenant's interest in this Lease, or any part hereof, without prior written consent of College. In the event College agrees to allow Tenant to assign or transfer Tenant's interest in this Lease, Tenant shall pay College a non-refundable fee of \$250.00, which represents an agreed upon charge for the administrative expense incurred by College for allowing the assignment or transferring of Tenant's interest in this Lease. In order to transfer interest in the Bedroom Unit, Tenant and Guarantor must sign an Agreement of Release in the Business Office.

Tenant acknowledges he/she is solely responsible for finding an eligible applicant to take his/her place in the specified Gordon Commons or Gordon Village Unit. If no new applicant is found, Tenant remains responsible for all installments of rent that are scheduled to accrue until the expiration of this Lease. Tenant is responsible for verification through Banner Web that a replacement is found to fill that Bedroom.

Initials _____

7. **RELOCATION:** For purpose of operating efficiency, College reserves the right, upon five (5) days' advance written notice to relocate Tenant to another apartment unit at Gordon Commons or Gordon Village. Furthermore, College retains the right to assign tenants to other bedrooms in the Unit. College, to the extent practical and in College's sole discretion, will honor Tenant's requests for the sharing of a particular Unit. Tenant may request relocation to another apartment unit in Gordon Commons or Gordon Village by providing thirty (30) days written notice to College of the desire to relocate. College, in its sole discretion, may allow or refuse such relocation. Any relocation within the Commons and Village is allowed before July 1 with no charge. If College allows Tenant to relocate on or after July 1, Tenant shall pay College a \$100.00 relocation (room change) fee prior to such relocation. Tenants relocating on or after July 1 must move to another bedroom unit of the same rate as the one they vacate. All students must complete a relocation form with the Business Office prior to relocation.

8. **PARENTAL OR SPONSOR'S GUARANTY:** College requires, as a condition of this Lease, a binding Parental or Sponsor's Guaranty (referred to as the "Guaranty"), which Guaranty constitutes an essential inducement for the granting of this Lease by College. The requirement of this Guaranty is in recognition that most Tenants in such community do not have independent financial means, but this Guaranty shall be in force irrespective of the financial means of Tenant. The obligor of the Guaranty is referred to herein as "Guarantor." **Guarantor must be at least 25 years of age.** Tenant may not take occupancy unless Guaranty has been submitted and is correct. Tenant understands that the Guaranty must be obtained directly from the parent or sponsor and that College reserves all rights, both criminal and civil, for any false execution or forgery of the Guaranty. Tenant acknowledges that this Lease is for an essential necessity of Tenant, and that Guaranty shall be fully bound by all the terms and conditions hereof irrespective of Tenant's age or legal status. **Tenant may not claim himself/herself as Guarantor.** The execution of the Guaranty constitutes an additional assurance to College of the performance of the covenants of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder. The execution of this document is a material inducement for College to enter into a Housing Agreement, and College fully relying upon the due and valid execution by the persons whose name(s) are shown above. Further, this agreement shall remain in effect for the entire Housing Agreement, or any subsequent

Housing Agreement, Renewal and/or Extension, in which Tenant has entered.

In order to induce College to lease to Tenant, the undersigned does hereby guarantee the payment in full and performance of all obligations by Tenant under this Lease or any renewal, extension or subsequent Lease (whether or the same or different apartment/unit/bedroom), and to pay all amounts owed pursuant to this Lease including, but not limited to, fees imposed pursuant to the Rules and Regulations, attorney's fees, or collection fees incurred in the enforcement of this Lease or any renewal, extension or subsequent Lease.

This guaranty may be enforced against Guarantor without the necessity of recourse against Tenant or any parties responsible. Guarantor consents that any proceedings to enforce this guaranty or related rights may be brought before the court sitting in the judicial district or circuit in which the leased property is located, and Guarantor consents to personal jurisdiction of such courts and agree that they may be served with process by certified mail addressed to them at the address entered set forth in the Guaranty. Any actions to enforce this Guaranty shall be governed by the laws of the State of Georgia.

Guarantor acknowledges that he/she shall have liability under this Guaranty, notwithstanding any of the foregoing:

- a. That College renews this Lease, grants Tenant extensions of time within which to pay amounts due or perform any of Tenant's obligations under this Lease, or the fact that Guarantor was not notified of any changes or amendment to this Lease;
- b. The failure of College to seek recourse against or sue Tenant for any amounts due under this Lease prior to requiring payment from Guarantor;
- c. Any belief that any other person was also going to sign or be obligated under this Guaranty;
- d. The inability of Tenant or any other guarantor to be responsible under this Lease or this Guaranty by virtue of their legal incapacity, disability or bankruptcy;
- e. The fact that Guarantor was not given prior notice of the default by Tenant under this Lease.

Failure of College to enforce rights or recovery against other occupants of Tenant's apartment unit and any third parties shall not release Guarantor, provided Guarantor is only liable for payments or obligations of Tenant whose name is set forth above in accordance with the terms of this Lease.

In addition to the amounts guaranteed; Guarantor agrees to pay a reasonable attorney's fee and all costs imposed under the terms of this Lease or required as appropriate in enforcement of this Guaranty.

9. **NOTICES:** Tenant shall, within five (5) days after occurrence, notify College, in writing, or any alleged violation by College of any of its obligations arising under this Lease or otherwise. Failure of Tenant to give such notification in writing, within the time prescribed shall constitute a total and complete waiver of said alleged violation and shall not be asserted by Tenant as any grounds for nonperformance of Tenant's obligations under this Lease. Every notice or demand to College, whether pursuant to this Lease or otherwise, must be in writing and delivered by certified mail, Return Receipt Requested, to: Gordon College, Attention: Business Office, 419 College Drive, Barnesville, Georgia 30204.

10. **ABANDONMENT:** In the event the Bedroom is abandoned, College shall have the right, without notice, to secure the Bedroom with new locks, to store or dispose of any property or personal possessions left in the Bedroom by Tenant or Tenant's guests, licensees, or invitees, and to re-lease the Bedroom for new occupancy. Any such abandoned property or personal possessions shall be considered College's property and title shall vest in College. College, in its sole discretion, shall have the right to determine when the Bedroom is abandoned. Tenant agrees abandonment of the Bedroom shall include, but is not limited to, any one of the following: the removal of personal property from the Bedroom other than in the usual course of continuing occupancy, the failure to pay Rent or other charges, failure to retain student status, and failure to respond to any notices, phone calls, correspondence from College, or failure to take occupancy on the designated move-in date.

11. **DEFAULT BY TENANT:** If Tenant fails to pay any Installment or Additional Rent, as and when due hereunder, if Tenant abandons Bedroom or fails to perform any of its obligations hereunder, if Tenant withdraws or drops below the required academic standards, or if any information contained in Tenant's rental application is untrue or misleading, Tenant shall be in default hereunder and College may at its option refuse occupancy this Lease by written notice to Tenant. Tenant shall surrender possession of the Bedroom to College upon date specified in such eviction notice, and Tenant shall be liable to College for, and shall indemnify College against, all loss and other expenses (for refurbishing, cleaning, and otherwise making the Bedroom suitable for re-leasing) suffered or incurred by College as a result of Tenant's default of this Lease. It is intended that College's remedies for a default hereunder shall be as broad as permitted under the laws of the State of Georgia and shall include, without limitation, (a) the right to cancel this Lease, reserving the right to collect any unpaid Total Rent; or (b) the right to re-lease the Bedroom for the account of Tenant, in which event the proceeds from re-leasing shall be applied first to the cost of re-leasing (including advertising and commissions), second, to the cost of repairing any damage to the Bedroom, and third, to Tenant's rental obligations hereunder, **with Tenant and Guarantor(s) remaining fully responsible for any and all rental obligations for the remainder of the Term.** The exercise of any one remedy shall not be deemed exclusive of the right to collect Total Rent, or of College's right to avail itself of any remedy allowed by law. In the event the Rules and Regulations now or hereafter enacted prescribe warning and/or charges for certain actions of Tenant which may constitute violations of this Lease, College may elect, in its sole discretion, to enforce the default and/or termination provisions contained herein or to enforce the provisions of the Rules and Regulations.

In the event of a default by Tenant hereunder, in addition to any other remedies, College is entitled to employ an attorney at law and/or a Collection Agency to enforce College's rights hereunder, **and all reasonable fees and costs connected therewith shall be paid by Tenant. In the event of re-entry and repossession by College, College shall have the right to store or dispose of Tenant's property remaining on the Bedroom, and Tenant shall be liable for all costs, fees and damages incurred by College and re-lease of Tenant from the terms of this Lease. Tenant agrees College shall have no liability for any actions taken to secure the Bedroom, obtain possession of the Bedroom, or store or dispose of any personal property or possessions found in the Bedroom when College deems the Bedroom to have been abandoned, and such actions are a contractual matter to which Tenant has given his consent, and any alleged action shall not give rise to a claim on tort or to a claim for punitive damages.**

12. **RENEWAL:** If, prior to the expiration of the Term, tenant executes a binding lease with College for the next succeeding academic year (a "New Lease"), the terms of this Lease shall continue in full force and effect until the beginning of the term provided in the New Lease (the "New Term"). Nevertheless, Tenant shall remain liable for all amounts of Additional Rent which may be or become due and owing hereunder prior to the commencement of the New Term. If previous installments are past due, no continuing room assignment will be made until balance is paid in full. Previous tenants who were turned over to collection for nonpayment of rent will be required to pay by semester instead of by the month.

13. **SUBORDINATION:** This Lease shall be subject and subordinate at all times to the lien or security title or interest of any and all mortgages, deeds of trust, and deeds to secure debt now or hereafter placed on or against Gordon Commons or Gordon Village or on or against College's interest or estate therein, all without the necessity of having further instruments executed on part of Tenant to effectuate such subordination.

14. **INDEMNIFICATION:** Tenant, for himself/herself, and his/her representatives, heirs, assigns and successors releases College, and its affiliate, officers, directors, shareholders, employees and agents thereof (hereinafter the "Indemnified Parties") from liability for and agrees to indemnify the Indemnified Parties against all losses incurred by the Indemnified Parties as a result of (a) Tenant's failure to fulfill any condition of this Lease; (b) any and all liability for injury or loss relating to Tenant's use and occupancy of the Bedroom, Unit, Gordon Commons, or Gordon Village; (c) any damage or injury happening in or about the Bedroom, Unit, Gordon Commons, or Gordon Village to Tenant's guests, licensees, invitees, or such person's property; and (d) Tenant's failure to comply with any applicable laws, rules or regulations.

15. **STATE LAW:** The law governing this Lease is the law of the State of Georgia.

16. **MISCELLANEOUS:** Failure of College to insist upon strict compliance with the terms of this Lease shall not constitute a waiver of College's rights to act on any violation. Tenant is subject to all terms and conditions of the [Residence Hall Contract](#), [Guide to Residence Hall Living](#), and [Academic Catalog](#). In all references herein to Tenant, the use of the singular number is intended to include the appropriate number as the text of this Lease may require, and all gender references to male or female are intended to be gender neutral. This Lease and any attached addenda constitute the entire Lease between the parties and no oral statements shall be binding. Any amendment to this Lease, other than a change to the Rules and Regulations, must be in writing and signed by the party to be bound. Time is of the essence in the obligation under this Lease. Any addendum or Exhibits attached to this Lease including, but not limited to the Rules and Regulations, Room Inventory Form, are hereby incorporated by reference as a part of this Lease. If any one or more of the provisions of this Lease, or the applicability of any such provision to a specific set of circumstances shall be invalid or unenforceable, such provisions (s) shall be modified to the minimum extent necessary to make it or its application valid or enforceable; and the validity and enforceability of all the provisions of this Lease and all other applications by any such provision(s) shall not be affected thereby.

Acknowledgement

Tenant and Guarantor hereby acknowledge both Tenant and Guarantor have read this lease agreement, the rental application, and the Rules and Regulations. Both Tenant and Guarantor understand the Rules and Regulations may be amended from time to time and are for the purpose of protecting Gordon Commons, Gordon Village, and all Residence Halls providing for the safety and well-being of all occupants of Gordon Commons and Gordon Village, and affirms both Tenant and Guarantor will, in all respects, comply with the terms and provisions of this lease agreement. Both Tenant and Guarantor acknowledge that this lease is a legal document and is intended to be enforceable against Tenant and Guarantor in accordance with its terms and conditions. Tenant and Guarantor should seek competent legal advice if any portion of this lease agreement or related documents is not clear or otherwise understood by Tenant. The execution of this document is a material inducement for College to enter into a lease, and College fully replying upon the due and valid execution by the persons whose names are shown above. College reserves all recourse, civil or criminal, in the event of a false or forged execution hereof. Further, this guaranty shall remain in effect for the entire Term of this Lease, or any subsequent lease, in which Tenant has entered.

Gordon College accepts this agreement.

Gordon College Official (Business Office Only) Date

Tenant's Personal Information:

Tenant Name: _____
GCID Number: _____
Date of Birth: Month _____ Date ___ Year _____
Phone Number: (____) _____
Email: _____
Home Address: _____
City/State/Zip _____
Tenant Signature _____

Notary Information for Guarantor's Information:

The foregoing was acknowledged, sworn to and subscribed before me by _____ this ___ day of _____, 20___. He/She has produced a valid picture ID as proof of identification
Notary Signature: _____

NOTARY SEAL

Guarantor's Personal Information:

Guarantor Name: _____
Social Security Number: _____ - _____ - _____
Date of Birth: Month _____ Date ___ Year _____
Phone Number: (____) _____
Email _____
Home Address: _____
City/State/Zip _____
Guarantor Signature _____

Notary Information for Guarantor's Information:

The foregoing was acknowledged, sworn to and subscribed before me by _____ this ___ day of _____, 20___. He/She has produced a valid picture ID as proof of identification.
Notary Signature: _____

NOTARY SEAL