

## HOUSING SERVICES LICENSE AGREEMENT

### Fall Resident Agreement 2017-2018

#### Terms and Conditions

This License Agreement (hereafter referred to as the “Agreement”) is entered into between CGU Student Housing, LLC, a California limited liability company (hereafter referred to as the “Licensor”) and the person named on this Agreement (hereafter referred to as the “Licensee”). Submitting a hard-copy or electronic copy version (with electronic signature) of this Agreement to the University Housing Services office shall constitute acceptance of the Agreement terms and conditions by the Licensee. This Agreement is considered accepted by the Licensor the date upon which the Licensor sends out an official Confirmation Letter, via postal service or electronic mail, to the Licensee.

#### I. OBLIGATIONS OF LICENSOR

##### A. Occupancy

- 1) The Licensor grants Licensee permission to occupy a bed space and common areas located within the Claremont Graduate University Apartments facility (hereafter referred to as the “Premises”) for the Agreement Period beginning on August 23, 2017 and ending August 21, 2018, unless sooner terminated by this Agreement. The Licensor may withdraw such permission in accord with the terms of this Agreement. Specific assignment of a room or apartment unit shall be made at the discretion of the Licensor, and may be changed by the Licensor without notice. This is not a lease or other interest in real property, and Licensee does not have the rights of a tenant under California law.
- 2) Premises are for the sole use as a personal residence by Licensee and the following named person(s) **only**:

##### B. Enhancement of Educational Experience

The Licensor shall maintain a professional staff to work with Licensees to develop a community concept within the Premises, in order to enhance the social, educational, and recreational experiences of the Licensees. The Licensor shall provide opportunity for input by Licensee into the development of the community. Licensee agrees to recognize the importance of maintaining the Premises as an environment that is conducive for fellow Licensees, and other students of the Claremont Graduate University (“University”), to study, live, and sleep. While in the facility, Licensee agrees to not disturb this environment.

##### C. Utilities, Services, and Furnishings

The Licensor shall pay for water, trash, and electricity for the Premises. However, the Licensor may, in its discretion, pass on to Licensee any charges for excessive use of the aforementioned utilities. The Licensor shall also provide basic cable television and basic internet services at no charge, but makes no commitment to provide specific cable channels. The Licensor shall provide one or more telephone jacks on the Premises, but Licensee shall be responsible for securing and paying for telephone service. The Licensor may provide furnishings, which shall be listed, with the condition thereof noted, on an Apartment Condition Report (hereafter referred to as “ACR”), which is hereby incorporated into this Agreement as though fully set forth herein. The Licensor shall provide the Licensee with the ACR at the time of Licensee’s occupation of the Premises. Licensee assumes full responsibility for items furnished by Licensor and agrees to return same to Licensor at the expiration of the Term hereof in as good condition as when received, reasonable wear and tear expected. Licensee shall be responsible for returning all furniture to its original position prior to vacating the Premises. Licensee will not remove Licensor's furniture, fixtures, and/or furnishings from the Premises for any purpose. Licensee shall be responsible for all loss, breakage or other damage to furnished items. Licensee agrees that upon the expiration or termination of this License, Licensee will peacefully surrender possession of the Premises and the furnishings to Licensor in as good condition as they are at the beginning of the term of this License, reasonable wear and tear expected. Licensee further agrees to take good care of the Premises, including the furnishings and the common areas of the Premises, to permit and suffer no waste to be committed to the Premises, and to make no changes or alterations to the Premises, including the furnishings and the Premises, resulting from the neglect, carelessness, misconduct or fault of Licensee or Licensee's guests.

##### D. Owner’s Agent

Owner has hired Capstone On-Campus Management, LLC (“Agent”) as its property manager to conduct and handle all business for the Premises. This includes addressing select Licensee issues, establishing and enforcing certain policies and procedures, and collection of License Fees. Agent will handle all matters regarding issues, policies and procedures outlined in the Owner’s policies for University housing (“University Housing Policies”). Note that when the term “Owner” is referenced herein, Agent is authorized to act on the Owner’s behalf.

##### E. Notice

The use of housing facilities is subject to Articles 5 and 6 of Subchapter 5 of Chapter 1 of Part V (Sections 42000 through 42103) of Title 5 of the California Code of Regulations.

#### II. OBLIGATIONS OF LICENSEE:

##### A. Age

Licensee must be at least eighteen (18) years of age during the initial semester in which he or she shall be a resident.

## **B. Eligibility for Occupancy**

To maintain eligibility for occupancy, Licensee must be enrolled in the Fall and Spring semesters. Licensee is not required to be enrolled in classes at the University for the Summer semester but must be a student in good standing during that semester.

## **C. License Fee and Other Fees**

- 1) The term "License Fee" shall mean all monetary obligations of Licensee to the Licensor under the terms of this Agreement, excluding the Administrative Fee, discussed below. Licensee shall pay the Agreement period aggregate License Fees that are specified and established by the Licensor. The amount of License Fee will be based on the academic semester and the floor plan design of Licensee's unit and can be paid in monthly, semesterly, or annual installments. For purposes of this Section II(C) and any cancellation of this Agreement, the Fee Period shall commence on August 1.
- 2) The License Fee is: \_\_\_\_\_.
- 3) In addition to the aforementioned License Fee, Licensee shall pay a fee in the amount of three hundred dollars (\$300.00) which is an initial nonrefundable administrative fee, representing the application fee and set up fee ("Administrative Fee"). The Administrative Fee is to be submitted with the application materials (Application and License Agreement) in order to be further considered for housing on the Licensor Premises. This fee is required to process the Licensee's application and is not part of the cost of the license. The Administrative Fee is not a deposit and is not refundable, even if Licensee cancels this Agreement. Until Licensor has executed this License, Licensor shall have the right to refuse acceptance of Licensee for any reason whatsoever; provided, however, such refusal shall not be based on Licensee's race, color, religion, sex, familial status, handicap, national origin, or any other reason prohibited by law. In the event of a refusal, Licensor shall refund to Licensee, if applicable, the service fee and any prepaid License fee.
- 4) Prior to receiving keys to the bed space, Licensee is required to pay the outstanding amount owed for the first month of License Fee based on the floor plan approved for occupancy by the Licensor. The licensee will make ongoing payments for the bed space in monthly, semesterly, or annual installments in accordance with the fee structure established by the Licensor
- 5) If Licensee is paying License Fee for the Premises from Financial Aid, which includes loans, sponsorships, scholarships, fellowships, grants, or any other comparable financial aid; Licensee must make arrangements for the funds to be either transferred to Licensor directly, or for the funds to be transferred to licensee and then licensee shall pay the License Fee to Licensor. Licensor is not responsible for contacting financial aid or making any arrangements on Licensee's behalf to receive financial aid payments for the License Fee for which the Financial Aid is received. Licensee shall be responsible for any License Fees or obligations that are not fully covered by the Financial Aid award.
- 6) For Licensee's that elect to pay the License Fee on an annual basis, the License Fee must be paid in full on or before August 1, 2016.
- 7) Unless Licensee is paying License Fee online, License Fee payment must be in the form of a personal check, money order, cashier's check, or company check. Agent and Licensor do not accept cash.
- 8) Licensee agrees that License Fee is due in advance on the first (1<sup>st</sup>) day of each month of Licensee's tenancy and is considered delinquent on the second (2<sup>nd</sup>) day of the month. Payments are to be made to "CGU Student Housing, LLC". License Fee payments can be made via one of the following two options:
  - a. At the Agent's office, Apt. 103, Building B, in the Claremont Graduate University Apartment complex.
  - b. Online at
- 9) Licensee agrees that License Fee payments received after the fifth (5<sup>th</sup>) day of the month will be assessed a Late Charge equal to \$50 per installment for each installment period that License Fee is delinquent.
- 10) Licensee agrees that a Penalty Fee of fifty dollars (\$50.00) will be assessed for each check that is returned to the Licensor for Insufficient Funds.
- 11) Licensee agrees that after the initial License Fee payment, all future License Fee payments will be applied first to any outstanding balance incurred by Licensee through Late Charge(s), Penalty Fee(s), and/or past License Fee obligation(s) before being applied to the current License Fee obligation.
- 12) If Licensee is moved to other accommodations at Licensee's request, Licensor may charge Licensee an administrative fee in an amount not to exceed \$200.00 as a condition to such move.
- 13) If Licensor institutes any legal proceedings against Licensee for breach of any provision contained herein, and prevails in such action, Licensee shall be liable for the costs and expenses of such action incurred by Licensor, including Licensor's reasonable attorneys' fees and reasonable expert witnesses' fees, if any, in addition to any amounts awarded to Licensor in such action. If any amount due under this License from Licensee is not paid within five (5) days after the due date, such amount shall accrue interest from the due date until paid in full at the maximum rate permitted by law. Such interest is in addition to any late charges or other amounts payable on account of such delinquency in payment.
- 14) Failure of Licensee to satisfy financial obligations of this License Agreement shall subject Licensee to one or more of the following:
  - a. Late Charge(s) as outlined in Section 9 above.
  - b. Revocation of the License Agreement as outlined in Section III(B) below.
  - c. Removal from the Premises.
  - d. Placement of a University-wide "HOLD" on all transcripts, diplomas, class registration, and financial aid release.
  - e. Not being allowed to renew License agreement for any future License periods.
  - f. Interest accruing on the unpaid amounts as outlined in Section 13.
  - g. Payment of attorneys' fees as outlined in Section 13.
  - h. By signing this License Agreement, Licensee consents to the release of information from student records to non-CGU third

parties, such as credit bureaus, credit gathering organizations, skip tracers, billing agencies, legal counsel, parents, and employees who may, in the judgment of Licensee and to the fullest extent of the law, be necessary or helpful in the collection of delinquent obligations arising out of this agreement.

- i. By signing this License Agreement, Licensee gives permission to Licensor and its Agent to use any legal means necessary to collect payments due.

#### **D. Keys And Locks:**

- 1) Licensee shall not re-key any of the locks or install new locks, and shall immediately notify the Licensor of any lock and/or key problem.
- 2) Lost keys, stolen keys, and damaged locks will be replaced or repaired at Licensee's expense. On the fourth (4<sup>th</sup>) occurrence of a request for a replacement set of keys and/or a lock change during one academic semester, and each occurrence thereafter, Licensee's account will be charged a Fee of one-hundred dollars (\$100.00) in addition to the established replacement or repair costs.
- 3) Extra keys may be requested by Licensee, but must be approved by the Licensor. All extra keys provided will be at Licensee's expense. All keys must be surrendered to the Licensor upon termination of the Agreement.

#### **E. Maintenance of the Premises**

- 1) Licensee shall at all times maintain the Premises in good order and repair and, upon expiration or termination of the Agreement, shall surrender the Premises to the Licensor in the same condition in which they were delivered on the date of this Agreement.
- 2) Licensee shall make no alterations to the Premises without the written permission of the Licensor.
- 3) The Licensor is not responsible for damage, destruction, loss or theft of personal property of Licensee that is or was located on the Premises at any time, including periods when Licensee is not in occupancy or after the Agreement period has expired.
- 4) Licensee bears sole responsibility and discretion as to the securing, protecting, and insuring against damage of his/her personal property.
- 5) Licensee acknowledges that the Licensor has no insurance to cover the personal or property damage of Licensee.

#### **F. Waiver of Damage and Hold Harmless**

Licensee agrees that Licensor does not promise, warrant or guarantee the safety and security of Licensee, Licensee's guests or Licensee's personal property against the criminal actions of other residents or third parties. Furthermore, Licensor shall not be liable for any damage or injury to Licensee, Licensee's guests or Licensee's personal property or to any person entering the Premises, for injury to person or property arising from theft, vandalism or casualty occurring in the Premises.

Licensee has the responsibility to protect him or herself and to maintain appropriate insurance to protect his or her belongings. It is a fact that no security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices can guarantee protection against crime. As to any and all security measures taken at the Premises, you may not rely for your personal safety upon any measures Licensor may take to secure the buildings. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Further, repairs to such devices cannot always be completed immediately. Therefore, Licensee should always proceed on the assumption no security systems exist. **Licensee acknowledges they have read, understood and agrees with the above notice. Licensee has received no representations or warranties, either expressed or implied, as to the overall safety of the Premises and/or any security system on the Premises. Licensor has not in any way stated or implied to Licensee that security of person or property is provided, promised or guaranteed or that the Premises was or will be free from crime.**

Licensee hereby expressly releases Licensor, Agent and the University from any and all liability for loss or damage to Licensee or any property of Licensee caused by water leakage, broken pipes, theft, vandalism, or any other cause beyond the reasonable control of the Licensor. Licensee shall indemnify and hold the Licensor, Agent, the University, and the property of the Licensor, including Premises and the building, free and harmless from any and all liability, claims loss, damages, or expenses, including consultation fees and costs arising by reason of the death or injury of any person, including Licensee or any person or agent of Licensee, or by reason of damage or destruction of any property, including property owned by Licensee or by any person who is an agent of Licensee, caused or allegedly caused by some condition of Premises or the building, the fault of Licensee, or some act of omission, whether negligent or intentional, on Premises of Licensee or any person in, on, or about Premises as a guest or invitee of Licensee. Nothing herein limits or eliminates the obligation of Licensor to exercise a duty of care to prevent personal injury or personal property damage where that duty is imposed by law.

#### **G. Neighborhood Conditions**

Licensee is advised to satisfy him or herself as to neighborhood or area conditions including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, government services, adequacy of internet and phone service, transportation, nuisances, facilities, condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements, preferences, and any other issues of value and concern to Licensee.

#### **H. Adherence to Rules and Regulations**

Licensee shall, and ensure that all guests or invitees shall, at all times obey any and all rules, regulations, policies, and prohibitions set forth by the Licensor or established in the CGU Student Housing Guide prior to or during the Agreement period. All such rules, regulations, policies, and prohibitions are incorporated in this Agreement as though fully set forth herein.

#### **I. Insurance**

Licensee acknowledges that the Licensor does not provide insurance coverage of any kind to Licensee, all named persons herein, or any guests or invitees of Licensee against bodily injury; loss or damage due to fire, theft, vandalism, rain, water, criminal, or

negligent acts of others; or any other cause. Licensee is advised to establish and maintain his or her own personal insurance to protect from bodily injury, loss or damage.

### **III. EXPIRATION, REVOCATION, AND CANCELLATION OF AGREEMENT**

#### **A. Normal Expiration**

The license conferred by this Agreement shall expire on the date specified in Section I(A)(1) of this Agreement.

#### **B. Revocation by Licensor**

The Licensor may revoke this Agreement and initiate eviction proceedings through the service of a 3-day eviction notice on the Licensee upon the occurrence of any of the following reasons:

- 1) Nonpayment of fees.
- 2) Breach or default of this License Agreement by Licensee.
- 3) Failure to maintain student status with the University.
- 4) Selling, using, knowingly possessing, or being in the presence of restricted or dangerous drugs, controlled substances, or narcotics as those terms are used in California or Federal statutes.
- 5) Possession of any firearm, knife, deadly weapon(s), ammunition, fireworks, explosives, or dangerous chemical(s).
- 6) Misuse, abuse, theft, or destruction of campus property or misuse, abuse, theft, or destruction of the property of any member of the campus community.
- 7) Physical abuse towards any campus community member, or the threat of such abuse.
- 8) Falsification of any legitimately required information requested by the Licensor.
- 9) An emergency in which the peaceful and orderly operation of the University, or the health and safety of any person, is or may be jeopardized.
- 10) Administrative necessity of the Licensor.

#### **IN THE EVENT LICENSOR TERMINATES THIS LICENSE DUE TO LICENSEE'S DEFAULT OR BREACH OF THE LICENSE, LICENSEE SHALL STILL BE RESPONSIBLE FOR THE FULL AMOUNT OF THE LICENSE FEE WITHOUT SET OFF OR DEDUCTION.**

The exercise of any remedy by Licensor should not be taken to exclude or waive the right to exercise any other right or remedy which Licensor might have. Even if Licensor accepts fees or other sums due from Licensee after Licensee is given notice to vacate the Premises and leave the property or an eviction suit is filed against Licensee, such acceptance of fees does not waive or diminish Licensor's continuing rights of eviction or any other contractual or statutory right unless Licensor specifically agrees to it in writing.

Given the unique nature of the license as student housing, termination of this License by Licensor shall not affect Licensee's obligation to pay any outstanding installments of the License Fee. No refunds of any License Fee shall be made in the event of termination of this License by Licensor.

In addition, Licensor has the right, but not the obligation, to terminate this License due to disciplinary actions taken against the Licensee pursuant to Section 41301-41304 of Article 2, Subchapter 4 of Chapter 1 Title 5 of the California Code of Regulations, due to administrative necessity of the campus, due to Licensee's failure to maintain status as a student other than pursuant to discipline. If Licensor elects to terminate this License for one of the foregoing reasons, payment of the License Fee shall be controlled by 5 Cal. Code Reg. §42019.

Notices of revocation of this License shall be made by delivering a copy of the Licensee personally, or if Licensee is not in his or her Apartment, by leaving a copy with a roommate and mailing a copy to Licensee, or if no roommate is present, by affixing a copy to the door of the Apartment and mailing a copy to the Licensee. All other notices and demands by Licensee to Licensor shall, unless otherwise required by law, be delivered in writing to the location where License fee is to be paid, and shall only be deemed delivered upon actual receipt thereof by Licensor. All other notices and demands by Licensor to Licensee may, unless otherwise required by law, be sent by mail to Licensee, by personal delivery to Licensee by posting the notice or demand on the front door of the Premises, or by University email account.

#### **C. Cancellation/Abandonment by Licensee**

- 1) Except as provided herein, no termination of this License prior to the normal expiration thereof, by lapse of time or otherwise, shall affect Licensor's right to collect the total License Fee set forth in Section II(C). Without waiving Licensee's rights as a Licensee under Civil Code §§ 1953 or 1954, Licensee shall not vacate the Premises or exercise any right of termination arising out of any breach by Licensor of any provision of this License due to the condition or state or repair of the Premises, and Licensee waives any right, statutory or otherwise, to do so. Unless otherwise allowed by law, no surrender of the Premises by delivery of keys or otherwise shall operate to terminate this License unless and until expressly accepted in writing by Licensor.
- 2) Licensee may cancel this Agreement, without cause, by presenting written notice to Agent at least thirty (30) calendar days before the first day of the Fee Period. Any request by Licensee to cancel this Agreement that is presented thirty (30) or more days before the start of the Agreement Period will not be charged a Cancellation Fee.
- 3) Any request to cancel this Agreement that is presented less than thirty (30) calendar days before the first day of the Agreement Period will be assessed a Cancellation Fee equal to \$50 per day from August 1, 2017 to the effective date of cancellation.

- 4) Any request by Licensee to cancel this Agreement that is presented during the Fee Period must include a statement of reasons therefore. The request must be presented at least thirty (30) calendar days before the date upon which Licensee wishes to vacate the Premises. The Licensor shall agree to cancel the Agreement if Licensee presents acceptable evidence of: 1) cessation of student status; 2) marriage (that occurred after the start of the Fee Period); or 3) hardship. A release request must include verification appropriate to the circumstance. A release request for financial hardship must be due to a verifiable loss of income that has occurred since the start of the Agreement Period. All other requests to cancel this Agreement under this subsection shall be granted or denied at the sole discretion of the Licensor.
- 5) If the termination request and supporting documentation is received by Agent after the commencement of the Fee Period with at least 30 days' notice and the request is accepted by Licensor, then Licensee will be charged a cancellation fee based on \$50 per day from the date of the notice to the date of the occupancy, or the License Fee, whichever is less.
- 6) If the termination request and supporting document is received by Agent after the commencement of the Fee Period (with or without 30 days' notice) and the request is not accepted by Licensor, then Licensee shall not be relieved of payment of the full amount of the License Fee.
- 7) If the termination request and supporting documentation is received by Agent after the commencement of the Fee Period with less than 30 days' notice and the request is accepted by Licensor who also waives the notice, then Licensee will be charged a daily rate of \$50 from the date of the notice to the last day of occupancy, or the License Fee, whichever is less.
- 8) Nothing herein relieves Licensee from payment of License Fees accrued through the date of the termination request. **Please Note:** Licensee will not be released from liability due to school withdrawal or transfer, business transfer, loss of job, University conduct sanctions, marriage, divorce, health, roommate conflict or change in admissions status without prior approval of Licensor. Except as provided herein, License Fees, late fees, and termination fees still apply in cases where the admission status has changed or Licensee is no longer attending the University.
- 9) Abandonment of the Premises by Licensee shall not relieve Licensee of his/her obligations under this Agreement. The Licensor may, at its sole discretion, elect to cancel this Agreement following an abandonment of the Premises by Licensee.

#### **D. Destruction or Unavailability of Premises**

The Licensor may cancel this Agreement if, due to circumstances not reasonably foreseeable at the time of its execution or beyond the control of the Licensor at any time, the Premises or Licensee's bed space are destroyed or become unavailable. In the event of damage or destruction to the Premises without the fault of Licensee, or Licensee's agents or guests, Licensee's obligations to pay License fee hereunder shall be abated only if Licensor terminates this License, or does not furnish Licensee with similar accommodations within the Premises. Any refunds due Licensee, if any, shall be offset by the cost of restoring damaged, lost or destroyed property (normal wear and tear excepted) as well as the cost of cleaning the Apartment that has not been left in a reasonably clean condition. If any refund is insufficient to cover these costs or if there is no refund due, then Licensee shall promptly pay the difference.

#### **E. Refunds for Cancellation or Revocation**

Refunds of License Fees for the cancellation or revocation of this Agreement shall be governed by the provisions of section 42019 of title 5 of the California Code of Regulations.

#### **F. Non-Waiver of Breach**

The waiver of any breach of this Agreement shall not constitute a waiver of any subsequent breach. The Licensor's acceptance of License Fee with knowledge of Licensee's violation of a provision or covenant of this Agreement does not waive the Licensor's right to enforce any provision or covenant of this Agreement.

#### **G. Vacating the Premises**

Licensee shall vacate the Premises (1) upon the normal expiration of this Agreement or (2) cancellation/revocation of this Agreement and within the 3-day eviction notice period if the licensee is unable to comply with the demands set forth in the 3-day eviction notice, whichever comes first. Upon any termination of the License created hereby, Licensee shall: (a) vacate the Premises, moving therefrom all of Licensee's personal property of whatever nature, (b) remove all rubbish, trash, garbage and refuse from the Premises and cause the Premises including all kitchen appliances, baths, closets, storage areas, etc., to be thoroughly cleaned, so as to be in the same condition as the same were in on the commencement date of the term of this License, reasonable wear and tear expected; (c) return to Licensor all keys to the Premises and ID access cards (if any); (d) provide to Licensor complete change of address information; (e) schedule check-out time with Licensor; Licensee shall schedule such check-out not less than three (3) days before the expiration date stated in the terms and description above. Licensee shall perform Licensee's obligations under clauses (a) through (e) no later than midnight on the expiration date stated in the terms and description above or if this License or Licensee's right to possession of the Premises is terminated before the expiration date stated in the terms and description above, Licensee shall perform Licensee's obligations within three (3) days after such termination.

#### **H. Holding Over**

Licensee shall promptly vacate the Premises and remove all of Licensee's goods and property therefrom and shall not remain in possession of the Premises after the expiration or earlier termination of this License, whether the same occurs by lapse of time or otherwise. Licensee understands that Licensor will have fewer than 30 days after the expiration date set forth in Section I(A)(1) above to prepare the Premises for a new Licensee at the beginning of the academic year. Accordingly, Licensee agrees that Licensee's holding over in the Premises will cause serious damage to Licensor and, if Licensee remains in possession of the Premises after the expiration or earlier termination of this License, Licensor shall initiate an action to evict Licensee and Licensee shall be liable for, and shall pay, holdover license fee in the amount of \$150.00 per day, together with all other amounts for which Licensee is liable pursuant to the terms of this License. No such holding over shall constitute any form of License, but shall constitute an unlawful retention of possession, and Licensor may exercise any right or remedy available under this License or at law or in equity to

recover possession of the Premises and damages from Licensee. In addition, any property of the Licensee remaining after vacating the Premises may be removed by Licensor and stored at the expense and risk of Licensee and will be disposed of pursuant to California Code of Regulations, Title 5, Section 42375.

#### **I. Disposition of Property**

Any property of licensee remaining on the premises after abandonment, termination, eviction or revocation of this license may be removed and placed in storage. In the case of an abandonment, the Licensor may, at its discretion, keep or dispose of the items if Licensee has not requested the return of the property within 15 days of receipt of notice (18 days if the notice is sent by mail). In cases where property has been lost or is otherwise unclaimed, the Licensor, after six months, may, at its discretion, sell or permanently discard unclaimed items. The Licensor may charge a reasonable storage fee before the return of property. Licensee releases the Licensor from any liability for any damages or loss to property disposed of in the manner described above.

#### **IV. Treatment of Indebtedness**

Any failure by Licensee to satisfy the financial obligations of this Agreement may result in the following:

- 1) Imposition of a late fee, in accordance with Licensor fee schedules;
- 2) Revocation of the Agreement and Eviction
- 3) Withholding of University services, official transcripts, and registration privileges;
- 4) Offset/garnishment of paychecks, loans, grants, scholarships, lottery winnings, and income tax refunds or rebates;
- 5) Referral to and legal action for collection of any balance due or past due, including for the recovery of the costs of collection;
- 6) Notification to credit bureau organizations of any past-due status and/or balances.

#### **V. Right of Entry & Relocation**

Licensor has the right, as do its agents, to enter the Apartment in the following cases: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the Apartment to prospective or actual purchasers, mortgagees, licensees, workers, or contractors; (c) when you have abandoned or surrendered the Premises; and (d) pursuant to Court order. Except in cases of emergency or when you have abandoned or surrendered the Premises, we, as Landlord, shall not enter the Premises during other than normal business hours at the time of entry. The Licensor shall exercise this right reasonably and with respect for Licensee's privacy and study needs.

No notice shall be required if the Landlord is responding to an emergency; if you are present and consent to the entry at the time of entry; or after you have abandoned or surrendered your Apartment. If the purpose of the entry is to exhibit the Apartment to actual purchasers, notice may be given orally, in person or by telephone, if the Landlord or its agent has notified you in writing that the property is for sale and that the Landlord or its agent may contact you orally for the above-described purpose. No written notice, however, is required for an entry for agreed repairs or services; Landlord and Licensee may orally agree to this type of entry. In all other cases, twenty-four (24) hours written notice shall be presumed reasonable notice. Licensor may mail you notice; if it does so, mailing at least six (6) days prior to an intended entry is presumed reasonable notice. **Please note that, in recognition of the foregoing, you may not change any locks at any time.**

Licensor reserves the right, in its sole discretion, upon **three days** advance written notice to relocate you to another apartment unit or another bed type in the Premises for any reason. In an emergency, Licensor may relocate you with less than **three days'** notice. A roommate or resident conflict will not be grounds to terminate the License Agreement. If Licensee requests to be relocated and Licensor is able to accommodate the request, a \$200.00 relocation fee will be paid in advance.

#### **VI. Taxable Possessory Interest**

It is the position of the Licensor that this Agreement does not create a taxable possessory interest in real property. However, pursuant to Revenue and Taxation Code section 107.6, Licensee is hereby notified that a taxing authority may take a contrary view and may assess Licensee property taxes based on Licensee's interest in this Agreement.

#### **VII. Default**

In the event Licensee is in default under this License, Licensor shall have the right to terminate this License under Section III(B) and Licensee shall peacefully surrender the Premises to Licensor. Licensor may repossess the Premises by summary proceedings, ejectment, or other lawful procedures, and may dispossess Licensee and remove Licensee and Licensee's property therefrom without being liable for any damages therefore. No repossession and/or dispossession of the Premises shall constitute a termination of this License, unless Licensor also gives written notice of termination to Licensee. No such termination of this License by Licensor shall relieve Licensee of Licensee's liability and obligations under this License, and such liability and obligation shall survive any such termination. In the event of any termination contemplated herein, in addition to any damages with respect to the condition of the Premises, Licensee shall be liable to Licensor for the payment of one hundred percent of the total License Fee set forth on page one. Licensee understands and agrees that licensing of the Premises by Licensor is completely dependent upon academic enrollment and that, if Licensee defaults under this License, Licensor will be unlikely to re-let the Premises before the expiration date stated in the terms and description. The election by Licensor not to exercise its right to terminate this License upon Licensee's default does not constitute a waiver of Licensor's right to terminate this License upon any subsequent default by Licensee. All unlawful detainer costs shall be paid by Licensee. Default on the part of Licensee shall include, but is not limited to, the following:

- (A) Delinquency in the due and punctual payment of any License Fee or other payment required hereunder.

- (B) Maintaining a nuisance within the Premises.
- (C) Disorderly or illegal behavior on the part of Licensee or Licensee's guests.
- (D) Keeping any handguns, firearms or weapons of any type, or any explosive, flammable, or any extra hazardous substances, or any article or thing of a dangerous nature on the Premises.
- (E) Misuse of alcoholic beverages or the illegal manufacture, sale, possession, or use of narcotics, marijuana, hypnotics, stimulants, hallucinogens, or other similar known harmful or habit-forming drugs and/or chemicals within Premises by Licensee or Licensee's guests (whether or not Licensor can establish possession.)
- (F) Inability or refusal on the part of Licensee to adjust to the concept and requirements of living in a student residence environment.
- (G) Violation of any of the Rules and Regulations governing the Premises, by Licensee or guest whether now in existence or as they may be amended in the future.
- (H) Incorrect, misleading or untrue, or incomplete representations contained in Licensee's application for rental.
- (I) Violation of any of University rules, regulations, or policies governing students; academic or other probation of Licensee; withdrawal of Licensee from enrollment; expulsion of Licensee; suspension of Licensee; and any and all other acts or omissions by Licensee deemed by the University, to be inconsistent with student enrollment.
- (J) Licensee's failure to perform or observe any term or provision of this License, even if not covered by any of subparagraphs (A) through (I).
- (K) Licensee or guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation, and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and or/deferred adjudication.
- (L) Licensee fails to move into bedroom after completion of all required documentation, or if Licensee abandons or apparently abandons bedroom.
- (M) Licensee fails to make initial payment when due.

### **VIII. Assignment**

The Licensor retains the right to transfer its interest and/or obligations under this Agreement. Licensee may not assign, sub-license or transfer his/her rights or obligations under this Agreement without the written permission of the Licensor. Licensee may not permit the occupancy of the Premises by any other person without the written permission of the Licensor. Any purported assignment or sub-license shall be null and void, shall not confer any rights upon any third party, and shall constitute a default of Licensee under this Agreement.

### **IX. Condition Precedent**

Licensee agrees that complete and timely payment by Licensee to Licensor of each installment License Fee payment, as set forth above, is and shall be a condition precedent to Licensee's rights, including right of use and occupancy at the beginning of the term, under this License, and that Licensee's failure to make such payments in a complete and timely manner shall constitute a breach of such condition precedent which entitles Licensor, at its election, to terminate Licensee's rights under this License, including right of use and occupancy, and to license the space reserved for Licensee to other persons, and to retain the partial payments made by Licensee.

### **X. Miscellaneous Terms**

- 1) It is expressly understood and agreed that this License (including the incorporated documents such as the Rules and Regulations, Resident Handbook and any signed addenda) contains the entire agreement between the parties hereto and that Licensor is not and shall not be bound by any representations, agreements, or promises, oral or written, not contained in this License. This License may not be modified orally, and may only be modified by a writing signed by License and Licensee.
- 2) The invalidity of any provision of this License or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this License shall be valid and enforceable to the fullest extent permitted by law.
- 3) This License is governed by and construed according to the laws of the State of California. Licensee consents to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within Los Angeles County in the State of California. If any of the terms or conditions hereof conflict with any such law, then such terms or conditions shall be deemed inoperative and null and void insofar as they may be in conflict therewith and shall be deemed modified and amended to conform to such law.
- 4) Words used in this License in the masculine gender include the feminine and neuter.
- 5) The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the License terms.
- 6) Time is of the essence of this License and of each and every term and condition herein contained.
- 7) The failure of Licensor to insist upon a strict performance of any term or condition of this License or to exercise any right herein conferred in any one or more instances shall not be deemed a waiver or relinquishment of any right or remedy that Licensor may have and shall not be deemed a waiver of any subsequent breach of such term or condition. No term or condition of this License may be waived orally and a waiver by Licensor shall be effective only if it is in writing signed by Licensor.

**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](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include the address at which the offender resides or the community of residence and ZIP Code in

which he or she resides. Licensor is providing this notice in compliance with a legal requirement. This notice is not intended as a statement or implication that any Licensor facility is susceptible to the activities of or has experienced any problems with sex offenders. This notice is only intended to make the law widely known.

**TERMS AND CONDITIONS**

I have read and understand the “*Terms & Conditions*” as outlined in CGU Housing Services License Agreement. I have also read and understand the CGU Housing Services Student Guide, which is incorporated herein by this reference. I agree to abide by the terms, conditions, and policies of all the forenamed documents described in each document.

Signature of Student	Date

CGU Student Housing, LLC / 150 E. Tenth St. / Claremont, CA 91711 (909) 447-5053 / <http://www.cgu.edu/pages/1156.asp>