

CALARTS RESIDENCE LIFE SUMMER HOUSING LICENSE AGREEMENT 2017

Student's name: _____
LAST FIRST MIDDLE INITIAL

Preferred Name: _____ CalArts ID #: _____

Birthdate: _____ Gender: _____ Email: _____

Permanent address: _____
NUMBER, STREET AND APT. #

CITY STATE/COUNTRY ZIP CODE PHONE CELL

Emergency Contact: _____
LAST FIRST RELATIONSHIP

ADDRESS NUMBER, STREET AND APT. #

CITY STATE/COUNTRY ZIP CODE PHONE CELL

Ahmanson Hall \$1050 (\$850 Housing Fee + \$200 Refundable Deposit)

Check-in Saturday May 20, 2017 1 pm-5 pm. Housing facilities are not available for early check-ins.

Check-out Saturday June 24, 2017, 9 am-12 pm.

SUBMISSION INSTRUCTIONS:

- Pay \$200 deposit via Extended Studies website (extendedstudies.calarts.edu)
- Send completed Summer Housing License Agreement by email to residencelife@calarts.edu or mail to CalArts Residence Life, 24700 McBean Parkway, Valencia, CA 91355
- Spaces are limited and will be secured on a first come, first served basis. Applications received after all spaces are filled will be placed on a waiting list. If spaces becomes available, waiting list applications will be secured in order received.
- The \$850 housing fee may be paid upon acceptance to the Summer Residency and must be received no later than the May 1 payment deadline. Please see Extended Studies website for payment options.
- Applicants not accepted to the Summer Residency will be refunded the \$200 deposit.
- The Summer Housing License Agreement must be signed by the student named in the application and by a parent or guardian if the student is under 18 years of age (California law applies).

DISABILITY-RELATED HOUSING ACCOMMODATION: Inquiries should be made directly to Assistant Dean of Student Affairs, Maria-Victoria Perez (m-vperez@calarts.edu). Please indicate that you are a Summer Residency/Session applicant. Appropriate documentation is required for consideration of accommodation requests. Upon review of the Student's documentation, a recommendation will be made to Residence Life regarding the Student's needs. Please submit your documentation as early as possible to allow appropriate review time. Approval of accommodation requests is not guaranteed.

Student (and parent or guardian if student is under 18 years of age) hereby applies to the Institute for a license to use assigned residential living space on the Institute's campus and certifies that having read and understood the Summer Housing License Agreement, that the statements made herein are true and correct and that any misrepresentation of false statements appearing hereon are material to the Summer Housing License Agreement and would constitute breach thereof.

SIGNATURE OF STUDENT DATE

SIGNATURE OF PARENT/GUARDIAN (IF STUDENTS IS UNDER 18) DATE

For office use only

DATE RECEIVED PRIORITY CODE

RECEIPT NUMBER/DATE AMOUNT \$

The Summer Housing License Agreement ("*Agreement*") is entered into by and between the student whose name appears on the Agreement (and such person's parent or guardian, if the student is under 18 years of age) (*collectively, the "Student"*) and the California Institute of the Arts, a California nonprofit public benefit corporation (*the "Institute"*), who agree as follows:

1. REVOCABLE LICENSE

- 1.1 ROOM LICENSE This Agreement is a revocable license, which grants to the Student permission to use an assigned residential living space (a "*Room*") in one of the Institute's two student-housing facilities ("*Resident Halls*") on campus. Such license is personal to the Student, and therefore the Student is prohibited from transferring or assigning Student's Room, or any other right and interest in this Agreement, to any other person.
- 1.2 USE The primary purpose of the Residence Hall is to function as a living space, conducive for all students to live, sleep and study, and the Student shall use the Residence Hall and occupy the Room accordingly.

2. RULES AND POLICIES

- 2.1 APPLICABLE RULES AND POLICIES The Student agrees to comply with all rules and policies of the Institute relating to the Student's use and occupancy of the Room and common areas of the Residence Hall, as such rules and policies may be revised from time to time. Such rules and policies are included without limitation in this Agreement, which the Student acknowledges receiving by their initials and signing this Agreement.
- 2.2 SCOPE AND ENFORCEMENT OF RULES All of the Institute's rules and policies described in Section 2.1 above are incorporated herein by this reference. If any inconsistency exists between such rules and policies and this Agreement, the provisions in this Agreement shall prevail. Any changes and additions to such rules and policies shall become effective and binding on the Student as of the date they are posted in Student's Residence Hall or are otherwise officially announced by the Institute. The Student's violation of such rules and policies shall be considered a breach of the Agreement and may result in the loss of housing.

3. ROOM CHARGES

- 3.1 FEES FOR SUMMER HOUSING (*the "Housing Fee"*)
Ahmanson Hall: \$850 single occupancy room/apartment + \$200 deposit
Note: Housing Fee does not include the cost of a meal plan.
- 3.2 BILLINGS AND PAYMENT Payment in full is required with submission of this Agreement.
- 3.3 HOUSING FEE The Student is financially responsible for the entire Summer Housing Fee.
- 3.4 NOTIFICATION OF CANCELLATION Students may cancel a reservation by submitting written notice no later than May 1, 2017. Cancellation requests received before this date will be refunded the \$850 Housing Fee. Cancellations received after this date will not be refunded the \$850 Housing Fee or \$200 security deposit.

4. ROOM ASSIGNMENTS

- 4.1 ASSIGNMENTS AND REASSIGNMENTS The rooms in Ahmanson Hall are designed for one student per bedroom. The Institute reserves the right to reassign the Student to different rooms at any time for any reason deemed appropriate by the Institute in its sole and absolute discretion. The Residence Life Office reserves the right to make temporary assignments and accommodations as well.
- 4.2 LIFESTYLE INCONSISTENCY; INSTITUTE'S TERMINATION RIGHT The Institute reserves the right to terminate this Agreement if in its sole and absolute discretion, including without limitation that the Student has a lifestyle inconsistent with the requirements of group living.
- 4.3 USE OF OTHER ROOMS AND AREAS The Student is not permitted to use or enter into any rooms assigned to other students without such other students' consent and/or the consent of the Residence Life Office. Further, the Student is never allowed to enter or use any part of the Residence Hall not designated for Student use.

5. TERM AND TERMINATION

- 5.1 TERM The term of this Agreement, and the Student's revocable license to occupy space within the Residence Hall, shall commence on May 20, 2017 and shall terminate on June 24, 2017 at noon (*the "Term"*). The Student must vacate the Room by the end of the Term.
- 5.2 EARLY TERMINATION BY THE INSTITUTE The Institute shall have the right at its option (and in addition to other available remedies) to terminate this Agreement and revoke the Student's right to occupy the Room at any time after written notice to the Student (*the "Notice of Termination"*), and/or to terminate or to suspend any of the rights and privileges of the Student under this Agreement, for any of the following reasons:
 - 5.2.1 Monetary Breach A failure of the Student to pay money due under or as a consequence of this Agreement, unless such payment is made within three days after the Institute's delivery of the Notice of Termination;
 - 5.2.2 Non-Monetary Breach A violation by the Student of any of the other terms and conditions of this Agreement, including the rules, regulations and policies incorporated by reference in Section 2, above, unless such violation is, in the Institute's sole judgment, curable and the Student does cure such violation to the Institute's satisfaction within the period of time specified in the Notice of Termination;

5.2.3 Health, Safety, General Welfare or Emergency If the Institute finds, in its sole discretion, that such action is appropriate for reasons of health, safety, general welfare of its students or an emergency (unless such matter is, in the Institute's sole judgment, curable and the Student cures such matter to the Institute's satisfaction within the period of time specified in the Notice of Termination). Since each of the Residence Hall is a group living situation in which students are assigned Rooms as well as roommates, the Student agrees to respect the rights of other students and to behave in a manner conducive to a harmonious living environment as determined by the Institute. The Institute may therefore terminate this Agreement for general welfare purposes if the Student demonstrates an ongoing inability to abide by the requirements for such group living;

5.3 CONSEQUENCE OF TERMINATION If the Student fails to timely remedy the breach or violation described in the Notice of Termination, or if the Notice of Termination provides that the Student's breach or violation is non-curable, the following shall apply: (1) the Student shall vacate the Room and the Residence Hall at the time set by the Institute; (2) the Institute shall retain the Room deposit as liquidated damages for the Student's failure to perform the obligations under this Agreement; (3) the Institute shall be entitled to retain (or obtain from the Student if paid in installments) the Student's Room Fees; and (4) the Institute will assess the Student those damage charges applicable under this Agreement (if any), to the extent they exceed the amount of the Room deposit, provided the Institute has completed the established check-out procedure and the Student has settled in full all accounts and debts owing to the Institute. The Student hereby agrees that the liquidated damages fee noted above covers a portion of the Institute's costs resulting from the Student's failure to fulfill the terms of this Agreement, and that such fee is reasonable and accepted as liquidated damages caused by such circumstances because it is impractical and difficult to determine the exact amount of damage resulting from the Student's breach or violation.

STUDENT INITIALS: _____

6. SECURITY DEPOSIT

6.1 APPLICATION OF SECURITY DEPOSIT Student has deposited with the Institute the sum of \$200 as security for the full performance by Student of all the terms, covenants and conditions of this Agreement. The Institute has the right to claim from such security deposit such amounts thereof as are reasonably necessary (1) to repair any damages to the Residence Hall common areas or Room caused by the Student, (2) to clean the Room upon termination of this Agreement, (3) to reimburse the Institute for the cost of any lost keys, and (4) as an offset against any other sums owed by the Student to the Institute.

6.2 REIMBURSEMENT OF DEPOSIT If the Institute claims any amounts of such security deposit during the Term for any of the purposes described above, the Student shall immediately pay to the Institute a sum equal to such amounts as have been claimed by the Institute for purposes of restoring the security deposit in full.

6.3 COMMINGLING OF FUNDS; NO INTEREST The Institute may commingle any security deposit with its own funds and shall have no obligation to pay any interest on the security deposit. The Institute reserves the right to increase the amount of the security deposit for the following school year. Within 21 days after the Student vacates the Room, the Institute shall provide the Student with an itemized statement of the amount of the security deposit received and the amounts utilized by the Institute as provided in Section 6.1 and return any remaining security deposit to the Student.

7. GUEST POLICY

7.1 OVERNIGHT GUESTS The student is not permitted to have any guests stay overnight in the Residence Hall during the term of this Agreement. Students may have daytime visitors within the Residence Hall and must adhere to the rules and policies as listed below in Section 7.2.

7.2 GUEST RESPONSIBILITIES AND REMOVAL The Student is solely responsible for any personal injury or property damage to the Institute, its employees and students and third parties resulting from the acts and omissions of the Student and/or the Student's Guests, and the Student must remain in the company of their Guests at all times during the Guests' visits to the campus. Any student residing in the Residence Hall may request that the Student's Guests leave, pursuant to the Residence Life Guest Policy. Further, the Institute reserves the right to immediately remove from campus any Guest who uses illegal substances, becomes intoxicated, or verbally or physically abuses a registered student or employee of the Institute.

8. DEADLINE TO VACATE; FEE FOR DELAY

8.1 VACATION OF ROOM UPON VARIOUS EVENTS If the Student withdraws from school while classes are in session, the Student must vacate the Room within three days from the last date of class attendance. The Student must vacate the Room within three days after a termination of this Agreement by the Institute under Section 5 above. In any event, the Student must vacate the Room at the end of the Term, and check-out on Saturday June 24, 2017 by 12pm.

8.2 FEE FOR DELAY IN VACATING If the Student has not vacated the Room and properly checked out by the applicable withdrawal date, the Student will be charged a rate of \$200 per night until the Student does so.

9. CASUALTY AND OTHER EXIGENCY

9.1 TERMINATION OF AGREEMENT ON CASUALTY, ETC. If the Room or other portions of the Residence Hall are destroyed or become unavailable as the result of a casualty (e.g., fire, earthquake, natural disaster), condemnation or other conditions not reasonably foreseen or outside of the Institute's control (including but not limited to the need for the Institute to comply with state or federal law and interruptions of basic services), the Institute shall have the right and option to terminate this Agreement on not less than three days notice to the Student. In such event, the Student will be entitled to a pro rata refund of any Housing Fees applicable to periods after the Student is required to move out of the Room, as the Student's exclusive remedy.

9.2 PERSONAL PROPERTY The Institute shall not be responsible or liable directly or indirectly for loss of or damage to personal property resulting from fire, flood, electrical outages, theft, or any other cause which occurs in the Room or Residence Halls prior to, during, or subsequent to the Term of this Agreement, even if the damage is alleged to have arisen out of the negligence of the Institute or its agents. The Student should review the property insurance coverage to ascertain the status of the Student's coverage while living in the Room, particularly noting the presence or absence of a coverage clause for mysterious disappearance (i.e. loss

where physical proof is not available). The Institute recommends that the Student purchase "renter's insurance" to cover the loss of or damage to their personal property. The Institute has no responsibility and provides no insurance or financial protection for the Student's personal property.

10. INDEMNIFICATION

The Student shall indemnify, defend and hold harmless the Institute and its officers, agents and employees from any and all liability, claims, loss, damages and expenses (*collectively* "Loss"), including attorney's fees and costs, arising by reason of any injury, loss or damage to person or property from any cause whatsoever, arising out of the Student's or Student's Guest's use or occupancy of the Room and/or Residence Hall or breach of this Agreement, except to the extent such Loss arises out of the sole gross negligence or intentional misconduct of the Institute or its officers or employees.

11. GENERAL PROVISIONS

- 11.1 **NO TAXABLE POSSESSORY INTEREST** This Agreement only grants the Student a revocable license to use whatever Room the Residence Life Office assigns to the Student. This Agreement does not create a taxable possessory interest. The Institute is a private institution, and therefore the Room may not constitute as qualification for any California State Renter's Credit.
- 11.2 **KEYS** Keys are for the Student only and shall not, under any circumstances, be loaned, borrowed or otherwise relinquished to any other individual. The Student is prohibited from duplicating or modifying keys. The keys are the property of the Institute and the Student must return the keys at the end of the Term. Loss of keys will result in a lock change at the Student's expense.
- 11.3 **MAINTENANCE OF ROOM** The Student agrees to maintain in a clean and safe condition, the Student's Room (*including the area directly outside of the doors and the patio areas*) and to leave the Room in a clean and orderly condition at the end of the Term.
- 11.4 **EXTERIOR ROOM DOORS** Students may only have dry erase boards on the outside of their room door. Any other items such as, but not limited to, stickers, bulletin boards, paper, and posters are not permitted.
- 11.5 **DRUGS PROHIBITED** The Student's use, possession or distribution of illegal drugs, simulated drugs or drug paraphernalia, or any other violation by the Student of the Institute's Alcohol and Drug Policy, constitutes a material breach of this Agreement, which entitles the Institute to, among other things, terminate this Agreement and require the Student to vacate their Room within three days after applicable notice.
- 11.6 **INSTITUTE'S RIGHT OF ENTRY** The Institute and its authorized agents and employees may enter the Student's Room at any time (1) with advance notice to make necessary or desirable inspections (which shall occur on a regular basis) and for maintenance and repairs and (2) with or without notice for the security of the Student and other students, for health, safety and emergency purposes, for administrative necessity, and to investigate when the Institute's authorized agents and employees believe in good faith, that they have a reason to suspect that a violation of Institute policies may be occurring. **THUS, THE RESIDENCE LIFE DIRECTOR AND THE DIRECTOR'S REPRESENTATIVES HAVE THE RIGHT TO ENTER A STUDENT'S ROOM AT ANY TIME WITHOUT ADVANCE NOTICE WHEN THE INSTITUTE'S REPRESENTATIVES, INCLUDING WITHOUT LIMITATION THE RESIDENCE LIFE DIRECTOR, HAVE A REASON TO SUSPECT THAT ILLEGAL SUBSTANCES, WEAPONS, AMMUNITION, EXPLOSIVES, FIREWORKS, FLAMMABLE MATERIALS, AND OTHER CONTRABAND MAY BE IN THE ROOM. UNDER SUCH CIRCUMSTANCES, IT IS NOT NECESSARY THAT A STUDENT BE PRESENT, NOR WILL A STUDENT'S REFUSAL, EITHER VERBAL OR PHYSICAL, PREVENT AN ENTRY OR INSPECTION. BY EXECUTING THIS AGREEMENT, THE STUDENT IRREVOCABLY CONSENTS TO SUCH ENTRY AND INSPECTION OF THE ROOM. IN ADDITION, THE STUDENT AGREES THAT THE INSTITUTE, ITS AUTHORIZED AGENTS AND EMPLOYEES MAY CONFISCATE AND NOT RETURN ANY ITEM OR SUBSTANCE WITHIN THE STUDENT'S ROOM OR RESIDENCE HALL IF THEY REASONABLY DETERMINE THAT SUCH ITEM OR SUBSTANCE IS ASSOCIATED WITH OR EVIDENCES A VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAW OR THE INSTITUTE'S RULES AND POLICIES.**
- 11.7 **DOORS AND SHADES** The Student is responsible for keeping doors to their Room locked at all times, and keeping the shades drawn in the evening.
- 11.8 **NO WATERBEDS** Waterbeds are NOT permitted within the Student's Room.
- 11.9 **NO ANIMALS** Animals are prohibited in the Residence Halls and Student Rooms at all times. This prohibition shall apply to pets and animals belonging to the Student and to Student's guests/visitors to the Room, regardless of the length of the visit.
- 11.10 **VEHICLES REGULATION WITHIN RESIDENCE HALLS** Mopeds and other motorized vehicles are prohibited within the Residence Hall and in the Student's Room. Skateboards, bicycles, roller skates, rollerblades, etc. may not be ridden in the Residence Hall, any/all areas considered Residence Hall property, or any other building on campus, including the pool area.
- 11.11 **ALTERATIONS** The Student shall not make any alterations or improvements to their Room without the prior written permission of the Institute, which it may withhold in its sole and absolute discretion. Alterations and improvements which require the Institute's permission include, but are not limited to, the following: painting, wallpapering or other changes to the walls or ceiling, removing closet doors or window screens, installing shelves or flooring, installing deadbolt locks and making any changes or modifications to the existing furniture. Any approved alterations and improvements shall become the property of the Institute, and shall not be removed upon the expiration of the Term. If the Student makes any unauthorized alterations or improvements, the Institute shall have the right and option to require the Student to return the Student's Room to its prior condition, at no cost to the Institute, or the Institute may do so at the Student's expense.
- 11.12 **SMOKING RESTRICTIONS** Smoking is prohibited anywhere in the Residence Halls, including public areas (e.g. balconies, stairwells, etc.). Smoking is allowed 25 feet away from buildings or further if residents in surrounding rooms or facilities are bothered by the smoke. Violators are subject to fines.
- 11.13 **FIRE CODE/FURNITURE** Students are responsible for making sure any drapes, fabric-covered furniture, or any fabric used for

decorative purposes brought into the room or suite are "fireproofed". The fabric-covered furniture must have a tag that states they are in compliance with fire regulation 117 or 133.

- 11.14 NOISE "Quiet Hours" are from 11 p.m. to 9 a.m. seven days a week. At all times there shall be NO loud noises that are disruptive or inconsiderate to other students. To ensure an environment conducive to community living, residents are responsible for monitoring their personal noise level. Consistent violators of quiet hours will incur a \$35 violation fee and/or be asked to vacate the premises. All remaining hours of the day are considered courtesy hours in which all noise must be kept to a level which is respectful to other residents in the building. Residents are asked to comply with reasonable requests from their peers regarding noise.
- 11.15 ALCOHOL Alcohol is not allowed in any of the public areas of the Residence Halls. Students under the age of 21 may not purchase, use or have alcohol in their possession. If the Student is of legal age in the State of California to purchase, consume and possess alcoholic beverages, the Student may do so only in the confines of the Room. Alcoholic beverages shall be sealed for transportation to and from the Student's Room. The purchase and sale of alcoholic beverages is prohibited in the Residence Halls. No person shall provide any alcoholic beverages to any person not of legal age for possession or consumption of such beverages.
- 11.16 NO RESPONSIBILITY FOR ELECTRICAL OVERLOAD There is minimal electrical wattage available for each Room. Therefore, any additional equipment such as phone answering machines, fax machines, computers, printers, refrigerators, televisions, stereos etc. may cause an electrical overload. The Institute will NOT be responsible for damage to equipment due to electrical overloads.
- 11.17 VACATING ROOM; DISPOSITION OF PERSONAL PROPERTY When the Student vacates the Room and Residence Halls at the end of the Term, or upon cancellation or termination of this Agreement, the Student must remove all personal property and shall leave the Room, its furnishings, fixtures, and any appliances in as good an order and condition as the same were upon commencement of the Student's occupancy, with reasonable wear and tear excepted. The Student acknowledges that items left in the Room, or elsewhere in the Residence Halls, after vacating or termination of this Agreement shall be deemed to be abandoned property and may be immediately disposed of by the Institute, in its sole discretion. Any costs incurred by the Institute associated with such disposal will be the financial responsibility of the Student. There is no obligation on the part of the Institute to store any items deemed as abandoned in the Room, or elsewhere in the Residence Halls, nor to reimburse the Student for any loss.
- 11.18 MEGAN'S LAW NOTICE The California Department of Justice, sheriff's departments, police departments serving 200,000 or more and many other law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. More specific information can be accessed at meganslaw.ca.gov.
- 11.19 NON-WAIVER The Institute's waiver of any breach of a term or condition of this Agreement shall not constitute the Institute's waiver of any subsequent breach.
- 11.20 APPLICABLE LAW AND VENUE This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed therein. The Student agrees to submit to the jurisdiction of the federal and state courts in Los Angeles County, California, for the resolution of any disputes arising hereunder.
- 11.21 ATTORNEYS FEES The Student agrees to pay all attorney's fees and costs in any action relating to this Agreement, including but not limited to any action to recover possession of the Room.
- 11.22 INTEGRATION This Agreement (*including the Institute's incorporated rules and policies*) represents the entire agreement and understanding between the parties concerning the Student's right to use the Residence Hall and the Room, and all other agreements of any nature, oral or written, express or implied, are superseded by this Agreement.
- 11.23 COUNTERPARTS This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be considered a single instrument.
- 11.24 CERTIFICATION Student certifies that having read and understood the Summer Housing License Agreement 2017 that the statements made in the application are true and correct; and understands that any misrepresentations or false statements appearing hereon are material to this Agreement, and would constitute breach thereof.

This agreement is executed as of the day and year set forth below:

STUDENT'S PRINTED NAME

SIGNATURE OF STUDENT

DATE

PARENT/GUARDIAN'S PRINTED NAME

SIGNATURE OF PARENT/GUARDIAN (IF STUDENT IS UNDER 18)

DATE

California Institute of the Arts is a California nonprofit public benefit corporation.

For office use only

BY

DATE