



## Housing License Agreement 2022-2023 For Golden Gate University Student

### **INTRODUCTION**

Academy of Art University Housing provides housing each term to eligible GGU students. All GGU students must conduct themselves in a manner consistent with the University's expectations as stated in the GGU and the AAU Student Code of Conduct, this Housing License Agreement, and all other applicable University policies, procedures, supplemental agreements, rules, and regulations.

Academy of Art University campus housing program is managed by Century Campus Housing Management L.P. dba Campus Living Villages (the "Manager"), 1001 Fannin, Ste. 1350, Houston, Texas 77002, (713) 871-5100, <http://www.campuslivingvillages.com/>.

### **PART I: ACADEMIC TERM OF LICENSE**

The term of this license is for the Fall 2022 and Spring 2023 semesters – **one (1) FULL academic year**. Payment in full for the full year is required prior to move-in. Move-in dates and the start of classes are published by the University in advance and available on the University's website at [www.academyart.edu](http://www.academyart.edu)

- Any Student enrolled at GGU who has signed this license will be held financially liable for their residence hall assignment for the entire term indicated in this Agreement.
- Any Student who has been booked into their housing assignment and/or obtained their building keys at any time during the Fall 2022 or Spring 2023 semesters will be held financially liable for their residence hall assignment for the entire term indicated in this agreement. Residence hall buildings open and close dates are published by the University in advance and available on the University's website at [www.academyart.edu](http://www.academyart.edu).

### **PART II: TERMS AND CONDITIONS**

- A.) This Housing License Agreement (the "Agreement") is entered into between the individual Student named in this Agreement (the "Student") and Academy of Art University (the "University").
- B.) This Agreement is for **BOTH** the Fall and Spring semesters of the 2022 – 2023 academic year, or Spring 2023 only residents. Residence hall services, including access to the assigned room, begin on the designated opening day and end within twenty-four (24) hours after the Student's last final exam, but no later than 12:00 p.m./noon on the published last final exam day at GGU. The bed space and/or room and dining service under the license provided by this Agreement may not be sold, loaned, assigned, subleased, sublicensed, or transferred to any other person. This Agreement will not be accepted or processed unless the Student is accepted to GGU.
- C.) **LICENSE:** This Agreement grants Student permission to use a bed space within a University residence hall during the Fall and Spring semesters of the 2022 – 2023 academic year, on the applicable start and end dates determined by the University. It is understood and agreed by Student and the University that this Agreement is a license and not a lease, and that no lease nor any other interest or estate in real property is created by this Agreement; nor are there any covenants, express or implied, such as a covenant for quiet enjoyment, created by this Agreement that are not otherwise expressly contained in this Agreement. Student is further informed and acknowledges that the room, which includes a room, apartment, and/or suite, does not constitute a Rental Unit as defined by the San Francisco Rent Stabilization and Arbitration Ordinance ("Rent Ordinance") or the regulations promulgated pursuant to the Rent Ordinance (San Francisco Administrative Code Section 37.2(r)(3) states that "rental units"

shall not include housing accommodations in dormitories owned and operated by an institution of higher education). As such, the University may terminate Student's license to use the bed space upon twenty-four (24) hours written notice to Student under the terms of this Agreement and without alleging just cause under the Rent Ordinance. Any necessary eviction action shall be brought pursuant to Code of Civil Procedure Section 1161(1).

**D.) NO SUBLICENSE:** Students may not assign, sublet or transfer to anyone, including but not limited to other students, this License Agreement or any of its rights or obligations. A Student may not sublicense their bed space, their license agreement or make any arrangement for someone to take over housing payments or move into the space assigned to them without the prior express written permission of the University. A Student who violates this policy will lose all future opportunities to apply for housing and be liable for all costs incurred by the University including any expenses related to the removal of any third party. Students residing in University housing facilities without the written permission of the University are trespassing and will be removed immediately.

**E.) NO LANDLORD/TENANT RELATIONSHIP:** Student acknowledges that this Agreement is intended to create a license to use the residence and dining services provided by this Agreement and that this Agreement does not create a landlord and tenant relationship. Student hereby acknowledges that they do not possess any rights as a tenant hereunder and hereby waives any rights of a tenant under federal, state, or local landlord/tenant laws, and waives any and all notices that a landlord would otherwise be required to provide a tenant to terminate any such tenancy. The sole right of Student to use an assigned room and use residence and dining services shall be based upon the revocable license granted under this Agreement.

**F.) USE OF RESIDENCE HALLS:**

- Generally, residence halls remain open during Thanksgiving and Spring breaks and close during Winter and Summer breaks. This Agreement does not allow the use of a room during the University's summer period unless the summer period is specifically included in the "Academic Term of License" section above.
- The student must vacate their room at the close of the academic year in accordance with the University's published schedules. All personal property of Student must be removed from all residential areas by 12:00 P.M./noon on the day of check-out unless specified otherwise by the University.
- **CHECK-IN/CHECK-OUT:** Check-in and check-out procedures include completing all appropriate paperwork (including the Room Condition Form) within forty-eight (48) hours of moving in and pick up or return of keys. A student may not check-in earlier than the designated check-in date for the Fall or Spring semesters. When Student is checking out, they must remove all personal items and garbage from their room (see "Abandonment" below), leave the room clean and have a University staff member inspect the room and collect keys before departure. Students will be billed for excess cleaning, removal of personal property, and loss of or damage to University property. Students who move out before the ending date will be financially responsible for the Agreement until the published ending date unless there is an "acceptable reason" for early move out as specified under section "Acceptable Reasons for Cancellation" below. Student must notify Housing staff before Student moves out and must coordinate a check-out time with Housing staff. Release approval is based on the University's sole discretion.

Student must check-out within twenty-four (24) hours after their last final exam or scheduled class meeting, but no later than the last day of the Agreement. Appropriate arrangements must be made ahead of time for departure. Late check-outs must be approved by the University's Department of Housing and will be pro-rated at the intersession rate per day. Student will be charged an improper check-out fine for failure to make a check-out appointment and meet with University housing staff.

- **CONDITION OF PREMISES:** Within forty-eight (48) hours after move-in, Student must report to the University in writing any existing defects or damages to Student's room; otherwise, the room, including all fixtures, appliances, and furniture therein, if any, will be considered to be in a clean, safe and good working condition and Student will be responsible for defects or damages that may have occurred before they used the room. Except for any existing defects or damages reported by Student to the University in writing, Student accepts the room, including all fixtures, appliances, and furniture therein, if any, in their "as-is" condition, with all faults and imperfections. The University makes no express warranties, and disclaims all implied warranties, with regard to the premises, room, fixtures, appliances, and furniture.
- **NON-LIABILITY FOR STUDENT PROPERTY:** The University and the Manager shall not be held liable for any damage to, destruction of, malfunction, failure, loss, or theft of any property belonging to, or in the custody of, Student from any cause whatsoever, nor for the failure or interruption of utilities or appliances, whether such loss occurs in Student's room or other areas. The University does not carry insurance covering personal property. Student is urged to carry property or renters' insurance.
- **RIGHT OF ENTRY/INSPECTION:** The University reserves the right to inspect any and all rooms/apartments and regulate the use of the premises according to University policies. Student's room/apartment may be entered without advance notice or consent by authorized University personnel, or authorized agents of the University, whenever there is a reasonable cause concerning the health, safety, or welfare of the individual residents and/or the residence hall community at large. The University reserves the right to enter rooms/apartments for routine repairs and in emergency and/or policy violation situations, including during intersession periods. Students must ensure the security of their personal possessions and the University is not responsible for any theft, loss, or damage that occurs during a room inspection, routine maintenance, or repairs.
- **ABANDONMENT:** Student is responsible for removing all personal possessions when they vacate the room, apartment, or suite. Any possessions left in campus housing facilities after the termination of the Agreement will be considered abandoned, will be discarded by the University, and Student may be billed an additional charge for removal. Student also may face disciplinary action that could include loss of housing privileges. This paragraph shall survive termination of this Agreement.

**G.) RATES:** Room and meal plan rates are set by the University and subject to change. The actual amount due from Student is based on the type of room as specified on the University's website [www.academyart.edu/goldengatehousing](http://www.academyart.edu/goldengatehousing). Payment is due on or before the Agreement start date applicable to each semester and in full prior to moving in. Student is not permitted to take occupancy of the housing assignment until all due payments are paid in full. This section shall survive termination of this Agreement.

- **USE OF DEPOSIT:** The deposit submitted with the Agreement is \$500. This \$500 deposit is applied as a \$350 refundable deposit and a \$75 per semester, non-refundable, mandatory building maintenance fee. If it is determined that Student is responsible for room or common area damages and/or cleaning fees, or conduct related fines, the deposit will be applied to those charges at the time the charges are assessed. When a responsible party or parties cannot be identified for causing or contributing to damages to a community space, the damage and cleaning fees/charge(s) will be divided equally amongst all residents with access to the space, as determined at our sole discretion. It is the sole responsibility of Student to maintain a minimum of \$500 in the Student's deposit account at the beginning of the fall semester and \$250 at the beginning of the spring and summer semesters, even if that requires additional funds to be deposited during the term of this Agreement. All new students are required to pay the initial \$500 deposit. Students with an outstanding balance(s) after leaving campus housing or the University may have the remainder of their housing deposit balance used toward payment of the outstanding balance(s).

#### **H.) EXPIRATION, REVOCATION, AND CANCELLATION OF LICENSE:**

This is a legally binding Agreement. By signing this Agreement, Student assumes responsibility for the terms and conditions outlined herein. This Agreement is effective on the start date of the given semester or academic year referenced in this Agreement. All charges will continue unless or until the University agrees, in writing, to terminate the Agreement. This section shall survive termination of this Agreement.

- **VOLUNTARY CANCELLATION:**  
Student may cancel their housing application & license agreement without penalty if the student notifies the University's Department of Housing in writing by **Friday, JULY 1, 2022** for fall applicants or **Sunday, JANUARY 1, 2023** for NEW spring only applicants. Cancellation will result in forfeiture of the student's room assignment and the student will be released from their housing license agreement.
- **CANCELLATION AFTER DEADLINE:**  
Students who cancel their housing application & license agreement by notifying the University's Department of Housing in writing after **JULY 1, 2022** (fall applicants) or **JANUARY 1, 2023** (New spring applicants) but before taking occupancy will forfeit their room assignment, be released from their housing license agreement and forfeit their \$500 deposit. Taking occupancy is defined as picking up keys to a room or physically occupying a space with belongings and/or self.
- **CANCELLATION AFTER TAKING OCCUPANCY:**  
Students who cancel their housing application & license agreement after taking occupancy and before the end of the Housing License Agreement period will be charged a \$1,500 license breakage fee and charged a pro rata amount for the time of occupancy starting from the scheduled move-in date and ending the date their check out is complete. Permitted exceptions include: financial hardship, extenuating medical circumstances, military duty since entering into this license agreement. Supporting documentation is required.
- **REQUEST FOR EXEMPTION AFTER AGREEMENT START DATE:** If Student has completed this Agreement and has taken occupancy or collected keys to begin using their room but wishes to cancel, Student may submit a written Request for Exemption to the University at [housing@academyart.edu](mailto:housing@academyart.edu).

- **LICENSE TERMINATION BY UNIVERSITY:** The University may, at the University's sole discretion, terminate Student's license to use Student's room upon twenty-four (24) hours written notice to Student. The University may terminate Student's license for the following reasons: if Student violates any term of this Agreement, violates a Student Code of Conduct, or violates any other applicable University policies, procedures, supplement agreement, or rules or regulations. If the University revokes the license granted under this Agreement for these defined reasons, Student will incur a \$1,500 license breakage fee and will be charged a pro rata amount for the time of occupancy starting from the scheduled move-in date and ending the date their check-out is complete. If Student has had their license revoked, the Student will no longer be permitted in any residence hall owned or leased by the University.

**I.) COSTS AND FEES:** In the event, the University brings an action against Student because of the Student's violation of this Agreement, the University may recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment for the University. This section shall survive termination of this Agreement.

**J.) ROOM ASSIGNMENTS:** This Agreement provides Student with a bed space in campus housing only; it does not guarantee a specific building, room, rate, number of roommates, or choice of roommate(s). The student is informed and acknowledges that this Agreement does not grant Student exclusive use of any room or portion thereof and that the University, its employees, and agents reserve the right to enter any room at any time (see "Right of Entry/Inspection" under Section G. "Use of Residence Halls" above). The University reserves the right to change room assignments, assign a new roommate, or reassign a current Student to any available bed space at any time, and/or consolidate vacancies in the interest of health, occupancy, or for general welfare, in which event Student's account will be credited or charged the difference in room rate.

- **ROOM CHANGES:** Requests for room assignment changes will not be accepted during the first two weeks of each semester. Thereafter, Student must submit request for a room transfer in writing to their building Resident Director during the specified semester room transfer request period. Every attempt will be made to honor requests; however, no guarantees can be made.
- **SPACE USAGE:** Any behavior(s) by Student that infringes upon the rights or space usage of room/apartment/suitemates is strictly prohibited and will result in disciplinary action. In addition, if such behavior(s) result(s) in the use of Student of additional space or a private room, Student may be charged for such additional space.
- **DISABILITY/HEALTH RELATED ACCOMMODATIONS:** If Student is requesting disability/health-related accommodations, the Student must submit request and required documentation via the Housing Portal. Individual requests will be reviewed on a case-by-case basis. If Student is approved for such an accommodation, all terms and conditions of this Agreement will apply unless specifically stated otherwise in writing by the University.
- **ROOMMATE ASSIGNMENT:** Room assignments and meal plans are completed by the University's Housing staff.

**K.) DINING & MEAL PLANS:** Meal plans are available to all students residing in campus housing. If Student is assigned to any of the following buildings, Student is required to have a meal plan and will be required to select a Platinum, Gold, or Silver meal plan Commodore (825 Sutter Street), Clara Gil

Stephens (620 Sutter Street) or Da Vinci Villa (2550 Van Ness Avenue). If Student chooses a meal plan but does not live in a building requiring a meal plan, Student may cancel or change their meal plan only until the University's published cancellation deadline at the beginning of each semester. Meal plan assignment is for the fall and spring semesters unless cancelled by the deadline.

**L.) UTILITIES AND SERVICES:** The University shall pay for water, trash, electricity, Internet, and heat for Student's room. However, the University may, at its discretion, pass onto Student any charges for excessive use of the aforementioned utilities. The University is not responsible for disruptions in service.

**M.) EMERGENCY CONTACTS:** Student must provide emergency contact information (telephone and email address) for an individual or individuals who Housing staff may contact in the event of an emergency or as the University Housing staff deems necessary. The designated emergency contact individual should be a parent, guardian, or relative, when possible.

**N.) HEALTH INSURANCE:** The University requires that all students have health insurance coverage. If Student fails to report their health insurance information, Student will be required to purchase student health insurance. The University is not responsible for costs resulting from Student's wellness care expenses including hospital stays and/or ambulance transportation. In incidences where Student's health has the potential to put themselves or other students at risk, the University retains the right to restrict Student's access to any residential areas until Student provides a written statement from a medical professional that Student's condition is not contagious or a danger to themselves or any members of the community.

**O.) NONWAIVER:** The waiver of any breach of a term or condition of this Agreement shall not constitute a waiver of any subsequent breach.

### **PART III – COMMUNITY POLICIES**

The University expects students to display honesty, integrity, and professionalism in every aspect of their behavior and work at the University. Students are expected to respect themselves, other members of the University community, and the institution itself.

Students must follow all standards of conduct in these Community Policies, the GGU and AAU Code of Conduct and this Agreement. Student is responsible for understanding and abiding by these policies, rules, and regulations. Should Student choose to disregard any of the stated policies and/or guidelines of Student's community, elements of the Student Conduct Process may be exercised to hold Student accountable for their actions. In addition, Student is responsible for informing their guests of each policy and will be held accountable for guests' actions.

Failure to comply with community policies may lead to consequences such as but not limited to housing probation, fine, restitution, revocation or termination of the license granted by this Agreement to use University campus housing. Administrative review of sanctions from a student conduct conference is permitted and must first be addressed in writing to the University's Director of Housing (or designee). If Student is dissatisfied with this decision, a written appeal may be submitted to the University Grievance Committee in writing. For more information, contact the Educational Services office at (415) 618-6191.

## **SAFETY & SECURITY**

It is not possible for the University or for the Manager to ensure "safety" or "security." The University's Department of Campus Safety & Security (CSS) provides safety services for the University's Campus Housing from time to time at their sole discretion. However, Student should not assume their presence. Student must promptly report any incident of theft, vandalism, or unsafe conditions to the University's CSS and the Housing Department. Please call the University's CSS at (415) 618-3896 for nonemergencies or 911 to report any criminal activity.

The University's CSS Department provides an escort service each evening for persons who may be walking alone on campus. Please utilize this service by calling (415) 618-3896 or walk with a friend after hours. In accordance with the Crime Awareness and Campus Security Act of 1990, the University publishes crime statistics each year. The University cooperates with CSS in reporting crime information to make accurate statistics available.

### **Personal Security Awareness**

No security system is fail-safe. Even the best security system cannot prevent crime. Always proceed as if any security systems don't exist because they are subject to malfunction, tampering, and human error. The University disclaims any express or implied warranties of security. The best safety measures are the ones Student would perform as a matter of common sense and habit.

### **Safety Tips**

- Lock doors and windows, even while inside.
- Do not put identifying information, such as name, address, or phone number on your key ring.
- Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, and then call Campus Safety & Security.
- Mark or engrave identification on valuable personal property.
- Inform roommates of activities and expected return time.
- Do not walk alone at night.

**CP.1) ALCOHOL:** The possession, consumption, sale or manufacture of alcohol, regardless of resident and/or guest age is strictly prohibited in any University facilities (leased or owned). This includes being under the influence of alcohol. Students in the presence of others using alcohol may be held accountable for violating the alcohol policy. Possession of alcohol paraphernalia (packaging, "trophy bottles," empty bottles/cans, shot glasses, drinking funnels, etc.) is also prohibited. This includes items that are used or could be used in connection with drinking games or the rapid, mass, or otherwise dangerous consumption of alcohol of any type. If the University finds such items in Student's room, Student may be subject to disciplinary action. The University will confiscate, retain, and dispose of/destroy all alcohol related items regardless of value or ownership. The sale, manufacture, or dissemination of alcohol is strictly prohibited.

**CP.2) DRUGS & ILLEGAL CONTROLLED SUBSTANCES:** Federal law and University policy prohibit the use, possession, sale, manufacture, or distribution of illegal drugs and/or paraphernalia regardless of Student and/or guest age and is strictly prohibited in any University facilities (leased or owned). This includes being under the influence of drugs or illegal substances. Students in the presence of others improperly using drugs may be held accountable for violating the drug policy. University will confiscate, retain, and dispose of/destroy all drug related items regardless of value or ownership.

This policy applies to medical and recreational marijuana and any product containing Tetrahydrocannabinol (THC). Regardless of its legal status in the State of California, or whether or not an individual possesses a

prescription for medical use, marijuana is prohibited in University facilities (leased or owned). Marijuana is classified as an illegal drug under the Federal Controlled Substances Act (21 U.S.C. § 801 et seq.), and possession of any amount is punishable under federal law by imprisonment for up to a year and/or a minimum fine of \$1,000. In addition, the possession, sale, manufacture, use, or distribution of prescription drugs by a student to whom the medication was not prescribed is prohibited.

**CP.3) WEAPONS:** The University's Code of Conduct prohibits explosives (including fireworks), firearms, and/or weapons of any type in University campus housing, residents' rooms, or on campus grounds. Bringing firearms, weapons, and/or ammunition into University Campus Housing or storing them in Student's rooms or anywhere else may be grounds for the immediate termination of this Agreement, sanctions under the University's Code of Conduct, and criminal prosecution under California Penal Code section 626.9, punishable by imprisonment up to four years. For the purpose of the University's Housing policy, weapons may further include, but are not limited to, any daggers, knives having a blade longer than 4 inches (except over the counter silverware with blades designed and used for eating and food preparation purposes), folding knives with a blade that locks into place, ice picks, razors with an unguarded blade, tasers, stun guns, paint guns, air guns, CO2 pressure guns, martial arts weapons, archery equipment, mace, laser pointers, tear gas, BB guns, and sling shots, toy, "fake" or "replica" guns, water guns or any item used with the intent to harm themselves or another person.

**CP.4) BEHAVIOR(S):** Student is prohibited from engaging in any of the following behaviors: conduct in or about any residence halls that poses a threat to the health or safety of themselves, others, or property; behavior that disrupts the normal operations of the residence hall or University and/or infringes on the rights or wellbeing of others; or personal actions that violate any provision of this Agreement, or any rule, regulation, or policy of the University, or any applicable law. The University may immediately terminate the Agreement if Student threatens to harm any person. In addition, a student establishes an unacceptable pattern of misconduct when Student is frequently in trouble, even where the individual offenses are minor. A pattern of recalcitrance, irresponsible conduct or manifest immaturity may be interpreted as a significant disciplinary problem and may result in termination of this Agreement at the University's sole discretion, with twenty-four (24) hours written notice to Student pursuant to the terms of this Agreement.

**CP. 5) EXPECTATION OF PRIVACY:** It is prohibited to make a video recording, audio recording, take photographs, or stream audio/video of any person in a location where the person has a reasonable expectation of privacy, without that person's knowledge or express consent. It is prohibited to make a video recording, audio recording, or stream audio/video of private, non-public conversations and/or meetings, without the knowledge and express consent of all recorded parties. Looking through a hole or opening, into, or otherwise viewing, by means of any instrumentality, the interior of a private location without the subject's knowledge or express consent is prohibited.

**CP.6) SEXUAL HARASSMENT, SEX DISCRIMINATION AND SEXUAL MISCONDUCT:** Title IX of the Educational

Amendments of 1972 and the policies of Academy of Art University prohibit sex discrimination in the University's educational programs and activities as well as the University's admission and employment practices. Sex discrimination includes, but is not limited to, instances of sexual assault, sexual harassment, domestic violence, dating violence and stalking. Academy of Art University's prohibition of sex discrimination includes discrimination based on a student's gender identity, a student's transgender status, pregnancy or parental status. To report an incident of sex discrimination or for more information regarding the University's Title IX policy, please contact the University Title IX Coordinator at (415) 618-3813. For additional information, visit <https://www.academyart.edu/disclosures/title-ix/>.



**CP.7) HARASSMENT:** Members of the University community, guests, and visitors have the right to be free from harassment, which is prohibited. Harassment is defined as conduct that is so severe and/or pervasive, and objectively offensive, and that so substantially impairs a person's access to University programs or activities, that the person is effectively denied equal access to the University's resources and opportunities on the basis of the person's race, color, national or ethnic origin, alienage, sex, religion, age, sexual orientation, gender identity, marital status, veteran status, physical or mental disability, or perceived membership in any of these classifications. "Harassment" includes, but is not limited to, written, verbal, psychological or physical abuse, sexual suggestions or acts, or false accusations.

**CP.8) PROHIBITED ITEMS:** The following items are prohibited in University housing: water beds, lofted beds, microwave ovens (except in rooms/units with kitchens), television/radio antennae placed outside the room/exterior of the building or adjacent grounds, weapons (as specified under "Weapons" under Section CP.3 above), CO2 hazardous chemicals, gasoline, wax candles (with or without a wick), incense, illegal drugs and drug paraphernalia (see Section CP.2 above), hookahs, bongos or other smoking devices, alcoholic beverages, alcohol containers/bottles/cans, automobiles, or vehicles of any kind (or parts, repair tools), accessories for any vehicle, air conditioners, dart boards, halogen lamps, sun lamps, space heaters without a safety feature, weight lifting equipment (including dumb bells), live holiday decorations (including string lights), and inflatable pools. Hot plates, barbecues, coffee makers, toasters, toaster ovens, rice cookers and non-open coiled sandwich/meat grillers, such as a Foreman Grill, waffle iron, or panini press machine, are not permitted within Student's room. Student is only permitted to bring a refrigerator and/or microwave for a room/unit in which these appliances have not been provided by the University in common areas or kitchens. Motorized vehicles (including but not limited to motorcycles, mopeds, Hoverboards, self-balancing scooter boards, two wheeled scooters, Segways, carts, etc.) may not be operated, charged, or stored inside any residence hall. The University reserves the right to determine that an item not mentioned above is prohibited, and to remove or confiscate all prohibited items. The University claims no responsibility for confiscated items. Approved appliances must be UL (Underwriters Laboratories) approved. Only power strips equipped with circuit breakers, surge suppression, and a construction grade cord with a grounded third prong may be used in Student's room.

**CP.9) NOISE:** Quiet hours are established to promote an atmosphere conducive to studying and sleeping. Quiet hours are enforced daily as follows: 10:00 P.M. to 9:00 A.M. During this time, Student is expected to: (a) ensure that noise cannot be heard beyond the confines of Student's room, (b) keep doors closed when entertaining their guests and (c) remain quiet in common areas of the building. Noise and/or music are not to be heard outside windows or in the hallway at any time, night or day. While there are standard quiet hour guidelines, courtesy hours are in effect twenty-four (24) hours per day and require that all sound be kept to a reasonable level without disturbance to other members of the community. Student is expected to communicate with their neighbors if noise is too loud. Additionally, quiet hours are recognized on a twenty-four (24) hour basis during final exam periods.

**CP.10) FIRE SAFETY:** Student is expected to observe fire safety policies and procedures. Misuse (including, but not limited to, false alarms) or damage to fire/emergency equipment (such as fire pull boxes, fire extinguishers, fire doors, fire strobe lighting, fire hoses, smoke detectors and sprinkler systems) is strictly prohibited and will result in disciplinary and/or criminal action as permitted by law. Open flames are prohibited in campus housing. Candles are not permitted in campus housing. Activating false alarms or tampering with or disabling fire equipment is a misdemeanor in the State of California, punishable by up to a year in county jail and/or a fine not exceeding \$1,000. Student is not to hang anything from sprinkler heads. Damage to sprinkler heads may result in flood damage for which Student will be responsible. If a fire alarm sounds, ALL students must exit the facility at the nearest emergency exit. Student will be held responsible for alarms resulting from smoke or fire as they prepare food in kitchen areas. Student must closely monitor food preparation areas at all times while cooking. Participating in any act, which results in a false fire alarm, setting

fires or tampering with fire safety equipment, may result in fines as assessed by the San Francisco Fire Department and/or vendor, termination of this license by the University, at the University's sole discretion, with twenty-four (24) hours written notice to Student pursuant to this Agreement; removal from housing; suspension; and/or expulsion from the University.

**CP.11) SALES & SOLICITATION:** Commercial activity, solicitations, or advertisements (written signs or e-mail messages) are not permitted in the residence halls unless permission has been granted by the University's Department of Housing. Student is prohibited from operating any business or commercial venture out of their room. In the case of fundraising events recognized by the University's campus organizations, approval may be obtained from the University. Announcements and publicity items for residence hall bulletin boards must be submitted to the University and approved prior to posting.

**CP.12) DAMAGE, THEFT, OR VANDALISM:** Each Student will be held accountable for any damages, thefts, or vandalism for which the Student is responsible and will be billed accordingly. Student should notify the University Campus Housing staff immediately if they notice individuals damaging, stealing, and/or vandalizing the facility. Damage by a student's guest will be the responsibility of the student hosting. In the event that individual(s) do not take responsibility for damages, thefts, or vandalism that occurs in the facility, the service amount will be divided among all students in the residence hall community. This amount will be billed to Student's account. Damage resulting from Student's actions, (including, but not limited to, paint overspray on desks or walls, spray adhesive, charcoal dust staining carpets, cuts in furniture from Exacto knives, etc.) will result in damage charges being assessed to Student's account.

**CP.13) KEY/ID SECURITY:** Student is responsible for being in possession of keys and their Student ID at all times. The student is expected to keep their room/apartment door(s) locked at all times. Keys (room, front door, and mail key) and a Student ID will be issued to Student and recorded at the beginning of the term period of this Agreement. The keys and ID may not be transferred, duplicated, or given to other individuals. Lost keys or ID must be reported immediately to the Resident Director. When a key is lost, the lock may be changed and new keys issued. Any student who loses their room key will be billed for the cost of all changes made, including but not limited to the full cost of a replacement key and/or Student ID and the cost to install new room lock(s) and obtain the new key(s). Keys reported to be temporarily mislaid, keys not returned at the end of the use period, or unauthorized duplicate keys turned in at the end of use will result in the new lock(s) and key(s) being created and replacement costs being charged to Student.

**CP.14) LOCKOUTS:** After regular business hours for the University's Housing department, such as in the evening and on weekends, please contact the Resident Assistant on duty if Student is locked out. Student will receive one complimentary lockout outside of the Housing Department's regular business hours each semester. Subsequent lockout(s) will result in a \$20 fine for each additional lockout. Proper photo identification will be required to prove identity during each lockout. Three (3) or more lockouts will result in disciplinary action and a \$75 fee.

**CP.15) SMOKING:** Smoking of any kind is prohibited in all residence halls, owned, or leased. Pursuant to the San Francisco Health Code Article 19F, smoking is not permitted in or within fifteen (15) feet of any facility's exits, entrances, operable windows, or vents. This includes cigarettes, electronic cigarettes ("e-cigarettes"), vaporizers ("vapes"), medical and recreational marijuana, cigars, pipes, and hookahs, whose uses are prohibited in all areas of the residence halls.

**CP.16) PETS:** For health and safety reasons, pets (including fish & livestock) are not permitted in the residence halls. Service and emotional support animals as defined by the Americans with Disabilities Act and the Fair

Housing Act are permitted within University housing following approval by the Director of Housing (see “Disability/Health Relations Accommodations” in Section J above). Proper medical documentation is required and must be submitted prior to the animal’s arrival on campus.

**CP.17) COOKING:** All cooking in the residence buildings must be confined to the kitchen areas. Cooking in rooms without kitchens is not allowed. Kitchens are for use by students only. Student’s are only permitted to bring their own refrigerator and/or microwave for a room/unit in which these appliances have not been provided by the University in common areas or kitchens.

**CP. 18) VISITATION:** Visitors are welcome after consideration is given to the needs and rights of roommate(s). All visitors regardless of whether or not they are University students must be 18 years of age or older, unless they are 16 years of age or older and the sibling of the resident, are required to provide photo identification and sign-in at the residence building front desk. The Student must accompany all visitors at all times while in the residence building. The Student is responsible for their visitors’ compliance with all University policies. Visitation hours are daily as follows: 9:00 A.M. – 12:00 A.M./midnight. Requests for overnight guests must be submitted in writing one week in advance to the University’s Resident Director and are contingent upon roommate and staff approval. Overnight guests must be of the same gender identity as the requesting student. Before having any guest sleep in a common area within a unit (apartments and lofts only), Student must obtain express and unanimous consent from all other students who use that common area in the unit. Sleeping in public areas (e.g., TV/study lounges/common rooms) is not permitted by students and/or guests. Approved non-resident guests may visit no more than three (3) consecutive nights and/or five (5) nights total during an academic semester. No overnight guests are permitted before classes, during finals week, or during intersession. The University’s Department of Housing reserves the right to restrict any guest from the residence halls at any time as determined by Housing, Campus Safety & Security, or the University’s staff.

**CP.19) CARE OF PREMISES:** Student is required to maintain the facilities in a clean and orderly condition and shall not obstruct any of the walkways, hallways, or surrounding premises, and shall not place any signs (including neon signs) or advertising matter in the windows, on windowsill, on the exterior portion of doors, or elsewhere in or on the residence hall or surrounding premises. The student is expected to keep common areas (lounges, kitchens, refrigerators, etc.) clean. University cleaning staff must be permitted into rooms/units as needed for weekly cleaning. Partitions or other alterations including but not limited to installation of alternative tile, countertops, appliances, carpet, built-in cabinets or bookshelves, painting or wallpapering to the facilities may not be made without written approval of the University’s Housing Department. Objects may not be dropped, thrown, or hung from windows. Items placed on fire escapes is prohibited. Entering or exiting from windows, fire escapes, or unauthorized alarmed doors, sitting on windowsills, or leaning out of windows is prohibited. A student may not use rooftops for any reason without specific written authorization from the University’s Department of Housing or a direct order from the Fire Department.

Health and Safety inspections of student units will be conducted monthly, and students will receive advance notice of inspection. This inspection is mandatory. Acceptable health/safety standards include the following: room is generally clean and cared for, floors are free of excess clutter, all food is contained/sealed, and no excess trash in the unit. If the room falls below acceptable health/safety standards, Student will be required to take corrective action within twenty-four (24) hours from the time of notice. If Student fails to comply, the cost for corrective action will be charged to Student and/or disciplinary action may be taken.

**CP.20) FURNITURE:** Furniture supplied by the University must remain in its designated location (room, lounge, kitchenette, etc.). Student may rearrange furniture within their rooms (Blocking or impeding operable window or door egress is a violation of University Housing Policy), but may not disassemble it, exchange it with other students, or move it to another location outside of the room. Furniture not provided by

the University (e.g., Futons, sofas, Papasan chairs, non-University-supplied mattress, bean bags, etc.) are prohibited within the residence halls. Public-area furnishings may not be removed from the public areas or be used in Student's room. The removal of public furnishings is considered theft of property, and community damage charges and/or disciplinary action may result. Sleeping on furniture in public areas (e.g., TV/study lounges) is not permitted.

**CP.21) MAIL SERVICE:** As a courtesy, the University may accept mail on Student's behalf, but it is not obligated to accept packages. The University is not responsible or liable for any damage or theft of mail or packages that it accepts on Student's behalf, nor is the University responsible or liable for the loss or theft of packages delivered to and or left in building lobbies or common areas.

**CP.22) PEST CONTROL:** If Student is having a problem with bugs and pests, please advise the Resident Director of the building to make a report, and the pest control company will provide service upon notification. All rooms will be treated periodically unless a medical documentation from Student's medical provider is given to the University. A student may not refuse service if medical documentation is not on file. If aggressive pest control is necessary, Student may be required to relocate temporarily to another building. It is imperative that Student follows all prescribed instructions in the event that relocation is necessary.

**CP.23) HALL RECREATION:** Playing sports, horseplay, and other athletic or physical recreational activity in the residence halls is strictly prohibited. These include, but are not limited to, wrestling, basketball, baseball/whiffle ball, soccer, football, hockey, golf, roller skating, rollerblading, skateboarding, running, or catch/throwing. All athletic activities are to be confined to areas outside of the residence halls that are designed for that purpose. Student will be responsible for the full cost of any damage due to unauthorized recreational or athletic activities in residence halls.

**CP.24) CURFEW:** The University complies with the City of San Francisco Curfew under Municipal Police Code (SF MPC) Section 539.

**CP.25) PARTIES/SOCIAL GATHERINGS:** Unauthorized parties or social gatherings are prohibited in the residence halls. Student is not permitted to host anywhere in their residential building (including rooms and community space) a number of guests that equals twice the total capacity of Student's room (i.e., a room designated for two (2) students is only permitted to have two (2) guests at any given time within the room or common area). However, units with more than 4 bed spaces, the maximum number of people permitted in any one room is no more than eight (8) people total at a time.

At the discretion of the University's Campus Housing Staff or the Campus Safety & Security Staff, any gatherings may be required to disperse, and all non-residents escorted out of the building.

**CP. 26) FAILURE TO COMPLY:** Failure or refusal to comply with the legitimate directives of a member of the University's Campus Safety and Security, residence hall staff, law enforcement or emergency personnel is prohibited. This includes failure to identify oneself when so requested, dishonesty, failure to attend mandatory meetings, including, but not limited to, student conduct conferences, and residence hall and community meetings; and failure to satisfy the conditions of a sanction imposed as the result of a previous conduct conference.

**P. 27) FALSE INFORMATION AND MISREPRESENTATION:** Student is prohibited from knowingly providing false information and/or making misrepresentations to any University or Housing official, including Campus Safety and Security, residence hall staff, or police/fire/emergency medical personnel.

**CP.28) NON-RETALIATION:** Student has the right to and is encouraged to report potential violations of the University's and Housing's policies. Additionally, Student has the right to pursue both internal disciplinary processes and/or charges through external law enforcement authorities free of any interference or retaliation by any member of the University community. Any retaliation under these circumstances is strictly prohibited and will result in response by the Department of Housing and/or the University that could include, among other things, the immediate imposition of disciplinary measures. Retaliation includes but is not limited to, any conduct that interferes with the alleged victim's ability to pursue the allegations.

**CP.29) INTERIM RESTRICTIONS:** The University's Director of Housing, or their designee, may impose immediate restrictions on Student, pending disciplinary action or medical release from appropriate providers, when deemed appropriate, such as when there are sufficient facts to demonstrate that the Student's continued presence on campus endangers the physical safety or well-being of others or themselves. This includes, but is not limited to, prohibiting or limiting access to a Student's room, and restriction of communications with named individuals. Violations of interim restrictions constitute a serious violation of Housing policy and will result in immediate disciplinary action.

**CP.30) PRIVACY RIGHTS OF STUDENTS' EDUCATIONAL RECORDS:** In accordance with the federal Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g; 34 C.F.R. 99) the California Information Practices Act (California Civil Code Section 1798 et seq.), Article 1, Section 1 of the California Constitution, and all other applicable federal and state laws and regulations that safeguard education records, privacy, and confidentiality, the University policy only allows the release of personally identifiable information to others (except to verify student status) with Student's prior consent or in the case of an extreme emergency or where there is clear and imminent danger to Student, to others, to society, or otherwise as permitted by law. Resident students may submit a FERPA release at the time of their housing application. The release can be revoked by the student at any time through the housing portal.

#### **PART IV – LIABILITY AND CLAIMS/DISPUTES**

**LIABILITY:** To the fullest extent permitted by law, neither the University, the Manager, nor their respective executors, administrators, predecessors, employees, owners, officers, shareholders, directors, partners, associates, agents, attorneys, representatives, successors and assigns, or any parent organizations, subsidiaries, affiliates, or divisions, past, present and future (collectively the "Released Parties"), will be liable to Student or members of Student's family, Student's guests, invitees, licensees or agents, and each of their heirs, beneficiaries, relations, next of kin, executors, administrators, predecessors, agents, servants, employees, attorneys, representatives (collectively, the "Releasers") for any injury, damage, or loss to person or property caused by criminal or other conduct of any person, including, but not limited to, theft, burglary, assault, vandalism or other crimes, or any conflict with Student's roommate(s). The Releasers hereby release the Released Parties from any and all claims, losses, costs, expenses, personal injury, serious bodily harm, up to and including death, damage, or loss to person or property (including any damage or loss to any personal property left in the premises after the Agreement has terminated or expired, including early termination) caused by or associated with theft, burglary, assault or criminal or any other conduct of other persons, vandalism, fire, smoke, rain, flood, water leaks, hail ice, snow, lightning, wind, the presence of moisture or the growth of, or concurrence of, mold or mildew in the assigned bed space, room, premises, and/or property, explosion, surges or interruption of utilities, Student's personal conflict with Student's roommate(s), and for any damage or inconvenience which may arise through repair or alteration of the premises or any other cause whatsoever, **EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE,**

**CONCURRENT OR JOINT**, and the Releasors hereby forever relinquish and acquit the Released Parties from any and all liability therefore. The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to Student. Student is urged to obtain their own property, liability, and accident insurance for all such losses due to such causes. **STUDENT ASSUMES FOR THEMSELF AND ALL OF THE RELEASORS ANY AND ALL RISKS FROM ANY ACCIDENTS, INJURIES, OR SERIOUS BODILY HARM, UP TO AND INCLUDING DEATH, TO THE RELEASORS IN CONNECTION WITH USE OF THE ASSIGNED BED SPACE, ROOM, PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR OTHER AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR STUDENT'S USE, AND AT THE USER'S SOLE RISK.** To the fullest extent permitted by law, Student agrees to indemnify, defend and hold harmless the Released Parties from and against (i) all fines, suits, claims, demand, liabilities, and actions (including costs and expenses of defending against such claims) resulting or alleged to result from any breach, violation or non-performance of any condition in this Agreement and (ii) all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments suffered by, recovered from or asserted against any of the Released Parties on account of accident, illness, injury or serious bodily harm, up to and including death, or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Student, any of the Releasors, or of any other person entering upon the premises or when any such injury or damage is the result, proximately or remotely, of the violation by Student or any of the Releasors of any law, ordinance or governmental order of any kind or of any of the rules and policies included in this Agreement, or when any such injury or damage may in any other way arise from or out of the use by Student or any of the Releasors of the property, **EVEN IF THE SAME IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES**, it being intended that the foregoing indemnity extends to and cover the negligence of such parties. Student specifically agrees to look solely to Released Parties' interest in the Agreement and the income derived therefrom for the recovery of any judgment against the Released Parties, it being agreed that the Released Parties shall never be personally liable for any such judgment, and Student shall not seek or obtain any such judgment. The provisions contained in the foregoing sentences are not intended to, and shall not, limit any right that Student might otherwise have to any suit or action in connection with enforcement or collection of amounts that may become owing or payable under or on account of insurance maintained by the Released Parties. No consequential or punitive damages are recoverable against the Released Parties. With respect to the matters released herein, the Releasors expressly waive any and all rights that they may have under Section 1542 of the Civil Code of the State of California, and any similar provision in any other jurisdiction, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THEM MUST HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEBTOR.**

Student hereby verifies that Student understands and acknowledges the significance and consequence of this waiver of the provisions of Section 1542 and hereby assumes full responsibility for any damage, loss, liability which any of the Releasors may hereinafter incur by reason of such waiver. This section shall survive the expiration or early termination of this Agreement.

**CLAIMS AND DISPUTES: PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES STUDENT TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE UNIVERSITY**

AND/OR THE MANAGER AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM THE UNIVERSITY AND/OR THE MANAGER.

Student agrees that any dispute (with the exception of a “borrower defense claim” as defined in 34 C.F.R. § 685.222) arising out of or relating to the terms of this Agreement or Student’s use of the assigned bed space, room, premises, the properties, or the properties’ facilities (collectively, “Disputes”) will be governed by the arbitration procedure outlined below.

Governing Law: Except as otherwise required by applicable law, the terms of this Agreement and the resolution of any Disputes shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws principles.

Informal Dispute Resolution: The University and the Manager want to address Student’s concerns prior to initiation of legal proceedings on a dispute arising from or related to this Agreement. Before filing a claim against the University and/or the Manager, Student agrees to try to resolve the Dispute informally by contacting the Director of Housing, [housing@academyart.edu](mailto:housing@academyart.edu). The

University and/ or the Manager will try to resolve the Dispute informally by contacting the Student through email. If a dispute with the University and/or the Manager is not resolved within 30 days after submission, Student, the University or the Manager may bring a formal proceeding.

Both Parties Agree to Arbitrate: In the event that the parties are not able to resolve the Dispute, Student, the Manager and the University agree to resolve any Disputes through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

Opt-out of Agreement to Arbitrate: Student can decline this agreement to arbitrate by contacting the Director of Housing, [housing@academyart.edu](mailto:housing@academyart.edu) within 30 days of first accepting the terms of this Agreement and stating that Student (include your first and last name) declines this arbitration agreement.

Arbitration Procedures: The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where Student lives, works, San Francisco, California, or any other location the parties agree to.

Arbitration Fees: The AAA rules will govern payment of all arbitration fees. The University will pay all arbitration fees for claims against the University for less than \$75,000. The University will not seek its attorneys’ fees and costs in arbitration unless the arbitrator determines that Student’s claim is frivolous.

Exceptions to Agreement to Arbitration: Student, the Manager or the University may assert claims, if they qualify, in small claims court in San Francisco (CA) or any United States county where Student lives or works. Any party may bring an application for interim relief pending exhaustion of the arbitration in order to preserve the status quo or prevent irreparable harm before the matter can be heard in arbitration.

No class actions: Except as otherwise specified regarding Borrower Defense Claims, Student may only resolve Disputes with the University and/or Manager on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, or other representative actions, and consolidation with other arbitrations are not allowed under this Agreement.

Application to Borrower Defense Claims: The University agrees that neither it nor anyone else will use this Agreement to stop Student from bringing a lawsuit concerning the University’s acts or omissions regarding the making of the Federal Direct Loan or the provision by the University of educational services for which the Federal Direct Loan was obtained. Student may file a lawsuit for such a claim or Student may be a member of a class action lawsuit for such a claim even if they do not file it. This provision does not apply to lawsuits concerning other claims. The University and Student agree that only the court is to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained.

Limitation on class action ban: The University agrees that neither it nor anyone else will use this Agreement to stop Student from being part of a class action lawsuit in court. Student may file a class action lawsuit in

court or Student may be a member of a class action lawsuit even if they do not file it. This provision applies only to class action claims concerning the University's acts or omissions regarding the making of the Direct Loan or the provision by the University of educational services for which the Direct Loan was obtained. The University and Student agree that only the court is to decide whether a claim asserted in the lawsuit is a claim regarding the making of the Federal Direct Loan or the provision of educational services for which the loan was obtained. Judicial Forum for Disputes: Except as otherwise required by applicable law, in the event that the agreement to arbitrate is found not to apply to Student or Student's claim, Student, the Manager and the University agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of San Francisco County, California. Each the Student, the Manager and the University consent to venue and personal jurisdiction there. All parties agree to waive their respective right to a jury trial.

Limitation on Claims: Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the terms of this Agreement or Student's enrollment at the University must be filed within four (4) years after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

#### **PART V: STUDENT'S ACKNOWLEDGEMENT AND ACCEPTANCE**

I hereby acknowledge that I have received and read, and I understand and agree to the terms and conditions contained in the Housing License Agreement. If I violate any of the terms of this document, I understand that I would be in breach of this Agreement. Such violation may, at the University's sole discretion, cause me to be disciplined (including educational assignments, including, but not limited to, community service, reflection papers, or other projects), fined, and/or may cause the University to revoke the license to use a bed space conferred by this Agreement.

I hereby authorize a signature submitted by me, by facsimile or other electronic transmission, to be as valid and binding as my original signature. Along with this License Agreement, I am submitting Five Hundred Dollars (\$500) to be used for the deposit required by the Agreement. I agree to pay the total amount due under this Agreement on or before the license start date applicable to each semester.

I have also read and understand the Liability and Claims and Disputes provisions above.