

**Resident License Agreement
2023-2024
Chapman University
Residence Life and First Year Experience**

This Resident License Agreement (“RLA”), is made by and between the undersigned, a registered Chapman University student (the “resident”), and Chapman University (the “University”).

1. **License to Use Residence:** Upon the Effective Date, the University hereby licenses to the resident and the resident hereby accepts from the University a room, as more particularly described in Section 22 below (the “residence”), which residence is located in a Residence Hall (commonly known as Glass (north and south towers), Henley, Morlan, and Pralle-Sodaro Hall or the Sandhu Residence Center), or a University Apartment (commonly known as Chapman Grand, Davis, Glass (center tower), Harris, The K, and Panther Village), all upon the terms and conditions set forth in this RLA. The “Effective Date” shall be the date upon which the University first assigns a residence to the resident under this RLA. Assignment to a particular residence shall be at the University’s sole discretion.
2. **Eligibility:** During the entire term of this RLA, the resident must meet the following eligibility requirements: (a) the resident must be enrolled in courses or at Chapman University, and (b) in the case of University residents, the resident must be enrolled with the University in Nine (9) units as an undergraduate or Six (6) units as a graduate, or the resident must be determined otherwise eligible by the Assistant Dean of Students of Residence Life and First Year Experience or designee.

In the event that the resident plans to withdraw from the University (or will otherwise not be enrolled in the required units to satisfy the eligibility requirements), or will otherwise fail to meet the eligibility requirements described in the previous paragraph, the resident must, at least Thirty (30) days prior to such event, deliver written notification of such event to Residence Life and First Year Experience (notifying other University offices or departments will not be accepted as substitution for this requirement); Graduating seniors and students who will study abroad must submit their request for release from this RLA to Residence Life and First Year Experience on or before December 1, 2023. If the resident fails to meet the eligibility requirements, then the resident must check out in accordance with Section 14 below and must vacate the residence within Seventy-Two (72) hours after the University’s delivery of written notice. Residents who do not meet eligibility requirements and their residency is terminated prior to the end of the term of this agreement will be held financially responsible for the remainder of their license agreement as they will have not met all their duties and financial obligations under the RLA. See Section 18 for details on termination policy.

3. **Term of RLA; Dates of Occupancy; Termination:** Unless terminated early in accordance with this RLA, the term shall be as set forth below:

Nine (9) months (one academic year, fall and spring): Commencing on the Date of Check-In and terminating on May 18, 2024 (or 24 hours after the resident’s regularly scheduled final exam). The resident must vacate the residence on the earlier of: (i) 24-hours after the resident’s last final exam or (ii) by 12 noon on May 18, 2024 (unless graduating, then the resident must vacate by 12 noon, May 20, 2024). The “Date of Check-In” is the date assigned by the University to the resident upon which the resident may move into an assigned residence.

The permitted occupancy of a residence by any resident before or after the dates of occupancy set forth above is subject to all terms, policies and procedures as set forth in this RLA.

The RLA shall automatically terminate if, at its sole non-grievable discretion, the University closes the University housing facility in which the residence is located. Except as set forth in Section 18 of this RLA, the resident may not terminate or cancel the RLA.

Twelve (12) months (summer plus one academic year): Commencing on the Date of Check-In and terminating May 18, 2024 or 24 hours after the resident’s regularly scheduled final exam). The resident must vacate the residence on the earlier of: (i) 24-hours after the resident’s last final exam or (ii) by 12 noon on May 18, 2024 (unless graduating, then the resident must vacate by 12 noon, May 20, 2024). The “Date of Check-In” is the date assigned by the University to the resident upon which the resident may move into an assigned residence.

Resident will move from spring assignment to 12-month assignment or to a temporary assignment until resident’s 12-month assignment is ready. Resident must remain in the local area until movement to the 12-month assignment is available. **The board plan ceases on May 17, 2024; resident is responsible for all meals after this time whether or not the 12-month assignment is ready at that time.**

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The permitted occupancy of a residence by any resident before or after the dates of occupancy set forth above is subject to all terms, policies and procedures as set forth in this RLA.

The RLA shall automatically terminate if, at its sole non-grievable discretion, the University closes the University housing facility in which the residence is located. Except as set forth in Section 18 of this RLA, the resident may not terminate or cancel the RLA.

Summer Only: Commencing on the Date of Check-In and terminating on August 5, 2023 The "Date of Check-In" is the date assigned by the University to the resident upon which the resident may move into an assigned residence. Resident will move from spring assignment to summer assignment or to a temporary assignment until resident's summer assignment is ready. Resident must remain in the local area until movement to the summer assignment is available. **The board plan ceases on May 19, 2023; resident is responsible for all meals after this time whether or not the summer assignment is ready at that time.** The resident must vacate the residence by 12 noon on August 5, 2023 (or once fall assignment becomes available). If the resident is living in fall housing, they will move to their fall assignment on August 5, 2023, or as soon as it is ready for occupancy during the end of summer turnover.

The permitted occupancy of a residence by any resident before or after the dates of occupancy set forth above is subject to all terms, policies and procedures as set forth in this RLA.

The RLA shall automatically terminate if, at its sole non-grievable discretion, the University closes the University housing facility in which the residence is located. Except as set forth in Section 18 of this RLA, the resident may not terminate or cancel the RLA.

4. **Rates; Billing; Payment:** Rates for room and meal plans are determined annually and are based upon combinations of the hall assignment room occupancy. Rates are published each spring and are included at the end of this document. Rates are also published online on the Residence Life and First Year Experience website. The University reserves the right to change room and meal plan rates during the term of the RLA.

The resident authorizes the University to post all applicable charges to their student account through Student Business Services Office. The resident understands that the charges may include, but may not be limited to, room and meal plan costs, conduct-related fines, fees related to housing processes, and reimbursement of damages.

Payments for housing charges are due in full according to the date indicated on resident's billing statements issued by the Student Business Services Office and in accordance with Section 6 of this agreement. If the resident defers full payment of the rate by signing a Business Office payment note, then the payment of such note is subject to the deadlines agreed to by the resident and Student Business Services Office. All payment policies are outlined on the Student Business Services Office website (<http://www.chapman.edu/students/tuition-and-aid/sbs/index.aspx>). The resident's failure to comply with such deadlines is, in the University's sole non-grievable discretion, cause for the University's removal of the resident from University housing.

Major construction may take place in some residence areas; residents who elect to live on campus during this time are advised that construction activities will commence early in the mornings (7:00am) and continue throughout the day and possibly on weekends. We apologize for any inconvenience that projects cause residents. However, no rate reductions will be offered for noise, traffic, or other disruptions that may result from the ongoing construction projects in any residential area.

5. **Housing Reservation Payment:** All residents are required to submit a \$500 Housing Reservation Payment. This payment will be applied to the resident's student account and serve as a payment towards the following license term's associated costs. The \$500 Housing Reservation Payment is a non-refundable payment, unless deemed otherwise by the Assistant Dean of Students of Residence and First Year Experience or designee. Each year that a resident chooses a residence for the subsequent summer or academic year, the resident will be required to submit another \$500 Housing Reservation Payment to secure their residential assignment. Failure to submit this payment by the advertised deadline may result in forfeiture of the assignment.
6. **Indebtedness:** The resident's failure to satisfy its financial obligations under this RLA may result, at the University's election and in addition to the other remedies available to the University, in the denial of further meals, removal of building and room access,

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withholding of issuance or transfer of grade transcripts and/or enrollment, and/or reassignment and/or termination of this RLA pursuant to University rules and regulations governing the imposition of these sanctions and remedies.

Summer language addition: Summer residents must pay for the entire summer rent by June 1, 2023 make other arrangements with Student Business Services. Failure to make timely and complete summer rental fee payments on the dates listed above may result in, but not be limited to, late fees, loss of current or future summer or academic year housing residency, and the advent of eviction proceedings.

7. **RLA Assignment:** This RLA and right of occupancy hereby conferred are not transferable nor assignable and the resident shall not sublease its interest in the residence or otherwise grant any occupancy rights to the residence to any third party. Unless the resident receives prior written approval from Residence Life and First Year Experience, any purported transfer, assignment, or sublease of this RLA shall result in immediate termination of this RLA, solely at the election of the University.
8. **Relocation of a Resident:** The University, in its sole non-grievable discretion, may relocate the resident to any comparable residence in another location. Summer residents who execute the RLA either for a summer only or for a 12-month term may be required to live in temporary alternate housing until their summer assignment is ready. In order to respond to communicable diseases that may threaten the safety of its students, employees or community members, the University may require a resident to leave campus or to relocate to a different residence or housing for purposes of isolation.
9. **Guests:** The resident is responsible for the conduct of each of its guests. The resident must, at all times, accompany their guests while they are on University property; unaccompanied guests will be removed from University property and may be subject to arrest. The resident will be held financially responsible for their guests and visitors who cause damage. All guests must abide by University policies as well as local, state and federal laws. These policies are subject to change, and it is the responsibility of the resident to abide by the currently posted guest policies for residential communities. In addition to the foregoing, the resident will be responsible through the Student Conduct system for policy violations of its guests. These policies are provided in the Student Conduct Code, the Course Catalogue, and other relevant University Publications, each of which is incorporated herein by this reference and available at Residence Life and First Year Experience for viewing.
10. **Resident's Indemnity for Damages and Costs:** The resident hereby agrees to be personally liable for loss or damage to the residence, its furnishings, and the areas outside the residence, and the resident will indemnify and hold the University harmless for all loss or damage caused by the resident and/or its guests to the residence, University property, and/or third party property. The resident hereby agrees to pay for damages, lost property and/or extraordinary service costs (including, without limitation, utility, fire, police, security, or other public or safety services), caused by the resident's and/or their guest's actions or omissions within the residence and all other areas surrounding the residence hall or building. **Residents living together shall each be held jointly and severally liable for the costs of all damages and moneys owed to the University under this RLA—meaning that each resident is fully responsible for these obligations whether incurred by the resident living in the unit or their roommate(s).** Facilities Management staff will determine repair costs. The University is not liable for any damage caused by the resident or their guest.
11. **Non-Liability of the University:** The University will not assume responsibility for any claims for damages or personal injury sustained by the resident, or its guests, or others in its residence or within the residence as a result of its acts or omissions, or as a result of any changes or modifications made to its residence or furnishings, such as, but not limited to: the construction or modification of bunk beds, bookshelves, lofts, partitions, or other structures. The University is not liable for lost, stolen, or damaged property belonging to the resident or its guests, regardless of where the loss, theft, or damage occurs, including, without limitation, University storage facilities. **The University strongly recommends that the resident insure its personal belongings.** Any student who intentionally or unintentionally causes a fire sprinkler to activate, through heat, contact, or other means, will be held liable for any damages, losses, or injuries that are caused by the activation of the sprinkler, including, but not limited to, damage to their property, property of other residents, and University property. The University is not liable for any damage or personal injury occurring to resident or property due to such activation of fire sprinklers. The resident hereby releases, acquits, and forever discharges the University, its agents, employees, and its successors and assigns, from any and all claims, demands, actions, and causes of action, known or unknown, or otherwise arising out of or in any way connected with or related to the damage or personal injury to person or property occurring in, on, or about the residence and attributable to acts or omissions of the resident, including damages or injuries caused by their guests.

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12. **University's Entry into the Residence:** Upon Twenty-Four (24) hours prior notice and approval from the Assistant Dean of Students of Residence Life and First Year Experience or designee, authorized University personnel may enter and search the resident's residence during normal business hours for reasons pertaining to health, safety, general welfare, necessary repairs or improvements facilities planning, tours for prospective students and/or residents, and/or to insure compliance with the RLA and University or Residence Life policies and guidelines. Authorized University personnel may enter and search the residence without prior notice if (i) the resident abandons or surrenders the residence, (ii) prior notice is impracticable, (iii) an emergency situation exists, (iv) reasonable belief that a crime and/or violation of University policy is occurring or has occurred, or (v) the resident is present and consents to entry at the time of entry. Note: Health and Safety Inspections are conducted by Residence Life and First Year Experience staff in conjunction with Facilities Management staff in every residence facility at least once per semester with at least 24 hours' prior notice to the resident.

13. **Furnishings:** Residence Hall rooms are furnished with basic furniture for one, two, three, or four residents. University Apartments are furnished to accommodate the minimum occupancy in the housing assignment. Basic furniture in Residence Halls may include beds, dressers, wardrobes, desks, and desk chairs. Basic furniture in Suites and Apartments may include some or all of the following: beds, dressers, desks, desk chairs, sofa, upholstered chair, coffee table, entertainment stand, dining table, and dining chairs or stools. **Residents in the apartments are hereby advised that, should they choose to have more than the minimum number of residents in an apartment, extra furniture is likely not available; should residents choose to exceed the minimum occupancy of their apartment they will likely have to provide the additional furniture themselves.**

With respect to all Residence Halls and University Apartments, additional furniture is not available and **the resident may not remove University-owned furnishings.** Additionally, all significant furniture rearrangement, including but not limited to bed height adjustments, within a room or apartment **must** be done through a room configuration request available through Residence Life and First Year Experience. For safety reasons, residents may not adjust bed heights or move other major pieces of furniture on their own.

The resident hereby agrees to be financially responsible for the care of all University-owned furnishings. Accordingly, in the event that any furnishing is removed from the residence, the resident shall be responsible for its return and, in the event that any furnishing is damaged or destroyed, the resident shall pay the cost of repair or replacement of such furnishing. **The resident hereby acknowledges and agrees that they have examined the residence and all appliances and fixtures and hereby accepts the same as clean and in operative condition.**

14. **Check-In and Check-Out Responsibilities:** Upon moving into the residence, the resident is responsible for compliance with all check-in procedures. During the check-in period, the resident will sign a completed Room Inventory Form (RIF) indicating the condition of the residence at the time that resident moves in. **If the resident fails to complete all check-in procedures, including but not limited to timely signature of the RIF then the resident will be billed a \$75.00 improper check-in fee.** Within Ten (10) days after receipt of University's notice, the resident must pay the improper check-in fee. The resident shall jointly maintain in a clean, safe, sanitary and good condition the residence and the areas directly in front of the residence with the other resident(s) who are assigned to that unit.

The resident shall complete all check out procedures. The resident shall leave the residence in a clean and orderly condition upon termination of residency. Upon checkout, and not before, the resident will sign the original RIF indicating the original room condition. Any discrepancies between the check-in and checkout conditions may result in charges to the resident. The resident may request a pre-inspection with University professional staff (not the Resident Advisors or other paraprofessional staff) prior to check out, but no earlier than two weeks prior to check out, to assess possible damage fees; the final inspection will be assessed after move-out. **If the resident fails to complete all check-out procedures, then the resident will be billed a \$75.00 improper check-out fee.** Within Ten (10) days after receipt of University's notice, the resident must pay the improper check-out fee. The resident shall pay all charges resulting from cleaning of and/or damage to the residence.

If the resident moves out of their residence, then they must remove their belongings from the residence within 72 hours of the checkout date. If the resident fails to remove its belongings from the residence within 72 hours, then the resident's belongings will be removed by the University (to be stored and disposed of as permitted by applicable laws) and **the resident will be charged for damages including, but not limited to, re-keying of the residence and the improper check-out fee.**

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15. **Resident Behavior:** The resident shall abide by University policies and all local, state, and federal laws. If the resident is responsible for disruptive or dangerous behavior or violations of University or Residence Life policies including, but not limited to, drug and alcohol use and abuse, harassment, noise, violence and other inappropriate behaviors, then the resident will be subject to sanctioning that may include involuntary relocation and/or termination of this RLA. If the University terminates this RLA and requires the resident to leave the residence and the Residence Life areas as a result of the resident's behavior, then the resident (i) shall pay to the University the full amount of rent through the remainder of the term of the RLA, and (ii) shall pay any and all cleaning and damage fees resulting from the resident's occupancy of the residence. Additionally, if the University deems the resident a persona non grata in the Residence Life areas, then the resident will not be allowed to return, even as a guest, to any Residence Life area until such time that the Director of Student Conduct and the Director Residence Life and First Year Experience, or their designees, provides written consent to the resident. If the resident is found to be in any Residence Life area after being removed, then the resident may be subject to arrest for trespassing. All standards of the University, as set forth in the Student Conduct Code, Course Catalogue, and other University publications, as each may be modified from time to time by the University, shall be binding upon the resident.
16. **Animals:** Residents shall abide by the animal guidelines in the Student Conduct Code. Animals are not allowed in the Residence Halls or University Apartments with the exception of fish in a tank no larger than 10 gallons. Besides fish, no other pets or animals that can be kept in an aquarium are permitted within the Residence Halls or University Apartments, temporarily or permanently, unless otherwise authorized by Residence Life and First Year Experience staff. Requests for accommodations for service animals or emotional support animals must be made in advance of the animal arriving on campus by contacting Residence Life and First Year Experience. Until a student receives written approval for their emotional support animal, these animals will be subject to the pet policy expectations set forth in this section and in the Student Conduct Code.
17. **Alterations:** The resident shall not make any alteration, addition, or improvement to the interior or exterior of the residence, including, without limitation, painting, wallpapering or permanent shelving, without the prior written permission of the Assistant Dean of Students of Residence Life and First Year Experience or designee. For safety reasons, lofts are not permitted. Any alteration to the residence that is approved by the Assistant Dean of Students of Residence Life and First Year Experience or designee shall become the property of the University or, at the election of the University, shall be removed by resident upon the expiration or earlier termination of this RLA. The resident shall pay all charges associated with restoration and/or damage to the residence caused thereby.
18. **Termination of RLA:**
- A. **Cancellation:** This RLA is not cancelable by the resident except as provided in this Section.
- B. **Termination by the University:** The University may terminate this RLA under any of the following circumstances:
1. **Eligibility.** If a resident fails to meet the eligibility requirements set forth in Section 2, then the University, in its sole non-grievable discretion, may terminate this RLA. If a resident becomes ineligible before the expiration of the entire term of residency, residents must vacate the residence within Seventy-Two (72) hours after the University's delivery of written notice.
 2. **Exigency:** The University may terminate, delay or temporarily suspend performance of any part of this RLA, with or without notice, in the event of an exigency, delay, failure of performance, or circumstance that would make continued operation of the residence or residential housing unfeasible, inadvisable, impossible, illegal, or excusable, including but not limited to any cause beyond the reasonable control of University, including, without limitation, acts of God, natural disasters, strikes, disturbances of peace, riots, war, insurrection, acts of terrorism, governmental action, government shutdowns, government issued states of emergency, quarantine restrictions, epidemics, or other emergencies including planned or unplanned closures of the University campus for public health, welfare, or safety purposes (each, a "Force Majeure Event").
 3. **Violations of Rules and Regulations:** The resident must follow the rules contained in the attached Notice and Acknowledgment for Students. The resident must also follow all of the University's rules and regulations (as set forth in the Student Conduct Code, Course Catalogue, attachments to this RLA, and other University publications) and all local, state and federal laws. If the resident violates any of the University's rules and regulations and/or any local, state, or

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federal law, then, in the sole non-grievable discretion of the University, this RLA may be terminated by the Director of Residence Life and First Year Experience or designee. If the University terminates this RLA under this Section, then the resident shall (i) pay the full amount of rent through the remainder of the term of the RLA, and (ii) pay any and all cleaning and damage fees resulting from the resident's occupancy of the residence.

4. Breach of Contract: In the event that the resident breaches any term or condition set forth in this RLA, the University, in its sole non-grievable discretion, may terminate this RLA and the resident shall vacate the residence within 72 hours of its receipt of notice to do so.
5. Termination for Convenience: The University may, at its discretion, terminate this RLA at any time for its convenience.
- C. Prorations: In the event of the cancellation or termination of this RLA in accordance with this Section, to the extent that the resident is entitled to receive a refund of any portion of its rent or other fees collected by the University in connection with this RLA, prorations of said amounts shall be made on a daily basis.
- D. Cancellation by Resident: A resident may apply to cancel the RLA. Cancellations of the RLA are granted in only **EXTREME** circumstances of financial or medical emergency (including but not limited to loss of major financial support, death in the family, major medical diagnosis such as cancer, etc.). **Financial emergency is NOT defined as residents who find less expensive housing off campus before their RLA expires and/or who create financial difficulties for themselves by signing a lease with an off-campus landlord etc. before their term of residency is completed under this RLA; they will not be considered for early release.**

Cancellation requests are granted at the sole non-grievable discretion of the Director of Residence Life and First Year Experience or designee. Cancellations are subject to rates solely determined by the University.

- E. Notwithstanding any provision to the contrary set forth herein, the resident may not request release from the RLA in the last thirty (30) days of the fall or spring semester. Any check out during this period will be considered an early move out and the resident will be responsible for the full cost of the remaining semester or terms of the RLA as applicable.
- F. **Vacating or abandoning a residence does not constitute a release from the RLA obligation.**

19. Vacancy; Room Readiness; Relocation:

- A. Vacancy in a Multiple-Resident Room: When a vacancy occurs in a multiple occupancy room and continued multiple status is desired, the remaining occupant(s) must maintain Room Readiness as defined below in Section 19.B. Residence Life and First Year Experience may, in its sole non-grievable discretion, assign a new roommate(s) to the room up to its maximum occupant status or move the existing resident(s) to another room. Alternatively, the remaining occupant(s) may actively participate in finding a new roommate or select another available space in coordination with Residence Life and First Year Experience.
- B. Room Readiness: In order for a room to be considered ready for a new roommate(s), the following amenities (as applicable) must have no belongings: on the unassigned bed(s), desk(s), dresser(s), drawer(s), wardrobe(s)/closet(s), and chair(s). The floor space must be clean and free of any items. No furniture can be combined in any way. Common area space must be clean and trash removed from the room. If a room is not ready during staff inspection, the current residents may be charged a \$100 fee. If Room Readiness is not maintained after the fee has been assessed, the current residents may be charged the higher room rate consistent with the actual room occupancy
- C. Refusal of Roommate: If there is a vacancy in a resident's room, an individual's refusal (including, but not limited to verbal, behavioral, or other means of rejection) of a roommate(s) or unwillingness to work with Residence Life and First Year Experience staff in finding a roommate will result in the individual being charged a higher room rate consistent with the actual room occupancy. Refusal of a roommate(s) may also result in relocation and/or disciplinary action for the individual.
- D. Buyout of Remaining Space: At the sole non-grievable discretion of the Director of Residence Life and First Year Experience or designee, the University may allow the resident(s) of a room to opt to keep the occupancy of the room below their current

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per person rate and to pay the higher corresponding rate for the actual remaining room occupancy for the remainder of the RLA term dependent upon the needs of the University.

E. **Relocation:** The University may, in its sole non-grievable discretion, relocate a resident to maintain the multiple occupant status of the room or as a sanction for a violation of any University or Residence Life and First Year Experience policy. In order to respond to communicable diseases that may threaten the safety of its students, employees or community members, the University may require a resident to leave campus or to relocate to a different residence or housing for purposes of isolation.

20. Utilities: The rent for all Residence Halls and University Apartments includes gas, electricity, and internet connection.

21. Meal Plan: 9-Month language: For all University Apartments, the meal plan is optional so long as the resident lives in a University residence during the course of the academic year and is in compliance with the terms of this RLA.

For all Residence Halls, residents are required to purchase a 10, 12, 14, or 19 meal plan. Each meal plan includes a corresponding number of “Panther Bucks” each semester which can be used at various on-campus eating establishments. Panther Bucks terminate at the end of each semester and are not refundable if they are not used by the end of the semester.

The meal plan begins on Date of Check-In and terminates on May 17, 2024. Residents who sign up for the following summer or 12-month license term are responsible for all meals after that date until the board plan begins again on August 22, 2023 (if resident will be a resident of the Residence Halls in Fall 2023). Notwithstanding the fact that the Residence Hall resident may move to a University Apartment or that this RLA may be terminated in accordance with the provisions set forth herein, the Residence Hall resident will be liable for the meal plan rate for the entire term of the RLA; provided, however, December graduates, residents who will be studying abroad or residents released from the License Agreement prior to the end of the term of this agreement, may be released from liability for the meal plan rate. The meal plan is not available during University student holidays or summers.

12-Month language: For all University Apartments, the meal plan is optional so long as the resident lives in a University residence during the course of the academic year and is in compliance with the terms of this RLA.

For all Residence Halls, residents are required to purchase a 10, 12, 14, or 19 meal plan. Each meal plan includes a corresponding number of “Panther Bucks” each semester which can be used at various on-campus eating establishments. Panther Bucks terminate at the end of each semester and are not refundable if they are not used by the end of the semester.

The meal plan begins on Date of Check In and terminates on May 17, 2024. Residents who sign up for the following summer or 12-month license term are responsible for all meals after that date until the board plan begins again on August 22, 2023 (if resident will be a resident of the Residence Halls in Fall 2023). Notwithstanding the fact that the Residence Hall resident may move to a University Apartment or that this RLA may be terminated in accordance with the provisions set forth herein, the Residence Hall resident will be liable for the meal plan rate for the entire term of the RLA; provided, however, December graduates, residents who will be studying abroad or residents released from the License Agreement prior to the end of the term of this agreement, may be released from liability for the meal plan rate. The meal plan is not available during University student holidays or summers.

Summer language: The meal plan is unavailable for summer-only residents. For 2023-2024, the meal plan begins on August 22, 2023 and terminates on May 17, 2024.

22. Capacity Maximums and Minimum

Residence Halls

	Maximum Residents	Minimum Residents
GLASS HALL (North and South Towers)	3	2
HENLEY HALL	3	2
NORTH MORLAN HALL	2	1
PRALLE-SODARO HALL	3	2

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SOUTH MORLAN HALL	3	1
SANDHU RESIDENCE CENTER	3	2
SANDHU RESIDENCE CENTER Design Single	1	1
SANDHU RESIDENCE CENTER 2-Bedroom Quad Suite	4	3
SANDHU RESIDENCE CENTER 4-Bedroom Quad Suite	4	4

University Apartments

	Maximum Residents	Minimum Residents
CHAPMAN GRAND Studio and 1-Bedroom Apartments	2	1
CHAPMAN GRAND 2-Bedroom Apartments	4	3
CHAPMAN GRAND 3-Bedroom Apartments	6	4
DAVIS/HARRIS 1-Bedroom Apartments	3	1
DAVIS 2-Bedroom Apartments	4	2
GLASS HALL 1-Bedroom Apartments (Center Tower)	2	2
GLASS HALL 2-Bedroom Apartments (Center Tower)	4	4
THE K Studio and 1-Bedroom Apartments	2	2
THE K 2-bedroom apartments	4	3
THE K 2-bedroom studios	4	3
PANTHER VILLAGE Studio Units	2	1
PANTHER VILLAGE Loft Units	3	2

23. **Holdover:** Any holding over at the expiration of this RLA shall incur a nightly fee of \$100 billed to the resident's account.
24. **Notices:** Any written notice to be given or other document to be delivered by either party to the other here under may be delivered in person to either party, or may be deposited in the United States Mail, in the State of California, duly registered or certified with postage and addressed to the party for whom intended as follows:

To University:

Harold W. Hewitt, EVP/COO
One University Drive
Orange, CA 92866

AND

Residence Life and First Year Experience
Chapman University
One University Drive,
Orange, CA 92866

To Resident:

From May 19, 2023 to August 22, 2023 correspondence will be sent to the resident's Chapman email address or to the resident's home address posted with the Registrar's office. From August 22, 2023 to May 18, 2024 all correspondence will be sent to the resident's Chapman email address.

25. **Fire Safety:** The University shall supply, install, and maintain all required smoke detectors and test them whenever an assignment becomes vacant. The resident shall not remove, tamper with, or obstruct the smoke detector in any fashion that may impede its proper operation. The resident shall report *immediately* to Public Safety any sounding of the smoke detector, low battery condition, or maintenance issue concerning the smoke detector or fire alarm. Resident shall comply with all other aspects of the Fire Safety policy posted in the Student Conduct Code.

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26. **Maintenance of Residence:** All maintenance work requests MUST be submitted online by the resident reporting the incident; the work request reporting system can be found on Residence Life and First Year Experience or Facilities Management website. Verbal reports of work requests to University staff are NOT sufficient for reporting facility work requests. Residents must immediately report, via the online facilities work request system, any facilities maintenance issues. For emergency issues, residents must also call Public Safety for immediate evaluation and possible resolution. Residents will be held financially responsible for any damages, corrections, and/or replacement costs due to conditions attributed to the resident's actions, inactions, and/or failure to notify Residence Life and First Year Experience or Facilities Management of the preceding.
27. **Asbestos Disclosure:** HEALTH & SAFETY CODE SECTION 25249.6 NOTICE: The Residence Halls and University Apartments may contain asbestos and other chemicals in some of the original building materials, known to the State of California to cause cancer, birth defects, or other reproductive harm. These materials are encapsulated and should pose no immediate health risk; however, disturbance of or damage to certain interior surfaces may increase the potential for exposure to these substances.
- A. Residents and/or their guests shall not perform or permit any action which in any way damages or disturbs the ceiling of any area, including without limitation, drilling or piercing the surface of the ceiling; hanging objects from the ceiling; attaching fixtures to the ceiling; permitting water or other liquid to come in contact with the ceiling; painting, cleaning, or making repairs to any portion of the ceiling; or replacing light fixtures.
 - B. Residents shall notify the Residence Life and First Year Experience immediately by online work request if there is any damage or deterioration of the ceiling, including without limitation, flaking, cracking, loose, hanging or dislodged material, water leaks or stains, or upon occurrence of any of the events listed in the preceding paragraph.
28. **Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting certain pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees/residents must also receive a federally approved pamphlet on lead poisoning prevention. An electronic copy of that pamphlet can be accessed at: <http://www.epa.gov/lead/pubs/leadpdf.pdf>.
- By reading and signing the RLA, you acknowledge that you have accessed, read, and understood the electronic version of this pamphlet. If you are assigned housing that requires the distribution of statutory notifications, you will also receive a copy of this pamphlet at the time of check-in.
29. **Mold and Water Intrusion:** Mold and mildew have no state or federal standards which address exposure limits. The primary reason for this is that molds are part of the natural environment and mold spores are commonly found indoors in the air and dust. However, mold spores cannot grow without the presence of water or moisture. When spores become wet for 24-48 hours, mold growth may occur and can potentially cause health problems for those who may be sensitive, and damage to building materials. Therefore, it is imperative to maintain a clean living environment and eliminate sources of excessive moisture.
- A. Residents must maintain a clean living environment by vacuuming frequently to remove dust and debris from carpet and hard surfaces; by mopping bathroom and kitchen floors; and frequently wiping and cleaning shower tile, fiberglass, and fixtures.
 - B. Residents must clean any spills and thoroughly dry affected surface or material immediately and shall report any spills that are too large for the resident to contain.
 - C. Residents shall report **immediately** to Residence Life and First Year Experience any water leak or pervasive moisture issue, including without limitation, plumbing leaks and overflows, air conditioning and roof leaks, or excessive condensation.
 - D. Residents shall maintain their living environment in such a way as to minimize levels of high humidity by running exhaust fans while showering and as often as necessary; by closing windows during rain; by not covering exhaust vents or air conditioning supplies; and by covering approved fish tanks.
 - E. Residents shall not tamper with bathroom exhaust fans and shall report **immediately** an exhaust fan that is inoperative.
 - F. Residents will be held financially responsible for any damages, corrections, and/or replacement costs due to mold conditions attributed to the resident's actions, inactions, and/or failure to notify Residence Life and First Year Experience of the preceding.
30. **Sex Offender Disclosure:** 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.

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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.

31. **Reporting of Communicable Conditions:** In the event that a resident who is living in a residence suspects they may have, or has tested positive for a communicable disease or illness for which there is a declaration of a pandemic by the World Health Organization or the Center for Disease Control, or there is a State of California or local County order regarding extraordinary measures to combat it, the resident must immediately notify the University.
32. **Attorneys' Fees:** If either party initiates or is named in any litigation concerning this RLA, the residence, or the improvements in which the residence is located, then the losing party shall be liable to the prevailing party for reasonable attorneys' fees and court costs incurred in such litigation.
33. **Time of the Essence:** Time is of the essence with respect to the performance of each of the covenants and agreements contained in this RLA.
34. **Entire Contract:** All prior agreements between the parties are incorporated into this RLA which constitutes the entire contract. The terms of this RLA are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. At all times the interpretation and enforcement of this RLA will be governed solely by California law.
35. **Severability:** If any provision of this RLA shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as not to be illegal, invalid, or unenforceable, and such illegality, invalidity, or unenforceability shall have no effect upon and shall not impair the enforceability of any other provision of this RLA.
36. **Waiver:** The failure of University to enforce at any time any of the provisions of this RLA, shall in no way be construed as a waiver of such provisions, nor in any way act to affect the validity of this RLA or any part thereof, or the right of University thereafter to enforce each and every such provision.
37. **Incorporation:** All policies provided in the Student Conduct Code, Course Catalogue, and other University publications are incorporated by reference and available at Residence Life and First Year Experience for viewing.
38. **Binding RLA:** This RLA is binding for the specified period or the remaining portion thereof. The indemnities, released and other obligations of resident hereunder shall survive termination or expiration of this RLA until such time as all such obligations have been satisfied in full.

BY SUBMITTING THIS RESIDENT LICENSE AGREEMENT (RLA), YOU HAVE AGREED TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING THE FINANCIAL OBLIGATIONS, LISTED IN THIS AGREEMENT FOR THE ENTIRE 2023-2024 ACADEMIC YEAR.

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2023-2024 Rates

Chapman housing rates underwent a significant restructure and simplification starting in summer 2019. The rates below list all rates attached to room types, but not all room types may be available for selection. A listing of current standard rates can be found on the bottom left of this page: <https://www.chapman.edu/students/services/housing-and-residence/forms-and-resources/resources/housing-rates.aspx>

Academic Year Rates – Rates are per student per year. Includes room and utilities (see Section 20). All Residence Hall and Suite room types also require a meal plan billed at \$2,866 per semester (\$5,732 annually). See Section 22 for capacity maximum and minimums.

Rate	Residence Halls	Apartments and Suites
\$8,689	N/A	Davis & Harris 1-bedroom triples
\$11,645	Glass, Henley, Pralle-Sodaro, & Sandhu triples North & South Morlan doubles	Davis & Harris shared bedroom The K studio shared bedroom PV* Studio double PV* Loft triple
\$14,222	N/A	CG [^] , Glass, Sandhu suite, & The K apartment shared bedroom Davis & Harris single bedroom (in 2-bd apartment) PV* studio single PV* loft double
\$16,238	Sandhu & South Morlan design singles	CG [^] , The K, & Sandhu suite private bedroom

*PV = Panther Village; [^]CG = Chapman Grand

Summer Rates – Rates are per student for summer term. Includes room and utilities (See Section 20). For 12-month agreements, this cost is in addition to the Academic Year rate in the above table (see Section 6 for payment options). See Section 22 for capacity maximum and minimums.

Rate	Residence Halls	Apartments and Suites
\$2,240	N/A	Davis & Harris 1-bedroom triples Davis & Harris shared bedroom
\$2,800	N/A	CG [^] & The K shared bedroom Davis & Harris single bedroom (in 2-bd apartment) PV* studio single PV* loft double
\$3,360	N/A	CG [^] & The K private bedroom

*PV = Panther Village; [^]CG = Chapman Grand