



2020-2021

ACADEMIC YEAR CONTRACT
HOUSING CONTRACT
WOODBURY UNIVERSITY

**THIS IS A LEGALLY BINDING DOCUMENT
WITH FINANCIAL OBLIGATIONS.
PLEASE READ CAREFULLY BEFORE ACCEPTING.**

This Housing Contract (this “**Contract**”) is made by and between Woodbury University, a California nonprofit corporation (“**Woodbury**”) and the undersigned student (the “**Student**”) as of the date noted by the Student’s signature below. The parties to this Contract agree as follows:

1. **TERM.** The term of this Contract is for a full ACADEMIC YEAR consisting of both a Fall 2020 semester and a Spring 2021 semester (or only the Spring 2021 semester, if the Student is entering Woodbury in such semester), which shall commence and end as provided in Sections 6.1 and 7.4 below.

2. **THE RESIDENCE HALL; THE ROOM.** This Contract is for the use of an assigned space, not a specific room, in a College Residence Hall (the “**Residence Hall**”) made available by Woodbury for student living accommodations. The Student’s assigned space, which Woodbury may at any time change in its discretion, is hereinafter referred to as a “**Room**”.

3. **UNDERAGE STUDENTS.** Students under the age of 18 are required to have his/her/their parent, guardian, or other guarantor execute this Contract on behalf of the Student.

4. **ELIGIBILITY AND APPLICATION.** Only undergraduate students of Woodbury who are registered for a minimum of twelve (12) credit hours per semester, and graduate students who are registered for a minimum of three (3) credit hours per semester, shall be eligible for housing space in a Residence Hall. Any student who withdraws or is involuntarily removed from Woodbury shall no longer be eligible for housing effective immediately upon withdrawal or removal, and must move-out within twenty-four hours after withdrawal. Written exceptions to these criteria may be made at the sole and absolute discretion of Woodbury’s Associate Dean of Students.

5. **GENERAL TERMS.**

5.1 If the Student’s admission to Woodbury is denied or revoked after the Student has signed this Contract, it is the Student’s responsibility to notify

Woodbury's Office of Residence Life in writing within 10 days of the Student's receipt of denial or revocation from Woodbury. The Student must provide a copy of the denial or revocation letter from Woodbury's Office of Residential Life. Any notifications the Student may submit to other Woodbury offices (e.g., Admission's Office or the Registrar's Office) DO NOT comply with this requirement.

5.2 **Communications.** Woodbury, through its Office of Residence Life, will send notices/correspondence to a Student's Woodbury University email account, as the Student's official point of contact. The Student is responsible for checking and maintaining this account. It is the Student's responsibility to notify Woodbury Registrar's Office of any change in the Student's email address.

5.3 The Residence Hall's schedule of rates, all Woodbury policies and procedures, the Woodbury Student Code of Conduct and the Woodbury Residence Hall Community Living Standards are located online at <https://woodbury.edu/studenthandbook/>, and are incorporated into this Contract by reference.

5.4 Woodbury reserves the right to make and enforce other rules and regulations as may be appropriate or necessary for the safety, care, educational environment, and cleanliness of the Residence Hall, its common areas and Rooms, and for securing the comfort and convenience of all residents.

5.5 The Student's execution of this Contract does not guarantee that the Student will be assigned a Room. A qualified Student for whom a Room is not available will be placed on a waiting list and periodically notified of his/her status. This Contract is for this Student only. The Student is prohibited from transferring or assigning his or her interest in this Contract.

6. DURATION OF CONTRACT

6.1 **FULL ACADEMIC YEAR** – The term of this Contract commences in the first semester for which the Student indicates intent to occupy a Room. For the Fall semester, the term of this Contract begins on the date noted in Section 7.4 below. For the Spring semester, this Contract begins the last Saturday before the first day of classes for such semester. This Contract terminates on May 7th, 2021, which is the end of the Spring Semester on the last day of finals.

6.2 **WINTER BREAK.** Notwithstanding anything in Section 6.1 to the contrary, the Residence Halls close for Winter Break at 6:00 PM on December 11th, 2020 and reopen at 8:00 AM on January 10th, 2021. The Student shall not remain in the Room or Residence Hall at any time during Winter Break, or return prior to the official reopening of the Residence Hall, without prior written permission from Woodbury; *provided, however*, on a case by case basis, and in Woodbury's sole and absolute discretion, Woodbury may permit the Student to remain in Student's Room during Winter Break,

conditioned on the Student's execution of an amendment to this Contract or new agreement setting forth the rent and other terms of stay.

6.3 The Student is liable for all applicable rates and fees for the entire term of this Contract, regardless of occupancy, except as expressly provided to the contrary below.

6.4 Except as otherwise provided in this Contract, any Student occupancy prior to or beyond the term of this Contract will be billed at a rate of \$50.00 per night, in addition to any applicable improper check-out and damage fees.

7. RATES/PAYMENTS/MOVE-IN

7.1 **APPLICATION FEE; PREPAID RENT.** The Student shall remit a non-refundable application fee of \$50.00 upon submission of the Student's application and this Contract. Once Woodbury assigns a Room to the Student, the Student shall remit a rent prepayment of \$250.00 (the "**Prepaid Rent**") within 5 business days after notice.

RENT PAYMENTS. The Student agrees to pay Woodbury for the academic year the housing rate (the "**Rent**") listed on Woodbury's website: <https://woodbury.edu/student-life/living/housing/>. Payments for Fall and Spring semester Rent is due at the Business Office by the deadlines set forth in the fee payment schedule published at: www.woodbury.edu. The Prepaid Rent will be credited against the Rent owed by the Student.

7.2 **LATE FEE.** Woodbury may impose a late fee for each delinquent payment under this Contract, equal to \$50 per missed payment. The parties agree that such charge is reasonable and liquidated damages for each delinquent payment because at this time it is impractical and difficult for the parties to determine the added costs to Woodbury resulting from the Student's delinquent payment. The Student's failure to receive a Rent payment statement from Woodbury does not waive or affect the Student's obligation to pay each Rent installment by the applicable due date.

7.3 **MOVE IN DATES** – Residence Halls are open to all students on Saturday, August 22, 2020 at 9:00 am. Students have the option to move in early. Early arrival is on Saturday, August 15, 2020 at 12:00 pm. As consideration for early move in, the Student shall pay an additional fee of \$545.00.

7.4 The Student's failure to satisfy his/her financial obligations may result in suspension, the withholding of registration, and/or the refusal to issue transcripts or a diploma.

7.5 Woodbury's failure to provide electricity, hot and cold water, heat and/or air conditioning, internet service shall not be a reason for reduction, abatement, or withholding of Rent or other payments, unless due to Woodbury's gross negligence or willful misconduct. No Rent adjustment or other compensation shall be claimed by the Student for inconvenience or discomfort from the making of repairs, improvements to

facilities, or temporary service outages, provided Woodbury remediates such occurrences within a reasonable amount of time and with minimal inconvenience to the Student.

8. CONTRACT TERMINATION BY STUDENT - BEFORE CONTRACT TERM BEGINS

8.1 The Student may cancel this Contract after Woodbury has assigned a Room to the Student, and before the Contract term begins, pursuant to the terms and conditions below. To terminate this Contract, the Student is required to notify Woodbury's Office of Residence Life in writing.

8.2 If the Student cancels by email, the email must include name the Student is requesting to cancel, and the reason for canceling. In event of an email cancellation, no confirmation of cancellation will be given by Woodbury unless requested.

8.3 If the Student prefers, the Student may mail a letter of cancellation via certified mail to: Woodbury University Office of Residence Life 7500 N. Glenoaks Blvd. Burbank, CA 91504. The postmark on the envelope sent by certified mail will be used as the date of official notification. Otherwise the date of receipt of such notice by Woodbury's Office of Residence Life will govern.

8.4 THE CANCELLATION DEADLINE APPLIES TO THE SEMESTER THE CONTRACT IS TO BEGIN.

8.5 For Contracts beginning Fall Semester 2020

8.5.1 CANCELLATION received by Woodbury on or before July 31, 2020 - the Student will receive a refund of \$100.00 of the Prepaid Rent, but not the Application Fee.

8.5.2 CANCELLATION received by Woodbury on and after August 1, 2020 - the Student will not receive a refund of the Prepaid Rent or the Application Fee.

8.5.3 A Student who fails to cancel this Contract by the last Saturday prior to the first day of class is considered a "No-Show", and is responsible for the full Rent for the entire term of this Contract (two semesters) regardless of the Student's lack of occupancy or failure to enroll in Woodbury.

8.6 For Contracts beginning Spring Semester 2021

8.6.1 CANCELLATION received by Woodbury on or before January 1, 2021 - the Student will receive a refund of \$100.00 of the Prepaid Rent, but not the Application Fee.

8.6.2 CANCELLATION received by Woodbury after January 1, 2021 - the Student will not receive a refund of the Prepaid Rent or Application Fee.

8.6.3 A Student who fails to cancel this Contract by the last Saturday prior to the first day of class of Spring Semester is considered a “No-Show”, and is responsible for the full Rent for the entire term of this Contract regardless of the Student’s lack of occupancy or failure to enroll in Woodbury.

9. CONTRACT TERMINATION BY THE STUDENT - AFTER CONTRACT TERM BEGINS

9.1 If the Student terminates after this Contract after the term begins, the Student is responsible for the full Rent for the entire length of this Contract, except as otherwise provided herein. Prior to vacating the Room through the official check-out process (as outlined in Section 14 below), the Student must cancel the Contract via email or mail (as provided in Sections 8.2 and 8.3 above).

9.2 A Student desiring to terminate this Contract prior to the expiration of this Contract may, under certain conditions do so without full penalty, provided the proper documentation is submitted and approved, and only for reasons listed in Section 9.3 below.

9.3 A Student withdrawing from Woodbury for one of the following reasons will be charged a prorated amount (based on days of occupancy, except for withdrawal due to graduation or study abroad, as noted below) as determined by completing an official check-out as defined in Section 14 below: (1) Graduation, (2) Military, (3) Medical, (4) Marriage, (5) Study Abroad, or (6) Academic Dismissal (not due to disciplinary action).

9.3.1 Graduation withdrawal requires written verification of graduation from the Registrar’s Office. Graduation release is not when the Student has completed his or her thesis, dissertation and/or course work, but at the end of the semester in which the Student is requesting to be released, as noted on the Official School Calendar.

9.3.2 Military withdrawal requires original military orders to be activated within the semester which the Student is requesting cancellation and withdrawal from Woodbury.

9.3.3 Medical withdrawal requires signed recommendation and supporting documentation from a licensed practicing physician. The supporting documentation must be submitted within 30 days from the occurrence date of the medical condition. **Woodbury First Aid will review and make recommendations to the Director of Housing for all medical withdrawal requests. All medical withdrawal requests are unique.** The types of situations that may warrant an approval of a Medical withdrawal include, but are not limited to, unexpected medical condition or change(s) to

an existing medical condition. All requests for Medical withdrawals will be determined on a case by case basis.

9.3.4 For a Marriage release, the marriage must take place during the semester the Student is requesting the release. A marriage certificate must be submitted within 30 days of the marriage.

9.3.5 Study abroad release requires written verification of same from the Registrar's Office. Study abroad commences at the end of the semester in which the Student is requesting to be released, as noted on the Official School Calendar.

9.3.6 Academic Dismissal is defined by Woodbury Registrar's Office Rules and Regulations.

9.3.7 **No refunds will be granted to the Student in cases where the termination of the Contract is based upon disciplinary actions. The Student will be liable for the full Contract rate for the entire Academic Year.**

9.3.8 The Student will be notified by their official Woodbury University email account of the Student's housing cancellation and if applicable, dates by which the official check-out must be completed. The Student's failure to complete the official check-out will result in a **daily** charge of \$50.00 being billed to the Student's account until Woodbury receives the completed check-out information.

9.4 **The Office of Residence Life will make copies of the above requested original documents.** If any document is not in English, a certified English translation is required. Woodbury, through its Office of Residence Life, shall determine the sufficiency of the documentation presented. Otherwise, the Student will be responsible for Rent and other fees the remainder of this Contract.

10. **CONTRACT TERMINATION BY WOODBURY.** Woodbury, through its University Office of Residence Life, may terminate this Contract by serving the Student with written notice to vacate the Room for any of the following reasons. If Woodbury terminates this Contract for any of the following reasons, the Student shall not be entitled to a refund of any portion of his or her Rent or other housing payments for the remainder of the Academic Year, except as expressly provided in this Contract or otherwise permitted by applicable law:

10.1 The Student's failure to pay Rent or any other housing charges when due. Until such sums are paid, Woodbury may place a "**HOLD**" on the Student's official transcript and will prevent subsequent registration at Woodbury.

10.2 The Student's noncompliance with (i) the terms and conditions in this Contract, (ii) any of Woodbury's rules or policies regarding Student conduct or (iii) Federal, State, and local laws.

10.3 Damage from fire, smoke or other causes making the Room or the Residence Hall uninhabitable.

10.4 The Student's failure to respect the rights of others through the creation of loud noise, obnoxious odor or other sensory disturbance which interferes with the quiet and peaceful enjoyment of the Residence Hall environment. Loud noise include, but are not limited to, excessive volume of radio, musical instruments, televisions, stereos, other amplified sound equipment, voices, gaming etc.

10.5 Behavior which, in Woodbury's sole and absolute discretion, has a negative impact on the living and learning environment of the other Students living in the Residence Hall.

10.6 The Student's malicious destruction of the common area furnishings and/or Woodbury property.

10.7 The Student's refusal to comply with the direction of Woodbury Staff, including Housing Staff acting in accordance with their duties and responsibilities.

10.8 The Student's false statements or misrepresentations in the Student's Application or during any Woodbury investigation concerning the Student's compliance with this Contract.

10.9 The Student's subleasing or sharing of the Room with another person (other than another student Woodbury has selected for occupancy in the Room).

10.10 The Student is dismissed or voluntarily withdraws from Woodbury.

10.11 Woodbury denies the Student's admission or readmission to Woodbury.

10.12 The Student fails to meet housing eligibility, financial, and/or academic requirements.

10.13 Woodbury, through its Office of Residence Life, may terminate this Contract and take possession of any Room at any time for violation of the provisions contained herein, or when it is in the best interest of Woodbury's Office of Residence Life, Woodbury University and/or the Student.

10.14 In addition, or as an alternative to terminating the Contract, Woodbury reserves the right to pursue the disciplinary procedures specified in all Woodbury policies and procedures, including but not limited to the Woodbury University Student Code of Conduct and the Woodbury University Office of Residence Life Community Living Standards for violations therein.

11. HEALTH AND SAFETY ACTIONS BY WOODBURY.

11.1 Woodbury may temporarily suspend or terminate this Contract at any time if (i) Woodbury concludes in its sole and absolute discretion that, for health and safety reasons, such action is in the best interest of Woodbury or its student body and (b) such action is due to the existence or risk of infection caused by the novel coronavirus, COVID-19, or any other virus, epidemic, pandemic or emergency that may affect the health or safety of Woodbury's students, even if the Student is virus-free. Woodbury may also temporarily suspend or terminate this Contract even if the Student previously contracted the virus, since the extent of immunity and the risk of reinfection are unknown.

11.2 Woodbury may also temporarily suspend or terminate this Contract at any time if an order, directive, ordinance or law issued by a local municipality, the State of California or the Federal government, or an order issued by a court of competent jurisdiction, requires Woodbury to cease providing student housing for a definite or indefinite period of time.

11.3 If Woodbury terminates this Contract, Woodbury's termination notice shall provide the Student not less than three business days' written notice of the termination date of this Contract. If Student fails to timely vacate the Student's Room, Woodbury may also impose applicable late fees in accordance with the terms of this Contract.

11.4 "Room and Board" charges are the Rent paid by the Student for the right to occupy a Room under this Contract and for a meal plan. If Woodbury terminates this Contract under this Section 11, Woodbury shall refund all unused Room and Board charges to the Student within 60 days after the date this Contract terminates. The amount of unused Room and Board charges shall be calculated as a fraction of the total Room and Board charges for the semester, the denominator of which is the total number of Boarding Days (defined below) in the applicable semester, and the numerator of which is the number of Boarding Days between the day after this Contract terminates and continuing through the end of the semester. For example, if (i) there are 120 Boarding Days in a semester and (ii) Woodbury terminates this Contract on the 30th Boarding Day, then (iii) Woodbury shall refund 75% of the Room and Board charges to the Student ($90 \text{ remaining days} \div 120 \text{ total days} = 75\%$). If Woodbury terminates this Contract before any semester commences, Woodbury shall refund 100% of the Room and Board charges for such semester to the Student.

11.5 The phrase "Boarding Days" means the time period commencing on the date noted in Section 6.1 or 7.4 above (as applicable) and ending as follows: (i) for the Fall semester, the last day before Winter Break (as noted in Section 6.2 above); and (ii) for the Spring semester, the last day of finals (as noted in Section 6.1 above).

11.6 If Woodbury decides to temporarily suspend this Contract, then this Contract shall remain in effect, subject to the following terms: (i) all references in this

Section 11 to “termination” shall instead mean “suspension”; (ii) Woodbury shall refund all unused Room and Board charges to the Student for only the time period covered by the suspension; and (iii) the Student may reoccupy his or her Room after the suspension ends.

11.7 Woodbury reserves the right to (i) temporarily suspend this Contract on one or more occasions, (ii) terminate this Contract during or after a period of suspension and (iii) terminate this Contract without any prior suspensions.

11.8 If Woodbury suspends or terminates this Contract under this Section 11, Woodbury shall not owe an interest on the refunded Room and Board charges, nor shall Woodbury have any obligation to refund any other fees, including but not limited to application fees, early arrival or occupancy fees, late fees, or room change fees. After the Student moves out and Woodbury inspects the Room, Woodbury may also require the Student to pay applicable repair and/or replacement fees, in accordance with the terms of this Contract.

11.9 Due to the coronavirus pandemic, and in the interest of student health and safety, Woodbury also reserves the sole right to reassign the Student to a different Room, either temporarily or for the duration of the semester or academic year, which may require the Student to be quarantined or isolated for a time period determined by Woodbury. Certain rooms in the Residence Hall may not be appropriate for self-quarantine or self-isolation. During the time period Woodbury places the Student in quarantine, Woodbury may temporarily relocate the Student to alternative off campus housing. Woodbury’s removal of the Student from a Residence Hall to isolate or quarantine does not constitute a termination of this Contract.

11.10 If any inconsistencies exist between the provisions in this Section 11 and any other term or provision in this Contract, the provisions in this Section 11 shall control.

12. RESIDENCE HALL AND ROOM ASSIGNMENT PROCESS

12.1 **ROOM ASSIGNMENT** - Room assignments are made without regard to race, creed, color, or national origin. Assignment priority is based on the Room Selection Process if applicable, or date of receipt of the Application and this Contract along with the required deposit.

12.2 **ROOM PREFERENCES** - Assignment to a preferred Residence Hall or Room is contingent upon availability and is **NOT GUARANTEED**. ***If desired space is not available, Woodbury will assign the Student any available Room in either Residence Hall. The Student does not have the right to terminate this Contract if a desired Residence Hall, Room or style is unavailable.*** The Student and any desired roommates should submit their requests simultaneously; Woodbury will consider each such request, but cannot guaranty such placement.

12.3 **CONSOLIDATION** – Woodbury, through its Office of Residence Life, reserves the right to reassign Student for the purpose of consolidation and to schedule unoccupied Rooms and beds for guests' and other students' usage throughout the year. Where there is a vacant bed in a multi-bed Room, it must be maintained in a manner by the occupant(s) that will allow a newly assigned Student to move in immediately. Woodbury, through its Office of Residence Life, reserves the right at all times to make temporary assignments and to assign or reassign accommodations for the benefit of Woodbury, the Student, Woodbury's Office of Residence Life, or other students in a Room or Residence Hall.

12.4 Woodbury reserves the right to assign Student to temporary housing, such as converted study rooms, if a regular Room is not available.

12.5 **ROOM CHANGES** – Room changes require written authorization from Woodbury's Office of Residence Life. There is a charge of \$150.00 for any unauthorized Room change. More than one Room change in a given academic year will result in a Room change fee of \$100 per instance.

13. **ACCESS TO ROOM.** Woodbury shall at all times during the term of this Contract retain legal ownership and ultimate possession and control of the Student's Room and Woodbury's property located in such Room. Woodbury reserves the right to maintain and preserve the Residence Halls. Woodbury housing staff and facilities personnel may enter the Student's Room at any reasonable time for safety inspection, maintenance, cleaning, inventories, epidemic or emergency, to claim Woodbury property, pest control, occupancy verification and/or general repair. The Student hereby authorizes Woodbury personnel to allow access to the Student's room when access is requested by any law enforcement officer possessing a valid search or arrest warrant. Woodbury reserves the right to remove and hold in storage any items deemed hazardous to the Residence Hall or its occupants (e.g., explosives, firearms, propane, gas, alcohol, chemicals, open flame burning items, hunting bows and weapons).

14. **OFFICIAL CHECK OUT**

14.1 A Student is not officially checked out of the Room or Residence Hall until all of the following occur: (1) the Student has removed all personal property from the Room; (2) the Room has been cleaned by the Student; and (3) the proper check out records and keys have been received by Woodbury's Office of Residence Life. Failure to meet the scheduled check out time or appointment will result in a \$100.00 minimum late check-out fee, with an additional \$50.00 per hour, not to exceed \$250.00. The Student is liable for all Room and housing charges, regardless of occupancy, until the day an authorized official of Woodbury University Office of Residence Life confirms that the Student has properly checked out. A transcript "Hold" may be placed against the Student who moves out of the Room without complying with the terms of this Contract, and until the Student satisfies all terms and conditions of this Contract.

14.2 Personal property that the Student fails to remove may be removed, inventoried, and stored by Woodbury up to 30 days. If the Student fails to claim or take possession thereof, it will be deemed abandoned and may be donated to a local charity. Woodbury University Office of Residence Life bears no liability for damage to property involuntarily removed, where the Student refuses to take control.

15. INSURANCE RESPONSIBILITY

15.1 Woodbury, its officers, employees or agents are not responsible for the loss, damage, or destruction of the Student's personal property. Although precautions are taken to maintain adequate security and maintenance, Woodbury does not assume any legal obligation to pay for injury to persons (including death), or loss of or damage to items of personal property which occurs in its buildings (including its Residence Halls and the Room) or on its grounds, prior to, during, or subsequent to the term of this Contract.

15.2 The Student is strongly encouraged to purchase and maintain appropriate rental insurance, or confirm that their family homeowner's policy will cover such possible losses. If insurance coverage is desired, it is the Student's responsibility to acquire such coverage.

16. STUDENT RESPONSIBILITIES. The Student must comply with all of the following requirements during the term of this Contract. The Student's violations of any of the following provisions may result in fines, sanctions, probation, termination, suspension from Woodbury University, or any combination of the above.

16.1 DAMAGES

16.1.1 The Student is responsible for the condition of the Room and all furnishings, which are assigned to Student (and to the Student's roommate(s), as applicable). The Student is responsible for maintaining the cleanliness of his/her Room.

16.1.2 The Student is responsible for damages in the assigned Residence Hall or Room, including the cost to repair or replace all damaged items, whether caused by the Student or guest of the Student.

16.1.3 The Student is individually responsible (and jointly and severally liable, in shared Rooms) for the cost of cleaning, replacement or repair of any breakage or damage within his or her Room and surrounding area.

16.1.4 The Student is jointly and severally liable (along with other students in the Residence Hall) for the cost of replacement or repair of any breakage or damage in the common areas within the assigned Residence Hall where the responsible person(s) remains anonymous. Charges will be equally assessed as collective liability upon each member of the assigned Room or Residence Hall in which the Student resides.

16.1.5 Charges for damages and/or cleaning shall be assessed against the Student's account, which may result in a hold being placed on registration/graduation and/or the issuance of a transcript.

16.2 **ALTERATIONS.** No changes will be made to the Room or the Residence Hall by the Student without written permission from the Director of Residence Life. This includes, but is not limited to: shelves, partitions, clothesline, lofts, window coverings, wallpaper, painting, plumbing, electrical, heating, other structural changes or alterations to furniture, or the removal of Woodbury University furniture and its replacement with items owned by the Student.

16.3 **PERSONAL PROPERTY AND STORAGE REGULATIONS.** The following may be allowed in each Student's Room: (i) one microwave oven (rated less than 700 watts); (ii) one single-serve coffee machine; (iii) one mini-refrigerator (must be 3.0 cubic feet or smaller, 1.5 amps or smaller rating, Energy Star Qualified); (iv) clocks and radios; (v) stereo equipment; (vi) one television; (vii) computers; and (viii) or other low-wattage appliances typically found in college dormitory rooms. Except as expressly noted above, Student shall not use or store in Student's room, any storage area or common area, any of the following:

16.3.1 Firearms, ammunition, explosives (including firecrackers and fireworks), weapons, hunting bows, arrows, paint ball guns, pellet or BB guns, knives, martial art equipment, hazardous chemicals, gasoline driven vehicles of any kind, vehicle parts, heavy repair equipment or accessories to any vehicle or engine parts

16.3.2 Electrical items, other than as noted above.

16.3.3 Exterior television or radio antennas or satellite dishes

16.3.4 Waterbeds or water-filled furniture

16.3.5 Motorcycles of any type

16.3.6 Neon signs

16.3.7 Open flame-burning or coiled items/hot plates

16.3.8 Halogen-torchiere lamps, kerosene heaters and heat lamps

16.4 The Student's Room shall not be used for commercial, solicitation or other business purposes.

16.5 The Student's Room shall not be sublet or assigned; this is cause for immediate eviction.

16.6 The Student is responsible for cleaning his or her Room, removing waste materials regularly, and maintaining reasonable sanitation and safety standards. Rooms are subject to regularly scheduled inspections. Failure to maintain the Student's Room in a safe and sanitary condition is grounds for termination of this Contract.

16.7 The Student is prohibited from changing or tampering with any Woodbury University locks, or installing new or additional locks or deadbolts. The Student shall not alter or duplicate any Residence Hall or exterior door keys. Any Student in possession of any duplicated keys will be charged for re-keying the Room and the exterior doors (as applicable).

16.8 The Student is prohibited from loaning or allowing another person(s) the use of their keys or ID card to gain access to a Residence Hall.

16.9 Woodbury University Housing policies do not permit gambling, alcohol, or illegal drugs. The Student shall comply with such policy while in the Room or Residence Hall.

16.10 The Student is prohibited from having any animals of any type, **except for certified assistant or emotional support animals as** determined in accordance with the Woodbury University ADA policy, in the Residence Hall, Room or adjacent grounds, with the sole exception of harmless aquatic fish in aquariums of 10 gallons or less. Pets, including pets of visiting guests, are prohibited in or around the Residence Halls and Room.

16.11 The Student is responsible at all times for all activities in his or her assigned Room in accordance with this Contract, Woodbury University Housing policies, and applicable federal, state, and local laws.

16.12 The Student shall not threaten, disturb, harass, or interfere with any Woodbury staff in performance of their duties and responsibilities.

16.13 Furniture or plants from common areas, lounges and study areas are not allowed in the Student's Room.

16.14 No Student or guest may tamper with any fire equipment (e.g., pull alarms), hoses, fire extinguishers, heat sensors, smoke detectors (including batteries), sprinkler heads, etc. The Student's violation of any of the above will result in a fine and/or notification to Student Affairs and/or local law enforcement agencies for possible criminal charges.

16.15 **EMERGENCY EXIT ONLY.** Emergency Exit doors are to be used only in the case of emergency. The Student's use of doors marked "Emergency Exit Only" for non-emergencies creates a potentially unsafe environment for all students, and therefore will result in a \$100.00 fine for each person identified. Further, any Student or

guest improperly using these exit doors may be removed from the Residence Hall and will be disciplined in the Student conduct process.

17. **STUDENT NONCOMPLIANCE** – If the Student fails to comply with any of the terms and conditions of this Contract, Woodbury, through its University Office of Residence Life, may take the following actions against the Student:

17.1 Cancel this Contract on three days' written notice.

17.2 Serve notice to vacate the Room pursuant to applicable Woodbury University policies and state laws.

17.3 Take action to recover the cost of damage caused by the Student and/or his or her guest(s) (invited or otherwise).

17.4 Utilize any and all remedies, including equitable and legal, judicial and/or administrative relief, which are available.

18. **OVERNIGHT GUEST(S)**. Guests are welcome to stay in the Residence Halls for a period of up to three consecutive nights, with an aggregate maximum of ten nights per Semester, provided all of the following conditions are met: (a) the Student notifies his or her Residence Hall's staff of the name and length of stay of the overnight guest; (b) bed space is available; (c) the Student extending the invitation is present during the guest's stay at all times; (d) overnight guests are acceptable to all roommates, since another student's right to occupy his/her Room without the presence of an overnight guest shall take precedence over the right of Student roommate to host an overnight guest; (e) the Student assumes responsibility for all the guests' actions, damages and violation of rules; (f) guests must adhere to all federal, state and local laws, and Woodbury University and the Office of Residence Life policies; (g) use of community bathrooms, including shared bath areas in suites by members of the opposite sex, is prohibited; (h) and (i) overnight cohabitation is prohibited. Guests will be subject to immediate eviction if their behavior is deemed inappropriate or violates these provisions.

19. **FOOD SERVICE**

19.1 As a condition to occupying the Room, the Student hereby acknowledges and agrees to participate in Woodbury's meal plan during the entire term of this Contract. The Student shall select a meal plan through the housing selection process. If Student fails to select a meal plan, the Student shall be automatically assigned a meal plan at the discretion of Woodbury's Office of Residence Life.

19.2 No refunds are made for missed meals. Meal plans are non-transferable. Students shall not be entitled to any refund for unused meals. Meal plan payments are due and payable according to the same schedule as each semester's Rent payment. The Student is financially responsible for the meal plan charges.

20. **MODIFICATION/COLLECTION EXPENSES.** The Student will pay the charges for the Residence Hall on or before the dates specified in Woodbury's schedule of rates published online. Woodbury University Office of Residence Life reserves the right to increase Room rates upon 30 days' written notice to the Student. Any collection costs incurred by Woodbury in closing the Student's account will be assessed to the Student and will become part of the Student's total financial obligation to Woodbury. **If the Student's account is not satisfied within four weeks of the end of the semester, the Student's account will be sent to collections.**

21. **WOODBURY UNIVERSITY STANDARDS.** Woodbury reserves the right to refuse housing to any Student who is unwilling to abide by Woodbury's standards, policies and regulations, or who demonstrates behavior which is incompatible with the maintenance of order and propriety of an educational environment or the health and welfare of other students in the Residence Hall.

22. **COSTS/FEES.** The Student agrees to pay all damages, expenses, court costs and reasonable attorneys' fees, whether or not court proceedings are necessary, that may be incurred in enforcement of Woodbury's rights under this Contract, including but not limited to in any action for collection of sums due hereunder.

23. **MENINGITIS- INFORMATION.** Meningitis is an infection of the fluid of a person's spinal cord and brain. The two major types are viral and bacterial. Meningococcal disease is a contagious, but largely preventable infection of the spinal cord fluid and the fluid that surrounds the brain. Meningococcal disease is a serious condition that can lead to death within only a few hours of onset; one in ten cases is fatal, and one in seven survivors of the disease is left with severe disabilities, such as the loss of a limb, mental retardation, paralysis, deafness or seizures. Scientific evidence suggests that college students living in dormitory facilities are at a moderately increased risk of contracting meningococcal disease and immunization against meningococcal disease will decrease the risk of the disease. The Student acknowledges that he/she has received this information about meningococcal disease and is aware of Woodbury's immunization requirements.

24. **RESIDENCE LIFE PROGRAMS ASSUMPTION OF RISK.** Many programs, activities and workshops may involve risks of injury, property damage and other dangers associated with participation in such activities. Dangers peculiar to such activities include, but are not limited to: Hypothermia, broken bones, strains, sprains, bruises, drowning, concussion, heart attack and heat exhaustion. If the Student chooses to participate in any **Residence Life Program**, he/she understands and realizes that there are inherent risks, hazards and dangers involved including the training, preparation for, and travel to and from such activities. It is the responsibility of each participant to engage only in those activities and programs for which he/she has the prerequisite skills, qualifications, preparation and training. Woodbury University does not warrant or guarantee in any respect the competency or mental or physical condition of any trip leader, vehicle driver, instructor, or individual participant in any athletic, recreational,

adventure program or workshop. By choosing to participate in programs and activities sponsored by Residence Life, the Student understands and accept the risks and damages associated with such participation.

25. **HOLD HARMLESS.** The Student understands that by residing in a Residence Hall, the Student is assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including the novel coronavirus. The Student therefore agrees to release Woodbury, its agents, and employees from any and all damages, liability, claims, expenses, or loss (collectively, "Claims") resulting from or arising out of the Student's occupancy of a Room, including those related to the potential exposure to contagious viruses like the coronavirus, and to indemnify and hold harmless Woodbury, its agents, and employees from any Claims resulting from or arising out of the Student's breach of the terms and conditions of this Contract.

26. **MEGAN'S LAW NOTICE.** Woodbury is required by law to provide the following notice to the Student: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

27. **INFORMATION ABOUT BED BUGS.**

27.1 Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about ¼ of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

27.2 Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

27.3 Bed bugs can survive for months without feeding.

27.4 Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

27.5 Common signs and symptoms of a possible bed bug infestation: (i) small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls. (ii) molted bed bug skins, white, sticky eggs, or empty eggshells; (iii) very heavily infested areas may have a characteristically sweet odor; (iv) red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

27.6 For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

27.7 **Actions to Control Bed Bugs.** Student agrees to prevent and control possible bed bug infestation by routinely taking the following precautions: (i) check for hitch-hiking bed bugs, and inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering your Room; (ii) check backpacks, shoes and clothing after using public transportation or visiting theaters; (iii) after guests visit, inspect beds, bedding and upholstered furniture for signs of bed bug infestation; (iv) report any problems immediately to Woodbury (even a few bed bugs can rapidly multiply to create a major infestation that can spread to other units); and (v) cooperate with pest control efforts to facilitate the detection and treatment of bed bugs. Student waives any claims of any nature against Woodbury for any losses, damages and expenses as a result of the negligence of Student or any guest occupying or using the Room. Further, Woodbury shall not be liable for any loss of Student's personal property as a result of an infestation of bedbugs.

28. LEAD-BASED PAINT (FOR HOUSING IN SOUTH HALL).

28.1 Lead Warning Statement. Housing built before 1978 (which includes South Hall) may contain lead-based paint. Lead from paint, paint chips, and dust can propose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in dwelling. Lessees must also receive a federally-approved pamphlet on lead poisoning prevention.

28.2 Woodbury's Disclosure. Woodbury has no current knowledge of the presence of lead-based paint and/or lead-based hazards in South Hall.

28.3 No Records or Reports. Woodbury has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in South Hall.

28.4 Student's Acknowledgement. By signing this Contract, Student acknowledges receiving the above information and further acknowledges receiving a copy of the EPA/HUD lead hazardous information pamphlet entitled "Protect Your Family from Lead in Your Home". Students may also download such pamphlet at: <https://www.epa.gov/lead/protect-your-family-lead-your-home>.

28.5 Certification of Accuracy. By signing below, the parties have reviewed the information and certify, to the best of their knowledge, that the information they have provided is accurate.

29. **ASBESTOS DISCLOSURE (FOR HOUSING IN SOUTH HALL).** South Hall was built prior to 1979, when asbestos was used as a material in the construction of buildings. Woodbury has no actual knowledge whether South Hall contains asbestos-containing materials (“ACM”). Woodbury has not inspected every part of every pre-1979 building for ACMs, and therefore makes no representations or warranties about the existence or non-existence of ACMs, except as may be disclosed herein. If the Room contains ACMs, please note the following information regarding these materials:

29.1 Asbestos is a mineral that readily separates into long, flexible fibers suitable for construction use because of their strength, heat-resistance and durability. ACMs are manufactured construction material which contain more than 1/10 of 1% asbestos by weight. Prior to 1979, ACMs were commonly used in acoustic ceiling material, paper tape, heating and cooling ducts, and certain types of floor tiles. Release of asbestos fibers may result in exposure and potential health risks from that exposure. Asbestos is contained in the Proposition 65 a published list of naturally occurring and synthetic chemicals known to the State of California to cause cancer.

29.2 Student shall notify Woodbury immediately, in writing, preferably via the Facilities and Maintenance work order system: (a) if there is any damage to or deterioration of the ceiling, walls, or floor tiles in the Room or building, including (without limitation) loose, cracking, hanging, or dislodged material, water leaks, or stains in the ceiling, walls, or floor tiles; or (b) upon the occurrence of any of the activities described above. Nothing contained herein shall allow Student to avoid its obligations under this Contract.

30. **NOTICES TO WOODBURY; NOTICE FOR ROOM PAYMENTS.** The name, telephone number, and usual street address of Woodbury or its authorized agent for (i) receipt of personal service of process, (ii) receiving all notices and demands is and (iii) at which personal service for Woodbury’s authorized property manager may be effected is: Shannon Savage, Associate Dean of Students, 8700 N. Glenoaks Blvd. Burbank CA 91504, 818-252-5252. The name and address of the person or entity to whom all Room payments shall be made is: Liza Mullins, Vice President of Finance and Accounting, Woodbury University, 7500 N. Glenoaks Blvd, Burbank, CA 91504. The phone number for the recipient of such payments is: (818) 767-0888.

31. **NO WAIVER.** No term or condition of this Contract can be waived and no statement made by Woodbury or its agents is considered a waiver of any term or condition of the Contract, whether expressed or implied. Failure of Woodbury to enforce or pursue any of its rights hereunder shall not act as a waiver of that right or any other right to later exercise any right or enforce any remedy which it may have at law and/or equity, and

initiation of any one remedy will not constitute an election of remedies barring the use of other or cumulative remedies.

32. **CONTRACT ACCEPTANCE.** The Student (or if under 18, his/her parent, guardian, or other guarantor) has read and understands the terms and conditions of this Contract. This Contract obligates the Student to reside in the Residence Halls for the entire academic year or remainder thereof, as applicable.

33. **ELECTRONIC SIGNATURES PERMITTED.** The parties may sign this Contract by electronic means. Specifically, a party (the “**Signing Party**”) may insert the name of its authorized representative in the Signing Party’s signature block by use of an electronic symbol or process that is attached to or logically associated with an electronic record, such as DocuSign, EchoSign, or another commercially available electronic signature software, which results in the Signing Party’s confirmed signature delivered electronically to the other party (“**Recipient**”). A Contract containing Signing Party’s signature in such format (an “**Electronic Signature**”) and delivered by the Signing Party to Recipient (i) shall be deemed executed or adopted by the Signing Party with the intent to sign the electronic record and (ii) shall be binding on the Signing Party as if this Contract had been originally executed with an ink signature by Signing Party, if an individual, or the other duly authorized representative of the Signing Party. At Recipient’s written request, the Signing Party shall promptly deliver to Recipient a printed copy of this Contract with Signing Party’s original ink signature; provided, however, Signing Party’s failure to deliver such original ink signature to Recipient shall not affect the validity of the Electronic Signature.

34. **CERTIFICATION.** THE STUDENT REPRESENTS THAT HE/SHE/THEY HAS READ AND UNDERSTANDS THIS CONTRACT. BY PROVIDING HIS/HER/THEIR SIGNATURE OR ELECTRONIC SIGNATURE BELOW, THE STUDENT IS AGREEING TO ABIDE BY ALL OF THE CONTRACT’S TERMS AND CONDITIONS, AND GRANTS PERMISSION TO WOODBURY TO RELEASE THE STUDENT’S NAME AND CONTACT INFORMATION TO THE STUDENT’S ROOMMATE(S), IF ANY.

THE STUDENT FURTHER UNDERSTANDS THAT BY COMPLETING THIS ONLINE FORM, THE STUDENT IS CONSENTING TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS AND THAT WOODBURY MAY COMMUNICATE WITH THE STUDENT ELECTRONICALLY IN CONNECTION WITH ALL ASPECTS OF THIS TRANSACTION, INCLUDING SENDING THE STUDENT ELECTRONIC NOTICES.

THE STUDENT ALSO UNDERSTANDS THAT IF THE STUDENT IS UNDER 18 YEARS OF AGE, THE STUDENT MAY ELECTRONICALLY SIGN THIS CONTRACT, BUT THE STUDENT IS REQUIRED TO PRINT A COPY OF THE COMPLETED CONTRACT AND MAIL OR DELIVER IT TO WOODBURY, ADDRESSED TO THE OFFICE OF THE VICE PRESIDENT OF FINANCE AND ACCOUNTING, WITH A PARENT OR GUARDIAN’S COMPLETED INFORMATION AND SIGNATURE.

**WOODBURY
UNIVERSITY**
founded in 1884

WOODBURY:

STUDENT:

Woodbury University, a California
nonprofit
corporation

By: _____
Name: _____
Title: _____

Print Name: _____