

## LIFE University Housing License Agreement 2022-2023

### Summary of Terms

#### Definitions:

1. "Move-In Date" shall be Resident's assigned Move-In Date.
2. "Resident" shall be: [Last Name, First Name].
3. "Execution Date" shall be the date and time this Agreement was executed: [date/time stamp].
4. "Room Space" shall be the Room Space selected, assigned or otherwise given to Resident after execution of this Agreement.
5. "Agreement Period" will be determined by the Room Space selected, assigned or otherwise given to Resident.
6. "Housing Fees" due for Room Space are outlined in Exhibit A, and "Cancellation Fees" are outlined in Exhibit B.

This Housing License Agreement (this "Agreement") should be read carefully and signed by the licensee (hereinafter "Resident") (and Resident's parent or legal guardian as a guarantor of Resident's obligations under this Agreement ("Guarantor") if Resident is under age 18).

Licensor (hereinafter "Provider") is the operator and the administrator of this Agreement. Provider is collectively LIFE University, Inc. (the "University"). For this Agreement, "University Housing" shall be defined as the University's campus residential facilities known as Life's Village Retreat and/or The Commons. Provider's office is located at 1269 Barclay Circle, Marietta, Georgia, 30060.

**I. Acknowledgment:** Provider hereby grants a temporary revocable license to Resident to reside in a Room Space in University Housing to be assigned by Provider. The Resident is only allowed to reside in the space assigned and provided by the Provider. This Agreement does not constitute a lease and is not intended to grant a usufruct to Resident, and no estate, tenancy or other interest in property is conveyed to Resident. The relationship created by this Agreement between University Housing and Resident is that of licensor and licensee, and NOT that of landlord and tenant. In order to reside in University Housing, Resident must be a student as defined below:

- officially admitted and enrolled in credit-bearing coursework at the University OR
- enrolled in internships, co-ops or experiential learning at the University OR
- participating as a member of one of the University's athletic team OR
- enrolled in other University-sponsored academic pursuits and be making satisfactory academic progress.

The following terms and conditions are the standards with which all residents must abide. By signing this Agreement, Resident agrees to abide by and uphold all policies and provisions outlined within this Agreement, the Community Living Guide, the University Code of Conduct, the rules and regulations of the University, and all federal, state and local laws (hereafter collectively referred to as "University Rules/Policies") all of which are incorporated herein and made part hereof by reference. By signing this Agreement, Resident agrees to comply with University Rules/Policies and understands the University may from time to time, issue for the welfare of the community or for the general convenience or comfort of residents, an update or revision to University Rules/Policies. The University does not discriminate based on race, color, sex, pregnancy, sexual orientation, gender identity, ethnicity or national origin, religion, age, genetic information, disability or veteran status.

**II. Eligibility:** To qualify as a licensee for University Housing, Resident must be enrolled as a student at the University who is without academic, financial, disciplinary, or other infractions warranting exclusion and comply with state regulations regarding meningococcal disease notification. Provider may terminate this Agreement by notice to Resident if Resident is no longer eligible for University Housing under these conditions. Resident must notify Provider in writing at Provider's office (1269 Barclay Circle Marietta, Georgia, 30060) of non-attendance to the University by the stated deadlines; notification to other departments within the University does not constitute proper notification under this Agreement. Additional fees may apply for failure to notify, or if submission of notice of non-attendance or cancellation notice is after the stated deadline date as set in Exhibit B attached hereto and made a part hereof by reference.

### **III. Agreement Period:**

**Life's Village Retreat and The Commons:** This Agreement financially obligates Resident to on-campus housing for the designated dates as specified in this Agreement. Unless otherwise stated by Provider, this Agreement becomes valid on the move-in date for each quarter as established by Provider. Should the Agreement begin after the initial quarter move-in date, Resident will be responsible for the remainder of the Agreement Period.

**The Commons:** The Agreement Period shall be Fall quarter with a Move-In Date on the Monday of Week 0 for and a move-out date of 24 hours after the residents last final of Week 11 of the Spring quarter.

If a Resident chooses to reside in The Commons during the Summer quarter, they will need to complete a new housing application for the Summer quarter in their Housing and Residence Life portal. For Residents wishing to reside during the Summer, they must meet the eligibility requirements listed in Section II. Eligibility.

**Life's Village Retreat:** The Agreement Period shall be 12 months (equivalent to 4 quarters) with a Move-In Date as designated for the quarter of Week 0 for the quarter this Agreement begins and ending 24 hours after the completion of the resident's last final of Week 11 of the 4th

quarter of occupancy. If Resident is graduating, the Resident must move-out by 10:00am the Saturday following graduation.

If a Resident moves from The Commons to Life's Village Retreat or Life's Village Retreat to The Commons, the licensing fees will be adjusted according to the building of residency. This excludes temporary assignments for repairs, renovations or emergencies. Residents must abide by the Community Living Guidelines for the building they reside in.

#### **IV. Fees and Payments:**

a. **Charges:** All housing charges and fees payable under this Agreement (including, but not limited to Housing Fees, late fees, lockout charges, disenrollment fees, key replacement, damage fees and trash removal) will be charged to Resident's Student Account via EagleNet. Residents that reside in Life's Village Retreat and The Commons will be charged by the University and must be paid according to University Rules/Policies, unless otherwise directed by Provider. All rates are subject to increase starting Week 0 of the Summer quarter regardless of when the student signed their license agreement.

b. **Housing Application Fee:** A non-refundable and non-waivable fee is due at the time Resident applies for housing. This fee must be paid before a Room Space assignment will be processed. This is a onetime payment unless there is a break in service for two quarters or more.

c. **Housing Que Deposit:** A refundable processing deposit is due at the time Resident applies for housing. This deposit must be paid before a Room Space assignment will be provided to Resident by Provider. This Housing Que Deposit is utilized to ensure space is secured in housing prior to assignment, which amount upon such assignment being made will become the Housing Deposit to be utilized by the University and Provider for damages and other incurred expenses, subject to return to Resident in accordance with the terms of this Agreement and applicable state law. If no other expenses are incurred at the time of move- out, the remainder of the deposit will be returned to the student. The deposit is outlined in Exhibit A, "Housing Fees and Payment Schedule," attached hereto and made a part hereof by reference.

d. **Prior Balances:** Resident must remain current on all charges. Residents who owe an outstanding balance may be issued a notice to pay or vacate the Room Space. Residents are not permitted to use anticipated financial aid from a future quarter to cover housing for a previous quarter. Resident further acknowledges and agrees that as a licensee in University Housing, Provider may deny access to the Room Space through "lock out" for failure to make scheduled payments, failure to comply with University Rules/Policies or other infractions. Resident waives his/her right to a formal dispossessory action for the use of the Room Space and may be formally removed from the University Housing property.

e. **No Show:** It is expected that Resident will occupy the Room Space or deliver written notice of delayed arrival via Provider's University e-mail address or by U.S. mail, no later than 9:00 a.m. on the first day of classes of the first quarter of residency. If Resident has not occupied the assigned Room Space by 9:00 a.m. on the first day of classes AND has failed to notify Provider in writing of delayed arrival, the Room Space may, at the end of the first day of classes and at the sole discretion of Provider, be cancelled without further notice to Resident. If the assigned Room Space is cancelled by Provider, Resident will remain responsible for all fees described in the Cancellation Schedule attached hereto as Exhibit B and made a part hereof by reference.

f. **Housing Charge Amounts:** Housing Fees for the specific residential communities are listed in Exhibit A. The Housing Fees must be paid in full as described in the Housing Fees and Payment Schedule. If an account is not paid in full or kept current Resident may be removed from University Housing.

g. **Pro-Ration of Fees:** Resident entering into the Agreement after the move-in date for each quarter as established by Provider will be responsible for pro-rated Housing Fees, which will be calculated based on the Move-In Date as established by Provider.

h. **Parking:** Residents are required to obtain the appropriate parking decal and registering their vehicle through Campus Safety at 770.426.2681.

#### **V. Agreement Cancellation:**

a. **Cancellation by Resident:** Resident may not move out of the assigned Room Space prior to the end of the Agreement Period without obtaining an approved release of this Agreement and officially completing the move-out process as defined in Section VII j. Resident or his/her designee may cancel this Agreement with no Cancellation Fees upon submission of supporting documentation evidencing one of the following occurrences during the Agreement Period:

- Graduation;
- Participation in PEAK Program
- Call to active military duty; • Marriage;
- Birth of a Resident's child; • Demise of a Resident

Any resident cancelling for one of the reasons permitted by the preceding occurrences will still remain responsible for any housing charges incurred to the point of cancellation including, but not limited to non-refundable charges and payment of the Housing Fees as defined in Exhibit A and Cancellation Fees as defined in Exhibit B. Residents cancelling this Agreement will be required to move-out of his/her Room Space on the move-out date as established by Provider.

If Resident withdraws or becomes non-enrolled or disenrolled in classes during the Agreement Period, he/she will have this Agreement cancelled according to the following timeline:

- If non-enrollment occurs before the Add/Drop date but after Resident has taken occupancy as established by the University, Resident will be responsible for any fees incurred to the point of cancellation including, but not limited to, non-refundable charges and payment of the Housing Fees as defined in Exhibit A (75% of the remainder of the Total Agreement Amount for the assigned Room Space as listed in Exhibit A).

- If non-enrollment occurs after the Add/Drop date as established by the University or at the conclusion of the quarter, Resident will be responsible for any fees incurred to the point of cancellation including, but not limited to, non-refundable charges and payment of the Housing Fees as defined in Exhibit A (75% of the remainder of the Total Agreement Amount for the assigned Room Space as listed in Exhibit A).

b. **Cancellation by University:**

1. **Eligibility:** The University reserves the right to determine the eligibility of Resident for University Housing at any time due to abandonment, non-payment of charges, academic ineligibility, discipline, safety, or health concerns as determined by the University or Provider, in its sole discretion, including but not limited to:

- Safety and security of the community including, but not limited to, harming or threatening to harm others;

- Criminal record, past or current criminal activity;

- Use, misuse, or possession of alcohol and/or other drugs contrary to University Rules/Policies;

- Use, misuse, or possession of tobacco in violation of University Rules/Policies;  
or

- Violation of any University Rules/Policies or of this Agreement.

The University may terminate or temporarily suspend performance of any part of this contract without notice in the event of an emergency, act of God, force majeure, or other exigency that would make continued operation for the Housing and Residence Life non-feasible.

2. **Ineligibility:** Based upon a determination of ineligibility by the University or Provider, Provider may immediately cancel this Agreement. Should this Agreement be cancelled, Resident will be required to vacate the Room Space within 72 hours (or immediately if warranted) unless special written permission has been obtained from the Provider. In the event Resident does not vacate within the allowed time period, Provider may limit access to the Room Space. All charges for removal and disposal of Resident's personal property will be

assessed to Resident. A resident removed from University Housing will not be entitled to any refund of Housing Fees, regardless of when the removal is imposed. Should a Resident be removed from University Housing and subsequently be re-admitted to living on campus in future quarters, forfeited Housing Fees from previous quarters will not be applied to Resident's new account.

3. **Cancellation Fee(s):** Upon approved cancellation of this Agreement, Resident will be charged a Cancellation Fee in addition to any housing charges, including but not limited to, Housing Fees, damage charges, late fees and removal or disposal fees if any. The associated fees are detailed in Exhibits A and B.
4. **Refund/Forfeiture:** All cancellations of this Agreement must be approved by Provider in writing and are subject to applicable cancellation charges(s) set forth in Section V b 3 above. Withdrawal or removal from the University does not relieve Resident of the financial obligations detailed within this Agreement.
5. **Sublicensing/Assignment:** Resident may not sell, sublicense, or assign the Room Space to anyone at any time. Use of the Room Space for commercial purposes is expressly prohibited. Provider may assign this Agreement to the University or another entity affiliated with the University without notice or approval, provided that any assignee shall be fully bound by the provisions of this Agreement.

## **VI. Indemnification, Acknowledgment, and Release:**

**a. Acknowledgement and Release.** Resident acknowledges and agrees that neither Provider nor the University promises, warrants, or guarantees the safety and security of Resident, Resident's guest, or Resident's personal property against the criminal actions of the other residents or third parties. Resident acknowledges and agrees that neither Provider nor the University will be liable for any damage or injury to Resident, Resident's guests, or Resident's personal property or to any person entering the room assigned to Resident or the University Housing community, for injury to person or property arising from theft, vandalism, or casualty occurring in the assigned Room Space.

**b. Indemnification and Release.** Resident (and Guarantor, if Resident is under age 18) agrees to indemnify and hold harmless Provider, the University, and their respective directors, board members (including the BOT), agents, affiliates, and employees from and against all claims, actions, judgments, damages, liabilities, costs, demands, losses, and expenses (including, without limitation, attorneys' fees and disbursements) resulting from or arising out of injury to the person or property of Resident or Resident's guests while Resident resides in the Room Space, regardless of the cause (including, but not limited to, injury resulting from engagement, involvement, participation by Resident or any of Resident's guests in any event sponsored by the University or Provider) unless such injury is caused by the gross negligence or intentional misconduct of Provider, the University, or their respective agents. Resident (and Guarantor, if Resident is under age 18) hereby releases and forever discharges and holds harmless Provider, the University, and their respective directors, board members (including the BOT), agents, affiliates, and employees from any and all demands, causes of action and/or

judgments of whatsoever nature or character, past or future, known or unknown, whether in contract or tort, whether for personal injuries, property damage, payments, fees, expenses, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, this Agreement and the use of the Room Space.

## **VII. Additional Terms:**

- a. Changes:** The Board of Trustees (BOT) of the University, the University, Provider and/or designated facility management companies reserve the right to change room space assignments, which may result in Resident being responsible for Housing Fees for the respective new Room Space.
- b. Personal Property:** Provider is not responsible for loss or damage to personal property in University Housing including but not limited to fire, theft, water, interruption of water or heat, or other utility problems regardless of cause or fault. Residents are strongly encouraged to carry personal property insurance while residing in University Housing, but renter's insurance is not required.
- c. Room Space Changes:** No room space changes are allowed during the first or last week of classes each quarter. Resident must obtain advanced approval from Provider prior to changing the assigned Room Space. Room space changes will be approved at Provider's sole discretion. Resident must follow all instructions regarding changing room space assignment provided by Provider. Not adhering to the room change process may constitute a violation of this Agreement. If Resident is found occupying a room space not assigned to them, they will receive a housing fine as outlined in Exhibit A.
- d. Room Space Entry:** Provider strives to respect the privacy of all residents. However, the University and Provider's staff or other designated agents may enter the Room Space at any reasonable time and with or without 24-hour notice as necessary to verify inventory records or occupancy, perform maintenance, address anything deemed to be an emergency, perform security investigations under University Rules/Policies, including the Computer, Internet and Electronic Communication Policy and any policy to enforce or provide for the safety or health of the residents.
- e. Consolidation/Room Space Assignment Changes:** Provider reserves the right to change, cancel, or consolidate room space assignments at any time due to academic ineligibility, discipline, behavioral, safety, health, payment or administrative reasons. If Resident does not have an assigned roommate, Resident should expect the possibility of getting a roommate at any time. Provider will attempt to give advance notice before assigning a roommate, but Resident should keep personal property and Resident's belongings out of the common areas within the room, if applicable.

**f. Emergency Repossession:** The University reserves the right to repossess the Room Space in the event of an epidemic or other health concerns. If Resident should contract a communicable disease, Resident may be required to leave the Room Space until Resident is no longer contagious. This is due to the hazard of infecting others in the residence hall environment.

**g. Room Space Condition:** As provided in the Life University Community Living Guide, all residents must maintain the assigned Room Space in a safe manner and in good condition for the entire Agreement Period. Room space furnishings provided by Provider shall not be removed or stored. Public area or lounge furnishings shall not be moved into the Room Space. If furniture is not found in its original state at time of move-out, Resident will be subject to forfeiture of their housing deposit and any additional replacement fee. It is Resident's responsibility to restore the assigned Room Space to its original condition prior to move-out.

**h. Support and Housing Accommodations:** Residents will make appropriate arrangements for any necessary personal attendant care, personal service or service animal prior to the beginning of the Agreement Period, if required due to Resident's disability. Resident has the sole financial responsibility for Resident's own personal attendant care.

If Resident requires the service of an Emotional Support **Animal**, the Resident must work with Life's Disability Services Department to get the Emotional Support **Animal** approved **before** occupancy begins in a University Housing facility. Failure to get the Emotional Support **Animal** approved, will result in a Housing Fee that will be charged to the Residents account as listed in Exhibit A. Emotional Support **Animals** will be approved on a case-by-case basis by Disability Services in accordance with University Rules/Policies and applicable law. Disability Services can be contacted at [Disability.services@Life.edu](mailto:Disability.services@Life.edu) or 770.426.2725.

Any Service Animal or approved Emotional Support Animal must be registered through Housing and Residential Life.

**i. Room Key:** Resident agrees that upon completing the move-in process, Resident becomes responsible and liable for the room key (student identification card) and any other access devices provided to Resident (collectively, the "Key"). It is Resident's responsibility to obtain and keep possession of the Key. If the Key is lost or stolen, Resident understands and agrees that Resident will be charged applicable key replacement and/or lock change fees for each time a new Key is issued and/or locks are changed as described in Exhibit A. Residents cannot give anyone else their Key.

**j. Move-Out:** Resident will be expected to vacate their space 24 hours after the completion of their last final. If Resident is graduating, the Resident will need to vacate their Room Space by 10:00am on the Saturday following graduation.

**k. Single Occupancy:** Resident is not officially moved out of the Room Space until all of the following occur:

1. Resident has moved all personal property and trash from the Room Space, Room, and Residence Hall;
2. The Room Space and Room have been cleaned by Resident including the below items:
  - a) Vacuuming and sweeping all floors;
  - b) Cleaning all counters, sinks, showers, toilets, and appliances;
  - c) A Room Space walk has been conducted with a Housing and Residence Life team member at the time of departure which will be scheduled with the Provider;
  - d) Return of room key (if applicable) at the time of departure;

In addition to any fees assessed for damages, lost Key(s) or failure to follow the move-out guidelines and policies will result in Resident continuing to incur room charges or other applicable charges.

**i. Single Occupancy:** No more than one person shall be entitled to occupy the Room Space if the room is designated as single occupancy.

**m. Email Communications:** The University and Provider recognize Resident's official University e-mail address as the official means of communication and will communicate important information in this manner. All notices or information will be communicated in this manner. Resident is responsible for all information sent through Life University e-mail.

**n. Notice to Provider:** Resident must communicate with Provider in writing via Provider's University e-mail address. Provider may also provide Resident the opportunity to communicate requests via electronic forms or documents.

**o. Lofting:** Resident may not loft their bed any higher than the provided bedframe (36 inches).

**p. Grills:** Resident acknowledges that storage or use of cooking grills and other similar cooking equipment is not permitted.

**q. Damage, Lockout and Miscellaneous Fees:** Resident has 24 hours from their Move-In Date to complete and submit the Room Inspection form for their Room Space. Resident's electronic submission of the Room Inspection form establishes the acceptance of the condition of the assigned Room Space, room and included furnishings assigned to the Resident at the time of occupancy and becomes the record of the condition the Room Space shall be returned by Resident at the end of the Agreement Period, normal wear and tear expected as determined in the sole discretion of the University and Provider. If Resident does not submit the Room Inspection form within 24 hours of his/her move-in date, Resident waives their rights to any objections at move-out. During the move-out inspection with the Provider or designee, the Resident shall sign the Move-Out Room Condition Report (or indicate his/her dissent thereto). The Move-Out Room Condition Report shall become the record of the condition of the Room

Space, Room and included furnishings assigned to Resident upon vacancy by Resident, and Resident shall be liable for any and all damage thereto set forth in the Move-Out Room Condition Report or otherwise agreed by Provider and Resident not the result of ordinary wear and tear and shall reimburse Provider and Resident not the result of ordinary wear and tear and shall reimburse Provider upon demand for such damages.

Upon vacancy of a Resident's Room Space, Room, or University Housing residential facilities, the Resident is required to remove all personal belongings and trash. If personal belongings are left behind by the Resident, the University and Provider reserves the right to relocate and discard of Resident's belongings. If belongings are relocated to an off-campus facility, the Resident will have 30 days to collect their belongings and if not collected, the belongings will be disposed of at the expense of the Resident.

Resident agrees that they will be charged a fee for damages, lockout or other miscellaneous items as set forth in this Agreement including the exhibits hereto, and such costs will be an obligation of Resident to Provider even if such service is performed on behalf of Provider by a third party. Residents of a building, room (or designated subareas therein) may be required to share on a pro-rated basis the expense of cleaning, painting, repair, or replacement of damaged property in common areas when such damage is not due to normal wear and tear and the person(s) who caused the damage is unknown. Provider shall make the determination of the amount of such loss or damage, selection of repair method, and scheduling of repair, in its sole discretion and Resident agrees to pay any and all assessed common area charges upon demand.

**r. Liability:** Temporary failure to provide working appliances, electricity, elevators, hot or cold water, heat and/or air conditioning, internet service, or TV service shall not be a reason for reduction, abatement, or withholding of any portion of Housing Fees or other payments legally due. No adjustment to Housing Fees or other compensation may be claimed by Resident for inconvenience or discomfort from the making of repairs, improvements to facilities, or temporary service outages at any time. The University or Provider does not assume any legal obligation to pay for, prevent, or insure against injury to person(s), including death, or loss or damage to items of personal property by fire, theft or other casualty, which occurs in its buildings or on its grounds prior to, during, or subsequent to the Agreement Period.

**s. First Year (Freshmen) Campus Living Requirement Policy SS.032:** All first-time freshmen students new to the University, or students entering the University's College of Graduate and Undergraduate Studies are required to reside in University Housing for one academic year (3 quarters defined as Fall/Winter/Spring) as defined by Policy SS.032.

**t. Resident and Freshmen Commuter Meal Plan Policy SS.026** All residents of The Commons will be required to purchase a resident meal plan (Commons 1280 or Commons 120) as per Policy SS.026.

**u. Family/Partner Housing:** For Residents who are married or may have a child and live in Life's Village Retreat, the Resident has the opportunity to have their partner/child live on-campus in a residential facility with them. Family/Partner housing is only accommodated on an availability basis. Residents who are assigned to a studio apartment in Life's Village Retreat have the opportunity to have their partner reside on-campus with them in their assigned apartment (additional costs may apply). To apply for your partner to live with the Resident on-campus, they will be required to submit documentation confirming their marriage (i.e., marriage certificate) and sign a guest housing license agreement going over policies and regulations within the residential facility. Additional information and steps will be required if the Resident is approved to have their partner reside on-campus with them.

For Residents who may have a child and live in Life's Village Retreat, the Resident has the opportunity to have their child live on-campus in a residential facility with them. Family housing is only accommodated on an availability basis. Residents who are assigned to a fully vacant 2-bedroom apartment and only have one (1) child have the opportunity to have their child reside on-campus with them in their assigned apartments (additional costs **will** apply). The Resident will be charged for both rooms within the 2- bedroom apartment. To apply for your child to live with the Resident on-campus, they will be required to contact the Housing and Residence Life Office for additional information and inquire about availability.

**v. Miscellaneous:**

- **Governing Law.** This Agreement shall be governed by the laws of the United States and the State of Georgia and University Rules/Policies.
- **Severability.** If any part of this Agreement is found to be unenforceable, the remaining parts shall continue in full force and effect.
- **No Waiver.** The failure of Provider to insist, in any one or more instances, upon the strict compliance with any of the terms of this Agreement shall not be considered as a waiver of such terms and the same shall continue in full force and effect.
- **Attorney's Fees.** Resident agrees to pay Provider's attorneys' fees and other costs incurred, including collection costs, in connection with any action or proceeding to enforce this Agreement or to collect any funds owed pursuant to this Agreement.
- **Assumption of Risk.** There are risks associated with living in a campus environment located in a large metropolitan area and with participating in Residence Life programming. Resident elects

to reside and participate with full knowledge of the risks of injury, illness, or damage to property and accepts full responsibility for any injuries, illness, or damage to property that he/she may sustain in the course of such residency and/or participation. Resident is responsible for engaging only in those activities and programs for which he/she has the prerequisite skill, qualification, preparation and training. These involved risks may arise from residency in University Housing, from participation in Residence Life programming, from the acts of others or from the unavailability of emergency medical care. Resident acknowledges and agrees that he/she is owed no extraordinary duty of care in connection with his/her residency in University Housing or in connection with any Residence Life programming.

- **Personal Property.** Provider is not responsible for unclaimed personal property and items left in common areas or left in the assigned Room Space after move-out, cancellation or termination of this Agreement. Items left will be deemed abandoned and after 30 days discarded or donated to local charities, at the discretion of Provider. Resident will be responsible for any additional charges resulting in removal of Resident personal property.
- **Provider Decisions.** All decisions by Provider hereunder shall be made at its sole discretion and are final, unless specifically stated to the contrary herein.

Resident's submission of this Agreement is an acknowledgment that Resident (and Guarantor, when applicable) has read, understands and agrees to all terms and conditions of this Agreement as set forth herein. Receipt of Resident's application does not constitute acceptance by Provider. This Agreement only becomes binding upon acceptance by Provider and Resident as indicated by online confirmation of the Room Space assignment and e- signature (and any provisions required therein) of this Agreement through the online reservation system linked through the University Housing Portal and the prompt payment of all the total non-refundable fees set forth in this Agreement including the exhibits hereto. When deemed necessary by Provider, a hardcopy signature of this Agreement may be required, but the absence of a hardcopy does not diminish or limit in any way Resident's (and/or Guarantor's) obligations per the electronic acceptance of the online version of this Agreement.

**Exhibit A**  
**The Commons Housing Fees and Payment Schedule\***

<b>Building/Room</b>	<b>Total Agreement Amount</b>	<b>Fall Quarter Installment</b>	<b>Winter Quarter Installment</b>	<b>Spring Quarter Installment</b>
<b>The Commons – Single Room (Private Bedroom, Private Bath)</b>	<b>\$9,306</b>	<b>\$3,105</b>	<b>\$3,105</b>	<b>\$3,105</b>
<b>The Commons – Single Room (Private Bedroom, Communal Bath)</b>	<b>\$8,073</b>	<b>\$2,691</b>	<b>\$2,691</b>	<b>\$2,691</b>
<b>The Commons – Double Room (Shared Bedroom, Communal Bath)</b>	<b>\$6,459</b>	<b>\$2,153</b>	<b>\$2,153</b>	<b>\$2,153</b>

\*Residents of The Commons are required to purchase a Commons 120 or Commons 190 meal plan.

**Life's Village Retreat Housing Fees and Payment Schedule**

<b>Building/Room</b>	<b>Total Agreement Amount</b>	<b>Fall Quarter Installment</b>	<b>Winter Quarter Installment</b>	<b>Spring Quarter Installment</b>	<b>Summer Quarter Installment</b>
<b>LVR- 2 x 2 (2 bedroom, 2 bath)</b>	<b>\$9,620</b>	<b>\$2,405</b>	<b>\$2,405</b>	<b>\$2,405</b>	<b>\$2,405</b>
<b>LVR-1 x 1 (1 bedroom, 1 bath)</b>	<b>\$13,440</b>	<b>\$3,360</b>	<b>\$3,360</b>	<b>\$3,360</b>	<b>\$3,360</b>

**Exhibit B  
Cancellation Schedule**

**Please Note:**

- The non-refundable Housing Application Fee as listed in Exhibit A will **not** be refunded in any cancellation scenario.
- Cancellation forms received after 5:00pm on business days or on non-business days will be considered received on the next business days.  
  - ⇒ 'Agreement Amount' is the amount listed in the second column in both tables titled 'Housing Fees and Payment Schedule' under Exhibit A.
- For cancellation due to non-enrollment, please reference section V a. of this Agreement for more detailed cancellation fees.

**2022-2023 Cancellation Scheduled**

<b>Cancellation Form Received+</b>	Fee due upon cancellation
<b>Cancellation Prior to Assignment</b>	Return of \$250 Housing Que Deposit
<b>Cancellation after Assignment but Prior to Move-In</b>	Loss of \$250 Housing Que Deposit
<b>No Show and No Notification from Resident</b>	\$1,081 Room Cancellation Fee and loss of \$250 Housing Que Deposit
<b>Cancellation after Move-In Date through the end date of the Agreement Period+</b>	75% of the remainder of the Total Agreement Amount for the assigned Room Space as listed in Exhibit A.

+Cancellation fees are subject to successfully submitted and approved cancellation forms.

### Additional Fees

<b>Cancellation Fee due to No-Show</b>	75% of the remainder of the Total Agreement Amount for the assigned room space as listed in Exhibit A	See Article V a.
<b>Non-Refundable Housing Application Fee (One-Time Fee)</b>	\$125	See Article IV b.
<b>Housing Que Deposit (One-Time Fee)</b>	\$250 (After Resident is assigned a Room Space, this amount becomes the Housing Deposit)	See Article IV c.
<b>Unapproved Holdover Fee</b>	\$100 per day that the student is not moved out of their assigned Room Space after the move-out date provided by the Provider	
<b>Approved Holdover Fee</b>	Daily Rate for the number of nights room is occupied past the move-out date provided by the Provider	
<b>Animal Policy Violation Fee</b>	\$500 and an additional \$50 per day that the animal is not removed	See Article VII h.
<b>Squatting Fee</b>	Daily Rate for each day of in residence and \$250 of additional costs can be incurred for any damage/cleaning that has to be done	See Article VII c.
<b>Lockout Fee</b>	1 <sup>st</sup> Lockout = \$5 2 <sup>nd</sup> Lockout = \$10 3 <sup>rd</sup> Lockout = \$35	See Article VII p.
<b>Trash Removal</b>	\$25/trash bag	