Housing License Agreement 2022-2023

The undersigned, who agrees to be a registered, full-time student, hereinafter referred to as the “Student,” and Occidental College, hereinafter referred to as the “College,” hereby enter into this Housing License Agreement upon the terms and conditions outlined below. The dates and policies set forth in this agreement supersede dates and policies as they may appear in other documents.

PART 1. TERM AND PERIOD OF OCCUPANCY: The Housing License Agreement shall be in full force for the entire 2022-2023 academic year (fall and spring semesters), including all vacation periods and College breaks, through May 13, 2023. Students participating in approved Oxy Study Abroad programs will be automatically released from the full-year expectation. In the event that housing is not available for all students at the time the residence halls open, the College reserves the right to house students in temporary rooms that are adequately secured and furnished for the duration of the Term or until a permanent space becomes available. For information regarding cancellations, please see PART 4.

The residence halls will be available for occupancy according to the following schedule:

<table>
<thead>
<tr>
<th>Fall Semester 2022</th>
<th>HALLS OPEN</th>
<th>First-Year Students</th>
<th>Monday, August 22</th>
<th>8:00 a.m. PDT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Returning Students</td>
<td>Saturday, August 27</td>
<td>10:00 a.m. PDT</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Spring Semester 2023</th>
<th>HALLS OPEN</th>
<th>All Students</th>
<th>Saturday, January 21</th>
<th>10:00 a.m. PST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>HALLS CLOSE</td>
<td>Non-Seniors</td>
<td>Saturday, May 13</td>
<td>10:00 a.m. PST</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Graduating Seniors</td>
<td>Monday, May 22</td>
<td>10:00 a.m. PST</td>
</tr>
</tbody>
</table>

The Student will not be permitted to occupy a room prior to the official opening date or after the official closing date, except by special permission of an authorized designee of Housing Services. Students who are granted permission will be charged a daily rate set by Housing Services.

The residence halls and College-owned student housing (excluding Toland Way properties) are closed during the break between fall and spring semester. All students must vacate the premises prior to the scheduled closing of the hall except for residents at Toland Way properties. Students must remove all personal items from the premises during scheduled closings. The college does not provide storage for students in any college owned housing facility. Fines may be applied to late and/or improper check-outs. The residence halls and College owned student housing are open during the Fall, Thanksgiving and Spring Break periods. Students who wish to stay for summer and/or winter housing must be approved, in advance, by an authorized designee of Housing Services. Summer and winter housing fees will be added to the student's account. Please contact Housing Services for more details.

Students requiring housing for the Spring Semester only must submit a Returning Student Housing Request accompanied by this License Agreement. Such requests will not be considered until the License Agreement is completed and signed.

PART 2. ASSIGNMENT OF LICENSE: After room assignment, students must sign a License Agreement or improper check-in charges may apply. This license is non-transferable and shall not be sold, lent, or sublet to another person or entity. The student agrees to pay all reasonable costs and expenses that shall be made or incurred by the College in enforcing this License Agreement. Completion and delivery of this Agreement by the student does not constitute acceptance by the College. This Agreement constitutes the complete and entire agreement between the parties and may not be modified except in writing signed by both parties.

This Agreement entitles the Student to occupy space in College-owned student housing, not a specific room. The Student shall therefore comply with all College rules and regulations on room assignment, with the understanding that
the College has the right to make all room assignments and reassignments as the College, in its sole discretion, may deem in the best interest of the College. The College assigns roommates based on various factors, including information provided by the Student. The Student shall use the room only as a student living accommodation.

The College will provide the student with a room in a College residence hall during the term of the License Agreement, except in cases where a temporary assignment may be necessary for the duration of the Term or until a permanent space becomes available. The College will furnish the student with the use of a single bed, desk, chair, dresser and internet access. Individual rooms and Berkus Hall suites are equipped with one Micro-Fridge unit. Personal Micro-Fridge units are not permitted. Those living in the Berkus Hall suites must receive prior approval by Residential Education and Housing Services to bring their own personal Micro-Fridge for use in their individual single.

The College 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 Student’s room or common areas prior to, during, or subsequent to the Term and Period of Occupancy, even if the damage is alleged to have arisen out of the negligence of the College or its agents. The Student should review his/her/their property insurance coverage to ascertain the status of the Student’s coverage while living in his/her/their room, particularly noting the presence or absence of a coverage clause for mysterious disappearance (i.e. loss where physical proof is not available). The College strongly recommends that the Student purchase insurance (such as renter’s insurance) to cover any loss of or damage to their personal property. The College has no responsibility and provides no insurance or financial protection for the Student’s personal property.

**PART 3. PAYMENT & FEES:** Room and board charges are due and payable as directed by Student Accounts in conjunction with other charges (tuition, fees, etc.). Charges begin with the opening of the halls each semester. Students who withdraw from the semester will be prorated based upon the tuition withdrawal schedule. Each student is liable for the yearly cost, one-half to be paid each semester, as stated below. Student accounts will be billed directly for housing related fees such as winter/summer housing, damage charges or improper check-in/out. Please refer to part 6 for damage charges. Room Rates are as follows:

<table>
<thead>
<tr>
<th>ROOM TYPE</th>
<th>PER SEMESTER</th>
<th>PER YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Single room (Stearns Hall)</td>
<td>$6150</td>
<td>$12300</td>
</tr>
<tr>
<td>Large Single room</td>
<td>$6641</td>
<td>$13282</td>
</tr>
<tr>
<td>Double room</td>
<td>$4932</td>
<td>$9864</td>
</tr>
<tr>
<td>Triple room</td>
<td>$4105</td>
<td>$8210</td>
</tr>
<tr>
<td>4520 &amp; the 4522 Suite at Toland Way</td>
<td>$7280</td>
<td>$14560</td>
</tr>
<tr>
<td>Single room at 4522 Toland Way</td>
<td>$6641</td>
<td>$13282</td>
</tr>
</tbody>
</table>

Participation in the College residential meal plan is **required** of all students who are assigned to campus housing and who have signed a Housing License Agreement, with the exception of residents in Berkus House, SAE, 4863/4873 Stratford houses, 1480 Campus Rd., and 4520 and 4522 Toland Way, for whom the meal plan is optional.

**PART 4. CANCELLATION:** The Housing License Agreement is a nine month agreement except for 4520 and 4522 Toland Way (See PART 16), effective during the dates stated in Part 1 of this Agreement. Students may be released from the License Agreement only under the following conditions:

1. Withdrawal from the College, completion of degree program, leave of absence or approved Oxy study-abroad program.
2. Senior standing students only: Written notification to Residential Education and Housing Services by April 15, 2022 for the Fall Semester housing only (a $750 fine will be applied);
3. Marriage (an appointment must be arranged with Housing Services to receive final approval granting a release of this Agreement).
4. Birth of a child. The College does not allow for children to live in the residence halls except at Toland Way properties.

PART 5. ROOM CONDITION REPORTS: Room Condition Reports must be submitted within 72 hours of checking into or out of a room. The report will be completed by a Residential Education and Housing Services staff member. Students may add any information they feel is necessary. Failure to return the Room Condition Report will result in an improper check-in/out fee. Residents of Toland Way properties have a separate room condition process (see Part 16).

PART 6. DAMAGES: Students will be charged for all damages to residential spaces or furnishings (including common areas) outside of normal wear and tear. Furniture provided by the College may not be removed from rooms, suites, apartments or common areas without written permission from Housing Services. Charges for moving common area or assigned furniture back to its proper location and/or for the loss or damage of such furniture are assessed against those responsible (which shall be determined by the College in its sole discretion), and the responsible students will be sent through the conduct process. Furniture is not to be disassembled, nor are mattresses to be removed from bed frames. Bed frames must remain on the floor of the room at all times, except when using College approved bed risers. Screens may not be removed from windows and security screen tabs may not be tampered with or removed. In the event of willful damage to the common areas (and/or to the furnishings and facilities located therein), in which the responsible individuals of such damage cannot be identified, all students in the building and/or Quad Space (E. Norris Hall) will be assessed for such repair and/or replacement costs. Students identified as responsible for damages will be sent through the conduct process and may bear the cost of repairs alone.

PART 7. ROOM ACCESS: The College will, when necessary:

1. Control the use of rooms, with medical direction, in the event of an epidemic, pandemic, or other medical emergency.
2. Place a new roommate into any empty room space at any time during the academic year. Students will receive at least 24 hours’ notice prior to a new roommate moving into their room, unless in emergency situations. After 24 hours, the new roommate will be allowed full access to the room. Students may not prevent or otherwise dissuade a new roommate from moving into the room.
3. Permit appropriate representatives of the College to enter a student’s room for regular maintenance, inspections, emergencies, or other health and safety concerns.
4. The Dean of Students or designee may authorize entry and search of student rooms in appropriate circumstances. The College shall reasonably attempt to give notice of a search; if the student cannot be reached and is not present during a search, they will be informed by Housing Services that a search occurred and the reasons for the search.

The College cannot prevent or prohibit the search of students’ rooms or College premises by law enforcement officers acting in the performance of their duty. It is expected, however, that the ordinary requirements for lawful search will be followed.

PART 8. BALCONY/PATIO: Students who are assigned a residential space with a balcony/patio at Occidental College acknowledge the terms and conditions outlined in this agreement regarding access during the current academic year.

Residential Education and Housing Services shall have the right, at its sole and absolute discretion, to revoke access to balcony/patio spaces as a result of student conduct, health, safety and security issues, and/or complaints from the community (faculty, staff, students, community members). The decision to remove access is not contingent upon the student conduct process.
Failure to adhere to the guidance from the Residential Education and Housing Services team may result in disciplinary action through the Office of Student Conduct.

PART 9. CONSOLIDATION: The College, in its sole discretion, reserves the right to reduce or increase the number of students per room, and to utilize the room for a single, double, triple or quadruple occupancy (and therefore the terms and conditions set forth herein are therefore applicable to rooms occupied by either one, two, three or four parties). The College also reserves the sole right to reassign the Student to another residence hall room, to assign roommates, to consolidate vacancies, or to make accommodations in order to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act. The College reserves the right to consolidate student space as necessary when vacancies occur in double/triple/quad rooms. Consolidation refers to reassigning students without roommates together to create more space. **If directed by the College, the remaining student must consolidate with another student.** Refusal to consolidate will result in the student being referred to the conduct process and/or a fine. Consolidation will occur before the fall semester and once during the 5th week of classes of both fall and spring semesters. A voluntary consolidation will occur between the fall and spring semesters. **Students who do not properly follow the consolidation expectations will be referred to the Office of Student Conduct.**

PART 10. PETITION FOR ROOM CHANGES: Students may request a room change starting at the beginning of the third week and ending at the end of the fourth week of each academic semester. If the College approves such a request, the Student shall be responsible for the fees applicable to the vacated room (until the room is completely vacant and all assigned keys are returned), as well as the fees applicable to the new room. The Student must complete the transfer promptly after the College approves such transfer. Moves not approved by the College are void. If the Student has changed rooms without the College’s consent, the Student shall immediately return to his/her/their original Room and may face disciplinary action, including termination of this Agreement, by the College. There will be a housing freeze at all other times and changes will only be made with the approval by the Residential Education and Housing Services Office. **Students who do not properly follow the room change process will be referred to the Office of Student Conduct.**

PART 11. CONDUCT: The student agrees to abide by all Policies and Procedures as outlined in the Student Handbook. The College may take appropriate action for conduct that is found to be in violation of College policies or detrimental to the residence hall environment.

PART 12. HEALTH AND SAFETY TERMINATION BY OCCIDENTAL:

1. Occidental may terminate this Agreement at any time if Occidental concludes in its sole and absolute discretion that, for health and safety reasons, such termination is in the best interest of Occidental College or its student body. For example, and not by way of limitation, Occidental may terminate this Agreement due to the existence or risk of COVID-19 or any other virus, epidemic or pandemic that may affect the health or safety of Occidental students, even if the Student is virus-free. Occidental may also terminate this Agreement even if the Student previously contracted the virus, since the extent of immunity and the risk of reinfection is unknown.

2. Occidental shall provide the Student not less than three business days’ written notice of the termination date of this Agreement. If the Student fails to timely vacate the Student’s Room, Occidental may also impose late fees in accordance with the terms of this Agreement.

3. If Occidental terminates this Agreement pursuant to this Section, Occidental shall refund all unused Room charges to the Student within 60 days after Occidental terminates this Agreement. The amount of unused Room charges shall be calculated as a fraction of the total amount for the semester, the denominator of which is the total number of boarding days in the applicable semester, and the numerator of which is the number of boarding days starting the day after this Agreement terminates and continuing through the end of the semester. For example, if (i) there are 110 boarding days in a semester, and (ii) Occidental terminates this Agreement on the 30th boarding day, then (iii) Occidental shall refund 72.7% of the Room charges to the Student (80 remaining days ÷ 110 total days = 72.7%). If Occidental terminates this Agreement before any semester commences, Occidental shall refund 100% of the Room charges for such semester to the Student.
4. Occidental shall not owe any interest on the refunded Room charge, nor shall Occidental have any obligation to refund any other fees, including but not limited to application fees, early arrival fees, late fees, or room change fees. After the Student moves out and Occidental inspects the Room, Occidental may also require the Student to pay applicable repair and/or replacement fees, in accordance with the terms of this Agreement.

PART 13: GUESTS: Please review the COVID-19 Student Conduct Guidelines for more information.

PART 14. ALCOHOL POLICY AND OTHER PROHIBITIONS: Alcohol is not permitted in any first-year halls or the Substance Free Housing Community, regardless of the age of the student(s) in possession. Empty bottles of alcohol kept for decoration are not allowed in any first-year hall or room with students under the age of 21. Students of age who are not living in first-year residence halls or the Substance Free Housing Community may possess or consume alcohol in their room. Please refer to the Student Handbook for a full description of Occidental College’s alcohol policy.

The Student shall not keep, or permit to be kept in or about the room or common areas, any of the following: illegal drugs (including but not limited to marijuana, which remains an illegal drug under Federal law) and other illegal substances, firearms, weapons, ammunition, fireworks, gasoline, other flammable liquids, benzene, photo development chemicals, any other chemicals that are toxic or explosive and/or other items which could endanger the life, safety or welfare of the Student or other members of the College community. The College at its sole discretion shall determine whether a substance is prohibited.

PART 15. REMOVAL FROM HOUSING: The College may terminate the License Agreement and take possession of the room at any time for the violation of any of the provisions herein, or in the Student Handbook, or when it is in the best interest of the College and the student. This License Agreement is automatically canceled if the student’s enrollment is terminated through withdrawal or leave of absence from the College, academic dismissal, or as directed by the Dean of Students and/or designee.

PART 16. NEWCOMB RESIDENTS: Newcomb Hall will be used for Winter Break housing. This means that students of Newcomb Hall who are not approved for Winter Break housing must prepare their room for Winter Break students to occupy. Lockable closets will be provided in each room for storage, but students should not leave valuable items in their room. The College is not responsible for personal property that is stolen or damaged. Failure to prepare the room will result in a charge to the student’s account to be determined by a facilities representative based on the condition of the room. The College does not supply locking mechanisms such as padlock, combination lock or other securing mechanisms.

PART 17. 4520 and 4522 TOLAND WAY RESIDENTS: Toland Way will be used for veteran student housing. This licensing agreement for residents of Toland Way will be a twelve month agreement typically running from August through August. The summer weekly rate will be billed separately at a prorated weekly rate. Student accounts will be billed directly for summer housing fees, just as for fall and spring housing fees. Residents of Toland Way may have a dog in residence weighing not more than 40 pounds, upon prior approval from the College. They may also have a spouse, partner and/or child in residence, upon prior approval from the College. Toland Way residents will sign-off on a “walk-through” document at the beginning and end of their agreement period and be responsible for any damages considered beyond normal wear and tear.

PART 18. EXPRESS CHECKOUT: Students in campus housing will be automatically signed up for express checkout as they change rooms or leave campus housing under the following conditions:

1. Completion of academic year housing, with dates provided in this license agreement.
2. Withdrawal from the College, completion of degree program, leave of absence or approved Oxy study-abroad program.
3. Marriage (an appointment must be arranged with Housing Services to receive final approval granting a release of this agreement).
5. Birth of a child. The College does not allow for children to live in the residence halls, except at Toland Way properties.

PART 19. COLLEGE’S RIGHT TO TERMINATE AGREEMENT:

1. Circumstances Resulting in Termination of Contract. The College shall have the right at its option (and in addition to other available remedies) to terminate this Agreement 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:

   A. Monetary Default. 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 College’s delivery of the Notice of Termination (the “Three-Day Period”). The College shall exclude Saturdays, Sundays and other judicial holidays from the calculation of the Three-Day Period.

   B. Non-Monetary Default. A violation by the Student of any of the other terms and conditions of this Agreement, unless such violation is, in the College’s sole judgment, curable and the Student does cure such violation to the College’s satisfaction during the Three-Day Period;

   C. Loss of Student Status. The termination of the status of the Student as a currently enrolled full-time student at the College for any reason;

   D. Health, Safety, General Welfare or Emergency (Except as Specified in Part 11 Above). If the College 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 College’s sole judgment, curable and the Student cures such matter to the College’s satisfaction during the Three-Day Period). Since Student housing 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 College. The College 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.

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 at the time set by the College; (2) the College shall be entitled to retain (or obtain from the Student if paid in installments) the Student’s payment; (3) the College will assess the Student those damage charges described in above (if any); provided the Student has completed the established check-out procedure and the Student has settled in full all accounts and debts owing to the College. The Student hereby agrees that the liquidated damages fee noted above covers a portion of the College’s costs resulting from the Student’s failure to fulfill the terms of the Contract, 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.

PART 20. APPLICABLE LAW AND VENUE: This Contract 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.

PART 21. MEGAN’S LAW NOTICE: The College 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.
PART 22. INFORMATION ABOUT BED BUGS:

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 ⅛ 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.

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.

3. Bed bugs can survive for months without feeding.

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.

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.

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

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 the College (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 the College for any losses, damages and expenses as a result of the negligence of Student or any guest occupying or using the Room. Further, the College shall not be liable for any loss of Student’s personal property as a result of an infestation of bedbugs.

PART 23. LEAD-BASED PAINT (FOR HOUSING BUILT BEFORE 1978):

1. Lead Warning Statement. Housing built before 1978 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.

2. The College’s Disclosure. The College has no current knowledge of the presence of lead-based paint and/or lead–based hazards in the housing.

3. No Records or Reports. The College has no reports or records pertaining to lead-based paint and/or lead–based paint hazards in the housing.

4. Student’s Acknowledgement. By signing below, 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://bit.ly/2ts1FUt
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.

**PART 24. ASBESTOS DISCLOSURE (FOR HOUSING BUILT BEFORE 1979):** Some of the student housing was built prior to 1979, when asbestos was used as a material in the construction of buildings. The College has conducted a review of buildings for known friable and non-friable asbestos and identified specific areas with asbestos containing materials ("ACMs"). The College maintains a specific listing of buildings with known friable and non-friable asbestos, and buildings where no ACMs have been found, and publishes the list on its website at [https://bit.ly/2SNiHGB](https://bit.ly/2SNiHGB). For additional information regarding ACMs, the Student may contact the Office Facilities Management The College 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, other than the list noted above where the College has found ACMs. If the room contains ACMs, please note the following information regarding these materials:

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.

2. Student shall notify the College 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.

**PART 25. ASSISTANCE ANIMALS:** The College recognizes the importance of “Service Animals” as defined by the Americans with Disabilities Act (ADA) and the broader category of “Assistance Animals” under the Fair Housing Amendments Act (FHAA) that provide physical and/or emotional support to individuals with disabilities. Non-caged animals are generally not allowed in Student housing, and pets are prohibited. However, the College will consider a request by a Student with a disability for reasonable accommodation from this prohibition to allow an Assistance Animal that is necessary and reasonable because of the Student's disability. Given the logistical considerations of having an animal on campus, specific processes are required to ensure safe and healthy interactions between the animal, the Student and the campus constituencies. To request permission to keep an Assistance Animal in the room, the Student should contact the College's Office of Disability Services.

**PART 26. STUDENT CERTIFICATION:** The Student certifies that the statements made in connection with this Agreement are true and correct.

1. **THE STUDENT REPRESENTS THAT HE/SHE/THEY HAS READ AND UNDERSTANDS THIS CONTRACT. BY PROVIDING HIS/HER/THEIR ELECTRONIC SIGNATURE BELOW, COMPLETING THE BLANKS AND CLICKING "I AGREE", THE STUDENT IS AGREEING TO ABIDE BY ALL OF THE CONTRACT’S TERMS AND CONDITIONS, AND GRANTS PERMISSION TO THE COLLEGE TO RELEASE THE STUDENT’S NAME AND CONTACT INFORMATION TO THE STUDENT’S ROOMMATE(S).**

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

3. **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 THE COLLEGE,**
ADDRESSED TO THE DEAN OF STUDENTS OFFICE, WITH A PARENT OR GUARDIAN'S COMPLETED INFORMATION AND SIGNATURE.

Last updated 3/9/22