

**Otis College of Art and Design
Student Housing Agreement
Academic Year 2023-2024
Fall and Spring Semesters**

This Student Housing Agreement (“Agreement”) is entered into by and between the student whose name appears on this Agreement (and such person’s parent or guardian, if the student is under 18 years of age) (collectively, the “Student”) and Otis College of Art and Design, a California nonprofit public benefit corporation (the “College”), who agree as follows:

1. USE OF SPACE

1.1 Room. This Agreement grants to the Student permission to use an assigned residential living space (a “Room”) in the College’s Residence Hall or at Park West Apartment (the “Apartment”). Such Agreement is personal to the Student, and therefore the Student is prohibited from transferring or assigning Student’s Room, or any other right and interest in this Agreement, to any other person.

1.2 Use. The primary purpose of the Room is to function as a living space, conducive for all students to live, sleep and study, and the Student shall use the Residence Hall and/or Apartment and occupy their Room only for such purposes, and not for any commercial purpose.

2. RULES AND POLICIES

2.1 Applicable Rules and Policies. The Student agrees to comply with all rules and policies of the College relating to Student’s conduct and Student’s use and occupancy of the Room and common areas as such Rules and Policies may be revised from time to time. Those policies are contained in several different documents, including, but not limited to the Hoot and the Hallway Handbook. The documents are available on the College website at <http://www.otis.edu/>.

2.2 Scope and Enforcement of Rules. All of the College’s Rules and Policies described in Section 2.1 above are incorporated herein by this reference. If any inconsistency exists between such Rules and Policies and this Agreement, the provisions in this Agreement shall prevail. Any changes and additions to such Rules and Policies shall become effective and binding on the Student as of the date they are emailed to the Student’s Otis College email account, posted in the Residence Hall/Apartment, or are otherwise officially announced by the College. The Student’s violation of such Rules and Policies shall be considered a breach of the Agreement and may result in the termination of this Agreement and/or loss of housing privileges.

3. TERM OF AGREEMENT; DATES OF OCCUPANCY

3.1 Term. Unless terminated as provided below, this Agreement is for **one full academic year, both Fall and Spring semesters (“the Term”)**. If the Student is graduating at the conclusion of the Fall semester, participating in a College approved Travel Study program, or for an additional office approved reason given to the student in writing, it is for one semester (the “Term.”).

3.2 Term Begins. The Term begins at 9:00 a.m. on August 21, 2023 or such other dates as the College may designate.

3.3 Term Ends. The Term ends at 5:00 p.m. on May 8, 2024 or such other dates as the College may designate.¹ The forgoing notwithstanding, the College reserves the right to require the Student to vacate the Room within 24 hours or less after completing the Student's last final examination of a semester. Graduating seniors should contact Residence Life and Housing if they need an extension of the Term due to commencement.

3.4 Winter Break.

3.4.1 Residence Hall: The Residence Hall closes for Winter Break at 5:00 p.m. on December 17, 2023 and reopens at 1:00 p.m. on January 10, 2024. The Student shall not remain in the Room or Residence Hall at any time during Winter Break or return prior to the official reopening of the Residence Hall, without prior permission from the College. Students shall plan to take all necessities with them over the break, as they will not have any access to their room or the building over the winter break. Students needing housing over the winter break can submit a request to stay. Campus will be shut down during the winter break, so there will be limited staffing, no access to dining or mail services, and limited use of labs/shops. More information regarding winter break housing will be sent to students during the Fall 2023 semester.

3.4.2 Park West: The Park West Apartments does not close for Winter Break. Students are allowed to remain in their Room throughout the Winter Break, but must notify Residence Life and Housing if they plan to occupy their space over the break. Campus will be shut down during the Winter Break, so there will be limited staffing, no access to dining, and limited use of labs/shops.

3.5 Additional Provisions Regarding Terms of Agreement and Occupancy.

3.5.1 The Term cannot be changed from the above dates unless approved in writing by the College. If the Student obtains the College's proper authorization for an early move-in date, a late move-out date, or to use a Room during Winter Break, all of the provisions of this Agreement shall apply during those time periods as well.

3.5.2 If, the College authorizes the Student to use a Room at any time outside of the Term (e.g., before the scheduled move-in date, after the scheduled move-out date, after the closure of the Residence Hall for the Winter break or after a the Student's eligibility has ceased), the Student will be charged an occupancy fee, as determined by the College, for each day or portion thereof.

4. MEAL PLAN

¹ For Fall Semester graduates or students participating in a College approved Travel Study program during the spring semester, the Term will end at 5:00 p.m. on the date the Residence Hall closes for Winter break. Students must notify Residence Life and Housing prior to move-in if either of these reasons are applicable. See Section 3.4.1, above.

4.1.1 **Residence Hall:** All students living in the Residence Hall must participate in a College meal plan. **Foundation students must have at least a 14-meal plan.** Continuing students must have at least a 10-meal plan.

4.1.2 **Park West:** Foundation students living at Park West are required to have at least a 10-meal plan through the College. All non-foundation students have the ability to opt into a meal plan.

4.1.3 Meal plan pricing is listed on Exhibit “A” attached hereto. Meal plans are not refundable, transferable, and may not be shared. No credit or refund is allowed for meals not eaten by the Student. Students who wish to upgrade their meal plan may do so during the first two weeks of the semester, but not later than that. **There are no meals served over Spring Break.** More information about food service availability, dining options, and meal plans can be found on the College website: Otis.cafefonappetit.com. The College reserves the right to change food service options, locations, and serving times.

5. ROOM AND BOARD CHARGES, FEES AND ASSESSMENTS.

5.1 Room and Board Charges. All Room and Board charges and payment deadlines for the 2023-2024 academic year are listed on Exhibit “A” attached hereto. The Student shall pay such charges, and other payments due under or as a consequence of this Agreement (including, without limitation, all applicable fees and any damages assessed, and meal plan charges) by the due date, or the College may restrict dining hall access, withhold degrees, grades transcripts, and registration, and/or terminate this Agreement and hold the Student responsible for all costs incurred by the College resulting from the Student’s breach of this Agreement. Charges are due without demand through the Student’s dashboard account. Questions regarding the Student’s account can be directed to the College’s One Stop at onestop@otis.edu or 310.665.6999.

5.2 Application Fee. In connection with the Application for Housing, new and returning Students are required to pay a non-refundable Application Fee in the amount of \$150 for their first time living in housing. Returning residents are required to pay a non-refundable Application Fee in the amount of \$50.

5.3 Room and Common Area Damage Assessments. The Student shall pay for all loss and damage, ordinary wear and tear excepted, that the College determines the Student and his or her guests caused to the Room, Residence Hall/Apartment, and common areas of the Residence Hall/Apartment, including floors, walls (including usage of tacks, nails and tape), windows, ceilings, appliances, fixtures, furniture and furnishings, plumbing, electrical wiring or other College property in the Residence Hall/Apartment. If, after reasonable investigation, the College cannot determine which student caused such loss or damage to the Room, Residence Hall/Apartment or common areas of the Residence Hall/Apartment, the Student shall pay to the College the labor and material costs of such repair and cleaning, prorated as deemed appropriate by the College in its sole discretion among, if a Room or Quad, each student occupying the Room or Quad, or if a common area, each user of that common area. The Student shall be jointly and severally liable, with all other occupants of the Residence Hall/Apartment, for all damages to the Room, Quad and the common areas of the Residence Hall/Apartment. Any

charges incurred by the Student will be added to the Student's Account and are due in accordance with 5.1.

5.4 Affiliated Off Campus Housing Damage Deposit. A Damage Deposit in the amount of \$300, if not already on deposit, must be remitted with this Agreement. The purpose of the Damage Deposit is to cover losses the College may incur as a result of the Student's failure to comply with the terms of this Agreement, including but not limited to the Student's failure to pay any Room Charges and other obligations under Section 5.1, and to reimburse losses the College may incur for repairing damages described below. If the College applies any of the Damage Deposit for such purposes, the Student shall immediately replenish the Damage Deposit (unless the Term has ended and the Student does not intend to occupy a Room or Apartment in the subsequent academic year). The College may co-mingle the Damage Deposit with other funds held by the College, and the College has no obligation to pay any interest on the Damage Deposit. The College will return the Damage Deposit to the Student as soon as practicable following termination of the Agreement, but only if at such time (1) the Student's Room and Apartment (including furniture and furnishings) are found in the same condition as when the Student first took possession, ordinary wear and tear excepted, and (2) the Student has settled in full all accounts and debts owing to the College including, but not limited to, all charges, costs, assessments, fees and fines, and any amounts described in Section 5.1 above. If not so paid by the Student, the College shall have the right to deduct all such amounts from the Damage Deposit and, if the Damage Deposit is inadequate to cover such damages and nonpayment, to recover from the Student all sums required to repair such damages and pay such accounts in full. Notwithstanding anything in this Section 5.4 to the contrary, if the Student intends to occupy a Room or Apartment for any portion of the academic year following the end of the Term, the Student hereby authorizes the College to apply the Damage Deposit to the deposit required by the Student Housing Agreement for such subsequent year; provided, however, if (1) the new Student Housing Agreement requires a larger deposit than set forth herein or (2) the College has applied any portion of the Damage Deposit to remedy the conditions described above, the Student shall promptly remit sufficient funds to fully fund the deposit required by the new Student Housing Agreement.

6. ROOM ASSIGNMENTS

6.1 Assignments and Reassignments. This Agreement entitles the Student to occupy space in a Residence Hall/Apartment, not a specific Room. The Student understands and agrees that the College has the right at any time to make all room assignments and reassignments as the College, in its sole and absolute discretion, may deem in the best interest of the College. The College also reserves the right to make temporary assignments and accommodations as well.

6.2 Roommates. The College assigns roommates based on various factors, including information provided by the Student and roommate requests. The College reserves the right to reassign the Student and/or the Student's roommate to different rooms and Residence Hall/Apartment at any time if student occupancy numbers change or for any other reason deemed appropriate by the College in its sole and absolute discretion.

6.3 Open Spaces. Students who do not have an assigned roommate are required to keep the open space cleared and ready for a roommate at any time. There may be circumstances where

there is little to no warning given as to when a roommate will move in. Students who do not keep this open space cleared and ready for a roommate may be disciplined under the Student Code of Conduct and may be subject to a fine.

6.4 Use of Other Rooms and Areas. The Student is not permitted to use or enter into any rooms assigned to other students without such other students' consent and/or the consent of the Residence Life and Housing. Further, the Student is never allowed to enter or use any part of the Residence Hall/Apartment not designated for Student use.

7. CANCELLATION OF AGREEMENT BEFORE TERM BEGINS

If written notice of cancellation is received by the Residence Life and Housing Office prior to the beginning of the Term of this Agreement, the Agreement will be canceled, subject to Refund Schedule attached hereto as Exhibit B. The termination shall be effective upon receipt of the written notice by the Residence Life and Housing Office.

8. TERMINATION OF AGREEMENT BY STUDENT AFTER TERM BEGINS

8.1 Grounds for Termination. After the Term of the Agreement begins, the Student may apply in writing to the Residence Life and Housing Office to request approval for a termination and refund (listed in Exhibit B) of this Agreement under the following circumstances:

8.1.1 Withdrawal from the College for medical reasons. (Presentation of appropriate documentation from a licensed health care or mental health professional is required.);

8.1.2 Marriage or Registered Domestic Partnership. (Presentation of proof of marriage or registered domestic partnership is required.);

8.1.3 Completion of graduation requirements during the term of the Agreement;

8.1.4 Unforeseen and compelling circumstances that, in the judgment of the Director of Residence Life and Housing and the Dean of Student Affairs, entitles the Student to special consideration.

8.2 Consequence of Termination. If the College approves the Student's request to terminate this Agreement, then the following shall apply: (1) the Student shall vacate the Room and the Residence Hall/Apartment within 72 hours of the College's notification to the Student of the College's approval of termination request or such other time period agreed upon in writing between the Student and the College; (2) the College will assess the Student those damage charges described in Section 5.3 above (if any), and post such charges to the Student's Account and (3) the College will retain all pre-paid Room and Board charges as liquidated damages; provided, however, if the Student requests termination of this Agreement during the first four weeks of the Term, the College will refund any pre-paid Room charges (but not meal plans) under the terms of the Refund Schedule for the period following the date the College approves the termination request and the Student vacates the Room, as long as the Student has completed the established check-out procedure and the Student has settled in full all accounts and debts owing to the College. The College's approval of a request for termination of this Agreement is not automatic. Termination of this Agreement is effective only upon the College's approval in

writing of the Student's request for termination. The College retains the sole and complete discretion to approve or deny a request for termination of this Agreement.

8.3 Failure of College to Approve Termination Request. If the College receives the Student's termination request but does not approve such request, this Agreement will not be terminated and the Student will continue to be responsible for all charges due under this Agreement for the entire Term. The Student's non-enrollment or withdrawal from classes does not automatically cancel this Agreement and charges associated with this agreement.

8.4 Cancellation of Housing Agreement. Students who are not satisfied with their housing experience should express concerns to Residence Life and Housing staff. If the Student's request to cancel this Agreement does not meet the standards listed under 8.1, the Student may complete a housing cancellation request form indicating the Student's reasons for needing to break this Agreement. Submitting the housing cancellation request form does not guarantee a release from Room and Board obligations, and the College's agreement to cancel this Agreement does not guarantee a housing refund. All housing cancellation requests are reviewed by the Director of Residence Life and Housing and/or the Dean of Student Affairs, who will make a final decision.

9. TERMINATION BY COLLEGE.

9.1 Grounds for Termination by College. The College shall have the right at its option (and in addition to other available remedies) to terminate this Agreement and revoke the Student's right to occupy their Room at any time after written notice to the Student (the "Notice of Termination"), and/or to terminate or to suspend any of the rights and privileges of the Student under this Agreement, for any of the following reasons:

9.2 Monetary Breach. A failure of the Student to pay money due under or as a consequence of this Agreement, unless such payment is made within three days after the College's delivery of the Notice of Termination;

9.3 Non-Monetary Breach. A violation by the Student of any of the other terms and conditions of this Agreement, including the Rules and Policies incorporated by reference in Section 2, above, unless such violation is, in the College's sole judgment, curable and the Student does cure such violation to the College's satisfaction within the period of time specified in the Notice of Termination;

9.4 Health, Safety, General Welfare or Emergency. If the College finds, in its sole discretion, that such action is appropriate for reasons of health, safety, general welfare of its students or an emergency (unless such matter is, in the College's sole judgment, curable and the Student cures such matter to the College's satisfaction within the period of time specified in the Notice of Termination). Since this is a group living situation in which students are assigned Rooms as well as roommates, the Student agrees to respect the rights of other students and to behave in a manner conducive to a harmonious living environment as determined by the College. The College may therefore terminate this Agreement for general welfare purposes if the Student demonstrates an ongoing inability to abide by the requirements for such group living;

9.5 Policy Violation. The Student agrees to abide by all rules and policies of the College as listed above in 2.1. The Student acknowledges that a single violation of any policy may result in

immediate termination of this Agreement, which would require the Student to move out of their Room, and/or any other sanctions deemed appropriate.

9.6 Loss of Student Status. The termination of the status of the Student as a currently enrolled full-time student at the College for any reason, whether voluntary or involuntary, shall result in the automatic termination of this Agreement; provided, however, if the Student takes a reduced course load and promptly notify the Director of Residence Life and Housing, the College may allow the Student to remain in housing on a case-by-case basis, in which case this Agreement will remain in effect.

9.7 Consequence of Termination by College. If the Student fails to timely remedy the breach or violation described in the Notice of Termination, or if the Notice of Termination provides that the Student's breach or violation is non-curable, the following shall apply: (1) the Student shall vacate the Room and the Residence Hall at the time set by the College; (2) the College shall be entitled to retain (or obtain from the Student if paid in installments) the Student's Room charges; and (3) the College will assess the Student those damage charges applicable under this Agreement (if any), and post such charges to the Student Account. The Student hereby agrees that the liquidated damages fee noted above covers a portion of the College's costs resulting from the Student's failure to fulfill the terms of this Agreement, and that such fee is reasonable and accepted as liquidated damages caused by such circumstances because it is impractical and difficult to determine the exact amount of damage resulting from the Student's breach or violation.

9.8 Release The Student understands that by residing in a Residence Hall/Apartment, the Student is assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including the novel coronavirus. The Student therefore agrees to release the College, its agents, and employees from any and all damages, liability, claims, expenses, or loss (collectively, "Claims") resulting from or arising out of the Student's occupancy of a Room, including those related to the potential exposure to contagious viruses like the coronavirus.

9.9 Suspension or Termination by the College Due to a Pandemic

9.9.1 The College may temporarily suspend or terminate this Agreement at any time if (i) the College concludes in its sole and absolute discretion that, for health and safety reasons, such action is in the best interest of the College or its student body and (b) such action is due to the existence or risk of infection caused by the novel coronavirus, COVID-19, or any other virus, epidemic, pandemic or emergency that may affect the health or safety of the College's students, even if the Student is virus-free. The College may also temporarily suspend or terminate this Agreement even if the Student previously contracted the virus, since the extent of immunity and the risk of reinfection are unknown.

9.9.2 The College may also temporarily suspend or terminate this Agreement at any time if an order, directive, ordinance or law issued by a local municipality, the State of California or the Federal government, or an order issued by a court of competent jurisdiction, requires the College to cease providing student housing for a definite or indefinite period of time.

9.9.3 If the College terminates this Agreement, the College's Notice of Termination shall provide the Student not less than three business days' written notice of the termination date of this Agreement. If Student fails to timely vacate the Student's Room, the College may also impose applicable fees in accordance with the terms of this Agreement.

9.9.4 If the College terminates this Agreement under this Section 6.8, the College shall refund all unused Room and Board charges to the Student within 60 days after the date this Agreement terminates. If a student is unable to move out when this Agreement ends, the refund will be processed when the student is able to move their items out of the space within a reasonable amount of time. The amount of unused Room and Board charges shall be calculated as a fraction of the total Room and Board charges for the semester, the denominator of which is the total number of Boarding Days (defined below) in the applicable semester, and the numerator of which is the number of Boarding Days between the day after this Agreement terminates and continuing through the end of the semester. For example, if (i) there are 120 Boarding Days in a semester and (ii) the College terminates this Agreement on the 30th Boarding Day, then (iii) the College shall refund 75% of the Room and Board charges to the Student ($90 \text{ remaining days} \div 120 \text{ total days} = 75\%$). If the College terminates this Agreement before any semester commences, the College shall refund 100% of the Room and Board charges for such semester to the Student.

9.9.5 The phrase "Boarding Days" means the time period commencing on the date noted in Section 3.2 above and ending on the date noted in Section 3.3 above.

9.9.6 If the College decides to temporarily suspend this Agreement, then this Agreement shall remain in effect, subject to the following terms: (i) all references in this Section 6.8 to "termination" shall instead mean "suspension"; (ii) the College shall refund all unused Room and Board charges to the Student for only the time period covered by the suspension; and (iii) the Student may reoccupy his or her Room after the suspension ends.

9.9.7 The College reserves the right to (i) temporarily suspend this Agreement on one or more occasions, (ii) terminate this Agreement during or after a period of suspension and (iii) terminate this Agreement without any prior suspensions.

9.9.8 If the College suspends or terminates this Agreement under this Section 6.8, the College shall not owe an interest on the refunded Room and Board charges, nor shall the College have any obligation to refund any other fees, including but not limited to application fees, early arrival or occupancy fees, late fees, or room change fees. After the Student moves out and the College inspects the Room, the College may also require the Student to pay applicable repair and/or replacement fees, in accordance with the terms of this Agreement.

9.9.9 If any inconsistencies exist between the provisions in this Section 6.8 and any other term or provision in this Agreement, the provisions in this Section 6.8 shall control.

10. DESTRUCTION OR OTHER UNAVAILABILITY

If (i) portions of the Residence Hall/Apartment (other than the Room) are destroyed or become unavailable as the result of a casualty (e.g., fire, earthquake, natural disaster) or condemnation, or (ii) any portion of the Residence Hall/Apartment (including the Room) becomes unavailable

for use as a result of other conditions not reasonably foreseen or outside of the College's control (including but not limited to the need for the College to comply with state or federal law and interruptions of basic services), the College shall have the right and option to revoke this Agreement and/or terminate this Agreement on not less than three days' notice to the Student. If the Room is destroyed or becomes unavailable for use as the result of a casualty (e.g., fire, earthquake, natural disaster) or condemnation, this Agreement shall automatically terminate on the occurrence of such event. If any of these events occur, the Student will be entitled to a pro rata refund of any Room charges applicable to periods after the Student is required to move out of their Room, as the Student's exclusive remedy.

11. INDEMNIFICATION

The Student shall indemnify, defend and hold harmless the College and its officers, agents and employees from any and all liability, claims, loss, damages and expenses (collectively "Loss"), including attorney's fees and costs, arising by reason of any injury, loss or damage to person or property from any cause whatsoever, arising out of the Student's or Student's Guest's use or occupancy of the Room and/or Residence Hall/Apartment or breach of this Agreement, including without limitation the active or passive negligence of the College or its officers or employees, except to the extent such Loss arises out of the sole gross negligence or intentional misconduct of the College or its officers or employees.

12. COVID-19 STUDENT GUIDELINES

12.1.1 Comply with all Otis College of Art & Design COVID-19 health and safety protocols and procedures. Complying with all training and policies is a part of the resident's responsibility to protect themselves, and by doing so, protect others in the community during the pandemic. Failure to comply with the training and policies may be treated as a violation of the College's Student Conduct Code and result in disciplinary action, up to and including dismissal from the College.

12.1.2 Following Otis College reporting guidelines if I am diagnosed with COVID-19: Any Resident on-campus or engaged in in-person Otis College programs/activities who has tested positive for COVID-19 at an outside medical facility must self-report the positive COVID-19 test result immediately to the Student Health and Wellness Center. Residents will be asked to provide details of your Otis College-related activities, contact with other Otis College employees and students, the date of your diagnosis, and the date of symptoms onset.

12.1.3 Following all quarantine and isolation recommendations and requirements set forth by the Los Angeles County Department of Public Health and/or by Otis College.

12.1.4 Despite the health and safety measures that Otis College is instituting to help protect staff, faculty, students, and campus visitors from COVID-19, an inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death and entering campus may expose me to a variety of hazards and risks foreseen and unforeseen related to COVID-19. Residents enter campus fully knowing and understanding these hazards and risks.

13. GENERAL PROVISIONS

13.1 No Taxable Possessory Interest. This Agreement only grants the Student a revocable right to use whatever Room the College assigns to the Student. This Agreement does not create a taxable possessory interest. The College is a private institution, and therefore the Room may not constitute as qualification for any California State Renter's Credit.

13.2 Liability. The College is not responsible or liable directly or indirectly for injury to persons (including death) or loss of or damage to personal property resulting from any reason (including, but not limited to, fire, flood, electrical outages, theft), that occurs in the Room or Residence Hall/Apartment or on its grounds prior to, during, or subsequent to the Term of this Agreement, even if the damage is alleged to have arisen out of the active or passive negligence of the College or its officers, employees or agents. The College **strongly recommends** that the Student purchase "renter's insurance" to cover the loss of or damage to their personal property.

13.3 Keys. Key cards/keys/fobs are for the Student only and shall not, under any circumstances, be loaned, borrowed or otherwise relinquished to any other individual. The Student is prohibited from duplicating or modifying key cards/keys/fobs. The key cards/keys/fobs are the property of the College and the Student must return the keys at the end of the Term. Loss of key cards/keys/fobs will result in a replacement charge and/or lock change, at the Student's expense.

13.4 Maintenance of Room. The Student agrees to maintain in a clean and safe condition, the Student's Room and to leave the Room in a clean and orderly condition at the end of the Term. The Student shall not keep, or permit to be kept in or about the Room or common areas, any of the following: illegal drugs and other illegal substances, firearms, weapons, ammunition, fireworks, gasoline, other flammable liquids, benzene, photo development chemicals, any other chemicals that are toxic or explosive and/or other items which could endanger the life, safety or welfare of the Student or other members of the College community. Determination of whether a substance or item is prohibited is in the opinion of the College at its sole and absolute discretion.

13.5 Prohibited Items. The following are prohibited for use and/or possession in the Residence Hall/Apartment: extension cords, fireworks, hookahs, incense, microwave ovens, grills (including George Foreman and other like materials), candles, space heaters, string lights, tattoo equipment, weapons, and miniature refrigerators/freezers. This is not a comprehensive list. Any other item that is deemed unsafe or inappropriate for residential living may be considered prohibited, at the discretion of the Director of Housing and Residence Life.

13.6 Drugs, Alcohol and Medical Marijuana.

13.6.1 Use, possession, or being under the influence of illegal, illicit or unauthorized drugs (including prescription medication that is not prescribed to the Student) or other impairing substances in either the Residence Hall/Apartment or anywhere on campus is not tolerated. Unauthorized drugs include, but are not limited to marijuana, salvia, magic mushrooms, poppy seed plants (or similar substance) or any substance that alters an individual's psychological state of being. The possession of drug related paraphernalia, including hookahs, bongos, needles, or any device used to introduce a substance into the human body, is also prohibited.

13.6.2 Consistent with obligations to comply with the federal Drug-Free Schools and Communities Act of 1989, the College prohibits students from possessing or using medical marijuana on campus and in the Residence Hall/Apartment, even if a student satisfies the requirements of the California Compassionate Use Act.

13.6.3 Students, regardless of age, must refrain from use and/or possession of alcohol in the Residence Hall/Apartment or anywhere on the complex grounds except as expressly permitted by the College's Alcohol Policy.

13.7 Pets and Animals. No pets or animals are permitted in the Room and/or Residence Hall/Apartment at any time, with the exception of a service/emotional support animal authorized and approved by the College's Students with Disabilities Services. Service/emotional support animals that have not been approved through Students with Disabilities Services will not be permitted. For more information regarding service/emotional support animals can be found in the Student Handbook, The Hoot.

13.8 Smoking. Smoking is prohibited in the Room and Residence Hall/Apartment. This prohibition applies to the use of cigarettes, cigars, marijuana (including but not limited to bongs), electronic cigarettes, personal vaporizers, or electronic nicotine delivery systems. Smoking of legal substances on campus is allowed in the designated smoking section only. Park West is a smoke free community, so there should be no smoking in the hallways, patios, elevators, garage, lobbies, common areas, etc.

13.9 Visitors and Guests. The College maintains a visitors and guest policy that must be observed, which is listed in detail in the Hallway Handbook. The Student will be held responsible for the conduct of anyone they invite or permits to enter College's campus or Residence Hall/Apartment. Any violation of the provisions of this Agreement by such a person will be attributed to the Student and may be grounds for termination of this Agreement by the College. Overnight guests should not exceed three days at one time, with no more than 15 days in one month.

13.10 College's Right of Entry. Authorized College representatives may enter the Residence Hall/Apartment and the Student's Room at any time without prior notice, after knocking and announcing their presence, for the purposes of: (1) making necessary or agreed-upon repairs; (2) supplying necessary or agreed-upon services; (3) investigating health or safety concerns, or suspected violations of housing and other College policies (including, but not limited to, violations of firearm or drug, tobacco, and alcohol use policies); (4) verifying occupancy; (5) conducting inventories of College property; and (6) conducting facility inspections. Authorized College representatives may remove and confiscate items that are in violation of College, federal, state or municipal regulations and/ or which could endanger the life, safety or welfare of the Student or other members of the College community. The Student will be informed promptly after such an entry is made and advised if authorized College representatives have discovered any violations.

13.11 Alterations. The Student shall not make any alterations or improvements to his or her Room without the prior written permission of the College, which it may withhold in its sole and absolute discretion. Alterations and improvements which require the College's permission

include, but are not limited to, the following: painting, wallpapering or other changes to the walls or ceiling, removing closet doors or window screens, installing shelves or flooring, installing deadbolt locks and making any changes or modifications to the existing furniture (including the lofting, bunking, or taking apart beds). Students in the Residence Hall/Apartment who wish to adjust their beds, must submit a work order before making any changes or alterations. Any approved alterations and improvements must be completed through Otis College Facilities or Residence Life and Housing, and shall not be removed or changed upon the expiration of the Term. If the Student makes any unauthorized alterations or improvements, the College shall have the right and option to require the Student to restore the Student's Room to its prior condition, at no cost to the College, or the College may do so at the Student's expense.

13.12 Vacating Room; Disposition of Personal Property. When the Student vacates the Room and Residence Hall/Apartment at the end of the Term, or upon cancellation or termination of this Agreement, the Student must remove all personal property and shall leave the Room, its furnishings, and fixtures in as good an order and condition as the same were upon commencement of the Student's occupancy, with reasonable wear and tear excepted. The Student acknowledges that items left in the Room, or elsewhere in the Residence Hall/Apartment, after vacating or termination of this Agreement shall be deemed to be abandoned property and may be immediately disposed of by the College, in its sole discretion. Any costs incurred by the College associated with such disposal will be the financial responsibility of the Student. There is no obligation on the part of the College to store any items deemed as abandoned in the Room, or elsewhere in the Residence Hall/Apartment, nor to reimburse the Student for any loss. The use of temporary storage units, such as pods, on College property (including within any Residence Hall/Apartment) is strictly prohibited.

13.13 Megan's Law Notice. The College is required by law to provide the following notice to the Student: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which they reside.

13.14 Notice of a Student Death. The College may need to disclose to a student if a death occurred in the student's room within the past three years, as well as the manner of such death. The statute (Civil Code Section 1710.2) is not a model of clarity, because it implies that landlords must only make such disclosures to the new tenant if the fact of the death is "material". Since it's not possible to judge if a new student would consider a prior student's death a material fact in deciding whether to occupy the room, the prudent course of action is for the College to make the applicable disclosure.

13.15 Mold Notification. Mold occurs naturally in the environment and there currently exist no federal or state standards for permissible levels of molds. The Student is required to take steps to control growth of mold and mildew by keeping the premises clean and well-ventilated, particularly when showering, bathing, or washing clothes. The Student is required to notify the College promptly by contacting the Resident Assistant or any Residence Life and Housing staff member about the existence of moisture, water leakage or overflow in or about the premises.

13.16 Information About Bed Bugs.

13.16.1 Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about ¼ of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

13.16.2 Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

13.16.3 Bed bugs can survive for months without feeding.

13.16.4 Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

13.16.5 Common signs and symptoms of a possible bed bug infestation: (i) small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls. (ii) molted bed bug skins, white, sticky eggs, or empty eggshells; (iii) very heavily infested areas may have a characteristically sweet odor; (iv) red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

13.16.6 For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

13.16.7 Actions to Control Bed Bugs. Student agrees to prevent and control possible bed bug infestation by routinely taking the following precautions: (i) check for hitch-hiking bed bugs, and inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering your Room; (ii) check backpacks, shoes and clothing after using public transportation or visiting theaters; (iii) after guests visit, inspect beds, bedding and upholstered furniture for signs of bed bug infestation; (iv) report any problems immediately to the College (even a few bed bugs can rapidly multiply to create a major infestation that can spread to other units); and (v) cooperate with pest control efforts to facilitate the detection and treatment of bed bugs. Student waives any claims of any nature against the College for any losses, damages and expenses as a result of the negligence of Student or any guest occupying or using the Room. Further, the College shall not be liable for any loss of Student's personal property as a result of an infestation of bedbugs.

13.17 Cleanliness & Communicable Diseases. Students are responsible for maintaining the cleanliness of and to reduce the potential for the spread of diseases and illnesses in their living spaces. By signing this agreement, residents accept the risks of living in a communal environment and agree to take reasonable steps to promote the health and safety of the community. While the College will provide maintenance and cleaning of Residence

Hall/Apartment/Suite common spaces as reasonable or necessary, residents must also take reasonable steps to help ensure the health and well-being of the community, including regular cleaning and maintenance of their personal spaces, including their rooms and any shared or single-occupant bathrooms. If students should contract a communicable disease, students may be required to leave the Residence Hall/Apartment/Suite and/or be relocated to another unit for isolation/quarantine until they are no longer contagious or until cleared by a medical provider in order to reduce the hazard of infecting others in the Residence Hall/Apartment/Suite environment. If a Student fails to follow directives related to isolation/quarantine expectations and guidelines, Students will forfeit their ability to remain in housing and may be removed from the campus and/or put through the College's student conduct process for adjudication.

13.18 Notices to the College; Notice For Room Payments. The name, telephone number, and usual street address of the College or its authorized agent for (i) receipt of personal service of process and (ii) receiving all notices and demands is: the One Stop; Address: 9045 Lincoln Blvd, Los Angeles, CA, 90045; Telephone: 310.665.6999. The name and address of the person or entity to whom all Room payments shall be made is: Otis College/One Stop . The phone number for the recipient of such payments is: 310.665.6999. If Room payments are made personally, the usual days and hours that the person will be available to receive the payments is: Monday through Friday between 8:30am – 5:00pm.

13.19 Non-Waiver. The College's waiver of any breach of a term or condition of this Agreement shall not constitute the College's waiver of any subsequent breach.

13.20 Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to Agreements made and to be performed therein. The Student agrees to submit to the jurisdiction of the federal and state courts in Los Angeles County, California, for the resolution of any disputes arising hereunder.

13.21 Attorneys' Fees. The Student agrees to pay all attorney's fees and costs in any action relating to this Agreement, including but not limited to any action to recover possession of the Room.

13.22 Integration. This Agreement (including the attached exhibit(s), if applicable, and College's incorporated Rules and Policies) represents the entire agreement and understanding between the parties concerning the Student's license to use the Residence Hall/Apartment and the Room, and all other agreements of any nature, oral or written, express or implied, are superseded by this Agreement.

13.23 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be considered a single instrument.

13.24 College Confirmation Required. Completion and delivery of this Agreement by the Student does not constitute acceptance by the College. This Agreement is approved and accepted by the College only when confirmation email from a staff in the Office of Residence Life and Housing is received.

EXHIBIT A

While housing is charged by semester, students are required to live on campus both semesters. Please see prices below for the assigned charge.

Residence Hall Charges

Room Description	Fall 2023 Semester	Spring 2024 Semester	Academic Year
Shared Occupancy	\$6,410	\$6,410	\$12,820
Private Occupancy*	\$12,820	\$12,820	\$25,640

** Limited availability*

Park West Charges

Room Description	Fall 2023 Semester	Spring 2024 Semester	Academic Year
Shared Occupancy 2 bedroom 2 bathroom apt	\$7,453	\$7,453	\$14,906
Private Occupancy* 1 bedroom 1 bathroom apt	\$14,906	\$14,906	\$29,812

** Limited availability*

Meal plans are charged by semester. Students who are required to have a meal plan, or opt into a meal plan, will be charged for both semesters. Please see below for the assigned charges.

Meal Plan Charges

Meal Plan Description	Fall 2023 Semester	Spring 2024 Semester	Academic Year
10 Meals p/wk.	\$2,221	\$2,042	\$4,263
14 Meals p/wk.	\$2,974	\$2,714	\$5,688
17 Meals p/wk.	\$3,425	\$3,124	\$6,549

Students living in the Residence Hall are required to have a meal plan (foundation students – at least a 14 meal plan; continuing students – at least a 10 meal plan). Foundation students living in Park West are required to have at least a 10 meal plan.

Additional Charges

Application Fee	\$150.00 due to apply for housing (New Students) \$50.00 due to apply for housing (Returning Residents)
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Damage Deposit (Park West Only)	\$300 due before student moves in
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EXHIBIT B

Housing Refund Schedule for Full Term Students

The following schedule applies to the refund of Room Charges subject to the terms and conditions of the Student Housing Agreement. Refunds due to students will be credited first to government-funded financial grants, loans and other aid. The remaining balance, if any, will be distributed to the student.

If you withdraw or take a leave of absence, and are completely moved out of their assigned room by 5:00pm on	Refund Received:
Before classes begin	100%
Friday of the first week	90%
Friday of the second week	75%
Friday of the third week	50%
Friday of the fourth week	25%
After the fourth week	0%

Application fees are nonrefundable and do not apply to the above schedule.

Meal Plan Refunds for Full Term Students

The day the student moves out of housing will determine the last day of a student's meal plan. A refund will be issued based on the remaining days left in the board plan.