1. Terms: The term of this Agreement and license provided hereunder is for one "academic year" or any remaining balance thereof ("Term"). This Agreement may not be terminated prior to the end of the Term except as provided in Section 6, "Breach, Termination, or Abandonment Fees." The academic year begins at 8:00 AM on the Thursday preceding the first day of class for the fall term based on the published general term or Pharmacy term academic calendar, whichever governs Student's academic program. It continues through the academic year and ends 24 hours after the earlier of: (a) the conclusion of Student's last exam of the spring semester, or (b) 9:00 AM on the day immediately following the last day of final examinations for the spring term. In the event Student's academic program is not governed by the general university or Pharmacy academic calendar, the general university academic calendar will govern. Regardless of the term, students may remain in Pacific accommodations until 9:00 AM of the day following commencement exercises. At Pacific's sole discretion, students may be authorized to check in prior to the beginning of the academic year, but may be assessed additional daily room and dining plan charges.

All residence communities, including fraternities and sororities, exist outside of Pacific residence halls and are located during the December winter break period. The December winter break period will be determined in the sole discretion of Pacific. Dining facilities are closed during school breaks, which will be determined in the sole discretion of Pacific. In the event of inclement weather, Pacific may close residence halls without an official, written, approved release from the Associate Director for Housing or designee. Continuous occupancy on this Agreement is not in effect and is not guaranteed unless it is signed by a Student, and delivered to Student Services or Housing and Guest Services, or if Student is or becomes a Pacific Housing resident. Once signed by Pacific, the Agreement is effective as of the date of the Agreement. Student is responsible for all charges associated with this Agreement, including, but not limited to, room and board charges. Pacific may cancel the reservation of a student who fails to officially check-in on his/her assigned space before 9:00 AM on the first day of classes of each term, or if the student, during the 24 hours after the Agreement is signed, unless arrangements have been made with the Associate Director for Housing or designee. Official check-in involves acceptance of building and room assignment keys and completion of a Room/Parton/Condition Report. Students who fail to officially check-in and pay room and board charges for the fall term or make any other agreements arranged by the Associate Director for Housing or designee may be prohibited from entering Pacific’s campus.

2. Occupancy and Inspection: The Student Housing Agreement is an agreement in consideration of—among other things—that covers room and dining plan accommodations in Pacific housing consisting of residence halls, apartments, Greek houses or affiliated housing. Pacific grants Student permission to occupy and use said housing accommodations upon execution indicating acceptance of the terms and satisfaction of the conditions set forth in this Agreement. Student agrees to use Pacific housing accommodations in accordance with (a) all Federal, State and Local laws, (b) the terms and conditions set forth in this Agreement, and (c) the Pacific Honor Code, the Pacific Student Code of Conduct, the Pacific Catalog, the Campus Living brochure, publications of the Housing and Greek Life Office and all other Pacific publication, code, regulation or policy, as now or hereafter enacted collectively, ("University Policies.") All of which University Policies are incorporated herein by reference. Student will only use the housing accommodations in a reasonable manner including the reasonable use of all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities. When Student moves in, he/she will jointly inspect the Pacific housing accommodation with a Pacific representative and will jointly present a written report of any damaged condition to the housing accommodations.

Pacific reserves the right to assign students to rooms and apartments to make the most effective use of available space; to reason with students at any time during the Term, to consolidate students, and to not occupy unoccupied space in any residence hall, apartment, or Greek facility. This license is for a residential term and not a specific room. Students may request room assignments with specific individuals when applying for housing. Students will be requested to complete a roommate(s) preference survey and Pacific will request specific individual interests. Pacific will attempt to accommodate mutually requested room assignment requests, but cannot guarantee such accommodations. Students must not change assignments without the express written permission of the Pacific Housing and Greek Life Office.

3. Student Dining Plan: All students must have a dining plan. Student is required to participate in either the Pacific or a fraternities/sororities meal plan each term. Students residing in the residence halls and students residing in the fraternities/sororities who do not participate in a Pacific or fraternities/sororities meal plan must participate in at least a Silver Meal Plan. Students residing in the apartment communities must participate in a Silver Meal Plan. Pacific will transfer up to 300 unused dining points from the fall term to the spring term (fall term unused spring term and spring term to summer term for pharmacy term students). Unused points are forfeited at the end of the academic year or a result of contract terminations and exclusions. Except as specifically set forth above, all dining plans are nontransferable. Students may not transfer meal plan for a particular term in the event of transfer or change of status from a tenure status to a non-tenure status, full-time status to part-time status, or full-time status to part-time co-operative experiences. Meal plans are non-transferable. The Student Dining Plan will only be considered for medical or religious diets; students must first contact their religion leader, or participate in Pacific co-operative experiences. Meal plans are non-transferable. The Student Dining Plan is non-transferable. Additional meal plan rules published by the Housing and Greek Life Office, as now or hereafter enacted, are incorporated herein by reference.

4. Fees and Costs: For the accommodations assigned and dining points offered, Student agrees to pay Pacific the amounts listed as follows:
   4.1 Housing Reservation Deposit: A Housing Reservation Deposit in the amount of $250.00 is required of all students who have never lived in Pacific housing and is due upon execution of this Agreement. Student agrees to housing
   are not required to pay this deposit. This Housing Reservation Deposit will be credited to Student's Pacific account by the second week of the next semester of occupancy, except as stated in Section 6, "Breach, Termination, or Abandonment Fees." All Housing Reservation Deposits are non-refundable, unless Pacific is unable to honor the request for an on-campus housing. Student cancels enrollment with Pacific prior to May 1, 2015.

4.2 General Student Housing and Dining Fees: For the fall and spring terms, an student (except Pharmacy students) are required to pay a full housing and dining fee and a spring housing and dining fee for Pacific's established due dates. Rates are published prior to the beginning of the fall semester and are available from the Housing and Greek Life Office. Rates are subject to change by Pacific upon 90 days written notice to Student.

4.3 Pharmacy Student Housing and Dining Fee: For the fall, spring and summer terms, Pharmacy students are required to pay a full housing and dining fee, a spring housing and dining fee and a spring housing and dining fee for Pacific's established due dates. Rates are published prior to the beginning of the fall semester and are available from the Housing and Greek Life Office. Rates are subject to change by Pacific upon 90 days written notice to Student.

4.4 Nursing Student Housing and Dining Fee: For the fall, spring and summer terms, Housing students are required to pay a full housing and dining fee for the fall term and a spring housing and dining fee for Pacific's established due dates. Rates are published prior to the beginning of the fall semester and are available from the Housing and Greek Life Office. Rates are subject to change by Pacific upon 90 days written notice to Student.

In addition to the fees and costs described above, Student is responsible for direct payment of all costs including, but not limited to, telephone instruments, all telephone charges, computer hardware for connections to Pacific's internet and to the Internet, Pacific parking fees and premium cable television channels.

5. Prorated Charges: If Student contracts for Pacific housing for fewer than fall term, or if Student is released by Pacific from this Agreement including as a result of a breach, termination or abandonment by Student below, Student agrees to pay charges according to the following rules:

   a. Except as set forth in Section 5(b) below, Student agrees to pay housing fees on a prorated scale based on the number of days of occupancy and dining fees and meal plans on a prorated scale based on actual dining points used during the Term. This Agreement was in force and effect.

   b. If Student, check-in or signup within the first seven (7) days of the Term, Student agrees to pay housing and dining fees from the first day of the Term. If Student officially checks-in or signs up during the last twelve (12) days of the Term, Student agrees to pay housing and dining fees on a prorated scale basis.

6. Breach, Termination, or Abandonment: Fees: Pacific may terminate this Agreement at any time for any reason, condition, covenant, or provision of this Agreement is material and reasonable for the benefit of Student. Any breach of a covenant or condition, or provision of this Agreement constitutes a material breach of this Agreement. Breaches of this Agreement shall include, but are not limited to, (a) abandoning of premises by Student prior to end of the Term, (b) Pacific becomes aware that Student has a record of criminal conviction(s) or other actions, including but not limited to registration as an sex offender, or is considered a dangerous person indicating behavior that...
Could pose a risk to person or property, or could be injurious or otherwise objectionable. This document is provided in part to provide correct material information on student's admission document; however, the document does not violate any term or condition or any University Policy.

For any breach by a Responsible Party, Pacific may provide a Responsible Party with written notice describing the breach and demands that the Responsible Party cure the default within thirty (30) days. If the Responsible Party does not cure the default within the thirty (30) days, or if a cure is not possible, this Agreement automatically terminates with respect to the Responsible Party by sole agreement of both parties. Upon termination of this Agreement, any Responsible Party must pay the termination fee as specified in paragraph 6. Student is required to be re-admitted to Pacific university within six years of the date of Student's new agreement.

In the event of a breach by a Responsible Party that involves study abroad or a non-immediate travel fee, the Responsible Party shall be deemed to have violated any term or condition or any University Policy.

10. Appeal Process of Student: Students must appeal to their respective Responsible Party or to the Director of Housing Administration for resolution. If the appeal is denied, the student may request to be referred to the Appeals Committee. Any responsible parties must pay the termination fee as specified in paragraph 6. Student is required to be re-admitted to Pacific university within six years of the date of Student's new agreement.

In the event of a breach by a Responsible Party that involves study abroad or a non-immediate travel fee, the Responsible Party shall be deemed to have violated any term or condition or any University Policy.

11. Entire Agreement: This Agreement, including University Policies and all other referenced documents, is the final agreement between the parties concerning the matters covered by this Agreement or any other agreement. Any appeal made by the Responsible Party for execution of this Agreement shall be void and of no effect. Any appeal made by the student for the execution of this Agreement shall be void and of no effect. Any appeal made by the student for the execution of this Agreement shall be void and of no effect.

12. Petition: Students who agree to this petition shall be held to the full terms of this agreement. Failure to comply with any provision of this agreement shall be grounds for a petition to appeal, but such an appeal shall be reviewed by the Appeals Committee. No appeal shall be made from the decision of the Appeals Committee or from any other party to seek injunctive relief in addition to the remedies set forth in this agreement.

13. Additional Responsibilities: The Agreement is null and void if the student withdraws from any resident or non-resident housing or campus residence or campus facility.

14. Personal Property: The Agreement is null and void if the student withdraws from any resident or non-resident housing or campus residence or campus facility.

15. Entire Agreement: This Agreement, including University Policies and all other referenced documents, is the final agreement between the parties concerning the matters covered by this Agreement or any other agreement. Any appeal made by the Responsible Party for execution of this Agreement shall be void and of no effect. Any appeal made by the student for the execution of this Agreement shall be void and of no effect. Any appeal made by the student for the execution of this Agreement shall be void and of no effect.

16. Dispute Settlement: Student and Pacific agree that in the event of a dispute regarding the interpretation or application of this Agreement, the Executive Director for Housing Administration, or her designee, will act as the final arbiter of any disputes arising from this Agreement. The decision of the Executive Director for Housing Administration, or her designee, shall be final and binding. No appeal shall be made from the decision of the Executive Director for Housing Administration, or her designee, or from any other party to seek injunctive relief in addition to the remedies set forth in this agreement.

17. Other Important Terms:

a. Pacific reserves the right to notify the Responsible Party and to assign this Agreement to a third party as a null and void.

b. If a Responsible Party agrees to this agreement, the Responsible Party shall be held to the full terms of this agreement.

18. Petition: Students who agree to this petition shall be held to the full terms of this agreement. Failure to comply with any provision of this agreement shall be grounds for a petition to appeal, but such an appeal shall be reviewed by the Appeals Committee. No appeal shall be made from the decision of the Appeals Committee or from any other party to seek injunctive relief in addition to the remedies set forth in this agreement.

19. Waiver: The waiver by Pacific of any breach by Student or any Responsible Party under this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by Student or any Responsible Party of any other provision of this Agreement.

20. Expenses: Liability: Each Responsible Party is jointly and severally liable for the actions and inactions of each of the Responsible Parties.

21. Unaffiliated Terms: Pacific and Responsible Parties agree that Pacific is not responsible for acts or omissions of any person or persons other than Pacific or other Responsible Party to make payments to satisfy any requirements arising out of an alleged violation of this Agreement or any other person or entity. Pacific is not responsible for any actions or omissions of any person or persons other than Pacific or other Responsible Party to make payments to satisfy any requirements arising out of an alleged violation of this Agreement or any other person or entity.

IN WITNESS WHEREOF: This Agreement is executed, once it has been reviewed and approved by the Associate Director for Housing Administration, and is binding from the date set forth in section 18 of this Agreement.