

# Housing Contract Terms and Conditions (2018-2019)

## 1. CONTRACT INTRODUCTION

1.1 These Terms and Conditions are incorporated by reference into all housing contracts and are binding upon contract submission. These Terms and Conditions shall remain in full force and effect until the end of the contract period, subject to the reservation of rights below. Housing contracts are binding for the academic year (fall and spring semesters). This includes residents who graduate from Seaver College and transfer into a Pepperdine graduate program or participate in dual degree programs. Spring and summer contracts are binding for that single academic term. It is the responsibility of the resident to retain a copy of these Housing Contract Terms and Conditions.

In the online Housing Portal, you must accept these terms and conditions of the e-contract in order to select on campus housing. This means that you have read, understand, and agree to all of the terms and conditions of the e-contract.

This e-contract will become legally binding for both parties when (A) the Housing Office receives the accepted e-contract online and (B) a placement is made by the Department of Housing and Residence Life or selected by the resident or one of their linked roommates.

Undergraduate students will be assessed up to a \$900 contract cancellation fee upon cancellation of the housing contract after a placement has been made by the Department of Housing and Residence Life or selected by the resident or linked roommates (see 11).

New graduate students will forfeit the \$500 non-refundable prepayment upon cancellation of the housing contract after being placed in a housing assignment.

Returning graduate students will be charged a \$500 cancellation fee upon cancellation of the housing contract after being placed in a housing assignment.

## RESERVATION OF RIGHTS

1.2 While Housing and Residence Life will attempt to honor an individual's housing request, there is no guarantee that such accommodation will be made. This includes roommate changes, placement changes, requests for single rooms, or special accommodations. The resident is not permitted to take in boarders or roommates not assigned by Housing and Residence Life.

1.3 The University, in its sole and absolute discretion, shall have the right to reassign a resident or cancel a contract at any time when in the best interest of the residential community. This means that a student may be reassigned to a different room, or removed from on campus housing, with little to no notice.

1.4 The University, in its sole and absolute discretion, shall have the right to deny housing to any resident whose conduct has been deemed by the University as unsuitable to community living as described in the resident handbook. When invoking the reservation of this right, the University will provide the resident with reasonable notice that the resident's housing contract will not be recognized for any, or all, following semesters. Residents who are dismissed from University housing prior to the

end of the contractual period will be responsible for any remaining monetary charges and will be ineligible for reimbursement.

1.5 Withdrawal from the University, graduation\*, marriage, military deployment, or acceptance to a Pepperdine International Program are the only accepted reasons for canceling this contract. The resident must notify the Housing Office via their Pepperdine e-mail account of their intent. Residents who withdraw from school must also notify the OneStop Office and officially check out with Housing and Residence Life.

*\*This excludes residents who complete courses at Seaver College between semesters and begin a Pepperdine graduate program and those participating in dual degree programs. Maintaining enrollment at Pepperdine University will render the contract binding for the full academic year.*

1.6 Date of official withdrawal from housing will be based on the date when official notification of withdrawal from the university has been received and all personal belongings have been removed and a walkthrough of the living area performed.

1.7 By submitting a housing application or e-contract you agree to and authorize Housing and Residence Life to retrieve personal data including, but not limited to, GPA and number of completed units for purposes of determining housing eligibility.

## 2. ELIGIBILITY

### ELIGIBILITY FOR UNIVERSITY HOUSING

2.1 To be eligible to live in University housing at the Malibu campus during the academic year (fall and spring semesters), the resident must be an enrolled Pepperdine student during each semester of occupancy and be in good academic and financial standing. Full-time students are given priority in the housing assignment process.

2.2 Residents who fall below full-time enrollment status during their contract are still bound to the terms and conditions of the housing contract for the full academic year.

2.3 Residents living on campus for the fall term who do not complete their enrollment by the spring enrollment deadline are not eligible for on campus housing. These residents will be required to remove all of their belongings and check out with their Resident Advisor at the end of the fall semester.

2.4 All new undergraduate residents are required to live on campus and have a meal plan for four semesters, and including all transfer residents who are required to live on campus for the entire academic year. The only exception applies to spring transfer residents who are required to live on campus for one semester (the spring term when they begin Pepperdine).

2.5 The Housing Office does not evaluate financial aid. Exceptions to policy are not made based on financial need.

2.6 In compliance with relevant federal and state civil rights legislation, the University does not discriminate on the basis of age, race, creed, color, disability, sex, developmental disability, national origin, ancestry, marital status, arrest record, or conviction record.

### 3. DISABILITY AND ACCOMMODATIONS

The Housing Office works in collaboration with the Office of Student Accessibility who approves and facilitates accommodations for residents with disabilities, and for residents requesting accommodations. If you have a disability, or if you suspect that you have one, please contact the Office of Student Accessibility as soon as possible. Accommodations received after the posted deadlines will be met based on availability.

### 4. LENGTH OF CONTRACT

Limited housing is available during non-academic periods between semesters. Any resident wishing to remain on campus during these periods must obtain advanced approval from the Housing Office. Residents approved to remain in campus housing before or after the contract period may be required to move to a different room and may incur additional housing charges. Residents are required to secure their own meals, as meal plans are not available and dining facilities will be limited.

4.1 Academic Year – This contract begins on the first day of New Student Orientation (NSO) for new incoming residents and on the first day of returning resident check in for each academic program. This contract extends through the entire academic year until the designated move out date for each academic program.

The contract cannot be canceled except under the conditions cited in the CANCELLATION section of this contract.

4.2 Spring Admits – For residents admitted for the spring semester, this contract begins on the first day of New Student Orientation for incoming residents in January for each college or program. This contract extends through second semester until the designated move out date for your academic program.

The contract cannot be canceled except under the conditions cited in the CANCELLATION section of this contract.

4.3 Winter Interim – Current undergraduate residents who choose to remain in on campus housing will be charged an additional fee as Seaver College is closed during this time. Additionally, each resident must pre-register prior to the posted deadline.

Graduate residents who choose to remain in on campus housing will not be charged an additional room rental payment. However, each resident must pre-register prior to the posted deadline.

4.4 Contract Assignment- This contract is non-transferrable. Residents may not 'sublet' any part of the university housing facilities.

### 5. THE UNIVERSITY SHALL

The University agrees to provide housing to the resident under the terms and conditions herein stated and as described in the information materials which are by reference made a part of this contract. Those information materials include fee schedule, Housing and Residence Life Policies and Procedures, and Pepperdine Student Policies (Code of Conduct, Code of Ethics, Policies and Procedures, and Disciplinary Procedures).

## 6. THE RESIDENT SHALL

The resident agrees to make payment of all fees specified in the CHARGES AND PAYMENT section of the contract, and to observe all Housing and Residence Life Policies and Procedures, and Pepperdine Resident Policies (including, but not limited to, the Code of Conduct, the Code of Ethics, the relevant Academic Catalogs and/or Student Handbooks, and other applicable Policies and Procedures including; Disciplinary Procedures), which are by reference a part of this contract, and to honor the terms and conditions stated in this contract.

## 7. CHARGES AND PAYMENT

7.1 The resident's account will be charged for room and board (if applicable) fees at the beginning of each semester.

7.2 The University reserves the right to adjust room rates, and the resident agrees to pay the rates as adjusted.

7.3 Payment will be made in accordance with the Student Accounts payment schedule.

7.4 Failure to satisfy the financial obligations accrued under this contract may result in the following: denial of issuance of transcripts; denial of enrollment; or removal or suspension from on campus housing, all of which would be pursuant to University rules and regulations governing the imposition of these sanctions.

## 8. REFUND AND FORFEITURE POLICIES

### DISPUTING CHARGES

8.1 If a resident believes a housing or meal plan transaction has been posted to their account in error, they may submit a petition to the Housing Office. After researching the resident's inquiry, the Housing Office will contact the resident with the resolution. If a transaction has been posted to the account in error, a correction will be made to the account. The resident will be responsible for any resulting late fees or finance charges on their resident account.

### FORFEITURE OF PREPAYMENT

8.2 A resident not fulfilling the length of the contract will result in either the charging of a contract cancellation fee or the forfeiture of the non-refundable prepayment under the following circumstances:

- A. Voluntary withdrawal from Pepperdine University
- B. University disciplinary action, including suspension from on campus housing
- C. Denial of admission or academic dismissal

8.3 A resident who withdraws from enrollment at Pepperdine University during the term of the contract receives a prorated refund of room rental charges, provided that the resident has properly withdrawn from Pepperdine University and properly checked out of their assigned space.

8.4 Refunds will not be granted for temporary suspension of housing services that result from an exigency (see 12.4).

## 9. MEAL PLANS

9.1 Meal plans are required for all residents residing in suite-style housing including Seaside Hall and Rockwell Towers. All first and second year residents are automatically enrolled in the standard meal plan of Waves 1735.

9.2 Upperclass student residing in areas without an in-unit kitchen may purchase an optional meal plan.

9.3 Residents may increase their meal plan at any time. Residents may decrease or cancel their meal plan by 5PM on the last day of the Add/Drop period for that semester.

9.4 Meal plan usage and dining facilities may be unavailable or limited outside of contract periods or during academic recesses.

9.5 Students are required to show their student I.D. card when purchasing food on campus. Students may purchase food for friends and relatives but must be present to purchase the food.

## 10. ASSIGNMENT POLICY

### CAMPUS HOUSING ROOM RESERVATION PROCEDURES

10.1 First and second year undergraduate students are required to live on the Malibu campus and will be automatically bound by the terms and conditions of this contract as part of their student status.

10.2 The non-refundable housing prepayment for new graduate residents is \$500. If the University cannot provide housing due to space limitations or eligibility, the non-refundable housing prepayment will remain on the account and be applied toward other University charges.

10.3 Confirmation of room assignments can be found via the online Housing Portal once assignments have been processed. The check in date, which is the earliest date a resident may take occupancy of a contracted room, may be found on the Housing and Residence Life website. Students occupying campus housing prior to their check in date will be subject to a fine and additional room charges.

10.4 Students not required to live on campus who wish to cancel their housing application/contract before they have reserved a space must submit their request via the online Housing Portal.

10.5 Withdrawal, Graduation\*, Marriage, Military Deployment, or Pepperdine International Program residents: Residents withdrawing, getting married, actively serving in the military, participating in a Pepperdine International Program or graduating from Pepperdine University will be released from this contract without penalty. The resident must notify the Housing Office via their Pepperdine email account of their intent. The resident's housing contract will be canceled upon confirmation of the resident's status by the Housing Office.

*\* This excludes residents who complete courses at Seaver College between semesters and begin a Pepperdine graduate program and those participating in dual degree programs. Maintaining enrollment at Pepperdine University will render the contract binding for the full academic year.*

10.6 Residents who move off campus without approval from the Housing Office are responsible for the contracted housing charges and, if applicable, meal plan charges for the full contractual period.

10.7 At the time of initial assignment, a reasonable attempt will be made to assign you to the residential and community preferences you selected on your online e-contract. Failure to honor your preferences will not void this contract. The University reserves the right to change room or hall assignments, to assign roommates or fill vacancies within any on campus housing.

10.8 Housing accommodation requests will be honored only if availability permits **and** the Office of Student Accessibility requirements are met.

## ROOM CHANGES

10.9 After a student has reserved a space, the room assignment may be changed only with prior authorization of the Resident Director **and** the Assignments Coordinator.

## 11. CANCELLATION BY STUDENT

The undergraduate resident which cancels a contract on or before the below dates will be charged the following cancellation fines:

Upon Room Reservation	\$250
5/1	\$500
6/1	\$600
7/1	\$700
8/1	\$800
8/28	\$900
No-show	\$900

Request for cancellation must be received via the Housing Portal. Graduate students who withdraw from Pepperdine University will forfeit the entire \$500 non-refundable housing prepayment.

## 12. CANCELLATION BY UNIVERSITY

If a resident becomes ineligible to hold this contract due to a loss of student status, whether voluntary or involuntary, cancellation of this contract is mandatory.

### APPLICATION

12.1 Residents not enrolled in classes as determined by OneStop lose eligibility to live in University housing immediately. Non-enrolled and withdrawing students will be subject to the cancellation fee schedule and charges for dates occupied. Residents who withdraw must notify OneStop and officially check out with Housing and Residence Life.

12.2 In the following situations, a resident is eligible to apply through Housing and Residence Life to the Director of Housing or a designee for a contract cancellation:

A. Medical or Health Concerns: If a resident has a severe medical or health concern which is directly related to campus housing, the resident may petition to be released from the contract, if this need cannot be accommodated in a different on campus housing. The resident must work directly with the Office of Student Accessibility (OSA) for a housing accommodation and present documentation per OSA instructions.

12.3 All students submitting a housing contract will be obligated to have reserved on campus housing for the entire year. They are not eligible to be released from the contract at mid-year or any time during

the year. This contract is binding for the entire academic year, and/or summer sessions, for those who enter into it and reserve a space. Contract cancellation and release outside of approved reasons in Section 10.5 is not available during the academic year.

#### TERMINATION BY THE UNIVERSITY

12.4 In addition to any other terms and conditions set forth herein, the University may terminate this contract (in addition to other available remedies) and revoke the student's right to occupy his or her room (including denying access to the room) for any of the following reason:

- A. Exigency. The University may terminate or temporarily suspend performance of any part of this contract without notice in the event an exigency would make continued operation for the Housing and Residence Life non-feasible.
- B. Monetary Breach. A failure of the student to pay any fees or other amounts due to the University under this contract.
- C. Violation of Community Standards. Violation of University Community Standards may be grounds for University disciplinary action and termination of the housing contract.
- D. Removal and Suspension. Residents may be removed or suspended from campus housing for failure to comply with University regulations, or if their actions are found to be detrimental to the welfare of other residents. Residents removed or suspended from housing may be prohibited further access and/or visitation in campus housing.
- E. Failure to Comply with the Contract. If the resident fails to comply with any portion of this contract, the University may cancel this contract using appropriate notice.
- F. Health, Safety, General Welfare or Emergency. If the University finds, in its sole and absolute discretion, that such action is appropriate for health, safety, general welfare of its students and the campus community.

### 13. FACILITY POLICIES AND PROCEDURES

13.1 A full list of facility policies and procedures can be found in Student Policies via the Pepperdine website. This is not intended to be an exhaustive list. Residents should recognize that reserved rooms and common areas are University property and therefore residents may not make modifications or additions to the residential facility. Violation of facility policies may result in fines, disciplinary action, and/or loss of housing privileges.

Residents agree to make no substantial alteration to their assigned space including but not limited to painting, rebuilding, removing, or repairing anything found in the housing assignment without prior approval from the Director of Housing Operations, the Director of Facilities Services, and Planning, Operations, and Construction.

#### RESIDENT RESPONSIBILITY

13.2 All residents are jointly responsible for the protection of the living area, its furnishings, and its equipment. When the University cannot identify the person(s) responsible for damages, residents will share in the payment for those damages, including charges for labor and materials. Charges for damages

will be assessed as they occur throughout the semester and will appear on the resident's financial account (minimum \$5 charge). Disciplinary action will be taken when appropriate.

13.3 We have inspected your residential living environment prior to your move in date and know of no damp or wet building materials and know of no visible mold or mildew contamination. Molds are a naturally occurring microscopic organisms which reproduce by spores. Mold is found virtually everywhere in our environment, both indoors and outdoors. You are notified, however, that mold can grow if your residential living environment is not properly ventilated or maintained. If moisture is allowed to accumulate in your residential space, it can cause mildew and mold to grow.

It is important that you regularly allow air to circulate in your residential space. You agree to keep the interior of the residential space clean and to notify us promptly of any leaks, moisture problems and/or mold growth. You agree to maintain the residential space in a manner that prevents the occurrence of an infestation of mold or mildew. You agree to uphold this responsibility by:

- a. keeping the residential space free of dirt and debris,
- b. apartment residents will clean all toilets, sinks, countertops, showers, bathtubs and tile or linoleum floors with a household cleanser at least every other week,
- c. immediately reporting any water intrusions, such as plumbing leaks, drips or "sweating pipes,"
- d. immediately notifying of overflows from bathroom, kitchen or laundry facilities,
- e. immediately reporting any visible mold growth on surfaces inside your residential space,
- f. using bathroom fans while showering or bathing and report any non-working fan,
- g. using exhaust fans when cooking, dishwashing, or cleaning,
- h. using reasonable care to close all windows and other openings to the residential space to prevent outdoor water from coming into the living space,
- i. cleaning and drying any visible moisture on windows, walls, and other surfaces, including personal property as soon as reasonably possible (note: mold can grow on damp surfaces within 24 to 48 hours), and
- j. immediately notifying of any problems with the air conditioning or heating systems that you discover (if applicable).

## 14. LIABILITY: FORCE MAJEURE

The University assumes no responsibility for failure to perform any terms or conditions of this contract due to circumstances beyond its control.

Pepperdine University and Housing and Residence Life are not liable for property belonging to residents which may be lost, stolen, or damaged in any manner that may occur on the premises. Residents assume total liability for any injury, damage, property loss, or expense resulting from modifications to the room completed by the residents. Personnel of the University may order the immediate removal of room modifications found hazardous to personal safety or that pose a fire hazard. Decisions regarding safety or fire hazards are made exclusively by housing personnel.

Residents agree to make no substantial alteration to their assigned space including but not limited to painting, rebuilding, removing, or repairing anything found in the housing assignment without prior

approval from the Director of Housing Operations, the Director of Facilities Services, and Planning, Operations, and Construction.

## 15. DAMAGES AND COSTS

### RENTERS INSURANCE

15.1 The University does not carry insurance covering personal property. Therefore, residents are strongly encouraged to obtain their own renter's insurance to cover personal property. The University is not liable and shall assume no responsibility for losses, damages, or injuries of any sort occurring to personally owned property, furniture, or resulting from equipment malfunction or failure, or of any cause whatsoever. The University shall assume no responsibility for theft, destruction, or loss of money, valuables or other personal property belonging to, or in the custody of, the resident for any cause whatsoever, whether such loss occurs in the resident's room, storage area or public areas.

15.2 The resident agrees to pay for any damages, lost property, or unnecessary service costs caused by them to Housing and Residence Life because of the resident's neglect or intent.

15.3 The resident will be billed for damage to the building and for damaged or missing furniture or equipment.

15.4 Where two or more residents occupy the same room, and responsibility for damage or loss in the room cannot be ascertained by the University after having given the residents an opportunity to explain the damage or loss, the cost of damage or loss will be divided and assessed equally between the residents of the room. In the case of loss, damage, or unnecessary service costs to common areas of the building, defined as being those areas not assigned to an individual, the cost of repair and/or replacement may be assessed to each resident of the suite, apartment, or hall.

## 16. VACATION PERIODS

### AUTHORIZED OCCUPANCY OUTSIDE OF CONTRACT DATES

16.1 All of the provisions of this agreement remain in effect for residents who obtain proper authorization and approval by the Director of Housing Operations for early check in, late move out, as well as during academic breaks. Residents who are authorized to check in early or stay late are responsible for applicable early arrival or late departure fees.

### UNAUTHORIZED OCCUPANCY

16.2 If a resident occupies a room or residence without authorization at any time outside of the contract dates (e.g., before the scheduled check in date, after the scheduled move out date, or after the resident's eligibility has ceased) the resident will be charged an unauthorized occupancy fee up to \$250 as well as daily fees for each day or portion thereof outside of the contracted term. The space is not considered completely vacated until all of the belongings are removed and a walkthrough of the living area performed. Residents may not remain as a guest in the space after move out. Occupying a room or residence without authorization may also result in the revoking of current and/or future housing privileges and/or assessment of daily fees.

16.3 Allowing a roommate or apartment-mate access to a room prior to the scheduled check in date may also result in assessment of fines and/or withdrawal of current and/or future housing privileges.

16.4 Rooms are to be occupied only by the residents assigned to that room, except in the case of guests. Guests must abide by all University regulations, receive approval from their hosts, and register through Residence Life staff. Out of respect for the room/apartment-mates, residents should host guests on a limited basis; guests may not occupy or use residential facilities for more than two consecutive nights, and no more than six nights per semester.

16.5 The University reserves the right to refuse permission to house overnight guests. Guests are expected to abide by Federal, State and County laws. Residents are responsible for the actions of their guests and for ensuring that guests abide by University rules and regulations.

## 17. VACATING

If this contract is cancelled for reasons outlined in sections 1, 8 and 10, the resident will vacate the on campus housing within 24 hours after the cancellation of this contract.

## 18. CHECK IN AND CHECK OUT

### CHECK IN

18.1 Upon checking in to campus housing, each resident will complete and submit a room condition form which will be an accurate and complete inventory of the assigned room and the condition of its contents. Any check out charges assessed will be based on the initial inventory.

### MOVE OUT

18.2 Residents must follow specific procedures when officially vacating a space. This information is distributed prior to move out and should be read carefully. Housing and Residence Life staff are available to answer any questions that may arise during this time. Each on campus housing space will be inspected by members of the University staff at check out. Facility conditions will be recorded and damage charges assessed in accordance with University policies. Residents may be fined for improper or late move out, such as leaving at unscheduled times or not signing paperwork. Belongings left in a room or common area after the check out time has passed may result in the assessment of a fine up to \$200 for all those sharing the space. The University is not responsible for any damage to or loss of left belongings. Items will be disposed of within 24 hours.

### WITHDRAWING

18.3 Any resident withdrawing from the University must follow withdrawal procedures of the Registrar's office prior to checking out of housing. The Housing Office will not process a withdrawal without official notification from OneStop.

## 19. BASIC HUMAN RESPECT

It is required that all residents participate in the Basic Human Respect (BHR) program and fill out a roommate covenant while living on campus. This includes, but is not limited to, participating in all designated BHR and Community Life Orientation Meetings (CLOMs) throughout each semester.

## 20. GUESTS

Rooms are to be occupied only by the residents who are assigned to that room. Guests must be registered by the hosting resident through the RA and must abide by all University regulations. As a

matter of respect, residents must receive permission from their room/apartment mates before making an invitation; guests (including International Program participants) may not occupy or use residential facilities for more than two consecutive nights, and no more than six nights per semester. No more than one overnight guest is allowed at a time, and the resident host must accompany overnight guests at all times. Out of consideration for others, overnight guests are prohibited during the last two weeks of the semester.

The University reserves the right to refuse permission to house overnight guests. Guests are expected to abide by Federal, State and local laws. Residents are responsible for the actions of their guests and for ensuring that guests abide by University rules and regulations.

## 21. SAFETY AND SECURITY

For the safety and security of all, students are required to comply with the safety and security procedures in University housing buildings and may not tamper with locked doors or admit unauthorized individuals to buildings.

## 22. ROOM ENTRY

### UNIVERSITY ACCESS TO ROOMS

22.1 The University reserves the right to enter any room at any time for the purpose of inspection, maintenance, or repair, in cases of emergency and between semesters.

22.2 Authorized personnel may enter a resident's room for reasons of health, sanitation, safety, and general welfare. Insofar as possible, advance notification will be given. However, in such cases, often no notification of entry will be given. Residential residents should also be aware that housing staff members may occasionally have to enter resident rooms on matters relating to the comfort of fellow residents; for example, to turn off an alarm clock, shut a window, etc.

22.3 The University reserves the right to access a room upon reasonable suspicion of a violation of a law or University policy.

22.4 A resident may not change any lock or place any additional locks on the door to their room or any other door within the residence. In the event of an emergency or other exigent circumstance, the University may remove residents' belongings for cleaning, repair, storage and/or protection. If the University official discovers that a room is unlocked, they will lock the room.

## 23. APPLIANCES

See the Housing and Residence Life website for a full listing of approved appliances.

Housing and Residence Life reserves the right to remove unauthorized or dangerous electrical appliances.

## 24. ROOM CARE

24.1 Residents are responsible for cleaning their own rooms, for removing waste materials regularly, and for maintaining the sanitation and safety conditions acceptable to Housing and Residence Life. Residents are expected to recycle materials as stated in recycling policies.

24.2 Furniture may be moved only in accordance with the policies as written in the Resident Responsibility section of Facilities Policies and Procedures in the Resident Policies Handbook. University supplied furnishings may not be removed from the room. Furniture must be left in rooms and common areas to which it has been allocated.

## CONSTRUCTION AND REFURBISHMENT

24.3 University construction projects such as refurbishment, new construction, or unforeseen repair will cause increased noise in the community. Due to the scope of projects, some construction work may begin during the academic year. Prior to and up to a year after a major construction project, continual work may occur in and around residential areas. By agreeing to these terms and conditions, signing this agreement, residents acknowledge that they have been advised of the potential for construction projects and they accept their housing assignment accordingly. Housing and Residence Life will make every reasonable effort to inform the residents of any upcoming projects but cannot be responsible for delays in construction or refurbishment projects.

## 25. RULES AND REGULATIONS

25.1 Overnight guests are permitted only if properly registered in accordance with published policies posted under Resident Policies on the Housing and Residence Life website.

25.2 Visitation is permitted between members of the opposite sex in accordance with Pepperdine University visitation policy posted under Resident Policies on the Housing and Residence Life website.

25.3 Pets, other than approved Emotional Support Animals or Service Animals, are prohibited from campus housing.

25.4 Audio-visual equipment must be played with discretion at all hours in order to not disturb others. Playing of speakers out of the window is not permitted. Residents responsible for excess noise and/or disruptive behavior may be subject to disciplinary action. Residents may be required to remove audiovisual equipment from their rooms.

25.5 The consumption or possession of alcoholic beverages or possession of alcohol paraphernalia is prohibited on University property or at any University-sponsored event or activity, regardless of the student's age. See Student Policies on the Housing and Residence Life website for additional details on alcohol and other drugs.

25.6 The following items are not permitted:

- a. tampering with locks or card swipe devices in resident rooms or on University property and other areas,
- b. altering or duplication of University keys,
- c. installation of items outside of the building, or outside of the resident's windows, included but not limited to antennas, boosters, wires, or receivers,
- d. parking bicycles or motor vehicles in unauthorized areas,
- e. and the dropping of objects from windows.

25.7 Any commercial activities (including solicitation or advertising in the buildings or on the grounds of the University on campus housing) not authorized by established policy.

25.8 The possession or use of any material which may endanger resident welfare (e.g., weapons of any kind, including but not limited to firearms, sling shots, paintball guns, ammunition, knives, bows and arrows, firecrackers, explosives, etc.); this includes objects that resemble or are portrayed as weapons.

25.9 Possession, use, or sale of illegal drugs, medical or recreational marijuana. Smoking or vaping of any kind.

25.10 Any tampering with or misuse of fire alarm systems and firefighting equipment or the setting of fires.

25.11 Any tampering with or misuse of room, stairwell or hallway smoke/heat detection equipment.

25.12 Any tampering with or misuse of computing technology (hardware, software, printers, etc.) provided for general access by residents.

25.13 Violators of the above guidelines subject themselves to disciplinary action from the University and/or the penalties of the California state statutes. Change in rules and regulations may be made by the University during the terms of the contract. Such changes will be published by placing notices in all on campus housing one week before the changes become effective, unless the health or safety of persons using the facilities may be adversely affected by the delay; then, implementation will be immediate.

## 26. DISCIPLINARY ACTION

### UNIVERSITY BEHAVIOR POLICIES

26.1 It is the responsibility of the resident to be familiar with all campus living policies which pertain to all areas, including graduate housing. A full description of University and Housing and Residence Life policies can be found in the Student Housing and Residence Life Policies via the Pepperdine website. By submitting this contract each student accepts responsibility for knowing and adhering to the regulations of the University. Violation of these policies will result in disciplinary action and can result in the loss of housing privileges. Any resident dismissed from housing will be responsible for the housing charges for the remainder of the contractual period. Any amendment to these terms shall be effective upon posting to the Housing and Residence Life website and email notification to each resident.

### UNIVERSITY SPONSORED EVENTS

26.2 Residents are expected to share public areas in accordance with University behavioral conduct policies when the University sponsors events that require the use of public areas including suites, bathrooms, and lobbies.

## 27. LEGAL NOTICE

Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet Web site maintained by the Department of Justice as [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include

either the address at which the offender resides or the community of residence and ZIP CODE in which they reside.

## 28. PHOTOGRAPH RELEASE

The resident gives permission to Pepperdine University, to use, without liability or remuneration, any photograph or footage taken of or supplied by the resident while participating in University-sponsored events, or while they are in the common areas, public spaces, grounds, buildings, or offices of University facilities.

The use of a resident's photograph or footage shall in no way be used in any other forum other than for legitimate business purposes.

## 29. CONTRACT CHANGES

Changes may be made in the terms and conditions of this contract only with written permission of the Director of the Department of Housing Operations or a designee.

## Acknowledgements and Agreements

I understand this is a legally binding document and have read and agree to these Terms and Conditions.

Academic year housing contracts are binding for the fall and spring semesters. Spring only housing contracts are binding for the spring semester.

Withdrawal from the University, graduation, marriage, military deployment, or acceptance to a Pepperdine International Program are the only accepted reasons for canceling this contract.

Residents who wish to cancel their housing assignment and contract before the move-in date must submit their request via Pepperdine email. The housing contract is binding upon submission, therefore, approved cancellations are rare. If a cancellation is approved, it is subject to a cancellation fee.

The University does not carry insurance covering personal property. Therefore, residents are strongly encouraged to obtain their own renter's insurance.

I am aware that by submitting the housing contract, I am responsible for upholding the terms and conditions of the contract, Housing and Residence Life policies, and the Pepperdine University Resident Handbook. I understand that this includes all charges for the housing assignment, meal plan, and any fees.

I have read and understand the asbestos notification on the Housing and Residence Life website.

I give permission to Pepperdine University, to use, without liability or remuneration, any photograph or footage taken of or supplied.



