



## License Agreement

See also the License Addendum ("Addendum") and Community Policies

## PART I. YOUR DATA

[Please refer to the attached instructions on how to complete this License Addendum.]

1. (Print) Last Name _____	2. First Name _____	M.I. _____
3. Permanent Address _____	4. City _____	5. State _____ 6. Zip Code _____
7. Country _____	8. Current Phone Number _____	9. Cell Phone Number _____
10. Email Address _____	11. AAU ID Number _____	12. Birth Date _____
13. Emergency Contact _____	14. Emergency Contact Telephone _____	
16. Circle your gender:    Male                      Female		
17. Circle year in college: FR SO JR SR Graduate Faculty Staff/Intern OTHER: _____		
18. Are you a disabled student requesting a modified room?    Yes (circle one)    No (Student must contact Classroom Services for approval for special accommodations)		

## ACADEMIC TERM OF LICENSE – AUGUST 22, 2011 – MAY 19, 2012 (One full academic year)

Fall = August 22, 2011—December 17, 2011    AND    Spring = January 23, 2012—May 19, 2012

Buildings close at noon on December 17, 2011 and reopen at 9am on January 23, 2012

## PART II. TERMS AND CONDITIONS

1. This Agreement is for **BOTH** the fall and spring semesters of the 2011 - 2012 academic year. The residence and dining service provided by this Agreement may not be sold, loaned, subleased, or transferred. This Agreement will not be accepted or processed unless the student is accepted to the University.
  - a. This Housing License, (herein the "Agreement") is between the individual named on this Agreement, (herein the "Resident"), and The Academy of Art University (herein, the "University").
  - b. **OCCUPANCY OF RESIDENCE HALLS** - Housing is provided only to students enrolled full-time. Part-time and/or non-degree students are not guaranteed housing. Generally, all residential areas remain open during fall, Thanksgiving and spring break and close during winter break. Residents desiring to remain in residence during winter intersession must file an intersession request form, be approved by housing, and pay intersession fees. Residents must vacate rooms at the close of the academic year in accordance with published schedules. All personal property must be removed from all residential areas by noon on the last day of occupancy.
  - c. **RATES** - Rates range from \$3,600 to \$7,100 per semester. The actual amount due from Resident is based upon the type of room assigned to Resident, as specified in attached rate sheet. **PAYMENT IS DUE UPON THE EARLIER OF: (1) RECEIPT OF INVOICE, OR (2) PRIOR TO ISSUANCE OF ROOM KEYS/CARDS.** There are a variety of different assignments available and several different rates. If the room assignment changes, it is likely that the rate will change also. Students moving to a more expensive room will have the additional rent charges placed on their student account. Students moving to a less expensive room will have a credit placed on their student account.
2. **USE OF HOUSING DEPOSIT** - The housing deposit submitted with the housing application is \$500. This \$500 deposit is applied as \$350 refundable Security deposit and a **\$75 per semester, non-refundable, mandatory Building Maintenance fee.** If it is determined that the Resident is responsible for personal or common area damages, the housing deposit will be applied to those charges at the time the charges are assessed. It is the sole responsibility of resident to maintain a minimum of a \$500 at the beginning of the fall semester and \$250.00 and at the beginning of the spring and summer semesters, even if that requires additional funds to be deposited during the term of this Agreement. All new students, regardless of what semester they first become residents, are required to pay the initial \$500 security deposit. If the University approves or grants a deferral of the housing deposit at the time of application the Resident remains liable for the payment of the housing deposit in accordance with Section 3 and 4 of this Agreement. .
3. **CANCELLATION OF AGREEMENT PRIOR TO OCCUPANCY** - This is a legally binding agreement. By signing this agreement, Residents assumes responsibility for the terms and conditions outlined herein including the terms and conditions contained in the Addendum dated 02/10 as well as the Academy of Art Community Policies dated 02/10. Residents who fail to cancel in writing prior to the commencement date of the Agreement will be held to the full terms of the agreement, including liability for full payment of fees.
  - a. **FALL SEMESTER** - Residents may cancel their **Housing Application** without additional financial penalty if they notify the Department of Housing in writing by **SUNDAY, JULY 31, 2011** or before the Agreement due date indicated above. Residents who cancel their Housing applications after Sunday, July 31, 2011 or after submission but before the start date of this Agreement will be charged a \$500 cancellation fee. The deposit will be applied to the \$500 cancellation fee. Students who have made their housing assignment but wish to cancel for the upcoming academic year may submit a Petition of Release form to the Housing Department. If the Housing Department is able offer you a release from your housing assignment, you will be required to forfeit your remaining housing deposit. If the Housing Department is unable to offer you a petition of release then you will continue to be held financially responsible for all housing rent for the entirety of the Housing License Agreement.
  - b. **SPRING SEMESTER** - Residents *new to housing* in the spring semester may cancel their Housing Application without additional financial penalty if they notify the Department of Housing in writing ten (10) days from the date of receipt of this Agreement or before the Agreement due date indicated above. Residents who cancel after the ten (10) day period or after submission but before the start date of this Agreement will be charged a \$500 cancellation fee. Students who have made their housing assignment but wish to cancel for the upcoming semester may submit a Petition of Release form to the Housing Department. If the Housing Department is able offer you a release from your housing assignment, you will be required to forfeit your remaining housing deposit. If the Housing Department is unable to offer you a petition of release you will be held financially responsible for all housing rent for the entirety of the Housing License Agreement.
4. **CANCELLATION OF AGREEMENT AFTER START DATE** -
  - a. **CANCELLATION** – This agreement is effective on the start date, whether or not you take occupancy. You are obligated to pay rent until the Ending Date unless you qualify to terminate this Agreement. (See Section 7. License Termination of the Housing License Addendum). All such cancellations will incur at a minimum, a cancellation charge; see section 3 above, in addition to the charges outlined in Section 6. Move-out of the Housing License Addendum. Charges will continue until the Resident has been approved for cancellation in writing by the Department of Housing.
  - b. **SUSPENSIONS/EVICTIONS** - Residents who are not permitted to continue in housing due to violations of the HLA, Addendum or Community Policies or for failure to maintain full time enrollment status will be held responsible for the full cost of this Agreement.
5. **ROOM ASSIGNMENTS** – Assignments and meal plans are completed by the student utilizing the Self-Assignment process which allows students to apply for housing, pay the full \$500 housing deposit, and select a room assignment all online. Although students may apply for housing up to a year in advance of their anticipated start date, the Self-Assignment process for the upcoming fall semester opens in early spring. Students new for the spring semester will be able to utilize the Self-Assignment process beginning in late fall. All students who have a completed housing application and full \$500 security deposit on file will receive an email informing them of the beginning of the Self-Assignment process.
  - a. **ROOM CHANGES** - Requests for assignment changes will not be accepted during the first ten (10) days of each semester. Thereafter, Resident must submit requests for assignment changes in writing. Every attempt will be made to honor requests; however no guarantees can be made. Requests from first year residents to transfer out of First Year Experience residence halls will not be honored.
  - b. **VACANCIES** - The University reserves the right to consolidate or change room assignments, fill vacancies, and require Resident to move to different assignments when the University deems it expedient, in which event the Resident's account will be credited or charged the difference in room rate. Any behavior(s) by Resident which infringe upon the rights or space usage of room/apartment/suite-mates is **STRICTLY** prohibited and will result in disciplinary action. In addition, if such behavior(s) result in the use by Resident of additional space or a private room, the Resident may be charged for such additional space.
6. **EMERGENCY CONTACTS** – Residents must provide emergency contact information for an individual or individuals that resident authorizes Housing staff to contact in the event of an emergency or as Housing staff deems necessary, including if Housing has been unable to contact resident for more than 24 hours.
7. **HEALTH INSURANCE** – All residential students are **REQUIRED** to be covered by health insurance. If you fail to report your health insurance information prior to move-in, you will be required to purchase student health insurance. The University is not responsible for costs resulting from students' wellness care expenses including hospital stays or ambulance transportation. In incidences where your health has the potential to put other students at risk, the University retains the right to restrict your access to residential areas until to provide a written statement from a medical professional that your condition is not contagious or a danger to yourself or any members of the community.

**PART III. YOUR ACKNOWLEDGEMENT AND ACCEPTANCE**

I hereby acknowledge that I have received and read, and I understand and agree to the terms and conditions contained in the complete License Agreement package which includes the Housing License Agreement, the License Addendum dated 02/10 as well as the Academy of Art University Community Policies dated 02/10. If I violate any of these terms of these documents, I understand I am also breaching my Housing License Agreement. Such violation may, at your sole discretion, cause me to be disciplined (including completion of community service hours), fined, and/or removed from housing.

I hereby authorize a signature submitted by me, by facsimile or other electronic transmission, to be as valid and binding as my original signature. Along with this License Agreement, I am submitting Five Hundred Dollars (\$500) to be used for the Five Hundred Dollar (\$500) Housing Deposit required by the Agreement and for the use explained above in Part II. Section 2 for any accommodations I selected previously in Part II.

I agree to pay the total amount due (Rent) for my Premises on or before the license start date applicable to each semester.

1. I have read and understand the Liability provisions below, (also incorporated in Article 13 of the Addendum). (Initial Box)

**LIABILITY.** Neither we, the Manager, our representative, nor our respective employees, officers, directors, agents, representatives and affiliates (collectively the "Released Parties"), will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommate(s). The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to you. **THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EARTHQUAKE, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY THEIR GROSS NEGLIGENCE. We urge you to obtain your own insurance for losses due to such causes.** YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE (I) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (II) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.

- 2. I have read and understand the Remedies provisions contained in Article 19 and Move-Out contained in Article 6 of the Addendum.
- 3. I have read and understand the Community Policies; Exhibit A, dated 02/10.
- 4. I understand that submission of this completed License Agreement guarantees me a confirmed unit type.
- 5. License violations, including failure to pay sums due, may also subject you to University sanctions, which may prevent you from enrolling at the University and from obtaining grades, transcripts or diplomas

**YOUR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PART IV. GUARANTY (if you are under the age of 23)**

**\*GUARANTOR MUST PROVIDE A VALID SOCIAL SECURITY IDENTIFICATION NUMBER AND A COPY OF VALID GOVERNMENT PICTURE ID\***

Each Guarantor (identified below) jointly and severally with all other Guarantors, if any, identified, below, or (as applicable) as licensees by entirety if married, hereby guarantees the observance and performance when due of all agreements and obligations of Licensee under the License Agreement, as same may be amended, renewed or extended from time to time by Licensor and Licensee, including without limitation, payment of all Rent when due. Guarantor's obligation hereunder is that of a surety, and in the event of a default by Licensee, Licensor may proceed against Guarantor without first proceeding against Licensee. This guaranty is irrevocable, absolute and unconditional guaranty of payment and of performance, and shall be enforceable against Guarantor without the necessity of any suit or proceedings of any kind or nature whatsoever by Licensor against Licensee and without the necessity of any resorting to any security under the License Agreement or any need to give notice of nonpayment, nonperformance or nonobservance or any notice of acceptance of this Guaranty, all of which Guarantor hereby expressly waives (except any non-waivable notices required by law). Guarantor hereby expressly agrees to the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or reserved to licensor pursuant to the provisions of the License Agreement or available by law. Guarantor shall be primarily obligated under the License Agreement as if it had executed the License Agreement as Licensee.

Guarantor waives receipt of all notice from Licensor hereunder and under the (except any non-waivable notices required by applicable law), including without limitation notice of default by Licensee and notice of any amendment of this License Agreement by Licensee. This Guaranty and/or any of the provisions hereof, cannot be modified, waived or terminated unless such modification, waiver or termination is in writing signed by licensor. Guarantor waives trial by Jury in any litigation involving the License Agreement or this Guaranty. Notwithstanding any contrary provision of the License Agreement, this Guaranty or of non-waivable law, no Licensor Party (as defined in the License Agreement) shall be responsible to any Licensee Party (as defined in the License Agreement), and Guarantor, for itself and all other Licensee Parties, hereby releases all Licensor Parties from, covenants not to sue any Licensor Party with respect to, and shall indemnify and hold harmless all Licensor parties against, all claims, losses, damages, suits actions, costs and expenses (including without limitation legal fees and expenses) relating to: (i) any fire, accident, injury, death, or property damage or theft occurring in or with respect to the Unit or the Facility to the extent caused by or affecting Licensee or any guest of Licensee at the Premises, (ii) any crime or tortuous act occurring or committed in the Unit or the Facility, to the extent caused by or affecting Licensee or any guest of the Licensee at the Premises, (iii) any personal conflict between Licensee and any other person at the Facility, (iv) any interruption or failure of heat, electrical, water, sewer, telephone, cable TV, telephone or any other service at , or the malfunction of any machinery or appliances serving the, Premises, and (v) any defect in the heating, gas, electrical, water, or sewer systems serving the Premises, except and solely to the extent that any of the foregoing directly results from the gross negligence or willful misconduct of the Licensor or Agent. Guarantor acknowledges that neither the Licensor nor Agent has made any representations to Guarantor concerning the safety of the Facility or the Premises or the effectiveness or operability of any security devices or security measures at the Facility or the Premises. Guarantor acknowledges that Licensor and Agent neither warrant nor guarantee the safety or security of Licensee or its guests against any criminal, tortuous or wrongful acts of any person and hereby releases all, and covenants not to sue any, Licensor Parties, with respect to all personal injury, claims, liability, suits, actions, and causes of actions against any Licensor Party, with respect to all personal injury, death or property damage suffered by Licensee as a result of any criminal, tortuous or wrongful act by any person, including without limitation another licensee at the Facility, but excluding licensor and Agent.

This Guaranty shall be enforced and construed in accordance with the laws of the state in which the Facility is located (without regard to principles of conflict of law) and shall be binding upon Guarantor, his/her/their heirs, executors, administrators, legal representatives, successors and assigns and shall inure to the benefit of all Licensor Parties and their respective heirs, executors, administrators, successors and assigns. By your Execution of this agreement, you represent that although the Licensee may not have yet reached the age of 18, the Guarantor Agreement is valid notwithstanding any attempt by Licensee to invalidate the Licensee contractual obligations because of the Licensee's age.

20. Guarantor Last Name \_\_\_\_\_ 21. Guarantor First Name \_\_\_\_\_ M.I. \_\_\_\_\_

22. Guarantor Social Security Number \_\_\_\_\_ 23. Guarantor Address \_\_\_\_\_ 24. City \_\_\_\_\_

25. State \_\_\_\_\_ 26. Zip Code \_\_\_\_\_ 27. Guarantor Telephone \_\_\_\_\_

28. Signature of GUARANTOR: \_\_\_\_\_

**PART V. CONFIRMATION AND ACCEPTANCE \*\*FOR OFFICE USE ONLY\*\***

The OWNER has confirmed your accommodations in compliance with this Agreement.

BY: **ACADEMY OF ART UNIVERSITY**

OUR ACCEPTANCE: \_\_\_\_\_, Owner's Representative **DATE:** \_\_\_\_\_



Housing License Agreement (“Addendum”)

79 New Montgomery Street, San Francisco, CA 94105

The relationship created by this License between you and us is that of licensee and licensor, not that of tenant and landlord.

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DEFINITIONS

Resident: The Resident named in the Housing License Agreement (“you” or “your”)
Licensor (Owner): Academy of Art University (“us,” “we” or “our”).
University: Academy of Art University (“AAU” or “University”)
Manager: Century Campus Housing Management, L.P. dba Campus Living Villages

This License is for the unit style accommodation of our choice.

This License is for the unit style accommodation of our choice. We will determine the specific bed space and Apartment number on or before the Starting Date.

Starting and Ending dates are indicated in Part II of the License Agreement.

The License Term is the length of time between the Starting Date and the Ending Date.

In the event the Starting Date and/or the Ending Date is different than those indicated in the License Agreement, (different dates must be approved in writing by us) then the rent shall be prorated based upon a daily amount.

All checks and money orders must be payable to Academy of Art University.

Your initial payment is \$500.00 (a \$350.00 Security Deposit and a \$75.00 per semester, non-refundable, mandatory Building Maintenance fee).

1. DESCRIPTION AND RELOCATION

We agree to provide to you and you agree to occupy, the Premises. The “Premises” is defined as including each of the following:

- a. Your use of the one Bedspace in an assigned room with shared bath or private bath; and
b. Your joint use of the Common Areas (for purposes of this License, “Common Areas” are those areas within a suite to which you have access and, within the Property, those areas to which residents have general or specific access including but not limited to kitchens, laundry facilities, elevators, courtyards, breezeways, walkways, and study/lounge rooms).

However, following ten (10) days after we provide written notice to you, we have the right to relocate you from one room to another room.

2. OCCUPANTS

Only you can live in the Premises and only so long as you are enrolled as a full-time student at, or are employed by, the University or are a University sponsored group or person. You may not have any additional occupants in your room. It will be used only as a private residence and for no other purpose. While you cannot license any part of your Premises to another person, you may be able to transfer your rights under this License to another person if we give our written consent, but the giving of our consent is at our sole discretion. Even if we agree to the transfer, you will still be responsible for all of the obligations under this License unless we specifically agree, in writing, to release you. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer. If this License is for one Bedspace in a double room in the residence hall, only one (1) other resident may live in the room. If this License is for two Bedspaces in a double room in the residence hall, no other resident(s) may live in the room. The fact that you and your roommate or suitemates may be in conflict with each other will not act as grounds to terminate this License. If your roommate or a potential roommate was not truthful on their license application, we are not liable, but that person could be in default under their license. We reserve the right to require a specific number of credit hours per semester of all residents of the facility.

Students are required to be enrolled full-time at the Academy of Art University (12 units Spring/Fall, 6 units Summer) and must get pre-approval from the Housing Department in order to remain in campus housing while enrolled in less than full-time status. Students are expected to maintain full-time status while residing in Housing (BFA—12 units Spring/Fall, 6 units Summer. MFA—9 units Spring/Fall, 6 units Summer).

Student residing in Campus Housing must be at least 18 years of age at the time of the License Agreement Starting Date, or have the written consent of their parent or guardian in order to live in any residence building at the Academy of Art University.

Students residing in Academy of Art University Campus Housing must have their own health/medical insurance or coverage must be provided by their parent’s/guardian’s health/medical insurance in order to live in any residence building at the Academy of Art University. Academy of Art University is not liable for any costs resulting from students’ hospital stays or ambulance transportation. Students without adequate health/medical insurance will be required to purchase insurance upon check-in to Academy of Art University Campus Housing. Information on obtaining health/medical insurance is available at the Housing Department.

3. LICENSE TERM

The License starts on the Starting Date, and ends no later than noon on the Ending Date, but you cannot occupy your Premises until we have complete and executed license documents and any required guaranty. If we do not provide accommodations to you when we are supposed to, whether on the Starting Date or during the Term, we will not be liable to you for damages; however, you will not owe us Rent for that period (but that is the only remedy that you have). Students who will need to remain in campus housing during semester breaks may do so only by obtaining approval from the Housing Department prior to the academic break. Student must complete a Housing Intersession Application to be eligible and must be paid in full. A daily rate fee will be charged to students staying in campus housing during the academic semester break between the Fall and Spring semesters, Spring and Summer Semesters and Summer and Fall Semesters. The cost is \$45.00 per day. Students may or may not be required to relocate from original rooms during academic breaks.

Managed By:
Century Campus Housing Management L.P. dba
Campus Living Villages
1001 Fannin Suite 1350
Houston, TX 77002
713-871-5100
www.clvusa.com



## 4. HOLDOVER

If you still occupy the Premises past the Ending Date, the date contained in your move-out notice, or the date on which we notify you to leave the Premises, then you owe us Rent plus an additional twenty-five percent (25%) for the extra time that you stay in the Premises (payable daily in advance without notice or demand) **plus**, all of our damages and damages of the person who could not move in because of your holdover.

## 5. MOVE-IN

A Move-In Inventory and/or a Room Condition Form will be provided to you at the time you move into the Premises. Within forty-eight (48) hours after you move in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture, if any, will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for what you tell us in writing, you accept the Premises, fixtures, appliances and furniture in their **"AS-IS" CONDITION, WITH ALL FAULTS AND IMPERFECTIONS. WE MAKE NO EXPRESS, AND DISCLAIM ANY AND ALL IMPLIED, WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES OR FURNITURE.**

## 6. MOVE-OUT

You are obligated to pay rent until the Ending Date unless you qualify to terminate this License (see Section 7) or cancel this License as discussed later in this paragraph.

a. You are required to give us at least forty-five (45) days written notice if you choose to move out of the Premises. If you choose to move out prior to the Ending Date, there will be some charges associated with breaking your license that will be determined by how much notice is given and your reason for moving out. **When you choose the length of the License Term, please be aware of the potential costs associated with breaking your license.** The license breaking charges will be determined on a case-by-case basis, but the charges will be calculated roughly in accordance with the following guidelines:

- You may only cancel this License after the Starting Date if you meet the acceptable reasons for an early move-out and receive an approved written release from the license agreement. **Charges are calculated based on the daily room rate of the number of days spent at the Academy of Art University prior to move-out notification. In addition, rent will be charged for 45 days from the date of move-out** (as required by the license agreement); and refunds due will be processed. Total charges will not exceed the semester room rate. If you fail to meet the approved and acceptable reasons for an early move-out you are responsible to pay rent until the Ending Date and all amounts due will be immediately accelerated. This is explained further under paragraph 18 titled Default.
  - These charges are not intended to be punitive. However filling student housing is difficult in the middle of the academic year and the bedspaces usually remain empty. Acceptable reasons for an early move-out, for the purposes of this paragraph, are: graduation, marriage (occurring after hall opening), extreme financial hardship, extenuating medical circumstances academic internship or student for student exchange (supporting documentation will be requested. Release approval based upon our sole discretion).
- b. If you intend to leave the Premises permanently, whether on or prior to the Ending Date, we suggest that you use our form for a move-out notice. If you do not, you are responsible for obtaining the Manager's written acknowledgment that the move-out notice has been received.

c. When you leave, whether at or prior to the Ending Date, the Premises, including, but not limited to, the windows, bathroom, patios, breezeways, and the Common Areas, must be clean and in good repair and condition, reasonable wear excepted. If you fail to clean or if anything has been damaged or is missing, you will be liable for reasonable charges to complete such cleaning, repair or replacement. You will also be billed for community damages as outlined in Exhibit A: Community Policies. We recommend that you schedule a walk-through with our staff prior to your move out. If you do not, you agree to accept our assessment of damages and charges when we inspect. Also, the final determination of damages will be made by our maintenance staff who may not inspect your Premises until after you have moved out.

d. If you leave any of your property in the Premises after you leave or after the end of this License, that property is deemed to be abandoned by you and we can, without delay, take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to you.

## 7. LICENSE TERMINATION

Unless otherwise allowed in this paragraph, you may not terminate this License for, divorce, pregnancy, loss of roommate, non-extenuating medical circumstances, or any other reason other than death, unless agreed to in writing by us. **Licensee may have special statutory rights to terminate the license early in certain situations involving family violence or military deployment or transfer.** If you are a member of the Armed Forces on active duty and receive change-of-station orders to permanently leave the local area; are relieved from active military duty; or are a national guard or reservist called to active duty, then you may terminate this License by giving written notice to us. Your notice shall terminate the License thirty (30) days after we receive the notice. In addition, you must provide a copy of the official orders, which allow License termination.

## 8. SECURITY DEPOSIT

Once you sign the License Agreement, you will be required to deposit with the Department of Housing the Security Deposit as partial security for all of your obligations under this License (**the Security Deposit is not an advance payment of Rent and will not be our limit of damages if you violate the License.**) Among other items, the cost of labor and materials for cleaning and repairs, over and above "normal wear" and the amount of delinquent payments and late charges may be deducted from the Security Deposit. If the Security Deposit is reduced because we have had to apply all or part of it to your unpaid obligations, you agree that on our written demand, you will deposit with Academy of Art University, within three (3) days, the funds necessary to restore the Security Deposit to its full amount. You cannot use the Security Deposit to offset or pay in advance any period's Rent or any other charges under this License, but we can use, if we want to, all or any part of the Security Deposit, for any unpaid Rent or other obligations. You agree that we have forty-five (45) days after the later of (a) expiration or termination of this License, (b) the date on which we received written notice of your forwarding address, and (c) payment in full of amounts that you owe to us, to return (by U.S. mail) any unused portion of the Security Deposit to you. Along with that return, we will provide to you a description and itemized listing of deductions that we have taken from the Security Deposit. We do not owe you any interest on the Security Deposit and we can commingle it with other monies of ours.

## 9. RENT AND ADDITIONAL CHARGES

Payment-in-full must be paid by the license agreement Starting Date as noted in Part II of License Agreement or your date of arrival. Late payments must be authorized by the Housing Department and the Accounts Receivables Department. **You have no right to withhold Rent for any purpose, including an Act of Nature, unless we do not provide accommodations to you. You may not reduce any Rent payable to us by any of your costs or damages against us.** At our option, we can require that all money payable to us is to be paid in either certified or cashier's check, money order, or personal check. If you give us a check that is unpaid by the financial institution for any reason, you must immediately replace such returned check with a money order, cashier's/certified check, or credit card. After two returned checks, you must make all future payments by money order, cashier's/certified check, or credit card. Your obligation to pay Rent is a promise by you, which is independent from all of our promises, duties and obligations.

a. At our option and without notice to you, any money that we receive can be applied first to your non-rent obligations and then to Rent (any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when the obligation came about.

b. While we do not have to, we can accept partial rental payment, but we do not waive our rights to collect and enforce the payment of the remainder.

c. You are liable for all costs or charges associated with our having to provide special services to you or on your behalf (unless the special services are required to be paid by us pursuant to laws requiring us to provide reasonable accommodations to those with disabilities) and for all fees or fines as described in the Community Policies which are attached to this

License.

Unless Parent PLUS, Graduate PLUS, and/or private loans have been arranged through Financial Aid to cover costs associated with campus housing, you should not expect that financial aid will pay for housing costs. If your Financial Aid eligibility exceeds the cost of your tuition, the excess may be used to reimburse yourself for the costs of housing. You contact a Financial Aid officer at 415-618-6520 to assure Financial Aid eligibility. **Financial Aid awards are not disbursed until after housing payment deadlines.** To secure housing, students anticipating the use of Financial Aid funds for coverage of housing related costs, must find alternative sources of funds and then reimburse themselves after receipt of their Financial Aid is awarded.

## 10. UTILITIES

We agree to furnish electricity, gas, water, sewer, and internet for your Premises, and garbage collection in a centralized location. You are responsible for providing computer hardware, software, and any computer technical support, which helps you to connect to the data connection we provide. We are not responsible to provide you with software or hardware or the technical support needed to make the connection. You are responsible for payment for basic and premium cable television channels or basic and premium telephone options you may elect to have, if such services are available. All utilities may be used only for normal household purposes and must not be wasted.

We will not be liable for any interruption, surge or failure of utility services provided by us to the Premises or any damage directly or indirectly caused by the interruption, surge or failure.

## 11. PARKING RULES & REGULATIONS

Parking facilities are not provided in any of the residence buildings or residence areas for students or guests. Students with vehicles will park at their own discretion and are subject to all city and state laws and regulations.

## 12. COMMUNITY POLICIES

You and your guests must comply with all written rules and policies, which the University or we adopt for the Property. The current Community Policies are attached as Exhibit A. These rules and policies are considered to be a part of this License and either the University or we can revise, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice on a bulletin board or other area that we designate for notices to residents. If you violate any of these rules or policies you are in violation of this License.

By your execution of this License, you agree to comply with all ordinances, laws and regulations of all governmental authorities applicable to, and as are required, for your occupancy of the Premises as such ordinances, laws and regulations are enforced by any governmental authority having jurisdiction with respect to the Property (collectively, "Governmental Regulations"). The University may enforce and apply Governmental Regulations on the Property, including the Premises covered by this License and to any person in or on the Property, and may authorize the University officers and commissioned peace officers to provide such enforcement, subject to the jurisdictional limitations provided by law.

## 13. MAINTENANCE, ALTERATION & REPAIRS

a. You are responsible for and will take good care of the Premises and Common Areas. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. You may not remove furniture from any room and store it in an alternative location. **We can require you to prepay or, if we elect, you agree to repay us, within 10 days after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this License or the negligent or careless use of the Premises or any part of the Property including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to appliances, doors, windows or screens, damage from window or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you, your approved occupants or your guests** (this includes damages that may have been caused to the Premises by other residents or guests of the Premises if we cannot determine who is responsible. This is referred

to as Community Damage Billing and is described in the attached Community Policies). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice. Your obligations to pay the charges described in this paragraph will survive after the ending of this License.

**b. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. AFTER YOU MOVE IN, YOU ALONE ARE RESPONSIBLE FOR KEEPING THE SMOKE DETECTOR IN WORKING ORDER. WE ARE NOT.**

c. Except in the event of an emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security devices, the request must be submitted to the Housing Help Line at 415-618-6592. In case of malfunction of utilities or damage by fire, water, or similar cause, you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us in writing as soon as possible. Additionally, you are required to notify us immediately on the Housing Help Line at 415-618-6592 and the Resident Assistant on duty: of water leaks; electrical problems; carpet holes; broken glass; broken locks or latches; and any condition which you reasonably believe poses a material hazard to health or safety. Once we receive the notice, we will act with reasonable diligence in making repairs and reconnections, but during that time you can not stop payment of or reduce the Rent.

d. With or without notice, we can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.

e. Neither the Manager or we will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because the Manager or we are making repairs, alterations or improvements to the Premises, or the Property. If you request any repairs, they will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, unless the repairs are required by an emergency, you will have to pay in advance any additional charges (such as overtime) resulting from such request.

f. In order to minimize the potential for any mold growth in the Premises, you are responsible to do the following:

- Keep the Premises clean - especially the kitchen, bathroom(s), carpets and floors. Immediately throw away moldy food.
- Remove visible moisture from windows, walls, ceilings, floors and other surfaces as soon as possible. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub.
- Promptly notify us in writing about heating or plumbing problems you discover and about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and this License to repair or remedy the situation as necessary.
- Clean any small areas of mold which you discover on non-porous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic). The federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide (which should be of the non-staining variety and whose label states that it will kill mold). Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye.
- DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action in accordance with state law.

Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nevertheless, appropriate precautions need to be taken. Compliance with these provisions will help prevent mold growth in the Premises and allow both you and us to respond appropriately to conditions that could result in mold growth. If you fail to comply with these provisions, you can be held responsible for property damage to the Premises or any health problems that may result. We cannot fix problems in the Premises unless we know about them.

## 14. LIABILITY

Neither we, the Manager, our representative, nor our respective employees, officers, directors, agents, representatives and affiliates (collectively the "Released Parties"), will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommates. **THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EARTHQUAKE, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY THEIR GROSS NEGLIGENCE. We urge you to obtain your own insurance for losses due to such causes. YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

## 15. CASUALTY LOSS

If in our reasonable judgment, the Premises or the Property is materially damaged by fire or other casualty, we may terminate this License within a reasonable time after such determination by giving you written notice. If we terminate this License, and you did not cause the loss, we will refund prorated, prepaid Rent and all deposit(s), less lawful deductions, which may be provided in this License. If we determine that material damage has not been caused to the Premises or the Property, or, if we have elected not to terminate this License, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises unless you or your guests are the cause of the fire or other casualty.

## 16. NO PETS

Except as required by law, no pets, except approved service animals, are allowed (even temporarily) anywhere at the Academy of Art University residence buildings. "Pets" include all mammals, reptiles, amphibians, birds, fish. Feeding stray or unauthorized pets is prohibited. If you or your guests, with or without your knowledge or permission, violate the above you may be charged for damages, evicted, and/or subject to other remedies of this License. We may remove your unauthorized pet if we provide written notice of our intent to remove the pet. We may turn the pet over to a humane society or local authority. We will return the pet to you upon request if it has not already been turned over to a humane society or local authority. We have no lien on the pet for any purpose; but you agree to pay for reasonable care and kenneling charges for such pet. If you do not pick up the pet within two (2) days after removal, the pet shall be deemed abandoned.

## 17. RIGHT OF ENTRY

Both we and the Manager and our respective agents, employees, repairers, servicers and representatives may, without notice, at any time, enter the Premises for any reason that we or the Manager deem to be reasonable. Some reasons for our entry include, but are not limited to, the following: responding to your request; repairs; estimating repair or refurbishing costs; pest control; preventive maintenance, filter changes, testing or replacing smoke-detector batteries; retrieving unreturned tools or appliances; preventing waste of utilities; exercising contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials) and items prohibited under our

Community Policies; removing unauthorized pets; retrieving property owned or licensed by former residents; inspections when immediate danger to person or property is reasonably suspected; entry by a law-enforcement officer with search or arrest warrant or in hot pursuit; showing the Premises to prospective residents; or showing the Premises to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents. The entry can be gained by use of a passkey or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this License, and you will be liable for any damage caused thereby).

## 18. DEFAULT

You are in violation of this License if:

- a. You fail to pay Rent or any other amount owed under this License as directed by this License;
- b. You fail to maintain full time enrollment at any time of the duration of this license without our express, written pre-approval;
- c. You, your approved occupants or your guests violate this License or any addendum to it, the Community Policies, any rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- d. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (that is, you appear to have moved out before the end of the License, clothes and personal belongings have been substantially moved out and you have not been in the Premises for 5 consecutive days);
- e. You or the Guarantor has made any false statement or misrepresentation on any information provided to us, which includes the application you submitted;
- f. You or your 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 as defined in applicable law;
- g. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession); or
- h. You fail to pay any fine, charge, or penalty within ten (10) days after it is levied in accordance with this License or the Community Policies.

## 19. REMEDIES

If you are in violation of this License, we can, without demand or notice (other than as provided in this paragraph) in addition to other remedies allowed by law:

- a. Collect any fine imposed by this License or the Community Policies;
- b. Sue to collect past due Rent and any other damages we have incurred because of your violating the License;
- c. Terminate your right to occupy the Premises, but not terminate the License or end your monetary obligation for the Premises by giving you written notice providing 24 hours for you to move out (if you do not move out in this 24-hour period, we may remove you and your belongings from the Premises and change the locks to the Premises);
- d. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of this License or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with the relet charge of \$175.00);
- e. Terminate this License and your right to occupy the Premises by giving you written notice and providing 24 hours for you to move out (if you do not move out in this 24-hour period, we may remove you and your belongings from the Premises and change the locks to the Premises);
- f. Accelerate the remainder of the Rent due under this License through the Ending Date; and
- g. Do any combination of a, b, c, d, e, f, g or h; however if the default solely relates to your failure to move-in, we will follow the cancellation policy as outlined in paragraph 6.a. of this License

License violations, including failure to pay any sums due, may also subject you to University sanctions, which may prevent you from enrolling at the University and from obtaining grades, transcripts or diplomas.

All unpaid amounts will bear interest at 18% per year from the date originally due through the date of payment.

## 20. CUMULATIVE REMEDIES

The exercise of any remedy by us shall not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to leave the Premises, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights unless we specifically agree to it.

## 21. COSTS AND FEES

In the event we bring an action against you because of your violation of this License, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.

## 22. SUBORDINATION & RIGHT TO ENCUMBER

The lien of any lender(s) on the Property will be superior to your rights as a resident. Therefore, if we violate the loan and a lender takes over ownership, it can end this License or it may elect to continue this License. It is at the discretion of the holder of the mortgage documents. Your rights under this License are therefore subject to the rights of the lender(s) on the Property. If we request, you agree to sign any document confirming the subordinate status of this License and you appoint us as your attorney-in-fact to execute any such document for and in your name.

## 23. SALES

Any sale of the Property shall not affect this License or any of your obligations, but upon such sale we will be released from all of our obligations under this License and the new owner of the Property will be responsible for the performance of the duties of "Licensor" from and after the date of such sale.

## 24. RESIDENT INFORMATION

If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it without notice to you or any further consent.

## 25. MULTIPLE RESIDENTS

**Each resident of a room is jointly and severally liable with the other residents for all license obligations relating to Common Areas; however, only you are liable for the License obligations relating to your Bedspace or Bedroom and the payment of your Rent. You are not liable for any of your fellow residents' obligations as to their bedspace or bedroom and their rent payable to us.**

## 26. GENERAL

Timing is very important in the performance of all matters under this License. Your execution of this License confirms that no oral promises, representations or agreements have been made by us or any of our representatives. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this License or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us. All License obligations are to be performed in the county where the Property is located. Unless this License states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the License does not invalidate this License. If any part of this License is not valid or enforceable, it shall not invalidate the remainder of this License.

## 27. LIABILITY OF LICENSOR

If we violate this License, your damages (and those of anyone else) cannot exceed our equity in the Property but before you bring any action against us, you first have to give us written notice of the nature of our violation and allow us thirty (30) days to cure it.

## 28. SAFETY

YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHER'S SAFETY AND SECURITY. PLEASE READ THE SECURITY GUIDELINES INCLUDED IN THE COMMUNITY POLICIES ATTACHED TO THIS LICENSE. None of our safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime. We are not liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and we can discontinue any of such items provided at any time without notice.

## 29. METHOD OF NOTICE

All "notices" to us must be in writing and either hand delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, to Academy of Art University, Director of Housing, 79 New Montgomery St., San Francisco, CA 94105.

## 30. SPECIAL PROVISIONS

The following special provisions have been added to and are a part of this License: License and Community Policies.

## 31. LICENSE RENEWAL

If you intend to renew your License, you must renew the License forty-five (45) days prior to your Ending Date. If you don't we may license your space to another person and you will be required to move from your space by the Ending Date.

## 32. PRIVACY POLICY

This Privacy Policy sets forth the privacy practices of Century Campus Housing Management, L.P. ("CCHM") dba Campus Living Villages with respect to protecting the confidential nature of personal information, including your social security number and/or driver's license number reported by you with the submittal of a License Agreement or via information you provide to the University or College. Nothing in this policy is intended to prohibit or restrict the collection, use and maintenance of social security numbers as required by applicable law.

The disclosure of your social security number and/or driver's license number is required so that we may verify your eligibility to rent a bed space or apartment, to verify the eligibility of your guarantor, and, if applicable, to secure credit and criminal background reports. In addition, if you default on your License Agreement, we may use this information to report your default to both credit agencies and/or the University or College. The personal information you provide is stored in your resident license agreement file that is generally kept in a locked cabinet in the management office. All administrative personnel of CCHM, including part-time administrative help, have access to your personal information. At the end of your resident status with us, your file is maintained for a period of up to 10 years in a secure storage room. At the end of the 10-year period, your file is shredded.



Exhibit A Community Policies

79 New Montgomery Street, San Francisco, CA 94105

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WELCOME

WELCOME TO CAMPUS HOUSING, the unique residential community for students of the Academy of Art University (AAU). This property is only for residents who appreciate a beautiful environment and the convenience of on-campus living, and who will make a strong commitment to caring for the community in which they live. The cleanliness, beauty, and enjoyment of the facility will be enhanced if you will speak up whenever you observe a thoughtless act, unsafe condition, or questionable person on the grounds.

You must follow all standards of conduct in these Community Policies, the Academy of Art University Code of Conduct and the License Agreement. By enrolling at the University a student neither loses the rights nor escapes the responsibilities of citizenship. All students are expected to obey federal, state and local laws, the rules and regulations of the Academy of Art University, and directives issued by an administrative official in the course of his/her duties. A student who enrolls at the University is charged with the obligation to conduct himself/herself in a manner compatible with the University's function as an educational institution; consequently, conduct which interferes with the use or utilization of University facilities by other persons may be punished regardless of whether such conduct is specifically proscribed by the provisions of the Student Code of Conduct.

Please be aware that you are responsible for understanding and abiding by these policies, rules and regulations. Should you choose to disregard any of the stated policies and/or guidelines of your Community, elements of the Behavior Education Process may be exercised to hold you accountable for your actions. In addition, you are responsible for informing your guests of each policy, and you will be held accountable for your guests' actions.

Failure to comply with the Community Policies may lead to one or more of the following: written assignments and/or projects, community service, alcohol awareness classes, probation (once on probation, additional policy violations may result in termination of the contract without refund), monetary reimbursement, or removal from the Academy of Art University Campus Housing.

APPEALS may first be addressed in writing to the on-site Director. If you are dissatisfied with this decision a written appeal may be forwarded to Campus Living Villages, 1001 Fannin, Suite 1350, Houston, TX, 77002. If an eviction is processed, the resident will receive written notification that will explain the reason for the eviction and when the premises must be vacated.

SAFETY

S1. SECURITY - It is not possible for any housing owner or manager to insure "security" or "safety." The Academy of Art University Department of Campus Safety & Security (CSS) provides safety services for the Academy of Art University Campus Housing residence from time to time at their sole discretion. You should not assume their presence. We believe in the effectiveness of neighbors looking out for each other and we encourage residents to get to know their neighbors. You must promptly report any incident of theft, vandalism, or unsafe conditions to Academy of Art University CSS and our office. Whenever possible, please furnish a detailed description of the offender, date and time of day, make and color of car, license plate number, etc. Please call the Academy of Art University CSS at (415) 618-3896 for non-emergencies or 911 to report any criminal activity. We will support your vigilance and will, where appropriate, prosecute acts of vandalism, trespassing, and theft.

The Academy of Art University Department of Campus Safety & Security provides an escort service each evening for persons who may be walking alone on campus. Please utilize this service by calling (415) 618-3896 or ask a friend to walk with you after hours.

In accordance with the Crime Awareness and Campus Security Act of 1990, Academy of Art University publishes crime statistics each year. We cooperate with CSS in reporting crime information in order to make accurate statistics available. Please make every effort to report crimes to CSS and to an Academy of Art University Campus Housing staff member.

An iron gate with gates may or may not surround Academy of Art University Campus Housing residence buildings. If they are in place, the gates are limited access and by no means guarantee that unauthorized persons cannot gain access. You will be given a swipe card, key, access code, or other means of gaining entry to you Academy of Art University residence building. Do not allow unauthorized persons access to your means of entry. Please do not assist someone who appears to be having difficulty gaining entry. Do not prop gates open. People who vandalize the entry gates and/or exterior entry doors will be fined, required to pay the costs of repairs, and may face disciplinary action.

PERSONAL SECURITY AWARENESS

No security system is fail-safe. Even the best system can't prevent crime. Always proceed as if security systems don't exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

PERSONAL SECURITY - WHILE INSIDE YOUR ROOM

- Lock your doors and windows, even while you are inside.
Use deadbolt locks on the doors while you are inside.
When answering the door, see who is there by looking through a window or peephole. If you do not know the person, first talk with him or her without opening the door. Do not open the door if you have any doubt.
Do not put your name, address or phone number on your key ring.
If you are concerned because you have lost your key or because someone you distrust has a key, ask us to rekey the locks. You have a statutory right to have that done. You will pay for the rekeying.
Dial 911 for emergencies. If an emergency arises call the appropriate governmental authorities first, and then call us.
Check your smoke detector monthly for dead batteries or malfunctions.
Check your door locks, window latches, and other security devices regularly to be sure they are working properly.
Immediately report the following to us in writing, dated and signed:
- Any need of repairs of locks, latches, doors, windows and smoke detectors
- Any malfunction of other safety devices outside your dwelling, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
Close curtains, blinds and window shades at night.
Mark or engrave identification on valuable personal property.

PERSONAL SECURITY - WHILE OUTSIDE YOUR HOUSING

- Lock your doors while you're gone.

- Leave a radio or TV playing softly while you are gone.
- Close and latch your windows while you are gone, particularly when you are gone for an extended period.
- Tell your roommate where you are going and when you will be back.
- Do not walk alone at night.
- Do not hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- Use lamp timers when you go out in the evening or go away for an extended period. They can be purchased at most hardware stores.
- Let the Director of Housing and your friends know if you'll be gone for an extended time.
- Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

**S2. LOCKOUTS** – Identification will be required prior to you being let into your room. It is your responsibility to carry your key at all times to prevent repeated lockout problems. During the nights and weekends, please contact the RA on duty. Each resident will receive one complimentary lock out after regular business hours each semester. Subsequent use of the lock out service will result in a \$20 service fee for each additional lockouts provided. No other unapproved occupant or resident will be allowed in to your room unless written permission to do so is on file with our office.

**S3. SALES AND SOLICITATION** – Solicitation is prohibited at Academy of Art University Campus Housing residence buildings. Solicitors should immediately be reported to Academy of Art University Campus Housing staff or the Academy of Art University Campus Safety & Security Department. Residents are not allowed to use their rooms, telephones, or mailboxes for commercial or business purposes. In the case of fund-raising events recognized by campus organizations, approval may be obtained through our office. Announcements and publicity items for the residential bulletin boards must be submitted to our office and approved prior to posting.

**S4. INSURANCE** – We are not responsible for loss or damage to personal property at the Academy of Art due to theft, fire, interruption of water, heat or other utilities occurring within the Academy of Art University. You agree to purchase and maintain renter's insurance coverage for your personal property and liability insurance for damage to your room through misuse, accident or neglect. If you fail to comply with this paragraph, you agree to hold the University and Manager harmless for any damage to your property or property of others by accident, natural or other causes or neglect.

## COMMUNITY LIVING

**L1. DAMAGE AND VANDALISM: COMMUNITY BILLING** – Each resident will be held accountable for any damages, thefts, or vandalism for which they are responsible and will be billed accordingly. Residents should notify the Academy of Art University Campus Housing staff immediately to confront individuals damaging, stealing, and/or vandalizing the facility. In the event that individual(s) do not take responsibility for damages, thefts, or vandalism that occurs in the facility, the repair amount will be divided among all residents in the cluster or having access to the cluster. This amount will be billed to each student's account.

**L2. FIREARMS/WEAPONS** – The University Code of Conduct prohibits explosives (including fireworks), firearms, and/or weapons of any type in Academy of Art University Campus Housing residence buildings, residents' rooms, or campus grounds. Bringing firearms, weapons, and/or ammunition into Academy of Art University Campus Housing residence buildings or storing them in your room or anywhere else may be grounds for the immediate revocation of the Academy of Art University license agreement and sanctions under the Code of Conduct. For the purpose of Academy of Art University Campus Housing residence buildings policy, weapons may include, but are not limited to knives, paint guns, air guns, CO2 guns, martial arts weapons, mace, laser pointers, tear gas, BB guns, and sling shots.

**L3. KEYS** – Students are responsible for the security of their room. Each resident is issued keys upon check-in and is responsible for returning the key (s) upon checkout. Keys belong to us and must be returned to us at the end or termination of your license. The replacement cost for a room key and lock change is \$40.00. The replacement cost for a exterior entry door key is \$100.00. Additional fees are charged for other lost keys. Do not duplicate any keys or loan your key to anyone.

**L4. ALCOHOL** – All Academy of Art University Campus Housing facilities are dry residence facilities, which means that alcohol is not permitted on the premise at any time, regardless of whether the resident and/or guest is 21 years of age. The possession of alcohol paraphernalia or packaging is also prohibited. The violation of another community policy while under the influence of alcohol is additionally a violation of the alcohol policy.

**L5. DRUGS AND ILLEGAL CONTROLLED SUBSTANCES** – California State law and University policy prohibit student involvement in the use, possession, distribution, or sale of illegal drugs and/or paraphernalia; this policy also applies to Medical Marijuana. Judicial and/or criminal action will result from non-compliance with this policy and may affect your status as both a student and a resident of the Academy of Art University. This however does not mean that all citizens of our community make the best choices and some may chose to violate this policy and jeopardize their residency with us. We cannot guarantee the personal choices any resident or guest makes regarding this policy.

**L6. VERBAL AND/OR PHYSICAL ABUSE** – Residents and guests are to treat all neighbors, apartment mates, visitors, the management staff, and other officials with courtesy and respect. Verbal abuse will not be allowed including swearing, name-calling or any other language offensive or demeaning to another person. Physical violence of any type will not be tolerated.

**L7. FAILURE TO COMPLY** – You must comply with all written and verbal requests and instructions from management and officials. This includes requests to produce valid identification.

**L8. NOISE** – You and your guests must respect the rights of others at all times by behaving in a manner that is conducive to sleeping and studying. High volume sounds from home and car stereos, televisions, electrical instruments, and such are not permitted. Amplified musical instruments and drums are not permitted because of noise levels. Stereo equipment is permitted; however, the Residence Life staff reserves the right to regulate the sound level. Surround sound systems and subwoofers are not appropriate for residence hall rooms and apartments. Unacceptable equipment will be sent home at the cost of the resident. Do not make loud noise or play music in the courtyards, lounges, laundries, or other common areas. Noise violations that are disruptive not only internally, but externally to the City of San Francisco and our Academy of Art University neighbors constitute a more egregious violation of the noise policy.

a) **Courtesy Hours:** Noise in common areas must be kept to a minimum and noise made inside your room should not be audible outside of your room. Courtesy Hours are in place 24 hours a day in Academy of Art University residence buildings at all times. All residents have the right to ask others to refrain from making noise when that noise interferes with residents' study, sleep, or use of his/her room.

a) **Quiet Hours:** Quiet Hours are enforced in the Academy of Art University residence buildings as a supplement to the 24 hour Courtesy Hours. Quiet Hours in Academy of Art University residence buildings are in effect from 10:00 p.m. until 9:00 a.m. Sunday through Thursday and 12:00 a.m. (midnight) until 9:00 a.m. Friday, Saturday and nights preceding holidays. Residents living on floors with extended Quiet Hours must conduct themselves within those guidelines. During final exam and study periods, 24-Hour Quiet Hours are enforced.

**L9. FLAMMABLE MATERIALS** – No flammable materials, including flammable art supplies (i.e. gasoline, large quantities of paint, etc.) or open flames (i.e., candles or incense) are permitted anywhere in the Academy of Art University residence buildings. If using the community barbecue provided by Academy of Art University, please leave the grills, equipment and area clean for the next person.

**L10. FIRE / EMERGENCY SAFETY** – Residents and their guests are expected to promptly evacuate the building whenever a fire alarm sounds and to observe all fire/emergency guidelines. Misuse or damage to fire/emergency equipment (such as fire pull boxes, fire extinguishers, fire doors, fire hoses, smoke detectors and sprinkler systems) is strictly prohibited and will result in judicial and/or criminal action. Tampering with or disabling fire equipment is a felony in the state of California. Do not hang anything from sprinkler heads. Damage to sprinkler heads may result in flood damage for which you will be responsible. Residents are encouraged to confront individuals disregarding this policy and to report the incident to their RA.

The San Francisco Fire Department will fine students found responsible for tampering with fire safety equipment and causing false alarms in an amount of \$100.00 to \$500.00. Charges will be deducted from the student's security deposit.

Students found responsible for tampering with elevators will be charged a minimum \$250.00 per hour fee required to gain elevators operable.

**L11. SMOKING: DESIGNATED AREAS ONLY** – The Academy of Art University residence buildings are all smoke free facilities. Smoking is not permitted in or within 15 feet of the facility (including Hookah). We do not allow smoking in our office, the study lounges or the laundry rooms. While smoking outside, please, properly dispose of cigarette butts in ashtrays and exercise appropriate noise levels as to not disturb neighboring community members.

**L12. NUMBER OF OCCUPANTS** – The maximum number of residents in a double room is two (2). The maximum number of residents in a triple room is three (3). The maximum number of residents in a quadruple is four (4). Many apartments consist of multiple rooms.

**L13. VISITATION** – Visitors are welcome after consideration is given to the roommates' needs and rights. All visitors, regardless of whether or not they are Academy of Art University students, are required to sign-in at the residence buildings' front desk. Residents must accompany all visitors at all times while in the residence building. You are responsible for your visitors' compliance with all of the Community Policies. Visitors are not allowed in residence building premises after 10:00pm on Sunday through Thursday, and after 12:00 midnight on Friday and Saturdays, or before 9:00am Monday through Friday, or before 9:00am Saturday and Sunday.

**L14. ROOM INSPECTION/ENTRY** – We may enter your room as described in your license agreement. If access to unit is denied, a \$100.00 fine will be imposed to each occupant of the unit for each occurrence of noncompliance. Announcements of planned room inspections will be posted at entrance to buildings, as well as on each floor of the building.

**L15. DECORATING YOUR ROOM** – Personalizing your living space is an important part of making your room your home, but please be advised that you may not make any permanent alterations to your room. Damages noted at the end of the year, which are not listed on the room inspection report at check-in, will be billed to you. You are responsible for thoroughly completing a room inspection form and submitting it to the Academy of Art University Housing Office within 24 hours of when you move into your room. Remember that you may not use nails or staples in the walls. All decorations should be temporary in nature so as to not permanently deface or damage any of your housing's finishes. You can hang posters and other wall decorations with poster putty, thumbtacks, or any other method that will not damage painted wall surfaces. Do not use nails, stickers or tape on the housing entrance, bedroom and closet doors, floor, woodwork, or furniture surfaces. **Painting or wallpapering your room is not allowed.** Students must abide by all local and state fire and safety codes.

**You may not build alternative lofts, of any type, in Academy of Art University residence buildings.** You may not remove any furniture provided in your room and store the furniture in any other location at the Academy of Art University or at any other location off-site. All provided furniture must remain in your room at all times. Furniture is not to be placed outside, in the elements, at any time. Decorations for the holidays and celebrations should be of noncombustible material. Combustible materials can be used only if the items bear a "flameproof" label on the wrapper. Live Christmas trees are not permitted in individual student rooms or in common areas. Any electrical lighting sets must bear the label of Underwriters Laboratories, Inc., and be free of frayed wires, loose connections, and broken sockets. Light bulbs must be arranged so they do not ignite any combustible materials. We do not allow multiple-outlet; "octopus" plugs in your room unless they have a self-contained circuit breaker. All extension cords must be UL (Underwriters Laboratories) approved.

Prior approval must be received from the Resident Director or Campus Housing Office before any outside furniture may be brought in to any residential units.

**L16. DECORATING BUILDING COMMON AREAS** – Personalizing common areas in residence buildings is an important part of living in community, but **please be advised that you may not make any permanent alterations to any common area in your building, including but not limited to installation of alternative tile, countertops, appliances, carpet, and built in cabinets or bookshelves.** At the end of each academic year, a representative from the Academy of Art University Campus Housing staff will inspect the residence buildings' common areas and kitchen for damages.

Damages noted at the end of the year, which are not listed on the inspection report at check-in, will be billed to the community or the responsible persons. Alterations made to common areas, or kitchen will be expected to be returned back to the original condition at the expense of the community or persons responsible, prior to allowing responsible parties occupancy for the next year. All decorations should be temporary in nature so as to not permanently deface or damage any of your housing's finishes. You can hang posters and other wall decorations with poster putty, thumbtacks, small nails, or any other method that will not damage painted wall surfaces. Nails leaving large holes in walls will be billed to you. Do not use nails, stickers or tape on the housing entrance, bedroom and closet doors, floor, woodwork, or furniture surfaces.

**L17. COOKING** – All cooking in the residence buildings must be confined to the kitchen areas. Cooking in rooms without kitchens is not allowed. Kitchens are for use by residents only. Non-residents are not allowed to use the kitchens for cooking or preparing meals. Student are responsible for keeping the kitchen areas clean and sanitary. Students should be conscientious of fire safety at all times when using kitchen areas. Students who cause fire hazards which result in the response of the fire department, either intentionally or as a result of negligence, may be held financially responsible for fines incurred by the City of San Francisco. Refrigerators and microwaves are only allowed in those rooms/units where these appliances have been provided by the University. Hot plates, barbecues, toasters, toaster ovens, rice cookers and non-open coiled sandwich/meat grillers are not permitted within your room.

**L18. SATELLITE TELEVISION DISHES** You may not install a satellite television dish..

**L19. ROOMMATE AND NEIGHBOR COUNSELING** – Conflicts occur due to a lack of communication between people and resistance to compromise. All residents agree to follow the ROOMMATE/NEIGHBOR CONFLICT RESOLUTION process:

- A. The complaining resident discusses the problem with our staff; staff will give tips on how to talk with the roommate/neighbor; the complaining resident addresses the concern directly with the roommate/neighbor.
- B. Our staff will follow up with the complaining resident. If the problem remains, a resolution meeting is held among roommates/neighbors and our staff. A roommate/neighbor contract may be formulated to help negotiate a compromise.
- C. Our staff will follow-up and revise the roommate/neighbor contract if needed.
- D. Only after our staff feels that the roommate/neighbor resolution process has been given a chance will changes in housing assignments be considered. Failure to get along with roommates/neighbors is not grounds for license termination.
- E. Roommates/neighbors electing not to work through this prescribed resolution process will be assessed a \$150.00 transfer fee to change housing.

Unauthorized use or possession of belongings owned by any person or entity other than yourself may constitute theft and is strictly prohibited.

**L20. ROOMMATE ASSIGNMENTS** – If you do not designate a roommate on your initial housing application, we will assign you a roommate based on priority status and the date the application is received. If your roommate withdraws or moves, you must maintain your room in move-in condition in order that a new roommate may be assigned at any time.

**L21. SUBLETTING** – Subletting arrangements of any kind are not permitted. You are not allowed to provide accommodations to roomers, boarders, lodgers, or family members.

**L22. SKATEBOARDING/ROLLER & IN-LINE SKATES/BICYCLES** - Skateboarding, rollerblading, in-line skating, and bicycling are prohibited in the interior and immediate exterior of all Academy of Art University facilities. Such activities pose a safety threat to people and should only take place in areas that maximize the safety of riders and others.

**L23. HARASSMENT / DISTURBANCE / CHRONIC MISBEHAVIOR** – Interfering with university operation or university sponsored activities, or endangering, threatening, causing harm to any person, causing reasonable apprehension of such harm, and/or engaging in harassment of discriminatory activities as defined by the Code of Conduct is strictly prohibited. We may immediately terminate the License Agreement if the student threatens to harm herself or himself or threatens to harm another person.

In addition, a resident establishes an unacceptable pattern of misconduct when he or she is frequently in

trouble, though individual offenses might be minor. A pattern of recalcitrance, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem. Resident must comply with the directive of University and Academy of Art University Campus Housing personnel, including University Safety officers. Failure to comply with disciplinary sanctions imposed by proper authority is unacceptable conduct and will invite more severe disciplinary measures.

You and your guests are to treat all neighbors, housing mates and visitors, our staff, and University officials with courtesy and respect. Verbal abuse is not allowed which includes swearing, name calling, or any other language offensive or demeaning to the person. Language that threatens, intimidates, or injures another person because of that person's sex, sexual orientation, disability, race, national origin, or personal characteristics and beliefs are not allowed. Physical violence as well as sexual misconduct of any type will not be tolerated.

Abusive behavior directed toward any member of the campus community is a violation of Title V of the California Administrative Code, Section 41301 and is prohibited. You must comply with all written and verbal requests and instructions from our staff and University officials. This includes requests to produce valid identification.

**L24. GUESTS** – Requests for overnight guests must be submitted in writing at least 24 Hours in advance to the Resident Director and is contingent upon roommate and staff approval. Before having any guest sleep in a common area within a unit (apartments and lofts only), residents must obtain explicit and unanimous consent from all residents who share that common area. Sleeping in public areas (eg: TV/Study Lounges) is not permitted under any circumstance by either the resident or the guest. Approved Non-resident guests may visit no more than 3 (three) consecutive nights and/or 5 (five) nights total during an academic semester.

**L25. COHABITATION** – Cohabitation is defined as the extended presence (daily or nightly) of any person in any room or apartment to which that person is not assigned. Cohabitation is strictly prohibited.

**The Housing Department reserves the right to restrict any non-resident guest from the residence halls at any time as determined by Housing, Security or University staff.**

## COMMUNITY CLEANLINESS

**C1. HOUSING CLEANLINESS** – You must maintain yourself and your room in a clean, orderly and sanitary condition at all times. Unclean conditions may create an unhealthy environment for your roommates and/or your neighbors.

- A. If we must clean your room to assure sanitary conditions, you must reimburse us for all costs incurred.
- B. If one roommate of a double room moves out, all roommates/suitemates must satisfactorily clean the unit. If the unit is not cleaned, a \$100.00 cleaning charge will be assessed among all roommates/suitemates.
- C. Cleaning services are provided to residents on a weekly basis. Licensee agree that the floors and bathrooms of the unit will be presented in such a manner to ensure a thorough cleaning of the unit. If Licensee denies access to the unit and/or the unit is deemed too cluttered for the custodial staff to enter, a \$100.00 fine will be imposed to each occupant of the unit for each occurrence of noncompliance.

**C2. TRASH** – Put all trash in tightly closed plastic bags and deposit them in individual trash containers or in dumpsters provided. Do not put your trash in the trashcans in the courtyards or common areas. You will be charged a \$30.00 service charge if you place any trash outside your room or anywhere else on the premise (other than inside the dumpsters). If you leave trash on lawns, breezeways, walkways, courtyards, fire escapes, patios you will pay a \$30.00 removal fee.

**C3. ROOFS / LEDGES / WALKWAYS / COURTYARDS/FIRE ESCAPES** – For safety and maintenance reasons, no student is allowed on any residence building roof, ledge or fire escape. Keep walkways and courtyards clean and uncluttered at all times. Only appropriate patio furnishings should be used in those units with patios. Do not dry clothing or linens or store unsightly personal property, including water bottles, on your walkway, patio courtyard at any time, including but not limited to boxes, tires, recyclables, and broken furniture. No interior furniture is allowed on walkways and courtyards. We do not have storage facilities for your use other than what your room offers.

**C4. SCREENS & OPEN WINDOWS** – If screens are provided, they must remain on windows, and all permanently sealed windows must remain closed to ensure safety. Screens are to be left in and closed at all times. Resident in rooms where screens are removed or windows are opened will be billed for repair/replacement and may be subject to disciplinary action. Throwing any object, solid or liquid, out of a window is strictly prohibited. Where such acts seriously threaten or injure the life, safety, or property of others, violators may be evicted from Academy of Art residences. Flags, banners, or posters must not be hung in the windows or outside of the buildings. Aluminum foil is not permitted to cover windows. Food, plants or other items are not to be kept on outside windowsills, fire escapes or walkways.

**C5. WATERBEDS** – Waterbeds are not permitted in Academy of Art University residence buildings/units.

**C6. HALL RECREATION** – Rollerblading, roller-skating, or biking inside Academy of Art University residence buildings is not permitted. Playing with, throwing, kicking, or rolling any ball or sports paraphernalia inside is also prohibited.

## OFFICE & MAINTENANCE SERVICES

**O1. OFFICE HOURS AND SERVICE PROCEDURES** - Our business hours will vary during the course of the year. Please check the office hours posted at the office entrance. When the office is not open, the phones will be transferred to an answering service for messages. A staff member is also available after hours.

**O2. MAINTENANCE MANAGEMENT SYSTEM** - We take pride in providing you a well-maintained room. We demand high standards of service from our suppliers, subcontractors, and service personnel. Except during emergencies, a work order must be issued to our office for all service requests. **Initiating a work order grants us permission to enter your room, at any time, to make the repair.**

Your cooperation with this policy will help us provide you better service. If you make a second request for service and do not receive service within forty-eight hours, please address a letter to Academy of Art University, Attn: Director of Housing, 79 New Montgomery St, San Francisco, CA 94105. Only written correspondence will be acknowledged. Emergencies such as power failures, losses of heat (if the outside temperature is below 40°F), rising water, no hot water, clogged toilets, clogged kitchen sinks (if both sides of the sink are clogged), and stoves not working may be reported by calling the on-duty staff member. Promptly report water leaks and equipment malfunctions to minimize your inconvenience and property damage.

**O3. CARE IN USE OF ART SUPPLIES AND/OR EQUIPMENT** – Although we understand that your academic assignments may require a variety of artistic mediums, you must be responsible in the care of your unit while completing those projects. Damage resulting from your actions, (ie, paint overspray on desks or walls, charcoal dust staining carpets, cuts in furniture from exacto knives) will result in damage charges being assessed to your account.

**O4. CARPET CARE** – To reduce damage and preserve the appearance of your carpet, you must vacuum frequently (at least weekly). A vacuum cleaner is available for your use at each residence building office or front desk. Please call us immediately for special instructions and assistance in handling carpet stains or damage. Please note: the red dye contained in some juices and soft drinks and/or household bleach may cause permanent staining and damage to the carpet that you will be held responsible.

**O5. PEST CONTROL** – A pest control company provides service to Academy of Art University residence buildings on a regular basis. If you are having a problem with bugs and pests please call our office to make a report and the pest control company will provide service the next visit. All rooms will be treated periodically unless a medical excuse from a doctor is given to us. You may not refuse service if a doctor's excuse is not on file.

If aggressive pest control is necessary, you may be required to temporarily relocate to another building. It is imperative that you follow all prescribed instructions in the event of such a relocation in order to prevent further infestation of pests.

## AMENITIES

**A1. LAUNDRY FACILITIES** - Laundry facilities are for our residents' use only. When utilizing laundry facilities, observe the rules posted in the laundry room. Avoid overloading the machines or using too

much soap. Clean the lint filter before and after use. As a courtesy to others and to prevent theft, remember to remove your clothes promptly after using the machines. We are not responsible for unattended laundry or damage to clothing caused by any machinery in the laundry facilities.

**A2. STUDY LOUNGES** – Study lounges are for our residents and their guests only. We are not responsible for any of your belongings left in the lounges.

**A3. PUBLIC AREA FURNISHINGS** – Public area furnishings are for the use of all residents' and are not to be removed from the public areas or to be used in residents' rooms. The removal of public furnishings is considered theft of property, and community damage charges may result.

**A4. POSTING** - All signs and posters must be pre-approved by the Academy of Art University before being posted. Approved posters, signs, and other items can be posted in designated areas only.

**A5. PARKING** - There is no automobile or motorcycle parking at the Academy of Art University. Residents are discouraged from bringing vehicles or motorcycles to school. Fuel-powered vehicles and machines are not allowed in the residence buildings.

**A6. BICYCLES** – Bicycles are allowed in the residence buildings, but must be stored in such a manner that they do not block doors or hallways. You may not keep bicycles in common area space. We are not responsible for damage or theft of bicycles while on campus. Residents are strongly encouraged to use locks recommended by your bike dealer and/or the Department of Campus Safety & Security. Ride bicycles on the streets only. Do not chain bicycles to trees, signs, mailboxes or fences. Do not leave bicycles so they obstruct sidewalks, walkways, landings, or breezeways.

**A7. MAIL** – As a courtesy we may accept any mail on your behalf but we are not obligated to accept packages. We are not responsible or liable for any damage or theft of mail we accept on your behalf. We will not accept responsibility for any certified or registered mail. The US Postal Service delivers mail to your box. Notices for packages too large to fit in boxes will be left in the appropriate box, instructing pick up at our office. Packages, when accepted, may only be picked up during normal business hours; staff members are not authorized to retrieve mail when the office is closed.

## NETWORK ACCESS

**N1. WI-FI CONNECTIVITY** – Residence building Wi-Fi access is a privilege, not a right. While the IT staff at the Academy of Art University will make every effort to maintain a signal for wireless connectivity, we cannot guarantee uninterrupted connectivity due to factors beyond our control.

We reserve the right to monitor all network activity, incoming or outgoing, on the residence network and on all computers internally tied to it. All internet usage is logged by default.

The users of the network are responsible for respecting and adhering to local, state, federal and international laws. While we cannot be responsible for the actions of individual users, it is understood that Academy of Art University will make every effort to ensure compliance with established laws. We reserve the exclusive right to block any or all users suspected of violating Academy of Art University internet policies as well as local, state, federal and international laws.

**N2. STANDARDS OF USER BEHAVIOR** - User access to the network is contingent upon prudent and responsible use. A User may not participate in any behavior that unreasonably interferes with the use of computing resources by another. As wireless network access enables Internet usage in public/common areas, it is important that users consider their surroundings when accessing the internet. The viewing or broadcasting in common areas of materials that may be obscene, offensive or otherwise inappropriate is prohibited and may result in disciplinary action.

Each User is responsible for the proper use of his or her computing and network resources and is accountable for any damages that are caused by improper use of or tampering with any network equipment. Do not share your username or password with other students. Any premeditated attempt to crash network systems or programs is a punishable disciplinary offense and is a violation of Federal law. Tampering with the Wi-Fi network and computer equipment is prohibited. If you are found tampering with Academy of Art University equipment, you will forfeit your wireless network access privileges.

Network users are responsible for all traffic originating from their network device. In addition, network traffic is considered private, thus, any

attempts to read or monitor network information of others ("sniffing") is a violation of the Federal Privacy Act. Repeat violations will result in the University disconnecting the offending device from the network.

Please keep in mind that you are responsible for all uses of your computer, and the network use by a computer can be traced to its owner.

**N3. COPYRIGHT INFRINGEMENT** - The copying of copyrighted materials, such as third-party software, without the express written permission of the owner of the proper license, is illegal. Consequently, the Wi-Fi network is configured to block the use of Peer-to-Peer file sharing networks (BitTorrent, KaZaA, Gnutella, Morpheus, LimeWire, Gnucleus, Bearshare, Aimster, iMesh) that are used to share copyrighted material (including, but not limited to, music, software, movies and television programs) in violation of the Federal Digital Millennium Copyright Act and other Federal copyright law. Students are prohibited from using these file-sharing networks on any Academy of Art University-provided network, including the Wi-Fi network.

**N4. HACKING** - The willful introduction of computer viruses or other disruptive/destructive programs into the residence network or into external networks is prohibited.

Use of systems and/or networks in attempts to gain unauthorized access to remote systems is prohibited.

Decryption and/or capture of system or user passwords is prohibited.

**N5. ANTI-VIRUS SOFTWARE REQUIREMENTS** - Users must have updated, current anti-virus software installed and operation on their computer.

## JUDICIAL PROCEDURES

**J1. JUDICIAL PROCEDURES** – Housing judicial procedures are limited to administrative actions, and as such, do not automatically affect resident's student status. If a resident's conduct warrants referral for the University's action, the Housing Hearing Officer will formally advise the resident of that process. Housing sanctions may include, but are not limited to, formal warnings, re-assignment of bed spaces, probation, community service projects, and/or termination of the Academy of Art University Housing License Agreement. Barring exceptional circumstances, formal sanctions may only be issued after the involved resident has been interviewed. Appeals of Housing sanctions or administrative decision may be made to the Director Housing or designee; appeals of the license termination hearing process may be made to the Campus Living Villages Attn: Academy of Art University Regional Director, 1001 Fannin, Suite 1350, Houston, Texas 77002

**J2. ATTENDANCE OF JUDICIAL MEETINGS** - Attendance at scheduled appointments is mandatory, and residents who fail to make or keep a required appointment are subject to termination of the Academy of Art University Housing License Agreement. Violations of Housing probationary or warning statuses are also subject to termination of the license agreement.

**J3. COMPLETION OF SANCTIONS** - Residents are required to complete assigned sanctions by the deadline issued. Failure to do so may result in the revocation of the Academy of Art University Housing License Agreement and other disciplinary and/or administrative action. If a resident wishes to appeal a sanction assigned to them they must do so in writing within three business days of being notified of the assigned actions.

## GENERAL

**G1. ENDANGERING SELF OR OTHERS** – Students are expected to avoid endangering or causing to be endangered (directly or indirectly) the safety of any person, including self. Examples of safety violations that may result in removal from housing include, but are not limited to, suicide gestures; expelling items from the residence buildings, bomb/terroristic threats; activation of false fire alarm, tampering with emergency equipment.

**G2. CURFEW** – All Academy of Art University students under the age of 18 are expected to follow curfew hours. Academy of Art University complies with the San Francisco Curfew for Persons less than 18 years of age. The only exception to these curfews is attendance at an Academy sponsored event. The curfew hours are Sunday through Thursday 10:00pm; Friday and Saturday at 12:00 midnight.

**G3. PARTIES** – Unauthorized parties are prohibited in the residence buildings. Residents are not permitted to host anywhere in their residential building (including student rooms and community space) a number of guests that equals twice the total

occupancy of their room (i.e. a room which occupies two (2) residents is only permitted to have four (4) guests at any given time within their room or common area). However, regardless of the total occupancy of the room, the maximum number of guests permitted in any one room is no more than eight (8) people. At the discretion of the Campus Housing Staff or the Campus Safety & Security Staff, any gatherings may be requested to disperse, and all non-residents escorted out of the building. Residents of rooms/units found in violation of this policy may face disciplinary action.

**G4. BUILDING & COMMUNITY MEETINGS** - All residents are required to attend Building and Community meetings as directed by Campus Housing staff members.

**G5. CHECK-OUT PROCEDURES** - Residents must check-out within 24 hours after their last final exam, but no later than the last day of their contract. Appropriate arrangements must be made ahead of time for your departure. Late check-outs must be approved by the Campus Housing Office, and will be pro-rated at \$45.00 per day. There are some charges associated with not fulfilling your responsibilities when you move out. You will be charged \$150.00 for an improper check-out if you fail to make an appointment and meet with a Campus Housing staff member.

**G6. PRIVACY RIGHTS OF STUDENTS' EDUCATIONAL RECORDS** - In accordance with the federal Family Education Rights and Privacy Act of 1974 (20 U.S.C. 1232g), regulations adopted hereunder (34 C.F.R. 99) and California Education Code Section 67 100 etseq., the Academy of Art University policy allows the release of personally identifiable information to others (except to verify student status) only with the student's prior consent or in the case an extreme emergency or where there is clear and imminent danger to the student, to others or to society.

*If you violate any of these Community Policies you are also breaching your License. Such violation may, at our sole discretion, cause you to be disciplined, fined, and/or removed from housing. These Community Policies are part of your License for a room/bedspace at Academy of Art University. Thank you again for choosing Academy of Art University as your home. If at any time you have suggestions for improving the quality of life or desire assistance, please contact us.*