

**Otis College of Art and Design**  
**Temporary Residential Housing Agreement**  
**Summer of Art 2017**

This Temporary Residential Housing Agreement (“Agreement”) is entered into by and between the person whose name appears on this Agreement (and such person’s parent or guardian, if the person is under 18 years of age) (collectively, the “Resident”) and Otis College of Art and Design, a California nonprofit public benefit corporation (the “College”).

The Resident intends to participate in the Summer of Art program (the “Program”) to be conducted on the campus of the College by the College during the period July 3, 2017 to July 28, 2017 (the “Program Term”). In connection with the Resident’s participation in the Program, the Resident desires to use and occupy certain residential facilities owned by the College during the period July 2, 2017 to July 29, 2017 (the “Residency Term”). This Agreement sets forth the agreement of the Resident and the College with respect to the Resident’s use of the College’s residential facilities and certain related property.

In consideration of the foregoing, the Resident and the College agree as follows:

**1. USE OF SPACE**

**1.1 Room.** The College grants to the Resident a revocable license to use an assigned residential living space (a “Room”) in the College’s Residence Hall and certain common areas of the Residence Hall during the Residency Term (as defined below). Such Agreement is personal to the Resident, and therefore the Resident is prohibited from transferring, assigning or sublicensing the Resident’s Room, or any other right and interest arising under this Agreement, to any other person.

**1.2 Furnishings.** The College will furnish the Room with an extra-long twin bed, mini-refrigerator, dresser drawers, and armoire closet, as well as sheets, a pillow, a pillow cover, and blanket, and a set of towels for use by the Resident and/or by any roommate(s) during the Term.

**1.3 Use.** The primary purpose of the Residence Hall is to function as residential living space, conducive for all residents thereof to live, sleep and study therein, and the Resident shall use or occupy the Resident’s Room, the Residence Hall, and any furniture, fixtures, equipment, or other property provided for use therein only for such purposes and not for any commercial purpose.

**2. RULES AND POLICIES**

**2.1 Applicable Rules and Policies.** The Resident agrees to comply with all rules and policies (“Rules and Policies”) of the College relating to the Resident’s conduct or to the Resident’s use and occupancy of the Room and common areas of the Residence Hall, as such Rules and Policies may be revised from time to time. Those policies are contained in several different documents, including, but not limited to, the Temporary Residence Hallway Handbook and Summer of Art Handbook. The documents are available on the College website at <http://www.otis.edu/>.

**2.2 Scope and Enforcement of Rules.** All of the College’s Rules and Policies described in Section 2.1 above are incorporated herein by this reference. If any inconsistency exists between such Rules and Policies and this Agreement, the provisions in this Agreement shall prevail. Any changes and additions to such Rules and Policies shall become effective and binding on the

Resident as of the date they are emailed to the Resident's email address as listed on this application, posted in the Residence Hall, or are otherwise officially announced by the College. The Resident's violation of such Rules and Policies shall be considered a breach of the Agreement and may result in the termination of this Agreement and/or loss of housing privileges.

### **3. TERM OF AGREEMENT; DATES OF OCCUPANCY**

**3.1 Term.** Unless otherwise agreed in writing, the Resident shall use and occupy the Resident's Room and related facilities of the College only during the Term.

**3.2 Term Begins.** The Term begins at 9:00 a.m. on the first day of the Residency Term, July 2, 2017.

**3.3 Term Ends.** The Term ends at 12:00 p.m. on the last day of the Residency Term, July 29, 2017.

#### **3.4 Additional Provisions Regarding Term of Agreement and Occupancy.**

**3.4.1** The Term cannot be changed from the above dates unless approved in writing by the College. If the Resident obtains the College's proper authorization for an early move-in date or a late move-out date, all of the provisions of this Agreement shall apply during those time periods as well.

**3.4.2** If, the College authorizes the Resident to use a Room at any time outside of the originally-scheduled Term (e.g., before the scheduled move-in date or after the scheduled move-out date), the Resident will be charged and agrees to pay an occupancy fee, as determined by the College, for each day or portion thereof.

**3.4.3** Notwithstanding anything in this Agreement to the contrary, the Resident may not commence use or occupancy of the Resident's Room or the Residence Hall until the Resident has completed the College's residential living orientation program on July 2, 2017.

### **4. MEALS/FOOD SERVICE**

The Resident is required to participate in a meal plan. The cost of the meal plan is included in the charges for the Resident's participation in the Summer of Art Program. Meal allowances are not refundable, transferable, and may not be shared. No credit or refund is allowed for meals not eaten by the Resident. The College reserves the right to change food service options, locations, and serving times.

### **5. ROOM CHARGES, DEPOSITS AND ASSESSMENTS.**

**5.1 Room Charges.** The base charge for the Resident's use and occupancy of the Resident's Room during the Term is \$1650.00. This price includes the required meal plan. The Resident shall pay to the College such charge in order to complete the application. If the Resident fails to pay such amount, the College may terminate this Agreement and hold the Resident responsible for all costs incurred by the College resulting from the Resident's breach of this Agreement.

**5.2 Room and Common Area Damage Assessments.** The Resident shall pay for all loss and damage, ordinary wear and tear excepted, that the College determines the Resident(s) and their

guests or invitees has caused to the Room, the Residence Hall, common areas of the Residence Hall, including floors, walls (including tacks, nails and tape), windows, ceilings, appliances, furniture, fixtures, equipment, and furnishings (including linens and towels), plumbing, electrical wiring or other property of the College in the Residence Hall. If, after reasonable investigation, the College cannot determine which resident caused such loss or damage to the Room, the Residence Hall, the common areas of the Residence Hall, or any other property of the College in the Residence Hall, the Resident shall pay to the College the labor and material costs of such repair and cleaning, prorated as deemed appropriate by the College in its sole discretion among, if a Room or Quad, each student occupying the Room or Quad, or if a common area, each user of that common area. The Resident shall be jointly and severally liable, with all other occupants of the Residence Hall, for all damages to the Room, Quad, the common areas of the Residence Hall and other property of the College in the Residence Hall.

## **6. ROOM ASSIGNMENTS**

**6.1 Assignments and Reassignments.** This Agreement entitles the Resident to occupy residential space in the Residence Hall, not a specific Room. The Resident understands and agrees that the College has the right at any time to make all room assignments and reassignments as the College, in its sole and absolute discretion, may deem in the best interest of the College. The College also reserves the right to make temporary assignments and accommodations as well.

**6.2 Roommates.** The College may assign roommates based on various factors, including information provided by the Resident and roommate requests. The College reserves the right to reassign the Resident and/or the Resident's roommate(s) to different rooms within the Residence Hall at any time if resident occupancy numbers change or for any other reason deemed appropriate by the College in its sole and absolute discretion. Roommate information is not available before the Resident arrives.

**6.3 Use of Other Rooms and Areas.** The Resident is not permitted to use or enter into any rooms assigned to other residents without such other residents' consent and/or the consent of the Office of Residence Life and Housing. Further, the Resident is never allowed to enter or use any part of the Residence Hall not designated for the Resident's use. The College may prohibit the Resident from accessing, or limit the Resident's access to, certain floors or other areas of the Residence Hall.

## **7. PARKING**

The College grants the Resident a revocable license to park one vehicle on the campus of the College in any available designated parking space within the College's parking structure, excluding any parking spaces reserved for use by other persons, during the Term. The College may require the Resident to provide the College with information regarding any vehicle operated by the Resident on the campus of the College, including make, model, license number, registration, and proof of such liability insurance as may be required by law. The Resident needs to receive a parking pass from the Campus Safety and Security Office.

## **8. TERMINATION OF AGREEMENT**

**8.1 Termination by the Resident.** Except as set forth in this Section 8, the Resident may not terminate this Agreement unless the Resident formally withdraws from the Program and advises the College in writing of such withdrawal by no later than 21 days prior to the commencement of the Term, and the College confirms the Resident's withdrawal from the Program. If the Resident so terminates this Agreement, the College will refund any amounts paid to the College under this Agreement. All individuals who cancel this agreement within less than 21 days prior to the start of the program will receive a 50% refund. Individuals who cancel this agreement within the first week of class, up until Friday at 5:00pm, will receive a 25% refund. If the Resident withdraws from the program beyond the first Friday of class, there will be no refund.

**8.2 Failure to Occupy the Resident's Room.** The Resident's failure to occupy the Resident's Room shall not excuse the Resident from any obligations under this Agreement, and the Resident will continue to be responsible for all charges due under this Agreement for the entire Term, unless the Resident terminates this Agreement as provided in Section 8.1 above.

**8.3 Termination by College.** The College shall have the right at its option (and in addition to other available remedies) to terminate this Agreement and revoke the Resident's right to occupy the Resident's Room at any time after written notice to the Resident (the "Notice of Termination"), and/or to terminate or to suspend any of the rights and privileges of the Resident under this Agreement, for any of the following reasons:

**8.3.1 Monetary Breach.** A failure of the Resident to pay money due under or as a consequence of this Agreement, unless such payment is made within three days after the College's delivery of the Notice of Termination;

**8.3.2 Non-Monetary Breach.** A violation by the Resident of any of the other terms and conditions of this Agreement, including the Rules and Policies incorporated by reference in Section 2, above, unless such violation is, in the College's sole judgment, curable and the Resident does cure such violation to the College's satisfaction within the period of time specified in the Notice of Termination;

**8.3.3 Health, Safety, General Welfare or Emergency.** If the College finds, in its sole discretion, that such action is appropriate for reasons of health, safety, general welfare of its students or residents or an emergency (unless such matter is, in the College's sole judgment, curable and the Resident cures such matter to the College's satisfaction within the period of time specified in the Notice of Termination). Since the Residence Hall is a group living situation in which residents are assigned Rooms as well as roommates, the Resident agrees to respect the rights of other residents and to behave in a manner conducive to a harmonious living environment as determined by the College. The College may therefore terminate this Agreement for general welfare purposes if the Resident demonstrates an ongoing inability to abide by the requirements for such group living;

**8.3.4 Withdrawal from Program.** The Resident withdraws from the Program for any reason, whether voluntarily or involuntarily.

**8.4 Consequence of Termination by College.** If the Resident fails to timely remedy the breach or violation described in the Notice of Termination, or if the Notice of Termination provides that the Resident's breach or violation is non-curable, the following shall apply: (1) the Resident shall vacate the Room and the Residence Hall at the time set by the College; and (2) the College shall retain any amounts paid under this Agreement

## 9. DESTRUCTION OR OTHER UNAVAILABILITY

If (i) portions of the Residence Hall (other than the Room) are destroyed or become unavailable as the result of a casualty (e.g., fire, earthquake, natural disaster) or condemnation, or (ii) any portion of the Residence Hall (including the Room) becomes unavailable for use as a result of other conditions not reasonably foreseen or outside of the College's control (including but not limited to the need for the College to comply with state or federal law and interruptions of basic services), the College shall have the right and option to revoke this Agreement and/or terminate this Agreement on not less than three days' notice to the Resident. If the Room is destroyed or becomes unavailable for use as the result of a casualty (e.g., fire, earthquake, natural disaster) or condemnation, this Agreement shall automatically terminate on the occurrence of such event. If any of these events occur, the Resident will be entitled to a pro rata refund of any Room charges applicable to periods after the Resident is required to move out of their Room, as the Resident's exclusive remedy.

## 10. INDEMNIFICATION

The Resident shall indemnify, defend and hold harmless the College and its officers, agents and employees from any and all liability, claims, loss, damages and expenses (collectively "Loss"), including attorney's fees and costs, arising by reason of any injury, loss or damage to person or property from any cause whatsoever, arising out of the Resident's use or occupancy of the Room, the Residence Hall, the parking structure, or any other facilities or property of the College, arising out of any food, meals, equipment, or any other goods or services provided to the Resident under or in connection with the Agreement or the Program, or arising out of the Resident's breach of this Agreement, including without limitation any Loss arising out of the active or passive negligence of the College or its officers or employees, except to the extent any such Loss arises out of the sole gross negligence or intentional misconduct of the College or its officers or employees.

## 11. GENERAL PROVISIONS

**11.1 No Taxable Possessory Interest.** This Agreement grants to the Resident only a revocable license to use whatever Room the College assigns to the Resident. This Agreement does not create an interest in property or a taxable possessory interest. The College is a private institution, and therefore the Room may not constitute as qualification for any California State Renter's Credit.

**11.2 Liability.** The College is not responsible or liable directly or indirectly for injury to persons (including death) or loss of or damage to personal property resulting from any reason (including, but not limited to, fire, flood, electrical outages, theft), that occurs in the Room or Residence Hall or on its grounds prior to, during, or subsequent to the Term, even if the damage is alleged to have arisen out of the active or passive negligence of the College or its officers, employees or agents. The College encourages the Resident to purchase renter's insurance and/or theft insurance to cover the loss of or damage to the Resident's personal property.

**11.3 Keys.** Key cards/keys issued to resident are for use by the Resident only and shall not, under any circumstances, be loaned, borrowed or otherwise relinquished to any other individual. The Resident is prohibited from duplicating or modifying key cards/keys. The key cards/keys are the property of the College, and the Resident must return the keys at the end of the Term. Loss of key cards/keys will result in a replacement charge and, in the case of a lost mail box key, a lock change at the Resident's expense.

**11.4 Maintenance of Room.** The Resident agrees to maintain the Resident's Room in a clean and safe condition and to leave the Room in a clean and orderly condition at the end of the Term. The Resident shall not keep, or permit to be kept in or about the Room or common areas, any of the following: illegal drugs and other illegal substances, firearms, weapons, ammunition, fireworks, gasoline, other flammable liquids, benzene, photo development chemicals, any other chemicals that are toxic or explosive and/or other items which could endanger the life, safety or welfare of the Resident or other members of the College community. Determination of whether a substance or item is prohibited is in the opinion of the College at its sole and absolute discretion.

**11.5 Drugs, Alcohol and Medical Marijuana.**

**11.5.1** The Resident will not use, possess, or be under the influence of illegal or unauthorized drugs (including prescription medication that is not prescribed to the student) or other impairing substances, in either the Residence Hall or anywhere on the campus of the College. Drugs include, but are not limited to, marijuana, salvia, magic mushrooms, poppy seed plants (or similar substance) or any substance that alters an individual's psychological state of being. The possession of drug-related paraphernalia, including hookahs, bong, needles, or any device used to introduce a substance into the human body, is also prohibited.

**11.5.2** Consistent with the College's obligations to comply with the federal Drug-Free Schools and Communities Act of 1989, the College prohibits students from possessing or using marijuana including medical marijuana, on campus and in the Residence Hall, even if a student satisfies the requirements of the California Compassionate Use Act.

**11.5.3** The Resident, regardless of age, will not use and/or possess alcohol in the Residence Hall or anywhere on the campus of the College unless participating in a designated program function where alcohol is approved.

**11.6 Pets and Animals.** The Resident will not bring or allow any pets or animals in the Room and/or Residence Hall at any time, with the exception of a service/therapy animal authorized and approved by the College's Disability Services.

**11.7 Smoking.** The Resident will not smoke or use tobacco (including chewing tobacco) inside the Resident's Room, the Residence Hall, the parking structure, any instructional areas, any gallery and studio spaces, or any other buildings on the campus of the College. This prohibition also applies to the use of electronic cigarettes, personal vaporizers, or electronic nicotine delivery systems..

**11.8 Visitors and Guests.** The Resident will not invite or permit any visitors or guests to enter the Resident's Room, or the Residence Hall, or the campus of the College, other than participants in the Program, without the express written consent of the College. The Resident will be held responsible for the conduct of anyone that the Resident invites or permits to enter the Resident's Room, the Residence Hall, or the campus of the College. Any violation of the provisions of this Agreement by such a person will be attributed to the Resident and may be grounds for termination of this Agreement by the College.

**11.9 College's Right of Entry.** Authorized representatives of the College may enter the Residence Hall and the Resident's Room at any time without prior notice, after knocking and announcing their presence, for the purposes of: (1) making necessary or agreed-upon repairs; (2) supplying necessary or agreed-upon services; (3) investigating health or safety concerns, or suspected violations of housing and other College policies (including, but not limited to, violations of firearm or drug, tobacco, and alcohol use policies); (4) verifying occupancy; (5) conducting inventories of College property; and (6) conducting facility inspections. Authorized representatives of the College may remove and confiscate items that are in violation of College, federal, state or municipal regulations and/ or which could endanger the life, safety or welfare of the Resident or other members of the College community. The Resident will be informed promptly after such an entry is made and advised if authorized representatives of the College have discovered any violations.

**11.10 Alterations.** The Resident shall not make any alterations or improvements to the Resident's Room without the prior written permission of the College, which the College may withhold in its sole and absolute discretion. Alterations and improvements that require the College's permission include, but are not limited to, the following: painting, wallpapering or other changes to the walls or ceiling, removing closet doors or window screens, installing shelves or flooring, installing deadbolt locks and making any changes or modifications to the existing furniture. Any approved alterations and improvements shall become the property of the College, and shall not be removed upon the expiration of the Term. If the Resident makes any unauthorized alterations or improvements, the College shall have the right and option to require the Resident to restore the Resident's Room to its prior condition, at no cost to the College, or the College may do so at the Resident's expense.

**11.11 Prohibited Items.** The following are prohibited for use and/or possession in the residence hall. This is not a comprehensive list. Any other item that is deemed unsafe or inappropriate for residential living may be considered prohibited, at the discretion of the Director of Housing and Residence Life. Examples include, but are not limited to: Extension cords, fireworks, hookahs, incense, microwave ovens, grills (including George Foreman and other like materials), tea kettles, coffee machines (Keurig's, etc.), space heaters, string lights, tattoo equipment, and refrigerators.

**11.12 Vacating Room; Disposition of Personal Property.** When the Resident vacates the Room and Residence Hall at the end of the Term, or upon termination of this Agreement, the Resident must remove all personal property and shall leave the Room, its furnishings, and fixtures in as good an order and condition as the same were upon commencement of the Resident's occupancy, with reasonable wear and tear excepted. The Resident acknowledges that items left in the Room, or elsewhere in the Residence Hall, after the Term or after termination of this Agreement shall be deemed to be abandoned property and may be immediately disposed of by the College, in its sole discretion. Any costs incurred by the College associated with such disposal will be the financial responsibility of the Resident. There is no obligation on the part of the College to store any items deemed as abandoned in the Room, or elsewhere in the Residence Hall, or to reimburse the Resident for any loss of such items. The use of temporary storage units, such as pods, on College property (including within any Residence Hall) is strictly prohibited.

**11.13 [Megan's Law Notice.** The College is required by law to provide the following notice to the Resident: Notice: 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](http://www.meganslaw.ca.gov). 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 he or she resides.]

**11.14 Mold Notification.** Mold occurs naturally in the environment and there currently exist no federal or state standards for permissible levels of molds. The Resident will take steps to control growth of mold and mildew by keeping the Resident's Room and any other part of the Residence Hall used by the Resident clean and well-ventilated, particularly when showering, bathing, or washing clothes. The Resident will notify the College promptly by contacting the Resident Assistant or Coordinator of Residence Life and Housing about the existence of moisture, water leakage or overflow in or about the premises.

**11.15 Health Services.** The Resident is responsible for the Resident's individual medical needs and health care and is required to independently access local resources if needed. The College will not provide any health or medical services or any health or personal injury insurance to the Resident under this Agreement. If the Resident desires any such insurance, or any other type of insurance, the Resident must make separate arrangements to obtain such insurance. The Resident agrees to contact the Safety and Security Office (310) 665-6965 in the event of any serious or life threatening medical emergencies.

**11.16 Other Services.** The College shall not be responsible for providing or facilitating the following services: transportation, food (other than any applicable meal plan), laundry/dry cleaning, housekeeping, technical support on personal computer equipment, and concierge services (i.e. restaurant reservations, museum visits, etc.).

**11.17 Relationships with other Persons.** During the Term, the Resident will not engage in or pursue any dating, sexual, or intimate relationship with any other Program participant, with any other resident of the Residence Hall, with any student of the College, with any employee of the College, or with any other persons who may be present on the campus of the College.

**11.18 Non-Waiver.** The College's waiver of any breach of a term or condition of this Agreement shall not constitute the College's waiver of any subsequent breach.

**11.19 Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to Agreements made and to be performed therein. The Resident agrees to submit to the jurisdiction of the federal and state courts in Los Angeles County, California, for the resolution of any disputes arising hereunder.

**11.20 Attorneys' Fees.** The Resident agrees to pay all attorney's fees and costs in any action relating to this Agreement, including but not limited to any action to recover possession of the Room.

**11.21 Integration.** This Agreement (including the College's incorporated Rules and Policies) represents the entire agreement and understanding between the parties concerning the Resident's license to use the Residence Hall and the Room, and all other agreements of any nature, oral or written, express or implied, with respect to such matters, are superseded by this Agreement.

**11.22 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be considered a single instrument.

**11.23 College Countersignature Required.** Completion and delivery of this Agreement by the Resident does not constitute acceptance of the Resident into the Program. This Agreement is approved and accepted by the College only when signed by the Director of Residence Life and Housing.

Addendum  
Summer of Art 2017

All students participating in the housing program are required to abide by the Student Housing Hallway Handbook, Code of Student Conduct, and housing contract requirements. Below are a few of our important policies. This is not a comprehensive list of policies; students should reference the Code of Student Conduct known as *The Hoot*, located at [www.otis.edu](http://www.otis.edu), the Hallway Handbook, and housing contract for the complete list.

- A. Zero Tolerance Policy.** Otis maintains a zero tolerance policy for all illegal activity, including the possession or use of drugs, alcohol, or firearms, **whether on or off the Otis College campus.** Students who are in violation of any Otis College policies, rules, regulations, etc. or otherwise create an unsafe or unproductive situation or environment may be disciplined by Otis College at its sole and exclusive discretion. The discipline may include dismissal of the student from the program without any refund and/or the receipt of a grade of “F”.
- B. Compliance with Student Housing Program Rules and Policies and *Code of Student Conduct*:** All students residing on campus are required to abide by the Student Housing Program Rules and Policies, student housing contract requirements, and the *Code of Student Conduct* at all times. Students found in violation of this policy will be subject to immediate removal from the program.
- C. Curfew:** each day, after classes conclude at 4:20pm, all housing students have “free time” until curfew. All students of the Summer of Art Housing Program will be required to be in their rooms each night prior to 10:00pm. **Any student who violates the 10:00pm curfew may be removed from Summer of Art Housing.** Parents/Guardians will be notified for any student who does not return by curfew. California State law requires us to report to Police any minors who have not returned by Curfew.
- D. Morning Attendance:** In the event that a resident student is absent from class, a courtesy call will be placed to parent/guardian. If students are not feeling well and ultimately decide to not attend class, they will need to notify their Resident Assistant, who will communicate with the Coordinator of Residence Life and Housing who will then notify the Summer of Art office.
- E. Quiet Hours:** Quiet Hours are observed between the hours of 10:00pm and 8:00am. Residents are also expected to observe courtesy hours 24 hours a day, 7 days a week.
- F. Visitors:** Summer of Art residents are responsible for their visitors and for visitor’s compliance with housing policies. **Absolutely no visitors are allowed in assigned apartments/rooms after 10:00pm.** Any visitors to the apartment will need to be discussed beforehand with all residents of that apartment.

- G. **Smoking:** By California State Law, smoking is prohibited inside any public building. In addition, by law, the legal smoking age in California is 21 years of age. Summer of Art Housing policy prohibits smoking despite the age of Housing participant.
- H. **Alcohol and Other Drugs:** Summer of Art residents will not use and/or possess alcohol, marijuana (including for medical purposes) or illegal or unauthorized drugs in the Residence Hall or anywhere else on campus. Students found to be under the influence will be dismissed from the Housing program with no refund.
- I. **Supervision.** Residential students have free-time with no direct supervision by the Residence Life or Summer of Art Administrative staff from 4:20pm to 10:00pm, Monday through Friday, and all day on Saturday and Sunday, except while on required weekend trips. If students wish to explore on their own, they are required to check out with a Residence Life and Housing Staff member before leaving. The Checkout process will be explained in full detail during housing orientation.
- J. **Off Campus Field Trips.** During the weekends students explore different parts of Los Angeles through organized field trips. **The weekend trips are required for every housing student.**