



2018-2019

ACADEMIC YEAR CONTRACT

HOUSING CONTRACT

WOODBURY UNIVERSITY

**THIS IS A LEGAL AND BINDING DOCUMENT WITH
FINANCIAL OBLIGATIONS.**

PLEASE READ CAREFULLY BEFORE ACCEPTING.

This Contract is for the ACADEMIC YEAR, two semesters (fall semester and spring semester) or one semester if entering spring semester and is for a space, not a specific room. **Students under the age of 18 are required to have his/her parent, guardian, or other guarantor accepts this contract on his/her behalf.** The Student, and (if required), his or her parent, guardian, or other guarantor, are hereafter referred to collectively as the "Student".

ACCEPTING BY ELECTRONIC SIGNATURE THE STUDENT ACKNOWLEDGES THAT HE/SHE HAS READ AND AGREES TO THE FULL TERMS AND CONDITIONS OF THIS CONTRACT.

PLEASE NOTE: A total prepayment of \$450.00 (which includes a nonrefundable application fee) must be made when submitting the on-line application. The Student is urged to read carefully the contents of this Contract before ACCEPTING.

I. CONTRACT COMMITMENT

No term or condition of this Woodbury University Housing Contract can be waived and no statement made by Woodbury University or its agents is considered a waiver of any term or condition of the Contract, whether expressed or implied.

II. CONDITIONS AND TERMS OF THIS CONTRACT

A. ELIGIBILITY AND APPLICATION

Only undergraduate Students of Woodbury University who are registered for a minimum of twelve (12) credit hours and graduate Students who are registered for a minimum of three (3) credit hours shall be eligible for a housing space. Any student who withdraws or is involuntarily removed from school shall no longer be eligible for housing effective immediately upon withdrawal or removal and must move-out within twenty-four hours after withdrawal. Exceptions to these criteria may be made at the discretion of the Dean of Students, or their designee and will be in writing.

WOODBURY UNIVERSITY

founded in 1884

If admission to Woodbury University is denied or revoked, it is the responsibility of the Student to notify Woodbury University's Office of Residence Life in writing within ten (10) days of receipt of denial from Woodbury University. The Student must provide a copy of the denial letter from Woodbury University. Notifications submitted to other Woodbury University offices (i.e., Admission's Office, Registrar's Office, etc.) DO NOT comply with this requirement.

B. NOTIFICATION

Woodbury University Office of Residence Life will send notices/correspondence to a Woodbury University email account, provided to the Student as their official point of contact. The Student is responsible for checking and maintaining this account. It is the Student's responsibility to notify Woodbury University Registrar's Office of any change in their address.

C. The residence hall schedule of rates, all Woodbury University policies and procedures, Woodbury University Student Code of Conduct and the Woodbury University Residence Hall Community Living Standards are incorporated by reference herein and become part of this Contract.

Woodbury University reserves the right to make and enforce other rules and regulations as may be appropriate or necessary for the safety, care, educational environment, and cleanliness of the premises, and for securing the comfort and convenience of all residents.

D. Execution of this Contract does not guarantee that the Student will be assigned a space. A qualified Student for whom space is not available will be placed on a waiting list and notified of his/her status. This Contract is for the below named Student only. This contract is not transferable.

III. DURATION OF CONTRACT

A. FULL ACADEMIC YEAR - The effective beginning semester of this Contract is the first semester for which the Student indicates intent to occupy space. This contract begins the last Saturday before the first day of classes for the effective semester. This Contract terminates at the end of the Spring Semester on the last day of finals.

B. This Contract is entered into between the undersigned Student and Woodbury University for accommodations for the academic year.

C. The Student is liable for all applicable rates and fees for the entire length of this Contract regardless of occupancy.

D. Occupancy dates prior to or beyond the appointed contract dates, will incur a daily rate of \$50.00 per night in addition to any applicable improper check-out or damage fees.

IV. RATES / REFUNDS / CANCELLATIONS

A. PREPAID RENT – Payment of \$400.00 is due upon submission of the application and this Contract.

B. PAYMENTS - The Undersigned Student agrees to pay Woodbury University for academic year rates as listed on the official Woodbury University web-page (two semesters).

Payments for Fall and Spring semester rent is due at the Business Office according to the fee payment schedule. No waiver of late fees will be made.

The undersigned Student understands that failure to satisfy his/her financial obligations may result in penalties, including, but not limited to, suspension, the withholding of registration, and/or the refusal to issue transcripts or diploma.

The Student understands and agrees that he/she shall reimburse Woodbury University for any and all costs incurred by Woodbury University (or any entity acting on Woodbury University's behalf) in any action for collection of sums due hereunder, including, but not limited to, court costs, collection agency fees, attorney's fees, interest fees and any other related fees.

Failure of Woodbury University to enforce or pursue any of its rights hereunder shall not act as a waiver of that right or any other right to later exercise any right or enforce any remedy which it may have at law and/or equity.

Failure to provide electricity, hot and cold water, heat and/or air conditioning, internet service shall not be a reason for reduction, abatement, or withholding of rent or other payments legally due. No rent adjustment or other compensation shall be claimed by the Student for inconvenience or discomfort from the making of repairs, improvements to facilities, or temporary service outages, provided such occurrences are remediated within a reasonable amount of time and with minimal inconvenience to the Student.

B. CANCELLATION DATES - The date by which the Student's on-line or written notice of cancellation of this Contractual agreement must be received by Woodbury University Office of Residence Life to terminate this Contractual agreement is listed below.

THE CANCELLATION DEADLINE APPLIES TO THE SEMESTER THE CONTRACT IS TO BEGIN:

For Contracts beginning Fall Semester 2018

**WOODBURY
UNIVERSITY**
founded in 1884

CANCELLATIONS received before or on August 3, 2018 the Student will receive a refund of \$100.00.

CANCELLATIONS received August 4, 2018 through August 17, 2018 the student will not receive a refund.

A Student that **fails to cancel** this contract on / before the last Saturday prior to the first day of class is considered a “No-Show” responsible for the full rental amount for the entire length of this contract (two semesters) regardless of occupancy or enrollment in Woodbury University.

A Student that **cancel**s his/her contract on/after the starting date of the contract is responsible for the full rental amount for the entire length of this contract (two semesters) regardless of occupancy or enrollment in Woodbury University.

For Contracts beginning Spring Semester 2019

CANCELLATION received before or on January 7, 2019 the Student will receive a refund of \$100.00.

CANCELLATION after January 7, 2019 the Student will not receive a refund.

A Student that **fails to cancel** this contract on/before the last Saturday prior to the first day of class Spring Semester is considered a “No-Show” and is responsible for the full rental amount for the entire length of the contract regardless of occupancy or enrollment in Woodbury University.

A Student that **cancel**s his/her contract on/after the starting date of the contract is responsible for the full rental amount for the entire length of this contract regardless of occupancy or enrollment in Woodbury University.

V. CONTRACT TERMINATION BY STUDENT - BEFORE CONTRACT BEGINS

To terminate this Contract, the Student is required to submit notification via email to the Office of Residence Life.

Email must include name, that the Student is requesting to cancel, and the reason for canceling.

In event of an email cancellation, no confirmation of cancellation will be given unless requested.

If the Student prefers, a letter of cancellation can be sent via certified mail to: Woodbury University Office of Residence Life 7500 N. Glenoaks Blvd. Burbank, CA 91504. The postmark on the envelope sent by certified mail will be used as the date of official notification. Otherwise the date of receipt by the Office of Residence Life will govern.

Termination of this Contract before the last Saturday prior to the first day of class will result in the following refunds if proper notice of termination is received in the Woodbury University Office of Residence Life by the dates indicated in Section IV. C.

A. CONTRACT TERMINATION BY THE STUDENT - AFTER CONTRACT BEGINS

If terminating after the Contract begins, the Student is responsible for the full rental amount for the entire length of the contract. Prior to vacating housing by means of an official check-out (see section IX., B.) the Student must cancel the Contract via email (see section V.).

A Student desiring to terminate this Contract prior to the expiration of this Contract may, under certain conditions do so without full penalty, provided the proper documentation is submitted and approved only for reasons listed in Section A, below.

B. A Student withdrawing from Woodbury University Office of Residence Life for one of the following reasons will be charged a prorated amount based on days of occupancy determined by completing an official check-out as defined in section IX., B.: (1) Graduation, (2) Military, (3) Medical, (4) Study Abroad, or (5) Academic Dismissal.

- a. Graduation withdrawal requires written verification of graduation from the Registrar's Office. Graduation release is not when the Student has completed their thesis, dissertation and/or course work, but at the end of the semester in which the Student is requesting to be released, as noted on the Official School Calendar.
- b. Military withdrawal requires original military orders to be activated within the semester which the student is requesting cancellation and withdrawal from Woodbury University.
- c. Medical withdrawal requires signed recommendation and supporting documentation from licensed practicing physician. The supporting documentation must be submitted within 30 days from the occurrence date of the medical condition. **Woodbury University First Aid will review and make recommendations to the Director of Housing for all medical withdrawal requests. All medical withdrawal requests are unique. The types of situations that may warrant an approval of a Medical withdrawal include, but are not limited to, unexpected medical condition or change(s) to an existing medical condition. All requests for Medical withdrawals will be determined on a case by case basis.**
- d. For a Marriage release, the marriage must take place during the semester the Student is requesting the release. A marriage certificate must be submitted within 30 days of the marriage.
- e. Academic Dismissal is defined by Woodbury University Registrar's Office Rules and Regulations. The Student will be notified by their official Woodbury University email account of the Student's housing cancellation and if applicable, dates by which the official check-out must be completed by. Failure to complete the official check-out will result in a **daily** charge of \$50.00 being billed to the student's account.

The Office of Residence Life will make copies of the above requested original documents. If not in English a certified English translation is required. Woodbury University Office of Residence Life shall determine the sufficiency of the documentation presented. Otherwise, the Student will be responsible for the remainder of the Contract (rent and fees).

Woodbury University Office of Residence Life may terminate this Contract and take possession of any unit at any time for violation of the provisions contained herein or when it is in the best interest of Woodbury University Office of Residence Life, Woodbury University and/or the Student. **No refunds will be granted to the Student in cases where the termination of the Contract is based upon disciplinary actions. The Student will be liable for the full Contract rate (Academic Year).**

VI. CONTRACT TERMINATION BY WOODBURY UNIVERSITY OFFICE OF RESIDENCE LIFE

Woodbury University Office of Residence Life may terminate this Contract and serve the Student written notice to vacate the premises for the following reasons:

- A.** Failure to pay rent or any other housing charges when due will result in a **“HOLD”** being placed on the Student’s official transcript and will prevent subsequent registration at Woodbury University.
- B.** Noncompliance with the rules and regulations of this Contract; Federal, State, and local laws; or Woodbury University policies.
- C.** Damage from fire, smoke or other causes making the apartment uninhabitable.
- D.** Failure to respect the rights of others through the creation of loud noise, obnoxious odor or other sensory disturbance which interferes with the quiet and peaceful enjoyment of the residence hall environment. Loud noise will include, but not be limited to, excessive volume of radio, musical instruments, televisions, stereos, other amplified sound equipment, voices, gaming etc.
- E.** Behavior which, in Woodbury University’s sole discretion, has a negative impact on the living and learning environment of the residence halls.
- F.** Malicious destruction of the common area furnishings and/or Woodbury University property.
- G.** Refusal to comply with the direction of Woodbury University Staff, including Housing Staff acting in accordance with their duties and responsibilities.
- H.** False statements or misrepresentations by the Student made in connection with the application or this Contract.
- I.** Subleasing, and or sharing the apartment unit.
- J. EMERGENCY EXIT ONLY** Use of doors marked “Emergency Exit Only” for non-emergencies will result in a \$100.00 fine for each person identified. Any Student or Guest improperly using these exit doors may be removed from Woodbury University Housing and will be charged in the Student conduct process. These doors are to be used only in the case of emergency.
- K.** Student is dismissed or voluntarily withdraws from the Institution.
- L.** Admission or readmission is denied.

- M.** Housing eligibility, financial, and/or academic requirements are not met. Woodbury University Office of Residence Life may terminate this Contract and take possession of any unit at any time for violation of the provisions contained herein or when it is in the best interest of Woodbury University Office of Residence Life, Woodbury University and/or the Student. **No refunds will be granted to the Student in cases where the termination of the contract is based upon disciplinary actions. The student will be liable for the full Contract rate for the remainder of the Academic Year.** This contract ends on the last day of finals Spring semester of the academic year for which the Student is living in the residence hall/apartment, unless otherwise provided. In addition, or as an alternative to terminating the Contract, Woodbury University Office of Residence Life reserves the right to pursue the disciplinary procedures specified in all Woodbury University policies and procedures, the Woodbury University Student Code of Conduct and the Woodbury University Office of Residence Life Community Living Standards for violations therein. The Director of Housing has the sole option of canceling this Contract.

VII. ASSIGNMENT PROCESS

- A. ROOM/APARTMENT ASSIGNMENT** - Woodbury University Office of Residence Life assignments are made without regard to race, creed, color, or national origin. Assignment priority is based on the Room Selection Process if applicable, or date of receipt of the Woodbury University Office of Residence Life Application and the Contract along with the required deposit.
- B. ROOM/APARTMENT PREFERENCES** - Assignment to a preferred building, or room is contingent upon availability and is **NOT GUARANTEED**. ***If desired space is not available, the student will be assigned any available space. Contracts are not terminated if desired space or style is unavailable.*** Requests for roommates should be submitted simultaneously by both/all parties and is not guaranteed.
- C. CONSOLIDATION** - Woodbury University Office of Residence Life reserves the right to reassign students for the purpose of consolidation and to schedule unoccupied rooms for guests' usage throughout the year. Where there is a vacant space, it must be maintained in a manner by the occupant(s) that will allow a student to move in immediately. Woodbury University Office of Residence Life reserves the right to make temporary assignments and to assign or reassign accommodations for the benefit of Woodbury University, the Student, Woodbury University Office of Residence Life, or a living unit.

Woodbury University Office of Residence Life reserves the right to assign students to temporary housing, such as converted study rooms or triples, in the event regular spaces are not available.



D. ROOM/APARTMENT CHANGES - Room/apartment changes require written authorization from the Office of Residence Life. There is a charge of \$150.00 for any unauthorized room change. More than one room change in a given year will result in a room change fee of \$100 per instance.

VIII. ACCESS TO ROOM/APARTMENT

A. Woodbury University Office of Residence Life shall at all times during the term of this Contract retain legal ownership and ultimate possession and control of the Student's room and/or Woodbury University property assigned to such room. Woodbury University Office of Residence Life reserves the right to maintain and preserve the residence halls. The Student hereby agrees that Housing staff and Woodbury University Facilities personnel may enter the Student's room at any reasonable time for safety inspection, maintenance, cleaning, inventories, epidemic or emergency, to claim Woodbury University property, pest control, occupancy verification and/or general repair. The Student hereby authorizes Woodbury University Office of Residence Life personnel to allow access to the Student's room when access is requested by any law enforcement officer possessing a valid search or arrest warrant. Woodbury University Office of Residence Life reserves the right to remove and hold in storage any items deemed hazardous to the building or its occupants (i.e., explosives, firearms, propane, gas, alcohol, chemicals, open flame burning items, hunting bows, weapons, etc.).

B. OFFICIAL CHECK OUT - A Student is not officially checked out of the residence hall until all of the following occur: (1) The Student has removed all personal property from the premises (property deemed abandoned will be discarded at the expense of the Student); (2) the room has been cleaned by the Student; and (3) the proper check out records and keys have been returned to Woodbury University's Office of Residence Life Staff. Failure to meet the scheduled check out time or appointment will result in a \$100.00 minimum late check-out fee, with an additional \$50.00 per hour not to exceed \$250.00. The Student is liable for all housing charges, regardless of occupancy, until the day the Student properly checks out with an authorized official of Woodbury University Office of Residence Life. A transcript "Hold" will be placed against the Student who moves out of the residence halls or apartments prior to the completion of the terms of the Contract period. The "Hold" will remain in force until all terms and conditions of this Contract are met.

IX. INSURANCE RESPONSIBILITY

Woodbury University, its officers, employees or agents are not responsible for the loss, damage, or destruction of the Student's personal property. Although precautions are taken to maintain adequate security and maintenance, Woodbury University does not assume any legal obligation to pay for injury to persons (including death), or loss of or damage to items of personal property which occurs in its buildings or on its grounds, prior to, during, or subsequent to the term of this Contract.

The Student is strongly encouraged to purchase and maintain appropriate rental insurance, or confirm that their family homeowner's policy will cover such possible losses. If insurance coverage is desired, it is the Student's responsibility to acquire such coverage.

X. STUDENT RESPONSIBILITIES

Violations of any of the following provisions may result in fines, sanctions, probation, termination, suspension from Woodbury University Office of Residence Life, or any combination of the above.

A. DAMAGES – The Student is responsible for damages in the assigned residence hall or room, including the cost to repair or replace whether caused by The Student, or guest of The Student, or as collective liability in the event where the responsible person(s) remain anonymous.

- a. The Student is individually responsible for the cost of cleaning, replacement or repair of any breakage or damage within his or her room and surrounding area.
- b. The Student is jointly responsible for the cost of replacement or repair of any breakage or damage in the common areas within the assigned hall. Charges will be equally assessed as collective liability imposing a minimum charge of \$25.00 upon each member of the assigned room, hall, or apartment in which the Student resides.
- c. The Student is responsible for the condition of the room and all furnishings, which are assigned to themselves and to their roommate(s) and shall reimburse Woodbury University for all damages to or loss of these furnishings.
- d. Residents of a Residence Hall may also be charged the expense (a minimum of \$25.00) of the repair or replacement of any property

in public areas judged damaged where the responsible person(s) remains anonymous.

e. The Student is responsible for maintaining the cleanliness of his/her room. Charges for damages and/or cleaning shall be assessed against the Student's account which can result in a hold being placed on registration/graduation and /or the issuance of a transcript.

B. ALTERATIONS - No changes will be made in the residence hall by the Student without written permission from the Director of Residence Life. This includes, but is not limited to: shelves, partitions, clothes line, lofts, window coverings, wallpaper, painting, plumbing, electrical, heating, other structural changes or alterations to furniture, or the removal of Woodbury University furniture and its replacement with items owned by the Student.

C. Student shall not use or store in Student's room, storage area or common area any of the following:

- a. Firearms, ammunition, explosives (including firecrackers and fireworks), weapons, hunting bows, arrows, paint ball guns, pellet or BB guns, knives, martial art equipment, hazardous chemicals, gasoline driven vehicles of any kind, vehicle parts, heavy repair equipment or accessories to any vehicle or engine parts
- b. Electrical items other than clocks, radios, stereo equipment, televisions, computers, or other low-wattage appliances. A total of one of each of the following may be allowed in each resident's room: One microwave oven (rated less than 700 watts), one single-serve coffee machine, one Mini- refrigerators (must be 3.0 cubic feet or smaller, 1.5 amps or smaller rating, Energy Star Qualified).
- c. Exterior television or radio antennas or satellite dishes
- d. Waterbeds or water-filled furniture
- e. Motorcycles of any type
- f. Neon signs
- g. Open flame-burning or coiled items/hot plates
- h. Halogen-torchiere lamps
- i. Kerosene heaters
- j. Heat lamps

**WOODBURY
UNIVERSITY**
founded in 1884

- D.** The Student's room shall not be used for commercial, solicitation or other business purposes.
- E.** The Student's room shall not be sublet; this is cause for immediate eviction.
- F.** The Student is responsible for cleaning his or her room, removing waste materials regularly, and maintaining reasonable sanitation and safety standards. Rooms are subject to regularly scheduled inspections. Failure to maintain rooms in a safe and sanitary condition is grounds for termination of the Contract.
- G.** The Student is prohibited from tampering with any Woodbury University locks, or installing new or additional locks or deadbolts. The Student shall not alter or duplicate any residence hall, or exterior door keys. Any Student in possession of any duplicated keys will be charged for re-keying the room, or exterior doors and may face criminal charges.
- H.** The Student is prohibited from loaning or allowing another person(s) the use of their keys or ID card to gain access to a residence hall for which they are not authorized.
- I.** Woodbury University Housing policies do not permit gambling, alcohol, or illegal drugs.
- J.** The Student is prohibited from having any animals on any type, except for certified assistant or emotional support animals as determined in accordance with the Woodbury University ADA policy, in the residence halls or adjacent grounds with the sole exception of harmless aquatic fish in aquariums of 10 gallons or less. Pets are prohibited in or around the Residence Halls. This also applies to visiting pets.
- K.** The Student is prohibited from having any animals of any type, **except for certified assistant or emotional support animals as** determined in accordance with the Woodbury University ADA policy, in the residence halls or adjacent grounds with the sole exception of harmless aquatic fish in aquariums of 10 gallons or less. Pets are prohibited in or around the Residence Halls. This also applies to visiting pets.
- L.** The Student is responsible at all times for all activities in his or her assigned room in accordance with this Contract, Woodbury University and Housing policies, and applicable federal, state, and local laws.
- M.** The Student shall not threaten, disturb, harass, or interfere with any Woodbury University staff in performance of their duties and responsibilities.
- N.** No Student or guest may tamper with any fire equipment, i.e., pull alarms, hoses, fire extinguishers, heat sensors, smoke detectors (including batteries), sprinkler heads, etc. Intentional violation of the above will result in a fine and/or

notification to Student Affairs and/or local law enforcement agencies for possible criminal charges.

O. Furniture or plants from common areas, lounges and study areas are not allowed in the Student's room or apartment.

XI. STUDENT NONCOMPLIANCE - In the event the Student fails to comply with any of the Terms and Conditions of this Contract, Woodbury University Office of Residence Life may take the following actions against the Student:

- A.** Cancel this agreement without notice.
- B.** Serve notice to vacate the premises pursuant to applicable Woodbury University policies and state laws.
- C.** Take action to recover the cost of damage caused by the Student and/or his or her guest(s) (invited or otherwise).
- D.** Utilize any and all remedies, including equitable and legal, judicial and/or administrative relief, which are available.
- E.** Failure to initiate actions on one or more breach(es) will not constitute a waiver, and initiation of any one remedy will not constitute an election of remedies barring the use of other or cumulative remedies.

XII. OVERNIGHT GUEST(S)

Guests are welcome to stay in the residence halls for a period of up to three consecutive nights, with a maximum of ten nights per Semester, provided all of the following conditions are met: a) Space is available; b) Student extending invitation is present during the guest's stay at all times; c) Overnight guests are acceptable to all roommates, since a Student's right to occupy his/her room without the presence of an overnight guest shall take precedence over the right of a roommate to host an overnight guest; d) The Student assumes responsibility for all the guests' actions, damages and violation of rules; e) Guests must adhere to all federal, state and local laws, and Woodbury University and the Office of Residence Life policies; f) Use of community bathrooms including shared bath areas in suites by members of the opposite sex is prohibited; g) Student notifies hall staff of overnight guest; h) Overnight cohabitation is prohibited. Guests will be subject to immediate eviction if their behavior is deemed inappropriate.

XIII. FOOD SERVICE

The Student hereby acknowledges and agrees to participate in the meal plan during the entire term of this Contract. The Student shall select a meal plan through the housing selection process. In the event that a plan is not selected the Student agrees to be automatically assigned a meal plan at the discretion of the Office of Residence Life.

A. No refunds are made for missed meals. Meal plans are non-transferable. Students shall not be entitled to any refund for unused meals. Meal plan payments are due and payable according to the same schedule as each semester's rent payment. The Student is financially responsible for the meal plan charges.

XIV. MODIFICATION/COLLECTION EXPENSES

The Student will pay the charges for the residence hall on or before the dates specified in the schedule of rates. Woodbury University Office of Residence Life reserves the right to increase room rates upon 30 days' written notice to the Student. Any collection costs incurred by Woodbury University Office of Residence Life in closing Student's account will be assessed to the Student and will become part of the Student's total financial obligation to Woodbury University. **If the Student's account is not satisfied within four weeks of the end of the semester, the Student's account will be sent to Collections.**

XV. WOODBURY UNIVERSITY STANDARDS

Woodbury University Office of Residence Life reserves the right to refuse housing to any Student who has demonstrated an unwillingness to abide by Woodbury University or the Office of Residence Life standards, policies and regulations, or who demonstrates behavior which is incompatible with the maintenance of order and propriety to an educational environment or the health and welfare of Students in Woodbury University housing.

Woodbury University Office of Residence Life may terminate this Contract and take possession, within 24 hours of termination, of any living unit at any time for violation of any of the provisions of this Contract.



Personal property will be removed, inventoried, and stored up to 30 days. If the Student fails to claim or take possession thereof, it will be deemed abandoned and may be donated to a local charity. Woodbury University Office of Residence Life bears no liability for damage to property involuntarily removed, where the Student refuses to take control.

XVI. COSTS/FEEES

The Student agrees to pay all damages, expenses, court costs and reasonable attorneys' fees, whether or not court proceedings are necessary, that may be incurred in enforcement of Woodbury University Office of Residence Life's rights under this Contract.

XVII. MENINGITIS- INFORMATION

Meningitis is an infection of the fluid of a person's spinal cord and brain. The two major types are viral and bacterial.

Meningococcal disease is a contagious, but largely preventable infection of the spinal cord fluid and the fluid that surrounds the brain. Meningococcal disease is a serious condition that can lead to death within only a few hours of onset; one in ten cases is fatal, and one in seven survivors of the disease is left with severe disabilities, such as the loss of a limb, mental retardation, paralysis, deafness or seizures. Scientific evidence suggests that college students living in dormitory facilities are at a moderately increased risk of contracting meningococcal disease and immunization against meningococcal disease will decrease the risk of the disease. Therefore, by electronic signature, the Student acknowledges that he/she has received the information about meningococcal disease and is aware of the Woodbury University immunization requirements.

XVIII. RESIDENCE LIFE PROGRAMS ASSUMPTION OF RISK

Many programs, activities and workshops may involve risks of injury, property damage and other dangers associated with participation in such activities.

Dangers peculiar to such activities include, but are not limited to:

Hypothermia, broken bones, strains, sprains, bruises, drowning, concussion, heart attack and heat exhaustion. If the Student chooses to participate in any **Residence Life Program**, he/she understands and realizes that there are inherent risks, hazards and dangers involved including the training, preparation for, and travel to and from such activities. It is the responsibility of each participant to engage only in those activities and programs for which he/she has the prerequisite skills, qualifications, preparation and training. Woodbury University does not warrant or guarantee in any respect the competency or mental or physical condition of any trip leader, vehicle driver, instructor, or individual participant in any athletic, recreational, adventure program or workshop. By choosing to participate in programs and activities sponsored by Residence Life, the Student understands and accept the risks and damages associated with said participation.

CONTRACT ACCEPTANCE

The Student or if under 18, his/her parent, guardian, or other guarantor, has read and understands the terms and conditions of this Contractual Agreement. This agreement obligates the Student to reside in the residence halls for the entire academic year or remainder thereof, as applicable.