

MARIN GRADUATE STUDENT HOUSING AGREEMENT

This Marin Graduate Student Housing Agreement (the "Agreement"), dated with the timestamp from the electronic signature (the "Effective Date"), is entered by and between the University of Redlands, a California nonprofit corporation ("University"), whose address is 1200 E Colton Avenue, P.O. Box 3080, Redlands, California 92373, and signer ("Student Resident"), who agree as follows:

1) RECITALS.

- a) University owns the premises located at San Anselmo, California 94960 (the "Premises").
- b) Student Resident and University wish to enter into this Agreement pursuant to the terms contained herein.

2) TERM. This Agreement is in effect on a per term basis, as outlined below, and continues until either party terminates this Agreement on 30 days written notice to the other party.

- **FALL:** August 15th to January 14th, billed at the beginning of July
- **SPRING:** January 15th to June 14th, billed at the beginning of December
- **SUMMER:** June 15th to August 14th, billed at the beginning of May

3) ELIGIBILITY FOR STUDENT HOUSING. At all times during the term of this Agreement, Student Resident must be a student, who is enrolled full time and in good standing, at the University of Redlands. Student Resident is not in good standing as a student if he or she is delinquent in payment of student account, this includes rent for housing. Student Resident will immediately provide written notice to University if Student Resident is no longer a full-time student as provided under this Section 3. In that event, a different Agreement for non-students becomes required.

4) RENT. Payment for housing is due and payable to University of Redlands on a per term basis. The amount per term may be paid in full or by monthly payment plan arranged through Student Financial Services. All rents will be paid to University of Redlands or its authorized agent, at 1200 E. Colton Avenue, Redlands, California 92373. Rent may be paid by check or credit card. Student Resident agrees to pay \$25.00 for each dishonored bank check. Rent is prorated based on the Student Financial Services Billing and Financial Aid Refund Policy.

5) DEPOSIT. Upon the first term of housing for new Student Residents, a \$750 refundable security deposit will be collected. The deposit may be utilized, and or retained, to cover expenses incurred for loss or damage, unpaid rent, and/or if the Student Resident defaults on this agreement. Any unused portion of the deposit will be refunded within 30 days of the vacation of the premises. No part of the security deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by University under this agreement.

6) UTILITIES AND SERVICES. Student Resident is responsible for payment of cable and internet services; University will pay for water and garbage and, in most, cases gas and electricity. Student Residents, however, residing in the Student Village or Townhouses are responsible for payment of their own gas and electricity and agree to establish and maintain an account with the appropriate utility provider (i.e., PG&E). Failure of Student Village Student

Residents to do so is cause for termination of this Agreement.

- 7) **JOINT AND SEVERAL.** This Agreement is between University and each signatory jointly and severally. Each signatory is responsible for timely payment of rent and performance of all the provisions of this Agreement.
- 8) **USE OF PREMISES.** The Premises will be used exclusively as a residence. No person other than Student Resident, Student Resident's spouse or registered domestic partner, and dependent children may reside at the Premises without prior written consent of University. Guests may not stay more than 14 days in a calendar year without University's prior written consent. See Addendum for residents authorized per this Agreement.

The Premises may not be used to carry on any type of business or trade. Student Resident will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities regarding use of the Premises. Student Resident will not use the Premises for any unlawful purpose including, but not limited to, using, storing or selling prohibited drugs. **The University of Redlands Marin Campus is a smoke free campus. Smoking is prohibited in all premises, student housing units, facilities and all campus grounds.**

Student Resident agrees to comply with all Housing Policies as stated in the Student Handbook 2021-2022 Graduate School of Theology.

- 9) **ENTRY TO PREMISES.** University and its agents may enter the Premises in order to inspect the condition of the Premises; supply necessary services to the Premises; to make necessary repairs, additions or alterations as may be deemed appropriate by University for the preservation of the Premises; and show the Premises to prospective buyers, lenders or Student Residents. Except in an emergency, University will give Student Resident 24-hour notice of intent to enter. Student Resident agrees to make the Premises available to University or its agents as specified here and to address any emergency. 24-hour notice is not required in case of emergency.
- 10) **DEFAULT.** Student Resident is in default under this Agreement if Student Resident fails to: (a) pay rent when due.
(b) perform any provision of this Agreement; or (c) maintain student status as provided in Section 3. University will provide Student Resident three days written notice of such default by Student Resident. If Student Resident fails to cure such default within the three-day notice period, University may terminate the rights of Student Resident under this Agreement. In the event of a default by Student Resident, University may elect to: (i) continue the Agreement in effect and enforce all his rights and remedies, including the right to recover the rent as it becomes due, provided that University's consent to assignment or subletting by Student Resident will not be unreasonably withheld; or (ii) at any time, terminate all of Student Resident's rights and recover from Student Resident all damages it may incur by reason of the breach of the Agreement, including the cost of recovering the Premises, and including the worth at the time of such termination, or at the time of an award if a suit must be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which Student Resident proves could be reasonably avoided.

If Student Resident abandons the Premises while in default of the payment of rent, University

may consider any property left on the Premises to be abandoned and may dispose of such property in any manner allowed by law. All property on the Premises is subject to a lien for the benefit of University securing the payment of all sums due, to the maximum extent allowed by law.

- 11) **KEYS.** Student Resident will be given key(s) to the Premises and mailbox key(s). Student Resident shall be charged \$25.00 for each replacement key. Student Resident may not, without University's prior written consent, add, alter or re-key any locks to the Premises. At all times University must be provided with a key or keys capable of unlocking all such locks and permitting entry.
- 12) **NOISE.** Student Resident shall not cause or allow any unreasonably loud noise or activity in the Premises that might disturb the rights, comforts, and conveniences of other persons. **No lounging or visiting or unreasonably loud activity as specified above will be allowed on the premises in the common areas between the hours of 8 p.m. and 8 a.m.** Furniture delivery and removal will take place at such times as designated by the University.
- 13) **PARKING AND BICYCLES.** There is no assigned parking for the Premises. All bicycles owned by Student Resident must be stored only in the areas designated by the University and not in any other parts of the building including the hallways, entrances, and lobbies.
- 14) **MANAGER.** The Facilities manager for the Premises is Dean Hansen (phone: 415-686-2388).
- 15) **BUILDING RULES.** University may publish building rules from time to time, which will become part of this Agreement. University will not be liable to Student Resident for any individual's violation of these rules.
- 16) **ASSIGNMENT AND SUBLETTING.** Student Resident may not assign or sub-lease any interest in this Agreement. Any assignment or sub-lease is a breach of the Agreement, and will, at University's option, terminate this Agreement. Student Resident acknowledges that University is undertaking steps to merge with another institution. If that merger goes through, the rights and responsibilities of University under this Agreement will automatically pass to the merged institution.
- 17) **HAZARDOUS MATERIALS.** Student Resident will not use, store, or dispose of any Hazardous Materials upon the Premises. Hazardous materials mean any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property ("Hazardous Materials"). Notwithstanding the foregoing, Student Resident may use common household cleaning materials, so long as such use is in compliance with any applicable laws and does not expose the Premises to any meaningful risk of contamination or damage. Student Resident must immediately notify University in writing if Student Resident knows, or has reasonable cause to know, that Hazardous Materials are located on, under, or about the Premises.
- 18) **ALTERATIONS, MAINTENANCE AND REPAIR.** As of the Commencement Date, Student Resident acknowledges that the Premises are in good and acceptable condition and are habitable. Student Resident will, at Student Resident's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this Agreement.

Student Resident will not commit any waste upon the Premises, or any nuisance or act that may disturb the quiet enjoyment of any neighbors. Student Resident is responsible for the cost of all repairs to the Premises and fixtures that have been damaged by Student Resident's misuse, use that depleted the typical lifespan, or waste/neglect, or that of the Student Resident's family, agent or guest. Student Resident will not paint, paper, or otherwise redecorate or make alterations to or about the Premises, without prior written consent of University. Student Resident will not dispose of anything in the toilet besides toilet tissue. Student Resident must promptly notify University of any damage, defect, or destruction of the Premises, as well as in the event of the failure of any of the appliances or equipment.

19) PROHIBITED APPLIANCES. As per the Student Handbook 2021-2022 Graduate School of Theology, Student Residents are prohibited from bringing and installing any appliances in their University housing, with the exception of "Flex" housing where appropriate washer/dryer connections are provided. This includes washers, dryers, dishwashers, and heating or air conditioning units. Safe, functioning, well maintained space heaters and window fans are acceptable, provided they are operated only while Student Resident is present in the Premises. No prohibited appliances may be brought into or installed on the Premises. A violation may result in termination of the Agreement. Further, should any prohibited appliance cause damage the Student Resident will be responsible for the cost of all repairs.

20) SURRENDER AND RESTORATION. At the termination of this Agreement, Student Resident will return the Premises clean and free of debris, in good condition and repair, ordinary wear and tear accepted (which does not include damage or deterioration that would have been prevented by good maintenance practices). Any items left behind after the termination of this Agreement and keys have been returned to University will be deemed forfeit and will be disposed of.

21) DAMAGE TO PREMISES. If the Premises are damaged by fire, earthquake or other casualty that renders the Premises totally or partially uninhabitable, either party will have the right to terminate this Agreement as of the date on which the damage occurs. Written notice of termination will be given to the other party **within fifteen (15) days after occurrence** of such damage. Should such damage or destruction occur as the result of the negligence of Student Resident, or his or her guests, then only University has the right to terminate this Agreement. If this Agreement is not terminated, University will repair the premises and there will be a proportionate reduction of rent until the premises are repaired and ready to be re-occupied by Student Resident or provide a comparable alternative living arrangement. The proportionate reduction will be based on the extent that repairs interfere with Student Resident's reasonable use of the premises.

22) SECURITY SYSTEM. Student Resident understands that University does not provide any security alarm system or other security for Student Resident or the Premises. In the event any alarm system is provided, Student Resident understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Student Resident or the Premises. Student Resident releases University from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.

23) INSURANCE. Any insurance maintained by University related to the Premises does not cover

Student Resident's personal property. University **strongly encourages** Student Resident to obtain renter's insurance or other similar coverage to protect against risk of loss. The electronic signature on this Agreement acknowledges this understanding.

- 24) INDEMNIFICATION.** University is not liable for any damage or injury to Student Resident, any other person, or to any property, occurring on the Premises or common areas that is not a direct result of University's negligence or willful misconduct. Student Resident will defend, indemnify, and hold University harmless from any claims or liability related to Student Resident's, including Student Resident's guests and invitees, use and occupancy of the Premises.
- 25) ATTORNEYS FEES.** In any action or other proceeding involving a dispute between University and Student Resident arising out of this Agreement or in the interpretation of the terms of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs associated with resolving the dispute or interpreting the terms of this Agreement.
- 26) WAIVER.** The failure of University to enforce any term of this Agreement is not deemed to be a waiver of any breach or term under this Agreement, nor does any custom or practice that may be created between the parties in the administration of the terms of this Agreement constitute a waiver of University's right to insist upon the performance by Student Resident of its obligations under the terms of this Agreement. Acceptance of rent by University does not waive its right to enforce any provision of this Agreement.
- 27) NOTICES.** Any notice or other communication required or permitted to be given or served by either party upon the other, is deemed given or served: (a) upon personal delivery; (b) on the 2nd business day after delivery to a nationally recognized overnight courier service for next business day delivery; or (c) on the 3rd business day after deposit in the United States certified mail, postage prepaid. Any such notice must be properly addressed to the Student Resident at the Premises or to University at the address identified in the introductory paragraph, or such other places as may be designated in writing by the parties from time to time.
- 28) SUBROGATION.** Student Resident and University waive any and all right of subrogation against each other to the maximum extent permitted by insurance policies that may be owned by the parties.
- 29) MEGAN'S LAW.** Information about registered sex offenders is made available to the public via the Department of Justice at <http://www.meganslaw.ca.gov>. This information may contain either the address at which the offender resides or the community of residence and ZIP Code in which they reside.
- 30) ENTIRE AGREEMENT.** This Agreement, any building rules pursuant to Section 16, constitute the entire agreement between the parties and supersedes all previous written or oral agreements and may only be modified in writing signed by both parties.