RESIDENCE HALL AND DINING SERVICES LICENSE AGREEMENT

STUDENT’S NAME (Please Print): _______________________________________________

This Residence Hall and Dining Services License Agreement ("Agreement") is made and entered into between the student whose name appears immediately above ("Student") and Menlo College ("College"), and is effective when executed by both parties. By signing below, Student agrees to the terms and conditions set forth in this Agreement. THIS IS NOT A LEASE AND NOTHING HERE PROVIDES THE STUDENT WITH THE RIGHTS OF A LESSEE/TENANT. THIS AGREEMENT DOES NOT PROVIDE THE STUDENT WITH ANY EXCLUSIVE POSSESSION OR EXCLUSIVE OCCUPANCY OF ANY PREMISES ON THE COLLEGE CAMPUS.

Acknowledgement of Menlo College Student Handbook. The Menlo College Student Handbook, produced each year by the Student Affairs division of Menlo College, presents student-related policies and procedures, including the Menlo Code of Conduct. Each student assumes responsibility to become familiar with the information contained in the Student Handbook. By applying for housing and signing this document, Student understands and will abide by the policies listed in the Menlo College Student Handbook which can be accessed online at www.menlo.edu.

Grant of License. In consideration of the payments by Student specified in the accompanying Housing Application ("Application"), and upon College’s assignment of housing ("Premises") to Student, College grants to Student a revocable license ("License") to occupy and use the Premises in compliance with all applicable laws, the Menlo College Student Handbook (and the Menlo Student Code of Conduct found therein), and all other College rules and regulations, and all terms and conditions of this Agreement. College shall retain possession of the Premises at all times. This License is personal to Student and shall not be assigned. Any attempt by Student to assign the License shall automatically terminate it. No legal title or leasehold interest in the Premises is created or vested in Student by the grant of this License.

Term of Agreement. The term of this Agreement and the License granted hereunder is for the academic year ("Academic Year") referenced in the Terms of Occupancy set forth as Attachment A to this Agreement; however, no occupancy of the Premises is permitted between academic terms and such other times as may be specified by College, unless upon express written approval by the College as interim housing. College expects to make available the Premises for occupancy by Student on the dates and times set forth in the Terms of Occupancy.

Residency Requirement. All unmarried students who have not attained the age of 21 by the beginning of the 2018-19 academic year, except for those with at least Junior standing or who have lived on campus for four semesters, must reside on campus unless living with their parent(s) or adult guardian in the vicinity (defined as a 30-mile radius) of the College.

Housing Eligibility. In order to live on campus, students must be in good financial standing with the College and be enrolled in a minimum of nine (9) units per semester.
Change of Status. Students who withdraw from the College or those that qualify to live off campus and have registered for on-campus housing must submit a Change of Status form to the Department of Residential Life before July 1 for the fall semester or before December 1 for the spring semester. Submission of this form is a request only and does not guarantee a release from housing or return of all or any portion of the deposit or any housing charges received by Menlo College. Releases are subject to the following penalty schedule.

**FALL SEMESTER**

<table>
<thead>
<tr>
<th>Submission Dates</th>
<th>Penalty</th>
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<tbody>
<tr>
<td>Before July 1</td>
<td>No Penalty</td>
</tr>
<tr>
<td>July 1 to July 31</td>
<td>$200.00</td>
</tr>
<tr>
<td>August 1 to 1st day of class</td>
<td>$300.00</td>
</tr>
<tr>
<td>1st day to 20th day of class*</td>
<td>$300.00 + room &amp; board</td>
</tr>
</tbody>
</table>

**SPRING SEMESTER**

<table>
<thead>
<tr>
<th>Submission Dates</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before December 1</td>
<td>No Penalty</td>
</tr>
<tr>
<td>December 1 to December 31</td>
<td>$250.00</td>
</tr>
<tr>
<td>January 1 to 1st day of class</td>
<td>$300.00</td>
</tr>
<tr>
<td>1st day to 20th day of class*</td>
<td>$300.00 + room &amp; board</td>
</tr>
</tbody>
</table>

*After the 20th day of class, students are liable for the full cost of room and board for that semester.

After August 1 (for fall) or December 1 (for spring), students must submit further documentation to request a release. Reasons to be released after these dates may include, but are not limited to: marriage, medical trouble, or severe financial hardship. Students must submit supporting documentation in order to be considered for a change of status under these or other reasons. No release is guaranteed under any circumstances. Penalties will be deducted from Student’s security deposit.

**Termination.** This Agreement will terminate at the end of the specified Academic Year; however, College may upon notice to Student terminate the Agreement early and revoke the License granted for any reason or no reason. This Agreement will terminate automatically for (1) material breach by Student of this Agreement, including without limitation any violation by Student of College rules and regulations; (2) loss by Student of housing eligibility; (3) withdrawal, suspension or dismissal of Student from the College; or (4) abandonment by Student of the Premises. In the event of early termination, any executory duties remaining unperformed by Student at that time are fully enforceable by College, and any fees or costs owed by Student are immediately due and payable.

**Eviction.** Upon termination of this Agreement, Student will immediately vacate the Premises. If Student does not immediately and cooperatively vacate the Premises, College may take any action it deems appropriate to evict Student, including without limitation changing the locks, removing Student’s property, andcommencing disciplinary action.

**Right of Refusal.** College reserves the right to refuse to give a housing assignment to any student. Examples of reasons for refusal include, but are not limited to: individuals who have a criminal history, individuals who have behavioral problems which may endanger themselves or others, or individuals who have been previously evicted or suspended from campus housing.

**Room Assignment.** College makes NO guarantee of providing housing to any student, and makes NO guarantee of any specific hall or room assignment. College reserves the right to change any student’s room assignment and to require any student to move at any time for any reason. In the event of any room change, College will provide five (5) days’ notice absent extraordinary or emergency circumstances. Mixed gender housing available upon request, see the Menlo College Handbook for more information.

**Double Occupancy.** Room rates stated in the College catalog are based on double occupancy. College may at its discretion offer a double occupancy room for single occupancy, depending on enrollment and other occupancy factors. Such rooms, if available, are charged to one student as if two students were in occupancy (i.e., at double the quoted rate).

**Dining Services.** All students residing on campus must participate in the College dining services (“Board”) plan. In accordance with the Terms of Occupancy, meals are provided for residential students, including
breakfast, lunch and dinner, Monday through Friday, with brunch and dinner on weekends and most holidays. The meal plan is required for residential students and is included in the Room and Board fee.

**Payment.** Room and Board costs are due and payable through the Business Office in conjunction with other costs (i.e., tuition, fees, etc.).

**Deposit.** Student is required to submit a $300.00 housing security deposit with the Housing Application. If Student takes occupancy of the Premises through the College check-in process, the deposit will be converted into a security deposit that is held in Student’s account. The deposit is refundable upon request at the end of Student’s residency in campus housing, less any damage or other charges assessed. Student may make a written request for return of the deposit at the completion of the Student’s residency in campus housing.

**Other Charges.** The billing party whose signature appears on this Agreement (student, parent, or guardian) accepts financial responsibility for the physical condition of the Premises, including all furnishings therein. At the termination of this Agreement, Student will surrender the Premises and furnishings to the College in good repair and condition less normal wear and tear. Damage to common areas of a Residence Hall or a suite will be prorated among the residents of the Hall or suite. In addition, any fines assessed for misconduct or failure to comply will also be added to the Student’s account and paid by the billing party. A penalty will be assessed to the Student’s account if a Change of Status is submitted late to the Office of Student Affairs.

**Refunds.** After the beginning of the term of this Agreement, and regardless of whether Student has received the room security code or key and signed the Room Condition Inventory, Student is subject to the refund policy as stated in the College catalog. No refunds will be given if the Agreement is terminated early due to disciplinary matters or if the request to move from the Residence Hall occurs after the twentieth (20th) day of the semester.

**Damage or Loss.** Student’s signature on the Room Condition Report (“RCR”) serves as Student’s acceptance of the condition of the Premises, including its furnishings and other contents at the time of occupancy, and determines the condition of the Premises for purposes of assessing any damage or loss. Student has 24 hours from the time of signing the RCR to report to the Resident Assistant (“RA”) any other additional damage discovered in the room. Student has read and understands the Disclosures set forth as Attachment B to this Agreement, and agrees to comply with all requirements specified therein.

Student agrees to be liable for damage or other loss caused by Student to the Hall, the Premises, and the contents of the Premises. Student agrees that all persons on the Premises or on the College campus with Student’s permission and/or as Student’s guest shall comply with all applicable laws, all College rules and regulations, and all terms and conditions of this Agreement; that College may prohibit any such persons from the Premises for any reason or no reason; and that Student shall be liable for any damage or other loss caused by any such persons to the Hall, the Premises, and/or the contents of the Premises.

Damas that occur to common areas and/or public areas that are not attributable or chargeable to specific individuals will be shared equally by the residents of the living area where those damages occur. Student agrees to pay any and all such damages described above to College upon demand; upon any failure by Student to pay, College may collect such damages by drawing on the deposit and/or billing Student’s account. College may in addition withdraw Student’s registration.

Student is responsible for exercising reasonable care in keeping the Premises and all other College property in good condition. Student is expected to notify the RA of damage or needed repairs in a timely manner.

Damage building fees can be found online at www.menlo.edu/student-life/housing.

**No College Liability.** College is not responsible for any loss or damage that occurs on campus to Student’s property or any injury that occurs to Student’s person. Student is encouraged to carry personal property insurance (renter’s insurance). To the full extent of the law, Student will indemnify and hold College and its
trustees, officers, employees and agents, harmless from and against any and all liability caused by or connected with Student’s use of the Premises.

**Entering the Premises.** College reserves the right to enter the Premises without notice and in Student’s presence or absence for reasons of health, safety or general welfare; to make repairs to the room and/or furnishings; upon reasonable suspicion of the presence of any illegal substance or activity; or other suspected violations of law or College rules and regulations.

**Additional Terms.** This Agreement constitutes the entire understanding between College and Student with respect to the subject matter hereof and supersedes any and all prior understanding and agreements, oral and written, relating hereto. This Agreement may be amended or modified only upon the signed written agreement of the parties. If any provision of this Agreement is held by a court of competent jurisdiction to be either invalid, void, voidable or unenforceable, the remaining provisions shall remain in full force and effect. The waiver by College 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 of either the same or another provision of this Agreement. This Agreement shall be governed and interpreted by the laws of the State of California.

**ATTACHMENT A**

**TERMS OF OCCUPANCY**

**2018-19 Academic Year**

The College expects, but cannot guarantee, to make housing available on campus for the 2018-19 Academic Year, as follows:

- International student check-in for the fall semester will start on Wednesday, August 15, 2018
- New student check-in for the fall semester will start on Thursday, August 16, 2018
- Returning student check-in will be from 10:00 a.m. to 4:00 p.m. on Sunday, August 19, 2018
- Meal service is discontinued during the Thanksgiving Break (November 21 – 23, 2018, inclusive)
- Residence Halls close for all students at noon on Saturday, December 8, 2018
- Residence Halls re-open for the spring semester on Sunday, January 6, 2019 at 10:00 a.m.
- Meal service is discontinued during Spring Recess (March 4–8, 2019, inclusive)
- Residence Halls close for non-graduating students at noon on Saturday, May 4, 2019
- Residence Halls close for graduating seniors at noon on Sunday, May 5, 2019

Students may not occupy any space in the Halls except during these Terms of Occupancy, unless the College President or his/her designate has granted prior written permission.

Students who live in campus housing prior to the official opening of housing (e.g., during fall pre-season athletic training camp) are bound by the terms and conditions of this Agreement.
ATTACHMENT B
DISCLOSURES

Mold. Mold is a naturally occurring organism that feeds on organic matter. When items covered with mold are disturbed, mold spores may be released which may cause allergic reactions and/or respiratory problems. Your Premises should be free of any mold, mildew or excessive moisture. If upon inspecting your Premises before occupancy you discover any mold, mildew or excessive moisture, you are required to notify your RA immediately. During your occupancy of the Premises, you are required to maintain the room and its contents, as well as the common areas of the residence hall, in a clean and dry state so as to prevent the growth of mold. This includes keeping the sinks and showers clean, the drains unclogged, the floors dry, and the windows closed during rain or other inclement weather. You are encouraged to open the windows during warm, sunny days in order to permit air circulation.

Asbestos and lead paint. State and federal agencies have identified materials and/or chemicals that are believed to cause or may potentially cause adverse health effects upon exposure to them. Asbestos is a material that was common in many building components prior to 1981 and was used in many building structures, including structures on the College campus. Additionally, campus facilities built prior to 1978 may contain lead paint. The College tests for and abates asbestos and lead paint as part of any building improvement or renovation that may disturb these materials. Otherwise, the College follows a practice of leaving these materials in place undisturbed. Your Premises should be in good condition and repair. In the event of any damage to the Premises, you are required to notify your RA immediately. During your occupancy, you are required not to damage the Premises, including by peeling or chipping any paint or any ceiling or floor tiles; by making holes in the walls, ceiling or floor; or by changing light fixtures or otherwise making alterations to the walls, ceiling or floor.

Pests. Insects and other potential pests are a common problem and the College takes regular pest control measures to prevent the incursion or spread of pests in its buildings and on its grounds. Your Premises should be free of any pests. If upon inspecting your Premises before occupancy you discover any pests, you are required to notify your RA immediately. During your occupancy of the Premises, you are required to maintain the room and its contents, as well as the common areas of the residence hall, in a clean and trash-free state so as to prevent the entry of pests.

RESIDENT

Student Signature: ____________________________ Date: __________________

Parent/Guardian Signature (if student is under 18): __________________________ Date: __________________

MENLO COLLEGE

Menlo College Representative Signature: __________________________ Date: __________________

Menlo College Representative Name and Title: __________________________