



2020-21 Terms and Conditions Campus Housing (operated at Loma Palisades) and USD Dining Agreement

INTRODUCTION

This Campus Housing and Dining Services Agreement (“Agreement”) is entered into by and between the University of San Diego (the “University”) and the student (“Resident”). This Agreement establishes the terms and conditions of occupancy in University Residence Halls and participation in a University Dining Services meal plan when so indicated. This Agreement, together with the online campus housing and dining applications, constitutes an offer by the University to contract with Resident for housing facilities and dining services as specified herein. Resident accepts this Agreement by either accepting the Agreement electronically or in hard copy format or by occupying the University’s residence halls. By accepting this Agreement, Resident agrees to all terms and conditions set forth in this Agreement. This Agreement is effective between the parties upon Resident’s acceptance.

The University shall not be required to reserve space for Resident in a University residence hall unless and until Resident accepts this Agreement and submits an online campus housing application. **By submitting a completed campus housing application, Resident agrees that if Resident cancels the 2020-21 Campus Housing and Dining Services Agreement, at any time and for any reason, Resident will be responsible for a \$250 cancellation fee that will be posted to Resident’s student account.** [Please refer to Clause 12 “Refund and Forfeitures Policies” of the 2020-2021 Housing and Dining Services Agreement for applicable dates of additional late cancellation fees.] NOTE FOR NEW UNDERGRADUATE STUDENT RESIDENTS: The \$500 Resident Enrollment Deposit made to the Admissions Office will serve as the Room Prepayment. The \$200 Resident portion of the New Student Resident Enrollment Deposit will be fully forfeited if the New Student Resident cancels the agreement for any reason at any time.

1. ELIGIBILITY

To be eligible to live in a University residence hall, Resident must be currently enrolled as a full-time student at the University and making normal progress toward completion of a degree. All unmarried students with credits defining them as either a first-year or second-year student who are under 20 years of age at the initial start date of their first agreement period of occupancy at the University and who do not commute from the permanent (i.e. primary and not

a secondary) San Diego County home of their parent(s) or court appointed legal guardian are required to live in University housing. A Resident who becomes 20 years of age following the Resident's initial matriculation at the University will still be subject to and required to fulfill the two-year residency requirement. Exceptions to these policies will be considered, but must be requested in writing and approved prior to the start of the semester (i.e. prior to checking into the hall or to making permanent plans to live off campus). The University reserves the right to refuse any application for accommodations in University residence halls. Moreover, acceptance of the signed Agreement by the University does not constitute a commitment of admission to the University.

2. AGREEMENT PERIOD FOR OCCUPANCY

The 2020-21 academic calendar has been updated for the fall semester. The University reserves the right to adjust the dates of the agreement period for occupancy after the fall semester concludes on Saturday, November 21, due to adjustments to guidelines and recommendations from the state of California and county of San Diego regarding COVID19.

The term of this Agreement is for the entire academic year which consists only of the fall and spring semesters or, if this Agreement is entered into after the start of the academic year, for the remainder of the academic year. Unless specifically stated otherwise, the term of this Agreement does not include Winter/Christmas Break, Intersession or Spring Break.

The term of this Agreement for occupancy in **Camino and Founders Halls, Maher Hall, Valley A and B, San Buenaventura, the Alcalá Vista Apartments, plus any freshman Resident assigned to a residential area designated as "continuous occupancy"** is as follows:

Fall Semester

From: **10 am on Saturday, August 15, 2020**, for all Residents.

To: Twenty-four hours after the Resident's last examination **or noon on Saturday, November 21, 2020, whichever comes earlier.**

Spring Semester

From: **10 am on Sunday, January 24, 2021**, for all Residents.

To: Noon on the day following the last class prior to the Spring Break (**Saturday, March 27, 2021**).

From: 10 am on the day prior to the first class day following the Spring Break (**Sunday, April 4, 2021**).

To: Twenty-four hours after the Resident's last examination **or noon on Thursday, May 20, 2021, whichever comes earlier.**

The term of this Agreement for **graduate student** Residents living in **Presidio Terrace, San Antonio de Padua and Manchester Village** provides for continuous occupancy from **10 am on Saturday, August 15, 2020 at 10:00 a.m. through Thursday, May 20, 2021 at noon.**

The term of this Agreement for **law student** Residents living in **Presidio Terrace, San Antonio de Padua and Manchester Village** provides for continuous occupancy from 10 am on **Saturday, August 15, 2020 at 10:00 a.m. through Sunday, May 16, 2021 at noon.**

The term of this Agreement for **all upper-class undergraduate** Residents living in the **San Antonio de Padua, University Terrace Apartments, Presidio Terrace Apartments and Manchester Village** provides for continuous occupancy from 10 am on **10 am on Saturday, August 15, 2020 at 10:00 a.m. through Thursday, May 20, 2021 at noon.**

Continuous occupancy (including Christmas/Winter Break and Intersession) is available at no additional expense only for those non-freshman Residents in the San Antonio de Padua, Presidio Terrace Apartments, University Terrace Apartments, and Manchester Village who fulfill the full 2020-2021 academic year Agreement. Any Resident who does not fulfill the full 2020-2021 academic year Agreement shall pay the applicable room fees established for those periods (i.e. Christmas/Winter Break and Intersession) assessed to Residents in non-continuous occupancy campus housing buildings. Standard applicable room fees will also apply to any freshman Resident assigned to continuous occupancy campus housing and requesting to reside on campus during Christmas/Winter Break and Intersession.

3. CHARGES FOR USE PRIOR TO AGREEMENT TERM

Residence halls will be open prior to the fall and spring semester Agreement period for occupancy dates to accommodate those Residents who participate in new student orientation in an official capacity. This option is restricted to new students and orientation workers authorized by the Division of Student Affairs, which will send notification of specific dates of arrival.

Early arrival and/or late stay requests are unlikely to be accommodated and must be requested in writing at least five University business days in advance of the day when the early arrival or late stay begins. The Department of Residential Life reserves the right to refuse these requests if the University determines that the requests cannot be accommodated for any reason. Any Resident (other than Residents authorized to participate in new student orientation) who submits a request at least five business days in advance and who is granted permission by the Department of Residential Life to move into the residence halls prior to the stated occupancy period or remain in the residence halls after the stated occupancy period will be subject to a \$65 per night (room only) fee billed directly to the Resident's University account.

Any Resident who allows anyone else access to the room/apartment/building for the purpose of moving in belongings or staying overnight without the express written consent of the Department of Residential Life is in violation of Residential Life policy and may be referred to the Office of Ethical Development and Restorative Practices.

4. DINING SERVICES

Meal Plan and applicable Dining Services policies are as stated herein. Any questions regarding Resident's Meal Plan or Torero ID Card should be directed to Campus Card Services (619) 260-5999.

A. Selecting a Meal Plan

- i. Carefully review the complete Meal Plan policies and conditions before selecting a plan. Complete information is available on the [Dining Services website](#) via the Meal Plan page.
- ii. Resident will select the plan of their choice online via the [MySanDiego portal](#) within the New Student, or My Torero Services, tab.
 - a. All Residents must have their official USD Torero ID number to select a Meal Plan.
 1. For **fall 2020** entrance, Resident should purchase a plan on or before July 1, 2020.
 2. If a student submits an application to become a Resident after July 1 then the Resident must purchase a Meal Plan before the first day of classes for the fall 2020 semester.
 3. If Resident's first semester on campus is **spring 2021**, Resident must purchase a plan by the first day of classes of the spring 2021 semester.
- iii. Based on your housing and/or unit status you may be required to purchase a Meal Plan.
 - a. If a student is required to have a plan but does not select one by July 1, 2020, the minimum required plan will be automatically assigned to student's account.
 - b. Required plans may not be reduced or canceled at any time.
- iv. Once a Meal Plan is purchased/assigned for the year that will be your plan for the fall and spring semesters. Resident will be automatically assigned the same Meal Plan that student has in the fall for the spring semester.

B. Schedule

- i. Meal Plans will be available when USD is in regular session for the fall and spring Semesters. ***All Spring 2021 dates are subject to change based on revisions to the USD Academic Calendar.**
 - a. Undergraduate and graduate students: the **first** Meal Plan meal of each semester, and following vacation breaks, will begin with dinner the night before

the first day of undergraduate classes (8/16/20 dinner/fall; 1/24/21* dinner/spring).

b. Law School students may begin using their Meal Plan on the first day of Law School classes (8/17/20 fall; 1/11/21* spring).

c. For all Meal Plan holders, the **last** meal of each semester will be dinner on the last day of undergraduate exams (11/20/20 fall; 5/19/21* spring).

C. Additional Terms

i. Meals do not carry over into intersession, and do not carry over from semester to semester. Meals **do** roll over from week to week within the semester.

ii. No meals will be offered during Thanksgiving, Christmas, intersession, Easter and/or spring vacation breaks. All campus dining locations are closed during Thanksgiving, Christmas and Easter breaks. Limited dining options are available during intersession and spring break.

iii. Dining Dollars do roll over from fall to spring semester; but will expire at the end of the spring semester on the last day of undergraduate exams (5/19/21*).

a. Any fall semester Dining Dollars that were carried over to the spring semester are forfeited and non-refundable if you cancel your spring Meal Plan.

b. Dining Dollars are not refundable.

iv. At the end of the fall semester all fall Meal Plan accounts are closed. All spring plans are closed at the end of the spring semester.

D. Changes and Cancellations

i. Student may increase their Meal Plan at any time throughout each semester. Students may purchase an additional plan once their meals from their current Meal Plan are depleted. Dining Dollars are available for purchase at any time.

ii. If student's housing and/or unit status should change by the tenth class day of the semester, student's Meal Plan requirement may also change.

iii. If Resident is required to have a Meal Plan the plan may not be reduced or canceled at any time.

a. If Resident does not choose a plan online by July 1, 2020, Resident will be automatically assigned and obligated to pay for a required plan.

iv. If Resident is not required to have a Meal Plan, but elects to purchase one, the following terms apply:

a. The last day to reduce or cancel a Meal Plan is the tenth class day of the undergraduate semester (fall 8/28/20; spring 2/5/21*). There will be no Meal Plan refunds or deductions in the plan after the above dates.

b. If you wish to cancel your plan (during the first ten class days of the semester) and you have not used any of your Meal Plan you will receive a 100% refund if you cancel by the deadline.

- c. If you have used some of your plan (i.e. you have used any meals or any Dining Dollars), you will receive a partial refund for the meals and/or Dining Dollars not used or spent.
- d. The Meal Plan you have at the end of the fall semester will be automatically assigned to you for the spring semester. If you decide to change or cancel your Voluntary plan, you must make that change via the MySanDiego portal meal plan channel.

- v. Any fall semester Dining Dollars that were rolled over to the spring semester are forfeited and non-refundable if you cancel your spring Meal Plan.

E. Dining Services Policies

Violation of an applicable Dining Services policy will result in appropriate disciplinary action in a manner consistent with the Student Code of Rights and Responsibilities. Where the circumstances are warranted, a student's dining privileges may be revoked when a Dining Services policy is violated. The student will not be entitled to a decrease or refund of any portion of the fee paid for the Meal Plan when the student's dining privileges are suspended or revoked as a result of the student's violation of a Dining Services policy.

Resident shall be responsible for complying with all applicable Dining Services policies, including but not limited to the following:

- i. A Meal Plan may not be resold, assigned, transferred, or used by anyone else under any condition. Use by anyone else may result in a fine.
 - a. The Meal Plan is for the exclusive use of the cardholder.
 - b. Resident shall not use any other person's Torero ID (meal) card or virtual ID.
 - c. You must present your official, valid, Torero ID (meal) card for each and every Meal Plan transaction.
- ii. Torero ID Card holder must report a lost ID card within 24 hours to Campus Card Services. You may do so online, by phone (619) 260-5999, or in person at the Campus Card office University Center 127. If you do not report the loss of a card within 24 hours, you will be liable for any meals used and charges accrued, up until the time the card is reported missing.
- iii. Theft and vandalism in any dining area (of food, utensils, supplies or other university property) is strictly prohibited.
- iv. Attempting to enter or exit dining facilities other than at designated points is prohibited.
- v. Throwing of any object within a dining facility is prohibited.
- vi. Proper attire, including shoes and shirts, must always be worn in all dining locations.

5. RESIDENT RULES AND REGULATIONS

The Resident agrees to abide by all applicable state, federal and local laws and to observe and comply with all applicable University policies, rules and regulations, including but not limited to those set forth in the *Student Code of Rights and Responsibilities* and the Department of Residential Life *Community Standards*.

The University of San Diego's mission statement affirms the institution's commitment to advancing academic excellence and creating a diverse and inclusive community. Existing USD policy affirms the institution's commitment to creating and maintaining an environment that is free of discrimination and harassment. In furtherance of the University's mission and policies, USD prohibits and does not tolerate acts of intolerance. Any incidents, including but not limited to room change requests, in which a hate crime or bias motivated behavior is suspected to have occurred will be reported to the Department of Public Safety for investigation. A student or group of students found to have violated such policies is subject to appropriate disciplinary action under the Student Code of Rights and Responsibilities. For more information, please see the Student Code of Rights and Responsibilities and/or the University's Acts of Intolerance Response Procedures that can be obtained through the Office of the Vice President for Student Affairs.

6. ASSIGNMENT POLICY

The University will attempt to honor requests from non-freshmen Residents for accommodations, **but accommodation preferences are not guaranteed**. The University reserves the right to assign more occupants to a room than the established capacity on a temporary basis when the demand for housing exceeds the spaces available. Furthermore, the University reserves the right to assign roommates, to change room or hall assignments, and/or to consolidate vacancies by requiring Residents to move from one accommodation to another in the event such reassignments are determined to be necessary by the University. **The University also reserves the right to assign a new Resident to a vacancy that may occur in the residence halls at any time. No prior notice of a new roommate to the Residents sharing that residence hall space is required.**

THE DEPARTMENT OF RESIDENTIAL LIFE WILL ATTEMPT TO PROVIDE FALL SEMESTER ROOM ASSIGNMENTS AND ROOMMATE INFORMATION BY AUGUST 1 TO NEW RESIDENTS WHO HAVE SUBMITTED ALL REQUIRED APPLICATION MATERIALS AND PAYMENTS BY THE INITIAL CLOSURE DEADLINE OF THE ONLINE APPLICABLE CAMPUS HOUSING PORTAL. Failure to receive an assignment does not cancel the Agreement. Residents who do not receive assignments before leaving for the University should check with the Department of Residential Life upon arrival at the University. Unless written notification of late arrival has been received by the Department of Residential Life, Resident's room assignment is subject to being cancelled at 9:00 am on the first day of classes if the Resident has not checked in by that time. If possible, reassignment will be made upon arrival. However, the cancellation of a room assignment or Resident's failure to check in by the required time does not in any way affect a Resident's obligations under this Agreement.

7. ROOMMATES

Roommate requests for returning University Residents will be honored whenever possible. However, roommate requests must be mutual. [New freshmen will not have the opportunity to select roommate(s) prior to the start of the Agreement period for occupancy.] If a particular student is preferred as a roommate by a returning Resident, then the Residents should confirm their preferred roommate's name on the Residential Life housing portal roommate selection option.

8. ROOM CHANGES

Requests for room changes are initiated by submitting a *Room Change Request E-Form* available on the Department of Residential Life website.

Fall Semester Room Changes: Room change requests will not be permitted during the first two weeks of the fall semester.

Spring Semester Room Changes: The deadline to submit a Room Change Request E-Form to change rooms in the spring semester is December 1. Room Change Request E-Forms received after December 1 for the spring semester may not be processed until after the first two weeks of the spring semester.

Resident may change rooms only after receiving written authorization from the Residential Life staff and written approval of the Community Director(s). Unauthorized room changes may result in the Resident being required to move back to their authorized assignment and/or disciplinary action. Approved changes are reported to the appropriate Residential Life staff. To provide opportunity to move personal belongings, access to the Resident's previously assigned room will be extended for 24 hours after access is given to the new room assignment. The Resident is also responsible for completing the electronic *Room Condition Form* for the new assignment.

9. RATES AND PAYMENT

The campus housing rates are determined annually and are based upon combinations of the hall assignment and room occupancy. IF BILLINGS ARE MADE BEFORE ROOM ASSIGNMENTS ARE COMPLETED FOR NEW RESIDENTS, THE NEW RESIDENT WILL BE CHARGED A STANDARD DOUBLE ROOM RATE AND AN ADJUSTMENT (IF NECESSARY) WILL BE MADE AFTER ASSIGNMENTS ARE COMPLETED. THE UNIVERSITY RESERVES THE RIGHT TO CHANGE ROOM AND BOARD RATES DURING THE TERM OF THE AGREEMENT. If room occupancy (i.e. number of residents in a room) changes after billings have been made, the determination of whether the higher occupancy shall be maintained for room assignment flexibility or the occupancy in a room should be reduced resulting in the applicable room rate increase shall be at the sole discretion of the Department of Residential Life.

While this Agreement is in effect, the Resident will be required to meet all financial obligations of the Agreement. If the Resident is under 18 years of age at the time of submitting the online campus housing application, then the Resident must have their parent or legal guardian sign and complete the Parent Portal electronic agreement or *Agreement Acceptance Form* and thereby guarantee full and prompt payment to the University of all sums payable by the Resident under the Agreement.

Payment will be made in accordance with University policy on payment of tuition and fees as described in the Academic Course Catalog. Failure to satisfy the financial obligations accrued under this Agreement may result in the denial of meals, removal from campus housing, and/or denial of issuance/transfer of grade transcripts and/or enrollment, pursuant to University rules and regulations governing the imposition of these sanctions.

If a vacancy occurs in a room during the semester and the Department of Residential Life determines that maintaining the higher occupancy is not necessary for room assignment flexibility, the remaining Resident(s) will be offered three options: 1) Keep the room at the lower occupancy level by paying the higher applicable rate, 2) Move into another room where a vacancy exists, or 3) Allow another student to move into the room to bring the occupancy to the desired room type. If the remaining Resident(s) should select the third option and then fail to accept a new roommate for any reason at any time during the semester in which the vacancy occurs, then the remaining Resident(s) shall be charged at the higher applicable rate (e.g. if one Resident remains the single or super single room rates apply) retroactively to the date when the vacancy initially occurred. No furniture may be moved out of the room without written approval from the Department of Residential Life.

Residents who enter into an Agreement with the University for housing after the first week of the agreement period for occupancy of either semester will be charged a prorated semester room rate. Subsequent to the start of the Agreement period for occupancy (or the encoding of key card access privileges, if earlier), a Resident who is enrolled at the University shall be required to fulfill all financial obligations of this Agreement for the entire Agreement term.

10. TERMINATION OF AGREEMENT

The Resident or the University may terminate this Agreement only pursuant to this provision.

Termination by the Resident:

a. If written notice of termination is received by the Department of Residential Life prior to the beginning of the Agreement period for occupancy or the delivery of an access key card, whichever occurs earlier, and the resident is not subject to the two-year residency requirement outlined in Section 1 (Eligibility), the Agreement will be cancelled, subject to Refund and

Forfeiture Policies as set forth below. The termination shall be effective upon receipt of the written notice by the Department of Residential Life.

b. After the Agreement period for occupancy begins or the delivery of an access key card whichever occurs earlier, the Resident must submit the applicable housing cancellation request e-form available on the Department of Residential Life website to request approval for a termination of this Agreement under the following circumstances:

- (1) Loss of student status, taking a leave of absence, withdrawal from the University, or failure to attend.
- (2) Assignment to a University-sponsored study abroad, internship, research, or other University program that requires living away from San Diego.
- (3) Completion of graduation requirements during the term of the Agreement.
- (4) Marriage. (Presentation of proof of marriage is required.)
- (5) Unforeseen and compelling circumstances (including personal and financial,) occurring after the start of the Agreement period of occupancy that, in the judgment of the Director of Administration or designee, entitles the Resident to special consideration. Roommate conflicts are not considered a strongly persuasive reason to cancel the Agreement since this can be addressed via mediation or a room change request.

A Resident with a documented disability can register with the Disability and Learning Difference Resource Center to determine eligibility for housing accommodations. Appropriate documentation from a licensed medical or mental health professional is required to engage in the interactive process of determining appropriate accommodations. When possible, the first priority will be to accommodate the Resident through available on-campus options before canceling the agreement.

A Resident may also choose to complete a Wellness Housing Request form if a Resident and an off-campus licensed medical or mental health professional believe a specific type of on-campus housing will benefit the overall success of the Resident living within the on-campus USD campus community. Reasonable requests will be supported as space allows. This form can be accessed by emailing wellness@sandiego.edu.

If the Resident's cancellation request is approved and if the Resident is eligible for a partial refund, any applicable partial refund would be based upon the checkout requirements being completed prior to the partial refund deadlines noted in Clause #12. The effective date for any housing refund will be the latest date of either semester when all those checkout requirements are completed.

Approval of a request for termination of this Agreement is not automatic. Submitting a *Housing Cancellation Request Form* does not guarantee an approved release from your Agreement or release you

of your financial obligation. Termination of this Agreement is effective only upon the University's approval in writing of the Resident's request for termination. The University retains the sole and complete discretion to approve or deny a request for termination of this Agreement.

Termination by the University:

a. The University may terminate or temporarily suspend some or all of its responsibilities under this Agreement with or without notice where (1) the University in its sole discretion determines that the continued operation of University housing or dining services for either a set or indefinite period of time is infeasible or impractical; or (2) due to circumstances beyond the University's control, the University concludes that it is appropriate to suspend housing or dining services for a set or indefinite period of time.

b. The University may terminate or cancel this Agreement if the Resident fails to meet the full terms and conditions stated herein, or for violation of University and/or residence hall policies or regulations as stated in the *Student Code of Rights and Responsibilities* and/or the *Community Standards* or otherwise, which are made a part of the Agreement by reference. In the event the Agreement is terminated for the above reasons, the Resident shall be required to surrender the assigned room under the same terms, conditions, and covenants as would apply under the Agreement if the surrender were to involve approval under Section 10b(5) of the Agreement.

c. If the University terminates or suspends its responsibilities under the Agreement pursuant to this section, Resident shall continue to be responsible for the performance of their responsibilities (financial or otherwise) of the Agreement.

11. ASSIGNMENT OF AGREEMENT

The Agreement cannot be transferred, assigned or sublet by the Resident to another party under any circumstances.

12. REFUND AND FORFEITURE POLICIES

If Resident terminates this Agreement as provided above (note that cancellations are not automatic after the Agreement period for occupancy begins or the delivery of an Onity access key card whichever occurs earlier), Resident shall be responsible for the fees provided for in this provision.

The full \$250 cancellation fee will be charged to the student account of any Resident who cancels the campus housing agreement regardless of the date or the reason for termination.

Cancellation by Fall Resident Requested before the Start of Fall Agreement and before encoding of Access Card:

Law student Residents begin their agreement period for occupancy on August 15, 2020. Therefore, law student Residents with Agreements initiated prior to the fall semester that cancel their enrollment or cancel the campus housing Agreement for any reason after May 31, 2020 but before the end of the fall semester shall be charged the full \$250 cancellation fee and also shall be subject to additional late cancellation fees as stated below:

Cancellations Received:	Additional Charge:	Total Charge:
June 1-30	\$100	\$350
July 1-31	\$300	\$550
August 1-15	\$500	\$750
August 15-October 1	\$700	\$950

After October 1, 2020 a law student Resident is responsible to pay the total fall semester room fee and not eligible for any partial refund.

Undergraduate and graduate student Residents with Agreements initiated prior to the fall semester that cancel their campus housing Agreement for any reason after May 31, 2020 but before the end of the fall semester shall be charged the full \$250 cancellation fee and shall also be subject to additional fees as stated below:

Cancellations Received:	Additional Charge:	Total Charge:
June 1-30	\$100	\$350
July 1-31	\$300	\$550
August 1-15	\$500	\$750
August 15-October 1	\$700	\$950

After October 1, 2020 an undergraduate or graduate Resident is responsible to pay the total fall semester room fee and is not eligible for any partial refund.

All new incoming University freshmen and transfer students should check with Admissions regarding any questions they may have regarding both deadline and refund policies associated with their enrollment deposits. The \$500 Resident Enrollment Deposit made to the Admissions Office will serve as the Room Prepayment. The \$200 Resident portion of the New Student Resident Enrollment Deposit will be fully forfeited if the New Student Resident cancels the agreement for any reason at any time. Resident that cancels their campus housing Agreement

for any reason after July 31, 2020 but before the end of the fall semester shall forfeit the \$200 deposit and also shall be subject to additional fees as stated below:

Cancellations Received:	Additional Charge:	Total Charge:
August 1-31	\$100	\$300
August 31-October 1	\$300	\$500

Cancellation by Fall (continuing) Resident for Spring Semester:

Predetermined Cancellation - A continuing Resident may terminate the spring semester portion of their academic year Agreement without paying a cancellation fee if the Resident's termination request is approved by the University under Section 10b(1)-(4) of this Agreement, but only if the Resident's written request is received by the Department of Residential Life on or before November 21, 2020. If a Resident's written request is received by the Department of Residential Life after November 21 and the request is approved under Section 10b(1)-(4) of this Agreement, Resident will be assessed a minimum cancellation fee of \$250 plus additional daily prorated fee based on the applicable occupancy room rate and the date when checkout requirements have been completed for each day subsequent to January 2, 2021.

To avoid additional late cancellation fees, Resident who is academically disqualified should provide written notification to the Department of Residential Life whether he or she will appeal that disqualification at least one month prior to the start of the applicable semester. Since many students appeal their academic disqualification, Residential Life does not want to cancel the Agreement (and therefore campus housing assignment) for a Resident on the academic disqualification list until a Resident has confirmed in writing that they will not be returning to the University.

Personal Cancellation - A fall semester Resident who submits a written request for cancellation of their academic year Agreement under Section 10b(5) via the *Housing Cancellation Request Form #2 (Personal)* e-form and who subsequently receives approval from the Director of Administration or designee under Section 10b(5) shall be assessed a spring semester cancellation fee plus daily prorated room fees if applicable as financial damages. The applicable spring semester cancellation fees will be determined by the following dates when the initial cancellation request was submitted in writing:

On or before November 1	\$1,000
November 2 through January 2	\$1,500
After January 2	\$2,000

Both Personal and Predetermined Cancellations - To avoid an additional daily prorated fee based on the applicable occupancy room rate and the date when checkout requirements have

been completed, a Resident who receives approval to cancel the spring semester portion of their academic year Agreement must complete all checkout procedures by the last day of the fall semester Agreement period for occupancy (i.e. noon on Saturday, November 21, 2020). Any Resident who cancels the spring semester portion of their academic year Agreement and who does not complete all checkout procedures by the last day of the fall semester Agreement period for occupancy (i.e. noon on November 21, 2020) shall be assessed the \$250 cancellation fee and additional daily fees, beginning January 2, 2021. Therefore, to provide sufficient time for the cancellation process to be completed and a final decision to be rendered, cancellation requests should be submitted no later than November 16 to avoid the daily prorated fees assessed after January 2.

Cancellation (Predetermined or Personal) by New Spring Resident for Spring Semester:

Returning USD Student - For new spring semester Residents that are returning USD students, the full \$250 cancellation fee will be charged to the student account of any Resident who cancels the campus housing agreement regardless of the date or the reason for termination. Subsequent to the start of the Agreement period for occupancy (Sunday, January 24, 2021) or the encoding of key card access privileges, if earlier, a new spring semester Resident who is enrolled at the University shall be required to fulfill all financial obligations of this Agreement for the entire Agreement term.

New Incoming University freshman or transfer student - All new incoming University freshmen and transfer students should check with Admissions regarding any questions they may have regarding both deadline and refund policies associated with their enrollment deposits. The \$500 Resident Enrollment Deposit made to the Admissions Office will serve as the Room Prepayment. The \$200 Resident portion of the New Student Resident Enrollment Deposit will be fully forfeited if the New Student Resident cancels the agreement for any reason at any time. After the spring semester Agreement term for occupancy begins, termination of the Agreement by a ***new incoming spring Resident*** shall result in the \$200 deposit forfeiture, plus assessment of an additional daily prorated fee based on the applicable occupancy room rate and the date when checkout requirements have been completed being posted to the Resident's student account.

After March 15, 2021, **Resident** is responsible to pay the total spring semester room fee and not eligible for any partial refund.

For any approved cancellation of the Agreement (applicable to all students) occurring prior to the partial refund deadlines noted above, the effective date for any housing refund will be the latest date of either semester when all the following requirements are completed: the Resident officially submits a University withdrawal notice or applicable *Housing Cancellation Request E-Form*, removes all personal belongings from the Resident's room, and has the room access privileges deleted from their ID card.

13. LIABILITY

The University shall not be responsible or liable directly or indirectly for loss of or damage to personal property resulting from fire, flood, electrical outages, appliance malfunction, theft, or any other cause which occurs in its buildings or on its grounds prior to, during, or subsequent to the Agreement period for occupancy. **Residents should review family property insurance coverage to ascertain the status of their coverage while living in residence halls, particularly noting the presence or absence of a coverage clause for mysterious disappearance (i.e. loss where physical proof is not available). Residents are encouraged to purchase renter's insurance to cover the loss of or damage to their personal property. The University assumes no responsibility and provides no insurance or financial protection for Resident's personal property. The University does not offer renter's insurance.** Additionally, the University is not responsible for personal property left behind by Residents after the date of their transfer, departure, suspension, or dismissal from any room in a University residence hall.

Resident also agrees that the University shall not be liable for Resident's exposure to, or contraction of COVID19 (also known as the coronavirus) as a result of living on USD property. The University encourages Resident to make his/her own informed decision regarding housing as it relates to exposure to COVID19.

14. CHECK-IN AND CHECKOUT

Upon moving into their assigned room, the Resident will complete, sign, and submit the electronic *Room Condition Form* to their Resident Assistant. This *Room Condition Form* will be an accurate and complete record of the contents and condition of the assigned room and will be the basis for room damage charges, if assessed. Residents who fail to complete or submit their electronic room condition forms are liable for all damages or loss. The Resident agrees to follow established checkout procedures as outlined in the *Community Standards* and the *Student Code of Rights and Responsibilities* or otherwise as communicated by the University when vacating the room, which includes removing trash and debris, leaving the room in an acceptable, clean condition, and having the Onity room access privileges deleted from their Torero ID card.

The Resident will vacate their room within twenty-four (24) hours after termination of this Agreement, after loss of student status, after the Resident's last final examination of the semester, or according to the Agreement period of occupancy, whichever occurs earliest. The room must be left clean and orderly and all checkout procedures must be followed. Failure to follow established checkout procedures may result in forfeiture of the Damage and Cleaning Deposit plus additional charges.

15. VACATION PERIODS

With the exception of the San Antonio de Padua, Manchester Village, Presidio Terrace and University Terrace Apartments, THE RESIDENCE HALLS ARE CLOSED DURING VACATION PERIODS (i.e. Winter/Christmas and Intersession). All freshman Residents must vacate campus housing during vacation periods regardless of where they live unless the Resident receives written approval from the Department of Residential Life. The University reserves the right to enter student housing during vacation periods for maintenance or safety reasons. Residents may leave their personal belongings in their assigned room during these periods at their own risk if they will continue residing in the room after the vacation period.

Special requests for hardship housing during these vacation periods must be submitted in writing to and approved in writing by the Department of Residential Life. If the University does make space available for students during vacation breaks, it may require those students to move to different residence halls during such periods. Additional charges of \$65 per night will be made for housing (i.e. room only) during these times. Prices are subject to increase.

16. ROOM INSPECTIONS, ENTRY AND SEARCH

The University reserves the right to enter Resident's room to assure proper maintenance and repair, to provide for the health and safety of the hall residents and guests, to investigate a possible violation of Community Standards or other University policy, or in the case of an emergency. Resident consents to the University's entry into Resident's room for such purposes. The Dean of Students or official staff acting in the Dean's absence will determine if reasonable cause exists to search a Resident's room. If reasonable cause is determined, the official will inform the Resident of the basis for the search and have the search conducted in the Resident's presence if at all possible. A student living in a residence hall or apartment is not immune from a legal search by law enforcement officers. All rooms may be checked for safety purposes and to secure each building prior to breaks.

17. DAMAGES AND COSTS

The Resident agrees to pay and be responsible for any damages, lost property, or necessary service costs caused by the Resident or the guests or permittees of the Resident to the University residence halls through accident, neglect or intent. Resident agrees to keep the premises clean, in good order and condition, and free of trash, mold, mildew and unsightly material and to immediately notify University, in writing, of any damages to or defects or dangerous conditions in or about the premises, including but not limited to any plumbing stoppages, water leaks, water penetration, or water damage. The Resident agrees to pay and be responsible for any damages, repairs, lost property, or necessary service costs caused by the acts or omissions of Resident or the guests or permittees of the Resident, including but not limited to the misuse of equipment, plumbing stoppages, accidents, negligence, intentional conduct, or the failure to notify University in a timely fashion of damages/defects/dangerous conditions in or about the premises.

When more than one Resident occupies the same room and the University cannot ascertain responsibility for damage or loss in the room; the cost of cleaning, repairs or replacements will be divided and assessed equally among the Residents of the room. No challenges concerning damage or cleaning charges to a Resident's student account shall be considered if received more than 90 days after the Resident's account has been billed.

18. ROOM & CAMPUS ALTERATIONS

Residents are not permitted to paint, repair, or remodel any University room or common area in the residence halls without prior written approval from the Department of Residential Life. Installation of any unauthorized personal lock on any door or window is also prohibited and will be removed at the Resident's expense. The Resident agrees to return the residence hall room and its furnishings to the same condition that existed when the Resident initially occupied the room.

Upon expiration or earlier termination of this Agreement, the University may require the Resident, at the Resident's expense, to remove any or all improvements, alterations, or decorations made by the Resident to the Resident's residence hall or assigned room. The Resident may also be required to make whole or reimburse the University for repairing or making whole any damage of any sort resulting from such improvements, alterations or decorations by the Resident.

To maintain the structural and visual integrity of housing facilities and to offer students a pleasant community environment, repair and/or construction projects may be pursued during the term of this agreement. Reasonable effort is made to minimize a negative impact on residents. Projects requiring entry into Resident's room will result in the university notifying affected Residents when time permits. Resident will be responsible for safeguarding their belongings. Removal of personal belongings may be necessary. Resident may be required to change spaces due to construction dislocation.

19. DAMAGE AND CLEANING DEPOSIT

The \$100 Damage and Cleaning Deposit will serve as a combination damage, cleaning, and room checkout deposit. The deposit is held as long as the Resident remains on the list for assignment or lives in a University residence hall.

This deposit will cover the cost of any damage (except for normal wear and tear) that occurs prior to the Resident's official checkout. This deposit will also cover the cost of any cleaning required to restore the Resident's room to the condition which existed at the time of the Resident's check-in. In cases where damage or cleaning costs exceed the deposit, the Resident will be billed for the additional amount.

A refund of the deposit, less any housing charges and pending official checkout from the hall, will be made when the Resident has met all of the terms and conditions of this Agreement and the Resident does not apply for housing for the next academic year. This balance of the deposit should be refunded about six to eight weeks after the close of the Agreement period for occupancy.

20. ROOM DAMAGE/CLEANING & PEST CONTROL

Communal and individual rooms in residence halls will be subject to periodic inspection for their cleanliness and for damages. Should there be damages or a problem with cleanliness, the Resident(s) of the room/ floor will be financially responsible for restoring rooms or common areas to acceptable standards. Repair work will be scheduled at the University's discretion and may occur while Residents occupy their rooms. Repair costs will be assessed and payable immediately. Charges not paid when assessed will be charged to the Resident's student account. Charges will be assessed per determination of a Resident's responsibility or to all assigned roommates if responsibility is coequal or determination of responsibility cannot be individually assigned. Charges for communal area damage will be assigned per determination of individual responsibility or to all Residents if responsibility is coequal or determination of responsibility cannot be individually assigned.

Cleanliness is defined as a reasonable person's expectation of healthy order in an ordinary living environment. Damage is defined as destruction of permanent fixtures, structure configuration, violation of original surface area finish or destruction of University furniture.

In the event of a pest infestation, the university has contracted with a private vendor to exterminate pests with minimal pesticides. To request pest control service, the Resident must submit a request through the Housing Portal, and a pest control vendor will be scheduled by Housing staff. The residents will be given instructions on how to prepare the room or suite prior to the arrival of the vendor.

Failure to notify or take immediate action as directed by the university regarding maintenance and pest control hazards or deficiencies on university property will result in Resident being charged for damages, repairs, and services. Resident agrees to follow all university directives in order to eradicate pests. This may include room preparation, clothes laundering, and leaving Resident's bedspace for a period of time.

21. SURVEILLANCE

To ensure the safety and security of our residents, a number of residential areas are monitored by video surveillance which may include residential hallways, common areas, community spaces, and office areas. Residential Life reserves the right to use video surveillance to assist with promoting the safety and security of our residents. It is a violation of university policy to tamper with safety equipment, including security cameras.

22. CONTRACT CHANGES

Amendments or exceptions may not be made to the terms and conditions of this Agreement without the prior written agreement of the Director of Administration or the Dean of Students.

23. WAIVER OF BREACHES

The failure of the University to exercise any right or remedy available to the University as a result of the Resident's breach of any of the terms or conditions of this Agreement shall not be deemed to be a waiver by the University of any such rights or remedies. No terms or conditions of the Agreement required to be performed by the Resident and no breach thereof shall be waived, altered, or modified except by an express, written instrument executed by the University. The receipt of payment by the University with the knowledge of the breach of any terms or conditions of this Agreement shall not be deemed a waiver of such breach.

The specified remedies to which the University may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the University may be lawfully entitled in case of any breach or threatened breach by the Resident of any provision of this Agreement.

24. MISCELLANEOUS

This Agreement contains the full and entire Agreement between and among the parties relating to the subject matter herein, and the terms of this Agreement are contractual and not a mere recital. This Agreement may not be amended, except through a written statement signed by the student and an authorized representative of the University. If any provision of this Agreement, or part thereof, is held invalid, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions, or parts thereof, which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Agreement are severable. **The laws of the State of California shall govern this Agreement, and the venue for any dispute arising out of or relating to this Agreement shall be San Diego, California.**

25. STATEMENT ON NONDISCRIMINATION

The University of San Diego is dedicated to advancing academic excellence and creating a diverse and inclusive community. As an institution with a Catholic identity, the University is committed to creating and maintaining an educational environment that recognizes the dignity of each university community member.

The University prohibits unlawful discrimination in its student-related programs and services, including but not limited to admissions, financial aid, academic programs, housing, athletics, and other extracurricular activities, based on a student's race, color, religion, national origin, sex,

sexual orientation, gender identity, gender expression, marital status, pregnancy, age, physical disability, mental disability, or other characteristic protected by federal or state law. Reasonable accommodations will be made for qualified individuals with disabilities in all such programs and services, unless the accommodation would create an undue hardship for the university.

26. EXHIBITS AND OTHER WRITTEN MATERIAL

Residents assigned housing in Loma Palisades should review additional Loma Palisades exhibits and written materials including but not limited to their Community Policies (Schedule A), and Additional Agreement Terms (Schedule B).

Additional Agreement Terms for Loma Palisades (Schedule B)

Appliances

Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or metal, fibrous, non-food items or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, moist towelettes or wipes (even if advertised as flushable) cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages that you cause. If the Residence does not have a frost-free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the Residence is equipped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, clogged, kinked, or crushed.

You must obtain written consent from Loma Palisades Management before installing any air conditioning unit (including portable air condition units) washer, dryer, refrigerator with water dispenser or ice-maker, or other appliance. If consent is granted, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow Loma Palisades to install them (and to pay Loma Palisades the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that will be specified by Pacific Ridge; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate Pacific Ridge for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed.

Assignment, Subletting and Transfer by Resident

Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise

transferred. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.

Automobile Wash and Repair

If permitted on the Property, automobile washing and oil changing may be done only in designated areas.

Balconies, Patios, and Windows

Please do not shake or hang rugs, towels, and clothing from windows. Do not put plants or other items on balcony or patio walls. If your balcony or patio is visible from outside your residence, do not keep anything on it other than patio furniture. Loma Palisades reserves the right to prohibit, restrict and control the items on your balcony or patio.

Barbecue Grills

If allowed on the Property, barbecue grills may be used only in designated areas, and only in compliance with applicable laws. Cities and counties that have adopted the California Fire Code prohibit charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a LP gas container of 1 pound or less is used.

Bedbugs and Pests

Please report suspected bed bug infestations immediately by contacting the leasing office (if any) or the property manager. Bed bugs are becoming more common, and their treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bed bug extermination, and because of the risk that bed bugs could spread into other units, you agree that if bed bugs are found, you will immediately contact the leasing office or property management and will not attempt to personally exterminate bed bugs without professional assistance.

“Pests” include (but are not limited to) ants, bed bugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered
- Promptly advising Loma Palisades property management of any pest control needs, or any condition indicating a bed bug infestation in the Residence or Property (such as

itchy welts on skin, bed bugs, blood spots (either brown or red) or bed bug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). Loma Palisades is not responsible for any condition about which they are not aware and bed bugs require professional pest control treatment;

- Refraining from bringing bed bugs and other pests into the Residence and the Property, and inspecting all luggage, bedding, clothing, and personal property for bed bugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow Loma Palisades to do the same upon request. If Loma Palisades has a concern about possible infestation, they may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bed bug infestation;
- Providing Loma Palisades with access to Residence for their pest control assessments and pest control treatment;
- Cooperating with inspections to facilitate the detection and treatment of pests, including providing requested information that is necessary to facilitate the detection and treatment of pests.
- Following Loma Palisades instructions to prepare the Residence for pest control treatment and/or vacating the Residence in connection with pest control efforts;
- Upon request promptly providing Loma Palisades with copies of all records, documents, sampling data and other material relating to the condition of the Residence.

Bicycles, Skateboards, Scooters, Rollerblades and Skates

Pedestrians have the right of way on all sidewalks, walkways and other pedestrian areas throughout the Property. Bicycles, skateboards, scooters, roller blades/skates, self-balancing motorize boards, and other wheeled apparatus must be used with care, to avoid property damage, injury and danger for others.

Furniture Moving

Loma Palisades may designate times and methods for moving furniture, and other household goods to or from the Residence. They will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence. Every effort will be made by Resident and Residents Related Parties to protect the Property from damage arising from the furniture move. Residents shall be liable for any damages arising from such move.

Garbage

You must dispose of all garbage, waste and recyclable materials in designated container and/or designated areas and in accordance with applicable law and Loma Palisades instructions. Unless indicated otherwise, you may not dispose of large items in Property garbage containers and/or areas. All boxes must be broken down and crushed before placing them in the appropriate container. You may not dispose of hazardous waste in Property garbage containers or on the Property. Information about disposal and recycling options for household hazardous waste is available at: <http://www.dtsc.ca.gov/HazardousWaste/UniversalWaste/HHW.cfm>

Laundry Facilities

If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can. No dye or flammable solutions are permitted.

Mold

Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organism matter in the environment. When moldy materials and damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. Your residence has been inspected by Loma Palisades and they are not aware of any mold problems or existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence in a manner that prevents mold growth which means:

- Keep the Residence Clean
- Control moisture in the Residence and increase air circulation
- Periodically inspect the residence for moisture and mold
- Notify the property managers in writing if you see or suspect mold that you have been unable to clean sufficiently with soap and water, then let dry 24 hours and follow up with a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant, Tilex Mildew Remover, or Clorox Cleanup.
- Do not bring any personal property into the Residence that may contain high levels of mold especially "soft possessions" such as couches, chairs, mattresses, and pillows.
- Do not maintain an excessive number of indoor plants

- Do not maintain a fish tank or other water filled container without written consent from Loma Palisades

Parking/Garage/Vehicles

If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified. Garages (if any) may not be used for operation of a business or as an extension of the living area of the Residence. Loma Palisades reserves the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. They may issue a parking sticker or other device to control parking. If issued, you must use the parking control devices. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. Garages (if any) may be used for private automobiles and storage only, and garage doors must be kept closed and locked at all times other than when you are entering or exiting the garage. If a garage has been assigned to you, you must park in it to maximize non-garage parking spaces for others. You may use your garage secondarily for storage but only if it doesn't interfere with your ability to park in the garage. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally require handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designate "no parking" or "restricted parking" area; (I) is parked in a space reserved for another resident; (J) is not properly parked in a designated area; (K) block access to a garage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason allowed by law.

Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. Loma Palisades will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle or a garage. Parking space may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with prior written consent from Loma Palisades. You may install an electric vehicle charging station only with advanced written consent, which will be granted or withheld at the sole discretion of Loma Palisades, except as otherwise provided by law. Operate your vehicle safely and limit your vehicles speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) after service of any notice allowed by law; and (b) at the earlier of the Termination Date or the date that you vacate the Residence.

Pets

You may not feed stray or wild animals. You may not have any pets at the Residence or on the Property without prior written consent from Loma Palisades and USD Housing Administration, which may be withheld at the sole discretion of Loma Palisades or USD Housing Administration. This prohibition applies to all pets, including "visiting" pets. If pets are authorized you agree to follow the following rules for your pet(s):

If your pet is a cat or a dog, it must be at least 6 months old and be neutered or spayed, with verification from a veterinarian.

- The following pure breed or mixed breed are not permitted: Akita, American Staffordshire Terrier, Bedlington Terrier, Chow Chow, Doberman, Dogue de Borduex, Fila, German Shepard, Karelian Bear Dog, Mastiff, Pit Bull, Presia, Canario (Canary Dog), Rhodesian Ridgeback, Rottweiler, Shiba Inu. Breeds not listed will be researched and must meet Landlord Approval.
- Resident agrees to have available at all times and show to staff of Property upon demand, a Pet Identification Tag attached to Pet's collar, on Pet's leash or on Residents key chain.
- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving water on the Property.
- Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape. Resident understands that permanent carpet stains and or odors are cause for full replacement of pad and or carpet at Resident's expense.
- Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
- Use a stain and odor removing product with enzymes (such as Nature's Miracle) as necessary and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzyme must be used by viewing the Residence with a black light.
- If your pet is a cat, keep a scratching post.
- Pets must be licensed and vaccinated in accordance with local law. You must provide proof if requested by Loma Palisades or USD Housing Administration.
- Comply with all local laws and regulations relating to the pets, including Health and Safety Codes.
- Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
- You will be responsible for confining your pet if Landlord or Landlord Related Parties need access to the Unit.
- Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to defend, indemnify, and save Landlord and Landlord related parties harmless from all loss, claim, damage, or liability relating to your pets or any pets

of Residents Related Parties. Permission to have a pet may be revoked with three days notice for cause.

- You represent to Loma Palisades that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry room, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.
- Permission to have a pet may be revoked at any time with three days notice for cause, or thirty days notice without cause. You will be asked to move any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing Loma Palisades and USD Housing Administration to terminate your tenancy.

Posting Flyers

Flyers may be posted by Residents only in designated areas, if any. If flyers are allowed to be posted, Loma Palisades may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in their sole discretion.

Smoke and Carbon Monoxide Detection

Resident is responsible to test, and replace batteries as needed to maintain the battery operated smoke and carbon monoxide detectors in the residence. Resident(s) must inform the Landlord immediately in writing if any defect, malfunction or failure of any detector(s).

Smoke Free Areas

The parties want to reduce or eliminate (i) the irritation and know health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, vaping, or carrying any lighted cigar, cigarette, e-cigarette, electronic cigarette, or other similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of the Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to Loma Palisades) A resident may sue another resident for an injunction to prohibit or for damages, but may not evict another resident. Loma Palisades will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of your housing agreement and grounds for immediate termination of the agreement and your tenancy. Neither

Landlord, nor Landlord Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. Loma Palisades makes no implied or express warranties that the Residence or Property will have higher air quality standards than any other areas. The success of their efforts to make the designated areas smoke-free depends on voluntary compliance by you and others. Loma Palisades reserves the right to change or eliminate their smoke-free policy in the future. As current residents in designated smoke-free areas enter into new leases, or convert to month-to-month tenancies, Loma Palisades intends to implement the smoke-free policy as to those residents. As current residents in designated smoke-free areas vacate, Loma Palisades intends to implement the smoke-free policy as to those units. However, they reserve the right to change or eliminate or smoke-free policy in the future and do not guarantee a smoke-free environment.

Window Coverings

If window coverings have been provided, you must use them and understand they are part of the Landlord Personal Property. If no window coverings are supplied, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window sill which are visible from the outside.

Waterbeds and Aquarium

Waterbeds are not permitted.

You must obtain permission from Loma Palisades to have an aquarium of more than 5 gallons. Any and all flooding due to the aquarium must be reported to the Landlord. Resident is responsible for all damages that result from the flooding.

Sustainability

Resident agrees to comply with any sustainability practices or policies of Landlord, including, without limitation, using reasonable efforts to minimize water and energy usage and to minimize waste and carbon emissions at the Residence, and to comply with any recycling, trash or composting policy or program of Landlord. In connection with any environmental sustainability objectives of Landlord, Tenant shall provide and deliver sustainability consumption information and data with respect to the Resident's use of the Residence (collectively, "sustainability information") as reasonable requested by Landlord. Additionally, Tenant authorizes Landlord to request Sustainability Information from Third Parties, including utility companies or vendors, as Landlord deems reasonable appropriate. Requested Sustainability Information may include, but shall not be limited to, information regarding Resident's: (a) energy consumption (including electrical, gas and other) using Energy Star energy performance rating or other agreed upon system at the Residence, (b) estimate of carbon and other greenhouse gas emissions from the Residence, (c) water consumption at the Residence, (d) waste generation at the Residence, and (e) environmental characteristics of the Residence. Landlord shall be entitled to utilize such Sustainability Information as it deems reasonable necessary, including, without limitation, for the

following purposes: (a) monitoring and improving utility usage, (b) benchmarking policies, (d) maintaining, submitting or obtaining certifications or rating for the Property, or applying for fee waivers, credited and/or rebates related to green or sustainable improvements.