

Residence Living License Agreement-9 month
2016-2017
Chapman University
Office of Residence Life and First Year Experience

This Residence Living License Agreement (“RLLA”), is made by and between the undersigned, a registered Chapman University student (the “resident”), and Chapman University (the “University”).

1. **Lease of the Residence:** The University hereby licenses to the resident and the resident hereby licenses from the University a room, as more particularly described in Section 23 below (the “residence”), which residence is located in a University Residence Hall (commonly known as Pralle-Sodaro, Morlan, Henley, Glass Hall or the Sandhu Residence Center), or a University Apartment (commonly known as Harris or Davis), and University Apartment Suite (commonly known as Panther Village) all upon the terms and conditions set forth herein.
2. **Eligibility:** During the entire term of this RLLA, the resident must meet the following eligibility requirements: (a) the resident must be enrolled in courses at Chapman University the resident must be enrolled with the University in Twelve (12) units as an undergraduate or Nine (9) units as a graduate, or the resident must be determined otherwise eligible by the Director of Residence Life and First Year Experience or its designee.
3. In the event that the resident plans to withdraw from the University (or will otherwise not be enrolled in the required units to satisfy the eligibility requirements), or will otherwise fail to meet the eligibility requirements described in the previous paragraph, the resident must, at least Thirty (30) days prior to such event, deliver written notification of such event to the Office of Residence Life and First Year Experience (notifying other University offices or departments will not be accepted as substitution for this requirement); Graduating Seniors and students who will study abroad must submit their request for release from this RLLA to the Office of Residence Life and First Year Experience on or before November 30th, 2016. If the resident fails to meet the eligibility requirements, then resident must check out in accordance with Section 14 below and must vacate the residence within Seventy-Two (72) hours after the University’s delivery of written notice. Residents who do not meet eligibility requirements and their residency is terminated prior to the end of the term of this agreement will forfeit their Security Housing Deposit as they will have not met all their duties and financial obligations under the RLLA
4. **Term of RLLA; Dates of Occupancy; Termination:** Unless terminated early in accordance with this RLLA, the term shall be set forth as a 9 month Residence Living License Agreement (RLLA) for a University Apartment/Apartment Suite or Residence Hall assignment.

Residence Halls: Morlan, Pralle-Sodaro, Henley, Glass (including Apartment Suites) Hall and Sandhu Residence Center:

Nine (9) months (one academic year, fall and spring semesters), commencing on August 29th, 2016 (or date of check-in), and terminating on May 20th, 2017 (or 24 hours after the resident’s regularly scheduled final exam). The resident must vacate the residence by 5:00 p.m. on May 20th, 2017 (unless graduating then the resident must vacate by 12 noon, May 22nd, 2017).

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Commencing on the date of this RLLA, and terminating at 5:00 p.m. May 20th, 2017 (or the date that is twenty-four (24) hours after the resident's last regularly scheduled final exam of the spring semester). The resident must vacate the residence by 5:00 p.m. on May 20th, 2017 (unless graduating then resident must vacate by 12 noon, May 22nd, 2017).

University Apartment/Apartment Suites: Davis, Harris Apartments and Panther Village Apartment Suites:

Nine (9) months (one academic year, fall and spring), commencing on August 29th, 2016 (or date of check-in), and terminating on May 20th, 2017 (or 24 hours after the resident's regularly scheduled final exam). The resident must vacate the residence by 5:00 p.m. on May 20th, 2017 (unless graduating then resident must vacate by 12 noon, May 22nd, 2017).

Commencing on the date of this RLLA, and terminating at 5:00 p.m. on May 20th, 2017 (or the date which is twenty-four (24) hours after the resident's last regularly scheduled final exam of the spring semester). The resident must vacate the residence by 5:00 p.m. on May 20th, 2017 (unless graduating then resident must vacate by 12 noon, May 22nd, 2017).

The resident must vacate the residence on the earlier of: (i) 24-hours after the resident's last final exam or (ii) by 5:00 p.m. on May 20th, 2017. **These dates have not received final approval and are subject to change.** The permitted occupancy of a residence by any resident before or after the dates of occupancy set forth above is subject to all terms, policies and procedures as set forth in this RLLA.

The RLLA shall automatically terminate if, at its sole and absolute discretion, the University closes the University housing facility in which the residence is located. Except as set forth in Section 19 of this RLLA, the resident may not terminate or cancel the RLLA.

5. **Rates (rates are subject to change):** Subject to the provisions set forth in Section 21 (regarding Utilities) and Section 22 (regarding Meal Plans), as applicable, the resident shall pay the University the rent/room/board fees set forth in the schedule at the end of this document. **Residents are required to pay the fee associated with the ACTUAL number of residents living in their room/apartment; for instance, triple room rates are applicable in residence hall rooms during the time that three students are actually residing in a room (or the time the room is officially considered its respective assignment (single, double, triple assignment) See section 20)**

Payments for housing charges are due in full according to the date indicated on residents billing statements issued by the Student Business Services Office. If the resident defers full payment of the rate by signing a Business Office Payment Note, then the payment of such note is subject to the deadlines agreed to by the resident and Student Business Services Office. The resident's failure to comply with such deadlines is, in the University's sole and absolute discretion, cause for the University's removal of the resident from University housing.

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6. **Housing Application Processing Fee:** Each student applying for housing through the online housing application and assignment process must submit a \$50 Housing Application Processing Fee; this fee is non-refundable and must be submitted with the application.

7. **Security Housing Deposit:** Each resident living in a residence must pay a \$600.00 Security Housing Deposit (hereinafter called "housing deposit"). **The \$600 housing deposit is refundable only to those residents who complete all duties assigned under the RLLA, including the term of residency and full payment for the entire term of residency. The only residents who will be eligible for a refund of their housing deposit who do not complete the term of residency are those who have been approved to graduate from the University before the end of the term of residency, have been called for military service, have been approved for a Chapman University Study Abroad program, or are otherwise deemed eligible for a refund by the Director of Residence Life and First Year Experience or designee. Residents/Students who apply for and are granted early release from the RLLA, by the Director of Residence Life and First Year Experience or designee, prior to the expiration of the residency term under the RLLA will forfeit their \$600 Housing Deposit as they have not completed their financial duties under the RLLA; this includes residents who transfer from the University, withdraw from the University, or apply for and are granted early release from the RLLA to live off-campus.**

The \$600 Housing Deposit is refundable to the resident upon the expiration of the RLLA if the resident has completed all duties under the RLLA including completing the entire term of residency; provided, however, a deduction for any charge incurred by the resident as set forth herein will be made before the refund is processed. If the resident is assigned a residence for the subsequent summer or academic year, the University will hold the Housing Deposit over for the subsequent term(s). However, the resident must pay all charges as they are incurred and the housing deposit must be kept current at all times during the RLLA. During the check-in period, the resident will sign a completed room inventory form indicating the condition of the residence at the time that resident moves in. Housing Deposits will be applied by the University as necessary to (i) cure any defaults by the resident under this RLLA, (ii) repair any damage to the residence or its contents or the Residence Hall or University Apartment for which the resident is responsible as indicated on the resident's check out inventory form, or (iii) clean the residence or its contents upon termination or expiration of this RLLA. The resident may request a pre-inspection with University professional staff (not Resident Advisor's or other student staff) prior to check out, but no earlier than two weeks prior to check out, to assess possible damage fees; please note the final inspection will be assessed after move-out. If any portion of the housing deposit is used by the University for any of the foregoing purposes, within five (5) days of the resident's receipt of a written request from the University, the resident must deliver such funds to the University as necessary to restore the Housing Deposit to \$600.00.

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- 8. RLLA Assignment:** This RLLA and right of occupancy hereby conferred are not transferable nor assignable and the resident shall not sublease its interest in the residence or otherwise grant any occupancy rights to the residence to any third party. Unless the resident receives prior written approval from the Office of Residence Life and First Year Experience, any purported transfer, assignment, or sublease of this RLLA shall result in immediate termination of this RLLA, solely at the election of the University.
- 9. Relocation of a Resident:** The University, in its sole and absolute discretion, may relocate the resident to any comparable residence in another location. Residents who execute the 9 month RLLA for a 9 month term may be required to live in temporary alternate housing until their summer assignment is ready.
- 10. Guests:** The resident is responsible for the conduct of each of its guests. The resident must, at all times, accompany his or her guests while they are on University property; unaccompanied guests will be removed from University property and may be subject to arrest. The resident will be held financially responsible for his or her guests and visitors who cause damage. With the permission of the resident's roommate, guests may be housed overnight, no more than 3 nights per semester. All guests must abide by University policies as well as local, state and federal laws. In addition to the foregoing, the resident will be responsible through the conduct system for policy violations of its guests. These policies are provided in the Student Code of Conduct, and the Course Catalogue and other University Publications, each of which is incorporated herein by this reference and available at the Office Residence Life and First Year Experience for viewing.
- 11. Resident's Indemnity for Damages and Costs:** The resident hereby agrees to be personally liable for loss or damage to the residence, its furnishings, and the areas outside the residence, and the resident will indemnify and hold the University harmless for all loss or damage caused by the resident and/or its guests to the residence, University property, and/or third party property. The resident hereby agrees to pay for damages, lost property and/or extraordinary service costs (including, without limitation, utility, fire, police, security, or other public or safety services), caused by the resident's and/or its guest's actions or omissions within the residence and all other areas surrounding the residence hall or building. **Residents living together shall each be held jointly and severally liable for the costs of all damages and moneys owed to the University under this RLLA--meaning that each resident is fully responsible for these obligations whether incurred by the resident living in the unit or his/her roommate(s).** The Facilities Management staff will determine repair costs. The University is not liable for any damage caused by the resident or his or her guest.
- 12. Non-Liability of the University:** The University will not assume responsibility for any claims for damages or personal injury sustained by the resident, or its guests, or others in its residence or within the residence as a result of their acts or omissions, or as a result of any changes or modifications made to its residence or furnishings, such

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as, but not limited to: the construction or modification of bunk beds, bookshelves, lofts, partitions, or other structures. The University is not liable for lost, stolen, or damaged property belonging to the resident or its guests,

regardless of where the loss, theft, or damage occurs, including, without limitation, University storage facilities. **The University strongly recommends that the resident insure its personal belongings.** Any student who intentionally or unintentionally causes a fire sprinkler to activate, through heat, contact, or other means, will be held liable for any damages, losses, or injuries that are caused by the activation of the sprinkler, including, but not limited to, damage to their property, property of other residents, and University property. The University is not liable for any damage or personal injury occurring to resident or property due to such activation of fire sprinklers. The resident hereby releases, acquits, and forever discharges the University, its agents, employees, and its successors and assigns, from any and all claims, demands, actions, and causes of action, known or unknown, or otherwise arising out of or in any way connected with or related to the damage or personal injury to person or property occurring in, on, or about the residence and attributable to acts or omissions of the resident, including damages or injuries caused by his or her guests.

- 13. University's Entry into the Residence:** Upon Twenty-Four (24) hours prior notice and approval from the Director of Residence Life and First Year Experience or its designee, authorized University personnel may enter and search the resident's residence during normal business hours for reasons pertaining to health, safety, general welfare, necessary repairs or improvements facilities planning, tours for prospective students and/or residents, and/or to insure compliance with the RLLA and University or Residence Life and First Year Experience policies and guidelines. Authorized University personnel may enter and search the residence without prior notice if (i) the resident abandons or surrenders the residence, (ii) prior notice is impracticable, (iii) an emergency situation exists, (iv) reasonable belief that a crime and/or violation of University policy is occurring or has occurred, or (v) the resident is present and consents to entry at the time of entry. Note: Health and Safety Inspections are conducted in every residence facility at least once per semester with at least 24 hours prior notice to the resident.
- 14. Furnishings:** The Residence Hall and Residence Hall Suites are furnished with basic furniture for one, two or three residents. The Harris Apartments and Davis Apartments are furnished to accommodate the minimum occupancy in the housing assignment. **Residents in Harris and Davis Apartments are hereby advised that, should they choose to have more than two residents in a one bedroom or three residents in a Davis two-bedroom, extra furniture is likely not available; should residents choose to exceed the minimum occupancy of their apartment they will likely have to provide the additional furniture themselves.**

With respect to all Residence Halls, Residence Hall Suites and University Apartments/Apartment Suites, additional furniture is not available and **the resident may not remove University owned furnishings.** The resident hereby agrees to be financially responsible for the care of all University-owned furnishings. Accordingly, in the event that any furnishing is removed from the residence, the resident shall be responsible for its return and, in the event that any furnishing is damaged or destroyed, the resident shall pay the cost of repair or replacement of such furnishing. A resident may also not request to have Chapman University Facilities staff to remove any furniture from the

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assignment. The resident hereby acknowledges and agrees that they have examined the residence and all appliances and fixtures and hereby accepts the same as clean and in operative condition.

15. Residence Care; Check-In and Check-Out Responsibilities: Scheduled check-in for new First Year students is on Tuesday, August 23rd, 2016. Scheduled check-in for Returning Students is on Thursday, August 25th, 2016. Students (new or returning) will not be allowed to check in earlier than their scheduled check in date. Upon moving into the residence, the resident is responsible for compliance with all check-in procedures If the resident fails to complete all check-in procedures, then the resident will be billed a \$65.00 Improper Check-in fee. Within Ten (10) days after receipt of University's notice, the resident must pay the improper check-in fee. The resident shall jointly maintain in a clean, safe, sanitary and good condition the residence and the areas directly in front of the residence with the other resident(s) who are assigned to that unit. During the checkout period, students currently assigned to a residence hall room and who have signed a 12 or a 3 Month Lease will need to remain in the area until their summer assignment is ready for occupancy or they must complete a check out and check back in to their new assignment upon their return. The resident shall leave the residence in a clean and orderly condition upon termination of residency. The resident shall pay any and all charges resulting from cleaning of and/or damage to the residence. The resident may request a pre-inspection with University professional staff (not the Resident Advisors or other student staff) prior to check out, but no earlier than two weeks prior to check out, to assess possible damage fees; please note the final inspection will be assessed after move-out. The resident shall complete all check out procedures. If the resident fails to complete all check-out procedures, then the resident will be billed a \$65.00 improper check-out fee. Within Ten (10) days after receipt of University's notice, the resident must pay the improper check-out fee. If the resident withdraws from the University, then the resident must remove its belongings from the residence within 72 hours of his or her withdraw date. If the resident fails to remove his or her belongings from the residence within 72 hours, then the resident's belongings will be removed by the University (to be stored and disposed of as permitted by applicable laws) and the resident will be charged for damages including, but not limited to, re-keying of the residence and the improper check-out fee.

16. Resident Behavior: The resident shall abide by University policies and all local, state, and federal laws. If the resident is responsible for disruptive or dangerous behavior or violations of University or Residence Life and First Year Experience policies including, but not limited to, drug and alcohol use and abuse, harassment, noise, violence and other inappropriate behaviors, then the resident will be subject to sanctioning that may include involuntary relocation and/or termination of this RLLA. If the University terminates this RLLA and requires the resident to leave the residence and the Residence Life and First Year Experience areas as a result of the resident's behavior, then the resident (i) shall pay to the University the full amount of rent through the remainder of the term of the RLLA, and (ii) shall pay any and all cleaning and damage fees resulting from the resident's occupancy of the residence. Additionally, if the University requires the resident to leave the Residence Life and First Year Experience areas, then the resident will not be allowed to return, even as a guest, to any Residence Life and First Year Experience area until such time that the Director of Residence Life and First Year Experience, or its designee, provides written

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consent to the resident. If the resident is found to be in any Residence Life and First Year Experience area after being removed, then the resident may be subject to arrest. All standards of the University, as set forth in the Student Code of Conduct, Student Handbook, University Catalogue, and/or other authorized University publications, as each may be modified from time to time by the University, shall be binding upon the resident.

- 17. Pets:** Residents shall abide by the pet guidelines. Animals are not allowed in the Residence Halls or University Apartments, except only fish in a tank no larger than 10 gallons. No other pets or animals that can be kept in an aquarium are permitted within the Residence Halls or University Apartments/Apartment Suites.
- 18. Alterations:** The resident shall not make any alteration, addition, or improvement to the interior or exterior of the residence, including, without limitation, painting, wallpapering or permanent shelving, without the prior written permission of the Director of Residence Life and First Year Experience or its designee. For safety reasons, lofts are not permitted. Any alteration to the residence that is approved by the Director Residence Life and First Year Experience or its designee shall become the property of the University or, at the election of the University, shall be removed by resident upon the expiration or earlier termination of this RLLA. The resident shall pay all charges associated with restoration and/or damage to the residence caused thereby.
- 19. Indebtedness:** The resident's failure to satisfy its financial obligations under this RLLA may result, at the University's election and in addition to the other remedies available to the University, in the denial of further meals, withholding of issuance or transfer of grade transcripts and/or enrollment, and/or reassignment and/or termination of this RLLA pursuant to University rules and regulations governing the imposition of these sanctions and remedies.
- 20. Termination of RLLA**
- A.** Cancellation: This RLLA is not cancelable by the resident except as provided in this Section 19.
- B.** Termination by the University: The University may terminate this RLLA under any of the following circumstances:
- Eligibility. If a resident fails to meet the eligibility requirements set forth in Section 2, then the University, in its sole and absolute discretion, may terminate this RLLA. If a resident becomes ineligible before the expiration of the entire term of residency, he/she will forfeit his/her Security Housing Deposit.
 - Exigency: The University may terminate or temporarily suspend performance of any part of this agreement, with or without notice, in the event of an exigency or circumstance that would make continued operation of the residential housing unfeasible.
 - Violations of Rules and Regulations: The resident must follow all of the University's rules and regulations (as set forth in the Student Conduct Code, Student Handbook, Course Catalogue, and other University publications) and all local, state and federal laws. If the resident violates any of the University's rules and regulations and/or any local, state, or federal law, then, in the sole and absolute discretion of the University, this RLLA may be terminated by the Director of Residence Life and First Year Experience or its designee. If the University terminates this RLLA under this Section, then the

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resident shall (i) pay the full amount of rent through the remainder of the term of the RLLA, and (ii) pay any and all cleaning and damage fees resulting from the resident's occupancy of the residence.

- Breach of Contract: In the event that the resident breaches any term or condition set forth in this RLLA, the University, in its sole and absolute discretion, may terminate this RLLA and the resident shall vacate the residence within 72 hours of its receipt of notice to do so.

- C. Prorations: In the event of the cancellation or termination of this RLLA in accordance with this Section 19, to the extent that the resident is entitled to receive a refund of any portion of its rent or other fees collected by the University in connection with this RLLA, prorations of said amounts shall be made on a weekly basis.

- D. Buyout Option and/or Requests for Early Termination: At the discretion of the Director of Residence Life and First Year Experience or its designee, the University may allow the resident to buy out the remainder of the RLLA period at a rate solely determined by the University and subject to fines and penalties for early release. If the resident applies for and is granted early release, at the sole discretion of the Director of Residence Life and First Year Experience or designee, they will forfeit their Security Housing Deposit. Early releases from housing are granted in only **EXTREME** circumstances of financial or medical emergency (including but not limited to loss of major financial support, death in the family, major medical diagnosis such as cancer, etc.). **Financial emergency is NOT defined as residents who find less expensive housing off campus before their RLLA expires and/or who create financial difficulties for themselves by signing a lease with an off-campus landlord etc. before their term of residency is completed under this RLLA; they will not be considered for early release.**

- E. Notwithstanding any provision to the contrary set forth herein, the resident may not request release from the RLLA for the current semester in the last four (4) weeks of the semester.

- F. **Vacating or abandoning a residence does not constitute a release from the RLLA obligation.**

21. Multiple Residents; Relocation:

Triple Rooms: In the event that one or more residents of the Residence Halls in a triple assignment vacates or abandons the residence during the term of the RLLA, the remaining resident(s) will be billed the single or double rate, as applicable, once the Office of Residence Life and First Year Experience confirms that the assignment has de-tripled. In the alternative, the Office of Residence Life and First Year Experience may, in its sole and absolute discretion, assign a new roommate(s) to the room to maintain its triple status or move the existing resident(s) to another room. Additionally, the University may, in its sole and absolute discretion, relocate a resident as a sanction for a violation of any University or Residence Life and First Year Experience policy.

Double Rooms: In the event that a resident of the Residence Halls in a double assignment vacates or abandons the residence during the term of the RLLA, the remaining resident will be given the option to request a new eligible

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preferred roommate. If the remaining resident fails to find a new eligible preferred roommate, the Office of Residence Life and First Year Experience may, in its sole and absolute discretion, assign a new roommate to the room or move the remaining resident to another room, or bill the remaining resident the single room rate.

Additionally, the University may, in its sole and absolute discretion, relocate a resident as a sanction for a violation of any University or Residence Life and First Year Experience policy.

University Apartment/Apartment Suites: In the event that a resident of an Apartment or an Apartment Suite vacates, abandons, or is removed/released from the residence during the term of the RLLA, the remaining resident(s) will be given thirty (30) business days to find a new eligible roommate of notification of the Office of Residence Life and First Year Experience . If the remaining resident(s) is unable to find a new eligible roommate within thirty (30) business days, the remaining resident(s) will pay a higher rate, according to the number of residents remaining in the housing assignment, for the remainder of the term of the RLLA. Additionally, the University may, in its sole and absolute discretion, relocate a resident as a sanction for a violation of any University or Residence Life and First Year Experience policy.

- 22. Utilities:** The rent for all Residence Halls, the Davis and Harris Apartments, Panther Village and Glass Hall Apartment Suites does include gas, electricity, internet connection and basic cable television service. Telephone service is provided but the resident is responsible for the payment of any completed long distance phone calls.
- 23. Meal Plan:** For University Apartment (Davis/Harris Apartments, and Glass Hall Apartment Suites), the meal plan is optional as long as the resident lives in a University residence during the course of the academic year and is in compliance with the terms of this RLLA. Residents who live in Glass Hall Apartments Suites are not required to purchase a modified meal plan. For Panther Village Apartment Suites, the Panther Buck Meal Plan is not optional as long as the resident lives in a Panther Village Apartment Suite during the course of the lease term and is in compliance with the terms of this RLLA. For Residence Hall residents (Pralle- Sodaro, Henley, Glass (Residence Hall Wings), Morlan Hall and the Sandhu Residence Center, all residents are required to purchase a 10, 12, 14, or 19 meal plan. The 10-meal plan includes \$400.00 “discretionary points” per semester, the 12-meal plan includes \$350.00 “discretionary points” per semester, the 14-meal plan includes \$300.00 “discretionary points” per semester, and the 19-meal plan includes \$250.00 “discretionary points” per semester. Discretionary points terminate at the end of each semester and are not refundable if they are not used by the end of the semester. The meal plan terminates on May 20th, 2017; residents living in summer housing in the University Apartments are responsible for all meals after that date until the board plan begins again on August 28th, 2017 (if resident will be a resident of the Residence Halls in Fall 2017). Notwithstanding the fact that the Residence Hall resident may move to a University Apartment or University House or that this RLLA may be terminated in accordance with the provisions set forth herein, the Residence Hall resident will be liable for the meal plan rate for the entire term of the RLLA; provided, however, December graduates, residents who will be studying abroad or residents released from the License Agreement prior to the end of the term of this lease, may be released from liability for the meal plan rate. The board plan is not available during University student holidays.

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24. Capacity Maximums and Minimums

	PRALLE-SODARO HALL	HENLEY HALL	GLASS HALL RESIDENCE HALL WINGS	NORTH MORLAN HALL	SOUTH MORLAN HALL	SANDHU RESIDENCE CENTER	SANDHU RESIDENCE CENTER DESIGNED SINGLE ROOM	SANDHU RESIDENCE CENTER 2 BEDROOM QUAD RESIDENCE HALL SUITES	SANDHU RESIDENCE CENTER 4 BEDROOM QUAD RESIDENCE HALL SUITES
Maximum Residents	3	3	3	3	2	3	1	4	4
Minimum Residents	1	1	1	1	1	1	1	4	4

	One (1) Bedroom Apartments* HARRIS/DAVIS	Two (2) Bedroom Apartments* DAVIS
Maximum Residents	3	4
Minimum Residents	2	3

	Single (1) Studio Apartment Suite PANTHER VILLAGE	Triple Loft (3) Apartment Suite PANTHER VILLAGE
Maximum Residents	2	3
Minimum Residents	1	3

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- 25. Holdover:** Any holding over at the expiration of this RLLA shall create a month to month tenancy at the monthly rent in an equal amount to two hundred percent (200%) of the existing rental rate.
- 26. Notices:** Any written notice to be given or other document to be delivered by either party to the other here under may be delivered in person to either party, or may be deposited in the United States Mail, in the State of California, duly registered or certified with postage and addressed to the party for whom intended as follows:
- To University:** Office of Residence Life and First Year Experience
Chapman University
One University Drive, Orange, CA 92866
- To Student Resident:** From May 23rd, 2015 to August 31st, 2015 correspondence will be sent to the resident's Chapman email address or to the resident's home address posted with the Registrar's Office. From August 31st, 2015 to May 21st, 2016 all correspondence will be sent to the residents Chapman email address.
- 27. Sex Offender Disclosure:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP code in which he or she resides.
- 28. Fire Safety:** The University shall supply, install, and maintain all required smoke detectors and similar devices if applicable and test them whenever an assignment becomes vacant. The resident shall not remove, tamper with, or obstruct the smoke detector or similar device in any fashion that may impede its proper operation. The resident shall report *immediately* to Public Safety any sounding of the smoke detector, low battery condition, or maintenance issue concerning the smoke detector or fire alarm or similar device. Resident shall comply with all other aspects of the Fire Safety policy posted in the Student Conduct Code. Any student who intentionally or unintentionally causes a fire sprinkler to activate, through heat, contact, or other means, will be held liable for any and all damages, losses, or injuries that are caused by the activation of the sprinkler, including, but not limited to, damage to their property, property of other residents, and University property. The University is not liable for any damage or personal injury occurring to resident or property. The University recommends that the resident insure its personal belongings.
- 29. HEALTH & SAFETY CODE SECTION 25249.6 NOTICE:** The Residence Halls and University Apartments may contain asbestos and other chemicals in some of the original building materials, known to the State of California to cause cancer, birth defects, or other reproductive harm. These materials are encapsulated and should pose no immediate health risk; however, disturbance of or damage to certain interior surfaces may increase the potential for exposure to these substances.

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- a. Residents and/or their guests shall not perform or permit any action which in any way damages or disturbs the ceiling of any area, including without limitation, drilling or piercing the surface of the ceiling; hanging objects from the ceiling; attaching fixtures to the ceiling; permitting water or other liquid to come in contact with the ceiling; painting, cleaning, or making repairs to any portion of the ceiling; or replacing light fixtures.
- b. Residents shall notify the Office of Residence Life and First Year Experience immediately by hand-written or on-line work request if there is any damage or deterioration of the ceiling, including without limitation, flaking, cracking, loose, hanging or dislodged material, water leaks or stains, or upon occurrence of any of the events listed in the preceding paragraph.

30. Maintenance of Residence: All maintenance work orders and requests MUST be submitted online by the resident reporting the incident; the work order reporting system can be found on the Residence Life and First Year Experience or Facilities Management website. Verbal reports of work requests to University staff are NOT sufficient for reporting facility work requests. Residents must immediately report, via the online Facilities Work Order System, any facilities maintenance issues; residents will be held financially responsible for any damages, corrections, and/or replacement costs due to conditions attributed to the resident's actions, inactions, and/or failure to notify the Office of Residence Life and First Year Experience or Facilities of the preceding.

31. Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting certain pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees/residents must also receive a federally approved pamphlet on lead poisoning prevention. An electronic copy of that pamphlet can be accessed at: <http://www.epa.gov/lead/pubs/leadpdf.pdf>.

By reading and signing the Residence Living License Agreement, you have acknowledged that you have accessed, read, and understood the electronic version of this pamphlet. If you are assigned housing that requires the distribution of statutory notifications, you will also receive a copy of this pamphlet at the time of check-in.

32. Mold and Water Intrusion: Mold and mildew have gained increasing media attention in the last few years yet there is still no state or federal standards which address exposure limits. The primary reason for this is that molds are part of the natural environment and mold spores are commonly found indoors in the air and dust. However, mold spores cannot grow without the presence of water or moisture; it is when spores become wet for 24-48 hours that mold growth may occur and can potentially cause health problems, for those who may be sensitive, and damage to building materials. Therefore, it is imperative to maintain a clean living environment and eliminate sources of excessive moisture.

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- Residents must maintain a clean living environment by vacuuming frequently to remove dust and debris from carpet and hard surfaces; by mopping bathroom and kitchen floors; and frequently wiping and cleaning shower tile, fiberglass, and fixtures.
- Residents must clean any spills and thoroughly dry affected surface or material immediately and shall report any spills that are too large for the resident to contain.
- Residents shall report **immediately** to the Office of Residence Life and First Year Experience any water leak or pervasive moisture issue, including without limitation, plumbing leaks and overflows, air conditioning and roof leaks, or excessive condensation.
- Residents shall maintain their living environment in such a way as to minimize levels of high humidity by running exhaust fans while showering and as often as necessary; by closing windows during rain; by not covering exhaust vents or air conditioning supplies; and by covering approved fish tanks.
- Residents shall not tamper with bathroom exhaust fans and shall report **immediately** an exhaust fan that is inoperative.
- Residents will be held financially responsible for any damages, corrections, and/or replacement costs due to mold conditions attributed to the resident's actions, inactions, and/or failure to notify the Office of Residence Life and First Year Experience of the preceding.
- Residents may be relocated to temporary housing if an assignment must be renovated for moisture abatement.

33. Attorneys' Fees: If either party initiates or is named in any litigation concerning this RLLA, the residence, or the improvements in which the residence is located, then the losing party shall be liable to the prevailing party for reasonable attorneys' fees and court costs incurred in such litigation.

34. Time of the Essence: Time is of the essence with respect to the performance of each of the covenants and agreements contained in this RLLA.

35. Entire Contract: All prior agreements between the parties are incorporated into this RLLA which constitutes the entire contract. The terms of this RLLA are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or

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other proceeding, if any, involving this agreement. At all times the interpretation and enforcement of this RLLA will be governed solely by California law.

- 36. Severability:** If any provision of this RLLA shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as not to be illegal, invalid, or unenforceable, and such illegality, invalidity, or unenforceability shall have no effect upon and shall not impair the enforceability of any other provision of this RLLA.
- 37. Waiver.** The failure of University to enforce at any time any of the provisions of this RLLA shall in no way be construed as a waiver of such provisions, nor in any way act to affect the validity of this RLLA or any part thereof, or the right of University thereafter to enforce each and every such provision.
- 38. Incorporation.** All policies provided in the Student Handbook, Student Code of Conduct, Course Catalogue and other University Publications are incorporated by reference and available at the Office of Residence Life and First Year Experience for viewing.
- 39. Binding RLLA:** This RLLA is binding for the specified period or the remaining portion thereof. The indemnities, released and other obligations of resident hereunder shall survive termination or expiration of this RLLA until such time as all such obligations have been satisfied in full.

PLEASE NOTE THAT BY CLICKING "I AGREE" BELOW YOU HAVE AGREED TO THE TERMS AND CONDITIONS IN THE RESIDENCE LIVING LICENSE AGREEMENT (RLLA) AND WILL BE BOUND TO THIS 9 MONTH LEASE AGREEMENT (ACADEMIC YEAR 2016-2017) INCLUDING THE FINANCIAL OBLIGATIONS, LISTED IN THIS RLLA FOR THE ENTIRE TERM OF 9 MONTH LEASE.