

BIOLA UNIVERSITY HOUSING & FOOD SERVICE CONTRACT - 2015/2016

This Biola University Housing & Food Services Contract (hereinafter referred to as "Contract") is an agreement between the undersigned student ("Student") and Biola University, Inc. ("University"). This Contract must be signed/electronically confirmed before taking occupancy of a Biola University ("University") housing facility. Upon receipt by the Biola Housing Office of a signed/electronically confirmed Contract, the person signing/electronically confirming this Contract ("Student") immediately becomes responsible for terms of occupancy and all the fees associated with this Contract in addition to all terms in the current Biola University Catalog, the Biola University Undergraduate Student Handbook ("Student Handbook"), and the current Biola University Housing & Food Service Handbook ("Housing Handbook"), whether or not the Student actually receives the keys to the room, takes possession of the room, moves belongings, goods or effects into the room and/or uses the Meal Plan. Failure to abide by the terms of this Contract may result in fines and/or charges, disciplinary action, and/or the withholding of the Student's transcripts until all financial obligations are met. The Student Handbook (<http://studentlife.biola.edu/campus-life/student-handbook>) and Housing & Food Service Handbook (<http://www.biola.edu/offices/auxiliaryservices/housing>) are both available online or in written form from the Housing Office.

This Contract is a legally binding document. The Contract is for a furnished space in a University housing facility. Although an assignment to a specific room may have been or may hereafter be made, this Contract is not for a specific room or type of housing, but shall apply to any housing facility the Student may occupy pursuant to the terms of this Contract. By signing/electronically confirming this Contract, the Student accepts the University's housing assignment (as the same may be changed pursuant to this Contract) and agrees to pay the required fees established by the University for such assignment.

As part of the University's online processes, this Contract may be sent to you electronically. By electronically confirming this Contract you consent to conduct this business electronically.

I. DURATION

The Student agrees that the duration of this Contract is for the entire Academic Year (or remaining portion thereof at the time of agreement) as defined by the University. See the Housing Handbook for beginning and ending dates of the current Academic Year.

II. EFFECTIVE UPON RECEIPT

This Contract is effective on the date the Student agrees to the Contract. None of the terms of this Contract may be modified by the Student.

III. TERMS OF PAYMENT

A. ROOM & BOARD RATES (See the Housing Handbook for current rates.) Housing and Meal Plan charges shall be reflected on the Student's school bill for the Academic Year and shall be payable in accordance with University student billing policy.

B. HOUSING RESERVATION DEPOSIT

1. A Housing Reservation Deposit of two hundred fifty dollars (\$250) is required of all students applying for University housing. This Deposit is not to be considered as a partial payment of housing charges, but as a refundable deposit under the terms of this agreement. In consideration of the Student's payment of the Housing Reservation Deposit the University grants to the Student the right to reserve one student residence space for use during the Academic Year on the terms and conditions set forth herein.
2. A refund of the Housing Reservation Deposit is made as a credit to the Student's account balance: (a) should this Contract be properly canceled (see the Housing Deposit section of the Housing Handbook); or (b) upon graduation from the University. **Failure to give written notification of cancellation by the deadline dates described in the Housing Handbook will result in forfeiture of the Housing Reservation Deposit.**

IV. TERMS OF OCCUPANCY

A. PRE-OCCUPANCY TERMINATION/CANCELLATION FEE

In the event that the Student cancels this Contract with the authorization of the University prior to taking occupancy of the room, the University shall be put to a certain amount of expense in securing a replacement occupant or reassigning the Student who was previously to be assigned to the room, the precise amount of which is difficult and impracticable to ascertain. Accordingly, the Student agrees that, in the event that the Student cancels this Contract prior to the date on which the term is to commence, the Housing Reservation Deposit will be retained by the University as a "Cancellation Fee." Any such cancellation must be in writing

and received by the Housing Office prior to the commencement of the term. If the University authorizes a cancellation of this Contract subsequent to the commencement of the term but prior to the Student taking occupancy of the room, the University shall be entitled to retain, and the Student shall be obligated to pay, as a Cancellation Fee, the Housing Reservation Deposit plus the full amount of the residence fees prorated up to the date upon which the University authorizes such cancellation, including any portion of the Housing Reservation Deposit credited to the Student's account during the semester in which the cancellation is granted. Failure to make this payment shall constitute a material breach of this Contract, and shall entitle the University to exercise its rights and remedies as set forth in Section "IV.K." of this Contract. The Student acknowledges that the foregoing Cancellation Fee amounts are reasonable estimates of the additional cost and expenses which the University has to incur in the event of an authorized pre-occupancy cancellation of this Contract by the Student. The Student further acknowledges that the provisions of this paragraph shall not apply to a termination of this Contract by the Student which is not specifically authorized by the University, or billed directly to the Student.

B. RIGHT TO USE

The University grants to the Student the right to use and occupy the residence space described herein. This Contract is a license to use University housing and does not constitute a lease agreement or create a landlord-tenant relationship between the University and the Student.

C. HOUSING CLAIM DEADLINE

1. **After 12:00 Noon on the first day of classes for the semester (Fall and Spring Housing Claim Deadlines), students who have not yet claimed their rooms will forfeit the Housing Reservation Deposit and will be charged one (1) month's use.** The parties to this Contract (Biola University and the Student) agree that this charge is a reasonable estimate of the University's costs in such an event. See the Housing Handbook for specific Housing Claim Deadline dates.
2. No refund of housing charges will be granted for students checking into their Housing Assignment after the check-in period or checking out of the Housing Assignment early, unless approved by the Housing Office.

D. CANCELLATIONS

1. Cancellation releases the University from its responsibility to provide the Student with use of the Housing Assignment described herein, and releases the Student from his/her obligation to pay the University for such use. Cancellations will result in **forfeiture** of any deposits made by the Student **unless** all cancellation procedures described in the Housing Handbook are followed by the Student.
2. Should the Student leave University housing **without an approved cancellation** of this Contract as provided in the Housing Handbook, the **Student will continue to be responsible for payment of the remaining charges** due under the Contract for the remainder of the Academic Year.
3. Should this Contract be canceled, the Student agrees to vacate the Housing Assignment within 24 hours unless special permission, in writing, has been obtained from the Housing Manager, the Manager of Residential Facilities, or his/her designee.

E. ASSIGNMENT

The Student shall not transfer or assign all or any part of his/her Housing Assignment. Any attempted transfer or assignment shall be void and of no force and effect. Students who engage in such activities may be subject to disciplinary action as described in the Housing Handbook.

F. STUDENT STATUS

All persons residing in University housing must be enrolled at the University. The University reserves the right to limit occupancy to students registered in full-time course work; however, the University may, at its discretion, allow a student enrolled in less than full-time coursework to reside in University housing.

G. ROOM USAGE

During the term of the Contract the premises described in the Housing Assignment set forth herein shall be used by the Student solely for residential purposes consistent with the Housing Handbook and all other rules and regulations of the University; no other uses shall be permitted.

H. ROOM ALTERATIONS, KEYS AND DAMAGES

Repairs, alterations or improvements by students are not permitted on the premises without specific written permission from the Auxiliary Services Office. University property, fixtures and furniture may not be removed from common areas, rooms and storage areas; locks may not be changed or added, and room entrance keys may not

be duplicated or given to other students. A student found in violation of any of the above may be subject to disciplinary action.

I. REASSIGNMENT

1. The Housing Office reserves the right to assign or reassign students as necessary in order to fill or consolidate spaces. See the "Vacancies" section of the Housing Handbook for policies regarding reassignment.
2. The University reserves the right to reassign or remove residents because of lifestyles inconsistent with the requirements of group living.

J. TERMINATION

1. The University may elect to terminate the Student's occupancy at any time if:
 - a. The Student is determined by the University to be unfit to live in University housing. In all such cases, determination shall be made by the University.
 - b. The Student uses the premises for an unauthorized or illegal purpose or otherwise violates any of the terms of occupancy as set forth in this contract or the Housing Handbook, any University rules or regulations, or any local, state or federal law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Any termination under this section shall be referred to the Associate Dean, Campus Life for possible disciplinary action.
 - c. Any behavior deemed unacceptable as described in the Biola University Catalog, the Student Handbook and the Housing Handbook, effective as of the date of the signing of this Contract, or as they may be amended, revised, or superseded from time to time during the term of the Contract may also be cause for removal from University housing and termination of this Contract and/or other disciplinary action.

K. REMEDIES AND INDEMNIFICATION

1. The University may elect by written notice to the Student to terminate this Contract at any time after the occurrence of one of the events listed in the TERMINATION section and in such event the University may, at its option, declare this Contract and the Student's right to the Housing Assignment terminated and recover such damages and other relief as is provided by law.
2. Nothing in this section shall limit the right of the University to indemnification from liability, it being understood and agreed that the Student shall indemnify, hold harmless and defend the University from any and all loss, cost, liability, damage and expense, including attorney's fees, arising out of or related to the maintenance, use or occupancy of the Housing Assignment by the Student and his or her guest(s) or invitee(s).

L. PERSONAL PROPERTY

It is understood and agreed that the University will not be held responsible for loss, damage or theft of personal property of the Student or his/her guest(s) or invitee(s). See "Possessions" in the Housing Handbook.

M. POSSESSIONS

The use, possession or distribution or in any way assisting anyone to use, possess or distribute any harmful and/or illegal non-prescribed drugs or controlled substances, alcohol and tobacco products by anyone associated with the Biola University community is prohibited. Illicit drugs and related paraphernalia, alcohol and tobacco products are strictly prohibited on University property. Substances so prohibited will be confiscated and appropriate disciplinary and/or legal action initiated.

N. MAINTENANCE

Students shall make the assigned premises available during normal business hours to University staff for the purpose of entering to make necessary repairs, decorations, alterations or improvements, or to supply necessary services, or to show the premises to workmen or contractors. Maintenance technicians will be working in the halls between the hours of 9:30 a.m. and 6:00 p.m. Students are advised to use discretion in their dress when walking through the hallways during these hours. In an emergency, University personnel may enter the premises at any time for the purpose of making corrections or repairs. See "Entry" in the Housing Handbook for details

O. ENTRY

The University reserves the right to enter rooms in the case of emergency, health and safety inspections, to enforce University rules, regulations and policies, to show vacancies to prospective residents and in the case of suspected violations of rules or regulations or federal, state or local laws or ordinances. See "Entry" in the Housing Handbook for details.

P. RESOLUTION OF DISPUTES

Should any dispute arise concerning any term of this Contract which the parties are unable to resolve among themselves, the parties agree to submit the dispute to the Center for Conflict Resolution - Los Angeles County for mediation/arbitration in accordance with its rules of procedure.

Q. ATTORNEY'S FEES

Should any litigation or arbitration be commenced between the parties to this contract concerning said premises, this contract, or the rights and duties of either in relation thereto, the party, University or Student, prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in the litigation or arbitration which shall be determined by the court in such litigation or by the arbitrator in any arbitration proceeding.

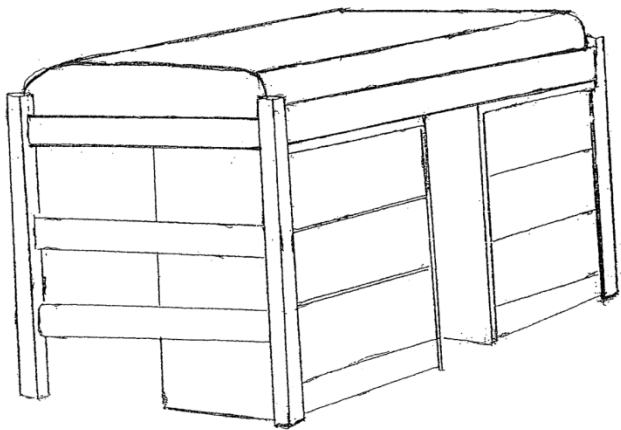
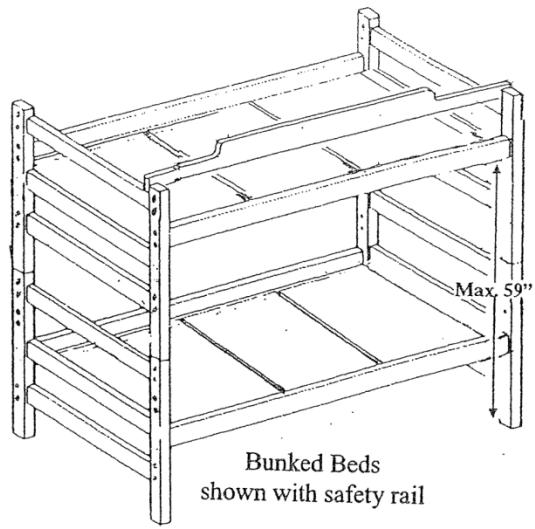
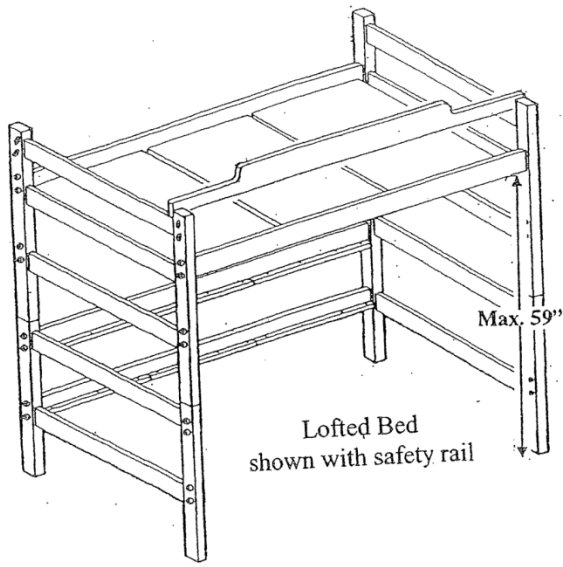
R. MANDATORY MEAL PLANS

Assignment of students to University undergraduate residence halls includes a mandatory meal plan. Meal plan rates are listed in the current Housing Handbook. Each student assigned to undergraduate residence hall housing shall sign a Meal Plan Contract.

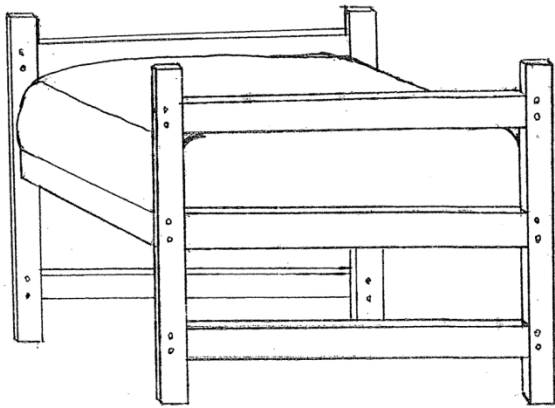
S. LOFT/BUNK BED WAIVER

University employees will set up all lofts and top bunks with supplemental side rails to help prevent the risk of injury from falling. Use of lofted beds or top bunks or lofts without side rails may increase the risk of injury from falling from the bed. In addition, bunked and lofted beds are designed to be used with the upper level mattress support surface at a maximum height of 59 inches from the floor. Bunk beds are designed to support a maximum of two sleeping surfaces only. The following diagrams illustrate the only approved configurations of bed furniture.

Available Bed Configurations



"Captain's Height" Bed
shown with dressers underneath



Standard Bed Set-Up

Residents freely agree to assume and take on themselves full responsibility for any risks of loss, property damage or personal injury that may be sustained as a result of their decision to remove supplemental side rails installed on any top bunk or loft bed (see the Signature section below).

T. SIGNATURE - 2015/2016 HOUSING CONTRACT

The Student understands and agrees that he/she has access to the current Student Handbook and Housing Handbook, and that it is his/her responsibility to read and be familiar with all rules, regulations, procedures and policies of the University. The Student understands and agrees that by agreeing to this Contract he/she is **liable for all terms of this Contract and of the Biola Student Handbook and Biola Housing Handbook.**

The Student understands and agrees that by agreeing to this Contract he/she agrees that if he/she fails to **claim the room assignment by Noon on either of the Housing Claim Deadline dates** he/she will **forfeit the housing reservation deposit** and be charged **one month's prorated housing fee**. Notice of cancellation must be in writing to the Housing Office in Student Development.

The Student understands and agrees that by agreeing to this Contract he/she agrees to release, indemnify, hold harmless and forever discharge the University, its directors, trustees, officers, employees and agents, from any and all claims and causes of action which might be brought by them (or by their parents or dependents) for any loss of property, personal injury or death sustained by them, including court costs and attorney's fees, arising out of or related to: (1) the decision to use a bunked or lofted bed without supplemental side rails; and/or (2) any use of Biola University bunk/loft furniture in ways that do not comply with the stated design limitations in section R. LOFT/BUNK WAIVER of this Contract.

The Student understands and agrees that by agreeing to this Contract he/she agrees that it is his/her responsibility to read and be familiar with the Campus Safety Handbook, available at the Campus Safety Office or via the Biola University website (http://www.biola.edu/offices/campus_safety/handbook/handbook.pdf).

The Student understands and agrees that these rules, regulations, policies and procedures may not be altered verbally. The Student specifically understands and agrees that, while he/she may seek advice from University personnel, any such advice does not alter or waive any of the terms of the Student Handbook or Housing Handbook.

*If the Student is a minor (under the age of 18), the parent/guardian of the Student is required to sign below indicating his/her agreement to the terms of the Contract and return a **full copy** of the Contract to Biola:*

by mail: Biola University

Attn: Housing Department

13800 Biola Ave.,

La Mirada, CA 90639

or by FAX:

562-906-4567

or as an e-mail attachment:

undergrad.housing@biola.edu

Dated: _____ Signature of Parent/Guardian of Student: _____

Printed Name of Parent/Guardian: _____

Student Legal Name: _____ Student ID Number: _____