

ROOMING LEASE CONTRACT

- Type Of Accommodation Facility: Rooming House
 - Name Of Rooming House Landlord: Maxine Samuels
 - Name Of Appointed Agent 1: Andorra Francis
 - Name Of Appointed Agent 2: Olive Reid
 - Address Of Boarding House: 6 Hillview Avenue, Kingston 10, Jamaica
 - Number Of Rooms For Lease: 5 Bedroom Rooms, 4 Bathrooms, and 2 Kitchens
 - Maximum Number Of tenants: 20
 - Type Of Tenants: College Students
 - Room And Occupancy: Dorm – styled with two bunk beds in each room
 - Security Deposit (including Key) \$9,500 for lifetime of the lease (refundable at end of lease)
 - Boarding And Utility: JM\$130, 000 Year OR US\$1,200 Year
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What Is a Rooming House?

- A rooming house is a business that rents out individual rooms to different individuals. This is a private boarding house with roles, rules, and responsibilities. Every tenant has the right to a safe, clean and comfortable place to live and our boarding tenants share the costs of boarding, internet, water, electricity, security and trash service equally to maintain the services and care of the residency.

Ownership And Agents

- It is to be noted that this boarding service is NOT an extension of Colbourne College. The rooming service is in no way affiliated with Colbourne College, and you are entering this boarding agreement as tenants of the rooming house owner, Maxine Samuels, and not Colbourne College, who is a permanent tenant at the same address.

Rights, Facilities And Access Provided By Rooming House Landlord

- Kitchen, bedroom, general areas, bed, toilet, shower, storage space, microwave and refrigerator and each boarder in this cotenant agreement has shared responsibility in keeping these facilities and equipment clean at all times and returning them at end of the contract in the same condition as received.
- Automatic Smoke detectors and fire extinguishers in the kitchens

- Intercom/phone system to reach the agent and guardsman in emergency situations in the night-time when the main doors are closed.
- Correction of unhealthy conditions, like mice, rats, bedbugs, or cockroaches
- Make needed repairs without charge, unless you caused the damage.
- Get your permission to enter your room to make repairs – unless it is an emergency.
- Not lock you out of your room unless your contract and payment have expired
- Keeping the general areas and facilities safe and secure.

Your Responsibilities Under This Rooming Contract

Managing the usage of the utilities efficiently to avoid extra payment for surge in the bill

- Each boarder is responsible for his/her own food, utensils, cleaning agents and gas. Utility charge is included in the lease unless the cost of water exceeds \$_____ and the cost of electricity exceeds \$_____.

Reporting on all negative actions of your cotenants that will be impacting your lease agreement, fees and liability, security and safety under this lease agreement

- The Rooming House Landlord through her Agents can legally hold all boarders in this cotenant agreement responsible for the negative actions of just one and terminate everyone's tenancy with the appropriate notice. For example, two cotenants can be evicted even if only one of you damaged the property or otherwise violated the boarding lease agreement. If the non-offending roommate/s cooperate with the investigation, do/es does not damage the landlord's property, and can differentiate him/herself from the bad apple, the landlord will keep this tenant.

Cleaning, garbage disposal and maintaining care of the bedroom and all general areas of the living quarters

- splitting gas charges equally
- Cleaning the entire apartment on a schedule. The apartment refers to the bedroom, bathroom and all general areas such as kitchen, dining room, patio and walkways, shelving areas, microwave, stove, cabinets, counters and refrigerator.
- Your room and the common areas must be safe and sanitary.
- Spread your bed every day to keep the space tidy.
- Rotate in cleaning the bathroom with each cotenant responsible for ensuring the bathroom is cleaned every 48 hours.

- Draperies, shower curtains, and mats are to be cleaned at least twice per week.
- The microwave, stove, refrigerator and countertop should be wiped after each use and spill. A rostered cleaning of these should be done once per week.
- No one will leave dishes in the sink for more than 24 hours, and everyone will promptly clean up after herself or as soon as asked – whichever comes first.
- The household chores for the rest of the apartment—living room, dining room, kitchen and general areas will also rotate and should be done at least once per week. Each cotenant is responsible for vacuuming, dusting, and mopping the room, dining room and patio on a rotation and fixed schedule.
- Unsanitary conditions are the main causes of rats and roach infestation. On a daily basis you are required to wash your dirty dishes, dispose of your garbage and rotten food, and wipe appliances that are “sticky” to the touch.
- Unclean living conditions will not only damage the property, but will attract bugs and rodents, and ultimately make it very difficult for your good health. When you identify dirty cotenants early and report them, you will be able to save yourself a lot of grief, rodents, dust and the resulting health issue.

Noise Level

- Loud talking and other sounds from your electronic devices such as music, television, and notifications should be turned down so low as not to be overheard and interrupt and impede the cotenants in any way from concentrating, sleeping and studying.
- Loud talking, loud sounds from television and other electronic devices, and lewd music in the hallway and on the compound are strictly prohibited. Any sound that will be disturbing to other residents of the building and business conducted on the same compound, are strictly prohibited.
- For the comfort of your cotenant, music, videos and all sounds and notifications from your electronic devices should be turned completely off after 10:00 PM – unless you are using air plugs, and low enough not to be heard by others who might be sleeping, wish to go to sleep, studying etc.

Having Guests In Any Areas Of The Cotenant Residency

- No parties and unauthorized visitors are allowed in your shared facility.
- If your friends and families are visiting, please entertain them in the comfortable students’ lounge areas downstairs and allow them to use the students’ restrooms.
- If for any reason a relative may be needing to assist you upstairs with baggage, thus having to enter the residency, the Agent should be notified first, as the cotenants with whom you share must be advised of a visitor and be spared from uncomfortable situation.

- No male guests (family or friends) are allowed in the residency of female boarders at any time – day or night. Similarly, no female guests (unless it's a family member approved by the Agent) is allowed in the residency of male boarders at any time – day or night.

Delegating Chores And The Duties Roster:

- The boarders will develop the chores roster and the responsibilities delegated are strictly enforced and monitored by the Agent in this cotenant agreement.
- The roster should show who's responsible for cleaning, and on what schedule? Who takes out the trash and on what schedule? Etc.
- The agents will be inspecting the general areas of the facility such as bathrooms, kitchens and living areas at least twice per week to ensure the roster is being used and the boarders are cooperating in cleaning and maintaining the equipment. They will be looking for leakages, that the appliances are in working order, the property is maintained e.g. the bathrooms and shower curtains have no mold or mildew, and everyone's comfortable in the arrangements.

Reporting Faulty Services And Complaints

- If there are faulty appliances, bulbs, leaking pipes, shortage in water supply or rodents etc. contact the Agent immediately so we can schedule maintenance.

Avoiding Surcharge On The Utility Bill

- Televisions are to be turned off when not in use.
- Keep the refrigerator door closed at all times.
- Cooking in the microwave are strictly prohibited, it is provided for heating food only.
- Turn off and plug out pressing irons, curling irons, laptops, fans and other appliances when not in use.
- Lights are to be turned off in the kitchen and bathrooms when not in use
- Lights are to be turned off when leaving the bedrooms and the general areas.
- Pipes are to be turned off when not in use.
- Keep the pressure of the water low when bathing, washing face and clothes.
- Turn pipes off when water supply is gone. This, to avoid flooding when it returns.
- Do not leave laptops plugged in on the bed, this can cause fire.
- When cooking, do not leave stove unattended, this can cause fire.
- When finished cooking, turn the stove off, this can cause fire.
- Periodically check the smoke detector and fire extinguisher to see that they are working. The Rooming Agents will do periodical servicing and conduct checks.

Key Deposit, Personal Safety And Security

1. Tenants and guardians please carefully note that this is a rooming agreement for co-leasing of rooming accommodation only. Under no circumstances are we accepting responsibility for co-parenting or guardianship of the boarder tenant. We only to adults who are capable of the level of independent thinking and self-care which are required when living outside of their family home and in a tenancy contract.
2. While we make all provision to protect the health, wellbeing and safety of every tenant on our premises, every person and boarder on the compound is responsible for his/her own health, wellness, safety and security.
3. What roles, functions and responsibilities are not explicitly stated in this boarding lease agreement should not be assumed regarding the purpose of the rooming accommodation, and roles and functionalities of the Boarding Room Owner, Agents And watchman of the property.
4. The compound has a watchman and caretaker whose main responsibilities are to guard the compound from intruders and maintain the external premises. He works Sunday to Sunday from 6:00pm in the evenings through to 7:00am. He screens and admits persons individually and closes the gate at 11:00pm on weekdays and 12:00am Saturdays and Fridays. All visitors on the compound must be off by 9:00 PM and all boarder tenants must be on the compound by 11:00pm Sunday to Thursday and 12:00am Friday to Saturday.
5. Under this agreement and in the cotenant situation, every person and boarder also shares concerns and responsibility for the safety and security of everyone else on the compound. The simplest way to show this concern for the safety and security of each other is managing all the safety and instructions included in this document.
6. When moving in, the boarder tenant is given a copy of the key on a key string to carry around on your person at all times.
7. **Key deposit of \$2,500 is to be paid** prior to the beginning of your tenancy. This amount is fully returned when you are leaving and have returned the key. If you move-out without turning in the key, you forfeit the deposit which we use to replace the lock and make new keys for all tenants.
8. The Door and/or Grill **MUST** be closed at all times unless someone is walking through it. Once you step outside, the grill should be closed behind you immediately. Soon as you reenter the apartment, close the grill. This cycle is to be repeated at all times without exceptions.

9. Awareness of your surrounding is key to your safety. Check behind and around you at all times to ensure that you are not being followed. If you are, call the police emergency line immediately by dialing 1-1-9 and follow the instructions received to secure yourself. If the incident occurs on the compound, you **MUST** report the matter immediately to the watchman and then the Leasing Agent/s.
10. Security cameras are posted through-out the compound and the system operate and records 24-hours in the library building, back of the building, gate, entries to upstairs, patio areas, dining room, and main offices. These are closely observed and monitored from 8:00am – 6:00pm when the guardsman is not on duty.
11. An intercom is placed in the common areas for quick communication between all parties and the watchman in the case of an emergency.

Your Responsibilities When Leaving The Compound

1. **For Home Or Staying Out Overnight:** Advise the on-site Leasing Agent that you are staying out for the night so the main doors and gates can be closed. Upon notice we can extend the courtesy to keep it open for few hours after the included times for closure of the main gate.
2. **Responsibilities When Leaving For College Break:** Advise the on-site Leasing Agent of the date that you plan to depart the boarding when going on the break.

Responsibilities When YOU Are Leaving And Will Not Be Returning For Boarding:

3. If you will not be returning for boarding accommodation, you should tell us and return the keys. If you fail to return the keys, you forfeit the key deposit. You will need to give us five (5) days' notice that you will not be returning so we can arrange to have your key deposit and the equipment and security deposit in hand.

Dispute Resolution And Mutual Respect

- If a problem arises with your roommates that might impact your safety, security and comfort in the environment, you should contact the Leasing Agent immediately to mediate the matter.
- If the disagreement can't be resolved, we can a) seek to relocate you to another section of the building – if this option is available at the time or b) determine the source of the conflict and take action which might be a warning and if the problem goes unresolved, finally the termination of the contract of the party/parties where the blame rest.

SUMMARY OF OUR RESPONSIBILITIES AS A ROOMING HOUSE BUSINESS

- We are responsible for maintaining the security of the plant and your comfort within the boarding premises. This includes:
 - Provision of bed in a dorm-styled and shared room with shared general areas and facilities.
 - Having an Agent to lease the accommodation, review the contract with the boarder-tenant, collect the fee, and review and enforce the terms of contract.
 - Responsible for cleaning the compound and garbage disposal
 - Provide an Agent to manage the repairs and replacements of the equipment and infrastructural facilities
 - Provision of the emergency contact numbers for the Agents, security guard, and the nearest police station, fire service, ambulance, and hospital.
 - Closing the gate leading to the externals of the compound and limiting guest access to the compound between the hours of 9:00PM – 7:00AM to maintain security of the compound and safety of those within.
 - Providing comfortable facilities such as kitchen, bathroom, wash area, and television.
 - Providing you with the training and/or information on the use of the fire extinguisher and smoke detectors.
 - Advisement on the safety and security of the environment and city in which the premises is located.
 - Maintenance of facilities and notice of noise nuisance: As we maintain our building standards and upgrade the facilities, from time to time we will be carrying out work on the building that might be disruptive. We will do as much of this as possible during the holidays when you are away, but where this bleeds into the term, we will manage the work hours between 10:00am – 7:00pm – unless it's an emergency where we need to take immediate action. It is our responsibility to advise you when the work will start, the duration and hours.

HERE ARE SOME OF THE MAJOR CONCERNS REPORTED BY PREVIOUS CO-TENANTS AND THE COLLEGE OPERATING ON THE SAME COMPOUND. THESE ARE STRICTED ACTIVITIES IN THIS AGREEMENT:

1. *Attire outside of the residency areas:* inform the students to come to class, walk around the campus, and into our offices appropriately attired.
2. The boarder tenants play music or speak loudly in the hallway at night, disturbing others.
3. They leave the gate, door leading inside the patio, and door leading inside the house wide open from morning to nighttime.

4. They do not clean up after themselves whether in the kitchen, bathroom, living areas or bedrooms and this is disrespectful and offensive to others.
5. They leave meat and garbage piled up in the kitchen for days, and this causes rodents and other unhealthy situations.
6. Bullying should be prohibited. A boarder reported that she was kept locked out of her room and had to walk through another bedroom to get to hers.
7. They disrupt classes in session, especially those with closer proximity to the classroom, and has shown much disregard and respect when asked to be quiet.
8. The boarders must abide by the same norms and rules as the students who do not live on the compound. There is a common practice for them to 'barge' into the office for immediate assistance irrespective of staff time and commitment to other students awaiting service. This is unfair advantage over the general student population that are having to join the queue for service and chose to follow the rules and protocol.

Agents' Inspection Of The Residency

- Carried out (a) twice per week or with adequate notice (b) when this agreement expires; (c) on the expressed move-out date, or when the boarder's key is turned in – whichever comes first; and d) when no-one is occupying the resident;
- Aside from reasonable use, wear and tear thereof, and damages by the elements, upon the expiration of the term, the tenant(s) shall surrender the premise in same or reasonably good condition as it were at the commencement of this Agreement. If professionals are required to restore tiles, counters, and bathrooms to the condition found at the commencement of this Agreement, at the boarding tenant's expense, to fulfill the tenant's responsibilities.

Discipline And Reasonable Action: Three levels of warning leading to the immediate termination of the Boarding Agreement

- 1) Gentle Reminder (face to face or phone) – does not affect your record
- 2) Letter of warning (email) – placed on your record as a warning and outlining the breach
- 3) Probation (year) – added on your record as reprimand for indiscipline/inability to cooperate with the rules and conditions of the contract
- 4) Suspension (from the semester) – added to your record as penalizable behavior for breaching the contract
- 5) Expulsion – closed relationship with the client for irreconcilable behavior and breach of contract

Penalties for breaching the terms in this rooming contract

- This boarding lease considers the cleaning behavior of a tenant and mandates that you clean up after using the facilities and maintain your share of the responsibilities in the duties roster. The tenant must clean all areas of the premises that you occupy fully or as a cotenant, including but not limited to, living room, dining room, kitchen, hallways, laundry room, bedrooms, closets, bathrooms, walkways, and patio spaces. If you fail to perform your agreed duties, the Landlord (or Agents) reserve the right to hire a recurring Professional Cleaning/Maid Service and the charges incurred will be the responsibility of the Tenant(s). If you are not keeping the premises in clean/sanitary order your lease will also not be renewed at end of the term.
- To prevent the infestation of mold, mildew, rodents and insects, the boarder-tenant must remove any collected trash and food waste from the premise at least once a day. Mats and shower curtains, and dish drainers must be cleaned at least once a week to avoid residue build-up. Tiles must be swept once a day. Bathrooms must be cleaned regularly, and as frequently as needed to prevent the formation of mold and mildew. If you do not clean adequately and regularly, you will be liable for reasonable cleaning charges – including charges for cleaning and restoring the draperies, furniture, walls, and equipment etc.
- When you are leaving the boarding for extended periods during the school break, you must tidy and return the place and equipment to the initial state as when you received it during the move-in. If any item is soiled beyond normal wear (normal wear is, wear or soiling that occurs without negligence, carelessness, accident, or abuse), you will be charged for maid service to clean and/or the cost to restore the items. The amount will be deducted from the cost of your security deposit. Thus, it is a cost incurred and charged to your account.
- If there is any justified reason to believe that you are violating health, fire, and safety codes, or causing noise nuisance or malice and conflict to your cotenants and other occupants of the building, this lease will be terminated immediately.
- Any behavior (malicious or unintended) resulting in the loss of property and excessive utility charges will be borne solely by you. If there is any justified reason to believe that you are the cause of damage to the property, equipment, or injury to other people. This lease allows the Agent to bill you for the excess utility charge, and the full cost of restoring the item, property and person.
- If you: talk loudly so to disrupt others; play tv, stereo and other electronics to disturb others from sleeping, studying, and reflecting; don't clean on your schedule, leave clothes in the common areas, and manage your share of the responsibilities e.g. wash the dishes, clean on your agreed time, pay your share of the gas etc.; have overnight guests and/or take guests in the residency unannounced; at the end of the term your boarding lease will not be renewed.

AGREEMENT TO THE TERMS OF THE CONTRACT BETWEEN THE ROOMING TENANT (CALLED BOARDER) AND MAXINE SAMUELS

You will have to read, understand, agree to the terms, sign and return this page to the Rooms Leasing Agent, plus minimum of one-half of the boarding fee, and the security deposit before you can move in.

1. **Violations of the Agreement.** The boarder tenant agrees that repeated and serious violations of one or more of these rules and responsibilities enclosed will be grounds for the termination of the contract. If a tenant is asked to leave, he will do so within the time specified for the violation and will forfeit any outstanding pre-paid fee for the rooming accommodation.

Reasonable Notice Of Termination Of The Lease Contract:

- **7-day Notice to leave** for damaging property, causing disruption or escalating a conflict
- **14-day Notice to leave** if you have outstanding boarding fee for 30 days
- **30-day Notice to leave** for any other or no reason.

2. **Leaving Before the Lease Ends.** If a tenant wants to leave before the lease expires, s/he will give as much notice as possible (and not less than one calendar month). Because s/he is leaving before the lease period ends, the tenant will forfeit any outstanding pre-paid for the rooming accommodation.

3. **Security Deposits.** The tenant who leaves early (voluntarily or involuntarily) will get his/her share of the security deposit returned, minus costs of unpaid fees, repairs, replacement, and cleaning attributable to his/her.

4. **Dispute Resolution.** If a dispute arises concerning this agreement or any aspect of the shared living situation, the cotenants will ask the Agent for assistance before they terminate the tenancy or initiate a public statement. This will involve all parties in the conflict, sitting down for mediation and resolution in good faith to resolve the problems.

IF YOU DO NOT AGREE TO ALL TERMS ENCLOSED, PLEASE DO NOT SIGN. YOU WILL NOT BE ABLE TO LEASE A ROOM IF YOU DO NOT AGREE THE TERMS WHICH THE RULES OF RESIDENCY AND YOUR RESPONSIBILITIES IN THIS LEASING CONTRACT.

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| Name Of Rooming Agent | Signature | Dated: |
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| Name Of Rooming Client | Client/Guardian's Signature | Dated: |
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