



## Undergraduate Housing License and Meal Plan Agreement

- 1. TERMS AND CONDITIONS.** This Housing License and Meal Plan Agreement (the “Agreement”) is entered into by and between the University of Redlands (hereinafter “University”) and the undersigned student (hereinafter “Resident”) for a specified length of time (hereinafter “Term”).
  - a.** This Agreement shall establish the terms and conditions of Resident’s participation in the University’s student housing program. This Agreement is a legally binding agreement for the entire term set forth below between the University and Resident.
  - b.** This Agreement is entered in light of conditions that exist at this time. But Resident acknowledges and agrees that changing public safety conditions in the community (e.g. response to circumstances surrounding COVID-19, fire or flooding in a residential location, and/or natural disasters) may require the University to alter these terms and conditions to conform to public safety requirements.
  - c.** Resident understands and agrees that neither a lease nor any other interest in real property is created by this Agreement.
  - d.** This Housing License Agreement may not be transferred or assigned.
  - e.** By accepting this Agreement, the Resident agrees to all terms and conditions set forth herein.
  
- 2. RESIDENCY REQUIREMENT.** The University requires all undergraduate students to reside in University housing for the duration of their degree completion. Depositing with the University is acceptance of this “Agreement” until the Resident has graduated or withdrawn from the University.
  - a. OFF-CAMPUS STATUS.** Exceptions to the residency requirement may be made for those who meet one of the following criteria below. Off-campus requests will be considered each spring either in the Housing Intention Form for new students or the Off-campus Petition process. Residents are advised not to sign outside contracts/leases, as this will not be grounds for approval and the residency requirement, and applicable fees, will remain.
    - i.** Consistently residing with a parent or legal guardian within 30 miles at all times;
    - ii.** Younger than 16 or 23 years of age or older by Fall move-in day;
    - iii.** Part-time status with the Registrar’s Office (not applicable for May Term); and/or
    - iv.** Married, or in a legally registered domestic partnership, and/or has a dependent.
  
- 3. ELIGIBILITY.** Enrolled undergraduate students, or others authorized by the Division of Student Affairs, may reside in University housing.

- a. Housing is not guaranteed, and may not be approved, for students younger than 16 years of age or 23 years of age or older. Assignments will be provided should an appropriate space, determined by Student Affairs or designee, be available.
  - b. **MAY TERM.** Only students enrolled in an on-campus May Term course, student-athletes who remain in competition, or students employed with Residence Life and Housing are permitted to remain in housing during May Term. All other students are expected to check-out of University housing by the Spring semester closing date.
  - c. **SUMMER.** No units are required for Summer Housing provided the Resident will continue as an undergraduate student in the Fall semester or, has prior approval from Student Affairs. The Resident must check-out by the date specified by Student Affairs.
4. **TERM.** The Term of this Agreement is either the full academic year or, if entered into after the beginning of the academic year, the balance of the academic year.
- a. For December graduates, the Term of occupancy will be the Fall semester only.
  - b. **WINTER BREAK.** The Term for these additional housing opportunities will be offered for students who apply, and are approved, for housing for any portion of winter break. Winter break is billed as a complete term.
  - c. **SUMMER HOUSING.** The Term for these additional housing opportunities will be for the approved period of time a student requests housing within the offered dates, billed by week. Therefore, a Summer Housing assignment may be Terminated at any time.
5. **ACADEMIC BREAKS.** The University is not obligated to provide housing services during academic breaks. Breaks between the semesters are defined as beginning the date following the Resident's last final exam or community closing, whichever comes first, and ending the day prior to the first day of classes. The residential communities remain open for Fall Break, Thanksgiving Break, and Spring Break.
- a. Housing assignments must be vacated by the closing of the residential communities by the time established by the University. Should a Resident fail to vacate by the deadline, a penalty fee will be charged to the Resident's student account.
  - b. Any unauthorized re-entry into a residential community may result in the assessment of a penalty fee charged to the Resident's student account and/or a conduct referral for possible disciplinary action.
  - c. Separate housing opportunities through Student Affairs may be available at an additional cost to the Resident and must be arranged in advance by submitting the published application by the deadline.
6. **RATES AND PAYMENT.** The Resident agrees to pay housing fees and all other charges in accordance with the payment schedule established by the University. The University reserves the right to increase rates with reasonable notice.
- a. Should the Resident fail to pay the room and board fees on or before the times designated by the University, the University shall have the right to:

- i. Remove the Resident from University housing;
  - ii. Remove the Resident from specific housing assignment;
  - iii. Refuse meal service;
  - iv. Place a hold on the student's academic and financial accounts;
  - v. Deny registration to the Resident; and/or
  - vi. Refuse to release Resident's academic records.
- b. If there is any hold over by a Resident for any reason beyond the Terms set forth in this Agreement, the University may immediately remove the Resident and/or assess triple the amount of the housing fees accumulated during such hold over.
- c. Residents living in rooms not at full occupancy for their room rate will continue to pay the room's designation provided they maintain the available space and a welcoming atmosphere for a prospective roommate at all times.
  - i. Refusal to accept an assigned roommate, or behavior that compels a prospective roommate not to move-in, will result in the Resident being charged the rate associated with the current room occupancy. A good faith determination by the University regarding what constitutes refusing or dissuading a roommate will be conclusive. The University reserves the right to reassign such Resident to a new room. This may also apply to situations where a Resident's actions compel a roommate to move-out.
- d. Residents in Summer Housing may cancel at any time, and will be responsible for the prorated housing charges for dates of occupancy
- e. **LOA OR WITHDRAWAL.** Residents who discontinue their enrollment with the University will be refunded in accordance with the policies set forth by Student Financial Services. Fees will be dependent on the completion of appropriate paperwork, along with the removal of all personal belongings and the return of all issued keys.

**7. REVOCATION OF AGREEMENT BY UNIVERSITY.** The University may terminate, revoke, or suspend this Agreement for the following reasons:

- a. The Resident's failure to maintain status as a student at the University.
- b. The Resident's breach of any of the terms or conditions of this Agreement including failure to pay required fees or failure to enroll in University courses.
- c. Disciplinary action taken against the Resident for violation of any University regulations as set forth in the Housing License and Meal Plan Agreement, Code of Community Standards, and University Catalog.
- d. A Resident who is found to pose a danger to the health, safety, or welfare of any student, employee, or guest. The University may immediately remove such a student from University housing, including on an interim basis.
- e. In case of any emergency or other unusual circumstances beyond the control of the University that may affect the health or safety of the Resident or University employees.
- f. If, under compulsion of any applicable government order, the University is no longer able to provide student housing.
- g. The University shall provide Resident not less than forty-eight (48) hours' notice in the event of an occurrence described in Section 6. a.or b., and without advance notice for all others.



- b. Academic breaks, including Thanksgiving Break, Winter Break, Spring Break, May Break, and Summer are not included in the meal plan serving days.
- c. The University is entitled to adjust meal hours and service locations as deemed necessary throughout the academic year.
- d. Meal plans may not be transferred to others.
- e. Should the Resident fail to pay the meal plan fee by the designated time, the University shall have the right to:
  - i. Refuse to serve further meals to the Resident;
  - ii. Place a hold on and refuse to release records relating to the Resident's; and/or
  - iii. Deny registration to the Resident.

**12. HOUSING ASSIGNMENT.** The University reserves the right to make all final decisions on housing assignments and the right to refuse assignments.

- a. **GENDER INCLUSIVITY.** Any Resident may live with any other Resident(s), provided each party is in agreement, regardless of sex or gender identity. Students who would like support with finding such an arrangement may contact Student Affairs for assistance.
- b. **VACANCY.** Vacancies may be filled by the University at any time. Requests made by a Resident for a specific roommate/suitemate will be taken into account, when possible, provided the request is received prior to the space being assigned to another student.
- c. **CONSOLIDATION.** The University reserves the right to consolidate Residents as vacancies occur. This may require a Resident to move to a new location or to receive a new roommate(s)/suitemate(s) at any time.
- d. **MOVES.** All room changes must receive prior approval from Student Affairs. Unauthorized housing changes or failure to vacate housing at the time designated by the University may result in loss of housing assignment, a penalty fee charged to the Resident's student account, and/or a referral to the Office of Community Standards for possible disciplinary action. More than one room change in a given academic year may result in a room change fee.
- e. **REQUEST TO CHANGE ASSIGNMENT.** Residents may request a change to their housing assignment for a variety of reasons by contacting Student Affairs. For most room change requests, the Resident will first be expected to participate in intervention measures to remedy the challenge prior to entertaining alternative housing options.
- f. **ROOM CHANGE FREEZE.** There is a room change freeze during the first two and last two weeks of each semester. During this time, Student Affairs will not move students unless it is an emergency or pre-approved move.  
**ADMINISTRATIVE CHANGES IN ASSIGNMENT.** The University reserves the right to make changes to any assignment when considered necessary by Student Affairs.
- g. **ENTRY.** The Resident acknowledges and understands that the Resident is not permitted to use or enter into any areas or spaces assigned to other Residents

without their and/or the University's consent. Nor is the Resident permitted entry to any part of the residential facilities not designed for student use.

**13. CHECK-IN.** Resident will be provided keys to their room by a staff member at their check-in time and may then bring their personal belongings into the room.

- a. FAILURE TO CHECK IN.** An active student who fails to check in to their assigned housing assignment and pick up keys by the final day of adding classes as designated by the Academic Calendar will forfeit their housing assignment and will be assigned to *Generic Housed*. Should the student check in or pick up keys after the final day to add classes, Residence Life and Housing will provide a housing assignment based on current availability.
- b. ACCOUNT HOLDS.** A hold on a Resident's account may be placed for a variety of reasons a Resident may not be permitted to check-in with one or more of these holds on their account.
- c. EARLY ARRIVAL.** A Resident may be granted permission to check-in early either by being a member of an approved early arrival group or for an additional cost to the Resident, arranged in advance by submitting the published application by the deadline for approval by Student Affairs.

**14. ALCOHOL AND OTHER DRUGS.** All State and University regulations pertaining to alcohol and other drugs apply within all residential housing facilities. The University prohibits the manufacture, possession, distribution, sale, and use of illegal drugs on campus. This includes, but is not limited to, marijuana, synthetic or designer drugs, as well as the abuse of prescription medications. Residents who use or abuse alcohol and/or drugs or who harm themselves or others, resulting in even minor medical or emergency services, will have their emergency contact notified with or without permission from the Resident.

- a.** In addition to the Alcohol and Other Drug policy outlined in the Code of Community Standards:
  - i. No student residential space with one or two residents assigned that are 21-years of age or older, may contain more than a total of 144 oz of beer or hard seltzer, 1500 ml of wine, including sparkling wine, or 750 ml of distilled liquor/spirits/hard alcohol (alcohol by volume 20% and above, i.e. 40 proof).
  - ii. No student residential space with three or more residents assigned that are 21-years of age or older, may contain more than a total of 288 oz of beer or hard seltzer, 3000 ml of wine, or 1500 ml of distilled liquor/spirits/hard alcohol (alcohol by volume 20% and above, i.e. 40 proof).
  - iii. Possession of empty alcohol containers (cans, bottles, shot glasses, wine glasses, etc.), are indicative of possession of alcohol, and as such, owners of the empty containers and/or the residents of the room may be subject to being charged with possession/consumption of alcohol under the Community Standards process.
  - iv. Possession or use of devices designated for rapid consumption of alcohol (beer bongs, funnels, vaporizers, etc.) is prohibited.

**15. NON-SMOKING.** All residential facilities are smoke free. Vaporizers, e-cigarettes, etc. are subject to the same prohibitions as smoking.

**16. ALTERATIONS.** Residents are not permitted to paint, repair, remodel, or otherwise modify any room, or common area, without prior permission from Student Affairs. Charges to restore any unauthorized alterations will be billed to the Resident's student account.

- a. Window coverings visible to the exterior are prohibited, including sheets, newspapers, posters, aluminum foil, cardboard, etc.
- b. All decorative items may not hinder or cover emergency equipment including but not limited to smoke detectors, fire extinguishers, and emergency lights.

**17. ANIMALS.** Residents are prohibited from both keeping and hosting visits from animals of any kind. Exceptions exist for Residents with accommodations granted through Academic Success and Accessibility (ASA).

- a. Should a Resident bring an unapproved animal into a University residence, even an animal that likely would have been approved, the Resident(s) involved will have three consequences:
  - i. The Resident will be assessed a \$500 fine for having an unapproved animal in a residential space.
  - ii. The Resident will be in violation of the *Code of Community Standards* and a referral will be made to the Office of Community Standards.
  - iii. The Resident's ESA request may not be approved by the Accommodations committee.

**18. APPLIANCES.** University-owned fixtures or appliances may not be moved into or out of apartments/rooms. University-owned appliances may not be stored by any Resident. Major appliances including, but not limited to, air conditioners, may not be installed. Installation of television or radio antennas and/or satellite dishes is not permitted.

**19. PROHIBITED ITEMS.** Fire safety standards make it necessary to prohibit the use of appliances that use heating elements. Although not an exhaustive list, this includes microwaves, hot plates, air fryers, electric frying pans, coffee pots without automatic shutoff, blenders, and toaster ovens. In addition, residents are not permitted to have candles, halogen lamps, weapons (including replicas), explosives, fireworks, and/or other such dangerous items.

**20. BEHAVIOR.** Resident agrees to abide by all federal, state, and local laws and to comply with the rules, regulations, and published policies of the University. These include, without limitation, the Housing License and Meal Plan Agreement, *Code of Community Standards*,

and University Catalogue. Resident should refer to the appropriate University publication for specific information on rules, regulations, and other published policies.

**21. COMMUNICATION.** Residents are expected to respond to University communications within a timely manner as specified. University deadlines will not be waived when it is determined that a Resident neglected such communications. E-mail is considered the official form of communication by the University.

**22. FURNITURE AND FURNISHINGS.** Care for furniture and furnishings provided by the University is the responsibility of the Resident. All items provided by the University must remain in the assigned living area at all times and may not be removed, including outside. The University is not responsible for removing and storing unwanted furniture or furnishings. Loss or damage to such items will result in a charge to the Resident for repair or replacement.

- a. Exceptions exist for Residents with accommodations granted through Academic Success and Accessibility (ASA).
- b. Furniture and furnishings in common and public areas may not be taken into a Resident's room. This includes all furniture, appliances, decorations, artwork, etc., which are intended for use by all community members. If public furniture is discovered in a Resident's, they must immediately return the item to its proper location, a per item penalty fee will be charged to the Resident's student account, and they will be referred to the Office of Community Standards for possible disciplinary action.

**23. GUESTS.** The University believes hosting guests, including overnight, is a Resident privilege, not a right. The University reserves the right to rescind guest privileges across campus or on an individual basis, including in response to community safety concerns or emergencies. Most importantly, a Resident's ability to host a guest is a courtesy extended by their roommate(s)/suite(s). The consent of a Resident's roommate(s)/suite(s) is the foundation of this guest policy. Residents are expected to communicate with each other to create an arrangement for guests within a shared space. The Roommate Agreement may be used as the foundation for the arrangement. Should a Resident display a lack of consideration for others and/or abuses the guest policy, Student Affairs should be notified.

- a. Guests are permitted for a period no longer than three (3) separate or consecutive nights per month. That is to say, there is no co-habitation permitted.
- b. Guests must be escorted at all times while visiting the community member.
- c. The University reserves the right to remove a guest from the residential community or the campus at any time. Repeated offenses may lead to a Resident's guest privileges being revoked and referral to the Office of Community Standards.
- d. Residents are financially responsible for the actions and conduct of their guests. To that extent, it is required that not only the Resident, but also their guests act in



accordance with the policies and procedures of the University. The University reserves the right to charge to the Resident, any and all charges incurred as a result of their guest's conduct.

**24. KEYS AND LOCKS.** The Resident agrees not to duplicate any University issues keys.

- a. Residents are prohibited from giving ANY key issued to them to another person.
- b. Residents are required to immediately inform Public Safety or Facilities Management and Student Affairs about missing keys or any problems with locking mechanisms.
- c. If any key is missing, lost, or otherwise not surrendered when expected, the Resident will pay the cost to recore the lock(s) and replace the affected key(s) billed to their student account.
- d. Residents are not permitted to install deadbolts or other types of locks on any doors (including suite, closet, bedroom, bathroom, apartment).
- e. **LOCK-OUT.** Residents who lock themselves out of their community and/or room and require assistance from any University employee in regaining access (including Resident Assistants and Public Safety) will be documented and subsequently charged for the lockout. The Resident has the opportunity to pay a discounted fee in cash directly to Student Affairs with 3 business days of the lockout or the full fee will be applied to their student account.

**25. KITCHEN AND LAUNDRY.** Each residential community has a kitchen and access to a laundry facility for shared use amongst residents. Resident is expected to return these spaces to their original condition, or better, after their use.

**26. MAINTENANCE AND REPAIRS.** The Resident agrees to keep, and be financially responsible for, clean and free from damage, the room/apartment, its furnishings, windows, and doors, community spaces, etc. The University is responsible for the maintenance and repairs of the housing facilities, including plumbing, repairs to walls, and all community appliances.

- a. **DAMAGE AND CLEANING.** The Resident acknowledges, understands, and agrees with their responsibility for any damage to or necessary cleaning to the property beyond normal wear and tear. The Resident further acknowledges, understands, and agrees that the University reserves the right to assess the Resident for damage to the Resident's apartment/room and for the Resident's portion of the prorated expenses of repair or replacement of the property in the common areas of the apartment, wing, floor, suite, building, or hall where the Resident resides including for any damage resulting from the use of nails, tape, stickers, contact paper, and other adhesives. Any damage must be reported immediately to Facilities Management.
- b. **COLLECTIVE DAMAGE.** The Resident further agrees to be collectively responsible for damage to common areas, which may include within the apartment, wing, floor, suite, building, and/or hall, where the Resident resides.

For damage to property in common areas, if the responsible person(s) cannot be determined, the total charge will be divided among the applicable group of residents (i.e. wing, floor, apartment, all residents, etc.) as determined by Student Affairs. All collective charges are placed on the student account, with the minimum cumulative charge assessed beginning at \$5.

**27. PARKING AND VEHICLES.** The Resident must in compliance with all University, local, state, and federal regulations regarding the operation, registration, and parking of a vehicle on University property.

**28. QUIET HOURS.** Resident agrees to conduct themselves in a manner that allows for quiet enjoyment of the residence by other residents and in accordance with established quiet hours. Unless otherwise posted, quiet hours are 11 PM to 7 AM from Sunday through Thursday and 1 AM to 8 AM on Fridays and Saturdays.

- a. Residents responsible for excessive noise will be subject to disciplinary action. Generally, excessive noise is defined as noise able to be heard clearly outside of the Resident's closed door.
- b. **COURTESY QUIET HOURS.** Residents may be asked to lower their noise volume by others at any time, should they conflict with the enjoyment of the residence expressed above.
- c. **24-HOUR QUIET HOURS.** Extended quiet hours take place in preparation of and through finals. They begin with quiet hours the last day of classes and end when the communities close for the semester.

**29. ROOM INSPECTION, ENTRY AND SEARCH.** University personnel may enter and inspect a room, apartment, wing, floor, suite, building or hall at any time for purposes related to confirming occupancy and room condition, maintenance, security, health and safety, as well as the enforcement of University regulations with or without prior notice to the Resident. Resident hereby consents to entry, inspection, and/or search of residence by University's authorized personnel.

**30. SAFETY AND SECURITY.** Safety and security are a top priority for the University and all residence hall exterior doors are locked at all times.

- a. Resident will not prop doors open and/or invite guests, or strangers, into the community for which they will not escort and take responsibility to host.
- b. Resident agrees not to tamper with fire or other safety equipment located in University buildings or premises. Residents found responsible for tampering with fire equipment, failing to evacuate when the alarm sounds, inappropriately using emergency doors and/or emergency equipment, or having caused the Fire

Department to come to the scene will have a penalty fee charged to the Resident's student account and/or a conduct referral for possible disciplinary action.

- c. All Residents are required to notify the University immediately regarding safety issues, including those resulting from intent, neglect, or recklessness.
- d. **CAMERAS.** The installation of ANY cameras by non-University personnel is prohibited due to privacy issues. The residential facility is the property of the University, and it may not be surveilled at any time.
  - i. Exceptions for cameras have been made at the discretion of Public Safety, including at some approved organizational houses.
- e. **PHONES.** All halls are equipped with entrance phones in order to provide a means for calling campus extensions or to place an emergency call to Public Safety at x8888 or to dial 911. These phones are not capable of dialing off campus or receiving a call.
  - i. **BLUE-LIGHT PHONES.** In addition to entrance phones at most residence halls, there are also blue-light phones placed strategically around campus to offer additional emergency telephone coverage.

### **31. USE OF SPACE.**

- a. Exterior entryways, decks, patios, and garages must be kept neat and clean. These areas cannot be used for storage and must be kept clear of indoor furniture, boxes, bins, and trash (e.g., personal belongings or University furniture and furnishings).
- b. The hanging of clotheslines, swimsuits, towels, rugs, plants, signs, banners, flags, etc. on or outside of rooms/apartments (for example in windows or on a porch or balcony) is prohibited.
- c. Resident shall not use University housing for any commercial purpose.
- d. Soliciting on the University premises is prohibited without prior permission from Student Affairs or designee.
- e. No room or residential space may be used for commercial purposes or sublet, including that a Resident will not possess and/or operate any vending, game, or washing machines.

**32. MOVE-OUT.** The Resident understands and agrees that living areas are not considered vacant until completion of the official check-out process. Resident also agrees to abide by all university checkout dates.

- a. Official check-out occurs when:
  - i. All personal property has been removed;
  - ii. All University issues keys have been returned Residence Life and Housing Staff, Student Affairs, or Public Safety;

- iii. The assigned living area has been cleaned, returned to the same state of cleanliness, with the exception of normal wear and tear, at the time of check-in, and free from litter and debris.
- b. Damage, cleaning, and replacement charges may be assessed after check-out upon assessment by a University administrator.
- c. **LATE DEPARTURE.** A Resident may be granted permission to move-out late for an additional cost to the Resident, arranged in advance by submitting the published application by the deadline for approval by Student Affairs.
- d. **LOA/WITHDRAWAL.** In the event a Resident takes, or is placed on, a Leave of Absence (LOA) withdraws, or is withdrawn, from the University while still occupying University housing with personal belongings, the Resident has up to five days to remove all personal belongings and return all issued keys. Room and meal plan will continue to be charged until all personal items have been removed and keys returned. At the end of those five days, any personal items that remain may be considered surrendered to the University and may be disposed of and/or donated, with associated costs charged to the student account.

**33. INDEMNIFICATION.** If the Resident violates any of the terms of this Agreement, then the Resident agrees, to the greatest extent permitted under the law, to hold University completely harmless and indemnify the University against any and all losses occurred, including, but not limited to attorney's fees and costs as a result of such violation of this Agreement.

**34. WAIVER/MODIFICATION.** The failure of the University to exercise any right or remedy available 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 continuing waiver by the University of any such rights or remedies. None of the Resident's duties or obligations under this Agreement may be waived, altered, or modified except by an express, written instrument executed by the University.

**35. POLICIES REGARDING DISCRIMINATION.** The University will implement the policies set forth in the University Catalog and other appropriate University publications regarding discrimination with regard to all University housing issues.

**36. DISPUTE RESOLUTION PROCEDURES: MEDIATION AND ARBITRATION.**

Consistent with our character as an institution of higher education that lives and learns in community and where we care for one another with mutual respect, the University extends this distinctive to those times when we may not agree with one another – including in our legal relationships. For this reason, we have adopted a layered approach to resolving potential disputes, starting with informal internal engagement before moving to mediation and to arbitration. Our goal is to reach a resolution of any differences as early as possible in this process.

If Resident or the University feels that our attempts to resolve our differences are not enough, and feels the need to pursue a formal claim, these claims will be addressed by following the legal “Procedures” described below.

- a. **CLAIMS SUBJECT TO THESE PROCEDURES.** Claims subject to these Procedures, include any dispute, controversy or claim between Resident and University, or any of its current or former affiliates, officers, trustees, directors, schools, divisions, administrators, faculty, agents, and employees, arising out of, or relating to this Agreement or Resident’s housing (Collectively “Claims”). The term “Claim” shall include, but not be limited to, those based on civil rights laws, statutes, torts and contracts.

If not first resolved through informal discussion, Claims will be next addressed through mediation; if this is unsuccessful, these Claims will be resolved by, final and binding arbitration pursuant to the Federal Arbitration Act (FAA), 9 U.S.C. Section 1 *et seq.*, or the California Code of Civil Procedure Section 1281 *et seq.* (“Section 1281”), as set forth below.

Arbitration shall be the exclusive method for resolving any Claim, including whether a particular issue is arbitrable. **By agreeing to resolve Claims through these Procedures, the University and Student waive their rights to have them heard by a court or jury.**

It is the intent of the parties that any Claim subject to arbitration will be arbitrated on an individual basis, and, unless prohibited by applicable law, the parties mutually waive their right to bring, maintain, participate in, or receive money from, any class, collective, or representative proceeding. Further, no dispute between Resident and University may be brought in arbitration on behalf of other Residents as a class or collective action or other representative proceeding. The arbitrator may not preside over any form of a class, collective, or representative proceeding.

With the written consent of all parties, the arbitrator may consolidate claims filed by multiple individual Residents, each on the Resident’s own behalf, in a single arbitration proceeding, so long as the arbitrator does not certify (conditionally or otherwise) a collective, class, or representative action that includes individuals who have not themselves already submitted their own individual claims.

The enforcement of the provisions of the Arbitration Procedure, below, including those that waive the ability to proceed on a class, collective or representative basis, shall be interpreted and applied by a court of competent jurisdiction, and not by an arbitrator. In the event the foregoing waiver to proceed in arbitration on a class, collective, or representative basis is found to be unenforceable or contrary

to law, then any claim brought on such a basis must proceed in a court of competent jurisdiction, and the court, not an arbitrator, shall be the exclusive forum for any class, collective, or representative claim.

- b. CLAIMS NOT SUBJECT TO THESE PROCEDURES.** Any claims subject to the procedures established by California Code of Civil Procedure Section 1094.5 et seq. are not Claims subject to these Procedures, but are subject to the procedures contained in Section 1094.5 et seq. Notwithstanding this, Claims brought or that could have been brought under UNIVERSITY's Title IX procedures are subject to these Procedures but, if brought and pursued under the Title IX procedures, need not be brought under these Procedures until the conclusion of the Title IX procedures.

Moreover, University cannot and does not require a student loan borrower to participate in arbitration or any internal dispute resolution process offered by UNIVERSITY prior to filing a borrower defense to repayment application with the U.S. Department of Education pursuant to 34 CFR 685.206(e); UNIVERSITY cannot and does not, in any way, require students to limit, relinquish, or waive their ability to pursue filing a borrower defense claim, pursuant to 34 CFR 685.206(e) at any time; and any arbitration, required by a pre-dispute arbitration agreement, tolls the limitations period for filing a borrower defense to repayment application pursuant to 34 CFR 685.206(e)(6)(ii). A student shall not be required to arbitrate any claim which, as a matter of law, the student may not be required to arbitrate.

- i. **MEDIATION.** In the event of a Claim by UNIVERSITY against Resident or a Claim by Resident against UNIVERSITY subject to these Procedures, the parties voluntarily agree that they shall attempt to resolve the Claim through mediation. The party asserting the existence of the dispute shall, prior to arbitration, initiate the mediation process in a timely fashion. Although mediation is encouraged, the failure to participate shall not constitute the waiver of a Claim, or the ability to submit a Claim to Arbitration.
- ii. **ARBITRATION.** All Claims subject to these Procedures, whether brought by Resident against UNIVERSITY or by UNIVERSITY against Resident, which have not been resolved through mediation, shall be submitted to final and binding arbitration by a single arbitrator pursuant to the JAMS Streamlined Arbitration Rules & Procedures ("JAMS Rules"), which may be found at <https://www.jamsadr.com/rules-streamlined-arbitration/>. The Claim must be commenced within the applicable statute of limitations and in the manner specified in the JAMS Rules. The JAMS Arbitrator shall have the authority to award all remedies available from a

court of competent jurisdiction, including injunctive relief. However, either party may seek provisional remedies, including, without limitation, injunctive relief, in a court of competent jurisdiction, as provided in California Code of Civil Procedure Section 1281.8, or FAA, 9 U.S.C. Section 2. Seeking such provisional remedies shall not be deemed a waiver of such party's right to compel arbitration.

The JAMS Arbitrator shall be selected pursuant to the JAMS Rules, which shall also govern that arbitration proceedings. Discovery shall be administered pursuant to the JAMS Rules and the Award shall be issued in accordance with the JAMS Rules. The Award shall include factual findings and the reasons upon which the Award is based. The Arbitrator shall be permitted to award only those remedies in law or equity (including injunctive relief) that are requested by the parties and allowed by law. The decision of the Arbitrator shall be final and binding on all parties to this Agreement and judgment thereon may be entered in any court of competent jurisdiction. A petition to confirm, modify or vacate an Award shall be subject to the procedures and standards of the FAA or Section 1281.

UNIVERSITY shall pay for the fees of the mediator and the fees of JAMS and the Arbitrator. To the extent permitted under applicable law, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees (including expert witness fees) incurred in connection with the arbitration, as part of the Award. Otherwise, each party shall bear its own attorneys' fees and costs.

**37. ENTIRE AGREEMENT.** This Agreement represents the entire, final, complete, and exclusive understanding between the Resident and the University with respect to the provision of housing services to the Resident and supersedes all prior understandings, whether oral or written, with respect to the subject matter.

***The parties hereto agree that this Agreement has been entered into and is to be performed and interpreted in accordance with the laws of the State of California.***

Rev 01/12/24