# 2010 – 2011 Student Housing License Agreement

<table>
<thead>
<tr>
<th>LMU Student I.D. #</th>
<th>Name: ____________________________ (Please Print)</th>
</tr>
</thead>
</table>

This Student Housing License Agreement (the “Agreement”) is executed by and between Loyola Marymount University, a California Nonprofit Corporation hereinafter referred to as LICENSOR or UNIVERSITY, and

<table>
<thead>
<tr>
<th>(Student Name)</th>
<th>a full-time student at Loyola Marymount University, referred to as LICENSEE.</th>
</tr>
</thead>
</table>

## 1. Eligibility Requirement: To be eligible to enter into this Agreement and to continue to live in University housing, the Licensee must carry a minimum of twelve (12) undergraduate academic credits or six (6) graduate academic credits per semester and be in compliance with all applicable University rules and regulations.

## 2. Privilege: Licensor hereby confers upon Licensee a personal privilege to occupy, in conjunction with another student Licensee, selected at the Licensor's sole discretion, a room in one of the University residential facilities, for the fees and on the terms and conditions outlined in this Agreement. The Licensor has the right to reassign the Licensee to another room in order to make the most effective use of available accommodations. The Licensor cannot guarantee specific rooms, buildings, or roommates. Assignments are made without regard to race, religion or national origin. The University residential facilities consisting of residence halls and apartments are described in the University Undergraduate Bulletin and other University publications.

## 3. Unavailability of Room: Licensor shall in no way be liable if a room cannot be made available upon commencement date. In this event, Licensee's cost shall abate until a room is assigned or made available. Failure to deliver a room upon commencement shall not extend the contract period.

## 4. Contract Period: This Agreement is for the entire 2010 – 2011 academic year, i.e., the fall and spring semester, excluding those periods which the residence halls will be closed.

### The residence halls will observe the following schedule:

<table>
<thead>
<tr>
<th>2010 FALL SEMESTER</th>
<th>2011 SPRING SEMESTER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Open:</strong></td>
<td><strong>Open:</strong></td>
</tr>
<tr>
<td>Friday, August 27, 2010, 8:00 AM</td>
<td>Saturday, January 8, 2011, 1:00 PM</td>
</tr>
<tr>
<td><strong>Close:</strong></td>
<td><strong>Close:</strong></td>
</tr>
<tr>
<td>Friday, December 17, 2010, 8:00 PM</td>
<td>Friday, May 6, 2011, 8:00 PM</td>
</tr>
</tbody>
</table>

Students residing in the residence halls are required to vacate their rooms within twenty-four (24) hours of completing their last final exam or by the closing date and time specified above for each semester, whichever comes first.

### The apartments and LMU owned houses will observe the following schedule:

This Agreement will commence on August 27, 2010, at 8:00 AM and end on May 6, 2011, at 8:00 PM and includes the period between the fall and spring known as interterm. Apartment residents are required to vacate their apartments within twenty-four (24) hours of completing their last final exam for spring semester or by the closing date and time for the term specified above, whichever comes first.

Students withdrawing from the University or who are released from this agreement as outlined in paragraph 6 are required to vacate their room/apartment within twenty-four (24) hours. Should Licensee wish to occupy a room in the University's residential facilities during any academic recess, application must be made in writing to the University. If granted, additional fees will be required; further, any such permission may not be for the same room occupied by the Licensee during the academic year.

### 5. Payment of Residence Fee: The room fees for the various University residential facilities are set forth in the 2010-2011 Student Housing Rate Sheet. Licensee agrees to pay the residency fee for the particular room to which Licensee is assigned, even if that room was not ranked among the Licensee’s preferences on the Student Housing Application. Payment must be made or arranged for prior to the beginning of the contract period or as arranged by the Controller's Office.

### 6. Duration of Privilege: This Agreement is for the contract period. Licensee's obligations may be excused only upon Licensee's withdrawal from the University residential facility for one of the following reasons:

| A) | Approved academic withdrawal or approved leave of absence; |
| B) | Academic or financial disqualification; |
| C) | Disciplinary action; |
| D) | Agreed financial hardship; |
| E) | Graduation; |
| F) | Illness which suspends Licensee's status as a full-time student; |
| G) | Marriage. |

The withdrawal must be processed by the University's Student Housing Office and the Registrar's Office, if applicable. The official date of withdrawal for refund purposes shall be the date the Student Housing Office and, if applicable, the Registrar's Office has completed the withdrawal process.

### 7. Cancellation Prior to the Commencement of the Agreement: Licensee shall be fully released from the obligation to pay the residence fee referenced in paragraph 5 if the written request for cancellation is received by the University's Student Housing Office by July 28, 2010, for the fall commencement of the license agreement. In this event, any residence fee previously paid for that semester shall be fully refunded, but the University shall retain the processing fee set forth in paragraph 12. No verbal or written requests sent to other offices will serves to cancel this license agreement.

### 8. Failure to Take Possession: The Licensor may terminate this agreement, and Licensee's privilege provided herein, may be completely revoked if Licensee fails to occupy his/her assigned room within forty-eight (48) hours after the respective semester opening date. In this event, the University shall retain the Student Housing Processing fee set forth in paragraph 12 and the residence fee as outlined in the refund policy published in the University Undergraduate Bulletin.

### I have read this License Agreement, FRONT AND REVERSE, and I agree to abide by and be legally bound to the terms and conditions of this agreement.

<table>
<thead>
<tr>
<th>Licensee’s Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

Since Licensee is under the age of 18 years, I hereby guarantee the payment of all Licensee's financial obligations under this License Agreement.

<table>
<thead>
<tr>
<th>Parent’s/ Guardian’s Signature required for students under 18 years of age</th>
<th>Date</th>
</tr>
</thead>
</table>

Office Use Only

Licensee

Loyola Marymount University

By ____________________________ (Staff Signature)

Date ____________________________
9. **Refund Policy:** In the event there is a withdrawal, as specified in paragraph 6, a written cancellation request received by the Student Housing Office less than thirty (30) days prior to the commencement of the License Agreement, or a failure to take possession, as specified in paragraph 8, the University shall refund a portion of the prepaid residency fee pursuant to the terms of the University's refund policy as published in the University Undergraduate Bulletin.

10. **Damasages:** Licensee shall be responsible to immediately repay the University for University costs incurred or estimated to be incurred in repairing and/or cleaning any damage, injury, or defilement to the room, the telephone, computer or cable equipment and/or the University's property within the room whether caused by the Licensee, Licensee's guests or invitees. In addition, if there is damage, injury, or defilement to the residential facility or residential property for which the Licensor is unable to identify the responsible parties, then Licensor shall appropriately prorate the cost or estimated cost of repair and/or cleaning, and Licensee shall pay the prorated cost thereof.

11. **Responsibility of Licensee:** Licensee is responsible for the security of the assigned room and all property including Licensor's within the room. Licensee shares a common responsibility for the security of the residential facility and property within the residential facility. Licensor is not responsible for the security of Licensee's property, nor the safekeeping of Licensee's property between semesters.

12. **Student Housing Processing Fee:** Licensee acknowledges that the Processing Fee paid the University to process Licensee's Housing Application shall not be refunded if for any reason Licensee cancels his/her agreement or withdraws from the University.

13. **Room Entry:** Licensor may enter the assigned room at all reasonable times to make necessary or agreed repairs, decorations, alterations or improvements, to supply necessary or agreed services, to exhibit the room and to conduct room inspections. Except in case of emergency or abandonment of the room by Licensee, Licensor shall give Licensee reasonable notice prior to such entering, unless impractical to do so. Licensor may enter and search the room in case of serious breach of University policies, rules, or regulations, upon giving of reasonable notice unless the giving of such notice is impractical. Licensee hereby gives consent to entry, inspection and search of residence by Licensor's authorized personnel.

14. **Acknowledgment of Licensee:** Licensee acknowledges that this Agreement constiutes a license and not a lease; that the privilege conferred on Licensee is personal to him/her, non-assignable and subject to termination, revocation or relocation at Licensor's sole discretion; and that this Agreement is not a conveyance of interest or estate in real property. This license confers a non-exclusive privilege to occupy an assigned room in the University residential facilities, in conjunction with another Licensee roommate(s) as designated by Licensor. Licensor may relocate or reassign Licensee to a different room or rooms at its sole discretion. Licensee may change rooms with Licensor's approval; all Licensee roommate changes or additions may be made only with Licensor's written permission. Licensor's selection of Licensee to fill any vacancy shall be final.

15. **Indemnification:** Licensee shall indemnify, defend and hold harmless Licensor and its trustees, officers, agents and employees from any and all liability, claims, judgments, loss, damages or expenses, including attorney's fees and costs arising by reason of any injury, death, loss, or damage to persons or property from any cause whatsoever, except for claims or litigation arising through the sole willful misconduct of Licensor and its trustees, officers, agents or employees.

16. **Intended Occupancy:** The University residential facilities are primarily designed for, and it is intended that they be occupied at all times during the contract period, excluding academic recesses in the residence halls, by two or more student licensees. If, for any reason, after commencement of the contract period, the room assigned to Licensee is occupied by less than two per bedroom, Licensor will use its best efforts to locate and assign sufficient additional student licensees to restore the room to its intended occupancy level. If Licensor is unable to locate and assign sufficient additional student licensees to Licensee's room, and such inability is caused in whole or in part by Licensee, then Licensee shall be billed the license fees which would have been attributable to the subsequent student Licensee(s). If sufficient space is available, Licensee may be given the option to pay for a private room. The Licensor reserves the right to consolidate occupants of under-assigned rooms to rooms within the Student Housing system. Students who fail to consolidate are subject to a single room charge. The Licensor has the right to make temporary assignments of accommodations as considered necessary.

17. **Violation of Law:** Licensee shall not violate, or permit violation, of any law, commit or permit waste or nuisance, nor annoy or interfere with any other licensee.

18. **Rules and Regulations:** Licensee shall obey and comply with all policies and regulations of the University, including, without limitation:

   **A) The Community Standards Publication and the Student Housing Policies published online at http://www.lmu.edu/housing;**

   **B) Any and all additional University policies, rules and regulations declared for the use of the residential facilities, including, without limitation, the following:**

   1. **No loud noises that are disruptive, inconsiderate or infringing on the rights of other student can be tolerated at any time in the residences or in the rooms. For this reason, the policies for “Quiet Hours” and “Guests” must be adhered to as determined by the University and set forth by the Student Housing Office.**

   2. **Alcohol is not allowed in any public area of the residential facilities; the use of alcohol by persons under the age of 21 is prohibited; use or possession of illegal drugs or other controlled substances is prohibited.**

   3. **Nothing shall be swept, thrown or discarded out of the windows, doors or into the corridors or stairways.**

   4. **No University furniture of any type, shape, or size is assigned to the rooms may be moved from the location it is assigned with the required permission from the Licensor; furniture substitutions can be made only in cases of documented medical need; waterbeds and halogen lamps are prohibited.**

   5. **No portable or window air-conditioning units are permitted in the residential facilities.**

   6. **No television, radio, or satellite dish, or other equipment or matter, or illumination should be inscribed or exposed on or at any window or other part of the building.**

   7. **Structural changes or additions such as painting or wallpapering are not permitted. Doors or lock changes may not be made to the residential facilities.**

   8. **Non-residents and guests are permitted under the following conditions: The Licensee has permission of roommates(s) to have a guest and is responsible for the conduct of this guest; all guests must comply with University rules and regulations; overnight guests are limited to no more than three (3) consecutive nights; overnight guests of the opposite sex are not permitted to stay in the Licensee's room.**

   9. **No firearms, lethal weapons, flammables, barbecues or animals of any kind whatsoever are allowed in the residential facilities. No mopeds, motorcycles, gasoline or motor oil may be stored in the facilities.**

   10. **No cooking is permitted in the residence halls except in designated areas. Cooking appliances are prohibited (e.g. hot plates, toaster ovens, microwaves). Refrigerators larger than 5 cu.ft. and other heavy-load electrical appliances are also prohibited in the residence hall rooms.**

   11. **No Licensee nor guest is allowed to be on the building ledges or roofs.**

   12. **Misuse of any building facility or safety equipment is prohibited.**

   13. **Sales and solicitations are prohibited unless authorized in writing by Licensor. Door-to-door soliciting and advertising is prohibited.**

   14. **Licensee is issued a key or given card access to the room. Loss of key during residency or failure to return the key at time of checkout will result in charges being assessed for a change or replacement of lock.**

   15. **If assigned a room in a Quiet area, Licensee shall comply with the regulations set forth in the provided addendum to the Agreement.**

   16. **All residence facilities are Smoke-Free. Smoking is prohibited inside all rooms as well as common areas (e.g. hallways, bathrooms, stairwells, entries) in all residence halls, apartments and LMU owned houses. No smoking by residents or their guests will be permitted at any time.**

   17. **Licensee acknowledges that Licensor has the right to make, adopt, and enforce rules and regulations in addition to those mentioned and set forth herein. Failure to comply with any of the University's policies, rules or regulations may result in the termination or revocation of the Agreement.**

19. **Limitation of Privilege:** Licensee is not permitted to use or enter into any space or areas assigned to other licensees without their and/or the Licensor's consent nor any part of the residential facilities not designed for student use.

20. **Student Housing Appeals Board:** If Licensee believes that extraordinary circumstances exist, Licensee may seek relief by appealing to the University’s Student Housing Appeals Board from any of the provisions of this Agreement except for sanctions under the Student Conduct Code. The decision of the Housing Appeals Board shall be final.