

# 2009-2010 Student Housing Contract

THIS AGREEMENT is a contract between the University of the Pacific ("Pacific"), and the individual named below ("Student"). This contract 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 the University of the Pacific. Any exceptions must be authorized by the Assistant Vice President for Residential Living and Dining Services or his/her designee (generally the Associate Director for Facilities and Administrative Operations). Student and his/her parents and guardians (collectively "Responsible Parties") are urged to carefully read the terms and conditions of this contract.

## Student Information *(Please Print or Type)*

Name: \_\_\_\_\_ Gender:  Male  Female

University ID Number: \_\_\_\_\_

Class Standing:  Freshman  Sophomore  Junior  Senior  Transfer  
 Dental Hygiene  Graduate  Professional Pharmacy  Other:

Current Mailing Address: \_\_\_\_\_

Current Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Permanent Mailing Address: \_\_\_\_\_

Permanent Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

## Parent/Guardian Information *(Please Print or Type)*

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Mailing Address: \_\_\_\_\_

Parent/Guardian Daytime Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Parent/Guardian Evening Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

**1. Term:** The contracted period of occupancy, as determined by Pacific, is for one "academic year" or any remaining balance thereof. The academic year begins at 9:00 AM on the day proceeding the first day of class for the fall term based on the published general term or pharmacy term academic calendar, whichever governs Student's academic program. It continues through 24 hours after the conclusion of Student's last exam of the spring semester or 9:00 AM on the day immediately following the last day of final examinations for the spring term, whichever occurs first. In the event Student's academic program is not governed by the general university or pharmacy academic calendar, the contract will follow the general university academic calendar. Graduating students may remain in university accommodations until 9:00 AM the day following commencement exercises. Students may be authorized to check in prior to the contracted period of occupancy, but may be assessed additional daily room and dining plan charges.

All residence communities, including fraternities and sororities ("Greek houses"), except the apartment facilities, are closed during the December winter break period. The December winter break period will be determined in the sole discretion of Pacific. Dining facilities are closed during school breaks, which will be determined in the sole discretion of Pacific.

Any student who leaves any university housing without an official, written, approved release from the Assistant Vice President for Residential Living and Dining Services or his/her designee (generally the Associate Director for Facilities and Administrative Operations) continues to be liable for charges during the contract period.

The Student Housing Contract is not in effect and is not guaranteed unless it is reviewed and approved by the official university representative. Once reviewed and approved, the Student Housing Contract is effective as of the date and year listed next to Student's signature.

Pacific may cancel the reservation of a student who fails to officially check-in to his/her assigned space before 9:00 AM on the first day of classes of each term, or if during the term, twenty-four hours after the contract is signed, unless arrangements have been made with the Assistant Vice President for Residential Living and Dining Services or his/her designee (generally the Associate Director for Facilities and Administrative Operations). Official check-in involves acceptance of building and room/apartment keys and completion of a Room/Apartment Condition Report. Students who fail to make payment by the first day of the term or make arrangements will forfeit their space in on-campus housing and Housing Reservation Deposit.

**2. Occupancy and Inspection:** The Student Housing Contract is a legally binding contract that covers room and dining plan accommodations in university housing consisting residence halls, apartments, Greek houses or affiliated housing. Pacific grants Student permission to occupy and use said housing

accommodations upon execution indicating acceptance of the terms and conditions set forth in this Agreement. Student agrees to use university housing accommodations in accordance with all Federal, State and Local laws and the regulations, policies and guidelines set forth in Tiger Lore, the university Catalog, the Life On-Campus brochure, and other publications of the Housing and Greek Life Office and Pacific, as now or hereafter enacted, all of which are incorporated herein by reference. Student will only use the housing accommodations in a reasonable manner including the reasonable use of all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities. When Student moves in, he/she will jointly inspect the university housing accommodation and shall give Pacific a written report of any damaged condition to the housing accommodation.

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 house. This contract is for a residential space and not a specific room. Students may request room assignments with specific individuals when applying for housing. Students will be requested to complete a roommate(s) preference survey indicating their requests for specific individuals or interest. 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 Housing and Greek Life Office.

**3. Student Dining Plan:** All residence hall and apartment students are required to participate in a university meal plan each term. Students residing in the fraternities and sororities are required to participate in either a university or fraternity/sorority meal plan each term a university meal plan is offered. Students residing in the residence halls must participate in at least a Silver Meal Plan. Students residing in the apartment 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 winter term and winter term to spring term for Pharmacy term students). Unused points are forfeited at the end of the academic year. All dining points are nontransferable. Students may not lower their meal plan for a particular term after the beginning of that term or other deadline date published by the Housing and Greek Life Office, whichever occurs first. Exceptions or reductions to the resident dining plan will only be considered for medical reasons, religious restrictions, or participation in university co-operative experiences. Meal plans are not available during the general university summer terms, but PacificCash is accepted. Additional meal plan rules published by the Housing and Greek Life Office, as now or hereafter enacted, are incorporated herein by reference.

**4. Fees and Costs:** For the accommodations assigned and dining points offered, Student agrees to pay Pacific the amounts listed as follows:

(a) Housing Reservation Deposit. A Housing Reservation Deposit in the amount of \$250.00 upon the execution of this Agreement is required of all students who have never lived in Pacific housing. Students returning to housing are not required to pay this deposit. This Housing Reservation Deposit will be credited to Student's university account by the second week of the first semester of occupancy, except as stated in paragraph 6, "Breach, Termination, or Abandonment; Fees." All Housing Reservation Deposits are non-refundable, unless Pacific is unable to honor the request for on-campus housing or the student cancels enrollment with Pacific prior to May 1, 2009.

(b) Fall Housing and Dining Fee. A fall term (fall term for Pharmacy students) housing and dining fee, minus the \$250.00 Housing Reservation Deposit referenced in item 4(a) and payable on Pacific's established due date. Rates are published prior to the beginning of the fall semester and are available from the Housing and Greek Life Office. Rates are subject to change.

(c) Spring (Winter) Housing and Dining Fee. A spring term (winter term for Pharmacy students) housing and dining fee payable on Pacific's established due date. Rates are published prior to the beginning of the fall semester and are available from the Housing and Greek Life Office. Rates are subject to change.

(d) Spring Housing and Dining Fee—Pharmacy. If Student's program is governed by the pharmacy term calendar, a spring Pharmacy term housing and dining fee payable on Pacific's established due date. Rates are published prior to the beginning of the fall semester and are available from the Housing and Greek Life Office. Rates are subject to change.

All students living on-campus are required to purchase a dining plan each term. In addition to the fees and costs described above, the student is responsible for direct payment of costs including, but not limited to: telephone instruments, all telephone charges, computer hardware for connections to Pacific's intranet and to the Internet, university parking fees and premium cable television channels.

**5. Prorated Charges:** Housing and dining charges are assessed by the term and are due as billed by the Office of Student Accounts. If Student contracts for university housing for less than a full term, or Student is released from his/her contract, Student agrees to pay charges according to the following rules:

(a) If Student takes possession of (receive keys and check-in) university housing or uses a meal plan, Student agrees to pay at least 20% of the term charges.

(b) If Student maintains possession of a university residence or meal plan for more than 20% of the term, Student agrees to pay room and dining rates on a prorated scale based on the number of days of occupancy.

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: *(Required if student is under 18)* \_\_\_\_\_ Date: \_\_\_\_\_

After executing this contract, please return it to:

Housing and Greek Life Office, Bannister Hall, 2nd Floor, 3601 Pacific Avenue, Stockton, CA 95211

(209) 946-2331 • fax (209) 946-2688 • iamhome@pacific.edu



**FOR UNIVERSITY USE ONLY** Hall and Apartment/Room Assignment: \_\_\_\_\_

Reviewed and approved by authorized university representative: \_\_\_\_\_ Date: \_\_\_\_\_

(c) If Student moves-in or signs-up within the first seven (7) days of the term, Student agrees to pay from the first day of the term. If Student officially checks-out during the last twelve days of the term, Student agrees to pay through the last day of the term.

#### **6. Breach, Termination, or Abandonment; Fees:**

Pacific, Student, Responsible Parties agree that every condition, covenant, and provision of this Agreement is material and reasonable. Any breach by Student of a condition, covenant, or provision of this contract will constitute a material breach. For any material breach by Student, Pacific may provide Student with a written three-day notice that describes the breach and demands that Student cure the default, if a cure is possible. If Student does not cure the default within the three days, or if a cure is not possible, this Agreement will be terminated and Student must vacate immediately. If 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, Pacific may terminate the Student Housing Contract.

Pacific may terminate or suspend the contract if Student breaches any of the terms or conditions within this Agreement, including violations of Pacific's Honor Code, Student Code of Conduct, University Policies and other terms incorporated into this Agreement by reference. Student agrees that the failure to provide correct material information on their admission documentation or this Agreement permits Pacific to terminate and end this Agreement.

There is a minimum Contract Termination Fee of three hundred dollars (\$300). Contracts terminated before May 1, 2009 are subject to a three hundred (\$300) fee. Contracts terminated between May 1, 2009 and July 1, 2009 are subject to a six hundred (\$600) fee. Contracts terminated or premises abandoned after July 1, 2009 are subject to an eight hundred (\$800) fee, in addition to any daily room and meal rates incurred by the student while residing on-campus. Prior to May 1, 2009 students are able to request a contract termination without filing a petition unless they are required to live on-campus by University Policy. Requests must be made in writing to the Housing and Greek Life Office.

After May 1, 2009, or five business days after contract submission if submitted after May 1, 2009, Student is obligated to the terms and conditions of this contract for the period indicated, and is responsible for all term housing and dining fees. If Student wishes to terminate his/her contract after May 1, 2009, Student must petition, in writing, for termination. The Housing and Greek Life Office does not guarantee the granting of petitions.

There is no Contract Termination Fee for contracts terminated for the following reasons: (a) Student ceases to be a full-time student by reason of graduation, transfer, leave of absence, or termination of student status at Pacific, (b) Student marries or enters into a registered domestic partnership after the execution of contract (proof of marriage or registered domestic partnership required), and (c) for other rare and extenuating reasons subject to the approval of the Housing and Greek Life Office's Petition Review Committee and the Assistant Vice President for Residential Living and Dining Services or his/her designee (generally the Associate Director for Facilities and Administrative Operations).

Student may not terminate the contract by requesting to move from a university operated residence community to a private Greek house. Requests for release from the Student Housing Contract are granted at the sole discretion of the Housing and Greek Life Office, under rare and extenuating circumstances, and only after all other residential options have been explored. Only if a contract termination is approved in writing by the Assistant Vice President for Residential Living and Dining Services or his/her designee (generally the Associate Director for Facilities and Administrative Operations) will such termination be deemed to be effective. Students will be charged a Termination Fee.

If Student is removed or evicted from university-owned housing, he/she forfeits to Pacific any housing and dining contract fees for that term. Should Student be re-admitted to university-owned housing in future terms, forfeited housing and dining contract fees will not be applied to Student's new contract.

**7. Residential Living Policy:** The University of the Pacific requires all students of freshmen and sophomore class standing who are under the age of 23 to live on-campus. Exceptions to this requirement are limited to:

- students who live with their parents/guardians in their permanent residence within 50 miles of the University of the Pacific's Stockton campus, or
  - students who are participating in a specific academic program involving study abroad or a non-local internship or cooperative education experience which is more than 50 miles of the University of the Pacific's Stockton campus, or
  - students who are married, in a registered domestic partnership, or a similar legal relationship and 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.
- Student must submit in writing to the Housing and Greek Life Office by June 30, 2009 any request to be released from the Residential Living Policy along with proper documentation to support their request. If Student does not request or is not released from the Residential Living Policy, Student will still be billed for room and board charges and fees. Once Student has submitted a signed contract, Student forfeits the exception to the Residential Living Policy.

**8. Personal Property:** Pacific does not assume any obligation to pay for the loss of or damage to items of personal property of students which occurs in its buildings or on its grounds. Students and Responsible Parties are encouraged to carry appropriate insurance to cover such losses and damages. Pacific assumes no responsibility for property left after termination of occupancy.

**9. Entry and Room Search:** Pacific will respect Student's right to be free of unreasonable searches and intrusions in Student's living area, reasonableness to be determined by Pacific in its efforts to protect the safety and health of persons and

property, and also subject to the following: authorized Pacific personnel may enter Student's residence with or without notice under certain limited circumstances. Upon Twenty-Four (24) hours prior notice and approval from the Assistant Vice President for Residential Living and Dining Services or his/her designee, authorized Pacific personnel may enter and search Student's residence during normal business hours for reasons pertaining to health, safety, general welfare, necessary repairs or improvements or to insure compliance with this Agreement and other Pacific policies and guidelines. Authorized Pacific personnel may enter and search Student's residence without prior notice upon approval from the Assistant Vice President for Residential Living and Dining Services or his/her designee if (i) Student abandons or surrenders the residence, (ii) prior notice is impracticable, (iii) an emergency situation exists, or (iv) Pacific has a reasonably perceived belief that a crime and/or violation of Pacific policy is occurring or has immediately occurred.

Note: (1) Written notification will be left in the room whenever there has been entry without prior notice. (2) Health and Safety Inspections are conducted in every residence facility at least once per semester with at least 24 hours prior notice to Student. (3) For the protection of Student and Pacific, Pacific may enter Student's room for security purposes during breaks.

**10. Maintenance of Premises:** Student agrees to give reasonable care to the room and its furnishings and to make payment for any damage or loss promptly upon demand by Pacific. Student agrees to be jointly and severally responsible with other residents for the protection of Pacific owned housing, its furnishings and equipment. All of the residents of a building or floor may be held jointly and severally responsible for loss, damage, and defacement to common areas and furnishings. 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 Assistant Vice President for Residential Living and Dining Services or his/her designee (generally the Associate Director for Facilities and Administrative Operations). Student may not repair any damages to Pacific facilities or furnishings. Repair requests are submitted to the Housing and Greek Life Office through Pacific's portal, <http://insidepacific.pacific.edu>. By submitting a repair request, Student grants Pacific personnel permission to enter, without prior written notice, his or her room in their absence to complete the requested repair.

**11. Guests:** A "guest" is an individual who is not a resident of a particular room whose is present in a room or residential facility at the invitation of a resident of that room or residential facility. Students are permitted to have guests in their rooms subject to the following conditions:

- Overnight guests must have the approval of all residents of the room. Overnight guests may not stay in common areas of a residential facility (e.g., lounges, hallways).
- Overnight guests may stay in a residential community for no more than three consecutive days and no more than four times each semester/term. Under rare and extenuating circumstances, an exception may be granted in writing by the Assistant Vice President for Residential Living and Dining Services or his/her designee.
- Student must register overnight guests who are not on-campus residents with the Housing and Greek Life Office prior to the guest's arrival. Student must conform to the guest registration process, as now or hereafter enacted, of the Housing and Greek Life Office.
- No more than two concurrent overnight guests may stay in each room or apartment at any given time.
- Students are responsible for the conduct of all their guest(s).
- Guests will observe all university regulations, adhere to the policies listed in *Tiger Lore*, and promptly comply with the directions of all university employees, including Resident Assistants and Graduate Residence Directors. Any guest found in violation of any policy may be removed from the residential community and denied further visiting privileges.
- Any Student who hosts a guest in violation of this Agreement or other Pacific policy is subject to judicial sanctions, may be evicted, and Student will be liable for any charges under section 11 of these terms and conditions.

Pacific reserves the right to withdraw the guest privileges of any resident.

**12. Pets:** Student agrees not to possess, secret, or keep any animal or pet on-campus except for tropical, non-poisonous fish in a fish tank is no larger than 5 gallons. In the event Student possesses, secrets, or keeps an animal or pet on-campus in violation of this agreement, Student agrees to immediately remove the animal or pet pay a charge equal to the actual cost of cleaning the residence hall room, Greek house room or the entire apartment plus a \$300 administrative fee as liquidated damages. If Student fails to immediately remove the animal or pet, Pacific will terminate this agreement and Student agrees to forfeit housing and dining fees for the remainder of the semester and pay an additional \$800 contract termination fee as liquidated damages. Further, Pacific will deny Student the opportunity to live on-campus in the future.

**13. 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 university 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 university housing or Pacific.

**14. Additional Prohibitions:** Student agrees to not possess, carry, hold, secret, keep, or use any of the following items, or other similar items, in or around on-campus housing:

- Illegal drugs and controlled substances, and paraphernalia;
- Open flames; candles; sun lamps; incense; hookahs;
- Large holiday/string lights;
- Halogen Lamps;
- Space heaters;
- Cinder blocks;
- Wireless routers;

- All routers and hubs connected to PacificNet;
- Stolen merchandise such as milk cases, etc. and all street signs;
- Motorcycles, motor bikes and any type of gas powered engines;
- Water-filled furniture;
- Exterior antennas and satellite dishes; outdoor clotheslines;
- Metal tipped dartboard sets;
- Dead plants or trees;
- Drum sets or any musical equipment connected to an amplifier;
- Items on windows other than those provided by Pacific;
- Any attachments to interior/exterior walls and doors other than those provided by Pacific;
- Extension cords without a UL approved circuit breaker;
- Painting any interior or exterior of the housing facility;
- Removal of any window screens, curtain rods or other items affixed to any part of the housing facility.

**15. Unsatisfied Financial Obligations:** Unsatisfied financial obligations will result in Pacific withholding all services including instruction, scheduling, registration, grades, transcripts, and diplomas until Student's account has been settled. If Student fails to make payments necessary to satisfy any outstanding balance, Student's account will be turned over to an outside collection agency. Student agrees to be responsible for all collection costs and reasonable attorney fees 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:** This instrument, including 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. Any oral representation, modification, or change concerning this Agreement, or the terms or conditions of this Agreement, shall be of no force and effect, except for a subsequent modification being reduced to a writing and signed by the parties to this Agreement.

**17. Final and Binding Arbitration:** Student and Pacific agree that any and all disputes with regard to the interpretation or application of this Agreement or of the housing of student in general, shall be exclusively resolved by private arbitration in lieu of civil court. THIS IS A WAIVER OF TRIAL BY COURT OR BY JURY. Both parties agree that the arbitrator and the rules of arbitration shall be pursuant to the Commercial Rules of American Arbitration Association and the arbitration shall take place in Stockton, California. The substantive law to be applied shall be that of the State of California. The award of the arbitrator shall be subject to review only in the County of San Joaquin and only as provided in the Code of Civil Procedure of California.

**18. Incorporated Agreements:** Pacific, Student and Responsible Parties acknowledge and agree to the Terms and Conditions set forth in this Agreement which incorporates further terms and conditions in *Tiger Lore*, University Catalog, the Life On-Campus brochure, meal plan rules, and other publications of the Housing and Greek Life Office, as now or hereafter enacted.

#### **19. Other Important Terms:**

- Nontransferable. Student acknowledges and agrees that this Agreement is nontransferable and cannot be assigned.
- Use of Premises. Student agrees the premises will not be used for any illegal purposes and he/she will refrain from, and cause his/her guests to refrain from destroying, defacing, damaging or removing any part of the premises.
- Smoking Policy. Student agrees to refrain from smoking or using pipes or other smoking devices in his/her room and in or around all residential facilities.
- Locks. Student may not change or add any lock to the premises. Student may request Pacific to change or add a lock at additional cost to Student.
- Parental Notification. In the event Pacific reasonably believes that Student has gone missing, Student authorizes Pacific to notify his/her parents or guardians that the student may be missing.
- 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 when personally delivered to the party to whom the notice is directed or, in lieu of personal service, when deposited University of the Pacific Campus Mail or, in the case of breach of the contract, in the United States mail, first-class postage prepaid, addressed to Student at his/her on-campus address and to Pacific at Housing and Greek Life Office, Bannister Hall 2nd Floor, 3601 Pacific Avenue, Stockton, CA 95211.
- Waiver. The waiver by Pacific of any breach by Student of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by Student either of the same or of another provision of this Agreement.
- Unenforceable Terms. Pacific and Student agree that if any provision or term of this Agreement shall be found to be illegal or unenforceable, such provision or term shall be enforced to the maximum extent possible and the remaining terms and provisions of this Agreement shall remain fully effective and enforceable.

IN WITNESS WHEREOF, this contract is executed, once it has been reviewed and approved by the authorized university representative, as of the date and year listed next to Student's signature.