

DORMITORY RESIDENT'S CONTRACT & AGREEMENT

MOUNTAIN VIEW COLLEGE

This agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

Lessor/College, **Mountain View College** shall be referred to as **"OWNER"** represented by _____
(Home Dean)

shall be referred to as **"REPRESENTATIVE"** and Lessee/ Student, _____ shall be referred to
(Student's Name)

as **"RESIDENT"**. As consideration for this agreement, **OWNER** agrees to rent to **RESIDENT** a bed and locker/ closet referred as the **"PREMISES"** at the _____ Hall and **RESIDENT** agrees to rent from **OWNER** for use solely as a resident during the resident's stay as a student of Mountain View College, the premises located at Mountain View College, College Heights, Mt. Nebo, Valencia City, Bukidnon, Philippines.

Further, **RESIDENT** agrees that **OWNER'S REPRESENTATIVE** has the sole right to assign/allocate **PREMISES** to the **RESIDENT**.

- TERMS AND END OF CONTRACT:** **RESIDENT** agrees to pay _____ Semester ____ Summer ____ A.Y. _____. This contract shall be effective on _____ 20__ until _____ 20_____.
- DORMITORY ROOM RATE:** Room and bed space rate is based on terms: Summer, Semester, and School Year.

DORMITORY	SUMMER Per Bed Space	SEMESTER Per Bed Space	S.Y. (JHS & ELEM) Per Bed Space
Peal Hall (Room without CR)	2,000.00	5,000.00	10,000.00
Onyx Hall (Room with CR)	3,000.00	7,500.00	15,000.00
Amethyst Hall (Room with CR)	4,000.00	10,000.00	20,000.00
Emerald Hall (Room with CR)	4,000.00	10,000.00	20,000.00
Chrysolite Hall (Room with Aircon)	6,000.00	15,000.00	30,000.00
Sapphire Hall (Room with Aircon)	6,000.00	15,000.00	30,000.00

- UTILITIES:** Bed space rental covers water and basic electrical charge for light, ironing, small electric fan, cellphone charging, laptop and other computer usages. Appliances that are allowed to be used in the **PREMISES** but with corresponding package charges:

ITEMS	PER SUMMER	PER SEMESTER
Rice Cooker	2,000.00	5,000.00
Refrigerator	2,000.00	5,000.00
Washing Machine	2,000.00	5,000.00
Big Electric Fan	2,000.00	5,000.00
Shower Heater	2,000.00	5,000.00
Water Heater	1,000.00	2,500.00

- APPLIANCES AND COOKING DEVICES:** COOKING DEVICES listed below are strictly prohibited in the PREMISES. If these ITEMS be caught in the PREMISES, the OWNER will charge the Resident of **Php5,000.00** each item as FINES and the device/devices will be **CONFISCATED by the person authorized by the OWNER**.

- A. ELECTRIC STOVE B. GAS STOVE C. BUTANE STOVE D. INDUCTION STOVE E. INFRARED STOVE
F. SUPER KALAN G. IMPROVISED & OTHER COOKING DEVICES.

- CLOSE LOCKERS:** Close locker of student who will not enroll on summer classes will be charged based on the following:

Pearl Hall	1,500.00	Amethyst Hall	2,000.00	Chrysolite Hall	3,000.00
Onyx Hall	1,500.00	Emerald Hall	2,000.00	Sapphire Hall	3,000.00

6. **EXTRA BED CHARGES:** The OWNER authorized the office of the Director of Student Finance to give room assignment to the Resident and make it sure that each room will be in full capacity according to the number of bed spaces. If the Resident insists to stay in a room of his/her choice, then, the Resident will be charged of the vacant BED SPACE/SPACES. However, the OWNER still maintains the right to assign other Resident in that particular room if it is NECESSARY.
7. **TRANSFER TO OTHER ROOMS: UNAUTHORIZED** transfer to other room not officially assigned to the RESIDENT is not allowed. Transfer to other room may be considered if given approval by the Director of Student Finance Office. The RESIDENT who violates this stipulation will be charged another BED SPACE RENTAL FEE.
8. **GUESTS:** Only the parents are allowed to enter the room of the Resident. All other visitors shall be accommodated in the reception area. Parents may stay overnight in the Resident's room for the maximum of 2 days without extra charge but with proper arrangement with the Dormitory Dean during this visit.

The RESIDENT will be charged the amount of **Php200.00** per night for parent and guest staying overnight in the PREMISES without proper permission and arrangement.

9. **NON-RESIDENTS:** Student Villagers, Commuters, and SRU Renters are not allowed to stay and sleep in the PREMISES. The RESIDENTS in the room where Non-Resident caught staying/sleeping will be charged **Php200.00** per day/night and Non-Resident student will also be charged the same amount of Php200.00 per day/night.
10. **OVERSTAYING:** RESIDENT who stay in the PREMISES without proper arrangement with the OWNER'S REPRESENTATIVE beyond the termination of this contract will be charged Php200 per overnight stay.
11. **ASSIGNMENTS:** RESIDENT do not have the right to transfer, assign or sublet the premises to others.
12. **SECURITY DEPOSITS: Dormitory Resident Applicant** requires to pay **Php1,000.00** as security deposit during enrollment. This deposit will be refunded at the end of the term if the student decides not to stay in the Dormitory less cost of repairs and replacements (See section 16). Payment OR #: _____
13. **PAYMENTS:** TOTAL Charges for the period specified in this CONTRACT will be charged into the resident's student account.
14. **RESERVATIONS:** If the RESIDENT wishes to continue leasing the premises in the succeeding semester/ summer/school year, the RESIDENT must make a reservation two weeks before the termination of this contract at the **Director of Student Finance Office**. **Otherwise**, the premises will be given or made available to other interested applicant.
15. **RIGHT OF ENTRY AND INSPECTIONS: OWNER** has the right to enter and/or inspect, the premises at any time unannounced or announced. **OWNER** has the right to take down alterations, additions, etc. not permitted by this agreement or the **OWNER**.
16. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed caused by acts of the RESIDENT, charges for repair or replacement will be paid in cash, charged to the RESIDENT'S account or deducted from the security deposit.
17. **COOKING:** Cooking in the PREMISES and around the dormitory is not allowed.
18. **SELLING.** Selling of FOODS, CELLPHONE LOADS, and other goods is prohibited.

19. **PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept in or about the premises, for any amount of time.
20. **NOISE: RESIDENT** agrees not to cause or allow any noise or activity on the premises which might disturb the peace and being quiet of other **RESIDENTS** and/or neighbors. The said noise and/or activity shall be a breach to this contract and agreement.
21. **ALTERATIONS: RESIDENT** shall not paint, stick wallpaper, alter or redecorate, change or install locks, install antenna or other equipments, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the **PREMISES**, walls, doors, and other related parts of the premises without the written consent of the **OWNER**. Violation of this stipulation is considered a breach of this contract and agreement.
22. **PROPERTY MAINTENANCE: RESIDENT** shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. **RESIDENT** shall be responsible for keeping the bathroom and toilet clean and free of things that may tend to cause clogging of the drainages.
23. **HOUSE RULES: RESIDENT** shall comply with all rules and regulations as stated in a separate addendum, which deemed part of this contract and agreement. Violation of any of the House Rules is considered a breach of this contract and agreement.
24. **CURFEW:** Resident shall be in the premises not later than 9:30 p.m. NIGHTLY except with permissions and with campus leaves.
25. **DANGEROUS MATERIALS AND FIRE HAZARDS:** The **RESIDENTS** shall not bring into/or use in the premises any material, machinery or equipment that can expose the premises or the dormitory and its occupants to danger or increased fire hazards. Keeping matches, lighters, candles, and related materials inside the premises is strictly prohibited. The **OWNER** has the right to confiscate these materials during unannounced/announced inspections.
26. **TERMINATION:** Termination of this agreement can be done by both parties.
 - I. Termination by the **OWNER**

This contract/agreement can be terminated by the **OWNER** for the following reasons:

 - A.1. When the **RESIDENT'S** enrollment as a student of Mountain View College is cancelled.
 - A.2. Continued breaches of this contract and agreement for 3 times.
 - A.3. When violations of House Rules & Regulations accumulate within the period equals to 30 demerits.
 - A.4. When violations of Student's Behavior Code accumulate within the period reaches to 30 demerits.
 - II. Termination by the **RESIDENT**
 - B.1. Voluntary withdrawal from Mountain View College as a student.
 - B.1. Change of residence category evidenced by a written approval by Mountain View College including transfer to Village or Commuter

Upon termination of this contract and agreement, the **RESIDENT** shall vacate the premise and turn it over to the **OWNER** in good condition except when reservation is made prior to the end of this contract.

27. **PARTIAL INVALIDITY:** Nothing contained in this contract and agreement shall be construed as waiving any of the **OWNER'S** or **RESIDENT'S** rights. If any part of this contract and agreement shall be in conflict with the law, that part shall be avoided to the extent that it is in conflict, but shall not invalidate this contract and agreement nor shall affect the validity or enforceability of any other provision of this contract.

28. **NO WAIVER: OWNER'S** acceptance of this contract and agreement with knowledge of any default by **RESIDENT** or waiver by **OWNER** of any breach of any term of this contract shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by **OWNER** of said term, condition, and/or right, and shall not affect the validity of enforceability of any provision of this contract.
29. **ATTORNEY'S FEES:** If any legal action or proceedings be brought by either party of this contract, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.
30. **OTHER RULES AND REGULATIONS: RESIDENT** acknowledges receipt and understands to abide of/with the Student's Code of Conduct, House Rules, Student's Handbook which are part of this contract and agreement.
31. **BREACH OF RESIDENT'S CONTRACT:** Violation of any stipulations in this contract is considered breach of contract which may result to penalties or termination of this contract and agreement.
32. **ENTIRE CONTRACT:** This contract constitutes the entire contract between **OWNER** and **RESIDENT**. No oral agreements have entered into, and all modifications or notices shall be in writing to be valid.
33. **RECEIPT OF CONTRACT:** The undersigned **RESIDENT** have read and understands this agreement and hereby acknowledges receipt of a copy of this Dormitory Resident's Contract and Agreement.

RESIDENT _____ **Date** _____
 (Signature over printed name)

OWNER'S REPRESENTATIVE _____ **Date** _____
 (Signature over printed name)

CONDITION OF PREMISES: RESIDENT acknowledges that has examined the premises and all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed in section #30, if any, and/or all other items provided by **OWNER** are all in good and satisfactory condition except as may be indicated elsewhere in this contract.

RESIDENT agrees to keep the premises and all items in good order condition and to immediately pay for costs of repair and/or replace any portion of the damages caused by **RESIDENT**, his/her guest/s and/or invitees.

At the termination of this Contract, all of the items in this provision must be returned to the **OWNER** in good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to the **OWNER**. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

RESIDENT'S Signature over printed Name: _____ Date: _____