

# WOODBURY UNIVERSITY

## 2012-2013 STUDENT HOUSING LICENSE AGREEMENT

### I. Agreement

This Agreement sets forth the terms and conditions of a revocable personal non-exclusive license for the entire 2012-2013 academic school year by and between Woodbury University, hereinafter referred to as "University" and the above named student, hereinafter referred to as "Student", pursuant to which University grants Student permission to use an assigned residential living space (a "Room") in University housing facilities, or any other housing facility that is contracted by University for student housing purposes.

- a. To be eligible to live in University housing facilities, an undergraduate student must maintain twelve (12) credits per semester. Graduate students must maintain three (3) credits per semester.
- b. University reserves the right to change room assignments, consolidate rooms and/or restrict access to University housing facilities, in the interest of community development, discipline, and occupancy needs and/or for the general welfare of Student or University as determined by University in its sole discretion.
- c. A Check-out Fee of \$100.00 may be imposed on Student in the event Student does not follow appropriate check-out procedures as outlined in Student Handbook or as posted from time to time by University.
- d. A Vacate Fee of \$100.00 per day may be imposed on Student in the event Student does not follow appropriate vacating procedures as outlined in Student Handbook or as posted from time to time by University.
- e. Student understands that this Agreement grants Student a revocable personal non-assignable non-exclusive license for possession of a Room assigned by University, which license does not, nor is it intended to, create a landlord-tenant relationship. In the event that this Agreement is cancelled or terminated by University for any reason, Student shall have no right to occupy the Room. In such event, Student shall immediately vacate the Room in accordance with University policies and procedures.
- f. This Agreement is contingent upon University's receipt and approval of Student's medical and immunization records.
- g. This Agreement is contingent upon Student at all times being in good financial standing with the Business Office of University.
- h. University has no responsibility or liability to Student for any loss, damage or expense resulting from University's failure to perform any terms or conditions of this Agreement due to any circumstance beyond University's control.

### II. Enhancement of Educational Experience

University Housing Facilities shall be operated by University in such manner as University deems necessary and appropriate in University's sole discretion to enhance Student's educational experience at Woodbury University. Student recognizes the importance of and agrees to maintain University Housing Facilities in such condition so as to be conducive for fellow students to study, live, and sleep. Student shall not act, or allow his or her guests or visitors to act, in such manner as to unreasonably disturb this environment.

### III. Assignments and Housing Fees

University, by the license granted herein, does not guarantee Student's use of specific rooms, halls and/or roommate assignments. Student shall pay the housing charges to University for the specific room he or she is assigned at the rates set forth below:

<u>North Hall:</u>	<u>South Hall:</u>
Triple at \$5644 per year	Quad at \$5,644 per year
Double at \$6200 per year	Double at \$7,316 per year
Single at \$8,430 per year	Single at \$8,430 per year

*All rates are subject to change and approval by the Board of Trustees.*

Student has deposited with University the sum of a \$250.00 deposit as security for the full performance by Student of all the terms, covenants and conditions of this Agreement.

### IV. Meal Plan

As a condition to the license granted hereby, Students living in Residence Halls shall enter into a separate meal plan agreement under which meals shall be provided by University. All Students who are assigned a Room in a Residence Hall are required to select one of the Meal Plans and shall pay for meal charges pursuant to the terms of the selected Meal Plan Agreement. Students living in other housing facilities may, but are not required, to purchase a meal plan. Student shall have the one time right to apply for a modification of his/her selected Meal Plan, without charge, during the first week of each semester. Student's termination of his/her meal plan agreement after the first week of the semester but prior to the end of the second week of the semester will result in a food service charge of 15% of his/her total semester meal plan charge plus a prorated charge for meals served through date of termination. Students who terminate the meal plan agreement on or after the end of the second week of the semester will be responsible for the total semester meal plan charge.

### V. Agreement Period

The revocable non-exclusive license granted to Student to use a Room shall be for University's entire academic year, excluding for those Students assigned a Room in a Residence Hall, those periods that the Residence Halls are closed and/or classes are not in session. Student may not use or occupy a Room, whether in a Residence Hall or other University Housing Facilities, prior to the commencement of University academic year without the prior written approval of University. The use and occupancy of the Rooms within the Residence Halls shall be on the following schedule:

#### Fall Semester:

- Students attending Thursday, August 23, 2012 SOAR (New Out of State /International students only) may move into rooms starting at 12noon on Monday, August 20, 2012.
- Residence Halls open for New Students at 12 Noon on Friday, August 24, 2012.
- Residence Halls open for Returning Students at 12 noon on Saturday, August 25, 2012.
- Residence Halls close at 12:00 Noon on Saturday, December 15, 2012.

#### Spring Semester:

- Residence Halls open at 12:00 Noon on Sunday, January 13, 2013.
- Residence Halls close at 12:00 Noon on Saturday, May 4, 2013.

Should Student, without the consent of the University, not occupy his/her room within forty-eight (48) hours of the commencement of the academic year, University reserves the right to terminate this Agreement. It is Student's responsibility to contact University's Office of Residential Communities prior to any contemplated late arrival to request a waiver of University's termination rights.

University shall have the right and option to terminate this Agreement and revoke Student's license to occupy his or her Room prior to the end of the academic school year, upon the occurrence of any of the following:

- (a) Student's breach of any term or condition in this Agreement or of the rules and policies which are incorporated herein, including but not limited to Student's failure to pay any Housing Charge when due; or
- (b) Student's violation of any laws or ordinance in connection with Student's use of the Residence Hall or use and occupancy of his or her Room, Student's commission of waste or a nuisance, or unreasonable annoyance of any other student, as determined by University in its sole discretion.

In the event this Agreement is terminated by Student or is terminated or revoked by University as a result of a default by Student as set forth above, Student will pay the following termination Housing Charges: (i) no charge if the termination occurs on or before the first week of the semester; (ii) 15% of the total semester Housing Charge, plus prorated weekly Housing Charge through the date of termination, if the termination occurs after the first week of the semester and on or before the end of the second week of the semester, and (iii) the total semester Housing Charge, if the termination occurs after the end of the second week of the semester. Students who cancel their License Agreement after July 29, 2011 will forfeit their housing deposit. IF UNIVERSITY TERMINATES THIS AGREEMENT FOR ANY OF THE REASONS SET FORTH ABOVE, SUBJECT TO ANY APPLICABLE PROVISIONS IN THE AGREEMENT BELOW, ANY UNUSED PORTION OF THE HOUSING CHARGE SHALL BE DEEMED FORFEITED BY STUDENT AND SHALL BE DEEMED LIQUIDATED DAMAGES OWED TO UNIVERSITY AS A RESULT OF STUDENT'S BREACH OF THIS AGREEMENT. STUDENT AGREES THAT FORFEITURE OF THE UNUSED HOUSING CHARGE IS REASONABLE BECAUSE DURING THE TERM IT MAY BE DIFFICULT FOR UNIVERSITY TO LOCATE ANOTHER STUDENT WILLING TO OCCUPY STUDENT'S ROOM, AND IT IS THEREFORE IMPRACTICAL OR EXTREMELY DIFFICULT TO DETERMINE UNIVERSITY'S ACTUAL DAMAGES UPON STUDENT'S BREACH OF THIS AGREEMENT.

#### VI. Duration of License:

In the event Student withdraws from University mid-year, Student shall vacate the Room within twenty-four (24) hours of withdrawal. At the end of the academic year (Spring semester), Student shall vacate the Room within forty-eight (48) hours of completion of his final examination. A Student requesting an extension of the foregoing vacating deadlines must get prior written approval from University's Office of Residential Communities prior to expiration of such deadline. Notwithstanding the preceding provisions of this paragraph, Graduates, summer residents, and international students who provide proof of exemption satisfactory to University's Office of Residential Communities prior to the expiration of the academic year shall be exempt from the requirement that they vacate the Room at the expiration of the academic year (Spring semester).

University reserves the right, exercisable in University's sole discretion, to release Student from his or her obligations under this Agreement and waive Student's obligations to pay the termination Housing Charges described in Article V (except for the cancellation fee provided below) if this Agreement is terminated for the following reasons:

- a. Academic disqualification;
- b. Financial disqualification (as verified by the Financial Aid/Business Office)
- c. Graduation;
- d. Marriage;
- e. Pregnancy.

To be eligible to be considered by University for such waiver, Students must fill out the Petition for Cancellation of Student Housing License Agreement and Meal Plan Agreement form in order for University to evaluate whether to release Student from his/her financial obligations under the Housing License Agreement and/or Meal Plan Agreement. Approved releases from this Agreement for the reasons stated above will subject Student to a \$500.00 cancellation fee. Withdrawals taking place without University's approval will subject Student to payment of the Housing Charges due under this License Agreement in accordance with the provisions of Article V. University's termination of the revocable license granted herein as a result of Student's default of any of his/her obligations under this Agreement shall not be deemed to relieve Student from his/her payment obligations, except as set forth above or in Article V.

#### VII. Indemnification

Student shall indemnify, defend and hold harmless University and its trustees, officers, agents and employees from any and all liability, claims, judgments, loss, damages or expenses, including attorney's fees and costs arising by reason of injury, loss or damage to persons or property from any cause whatsoever, except to the extent such personal injury or property damage arises out of the sole gross negligence or intentional misconduct of University or its officers or employees. University assumes no responsibility for and is not liable for any loss or damage to Student's personal property. University recommends that Student purchase outside insurance to protect Student against loss, damage or theft of Student's personal property.

#### VIII. Maintenance and Housekeeping of Premises

- a. University shall provide Student with furnishings in the condition noted on the Room Condition Report. Student agrees to give reasonable care to his/her occupied Room and common area and its furnishings and to make payment for any damage or loss promptly upon demand by University. Student is responsible for keeping doors to their Room locked at all times and keeping the shades drawn in the evening. Student shall vacate the Room in good order and repair, normal and reasonable wear and tear accepted. In the event Student fails to leave the Room in good order and repair, Student shall pay University's incurred costs for returning the Room and common area to a condition of good order and repair. Additional charges shall be assessed to Student for extra cleaning or repairs.
- b. Student shall make no alteration to the Room without written permission from University's Office of Residential Communities, which it may withhold in its sole and absolute discretion. Alterations and improvements which require University's permission include, but are not limited to, the following: painting, wallpapering or other changes to the walls or ceilings, removing closet doors or window screens, installing shelves or flooring, installing deadbolt locks and making any changes or modifications to the existing furniture. Any approved alterations and improvements shall, at University's election, become the property of University, and shall not be removed upon the expiration of the Term. If Student makes any unauthorized alterations or improvements, University shall have

the right and option to require Student to return Student's Room to its prior condition, at no cost to University, or University may do so at Student's expense.

- c. Student shall comply with security and fire safety measures promulgated by University.
- d. Student shall be jointly responsible with other students for protection of the common area furnishings, equipment and physical plant. For Students residing in Residence Halls, damage or loss of common area furnishings or equipment shall be financially divided among all occupants (unless the responsible person is identified). Student is required to notify University immediately upon notice of damages in or about the Residence Halls.
- e. Mold occurs naturally in the environment, and there currently exist no federal or state standards for permissible levels of mold. Student shall take steps to control the growth of mold and mildew by keeping the Room clean and well ventilated, particularly when showering, bathing, or washing dishes or clothes. Student shall notify University immediately upon notice of the existence of water leakage or overflow in or about the premises.

IX. Destruction or Unavailability

In the event that Room is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time of this Agreement is made, Student shall be entitled to a weekly-based, pro rated refund of any fees applicable to periods after Student is required to vacate, provided University shall not be liable for costs associated with moves to other Rooms in a different residential community. Such conditions include but are not limited to damage caused by floods, landslides, fire, earthquake, other natural disasters and vandalism; civil disorder; compliance with state or federal law; unanticipated interruption of basic services; a drop in the rate of cancellations not reasonable foreseen by University, provided if such drop results in an overbooking of available student housing facilities University will use reasonable good faith efforts to assist Student with alternative housing options (including off-campus options).

X. Right of Entry

University and its authorized agents and employees may enter Student's Room at any time (1) with advance notice to make necessary or desirable inspections (which shall occur on a regular basis) and for maintenance and repairs and (2) with or without notice for security of Student and other students, for health, safety and emergency purposes, for administrative necessity and to investigate when a reason to suspect that a violation of University policies may be occurring. **THUS, THE DEAN OF STUDENTS AND THE DEAN'S DESIGNEES HAVE THE RIGHT TO ENTER A STUDENT'S ROOM AT ANY TIME WITHOUT ADVANCE NOTICE WHEN THE DEAN OR THE DEAN'S DESIGNEES HAVE A REASON TO SUSPECT THAT ILLEGAL SUBSTANCES, WEAPONS, AMMUNITION, EXPLOSIVES, FIREWORKS, FLAMMABLE MATERIALS AND OTHER CONTRABAND MAY BE IN THE ROOM.**

XI. Room Search Policy

Student acknowledges and agrees that University has the right to inspect all Rooms for purposes of maintenance, safety or health or when University, in its sole discretion, determines that a federal, state or local law or University policy may be violated.

XII. Insurance

- a. During the period of this Agreement, Student shall have health insurance, on either an individual or group basis.
- b. Student acknowledges that University has no insurance to cover the personal or property damage of Student regardless of fault. Therefore, University recommends that Student obtain insurance, such as personal fire and renter's insurance.

XIII. Acknowledgement of Agreement

Student acknowledges that this Agreement constitutes a revocable non-exclusive license agreement and not a lease. Subject to terms of this Agreement the privilege conferred on Student is personal to him/her, non-assignable and subject to termination, revocation or relocation at University's sole discretion. This license agreement confers a non-exclusive privilege to occupy an assigned room in University's residential housing facilities, or any Housing Facility contracted for by University, in conjunction with other students as designated by University. University may relocate or reassign a Student to a different room or rooms or housing facility at its sole discretion. Student may change Rooms only with University's written approval, which may be granted or withheld in University's sole discretion.

XIV. Rules and Regulations

Student shall obey and comply with all rules and regulations of University as stated in Student Handbook and any other publication produced by University including but not limited to the Code of Student Conduct and Residence Hall Community Living Standards.

- XV. This Agreement (including University's incorporated rules and policies), together with any Off-Campus Housing Addendum attached hereto, represents the entire agreement and understanding between the parties concerning Student's right to use the Residence Hall, any other Housing Facility and the Rooms., All other agreements of any nature, oral or written, express or implied, are superseded by this Agreement.

XVI. Non-Discrimination Policy.

University is committed to a philosophy of nondiscrimination to provide available housing accommodations to all eligible applicants regardless of sex, race, national origin, or sexual orientation. University is in compliance with the Americans with Disabilities Act of 1990. It is Student's responsibility to inform University of any special needs.

By clicking here, I have read, understand and agree to abide by and be legally bound to the terms and conditions of this Agreement. I understand that my housing assignment is based on current space available on the date I sign this Agreement. A copy of this Agreement is available at any time in the Office of Residential Communities. I understand that if I currently have a housing deposit, it will automatically be transferred to this Agreement.

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