



American
Jewish
University

Office Use Only

Last Name: _____

First Name: _____

Rec'd Date: _____

RESIDENCE LIFE AGREEMENT
Academic Year 2018-2019

The undersigned, hereinafter referred to as "RESIDENT," and American Jewish University, hereinafter referred to as "UNIVERSITY," hereby enter into this Residence Life Agreement (the "Agreement") under the following terms and conditions:

TERMS:

RESIDENT agrees to comply with and abide by all policies and procedures in this Agreement as well as contained in the UNIVERSITY'S Student Handbook, including but not limited to the Residence Life Policies. The Student Handbook is incorporated fully herein and made part of this Agreement by this reference. RESIDENT also agrees to comply with any subsequent amendments to the UNIVERSITY'S Student Handbook and its sections on Residence Life. RESIDENT is responsible for routinely reviewing the Student Handbook online for updates.

The UNIVERSITY offers two types of rooms: dormitory-style rooms in one of its four residence halls (each, a "Residence Hall"), and apartments. This Agreement only applies to rooms in a Residence Hall (each, a "Room").

This Agreement is not transferable by the RESIDENT and the RESIDENT shall not sell, assign, license, loan or sublet RESIDENT'S Room or rights under this Agreement to another person. RESIDENT shall use the assigned room for no other purpose than as living quarters for himself/herself.

PERIOD OF OCCUPANCY: THIS AGREEMENT COVERS THE ENTIRE 2018-2019 ACADEMIC YEAR.

Residence Hall Rooms are available for occupancy for the following dates:

Fall 2018 Semester	
New Students	Sunday, August 19, 2018 at 10:00am – Friday, December 21, 2018 at 2:00pm
Returning Students	Sunday, August 26, 2018 at 3:00pm – Friday, December 21, 2018 at 2:00pm

Spring 2019 Semester	
New Students	Tuesday, January 22, 2019 at 10:00am – Friday, May 17, 2019 at 2:00pm
Returning Students	Sunday, January 23, 2019 at 3:00pm – Friday, May 17, 2019 at 2:00pm

Note: Residents must move out of their Rooms during the Winter Break vacation period of December 21, 2018 - January 22, 2019 and the Spring Break vacation period of April 18, 2019 - April 29, 2019. Residents requiring interim housing during such periods may petition the Residence Life Office ("RLO") to contract for interim housing and must pay the appropriate interim housing cost upon approval.

RESIDENT shall vacate his or her Room on the expiration of the term of this Agreement or upon termination of this Agreement by the UNIVERSITY, whichever occurs first. In the case of such administrative termination of this Agreement, RESIDENT shall not be entitled to any refunds.

AGREEMENT AND FEES:

In consideration for the right to occupy an assigned bed space within a room in a Residence Hall at the UNIVERSITY, RESIDENT hereby agrees to make the appropriate payments to the UNIVERSITY, including the following:

- A RESIDENT assigned a bed space in a Residence Hall must purchase a meal plan of at least 12 meals.
- There is a \$310 per semester fee for communications service, including wireless internet and computer labs.
- RESIDENT must submit a non-refundable room deposit of \$100 (\$150 after August 1, 2018) along with a completed AJU Housing Application and Residence Life Agreement in order to request a room assignment. The non-refundable room deposit will be applied to room charges for the term following application.

- **Returning AJU students (i.e., any student who attended AJU during the Spring 2018 semester) may apply for a room assignment for the 2018-2019 academic year.** Paperwork will only be considered complete when submitted with the **non-refundable** room deposit (**\$100** if received by 6/1/18; **\$150** if received anytime thereafter). Room deposits may be delivered by mail, in person, or by credit card over the phone. The AJU Housing Priority Application deadline is April 30, 2018.
- **Returning AJU students who were previously on Residence Life or Student Affairs Probation will not automatically receive a room. Their application will be reviewed by the Housing Committee. Students who were previously on such probation may or may not receive a room.**
- Please note that returning AJU students (i.e. any student who attended AJU during the spring 2018 semester) will be charged a **penalty for late applications.** AJU returning students who submit their applications after 6/4/18 will be fined **\$100 in addition to their room deposit.** AJU returning students who submit their applications after 7/31/18 will be fined **\$200 in addition to their room deposit** and those requests for housing may not be honored.

The purpose of the room deposit is to cover losses the UNIVERSITY may incur as a result of the RESIDENT'S failure to comply with the terms of this Agreement, including but not limited to the RESIDENT'S failure to pay any installment of the Room rate and to reimburse the UNIVERSITY for repairing damages to the Room or common area. If the UNIVERSITY applies any of the Room deposit for such purposes, the RESIDENT shall immediately replenish the Room deposit. The UNIVERSITY may co-mingle the Room deposit with other funds held by the UNIVERSITY, and the UNIVERSITY has no obligation to pay any interest on the Room deposit. The UNIVERSITY will return the room deposit to the RESIDENT as soon as practicable following termination of this Agreement, but only if at such time (1) the RESIDENT'S room (including furniture and furnishings) is found in the same condition as when the RESIDENT first took possession, ordinary wear and tear excepted, and (2) the RESIDENT has settled in full all accounts and debts owing to the UNIVERSITY including, but not limited to, all charges, costs, assessments, fees and fines, and any amounts described in this Agreement. If not so paid by the RESIDENT, the UNIVERSITY shall have the right to deduct all such amounts from the room deposit and, if the room deposit is inadequate to cover such damages and nonpayment, to recover from the RESIDENT all sums required to repair such damages and pay such accounts in full.

Room and meal plan charges are due and payable as directed by the AJU Business Office. Charges are assessed from the opening of the Residence Hall each semester.

Failure to follow checkout procedures and adhere to various deadlines will result in charges being assessed to RESIDENT'S account. The UNIVERSITY will only transact business, such as refunding or prorating housing charges, with a minor with the prior written consent of the minor's parent or guardian, delivered via certified mail or as a PDF attachment to a dated email.

The use of temporary storage units, such as pods, on UNIVERSITY property (including within any Residence Hall) is strictly prohibited.

TREATMENT OF INDEBTEDNESS:

Failure of RESIDENT to satisfy the financial obligations of this Agreement may result in the following: (a) Termination of the Agreement; (b) Eviction; (c) and withholding of UNIVERSITY services. This includes, but is not limited to: (a)

Withholding official transcripts; (b) Denial of registration; (c) Termination of food service; (d) Legal action to collect unpaid obligations; and (e) Use of a collection agency to retrieve payment. If a dispute arises under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party. This may result in RESIDENT being charged for the costs associated with the collection of an outstanding account, including but not limited to collection and legal costs.

STUDENT'S TERMINATION OF AGREEMENT:

A student who wants to live off campus and/or terminate this Agreement must request and submit to the RLO a Live Off-Campus/Agreement Cancellation Request (hereinafter referred to as a "REQUEST").

Note: The UNIVERSITY may grant or deny a REQUEST in the UNIVERSITY'S sole and absolute discretion.

- REQUEST Received Prior to July 1, 2018 (or prior to November 30, 2018 for the Spring 2019 semester for graduating Residents only):
 - A RESIDENT whose REQUEST is granted is **exempt from a cancellation fee**.
- REQUEST Received July 1, 2018 until July 31, 2018:
 - A RESIDENT whose REQUEST is granted must pay a **\$250 cancellation fee**.
- REQUEST Received August 1, 2018 until August 19, 2018:
 - A RESIDENT whose REQUEST is granted must pay a **\$500 cancellation fee**. A RESIDENT will be entitled to a refund of applicable housing charges on a prorated basis.
- REQUEST Received after Move-In (new students: August 19, 2018; returning students: August 26, 2018):
 - The REQUEST must be given at least 30 days prior the requested checkout day.
 - A RESIDENT occupying a Room, whose REQUEST is granted in writing by RLO or designee, must pay a **\$700 cancellation fee** for the Room.
 - A RESIDENT will be entitled to a refund of any pre-paid fees on a pro-rated basis.
 - **RESIDENTS who have entered into a payment plan agreement with the UNIVERSITY may be liable for any unpaid balance of their agreement in addition to the cancellation fee.**

If the UNIVERSITY approves the RESIDENT'S REQUEST, then the following shall apply: (1) the RESIDENT shall vacate the room at the time set by the UNIVERSITY; (2) the UNIVERSITY shall retain the room deposit as liquidated damages for the RESIDENT'S failure to perform his or her obligations under this Agreement; (3) the UNIVERSITY shall be entitled to retain (or obtain from the RESIDENT if paid in installments) the RESIDENT'S room payment; (4) the UNIVERSITY will assess the RESIDENT those damage charges applicable under this Agreement (if any), to the extent they exceed the amount of the room deposit; provided the RESIDENT has completed the established check-out procedure and the RESIDENT has settled in full all accounts and debts owing to the UNIVERSITY. The RESIDENT hereby agrees that the liquidated damages fee noted above covers a portion of the UNIVERSITY'S costs resulting from the RESIDENT'S failure to fulfill the terms of this Agreement, and that such fee is reasonable and accepted as liquidated damages caused by such circumstances because it is impractical and difficult to determine the exact amount of damage resulting from the RESIDENT'S breach.

ABANDONMENT OR TERMINATION BY RESIDENT:

Termination of this Agreement or abandonment of the premises by RESIDENT shall not release RESIDENT from paying any obligation due the UNIVERSITY for so long as the UNIVERSITY does not terminate RESIDENT'S right to an assigned Room, and until termination procedure is implemented (see above).

ROOM ASSIGNMENT:

RESIDENT understands that signing this Agreement entitles RESIDENT to reside in the applicable Residence Hall for the period indicated, not a specific room. The UNIVERSITY does not guarantee specific halls, rooms or roommates. The UNIVERSITY shall assign each RESIDENT to a specific bed space within the Residence Hall. The UNIVERSITY assigns roommates based on various factors, including information provided by the RESIDENT. The RESIDENT shall use the room only as a student living accommodation. The UNIVERSITY reserves the right to change room assignments, assign a new RESIDENT, or reassign a current RESIDENT to any unoccupied bed space at any time, and/or consolidate vacancies in the interest of the UNIVERSITY, health reasons, disciplinary action, occupancy needs, or for the general welfare of the

RESIDENT. The UNIVERSITY also reserves the sole right to reassign the RESIDENT to another Room in the same or different Residence Hall, to assign roommates, to consolidate vacancies, or to make accommodations in order to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act. The RESIDENT is not permitted to use or enter any space or area assigned to another Resident without such Resident's prior consent, and/or Residence Life Office consent, nor any part of any Residence Hall not designated for RESIDENT use.

MEAL PLAN TERMS AND CONDITIONS:

All Residents of Residence Halls must purchase a UNIVERSITY meal plan consisting of at least 12 meals per week. **The UNIVERSITY will not provide meals to RESIDENT during official vacation periods, including Thanksgiving, Winter Break, and Spring Break.** RESIDENT should consult the Residence Life Guidelines for a more detailed schedule of food service closures. RESIDENT understands that meal plans are non-transferable and that no credit is given for uneaten meals. The UNIVERSITY reserves the right to alter the meal schedule periodically and to change the location of meals as it sees fit. If the meal schedule or location is to be altered, RESIDENT will receive advance notice. The meal plan fee period begins with dinner on the dates on which the housing charge periods commence as per above (see period of occupancy). The meal plan charge period terminates after breakfast or lunch on the day which the housing fee period terminates. (Due to the Winter Break holiday, the last meal served in the Fall Semester will be lunch on December 21, 2018. The last meal served in the Spring Semester will be lunch on May 17, 2019.)

Without exception, the RESIDENT may change requested meals only within the first two weeks of each semester. This may be done by contacting the Director of Residence and Student Life in writing or email. **No changes to meal plans may be requested after Friday, September 7, 2018.**

MAINTENANCE OF PREMISES:

The UNIVERSITY shall provide RESIDENT with the furnishings noted on the Room Inventory Form in the condition noted on the Room Inventory Form. RESIDENT agrees to give reasonable care to his/her Room and its furnishings. RESIDENT will be charged the replacement cost for missing or damaged furniture, any repair needed for damage to the Room, or excessive room cleaning. If two or more Residents share a room, all Residents will be jointly and severally liable for such costs. RESIDENT shall make no alteration to the Room without the written permission of the UNIVERSITY. Any structural addition or alteration is prohibited without written permission of the UNIVERSITY, which may be withheld in its sole and absolute discretion. RESIDENT agrees to be jointly and severally responsible with other RESIDENTS for protection of the Residence Halls common area furnishings, equipment, and fixtures. Damage to or loss of furnishings, fixtures or equipment, unless specifically assigned to individuals, shall be equally divided among all members of the living group who have reasonable access to the common area. Additional charges will be assessed if RESIDENT fails to adhere to formal checkout procedures or deadlines as prescribed in the Residence Life Guidelines.

The RESIDENT shall not keep, or permit to be kept in or about the room or common areas, any of the following: illegal drugs and other illegal substances, firearms, weapons, ammunition, fireworks, gasoline, other flammable liquids, benzene, photo development chemicals, any other chemicals that are toxic or explosive and/or other items which could endanger the life, safety or welfare of the RESIDENT or other members of the UNIVERSITY community. Determination of whether a substance is prohibited is in the opinion of the UNIVERSITY at its sole discretion.

UNIVERSITY'S TERMINATION OF AGREEMENT:

Circumstances Resulting in Termination of Agreement. The UNIVERSITY shall have the right at its option (and in addition to other available remedies) to terminate this Agreement at any time after written notice to the RESIDENT (the "Notice of Termination"), and/or to terminate or to suspend any of the rights and privileges of the RESIDENT under this Agreement, for any of the following reasons:

1. Monetary Default. A failure of the RESIDENT to pay money due under or as a consequence of this Agreement, unless such payment is made within three days after the UNIVERSITY'S delivery of the Notice of Termination (the "Three-Day Period");

2. Non-Monetary Default. A violation by the RESIDENT of any of the other terms and conditions of this Agreement, the Student Handbook or the Residence Guidelines, unless such violation is, in the UNIVERSITY'S sole judgment, curable and the RESIDENT does cure such violation to the UNIVERSITY'S satisfaction during the Three-Day Period;

3. Loss of Student Status. The termination of the status of the RESIDENT as a currently enrolled full-time student at the UNIVERSITY for any reason (or failure of a non-AJU student to maintain full-time status at his/her respective college or university); or

4. Health, Safety, General Welfare or Emergency. If the UNIVERSITY finds, in its sole discretion, that such action is appropriate for reasons of health, safety, general welfare of its students or an emergency (unless such matter is, in the UNIVERSITY'S sole judgment, curable and the RESIDENT cures such matter to the UNIVERSITY'S satisfaction during the Three-Day Period). Since each of the Residence Hall is a group living situation in which students are assigned rooms as well as roommates, the RESIDENT agrees to respect the rights of other students and to behave in a manner conducive to a harmonious living environment as determined by the UNIVERSITY. The UNIVERSITY may therefore terminate this Agreement for general welfare purposes if the RESIDENT demonstrates an ongoing inability to abide by the requirements for such group living.

Consequence of Termination. If the RESIDENT fails to timely remedy the breach or violation described in the Notice of Termination, or if the Notice of Termination provides that the RESIDENT'S breach or violation is non-curable, the following shall apply: (1) the RESIDENT shall vacate the room and the Residence Hall at the time set by the UNIVERSITY; (2) the UNIVERSITY shall retain the room deposit as liquidated damages for the RESIDENT'S failure to perform his or her obligations under this Agreement; (3) the UNIVERSITY shall be entitled to retain (or obtain from the RESIDENT if paid in installments) the RESIDENT'S room fees; and (4) the UNIVERSITY will assess the RESIDENT those damage charges applicable under this Agreement (if any), to the extent they exceed the amount of the room deposit, provided the RESIDENT has completed the established check-out procedure and the RESIDENT has settled in full all accounts and debts owing to the UNIVERSITY. The RESIDENT hereby agrees that the liquidated damages fee noted above covers a portion of the UNIVERSITY'S costs resulting from the RESIDENT'S failure to fulfill the terms of this Agreement, and that such fee is reasonable and accepted as liquidated damages caused by such circumstances because it is impractical and difficult to determine the exact amount of damage resulting from the RESIDENT'S breach.

VACATING ROOM; DISPOSITION OF PERSONAL PROPERTY:

When the RESIDENT vacates the room, or upon cancellation or termination of this Agreement, the RESIDENT must remove all personal property and shall leave the room, its furnishings, fixtures, and any appliances in as good an order and condition as the same were upon commencement of the RESIDENT'S occupancy, with reasonable wear and tear excepted. The RESIDENT must also return all room keys to the UNIVERSITY (or pay for any lost keys in accordance with the UNIVERSITY'S key replacement cost schedule). The RESIDENT acknowledges that items left in the room, or elsewhere on campus, after vacating or termination of this Agreement shall be deemed to be abandoned property and may be immediately disposed of by the UNIVERSITY, in its sole discretion. Any costs incurred by the UNIVERSITY associated with such disposal will be the financial responsibility of the RESIDENT. There is no obligation on the part of the UNIVERSITY to store any items deemed as abandoned in the Room or elsewhere on campus nor to reimburse the RESIDENT for any loss.

NON-LIABILITY FOR DAMAGES:

The UNIVERSITY shall not be responsible or liable directly or indirectly for loss of or damage to personal property resulting from fire, flood, electrical outages, theft, or any other cause which occurs in the room, Residence Hall or common areas prior to, during, or subsequent to the term of this Agreement, even if the damage is alleged to have arisen out of the negligence of the UNIVERSITY or its agents. The RESIDENT should review his/her property insurance coverage to ascertain the status of the RESIDENT'S coverage while living in his/her room, particularly noting the presence or absence of a coverage clause for mysterious disappearance (i.e. loss where physical proof is not available). The UNIVERSITY recommends that the RESIDENT purchase "renter's insurance" to cover the loss of or damage to their personal property. The UNIVERSITY has no responsibility and provides no insurance or financial protection for the RESIDENT'S personal property.

DESTRUCTION OR UNAVAILABILITY:

In the event a room is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this Agreement is made, RESIDENT shall be entitled to a pro-rated refund of any fees applicable to periods after RESIDENT vacates the Room. Such conditions include, but are not limited to, damage caused by floods, slides, fire, earthquake, other natural disasters, and vandalism; civil disorder, compliance with state or federal law; unanticipated interruption of basic services; and a drop in the rate of cancellations not reasonably foreseen by the UNIVERSITY, if such drop results in an over-booking of available Rooms.

RIGHT TO ENTRY; ACCESS TO ROOMS:

The UNIVERSITY shall have the right of access to the RESIDENT’S room for the purposes of making routine or emergency repairs as necessary without prior notice to or consent from RESIDENT. UNIVERSITY officials designated by the President, upon proper identification and purpose, may also enter the room and inspect its contents without consent if there is reason to believe that a violation of UNIVERSITY rules and regulations has occurred and/or an emergency, health, or safety situation exists. The RESIDENT is prohibited from installing any unauthorized lock on a door or window, or modifying any existing locks, and the UNIVERSITY will remove such locks or modifications at the RESIDENT’S expense.

VISITORS AND GUESTS:

RESIDENT shall permit no visitors or guests to enter the Residence Hall or his/her room, except as permitted by policies and procedures outlined in the Residence Life Guidelines.

NON-WAIVER:

The waiver by the UNIVERSITY of any breach of a term or condition of this Agreement shall not constitute a waiver of any subsequent breach.

CALCULATING THE CONTRACT:

Description	Academic Year 2018-2019	Fall 2018 Semester Only*	Spring 2019 Semester Only**
<input type="checkbox"/> Residence Hall, Double Occupancy	\$7,644	\$3,822	\$3,822
<input type="checkbox"/> Residence Hall, Single Occupancy	\$12,742	\$6,371	\$6,371

(Residents must select a minimum 12 meal plan)

<input type="checkbox"/> 12 Meals/per week	\$7,214	\$3,607	\$3,607
<input type="checkbox"/> 19 Meals/per week	\$8,692	\$4,346	\$4,346

Communication Fee	\$620	\$310	\$310
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Total (to be filled in)			
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* Only RESIDENTS graduating at the end of the fall semester may select the FALL SEMESTER ONLY option.

**Only RESIDENTS graduating at the end of the spring semester may select the SPRING SEMESTER ONLY option.

Comments:

- Room rates do not include the cost of Winter Break interim housing for the period of December 21, 2018 through January 23, 2019 for Residents, or the cost of Spring Break interim housing for the period of April 18, 2019 through April 28, 2019.

- Meal plan rates do not include the cost of Spring Break interim meals or other interim/holiday meals as specified above.
- If the RESIDENT does not select a meal plan, RESIDENT will be automatically billed and given the 12 Meal plan.

MEGAN’S LAW NOTICE:

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

ENTIRE AGREEMENT; DOCUMENT PRIORITY; AMENDMENTS:

This Agreement (including those provisions in the Student Handbook), constitutes the entire agreement between the parties hereto with respect to the subject matter and supersedes and all prior and contemporaneous agreements, whether oral or written. There is no other representation, understanding, promise or agreement between them except those set forth above or referenced herein. If any conflict exists between the provisions in this Agreement and the provisions in the Student Handbook or UNIVERSITY’S website, the provisions in this Agreement shall control. No modification or amendment to this Agreement will be effective unless it is in writing and is signed by all parties.

The RESIDENT agrees to abide by all rules, regulations, policies and procedures as outlined in the UNIVERSITY Handbook, including the Residence Life Guidelines. The UNIVERSITY may take appropriate action for conduct that is found to be in violation of UNIVERSITY policies or detrimental to the comfort and well-being of other persons or to the Residence Hall environment.

Completion and delivery of this Agreement by the RESIDENT does not constitute acceptance by the UNIVERSITY. This Agreement is approved and accepted by the UNIVERSITY only when signed by the Director of Residential and Student Life or such person’s designee in the appropriate space contained herein.

RESIDENT First Name

RESIDENT Last Name

RESIDENT Signature

Date

PARENT/GUARDIAN Signature
(required for students under 18 years of age)

Date

DIRECTOR OF RESIDENTIAL AND STUDENT LIFE
(or Designee Signature)

Date