

2021-2022 Academic Year Student Housing Agreement

THIS Student Housing Agreement (“**Agreement**”) is a license between the University of the Pacific (“**Pacific**”), and the individual named below (“**Student**”) and, if student is under the age of 18, their parents and/or guardians (collectively Student and guardians/parents are “**Responsible Parties**”). This license does not constitute a commitment of admission to Pacific and may be terminated under the conditions specified herein. Student is required to be a full-time, enrolled, matriculated, degree-seeking student at Pacific. Students who wish to include legally recognized spouses, registered domestic partners or any other legally recognized partnerships must present a valid, certified copy of a Certificate of Marriage, Certificate of Registered Domestic Partnership, or similar document issued by a government or other legally authorized authority in order to request the non-student party to share their licensed premises, subject to the approval of the Executive Director of Residential Life, Housing and Dining Auxiliary. Any exceptions must be authorized by the Executive Director of Residential Life, Housing and Dining Auxiliary or designee. Responsible Parties are urged to carefully read all terms and conditions of this Agreement.

Name: [Profile..Full_Name]

University ID Number: [Profile..University_ID]

Pacific Email: [Profile..Default_Email_Address]

1. **Term; Effective Date:**

a. Term. The term of this Agreement and license provided hereunder is for one “academic year” or any remaining balance thereof (“**Term**”). The academic year begins during the weekend proceeding the first day of class for the Fall term as stated in the published general term calendar or Pharmacy term academic calendar, whichever governs Student’s academic program, unless otherwise provided by the University. Unless terminated earlier as provided in this Agreement, the Term 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 of that academic year. 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 this Agreement. 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. This Agreement may not be terminated prior to the end of the Term except as provided in Section 6, “Breach, Termination or Abandonment; Fees.”

b. School Breaks. All Housing Accommodations (defined below), including fraternities and sororities, except the apartment facilities, are closed during the winter break period. The 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.

c. Effective Date. This Agreement is not effective until: (1) the Student submits a signed Agreement electronically; and (2) is assigned to a Housing Accommodation by Residential Life & Housing. Once the Student is assigned to a Housing Accommodation, the Agreement is effective as of the date and year listed next to the Responsible Party’s signature (“**Effective Date**”).

d. **Failure to Check-In.** Regardless of whether the parties have a signed Agreement, Pacific may cancel the reservation of any Student who fails to officially check-in to their assigned space before 9:00 AM on the first day of classes of each term/year, or if during the Term, 24 hours after the Agreement is signed, unless arrangements have been made with the Executive Director of Residential Life, Housing and Dining Auxiliary or designee. Official check-in involves acceptance of building and room/apartment keys and completion of a Room/Apartment Condition Report. Students who fail to officially check-in and make payment by the first day of the Term (or make other arrangements approved by Residential Life & Housing) will forfeit their space in the Housing Accommodations and the Non-Refundable Housing Pre-payment t.

2. Occupancy and Inspection: This Agreement is a license—a legally binding contract—that covers room and meal plan accommodations in Pacific on-campus housing consisting of residence halls, apartments, Greek houses or other affiliated housing (“**Housing Accommodations**”). As of the Effective Date, Pacific grants Student permission to occupy and use said Housing Accommodations at the beginning of the Term as set forth in Section 1(c). Student agrees to use Pacific Housing Accommodations in accordance with (a) all federal, state and local laws, rules and regulations (collectively, “**Laws**”); (b) all University policies, codes, publications, rules and procedures including, without limitation, the Pacific Honor Code, the Pacific Student Code of Conduct Policies, the Pacific Catalog, the Campus Living brochure, publications of the Residential Life & Housing office and all other Pacific publication, code, regulation or policy, as now or hereafter enacted (collectively, “**University Rules**”), and (c) the terms and conditions set forth in this Agreement. 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, they will jointly inspect the Pacific Housing Accommodation with a Pacific representative and shall give Pacific a written report of any existing damaged conditions to the room or apartment.

Pacific reserves the right to assign student rooms and apartments to make the most effective use of available space, to reassign Students at any time during the Term, to consolidate Students, and to use unoccupied space in any residence hall, apartment, or Greek facility. This license is for a residential space and not a specific room. Students may request room assignments with specific individuals and single rooms when applying for housing. Students shall complete a roommate(s) preference survey indicating their requests for specific individuals or interests. Pacific will attempt to accommodate mutually requested room assignment requests, but cannot guarantee such assignments. Students may not change assigned rooms without the express written permission of Pacific’s Residential Life & Housing office.

3. Student Dining Plan: All students residing in campus housing are required to participate in a Pacific Meal Plan during the Term. Students residing in the fraternities and sororities are required to participate in either a Pacific or a fraternity/sorority meal plan during the Term. Students residing in the residence halls, second year apartment communities and Students residing in the fraternities and sororities who do not participate in their fraternity/ sorority meal plan, must participate in at least a Silver Meal Plan. Students residing in the upper division, graduate, and professional communities must participate in at least a Bronze Meal Plan. Pacific will transfer up to 300 unused dining points from the fall term to the spring term (fall term to spring term and spring term to summer term for Pharmacy Students). Unused points are forfeited at the end of the academic year or as a result of contract terminations and exemptions. Except as specifically set forth above, all dining points are nontransferable. Students may not lower their meal plan after the beginning of the Term or other deadline date published by Residential Life & Housing.

Exceptions or reductions to the resident dining plan will only be considered for documented medical reasons, religious restrictions, or participation in Pacific co-operative experiences. Meal plans are not available during the general Pacific summer terms, but PacificCash™ is accepted. Additional meal plan rules published by Residential Life & Housing, as now or hereafter enacted, are incorporated herein by reference.

4. Housing Fees and Costs: For the accommodations assigned and dining points offered, Responsible Parties agree to pay Pacific the amounts listed as follows:

a. Non-refundable Housing Pre-payment. Responsible Parties agree to pay a Non-refundable Housing Pre-payment in the amount of \$150.00 if the Student has never lived in Pacific Housing Accommodations and is due upon the execution of this Agreement. Unless requested in writing by the University, Students returning to Pacific Housing Accommodations are not required to pay this Housing Pre-payment. This Housing Pre-payment will be credited to Student's Pacific account by the second week of the first semester of occupancy, except as stated in Section 6, "Breach, Termination, or Abandonment; Fees."

b. Room and Common Area Assessment. Responsible Parties agree to pay for all loss or damage, normal wear and tear excepted, caused to the floors, walls (including tacks, nails, and tape), windows, ceilings, appliances (if any), fixtures, furnishings, plumbing, electrical wiring, or other Pacific property in the Student's Housing Accommodation (whether caused by the Student, Student's Guest(s), Emotional Support and Service Animals, or otherwise). If Pacific cannot determine who caused such loss or damage, the residents of an apartment, building or floor may be held jointly and severally responsible for the loss or damage upon demand by Pacific. Responsible Parties agree to promptly pay to Pacific the labor and material costs of such repair and cleaning, prorated as deemed appropriate by Pacific among, if a room, each resident of the room, or if a common area, each resident who uses that common area. Responsible Parties will be charged a minimum of \$5.00 per semester if common area damages occur.

c. General Student Housing and Dining Fees. For the Term, Responsible Parties are required to pay a Housing and Dining Fee by Pacific's established due dates. Rates are published prior to the beginning of the fall semester and are available from the Residential Life & Housing office. Rates are subject to change by Pacific upon 90 days written notice to Student.

d. Keys. Student agrees to use all due care in maintaining keys to the Housing Accommodations and to Student's room and agrees to reimburse Pacific for all costs, such as key and lock replacement, associated with Student's loss or misuse of keys. Students may not dismantle, alter, or charge their keys or locks without the express permission of the Executive Director of Residential Life, Housing and Dining Auxiliary or designee.

e. Abandoning/Vacating Housing Accommodations Before End of Term. Any Student who abandons/vacates any Pacific Housing Accommodation before the end of the Term without an official, written, approved release from Residential Life & Housing will continue to be liable for all fees and charges arising during the Term.

f. Failure to Check-In. Students who fail to officially check-in and make payment by the first day of the Term (or make other arrangements approved by Residential Life & Housing) will forfeit their space in the Housing Accommodations and the Non-Refundable Housing Pre-Payment.

g. Other Costs. In addition to the fees and costs described above, Responsible Parties are responsible for direct payment of all costs including, but not limited to: Pacific parking fees and premium cable television channels, including applicable installation and repair costs associated with any such services.

5. Prorated Charges: If the Responsible Party contracts for Pacific Housing Accommodations for less than a full Term, or if Student is released by Pacific from this Agreement including as a result of a termination of the Agreement under Section 6 below for a cause other than Responsible Parties' breach of this Agreement, Responsible Parties agrees to pay charges according to the following rules:

- a. Except as set forth in Section 5(b) below, Student agrees to pay all applicable housing fees and costs (as described in Section 4, "Housing Fees and Costs") on a prorated scale based on the number of days of occupancy. Subject to Pacific's termination of the agreement, dining fee/meal plans will be refunded based on the balance of actual dining points used during the time this Agreement was in force and effect.
- b. If Student checks-in or signs-up 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-out during the last fourteen (14) days of the Term, Student agrees to pay housing and dining fees through the last day of the academic year.

6. Breach, Termination, or Abandonment; Liquidated Damages:

a. Pacific and Responsible Parties agree that every condition, covenant, and provision of this Agreement is material and reasonable. Any breach by a Responsible Party of a condition, covenant, or provision of this Agreement constitutes a material breach of this Agreement. Breaches of this Agreement shall include but are not limited to:

1. Abandonment of premises by Student prior to end of the Term (notwithstanding Section 5(b)),
2. Pacific becomes aware that Student has a record of criminal conviction(s) or other actions, including but not limited to registration as a sex offender, or is considered a dangerous person indicating behavior that could pose a risk to person or property, or could be injurious or disruptive to the residential community,
3. Failure to provide correct material information on Student's admission documentation,
4. Student withdraws, is suspended, or dismissed from the Housing Accommodation or Pacific; and
5. Student is found to have violated any term or condition of any Laws or University Rules.

b. For any breach by a Responsible Party, Pacific will provide a Responsible Party with a written three-day notice that describes the breach and demands that the Responsible Party cure the default, if a cure is possible. If a Responsible Party does not cure the default within the three days, or if Pacific ascertains a cure is not possible, this Agreement may be terminated by Pacific at its sole discretion. Upon termination of this Agreement for any reason, Student must vacate the Pacific Housing Accommodation immediately.

c. If this Agreement is terminated for any reason prior to the end of the Term, Responsible Parties forfeit to Pacific any Housing and Dining Fees for that academic year up to the prorated amount due under Section 5(a) above (if applicable), and Responsible Parties must pay the termination fee as required under

Section 6(d) below. Should Student be re-admitted to Pacific Housing Accommodations in future academic years, such forfeited Housing and Dining Fees will not be applied to Student's new housing agreement.

d. Liquidated Damages for Termination. Responsible Parties agree and understand that if their actions lead to termination of the agreement by Pacific, or if they voluntarily terminate the agreement themselves, this will cause Pacific to incur losses of types and in amounts which are impossible calculate with certainty. For this reason, Responsible Parties agree that "liquidated" (that is, predetermined) damages represent a fair, reasonable and appropriate estimate of Pacific's losses in that situation. When this happens, Responsible Parties agree that they shall be liable to Pacific for liquidated damages in the amount of Five Hundred Dollars (\$500.00) if the agreement is terminated for any reason between May 1, 2021 and July 14, 2021, and in the amount of One Thousand Dollars (\$1,000.00) if the agreement is terminated for any reason on or after July 15, 2021. Such liquidated damages are not intended as a penalty, and Responsible Parties shall pay them to Pacific without limiting Pacific's right to terminate this agreement for default as provided elsewhere in this agreement.

Notwithstanding the foregoing, this Agreement may be terminated and no liquidated damages will be owed by the Responsible Parties under the following conditions:

1. Student ceases to be a full-time student by reason of graduation, transfer, leave of absence, or termination of student status at Pacific;
2. Student withdraws from Pacific prior to be assigned to a Housing Accommodation;
3. Student marries or enters into a registered domestic partnership after the execution of the Agreement (proof of marriage or registered domestic partnership required – see Section 7(f) below);
4. Pacific terminates this agreement based on governmental orders or for purposes of health and safety of the Pacific Community; or
5. Other rare and extenuating reasons subject to the written approval of the Residential Life & Housing's Petition Review Committee and the Executive Director of Residential Life, Housing and Dining Auxiliary or designee.

Requests to terminate this Agreement under Section 6(d)(4) above are granted at the sole discretion of the Residential Life & Housing's Petition Review Committee and the Executive Director of Residential Life, Housing and Dining Auxiliary or designee under rare and extenuating circumstances and only after all other residential options have been explored.

7. Personal Property: Responsible Parties are responsible for all Student personal property and any damage to the Housing Accommodations, other personal property or any person caused by Student or Student's Guest(s) or the storage or use of the personal property in the Pacific Housing Accommodations, other Pacific buildings or on Pacific grounds. Pacific does not assume any obligation to pay for the loss of or damage to items of personal property of Student which occurs in the Pacific Housing Accommodations, in Pacific buildings or on Pacific grounds. Responsible Parties are encouraged to carry appropriate insurance to cover such losses and damages. Pacific assumes no responsibility for property left after abandonment of Pacific Housing Accommodations or termination of Agreement.

8. Entry and Room Search: Pacific will respect Student's right to be free of unreasonable searches and intrusions in Student's room/apartment, with reasonableness to be determined by Pacific in its sole discretion and in its efforts to protect the safety and health of persons and property. Notwithstanding the preceding sentence, authorized Pacific personnel may enter the Student's room/apartment under the following conditions:

a. Upon twenty-four (24) hours prior notice to the Student and approval from the Executive Director for Residential Life, Housing and Dining Auxiliary or their designee, authorized Pacific personnel may enter, search or prepare the Student's room/apartment for new occupants during normal Pacific business hours for reasons pertaining to:

1. health, safety, general welfare;
2. to make necessary repairs, improvements or preparation for new occupants for shared spaces. Students that share spaces are expected to not encroach upon shared bedroom space at any time. For shared common area space in the unit, University of the Pacific reserves the right for university personnel to prepare the room for a new occupant. This includes but is not limited to cleaning, removal of trash and all necessary tasks to prepare the space.
3. to ensure compliance with this Agreement including, without limitation, all University Policies.

b. Authorized Pacific personnel may enter and search Student's room/apartment without prior notice upon approval from the Executive Director for Residential Life, Housing and Dining Auxiliary or their designee if:

1. Student abandons or surrenders the residence,
2. prior notice is impracticable;
3. an emergency situation exists;
4. Pacific has reasonable concern for the current health of the student; or
5. Pacific has a reasonably perceived belief that a crime or violation of Pacific policy is occurring or has immediately occurred.

c. Authorized Pacific personnel shall enter and search Student's room/apartment if authorized or required under another University Rule or by Law.

d. Health and Safety Inspections are conducted in every Housing Accommodation at least once per semester with at least 24 hours prior notice to Student.

e. For the protection of Student and Pacific, Pacific may enter Student's room/apartment without notice for security purposes during breaks in the academic year.

f. Written notification will be left in the room/apartment whenever there has been entry without prior notice.

9. Maintenance of Premises: Student agrees to give reasonable care to the room/apartment, its furnishings and common areas and to make payment for any damage or loss caused by Student or Student's Guest(s) promptly upon demand by Pacific pursuant to Section 4(c) of this Agreement. The furniture and fixtures provided by Pacific for use in a particular room/apartment/common area may not be removed from the room/apartment without express written permission from the Executive Director for Residential Life, Housing and Dining Auxiliary or designee.

Student acknowledges that it is necessary to keep the room or apartment clean and take measures to prevent mold or mildew from accumulating in the room or apartment. Student is responsible for cleaning room or apartment on a regular basis and removing visible moisture from windows, walls and other surfaces.

Student agrees to report to the Residential Life and Housing Office 1) any evidence of water leak or excessive moisture in room or apartment or any common area; 2) any evidence of mold or mildew that cannot be removed with simple cleaning; 3) any failure or malfunction in the heating, ventilation or air conditioning system in the room or apartment; and 4) any inoperable doors or windows. The student agrees to take the above measures and any additional common sense measures to prevent accumulation of water until the University is able to assess and correct the problem area.

Student may not repair any damages to Pacific facilities or furnishings. Repair requests may be submitted in a variety of methods, including but not limited to: to the Residential Life & Housing office through Pacific's portal, <http://insidepacific.pacific.edu>, by email, phone, or in person. By submitting a repair request, Student grants Pacific personnel permission to enter, without prior written notice, their room/apartment in their absence to complete the requested repair.

10. Guests: A "Guest" is an individual who is not a resident of a particular room/apartment and who is present in a room/apartment at the invitation of a Student who resides in that room/apartment. Students are permitted to have guests in their rooms subject to the following conditions:

- a. Overnight Guests must have the approval of all residents of the room/apartment. Overnight Guests may not stay in common areas of a Housing Accommodation (e.g., lounges, hallways).
- b. Overnight Guests may stay in a Housing Accommodation for no more than three consecutive days and no more than four times each semester. Under rare and extenuating circumstances, an exception may be granted in writing by the Director for Residential Life & Housing or designee.
- c. Student must register overnight Guests who are not on-campus residents with the Residential Life & Housing office at least 24 hours before the Guest's arrival. Student must conform to the Guest registration process, as now or hereafter enacted, of the Residential Life & Housing office.
- d. No more than two concurrent overnight Guests may stay in each room or apartment at any given time.
- e. Student is responsible for the conduct of their Guest(s). Responsible Parties promise to make prompt payment for any damage or loss caused by their Guest upon demand by Pacific.
- f. Guests will observe all University Policies and promptly comply with the directions of all Pacific employees, including Resident Assistants and Residence Directors. Any Guest found in violation of any University Rule may be removed from the housing accommodation, and may be denied further visiting privileges.
- g. Any Student who hosts a Guest in violation of this Agreement or other University Rule is subject to judicial sanctions, may be evicted, and Responsible Parties will be liable for any charges under Sections 4, "Housing Fees and Costs" and 6, "Breach, Termination, or Abandonment; Fees."
- h. Pacific reserves the right at its sole discretion to withdraw Student's Guest privileges.

11. Prohibition of Pets; Emotional Support and Service Animals:

a. Student agrees not to possess, secret, or harbor any animal as a pet in on-campus housing except for tropical, nonpoisonous fish in a fish tank no larger than 5 gallons. In the event Student possesses, secrets, or harbors such an animal in on-campus housing in violation of this Agreement, Student agrees to immediately remove the animal, pay a charge equal to the actual cost of cleaning Student's residence, Greek house room or the entire apartment and any common areas and pay a \$300 administrative fee per incident as liquidated damages. If Student fails to immediately remove the animal, Pacific will terminate this Agreement and Responsible Parties agree to pay the fees and costs set forth in Sections 4, "Fees and Costs" and 6, "Breach, Termination, or Abandonment; Fees." Further, Pacific may deny Student the opportunity to live in campus housing in the future.

b. Notwithstanding the foregoing, Emotional Support and Service Animals (as those terms are defined in the Office of Services for Students with Disabilities (SSD) Student Policy Manual) are not considered "pets." Students seeking to reside in Housing Accommodations who use the services of an Emotional Support Animal or Service Animal should contact the SSD as soon as practically possible to aid the University in housing logistics and planning (e.g., roommate matching or single room requests). Qualified Students who reside in Housing Accommodations must comply with the SSD Student Policy Manual which provides the University's policies applicable to Emotional Support and Service Animals.

12. Prohibition of Firearms, Weapons, Explosives, Fireworks And Inflammables: Student agrees to not possess, carry, hold, secret, keep, or use firearms, air pistols/rifles, "bb" guns, slingshots, bow and arrows, explosives, fireworks, candles, incense, flammable fluids or gases, dangerous chemical mixtures, propelled missiles, smoke bombs, sparklers, large knives, martial art or other weapons, and other inflammables in on-campus housing or on Pacific-owned or controlled property. Student understands that this policy is strictly enforced and violations will result in disciplinary action which may include suspension or expulsion from on-campus Housing Accommodations or the University.

13. Additional Prohibitions: Student agrees to adhere to all Tiger Lore (go.pacific.edu/TigerLore) requirements including those rules specific to Residential Life regarding the prohibition of certain actions or certain items that cannot be maintained in or around on-campus Housing Accommodations.

14. COVID-19 Specific Risks and Prohibitions: Student agrees that they have read and will abide by all terms in the Notice of Risk attached hereto as Appendix "A", and specifically incorporated by reference to this agreement. Responsible Parties agree that any variance from the terms of the Notice of Risk are grounds for immediate termination of this agreement, subject to fees under Section 6(d), and other possible disciplinary action by the Office of Student Conduct and Community Standards.

15. Unsatisfied Financial Obligations: In addition to being a material breach of this Agreement under Section 6 above, unsatisfied financial obligations of Responsible Parties under this Agreement will also result in Pacific withholding from Student all University services including, without limitation, instruction, scheduling, registration, grades, transcripts, and diplomas until Student's account has been

settled. If Responsible Parties fail to make payments necessary to satisfy any outstanding balance, the account will be turned over to an outside collection agency. Responsible Parties agree to be responsible for all collection costs and reasonable attorney fees and costs associated with the collection of any outstanding financial obligations. Available excess balances in student housing or dining accounts may be used to offset other financial obligations to Pacific.

16. Entire Agreement; Amendment: This Agreement, including University Rules and all other referenced documents, is the full, complete, sole, final, and exclusive agreement of the parties concerning the matters covered by this Agreement and the rights granted and duties undertaken as between the parties. Any statement, representation, promise, or undertaking made prior to or contemporaneously with the execution of this Agreement shall be void and of no effect. Any statement, promise, or representation made to or by any party, or made to or by an employee, attorney, servant, agent or representative of any party, respecting the matters set forth in this Agreement shall not be valid or binding as to these parties unless it is specifically contained in this Agreement or the University Policies. Except as otherwise set forth in this Agreement, any amendment to the terms or conditions of this Agreement shall be of no force and effect, except for a subsequent amendment being reduced to a writing and signed by the parties to this Agreement. Notwithstanding the forgoing, Pacific may amend or modify any University Rule in its sole discretion.

17. Dispute Settlement: Responsible Parties and Pacific agree that in the event of a dispute regarding the interpretation or application of this Agreement (“**Dispute**”), the Student and the Executive Director for Residential Life, Housing and Dining Auxiliary or designee shall meet in good faith with the Responsible Parties to try and resolve the Dispute. Any Dispute not resolved through such a meeting shall be resolved in accordance with the procedures set forth in the Tiger Lore Policy (“**Pacific Grievance Resolution Procedure**”). The dispute settlement procedures set forth in this Section 17 are meant as a complement to other student disciplinary procedures set forth in University Policies and are not meant to replace or amend any such disciplinary procedures or other rights available to Student under any other University Rules. Only upon final conclusion of the Pacific Grievance Resolution Procedure, may a party dissatisfied with the resolution of the Pacific Grievance Resolution Procedure seek judicial resolution of the Dispute as set forth in the next sentence of this Section 17. Notwithstanding the forgoing, the parties agree that all injunctive relief and any post Pacific Grievance Resolution Procedure must be brought against a party in the California Superior Court for the County of San Joaquin or the United States Court for the Eastern District of California, as applicable, and each of the parties consents to the jurisdiction of such courts and waives any objection to venue laid therein. Process may be served on any party anywhere in the world. Each party agrees that a violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to the remedies set forth above.

18. Other Important Terms:

a. No assignment, transfer or sub-license. Responsible Parties acknowledge and agree they shall not assign or transfer their interests under this Agreement, or sub-license or allow any person other than the licensed Student to occupy any portion of the assigned room/apartment without the prior written consent of Pacific, which consent Pacific may withhold in Pacific’s absolute discretion. Any such attempted assignment, transfer, or sublicense without prior written consent shall be void, and, at the option of the Pacific, shall void this license and terminate this Agreement, and Responsible Parties shall be liable for fees under Section 6(d) of this agreement.

b. Agreement is nontransferable and cannot be assigned. Any attempt by a Responsible Party to assign this Agreement to a third party is null and void.

b. Locks. Student may not change or add any lock to the Housing Accommodation. Student may request Pacific to change or add a lock at additional cost to the Responsible Parties.

c. Parking. Student agrees to park vehicles only in designated parking areas and not on walkways, lawns, fire lanes or roadways.

d. Parental/Guardian Notification. In the event Pacific reasonably believes that Student has gone missing, has become seriously ill, or has otherwise become incapable of effectively caring for themselves, Student authorizes Pacific to notify their designated contact(s) (and their parents or guardians if no such contact is designated) that the Student may be missing. Student hereby expressly waives the relevant provisions of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99) and any other relevant Law to effectuate the purposes of this sub-section.

e. Notices. Except as otherwise expressly provided by Law, any and all notices or other communications required or permitted by this Agreement or by Law to be served on or given to either party to this Agreement by the other party shall be in writing and shall be deemed to be served.

a. when personally delivered to the party to whom the notice is directed,

b. on the date sent via e-mail to the person's University-provided e-mail address, or

c. on the third (3rd) business day after the written notice is deposited in the United States mail, first class postage prepaid and, in the case of a notice to Student, addressed to Student at their on campus address and to Pacific at Residential Life & Housing, McCaffrey Center, 3601 Pacific Avenue, Stockton, CA 95211.

In the event of notice being provided in more than one of the methods designated above, notice shall be deemed served on the earliest to occur of the effectively served notices methods. Any notice provided to any one Responsible Party in accordance with the terms of this Section 18(e) shall be deemed a notice provided to all Responsible Parties.

d. Waiver: The waiver by Pacific of any breach by Student or any other Responsible Party of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by Student or other Responsible Party either of the same or of another provision of this Agreement.

e. Responsible Party Liability. Each Responsible Party is jointly and severally liable for the actions and inactions of each of the other Responsible Parties.

19. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality, and unenforceability of the remaining provisions will not in any way be affected or impaired thereby.

20. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this agreement (except for a failure to pay) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to (a) strikes, slowdowns, or

labor disputes, (b) severe weather or climatic conditions, (c) riots or the other acts of civil commotion, (d) war, (e) acts of terrorism, (f) epidemics, pandemics, and other regional, national or international public health emergencies (g) governmental actions, restrictions or requirements, (h) power failures, and/or (i) other unforeseen events, catastrophes or disasters beyond the reasonable control of either Party. If this agreement is validly terminated due to a Force Majeure event, neither party shall be responsible to the other for any loss or damages including, without limitation, the payment of any costs incurred.

21. Counterparts. This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument.

22. Electronic Signatures. Each party agrees that the Electronic Signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual/wet signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as may be amended from time to time.

IN WITNESS WHEREOF, this Agreement is hereby signed by the Responsible Party (-ies) and shall become effective once the Student is assigned to a Housing Accommodation by Residential Life & Housing.

RESPONSIBLE PARTIES:

Electronically Signed by [Profile..Full_Name]

(University ID #: [Profile..University_ID]) on [Feature..Current_DateTime].

If Student is under the age of 18:

Electronically Signed by [Contact.4Guardian.First_Name]] [[Contact.4Guardian.Last_Name]

UNIVERSITY OF THE PACIFIC:

Joe Berthiaume, PhD, Executive Director of Residential Life, Housing and Dining Auxiliary

APPENDIX “A” NOTICE OF RISK

You have requested permission to live in University student housing for the 2021-2022 academic year. While living in student housing, you will be exposed to certain risks, and it is vital that you understand those risks. When you submit your signed Housing Agreement, you are acknowledging acceptance of these risks. **You will not be allowed to live in university housing unless you accept these risks.**

Therefore, we need you to understand that the following risks and conditions will apply to your on-campus student housing:

1. The university is subject to regional, state, and federal health department oversight in connection with its housing of students, and you understand that the university is obligated to respond as directed by such authorities.
2. You will be required to comply with university campus social distancing policies and guidelines. This will be a matter of university policy and will also be a term of your housing agreement.
3. You understand that by residing in on-campus housing, it is possible you may be exposed to, and be infected with, the Covid-19 virus.
4. Ultimately you shall be solely responsible for obtaining any medical care you may require.
5. The public health situation may worsen, or the university may be required to take further actions to reduce the number of people living in university housing. In such an event, you may be required to vacate on-campus student housing immediately at the direction of the university.
6. If you are diagnosed with COVID-19 symptoms you will be required to self-isolate. You may be required to live elsewhere or travel home. The university cannot guarantee you will be able to self-isolate or quarantine safely in on-campus student housing. However, there is a risk that it may be difficult, if not impossible, to find other living quarters, on-campus or elsewhere if that happens.
7. Travel during a time of pandemic may become far more difficult if travel restrictions are imposed or if transportation becomes more limited.
8. If you test positive for infection by the Covid-19 virus, or if it is believed you have been exposed to someone infected by the virus, you may be required to self-isolate or quarantine in compliance with regional, state and federal guidelines. **It will be your responsibility to make arrangements to self-isolate or quarantine, and you may be required by local or federal authorities to quarantine in designated facilities with other infected or quarantined people.**
9. Student Health Services will serve in a consultative role for students. Student Health Services will offer telehealth consultations. Student Health Services healthcare staff will make referrals for off-campus medical visits with community-based healthcare providers as warranted. Students who test positive or have symptoms that require face-to-face medical treatment will be referred off-campus.
10. The university may need to consolidate or relocate residents for operational or health-related reasons, or at the direction of authorities. The university does not guarantee that you will remain

in your room assignment. The university may move you at any time (and multiple times) to other on-campus student housing in its sole discretion and without notice.

When you submit the 2021-2022 Housing Request Form, you are acknowledging and accepting the risks we have set out here.

End.