

STUDENT HOUSING 2024-2025 HOUSING AGREEMENT – TERMS and CONDITIONS



STUDENT HOUSING

These Terms and Conditions are, by reference, incorporated into the Student Housing Agreement, hereafter referred to as the “Housing Agreement”. It is understood that this Housing Agreement is between the SOUTHERN CALIFORNIA UNIVERSITY OF HEALTH SCIENCES (“THE UNIVERSITY”) and the individual STUDENT (“STUDENT”) who has signed this Housing Agreement and that both parties enter into this Housing Agreement upon the following Terms and Conditions. This Housing Agreement entitles the STUDENT to the use of the apartment/PREMISES only in such manner as set forth herein and/or in the Student Housing Policies document.

TERM: STUDENT agrees to occupy the apartment unit of this Housing Agreement for the period beginning August 28, 2024 and ending on August 28, 2025.

Master Lease. The PREMISES are owned by BRE-FMCA, LLC a Delaware limited liability company dba Pinnacle at Fullerton (“Master Landlord”), which has engaged National Corporate Housing (“National”) to lease the PREMISES to the UNIVERSITY under (i) a Master Lease Agreement dated _____, 2024, (ii) a related Confirmation Agreement and (iii) a Lease Agreement dated July ____, 2024 (collectively, the “Master Lease Documents”). The UNIVERSITY subleases the PREMISES to the STUDENT under this Housing Agreement for the term noted in Part __ herein. A summary of relevant provisions of the Master Lease Documents is attached hereto as Exhibit “A” and is incorporated into this Housing Agreement by reference. If any inconsistency exists between Exhibit “A” and this Housing Agreement, the terms of Exhibit “A” shall prevail.

PAYMENTS

The sum to be paid for PREMISES is \$1,868 a month. STUDENT hereby agrees to pay THE UNIVERSITY Student Accounts. In addition, legal action may be taken to terminate this Housing Agreement. In the event of cancellation, expiration, or termination of this Housing Agreement, remaining unpaid housing charges may become subject to further debt recovery or collection efforts that may occur through the California Franchise Tax Board or private collection agency.

The payment for the initial period, as stipulated in this Housing Agreement, shall be made upon execution of this Housing Agreement or no later than one (1) business day prior to the commencement date of this Housing Agreement. If the STUDENT receives notification via the SCU campus Student Billing System regarding unpaid fees assessed to their housing account and believes the charges were made in error, the STUDENT may contest the charges in writing within 30 days of the transaction date. Failure to contest the charges within said time period shall constitute a waiver of any claim the STUDENT may have. If the STUDENT receives written notification regarding unpaid fees assessed to their housing account after the STUDENT is no longer enrolled at SCU and believes the charges were made in error, the STUDENT may contest the charges in writing within 30 days of notification. Failure to contest the charges within said time period shall constitute a waiver of any claim the STUDENT may have. Housing rates may be changed at any time provided that written notice is given to the STUDENT thirty (30) days in advance. Annual rate adjustments become effective July 1st of each year.

Billing and Due Dates:

Housing charges (“Housing Fee”) will be billed once per term to a student’s account alongside term tuition and fees. Standard payment deadlines, as detailed in the current academic catalog, apply to all account charges, including housing.

- Payment is made in full by Friday of the second week of the term for certificate and degree students enrolled in a 12, 15, 16, or 17 week term.
- Payment is made in full by Friday of the first week of the block or term for certificate and degree students enrolled in a 5 or 7.5 week block.
- Students relying on payment plans must enroll by Friday of the first or second week of the block or term (certificate or degree students) based on the length of block or term as noted above. To be accepted by the Office of Student Accounts, a student must have completed the required payment plan process online via mySCU, the University’s intranet.
- Students relying on Veteran’s Administration funds (excluding vocational rehabilitation) have been approved by the Office of Financial Aid by the end of business on the Friday of the second week of the block or term. To be approved by the Office of Financial Aid, all requested documentation necessary to check benefit eligibility and certify benefits must be received by this day. Approval may be granted even if funds are delayed by the agency.
- Students relying on Vocational Rehabilitation or other third-party providers funds have been approved by the Office of Student Accounts by the end of business on the Friday of the second week of the block or term. Students relying on Vocational Rehabilitation funds to take Accelerated Sciences courses must be approved by the Office of Student Accounts by the end of the first day of each block. Approval may be granted even if funds are delayed by the agency.
- Students relying on both federal financial aid (grants and/or loans) or private loans and a payment plan (for any tuition and fees (not covered by loans) must be accepted by the Office of Student Accounts and by the Office of Financial Aid by the end of business on the Friday of the second week of the block or term (certificate and degree students).

UTILITIES

The UNIVERSITY provides gas, water, sewage, trash removal, and Internet for the PREMISES, the cost of which is included in the assessed monthly housing charges. The STUDENT agrees to use reasonable means and methods to conserve the use of utilities provided by the UNIVERSITY. The STUDENT is responsible for contacting and arranging for utilities not provided by THE UNIVERSITY. If the STUDENT desires to have a wired/landline telephone service, they must contact and arrange for telephone utility service at STUDENT’S own cost and expense. STUDENT is responsible for all telephone repairs associated with the actual telephone and wiring from the phone to the jack. Alterations or additions to existing telephone wiring and jacks requires advance, written approval from the UNIVERSITY. STUDENT shall report all service problems directly to the local phone service provider.

SECURITY DEPOSIT

STUDENT will deposit with the UNIVERSITY the sum of two-hundred fifty dollars (\$250.00) as a security deposit on or before execution of this Housing Agreement, to be retained by the UNIVERSITY until STUDENT'S occupancy terminates. The deposit is then refundable, subject to deductions for the cost of replacing lost or damaged fixtures, the cost of repairing and cleaning the unit and/or furnishings which have been damaged or soiled beyond reasonable wear and tear, for accrued and unpaid housing charges, removal of items left in the apartment at move out (in accordance with applicable law pertaining to notice and disposal of property) and any other reason allowed by law. The UNIVERSITY has sole discretion in determining the amount of damages charged to STUDENT for repairs and cleaning, provided however, said charges will not exceed actual costs of said repairs and/or cleaning. In the event such costs exceed the amount of the deposit, STUDENT shall pay such additional amounts as may be required to cover the excess and costs of the collection, including attorney's fees.

ELIGIBILITY

A. STUDENT: To be eligible to live in Student Housing, STUDENT must be:

- 1) a part-time regularly enrolled Southern California University of Health Science (SCU) student (i.e. a student enrolled in a degree program)
- 2) 18 years of age or older.
- 3) In good academic, conduct and financial standing with SCU
Eligibility will be verified each term.

HOUSING AGREEMENT RENEWAL

Renewal of this agreement by the UNIVERSITY is not guaranteed. Eligibility for renewal is contingent upon evidence of continuing status as a regularly enrolled full-time student for the forthcoming academic year and satisfactory payment and conduct history. No later than 60 days prior to the expiration date of this Housing Agreement, STUDENT must submit a written request to renew the Housing Agreement and verify eligibility for continued residency. If STUDENT is approved for Housing Agreement renewal, STUDENT must execute a new Housing Agreement no later than the date stipulated by the UNIVERSITY. Failure to execute a new Housing Agreement shall be deemed evidence of intent not to renew.

ASSIGNMENT and SUBLETTING

The right of occupancy granted by this agreement is not transferable by STUDENT. In the case of single students, STUDENT shall not permit persons other than those under a Housing Agreement with the UNIVERSITY to occupy the apartment. If STUDENT violates this provision, they shall be subject to immediate eviction. STUDENT agrees that by signing this agreement and for the sole purpose of facilitating assignments for single student apartments, STUDENT expressly waives their rights under the Family Educational Rights and Privacy Act (FERPA) and allows the limited disclosure of certain of the STUDENT'S directory information (specifically name, telephone, and e-mail address.) Information regarding "Policies Applying to

ROOM KEY/FOB

The undersigned student agrees that upon check in, he/she becomes responsible and liable for the room key/fob. It is the student's responsibility to obtain and keep possession of the room key/fob. If the key is lost or stolen, the Student understands that he/she will be charged applicable key replacement and/or lock change fees for each time a new key/fob is issued and/or locks are changed. The Student understands that he/she is responsible for turning in the key/fob at the time of check out, and if fails to do so, key/fob replacement and/or lock change charges will apply.

Re-Assignment

The UNIVERSITY, at its sole discretion, may assign other students to student apartments and may assign or re-assign any students to any apartment. The UNIVERSITY specifically reserves the right to require STUDENT to move to another apartment at its sole discretion. Such re-assignment may be on a temporary or permanent basis. STUDENT acknowledges and agrees UNIVERSITY shall not be obligated or liable to provide any recompense or compensation for loss of STUDENT'S time in dealing with a displacement (temporary or permanent) nor retribution for discomfort. STUDENT shall not sublet the premises or assign any of their rights pursuant to this Housing Agreement without prior written approval from the UNIVERSITY, which shall be granted at its sole and absolute discretion. In the event STUDENT receives prior written approval from the UNIVERSITY to sublet the premises or assign any of their rights pursuant to this Housing Agreement, STUDENT remains liable for all damage to and necessary cleaning of the premises resulting from subletting the premises or assigning any of their rights pursuant to this Housing Agreement.

HOUSING AGREEMENT TERMINATION

STUDENT will be granted a release from this Housing Agreement in the event of graduation or student-initiated withdrawal from UNIVERSITY, academic dismissal, or conduct-related dismissal, provided STUDENT submits to the UNIVERSITY written notification requesting release from the Housing Agreement, along with appropriate documentation from the UNIVERSITY pertaining to the above-mentioned graduation, withdrawal, or dismissal. In the event of academic dismissal or conduct-related dismissal, STUDENT should submit written notification requesting release from the Housing Agreement promptly after receiving notification of academic or conduct-related dismissal. Failure to do so may result in the UNIVERSITY serving the STUDENT a 3 Day Notice to due to STUDENT'S breach of this Housing Agreement by no longer being an enrolled full-time student. In the event of graduation or student-initiated withdrawal from UNIVERSITY, written notification must be submitted at least 45 days prior to requested termination date. In the event of graduation, non-enrollment due to course completion, academic or conduct dismissal or withdrawal, STUDENT shall remain liable for the payment of the assessed housing charges through the Housing Agreement expiration date of August 28, 2025, unless the UNIVERSITY has transferred the legal right of occupancy to the apartment granted by this Housing Agreement to another student.

Requests for release from this Housing Agreement for reasons other than those mentioned above are subject to administrative review, considered on a case-by-case basis, and granted only in extraordinary circumstances. Within seven (7) business days of receipt of said request and documentation, the UNIVERSITY will provide a written response granting or denying STUDENT'S request. If the request is granted, an assigned date upon which the Housing Agreement will terminate will be included in the response. If the request is granted for release from this Housing Agreement, STUDENT shall remain liable for the payment of assessed housing charges until the UNIVERSITY has transferred the legal right of occupancy to the apartment granted by this Housing Agreement to another student. This period is not to exceed forty-five (45) days from the Housing Agreement termination date assigned by the UNIVERSITY. If, for any reason, the apartment is vacated before the specified termination date, STUDENT shall remain liable for the payment of assessed housing charges until the UNIVERSITY has transferred the legal right of occupancy to the apartment granted by this Housing Agreement to another student, again, for a period not to exceed forty-five (45) days from the assigned Housing Agreement termination date. If the STUDENT vacates the apartment for any reason after the specified date of termination, the STUDENT shall be liable for (1) prorated housing charges until such time as the STUDENT vacates the premises; (2) any actual costs incurred by the UNIVERSITY as a result of the failure to vacate after the specified date of termination, including costs for alternate housing, storage, additional moving costs for incoming students/occupants, and/or vendor costs for apartment preparation that could not be performed by the staff; and (3) fifty-five dollars (\$55.00) in liquidated damages to cover the UNIVERSITY'S administrative costs resulting from the late move, which costs are agreed upon by STUDENT as they are extremely difficult or impracticable to ascertain.

If the STUDENT does not receive written approval by the UNIVERSITY to terminate this Housing Agreement, regardless of whether the STUDENT has requested such approval, and the STUDENT vacates the PREMISES during the term of this Housing Agreement, the STUDENT shall remain liable for the payment of assessed housing charges until the UNIVERSITY has transferred the legal right of occupancy to the apartment granted by this Housing Agreement to another student. Withdrawal, graduation, academic dismissal, or conduct-related dismissal by the STUDENT from the UNIVERSITY does not constitute a "written approval" by the UNIVERSITY to terminate this Housing Agreement; a STUDENT who plans to withdraw or has withdrawn must request permission from the UNIVERSITY to terminate this Housing Agreement, and the UNIVERSITY retains the right to determine whether it will grant such approval.

STUDENT is responsible for the apartment until move-out procedures have been completed (i.e., assessed housing charges paid in full, apartment vacated and cleaned, forwarding address given, and key(s) returned to the UNIVERSITY.) All occupants must have vacated the premises when a STUDENT moves out. Personal property left in the apartment after termination of occupancy or cancellation of this Housing Agreement shall be disposed of in accordance with state law. This includes personal property left in the apartment by the STUDENT intended for the benefit of future incoming occupant(s). The UNIVERSITY is hereby relieved of any liability for moving, storage, or administrative charges associated with disposal of said personal property left behind after vacating. If the STUDENT leaves personal property on the premises, after vacating or abandoning apartment, and if it is stored or disposed of by the UNIVERSITY, packing, transportation, storage, and/or disposal charges to be imposed.

BREACH OF AGREEMENT

If the STUDENT has, or guests and/or invitees have violated the provisions of this Housing Agreement, violated the rules of the UNIVERSITY, including any rules applicable to Student Housing, violated any local, state, and/or federal laws, or engages in conduct otherwise detrimental to the welfare of other individuals or themselves, the UNIVERSITY may serve a three-day notice to perform covenant or quit, to make payment or quit, or to quit, whichever is appropriate.

POSSESSION OF PREMISES

Once STUDENT has checked in and picked up keys, the STUDENT has taken possession of the PREMISES. The UNIVERSITY therefore presumes that the STUDENT has "moved in", regardless of whether the STUDENT has lived in or physically transferred any belongings onto the PREMISES. If STUDENT fails to take possession of the PREMISES, STUDENT shall remain liable for payment of assessed housing charges until the UNIVERSITY has transferred the legal right of occupancy to the apartment granted by this Housing Agreement to another student. This period is not to exceed forty-five

(45) days. In the event the UNIVERSITY is unable to deliver possession of the PREMISES to STUDENT at commencement of the term of this Housing Agreement for any reason not within the control of the UNIVERSITY, including but not limited to failure of prior occupants to vacate as agreed or required by law, or partial or complete destruction of the PREMISES, UNIVERSITY shall not be liable to STUDENT, except for the return of all sums previously paid by STUDENT, in the event STUDENT chooses to terminate this agreement because of UNIVERSITY'S inability to deliver possession. Otherwise, the STUDENT'S obligation to pay assessed housing charges, therefore, shall commence upon UNIVERSITY'S delivery of possession.

USE OF PREMISES

STUDENT understands and agrees that activities of a business or commercial nature are not permitted on or in the PREMISES occupied by STUDENT without prior written permission from the UNIVERSITY. This includes but is not limited to e-commerce, investment ventures, real estate sales or brokerage, listing the PREMISES occupied by STUDENT on websites or elsewhere for the purpose of providing vacation or hotel/motel-type lodging, childcare, animal care or any venture involving transfer of money or product in exchange for services. Representatives of products such as cosmetics, books, household supplies, etc. may not engage in any solicitation within on-campus housing nor can the PREMISES be used in any unlawful manner.

CONDITION OF PREMISES

STUDENTS agree to inspect the PREMISES, note their condition on the move-in checklist, and return it to the UNIVERSITY within five (5) business days after assuming possession. In the event the move-in checklist is not received, the UNIVERSITY shall assume the PREMISES are in good, safe, and clean condition. STUDENT agrees to maintain the PREMISES in clean, sanitary, and safe condition throughout the term of residency and upon termination of occupancy, return the PREMISES, including any UNIVERSITY furnishings, to a clean, sanitary, and safe condition, except for ordinary wear and tear.

CARE OF PREMISES

STUDENT agrees to immediately notify the UNIVERSITY via the Housing Office of any defects, dangerous conditions, or water intrusions in and about the PREMISES of which the STUDENT has become aware and cooperate with the UNIVERSITY in the maintenance of all SCU Student Housing units. STUDENT will be billed for repairs that are a direct result of STUDENT'S failure to report conditions of which the STUDENT was aware or reasonably should have been aware. Repairs, painting, or other alterations to UNIVERSITY facilities or grounds shall be made by UNIVERSITY personnel and its authorized agents only. Students shall not make or attempt to make such repairs or alterations without prior written approval from the UNIVERSITY. STUDENT will be billed for any costs related to returning the apartment unit to its original move-in condition. Apartment interiors, patios/balconies, emergency stairwell areas, and entryways are inspected regularly to assess the condition and safety of the premises, perform preventative maintenance, and make repairs. STUDENTS will be billed for loss, soiling, and damage beyond ordinary wear and tear. STUDENT agrees to cooperate with the UNIVERSITY in its efforts to maintain a pest-controlled environment.

INJURY, LOSS, AND DAMAGE

The UNIVERSITY shall not be responsible for any loss, property damage, injury, or death suffered on the premises occupied by STUDENT, a member of STUDENT'S family unit or any other person except those resulting from deliberate acts or gross negligence of the UNIVERSITY or its employees or agents. STUDENT will hold the UNIVERSITY, as well as any present or former employees, officers, agents, attorneys, successors, assigns and all other representatives of the UNIVERSITY, harmless for loss, property damage, personal injury, or death not resulting from the deliberate acts or gross negligence of the UNIVERSITY or its employees or agents. STUDENT will indemnify the UNIVERSITY, as well as any present or former employees, officers, agents, attorneys, successors, assigns and all other representatives of the UNIVERSITY, for loss, property damage, personal injury, or death resulting from the acts, omission, or negligence of the STUDENT, STUDENT'S guest/invitees, or a member of STUDENT'S family unit. STUDENT accepts the responsibility for any loss, damage, or theft of personal property belonging to STUDENT on the premises, as well as for damages to the structure, fixtures, and furnishings of the premises that may result from an act or omission of the STUDENT, members of STUDENT'S family unit, or guests. The UNIVERSITY shall not be held responsible or liable for the STUDENT'S accommodation if an assigned space is rendered uninhabitable due to circumstances beyond the reasonable control of the UNIVERSITY, including but not limited to "Acts of Nature", e.g. flood, pandemic, earthquake, and unusual weather conditions. **STUDENTS are strongly encouraged to obtain renters insurance coverage.** Renters insurance is not mandatory and may be purchased from any provider.

SAFETY

STUDENT is responsible for keeping the exterior areas of the apartments in a clean and orderly condition for the health, safety, and benefit of all students and other individuals in the housing community. STUDENTS may not store items or personal property in the exterior areas of the apartments. Particular attention should be given to the prevention of fire hazards and conditions potentially harmful to small children. State safety regulations prohibit the storage of flammable, explosive, toxic, or otherwise hazardous materials in apartments or garages, stairwells, patios/balconies and/or common areas. The materials will be removed and disposed of without notice.

FIRE SAFETY EQUIPMENT

Pursuant to federal, state, county, and local laws/ordinances and UNIVERSITY policies and regulations, it is illegal to tamper with (attempt to shut off, reset, remove, disable, etc.) any fire safety equipment, including smoke detectors, fire hoses or extinguishers, sprinkler system equipment, and/or alarm pull stations. Such tampering may result in legal action and/or eviction. False reporting of emergencies (i.e., pulling fire alarm pull station when there is no presence of smoke or fire) is a violation of the Housing Agreement, and STUDENT is subject to eviction. To ensure that all safety precautions are met, the UNIVERSITY'S Housing Office will conduct fire safety inspections at least once a year. The Housing Office will conduct one fire drill a year. Failure to evacuate whenever an alarm sounds or failure to cooperate with authorized UNIVERSITY personnel or public officials is subject to issuance of a civil citation and/or administrative disciplinary action.

NOTICE REGARDING CIVIL CODE RELATED TO SEX OFFENDERS

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 <https://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 the offender resides.

RIGHT TO ENTRY

On not less than twenty four (24) hours advance written notice, or as otherwise required by law, STUDENT must make the premises available, at a time acceptable to STUDENT during normal business hours (defined for the purposes of this Housing Agreement as 8:00 a.m. to 5:00 p.m., Monday through Friday) for entry by UNIVERSITY or UNIVERSITY'S agent for the purposes of: making necessary or agreed upon repairs, decorations, alterations, or improvements; supplying necessary or agreed upon services; or to make an inspection pursuant to Civil Code §1950.5(f); or conducting any activity required or permitted by court order. STUDENT is responsible for notifying, as applicable, affected roommate(s). In the event of an emergency or if STUDENT or as applicable, STUDENT'S roommate and consents to entry at the time of entry, or after STUDENT has abandoned or surrendered the premises, UNIVERSITY or UNIVERSITY'S agent may enter the premises without giving STUDENT prior notice. STUDENTS shall not install, alter, or re-key any locks to the premises, make copies of keys, or install any burglar alarm system or security camera.

PETS, SERVICE ANIMALS, AND EMOTIONAL SUPPORT ANIMALS

Animals intended as pets are permitted.

Service Animals trained to do work or perform tasks for the benefit of an individual with a disability are not pets and are permitted. STUDENTS with Service Animals agree to comply with community requirements necessary to ensure the safety of the Service Animal, the safety of the STUDENT, the safety of other occupants (if applicable), and the safety of other community members prior to bringing the Service Animal onto the premises as well as during occupancy. Registration of a Service Animal with the SCU Disability Services Office and/or with SCU Student Housing is completely voluntary and at the sole discretion of the STUDENT.

Emotional Support Animals (ESA) require approval as an accommodation from the ESA Review Committee prior to bringing the ESA onto the premises. STUDENTS with a disability that require accommodation of an emotional support animal must initiate the process for accommodation consideration by completing the Disability Services Center (DSC) Intake Form.

Approved canine ESAs must always be "on leash" and under control of the STUDENT.

WEAPONS

STUDENT agrees to comply with the UNIVERSITY policy which states that firearms and/or any parts of firearms/weapons (including ghost guns, stun guns, 3-D printed guns, air guns, BB guns, paint ball guns, etc.) are not permitted on the premises or any other UNIVERSITY grounds, and acknowledges that possession of firearms on such property is expressly prohibited by California Penal Code section 626.9. STUDENTS also agree not to keep other weapons (e.g., bow and arrow, sling shot, swords), explosives and toxic substances on the premises. STUDENTS further agree to ensure their guests or invitees are aware of and comply with the policies and laws.

CONDUCT AND COMMUNITY DISTURBANCES

Student Housing provided by the UNIVERSITY exists to support full-time students in their academic pursuits by providing a residential community environment that is conducive to those pursuits and provides students with a living space that is a place of repose. By signing this Housing Agreement, STUDENT acknowledges and agrees that STUDENT, and STUDENT'S guests/invitees will conduct themselves in a manner that is consistent with this understanding.

STUDENT is responsible for ensuring that STUDENT'S guests, and/or invitees are informed about and abide by the Student Code of Conduct and the terms outlined in this Housing Agreement. STUDENT, and STUDENT'S guests/invitees are responsible for conducting daily activities in a manner that does not generate excessive levels of noise and that is not unreasonably disruptive to the residential experience of other community members. The established quiet hours for the community are between 10:00 pm and 8:00 am, Sunday –Thursday and between 12:00 am and 8:00 am, Friday - Saturday. The UNIVERSITY has sole discretion in determining if the noise is excessive and determining if activities are unreasonably disruptive. University Housing may immediately terminate this License Agreement for any purpose including but not limited to: Behaviors that disrupt the residential community and/or the educational environment and/or are inconsistent with the University Student Code of Conduct •Safety and security of community to include, but not limited to harm or threats of harm to others, and/or destructive and/or disruptive behavior. Use, misuse, and/or possession of alcohol and/or other drugs. Outstanding account balances owed for student housing. No longer enrolled as a student at SCU.

FURNISHINGS

STUDENTS may not install or store their own refrigerator, freezer, dishwasher, bidet, clothes washer, or clothes dryer. Written permission from UNIVERSITY must be obtained before pianos, organs, water-filled furnishings (e.g., waterbed, fish tanks more than 5 gallons), satellite dishes, or air conditioners are moved into or installed on the premises, which the UNIVERSITY may grant in its sole and absolute discretion. STUDENT remains liable for all damage to and necessary cleaning of the premises resulting from installation and/or storage of any of the aforementioned items.

Maintain the assigned space in a safe manner and in good condition for the entire term of the License Agreement. Room furnishings shall not be removed or stored. It is the student's responsibility to restore the room to its original condition prior to checkout.

Agree that SCU is not liable for loss, theft, or damaged personal property. SCU does not offer insurance coverage for personal property. The student may privately obtain insurance coverage for personal property, if desired.

Move to a different room if required by University Housing staff for behavioral, safety, facilities, health or other administrative purposes.

Not sell, sublease, or assign the room to anyone at any time.

All financial commitments of the entire term of the License Agreement, including the portion remaining after the student vacates the room

Ensure that the student's room and/or apartment shall not be used for commercial purposes, including attempting to solicit residents or others for commercial purposes. The use of University Housing facilities and/or property for commercial activities by residents, individuals or University organizations is prohibited.

VEHICLES

The operation of motor vehicles on UNIVERSITY property is subject to all applicable state and local laws, as well as UNIVERSITY and Student Housing policies. Motor vehicles may be operated only on public roadways; driving or parking on the fire access roads or any other areas not specifically designated for the parking of a motor vehicle is prohibited. All gas operated vehicles such as motorcycles or mopeds are prohibited from being stored inside the apartment, storage area, stairwells, hallways, or on the patio deck area; they may be parked in the parking lots in spaces marked "Motorcycles Only. Bicycles on UNIVERSITY property are subject to the same regulations as motor vehicles and should only be parked in designated bicycle racks. Only electric vehicles actively charging at the community EV charging stations may occupy the EV charging parking spaces. Violations of UNIVERSITY parking policies may result in the vehicle being impounded or cited and the owner subject to fines and any required storage or licensing fees.

SMOKING

Smoking (including, but not limited to electronic cigarettes, hookah pens, vape pens as well as any other instruments used to engage in "vaping", etc.) and all tobacco products are prohibited on UNIVERSITY property, including all student housing. STUDENTS, and their guests or invitees are not permitted to smoke or use tobacco products within individual apartment units, in common areas, and throughout the grounds. This includes all hallways, lobbies, garages, parking lots, walkways, common areas, and all exterior grounds. In Student Housing, this policy will be enforced as would any other violation of this Housing Agreement wherein non-compliance may ultimately result in termination of occupancy. Use of marijuana in any form and for any purpose is strictly prohibited on UNIVERSITY property, including within student housing.

DRUGS

Federal law, state law, and University policy prohibit the solicitation, procurement, sale, or manufacture of narcotics or controlled substances except as expressly permitted by law. The use, possession, and sale of marijuana (medicinal or recreational) in any form is prohibited on all University property. Any person known or suspected to be in possession of, using, or distributing drugs, including medicinal or recreational marijuana is subject to disciplinary action and/or criminal action under state and/or federal law. Additional information regarding use and possession of marijuana on University property may be found on the SCU website at <https://www.scuhs.edu/wp-content/uploads/Biennial-Review-of-Alcohol-and-Other-Drug-Programs.pdf>. STUDENTS, guests and/or invitees involved in drug trafficking will be subject to immediate eviction.

CHANGES IN TERMS

The terms of this Housing Agreement may be amended by the UNIVERSITY for any reason, provided that written notice of such amendment is given to the STUDENT forty-five (45) days in advance.

NOTICE REGARDING CIVIL CODE RELATED TO RIGHTS AND OBLIGATIONS PERTAINING TO BED BUGS

Pursuant to Section 1954.603 of the Civil Code, notification regarding rights and obligations pertaining to bed bugs must be provided to STUDENT. STUDENT agrees to comply and cooperate with the UNIVERSITY regarding the prevention, reporting, and treatment of bed bug infestation. **Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen and become bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes, the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all. **Common Signs and Symptoms of Possible Bed Bug Infestation:** Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls; Molted bed bug skins, white, sticky eggs, or empty eggshells; Very heavily infested areas may have a characteristically sweet odor; Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them. Additional information may be found on the web sites of the United States Environmental Protection Agency (<https://www.epa.gov/>) and the National Pest Management Association (<https://www.npmapestworld.org/>).

WAIVER

Any waiver or non-enforcement by the UNIVERSITY of any term or condition of this Housing Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this agreement. Acceptance by the UNIVERSITY of any housing payment after STUDENT'S breach of this Housing Agreement shall not be deemed a waiver of such provision or any prior or subsequent provision, other than the STUDENT'S failure to make timely payment of the housing fee so accepted, whether the UNIVERSITY knew of the prior breach at the time such payment was accepted.

PRIVACY NOTIFICATION: The State of California Information Practices Act of 1977 requires the UNIVERSITY to provide the following information to individuals who are asked to supply information about themselves. The purpose for requesting the information is to process your student housing contract. The Housing Office maintains the information. Information will be transmitted to state and federal governments for inspection if required by law. Individuals have the right to access this record as it pertains to themselves.

NONDISCRIMINATION STATEMENT: SCU, in accordance with applicable federal and state laws and UNIVERSITY policy, prohibits discrimination against or harassment of any person at the University based on race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, sexual orientation, citizenship, age, or service in the uniformed services. The University also prohibits sexual harassment and sexual violence. These policies cover admission, employment, access, and treatment in university programs and activities. SCU also prohibits employment discrimination based on genetic information (including family medical history), gender, and gender expression.

Written Agreement. The Housing Agreement and its exhibits contain the entire agreement of the parties relating to the subject matter hereof and may be modified only by a written document signed by the UNIVERSITY.

Counterparts; Delivery: The Housing Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. The Housing Agreement may be signed and/or delivered by e-mail of a .pdf document and/or using electronic signature technology (e.g., via DocuSign); such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature.

Print Student Full Name

Date

Signature

Date

Staff Name

Date

Staff Signature