

WOODBURY UNIVERSITY

2009-2010 STUDENT HOUSING LICENSE AGREEMENT

Name of Student: _____
Last Name First Name Middle Initial

Permanent Address
(Do NOT use Woodbury address) _____
Street Address City/Town State Zip Code

Email Address _____

Phone Number _____ Fall Class Standing _____

Date of Birth _____ Gender _____

Please print clearly.

I. Agreement

This Agreement sets forth the terms and conditions of a revocable personal non-exclusive license for the entire 2009-2010 academic school year by and between Woodbury University, hereinafter referred to as "University" and the above named student, hereinafter referred to as "Student", pursuant to which University grants Student permission to use an assigned residential living space (a "Room") in University housing facilities, including Residence Halls, the Oakwood World Apartments, Providencia Apartments, Avalon/Promenade Apartments, or any other housing facility that is contracted by University for student housing purposes.

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

II. Enhancement of Educational Experience

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

III. Assignments and Housing Fees

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

North Hall: Triple at \$5,090 per year Double at \$5,592 per year Single at \$7,305 per year	South Hall: Quad at \$3,834 per year Double at \$5,592 per year Single at \$7,604 per year
Providencia Apartments* Double at \$6,234 per year. Single at \$10,806 per year.	Oakwood Apartments** \$17,213.00 per year for a one-person studio

Rates for off campus apartments are subject to change.

*Cost for the **Providencia Apartments** includes rent and utilities. Phone, cable and internet may be provided at additional cost to the student.

Cost for the **Oakwood Apartments includes rent, utilities, cable and basic phone service. Internet may be provided at additional cost to the student.

***Cost for the **Promenade/Avalon Apartments** (if available) does not include utilities. Residents will be billed for utility usage which will be determined by dividing the monthly cost of utilities by the number of residents in the apartment unit. Phone, cable and internet may be provided at additional cost to the student.

Student has deposited with University the sum of \$250.00 as security for the full performance by Student of all the terms, covenants and conditions of this Agreement. University has the right to claim such amounts thereof as are reasonably necessary (1) to remedy Student's failure to timely pay Housing Charges and other sums required by University, (2) to repair any damages to the common areas or Room caused by Student, (3) to clean the Room upon termination of this Agreement, (4) to reimburse University for the cost of any lost keys and (5) as an offset against any other sums owed by Student to University.

IV. Meal Plan

As a condition to the license granted hereby, Students living in Residence Halls shall enter into a separate meal plan agreement under which meals shall be provided by University. All Students who are assigned a Room in a Residence Hall are required to select one of the Meal Plans and shall pay for meal charges pursuant to the terms of the selected

Meal Plan Agreement. Students living in Oakwood World Apartments, Providencia Apartments, Avalon/Promenade Apartments or other housing facilities may, but are not required, to purchase a meal plan. Student shall have the one time right to apply for a modification of his/her selected Meal Plan, without charge, during the first week of each semester. Student's termination of his/her meal plan agreement after the first week of the semester but prior to the ninth week of his/her total semester will result in a food service charge of 15% of his/her total semester meal plan charge plus a prorated charge for meals served through date of termination. Students who terminate the meal plan agreement on or after the ninth week of the semester will be responsible for the total semester meal plan charge.

V. Agreement Period

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

Fall Semester:

- Students attending Thursday, August 20, 2009 SOAR (Out of state /International student only) may move into Rooms starting at 12:00 Noon on Monday, August 17, 2009.
- Residence Halls open for New Students at 12 Noon on Friday, August 21, 2009.
- Residence Halls open for Returning Students at 12 noon on Saturday, August 22, 2009.
- Residence Halls close at 12:00 Noon on Saturday, December 12, 2009.

Spring Semester:

- Residence Halls open at 12:00 Noon on Saturday, January 9, 2010.
- Residence Halls close at 12:00 Noon on Sunday, May 9, 2010.

The use and occupancy of the Rooms in the Oakwood World Apartments, the Providencia Apartments, Avalon/Promenade Apartments, or other University Housing Facilities shall be on the same schedule as the Residence Hall Rooms.

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

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

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

In the event this Agreement is terminated by Student or is terminated or revoked by University as a result of a default by Student as set forth above, Student will pay the following termination Housing Charges: (i) no charge if the termination occurs on or before the first week of the semester; (ii) 15% of the total semester Housing Charge, plus prorated weekly Housing Charge through the date of termination, if the termination occurs after the first week of the semester and on or before the ninth week of the semester, and (iii) the total semester Housing Charge, if the termination occurs during or after the ninth week of the semester. Students who cancel their License Agreement after July 31, 2009 will forfeit their housing deposit. IF UNIVERSITY TERMINATES THIS AGREEMENT FOR ANY OF THE REASONS SET FORTH ABOVE, SUBJECT TO ANY APPLICABLE PROVISIONS IN THE AGREEMENT BELOW, ANY UNUSED PORTION OF THE HOUSING CHARGE SHALL BE DEEMED FORFEITED BY STUDENT AND SHALL BE DEEMED LIQUIDATED DAMAGES OWED TO UNIVERSITY AS A RESULT OF STUDENT'S BREACH OF THIS AGREEMENT. STUDENT AGREES THAT FORFEITURE OF THE UNUSED HOUSING CHARGE IS REASONABLE BECAUSE DURING THE TERM IT MAY BE DIFFICULT FOR UNIVERSITY TO LOCATE ANOTHER STUDENT WILLING TO OCCUPY STUDENT'S ROOM, AND IT IS THEREFORE IMPRACTICAL OR EXTREMELY DIFFICULT TO DETERMINE UNIVERSITY'S ACTUAL DAMAGES UPON STUDENT'S BREACH OF THIS AGREEMENT.

VI. Duration of License:

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

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

- a. Academic disqualification;
- b. Financial disqualification;
- c. Graduation;
- d. Marriage;
- e. Pregnancy; and
- f. Extreme hardship.

To be eligible to be considered by University for such waiver, Students must fill out the Petition for Cancellation of Student Housing License Agreement and Meal Plan Agreement form in order for University to evaluate whether to release Student from his/her financial obligations under the Housing License Agreement and/or Meal Plan Agreement. Approved releases from this Agreement for the reasons stated above will subject Student to a \$500.00 cancellation fee. Withdrawals taking place without University's approval will subject Student to payment of the Housing Charges due

under this License Agreement in accordance with the provisions of Article V. University's termination of the revocable license granted herein as a result of Student's default of any of his/her obligations under this Agreement shall not be deemed to relieve Student from his/her payment obligations, except as set forth above or in Article V.

NOTWITHSTANDING THE PRECEDING PROVISIONS OF THIS AGREEMENT, THE EARLY TERMINATION PRIVILEGE SET FORTH IN THIS PARAGRAPH VII SHALL NOT APPLY TO STUDENTS OCCUPYING ROOMS IN THE OAKWOOD WORLD APARTMENTS, THE PROVIDENCIA APARTMENTS OR ANY OTHER HOUSING FACILITY THAT IS CONTRACTED BY WOODBURY UNIVERSITY ON BEHALF OF ITS STUDENTS, IT BEING UNDERSTOOD AND AGREED THAT UNIVERSITY HAS ENTERED INTO FINANCIAL OBLIGATIONS WITH THE OWNER OF THE OAKWOOD WORLD APARTMENT, THE PROVIDENCIA APARTMENTS OR SUCH OTHER HOUSING FACILITY IN RELIANCE UPON STUDENT'S USE AND OCCUPANCY OF THE ROOM.

VII. Indemnification

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

VIII. Maintenance and Housekeeping of Premises

- a. University shall provide Student with furnishings in the condition noted on the Room Condition Report. Student agrees to give reasonable care to his/her occupied Room and common area and its furnishings and to make payment for any damage or loss promptly upon demand by University. Student is responsible for keeping doors to their Room locked at all times and keeping the shades drawn in the evening. Student shall vacate the Room in good order and repair, normal and reasonable wear and tear accepted. In the event Student fails to leave the Room in good order and repair, Student shall pay University's incurred costs for returning the Room and common area to a condition of good order and repair. Additional charges shall be assessed to Student for extra cleaning or repairs.
- b. Student shall make no alteration to the Room without written permission from University's Office of Residence Life, which it may withhold in its sole and absolute discretion. Alterations and improvements which require University's permission include, but are not limited to, the following: painting, wallpapering or other changes to the walls or ceilings, removing closet doors or window screens, installing shelves or flooring, installing deadbolt locks and making any changes or modifications to the existing furniture. Any approved alterations and improvements shall, at University's election, become the property of University, and shall not be removed upon the expiration of the Term. If Student makes any unauthorized alterations or improvements, University shall have the right and option to require Student to return Student's Room to its prior condition, at no cost to University, or University may do so at Student's expense.
- c. Student shall comply with security and fire safety measures promulgated by University.
- d. Student shall be jointly responsible with other students for protection of the common area furnishings, equipment and physical plant. For Students residing in Residence Halls, damage or loss of common area furnishings or equipment shall be financially divided among all occupants (unless the responsible person is identified). Student is required to notify University immediately upon notice of damages in or about the Residence Halls.
- e. Mold occurs naturally in the environment, and there currently exist no federal or state standards for permissible levels of mold. Student shall take steps to control the growth of mold and mildew by keeping the Room clean and well ventilated, particularly when showering, bathing, or washing dishes or clothes. Student shall notify University immediately upon notice of the existence of water leakage or overflow in or about the premises.

IX. Destruction or Unavailability

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

X. Right of Entry

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

XI. Room Search Policy

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

XII. Insurance

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

XIII. Acknowledgement of Agreement

Student acknowledges that this Agreement constitutes a revocable non-exclusive license agreement and not a lease. Subject to terms of this Agreement the privilege conferred on Student is personal to him/her, non-assignable and subject to termination, revocation or relocation at University's sole discretion. This license agreement confers a non-exclusive privilege to occupy an assigned room in University's residential housing facilities, including Residence Halls, the Oakwood World Apartments, the Providencia Apartments or any other Housing Facility contracted for by University, in conjunction with other students as designated by University. University may relocate or reassign a

Student to a different room or rooms or housing facility at its sole discretion. Student may change Rooms only with University's written approval, which may be granted or withheld in University's sole discretion.

XIV. Rules and Regulations

Student shall obey and comply with all rules and regulations of University as stated in Student Handbook and any other publication produced by University including but not limited to:

- a. Using, possessing, or distributing alcoholic beverages in or around the Residence Halls is prohibited. Empty alcohol containers are also prohibited.
- b. Using, possessing, distributing, or selling of any State or federally controlled substance in, or around the Residence Halls or any other Housing Facility is prohibited. Drug paraphernalia of any kind is not permitted in the Residence Halls or any other Housing Facility.
- c. Any weapon that can cause bodily harm to the bearer, or to another individual, is prohibited. Possession in the Residence Hall or common area of any Housing Facility of any object designed to inflict injury is prohibited. Weapons included in this category are, but not limited to, firearms, blades longer than three (3) inches, gardening or camping tools with sharp edges, axes, stun guns, pellet guns, paint ball guns, explosives, ammunition, bows and arrows, knives, and slingshots. No fireworks, flammables, or barbecues are permitted in the Residence Halls, including but not limited to gasoline, motor oil and any motorized equipment.
- d. No exposed heating elements are permitted in Student rooms. Cooking is only permitted in designated kitchens.
- e. No candles, incense, or halogen lamps are permitted within the Residence Halls.
- f. Smoking is prohibited inside all of the Residence Halls. Smoking is only allowed in public space areas designated by the Office of Residence Life (i.e. the benches in front of the Residence Halls).
- g. Non-resident guests are permitted only in accordance with provisions of the Student Handbook and the permission of the roommate(s).
- h. No structural changes or additions, painting and alterations, wallpapering, lock changes may be made without written permission from University's Office of Residence Life.
- i. Each Student is issued keys to their room and main entrance. Keys are for Student only and shall not, under any circumstances, be loaned, borrowed or otherwise relinquished to any other individual. Student is prohibited from duplicating or modifying the key. The key is the property of University and Student must return the key at the end of the Term. Loss of keys will result in a core and key replacement fee to be determined by the University.
- j. As stated above, Students are required to have health insurance. In the event of illness or injury, University is authorized, through this Agreement, to contract on behalf and at the expense of Student, emergency care.
- k. Student understands that any subleasing or occupancy of the Room by any party not authorized by University is prohibited. Student agrees not to permit any part of the space to be occupied by any person not duly assigned to the Residence Halls or any other Housing Facility.
- l. Loud noises which are disruptive, inconsiderate or infringing on the rights of another student. For this reason, each year the residential community with the Office of Residence Life sets quiet hours in the Residence Halls or any other Housing Facility. Courtesy hours are maintained twenty-four (24) hours a day seven days a week.
- m. Students are strictly prohibited from throwing objects from windows; using water balloons or water pistols in and around Residence Halls or any other Housing Facility; standing, sitting on, or jumping off roof tops and balcony ledges; disrupting other student attempts to study or sleep; failing to comply with the directive of a staff member and/or an individual acting as an official agent of University.
- n. No sign, banner, signal, advertisement, aerial or other equipment or illumination may be exposed on, or at, any window or other part of the Residence Halls or any other Housing Facility. Solicitation is not permitted in the Residence Halls or any other Housing Facility.
- o. Stealing or borrowing without permission any services or property owned by an individual or University, as well as the transportation of University property from its authorized location, is prohibited.
- p. Tampering with fire safety equipment, leaving a stove on unattended, failure to evacuate during a fire alarm, and propping entrance doors open, is prohibited.
- q. University reserves the right to dispose of all stored items not properly claimed or for items left in rooms after a Student has vacated the assigned space.
- r. Sexual harassment, sexual assault, as well as threat of intimidation and hazing or discrimination for reasons of race, color, religion, initiation into an organization, national origin, gender, sexual orientation, age or physical challenges is strictly prohibited.
- s. Pets are not permitted in the Residence Halls or any other Housing Facility. The only exception is freshwater fish in a tank no greater than twenty (20) gallons.
- t. Vandalism is prohibited in the Residence Halls or any other Housing Facility.
- u. Men are prohibited from entering the women's restroom and vice versa.

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

XVI. Non-Discrimination Policy.

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

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

Student Printed Name

Personal Cell Phone Number

Student Signature

Date

Signature of Parent/Guardian if Student is under 18

Date