

Coyote Village 401 College Park Drive Weatherford, Texas 76086 Office: 817-598-8876

# **Coyote Village Housing Application Fall 2023-Spring 2024**

### The priority deadline for Submission is June 1, 2023 (submissions after this date WILL still be accepted).

- 1. Please print clearly and complete only in blue or black ink.
- 2. All required documents must be submitted by the deadline and the application fully completed to be considered. We can only accept original documents and every line must be filled in.
- Pay your \$250 deposit online (on your Coyote Connect) or contact the Weatherford College Business Office (817-598-6265).
   Please do NOT send payment to the Coyote Village office for any reason.
   Dorm rooms are limited and will be assigned on a first come, first served basis.
- 4. Applicants are required to pass a criminal background check (we submit it for you to Campus Police).
- 5. Each applicant, regardless of age, is required to have a Guarantor (Co-signer).
- 6. You must have the last page of the lease notarized before submitting your application and lease. Fax number is 817-594-3037.

# **Applicant Information**

| Name:  | Preferred Name:                  |                                  |  |
|--|----------------------------------|----------------------------------|--|
| Cell phone:  | Student ID#:                     |                                  |  |
| Address:   | City, State:                     | Zip:                             |  |
| Date of Birth: Gender:                               | Male Female Classification       | n: Freshman Sophomore            |  |
| Notification of your acceptance will be emailed      | l to you (please print clearly). |                                  |  |
| Student Email Address:                               |                                  | @wcstudents.wc.edu               |  |
| Emergency Contact Name:                              | F                                | Phone:                           |  |
| Will you be on an official athletic roster (circle o | ne)? YES or NO If yes, which     | sport?                           |  |
| Room and Board Fees                                  |                                  |                                  |  |
| Select and INITI                                     | AL ONE room and board plan d     | esired:                          |  |
| Fall 2023 AND  | O Spring 2024 (FULL YEAR amou    | nts):                            |  |
| \$7,770 (4 bedroom and 19 meal plan) Initial         | \$8,220 (2 bedroom               | and 19 meal plan) <i>Initial</i> |  |
| \$7,340 (4 bedroom and 10 meal plan) <i>Initial</i>  | \$7,790 (2 bedroom               | and 10 meal plan) <i>Initial</i> |  |
|  | OR                               |                                  |  |
|  | Spring 2024 only:                |                                  |  |
| \$3,885 (4 bedroom and 19 meal plan) <i>Initial</i>  | \$4,110 (2 bedroom               | and 19 meal plan) <i>Initial</i> |  |
| \$3,670 (4 bedroom and 10 meal plan) <i>Initial</i>  | \$3,895 (2 bedroom               | and 10 meal plan) <i>Initial</i> |  |
| Coyote Village Office Only: Date Received            | Time Received                    | By                               |  |

# **Academic Goals**

What is your major?

What is your academic goal while at Weatherford College? (check the one below that applies):

Earn a certification Earn my Associates Degree

Transfer to a University (list the University)

\_\_\_\_\_ Pursue a technical degree (list the technical degree) \_\_\_\_\_

# **Roommate & Personal Preferences**

## Although requests and preferences are not guaranteed, every effort will be made to meet specific requests.

| Please list the name(s) of your roommate p                | preferences below |                     |                                     |              |    |
|---|-------------------|---------------------|-------------------------------------|--------------|----|
| 1)2).   | ·                 |                     | 3)                                  |              |    |
| Which floor do you prefer (circle one)?                   | First             | Second              | Third                               |              |    |
| Is there anything else you would like to sha              | are about yoursel | f?                  |                                     |              |    |
| Do you have any needs that might require                  | special placemen  | t (physical disabil | ities, allergies, etc. (circle one) | )? YES       | NO |
| If yes, please explain:                                   |                   |                     |                                     |              |    |
| Are you willing to stay in a room where your re<br>YES NO | oommate(s) may h  | ave a Service Anim  | al or Emotional Support Animal (    | (circle one) | ?  |

Are you allergic to any type of animal (circle one)? YES NO

If yes, what type(s)?

## Mail & Package Release Authorization

Due to liability, Coyote Village only accepts packages with written consent from the student. Packages are received from the U.S. Postal Service and commercial delivery such as UPS, FedEx, DHL, etc. Notification of package arrival will be communicated to the student via phone, text message, or email by student housing staff.

I release student housing (Coyote Village) from all liability for accepting and storing packages.

Applicant Signature Date

# Application Verification

If you fail to answer any question, or if you have given false information: (1) we are entitled to reject this application; (2) we will retain the deposit; (3) we will terminate any right to lease the bedroom; and (4) it will be a violation of the lease.

By my signature, I attest that the information contained herein is correct. The college is authorized to verify all submitted information for the purpose of evaluating this lease application. I also understand that a criminal background check will be completed by the Weatherford College Police Department and my application will be rejected if any of the following are found: felonies or assault charges. Misdemeanors will be reviewed by Weatherford College officials on a case by case basis.

Applicant Signature Date



# **Coyote Village Computerized Criminal History (CCH) Verification**

First Name

Middle Name

Last Name

I have been notified that a Computerized Criminal History (CCH) verification check will be performed by accessing my history through a private background check company and will be based on my name, social security number, and date of birth.

I hereby authorize any representative of the Weatherford College Police Department (hereafter known as WCPD) bearing this release, to obtain information regarding my criminal history. I understand this will include a review and full disclosure of all records, or any part thereof, concerning myself, by and to any duly authorized agent of the WCPD, whether said records are of public, private, or confidential nature.

I hereby release you, your organization, and all others from liability or damages that may result from providing the information requested, including any liability or damage pursuant to any state or federal laws.

Please be advised: This CCH verification can take up to one week to complete after submission. The applicant WILL NOT be able to move in until results are received.

Full Legal Name of Student (please print)

Signature of Student

Date Signed

Student Social Security Number

Student ID Number

Student Date of Birth

WEATHERFORD COLLEGE POLICE DEPARTMENT Agency Name and Agency Representative Name If you believe that the information resulting from this CCH is not yours, you may choose, on your own accord, and at your own expense, to acquire a full and complete set of fingerprints for true identification. To do so, contact and obtain analysis through the Texas Department of Public Safety AFIS (Automated Fingerprint Identification System).

| (FOR OFFICE USE ONLY)<br>Please Check and Initial each Applicable Space |  |  |  |
|---|--|--|--|
| CCH Report Printed:   |  |  |  |
| Yes         No         Initial  |  |  |  |
| Purpose of CCH: Residency in On Campus Housing                          |  |  |  |
| Allowed 🗆 Not Allowed 🗆 Initial   |  |  |  |
| Date Printed: Initial   |  |  |  |
| Destroyed Date: Initial   |  |  |  |
| Retain in your files  |  |  |  |

(This copy will remain on file with Weatherford College)

# **Coyote Village Housing Lease Fall 2023-Spring 2024**

| Name:    | ame: Student ID Number: |        |      |
|----------|-------------------------|--------|------|
| Address: | _ City:                 | State: | Zip: |

## THIS IS A LEGAL AND BINDING DOCUMENT WITH FINANCIAL OBLIGATIONS. PLEASE READ CAREFULLY BEFORE SIGNING.

- 1. APPLICATION ACCEPTANCE AND PROCESSING: An application will be accepted and processed ONLY with submission of ALL of the following: Application and Lease (with EVERY line completed), Guarantor Agreement (MUST be notarized), \$250 deposit (submitted online to the Business Office), clearance of background check.
- **2. RESIDENCY REQUIREMENTS:** Students must be enrolled in twelve or more credit hours at Weatherford College and must pass a background check.

#### 3. COYOTE VILLAGE LEASE RESPONSIBILITIES

- A. This is a legally binding document.
- B. The student, parent/guardian, and Guarantor are urged to carefully read this lease.
- C. It constitutes an agreement between Weatherford College, the student, parent or legal guardian (if student is under 18 years of age), and the Guarantor; becoming a binding lease once submitted to the Coyote Village office.
- D. It does not constitute a commitment of admission to Weatherford College.
- E. It may be cancelled or terminated **ONLY** under the conditions specified herein.

#### 4. LIMITATIONS OF THE LEASE

- A. It may NOT be transferred, assigned, or subleased to another person at any time.
- B. Only the student assigned to a specific apartment and room may reside there.
- C. Students may lease room space for residential purposes only. Other uses violate Weatherford College policy and may result in disciplinary action and/or termination of the lease.

#### **5. PERIOD OF LEASE**

- A. This lease is for the **FULL academic year** (**FALL AND SPRING**), excluding those periods during which Coyote Village will be closed. If entered into after the start of the Fall semester, it is binding through the remainder of the year.
- B. Room payments do <u>NOT</u> cover Winter Break or Summer Terms. A separate lease must be completed for Summer terms and each academic year of residency.

#### THIS LEASE IS BINDING FROM DATE OF STUDENT MOVE-IN TO END OF SPRING SEMESTER

#### 6. BREAKS AND OFFICE CLOSURES

- A. Breaks: Additional charges will be applied for students requesting to stay during the following dates: Fall 2023— Winter Break (Dec. 14th—Jan. 2nd).
- B. Office Closures: Weatherford College, including the Coyote Village office will be closed during the following dates: Fall 2023—Labor Day (Sept. 4th), Thanksgiving Break (Nov. 20th—24th), Winter Break (Dec. 14th—Jan. 2nd). Spring 2024—MLK Day (Jan. 15th), Spring Break (March 11th—15th), Good Friday (March 29th).

7. ROOM ASSIGNMENT: Assignments are made on a first come, first served basis. Housing staff retain the right to assign based on space available and to make room adjustments as needed throughout the year. Statement of your preference in no way guarantees your assignment to a specific room.

**8. CHECK-IN AND CHECK-OUT PROCESS:** Students must check-in/out with student housing staff and will be assessed additional charges if they do not do so. A space cannot be guaranteed if a student fails to check in by 5:00 p.m. on the official move-in dates (each semester).

**9. CONSOLIDATION:** Student housing does not guarantee any student a private apartment. At any time throughout the year student housing reserves the right to require students to consolidate to the same apartment when doing so will: (1) reduce the cost of utilities, (2) simplify cleaning, or (3) make more spaces available for occupancy.

**10. MEAL PLANS:** Students living on campus are <u>required</u> to purchase a meal plan, and may select a plan that provides either 19 or 10 meals per week. The cafeteria provides three meals daily Monday through Friday, and two meals Saturday and Sunday. **The cafeteria will not be open on official college breaks or closures.** Meal plans may only be changed during the **first two weeks of each semester and students must make Financial Aid aware**.

**11. ROOM AND BOARD FEES:** The student agrees to pay Weatherford College for the cost selected below (**fees may be changed at the discretion of the Weatherford College Board of Trustees**).

#### Select and INITIAL ONE room and board plan desired:

 Fall 2023 AND Spring 2024 (FULL YEAR amounts):

 \$7,770 (4 bedroom and 19 meal plan) Initial

 \$7,340 (4 bedroom and 10 meal plan) Initial

 \$8,220 (2 bedroom and 19 meal plan) Initial

 \$8,220 (2 bedroom and 19 meal plan) Initial

 \$7,790 (2 bedroom and 10 meal plan) Initial

 **OR** 

 Spring 2024 only:

 \$3,885 (4 bedroom and 19 meal plan) Initial

\$3,670 (4 bedroom and 10 meal plan) *Initial* \_\_\_\_\_\_ \$4,110 (2 bedroom and 19 meal plan) *Initial* \_\_\_\_\_\_ \$3,895 (2 bedroom and 10 meal plan) *Initial* \_\_\_\_\_\_

#### **12. REQUIRED PAYMENT**

A. The student and Guarantor are obligated to pay the full amount of fees and charges as set forth herein for both the **FALL AND SPRING SEMESTERS.** 

B. Charges for the **FALL** semester will be placed on a student's account when their application and lease are fully processed.

C. Charges for the **SPRING** semester will be placed on a student's account in November.

D. Failure to pay charges accordingly, or defaulting on the payment plan, may result in immediate removal from housing and a registration/transcript hold will be applied.

E. Financial Aid funds are applied to tuition, fees, bookstore charges, and housing/meal plan in that order. If financial aid does not cover the full amount of the charges stated in this lease, the student must pay the remaining amount each semester.

#### **13. HOUSING DEPOSIT**

A. The student will not be assigned a room until their \$250 deposit has been paid, along with required documents, notarized guarantor document, and registered as a full-time student.

B. The deposit serves as a security deposit, and is not applied toward housing costs.

C. The deposit will be refunded in full if the student cancels their lease, in writing, by 5:00 pm on August 10. Any cancellations after that date will result in loss of deposit.

D. The deposit will be refunded to the student when the housing lease requirement has been fulfilled.

E. The student will forfeit their deposit if they fail to properly check out of student housing, or if they arbitrarily break their lease.

F. Other damages or fees left unpaid at the time the student leaves will be deducted from the \$250 deposit.

#### **14. HOUSING PAYMENT OPTIONS**

A. Each semester's housing charges are due at the time set by Weatherford College.

B. Housing charges can be paid in full online through the student's Coyote Connect account or in the Weatherford College Business Office.

C. Housing charges can be paid using financial aid, scholarships, and/or loans the student may receive.
D. Students also have the option to set up a payment plan (mini-mester is excluded). The instructions and options may be found by searching "payment plan" on the Weatherford College website (wc.edu).

#### **15. REFUNDS**

A. Refunds referred to in this lease will normally be submitted to the Weatherford College Business Office for processing within 90 days of completion of the lease.B. All refunds will be deposited to the student's designated refund choice—this can be selected through their Coyote Connect account.

C. Any student who does not designate a refund choice will be issued a check that will be mailed to the address on file in the Weatherford College student system.

#### 16. RESPONSIBILITIES FOR THE ROOM

A. Except in cases of student negligence, student housing agrees to make necessary room repairs in a reasonable time. B. Student housing agrees to provide water and electricity in reasonable quantity, dumpster access, and heating/cooling for the facility according to the heating/cooling systems of student housing. Weatherford College shall not be responsible for disruptions in service that are beyond their control. In case of utility or facility disruptions, payment will not be reimbursed.

C. The student will be held accountable for the condition of the individual bedroom, common areas, and all furnishings assigned to that apartment, and shall be charged for any damage to, or loss of, these furnishings and accommodations. D. Students are responsible for maintaining the cleanliness of their rooms and common areas.

E. Additionally, students may be held accountable for any public area damages or abnormal cleaning in specific buildings if damages and/or vandalism can be attributed to a specific floor, building, or area.

F. A student is liable for all charges (room and board fees, damages, etc.), whether or not they are staying in their assigned room, until the student has: (1) **properly checked out** with a student housing staff member (2) turned in all keys to assure they are no longer gaining access to their room. G. In the event that accommodations are destroyed or made unavailable due to natural disaster or reasons other than negligence by the student, and if Weatherford College cannot furnish other accommodations, the lease will be terminated. All rights and liabilities of the parties shall cease and payments previously made by the student will be refunded on a prorated basis. In this situation, the full \$250 deposit will be refunded to the student.

#### 17. LEASE TERMINATION REQUEST PROCESS

A. This lease is binding for **the entire academic year** (August to May) <u>regardless of enrollment status.</u>

**B.** Students that move out before completion of the entire academic year (August to May), will be violating their agreed upon lease with student housing and will be subject to the full room and board charges.

C. The student must submit a release request by contacting the Director of Housing (in person or via email) by **THE LAST DAY OF FINALS OF THE FALL SEMESTER (December 13). Any requests after that will not be accepted.** 

D. The student must meet specific reasoning (as outlined below) to be released from the lease without full room and board charges. Any unpaid charges will be sent to a third-party agency for collection. The student and guarantor will be responsible for all collection.

#### 18. LEASE TERMINATION WITH NO TERMINATION FEE.

A. Military deployment or orders – provide official military paperwork. (Other damages or fees left unpaid at the time the student leaves will be deducted from the \$250 deposit.)
B. Graduation or completion of one semester program – provide proof of graduation through Student Services or verification of completion through program director. (Other damages or fees left unpaid at the time the student leaves will be deducted from the \$250 deposit.)

# **19. LEASE TERMINATION WITH \$1000 TERMINATION FEE AND FORFEITURE OF DEPOSIT**

A. Transferring to a 4-year university or other institution of higher learning – provide proof of enrollment (class schedule).

B. Participating in out-of-state internship – provide official acceptance letter.

C. Marriage prior to the start of Spring semester-provide marriage certificate.

D. Academic Suspension – Must be confirmed by Student Services **five** business days before Spring classes begin.

#### ALL OTHER CIRCUMSTANCES

E. Students who wish to terminate the lease, for any reason not specified above, will be required to file an appeal with the Director of Housing by THE LAST DAY OF FINALS OF THE FALL SEMESTER (December 13).

F. The appeal will be presented to the Appeals Committee for a **final** decision.

#### 20. LEASE TERMINATION BY THE COLLEGE

A. If a student is suspended, dismissed, expelled or otherwise removed from Weatherford College or Coyote Village for disciplinary reasons or by Coyote CARE Team, Weatherford College retains the right to terminate the lease.

B. The student will be required to vacate the room within 24 hours of notification of such action by the College, or sooner if, in the opinion of the Director of Housing or designee, there is a threat to the welfare of students, property, or a disruption to the normal operations of student housing.

C. The student may be removed temporarily from student housing pending the outcome of a student disciplinary proceeding to determine the student's future housing status. D. Students who are removed from housing for behavior not in keeping with student housing community standards will automatically forfeit their housing deposit and are still bound to the full financial obligation of the lease.

**21. RULES AND REGULATIONS:** The Coyote Village Community Living Guide and Weatherford College Student Code of Conduct (found under Housing in Coyote Connect on wc.edu) are formally a part of this lease. Both can be found under Current Students in the college's website. In case of conflicts in published policies, the provisions of this lease shall govern. Violations will be referred to the Director of Housing and/or Associate Dean of Student Development. All polices may be modified at any time and changes shall be in force and in effect on the date such change is posted by the Director of Housing.

**22. ROOM ENTRY:** Weatherford College reserves the right to enter a student's room for the following reason(s): to inspect college property/furnishings, make improvements or repairs, control the room in case of emergency, ensure evacuation during fire or tornado drills, assess room cleanliness and sanitation, and confirm compliance with any federal, state, local law and/or college policies. This includes checking for suspected violations regarding the possession of alcohol, illegal or controlled substances, firearms, or any other contraband, or for any purpose as stated in the Coyote Village Community Living Guide or the Weatherford College Student Code of Conduct (found under Housing in Coyote Connect on wc.edu).

**23. SECURITY:** Weatherford College does not assume any legal obligation for personal injury (including death, rape, or assault) or loss, theft, or damage of personal property that occur in its buildings or grounds during any period of this lease. **Students are encouraged to carry appropriate renter's insurance to cover personal property. Students must lock their apartment and individual bedroom doors at all times.** 

**24. CONCEALED CARRY:** Concealed carry is prohibited by students, regardless of age or license permit. Any guests and students' family members, are NOT permitted to possess a firearm at Coyote Village regardless of age or license permit. No handguns may be stored anywhere within Coyote Village, which includes student rooms and common areas.

**25. BACKGROUND CHECK:** Weatherford College requires that every student seeking residency at Coyote Village complete a background check. It is conducted by the Weatherford College Police Department. Any person found with felony charges will be declined placement in Coyote Village. Misdemeanor charges will be reviewed on a case-by-case basis by a committee, however, due to the number of applications received, misdemeanor cases are typically denied residency.

**26. PETS: Pets are not allowed in Coyote Village.** A \$250 fee for violating the pet policy will be assessed, in addition to any restitution for damages caused by the pet.

A. A Service Animal is allowed.

B. An Emotional Service Animal (ESA) is allowed however a student must meet the college's requirements and formal approval from the Director of Special Populations. Students that bring their ESA without prior approval may result in their ESA being removed.

**27. MENINGITIS VACCINATION:** All students must have received the Meningitis vaccination (within 5 years) and submit documentation of receiving the vaccination to Student Services prior to occupancy.

**28.** NOTIFICATIONS: All housing correspondence will be **emailed to the student's Weatherford College student email address** and/or placed on the front of the apartment door.

**29. ABANDONED BELONGINGS**: Students leaving behind substantial belongings in their apartment, will be charged for the removal of those belongings. The student will be notified by certified letter to their address on file with Weatherford College regarding the timeframe and charges associated with the removal of their belongings.

**30. RECREATIONAL WAIVER:** The student waives all claims that may be asserted against Weatherford College, its agents, representatives, or employees with respect to use of the sand volleyball court or basketball court. This waiver includes any injury or illness that may result (directly or indirectly) from any utilization of these facilities.

**31. STUDENT ATHLETES:** This lease is binding outside of affiliation with any athletic program at Weatherford College. The student is responsible for the full terms of this lease regardless of status with the team. If scholarship funding is revoked for any reason, the student and Guarantor will be held to the full financial obligation of this lease. Any unpaid amounts will be sent to a third-party collection agency.

**32. MISCELLANEOUS PROVISIONS:** Weatherford College has the right to determine when provisions of this lease are violated and to decide appropriate course of action. If any section or subsection of this lease is ruled to be illegal or invalid, this will not affect the validity or enforcement of the remaining provisions of the lease.

#### **33. FORMAL SIGNING OF THE LEASE**

I understand and agree to the terms of this lease and to abide by all policies of Weatherford College and Coyote Village.

I understand this lease is the joint obligation of the Student and Guarantor and **shall become legally binding** upon the signing date, this includes all payments required herein. All terms and conditions will be fully enforced. I further understand that **this lease is binding** from date of move-in to end of spring semester.

I understand that I shall, both jointly and individually, with my Guarantor, indemnify, defend, and hold harmless the College, its employees, and agents against any and all claims. These claims shall include: damages, liabilities, costs, attorney fees, and any other expenses incurred by the student due to negligent act or omission by the student pursuant to the terms of this lease. This includes, without limitation, the student's failure to fully observe and comply with all of the College's policies and guidelines of student conduct.

#### I have read, accept and understand all provisions of this lease.

STUDENT Signature

Date

Parent/Guardian (ONLY if under 18) Date

#### You MUST have your GUARANTOR sign the line below !!

**GUARANTOR** Signature

Date

Date

Office Use Only

Director of Housing Signature

# **GUARANTY (CO-SIGNER) AGREEMENT**

THIS GUARANTY AGREEMENT ("Guaranty") is executed and delivered by the undersigned Guarantor, in connection with the Coyote Village Housing Lease ("Lease") and between the undersigned student ("Student") and Weatherford College ("Weatherford College") which is attached hereto and hereby made a part hereof.

The aforementioned Student has applied to become a resident of COYOTE VILLAGE, in Weatherford, Texas. As possible condition of acceptance of such Student, Weatherford College requires that all payment and performance obligations of the Student under the Lease (and policies of COYOTE VILLAGE) be personally and unconditionally guaranteed by the Student's parent, guardian or other sponsor ("Guarantor"). This requirement is in recognition of the fact that the Student may not have independent financial means, but this Guaranty shall be in force regardless of the financial means of the Student. The Guarantor represents that his or her relationship with the Student is as listed below.

## Guarantor Initials

In order for Weatherford College to lease to the Student, the undersigned does hereby (if more than one, jointly and severally) guarantee the payment in full of all obligations under the Lease to be executed by the Student or any renewal, extension or subsequent Lease (whether for the same or different unit), and to pay all amounts, including fines imposed pursuant to the Rules and Regulations, or attorney's fees incurred in the enforcement of the Lease or any renewal, extension or subsequent Lease. This is a continuing and absolute guaranty of payment and not of collection.

### Guarantor Initials \_\_\_\_

This Guaranty may be enforced against Guarantor without the necessity of recourse against Student or any other parties responsible. The validity and enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of the Lease, or any renewal, extension or substitution thereof, as against the Student for any reason whatsoever, including any defense that Student lacks sufficient legal capacity to enter into the Lease or any renewal, extension or substitution thereof. *Guarantor Initials* 

The Guarantor consents that any proceedings to enforce this Lease or related rights may be brought before the court of jurisdiction sitting in Parker County, Texas, and the Guarantor consents to personal jurisdiction of such courts and agrees that it may be served with process by certified mail addressed to the Guarantor at the address shown below. Any actions to enforce this Guaranty shall be governed by the laws of the State of Texas.

The Guarantor waives (1) renewal or notice of extension of time within which payment of rental, damages or repairs or the performance of other obligations shall be due; (2) necessity of recourse against Student; (3) any understanding that any other person or entity was to sign this Guaranty; (4) the incapacity or bankruptcy of Student or Guarantor; (5) any notice of change or amendment to the Lease, COYOTE VILLAGE policies, or the right to any notice of default.

### Guarantor Initials

Weatherford College will not enforce payment recovery against other occupants of the apartment and any third parties shall not re-lease with the Guarantor, provided that Guarantor is only liable for payments or obligations of Student whose name is set forth below in accordance with terms of the Lease.

### Guarantor Initials \_\_\_\_

The Guarantor also acknowledges that if the Student or Guarantor is more than sixty (60) days delinquent on payment of rent or any monies due Weatherford College pursuant to the Lease, Weatherford College shall have the right to report Student's and/or Guarantor's delinquency to any and all credit reporting agencies. The Guarantor also acknowledges that Weatherford College shall have the right to obtain a credit report (or summary thereof) of the Guarantor's credit history prior to Weatherford College's execution of this Lease. If, in Weatherford College's sole discretion, the Guarantor has a credit history of delinquent payments, defaulted obligations, or an overall negative credit history, then Weatherford College may rely on said credit history in denying to lease to the Student. In addition, the Guarantor agrees to guaranty and pay all reasonable attorneys' fees and all costs that are incurred by Weatherford College in the enforcement of Weatherford College's rights under the Lease or this Guaranty.

Guarantor Initials \_\_\_\_

#### ATTORNEY'S FEES.

In the event Weatherford College is required to employ an attorney to represent it in connection with the enforcement of this Lease, whether the litigation be instituted or not, the Guarantor shall be obligated to reimburse the college all such attorney's fees incurred, and, in the event of litigation, the Guarantor shall be liable for reimbursement to the college of all costs incurred in connection.

Guarantor Initials \_\_\_\_\_

#### DEFAULT DEFINED

This Lease is to be governed by and construed in accordance with the laws of the State of Texas. The venue for any action hereunder shall be Parker County, Texas.

Default on the part of the student shall include, but is not limited to, the following:

- A. Failure to make any rent or any other payment required hereunder, for more than fifteen (15) days after such payment is due;
- B. Disruptive, illegal, or criminal behavior on the part of student or student's guests;
- C. Keeping any handguns, firearms, weapons, hazardous substances, or any article of dangerous nature at COYOTE VILLAGE;
- D. Any violation of the laws of the State of Texas and/or policies of Weatherford College and COYOTE VILLAGE regarding alcohol;
- E. Illegal manufacture, sale, possession, or use of narcotics, marijuana, hypnotics, stimulants, hallucinogens, or other controlled substances or harmful or habit-forming drugs and/or chemicals within COYOTE VILLAGE by student or student's guests;
- Inability or refusal on the part of student to adjust to the concept and requirements of living in a student residential environment; F.
- Violation of any of the agreements of the Lease or COYOTE VILLAGE policies made by the college, whether such rules and G. regulations are now in existence or subsequently created in the future;
- Abandonment of the Premises. H.

| I, |                                   | agree to serve as Guarant | tor for                          |          |  |
|----|-----------------------------------|---------------------------|----------------------------------|----------|--|
|    | (Printed Name of Guarantor)       | (Student Name)            |                                  |          |  |
|    | Guarantor Street Address          | City                      | State                            | Zip Code |  |
|    | Guarantor Phone Number            |                           | Guarantor Social Security Number |          |  |
|    | Guarantor Relationship to Student |                           | Guarantor Email Address          |          |  |

## **IMPORTANT!!** The following must be completed in the presence of a Notary.

Section 1: Student Only

Printed Name of Student

Signature of Student

As a Notary Public, the preceding document was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_

(Notary Public)

Please include notary stamp/seal below:

Section 2: Guarantor Only

Printed Name of Guarantor

Signature of Guarantor

As a Notary Public, the preceding document was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_ (Notary Public)

Please include notary stamp/seal below: