



FOR: NewSchool of Architecture- San Diego STUDENT HOUSING LICENSE CONTRACT V9.4

This license contract ("License Contract") covers a school term or terms as set forth on the "Housing Calendar Page." Under the terms and conditions of this license agreement, RNR Real Estate Marketing, LLC ("Licensor") will grant a license to an enrolled student ("Student") of the school named on the signature page of the application ("School") to use and share an apartment ("Unit"), in common with other students. This License Contract is subject to the laws of the state in which the property is located. The rent for the first term is due upon move in. The rent for subsequent terms is due on the first day of the term. The Student and their Co-Signor are not responsible for the payment of their roommates' rental payments. The Student and their Co-Signor(s) **ARE** jointly responsible with the other students and their co-signor(s) for their share of any excessive cleaning costs or damage done by them to the apartment or to the apartment community during the Student's stay, defined as the time from move in to the time the student formally checks out of the apartment as described in this document.

The Student and their Co-Signor(s) agree to assume and be responsible for all payments and other appropriate fees or penalties set forth in this License Contract. This License Contract will automatically renew for one full, consecutive school term at the rate and terms set forth in the License Contract unless the Licensor gives a 40-day notice of a change in the License Contract. The Licensor will send out a reminder letter forty days (40) prior to the end of the License Contract to advise students of their renewal or non-renewal options. If the Student chooses not to renew their License Contract, a written 30 Day Notice to Vacate must be received by the Licensor by the deadline as set forth later in this License Contract on the Official Housing Calendar. After the two-term minimum Contract, students may renew one term at a time as long as they remain in school.

METHOD OF PAYMENT There are three different plans for the payment of housing costs:

1) **Payment through Financial Aid**-The student may be eligible for payment of housing costs through financial aid disbursement. If this is the case, the student must verify this with the school's Financial Aid Department and complete the "Financial Aid Housing Clearance Request for each term in which housing is requested. Payment is then made before the first day of each term.

2) **Direct Payment with Good Credit or with A Credit-worthy Co-signer**-A "Rental Payment Schedule" can be structured which allows the rental payments to be split into equal monthly payments which are to be made on the first day of each month while attending school. Late fees are assessed on payments that do not arrive on time.

3) **Direct Payment with Inadequate Credit and No Co-Signer**- A student may pay the higher security deposit and then must pay their rental housing costs for the entire term at move in. For future terms payment must be made for the entire term on or before the first day of the term.

DIRECT PAYMENT OF FINANCIAL AID The Licensor will waive late fees for students who sign an agreement to have their financial aid directly debited for housing costs. The student remains responsible for acquiring sufficient financial aid to cover their housing costs. If agreement is signed and enough financial aid exists for the student to cover housing costs, The Licensor will waive late fees and will not forward student file to the attorney for late payment thereby avoiding legal fees. Students who do not qualify for financial aid or fail to maintain their status for financial assistance are still responsible for all of their housing costs and may incur late fees and legal fees if payment is not received. Students and a School Financial Aid representative must sign a release that allows RNR access to financial information and allows the school staff to share this information with RNR. Full term payment of rent is required to minimize paperwork. No agreement to provide housing services is created until this release is received and accepted by RNR.

CONTINUING FINANCIAL ELIGIBILITY Written notice to vacate must reach the housing office no later than the required 30 day deadline prior to the end of the term. If written notice is not provided and the student vacates their apartment, the student will remain liable for all rental charges until a replacement student is housed in that specific unit up to one full term. The Student who is paying their housing costs through Financial Aid must submit properly completed Financial Aid "Clearance Form" to RNR Real Estate at least 30 days before the beginning of each term that shows the student remains eligible for Financial Assistance funds. Without proper documentation, the student would receive a 30-day notice to vacate indicating that RNR is terminating their license at the end of the current school term. Notice of license terminations would be delivered to the student 35 days in advance of term ending. Students who no longer qualify for Financial Assistance would be required to provide a credit worthy cosigner or pay for the full term of rent and increase their current security deposit to equal the deposit for "No Co-signor, Cash Paying Students", to remain in housing. Those who cannot produce a credit worthy cosigner, or pay the additional deposit increase and pay for the entire term of rent would have their license terminated. They would be required to move out at the end of the current License Contract. All payments must be received at least 14 days prior to the end of the current term to ensure renewal of student License Contract.

SECURITY DEPOSIT Upon move-in, the Deposit shall be held as security deposit for the Unit. The security deposit will not be commingled with assets of the Licensor. The deposit will be refunded within thirty (30) days of license termination. The Deposit will be refunded if all conditions have been met (as listed in Check out at End of License).

APPLICATION FEE AND SECURITY DEPOSIT AND APPLICATION PACKAGE The items needed to apply for housing are: a completely filled out Application, a Financial Aid Housing Clearance form, a signed, notarized Co-signer Form a non-refundable

Application Fee, and a refundable Security Deposit. (“Application Package”) Students who desire housing in the program must send the completed Application Package, the non-refundable application fee (\$75.00) and the security deposit. Students with a Notarized Cosigner(s) Form will pay a \$275.00 security deposit, for a total, including Application Fee, of \$350.00. Students without a notarized Cosigner’s Form will pay a \$350.00 security deposit, for a Total, including Application Fee, of \$425.00. Students who do not pay directly through financial aid must pass a financial credit check. Those who do not have sufficient credit must have a cosigner who can pass a credit check or they may pay for the full term of rent prior to receiving keys.

All application fees and security deposit must be received at least 30 days prior to the official School move-in date to guarantee a housing availability and fulfillment of housing requests. Applications will be taken at anytime but housing availability cannot be guaranteed if application is received within 30 days of move-in. Please call for housing availability on late applications. All processing fees and application fees that arrive within 30 days of actual move-in must be paid by Cashier’s Check or Money Order. Credit Card payment can be done over the phone by calling the toll-free number (877) 435-9618 or on-line at www.RNRealEstate.com. Personal checks are not accepted within 30 days of move-in. **This Application Fee is non-refundable.**

To guarantee a reserved Student Housing request, the security deposit, the application fee and the signed “Application Package” must be returned to the Licensor no later than 30 days prior to the official School **move-in date**. To receive priority in housing requests, it is advisable to return the License Contract package and application fee within five (5) days of receipt. All fees must be received in full as described in “Application Fee and Security Deposit”. We will make every attempt to provide specific units and specific bed types but there is no guarantee that requests will be met. There is always a huge demand for a private room and there may be a waiting list for a private room requests,

REFUND POLICY FOR CANCELLATION PRIOR TO MOVE IN A request for the return of the refundable deposit prior to move in must be in writing. Allow fourteen (14) days for a refund to be processed. Students canceling enrollment (or choosing not to move in) will receive a full refund if written notice is received at least thirty (30) days prior to official School **move-in date**. Students canceling enrollment or choosing not to move in less than thirty (30) days, but more than fourteen (14) days prior to the official School **move-in date** will receive a refund of 50%, provided proper written notice is received. Students giving less than fourteen-(14) day’s written notice prior to the official School **move-in date** will receive no refund. Postmarks on mailed cancellations will determine the number of days, and faxed cancellations will be determined by the date received. Amounts held for cancellation are considered liquidated damages to the Licensor. **The application fee is not refundable.** All pre-paid rents not used are fully refundable on a pro-rated basis.

A student may postpone or accelerate move for one start (forward or backward) with written notice received by the Licensor at least fourteen (14) days prior to the official School **move-in date**. The student’s application fee will be transferred to the selected new start. A student who is forced to arrive late must notify Licensor in writing seven days prior to official School **move-in date** to hold the Unit. Unit reservations will be held for seven days (from official School move-in date) with proper notice. Without written notice, the application fee will be forfeited and the Unit will be released for use.

TEMPORARY RESIDENCE It may become necessary to temporarily assign a student to a Unit in excess of designated capacity. A student, who is inconvenienced in this manner, after the second week of occupancy, will receive a 20% reduction of the daily rate, prorated for the period of inconvenience. If a residence in compliance with designated capacity is not located within two (2) days of move-in, the student may cancel the License Contract and be refunded the entire Security Deposit, less any money owed. Licensor hereby agrees that Student shall not be assigned to over-booked space if Student complies with Licensor’s reasonable space reservation procedures.

UTILITIES The Licensor shall provide for the payment of all of the utilities except cable TV hook up and service and telephone service, which shall be provided by the Student. There is a utility conservation cap of \$125. The students will pay any utility costs over the \$125 conservation cap. The Licensor will charge students equally for utility costs exceeding \$125 per month per unit, payable within fourteen (14) days of billing date.

PARKING Parking is available to use in common with others, if provided by the owner of the Unit for the use of its residents. Parking for a fee may or may not be available. There is no guarantee of the availability of any parking space. Students will pay any parking fees directly to the Complex. Parking lot use is at the Student’s own risk. Neither the Licensor nor the School takes responsibility for the safety or safekeeping of any motor vehicle or its contents. Students should obtain their own auto insurance to provide coverage of vehicle and vehicle content loss.

INSPECTION The Licensor and the School are authorized to enter Units monthly, and as needed, with proper notice, for the purpose of inventory review and to verify care of the unit and furniture; verify occupancy, safety, health and sanitation standards; and to perform maintenance. Any violation of the intended care of the building or Unit will be reported to the School. The Student’s failure

to maintain the Unit and furnishings shall be considered waste under the law and shall be grounds for termination of the License Contract.

PENALTY FOR LATE PAYMENT AND FAILURE TO PAY Rent is payable over the phone, over the internet, through the mail and at the School Housing Office Monday through Friday between 9:00 a.m. and 4:00 p.m. local time. No cash is accepted for rental payments made at the school, only checks, money orders or cashier's checks. The initial rental payment is due upon move in and the remaining term payments are due on the first day of each term and are late on the 2nd day. Beginning on the 2nd day, late fees will be charged, and a notice to pay rent or vacate will be issued. Beginning on the 2nd day, late fees will be charged at the following rates: Students owing \$100 or less, \$1 per day; \$100 to \$200, \$2 per day; \$200 to \$300, \$3 per day; \$300 to \$400, \$4 per day; and those over \$401, \$5 per day. There will be an additional \$10 charge for any notice requiring delivery to a student's apartment.

Late fees for "Term Rental Payment Schedule" payments are structured in the same way. The initial payment is due upon move in. Each remaining payment is due on the first day of the each following month and is late on the second day. Beginning on the 2nd day, late fees will be charged, and a notice to pay rent or vacate will be issued. Beginning on the 2nd day, late fees will be charged at the following rates: Students owing \$100 or less, \$1 per day; \$100 to \$200, \$2 per day; \$200 to \$300, \$3 per day; \$300 to \$400, \$4 per day; and those over \$401, \$5 per day. There will be an additional \$10 charge for any notice requiring delivery to a student's apartment.

The rent must be paid or legal proceedings will begin to have the Student removed from housing, the deposit will be forfeited, and the Student will be held financially responsible until a replacement Student moves in. If legal proceedings are instituted to evict a Student the Student shall be responsible for legal fees and collection costs plus all costs charged for the early termination of the license as provided for by court rules, statute or ordinance. **There will be a \$25 charge for any NSF check.** Cashier's check or money orders must be used to make all future payments after two NSF checks.

AVOIDANCE OF LATE CHARGES AND LEGAL FEES

Students and Cosigner(s) wishing to avoid late fees and possible legal fees can do so by making payment with a major credit or debit card. Please call (877)-435-9618 to make payment over the telephone or to make payment online go to RNRrealestate.com. There is a \$10.00 fee for the delivery of legal notices. Should the legal housing removal process be required immediate charges of \$370.00 to \$500 are added.

TRANSFER FEE FOR HOUSING RELOCATION REQUEST The Student may not sublicense nor assign his or her contractual rights to this Unit to anyone. Students may not switch roommates without the prior written consent of the Licensor. Should a Student desire to transfer from one apartment to another within the Housing Program, a \$25 transfer fee must be paid in advance. This Transfer Fee may be waived with a valid reason for transferring and allowing the Licensor enough time to facilitate the change. Prior to any transfer, the Student must make an appointment with the Licensor to discuss the situation and explore the options available. A transfer will be possible on an "as available" basis. Unauthorized Unit changes may result in the termination of the Agreement and the Student will be held financially responsible for the entire license amount due under this License Contract until a replacement Student can be provided.

CONSOLIDATION The Licensor reserves the right to relocate a Student at any time during the term of this Agreement, either permanently or temporarily, for any one or more of the following reasons:

- (1) Incompatibility with other Students assigned to the Unit or for disciplinary purposes as determined by the Licensor;
- (2) To fill vacancies in the housing program;
- (3) A need to repair, renovate or return the Unit to the complex;
- (4) A good faith judgment by the Licensor that it would be desirable to reassign Students for better supervision.
- (5) A rejection of a unit by an incoming roommate for sanitation, health or safety reasons.

If requested to consolidate, the Student must accomplish the move within twelve (12) days, which are structured to include two weekends. There is no transfer fee when the Licensor requests the move. The Licensor is not responsible for any incidental relocation costs other than the telephone hook-up and the cable TV hook-up, and those will only be reimbursed to the Student whose name is on the phone or cable contract. This "Consolidation" clause is what allows us to let each Student pay only their share of the rent when there are vacancies in their Unit. All efforts will be made to schedule consolidations at the School term breaks. Students will be held to the terms of their License Contract that is in force during the time of consolidation. Receiving a notice of consolidation or discontent over the inconvenience of moving does not release the student from the terms of their current License Contract.

ROOMMATE LOSS A Student who loses a roommate must notify the Licensor promptly or be held jointly and equally responsible for any cleaning or damages discovered upon Licensor's discovery of the move out. The Licensor will arrange to have any Unit

damages repaired. The Licensor holds the Student and their Co-Signor financially responsible for all losses and damage to the assigned Unit and furnishings. The remaining Students will be responsible for keeping the Unit clean until a roommate is provided.

PERFORMANCE AND PROHIBITED CONDUCT The Student agrees to comply with the term of this License Contract and all subsequent policies and/or community regulations of the apartment complex in which they reside, and the rules and regulations outlined in the School's Code of Conduct. Students are responsible for knowing and observing the policies set forth in this License Contract, as well as the Rules and Regulations of their apartment community.

All apartments are **non-smoking, drug-free, alcohol-free** apartments. Students who desire to smoke must smoke outside on their patios or balconies. There shall be no smoking in the bedrooms or common areas of the apartment. To do so will be considered a material breach of this License Contract and shall subject the Student to all consequences of removal from housing listed below.

At any time, if any noise or music can be heard outside the apartment, it is too loud. The quiet hour for reducing the noise level even further is 10:00 p.m. No overnight guest(s) may stay in the Unit without the prior written permission of the Licensor. The Student is financially responsible for the behavior of guests and any damage done by guests. No dogs, cats, snakes, or other animals are allowed except fish in a maximum 20-gallon container. There will be a \$200 charge for bringing an unauthorized pet on premises to stay or visit. If a pet is found in the apartment, the Student will be evicted. Residence furnishings may not be damaged or sold, and must not be removed except by the Licensor.

Verbal or physical abuse of any kind is not tolerated between Students. If a Student verbally or physically abuses a roommate, such abuse may be considered by the Licensor as a material breach of the License Contract and shall subject the Student to all consequences, including eviction from housing, as listed below.

Theft of any kind is not tolerated. Theft includes, but is not limited to, the use of another's property without their permission. If a Student steals property from any roommate, the building owner, or other party, such incidence of theft may be considered by the Licensor as a material breach of the License Contract and shall subject the Student to all consequences, including eviction from housing, as listed below.

Clean and sanitary environment must be observed and kept in the apartment. The student agrees to keep a level of personal hygiene that is healthy, safe and respectful of roommates.

GATHERINGS: No more than the number of legal occupants may visit or occupy an apartment at any one time. There shall be no congregation of students inside or outside the apartment. Any gathering held in excess of this legal number or any gathering that creates a disturbance for the apartment community or neighbors will be deemed a material breach of your contract and could result in removal from housing.

DISPUTE OVER DAMAGE TO PROPERTY

In case of a dispute between roommates as to the cause and nature of damage or extreme cleaning problems, Students will be deemed equally responsible financially for cleaning and for damages to the Unit. If the damage and the person responsible are reported prior to the Licensor's discovery and all roommates agree in writing as to who is responsible then only that person shall be charged. The Student shall not make any additions, alterations, or improvements to the Unit without the prior written consent of the Licensor, which may be denied, for any reason at its absolute discretion. There *shall* be no locks on the *bedroom doors unless* a key *is* provided to the Licensor. If a *lock is* placed on a bedroom and no key is provided to the Licensor, the Licensor shall have it removed immediately upon discovery and there shall be a \$100 charge to restore the proper door handset

GENERAL SANCTIONS Any violations of the conduct regulations in this License Contract or the Schools Code of Conduct may cause the Student to be subject to one or more of the following sanctions:

- (1) Verbal or written warnings and notification to the School of violation (Student acknowledges and agrees that the School may take action any action necessary, including suspension or termination, if Student violates the provisions hereof);
- (2) Removal from housing;
- (3) Legal action to recover damages:
The severity of the problem may result in any of the above sanctions being bypassed to levy a more appropriate response to the problem.

REMOVAL FROM STUDENT HOUSING The Licensor will have the right to terminate this License Contract for any of the following reasons:

- (1) Failure to pay money when due;
- (2) Violation of any other material obligation under this License Contract or the School's Code of Conduct;
- (3) Withdrawal, leave of absence or termination from School;
- (4) Improper conduct or for disciplinary reasons;
- (5) Violation of these or the building's rules and regulations.

If the Student is removed from housing, the Licensor will hold the Student and their Co-Signor financially responsible for the license for the duration of the existing term, or until a replacement can be found. Termination from housing does not relieve the Student of any obligations under this License Contract and any additional rent or costs due under the terms of the License Contract.

The three steps toward Removal from Student Housing are

- (1) Written notice as required by local law warning the student of the violation.
- (2) Summons and Complaint for an appearance before a court judge.
- (3) Physical Removal of the Student and his or her possessions by the Sheriff.

Any Student in violation of this License Contract faces not just eviction, but penalties for the term of the License Contract. If the breach stated within the written notice is not remedied within the time specified, notice will be given to the School and summons and complaint will be filed with the courts. Eviction by the sheriff will follow such summons. If the Student is evicted, the Licensor will be entitled to dispose of the Student's property within as prescribed by state law. The Student's absence from the Unit for five consecutive days while any portion of the License Contract is unpaid, without prior written notice to the Licensor, will be deemed to be an abandonment of the unit by the Student, and the above policies will apply, subject to the provisions of the applicable jurisdiction's landlord/tenant law.

IMMEDIATE REMOVAL FROM HOUSING Immediate removal may take place, for severe violations of conduct. Grounds for immediate removal from housing are:

- (1) Tampering with or improperly using any fire safety equipment;
- (2) Malicious vandalism or damage to the Unit or public areas;
- (3) Physical assault, endangering or threatening the life or safety of any person;
- (4) Possessing, using or storing in the Unit, firearms including air powered weapons, explosives, fireworks, hazardous chemicals or controlled substances;
- (5) Use of the Unit for any illegal activity.

EARLY TERMINATION OF LICENSE CONTRACT The Student may terminate this License Contract early, if the Student complies with the following requirements:

- (1) The Student must give 30-day Notice to Vacate;
- (2) The Student must vacate the apartment on the move out date stipulated;
- (3) The Student is responsible for continuing rent payments, but in no event beyond the expiration of the applicable School term;
- (4) The Student will be responsible for all rent and costs due through move out, including the notice to vacate period. (**See Check out at End of License.**)

CHECK OUT AT END OF LICENSE Students must check out officially on or before the last day of the license. Failure to officially check out will result in the extension of charges based on double the prorated daily charge, until check out occurs. If all the conditions below are met, the deposit will be returned minus any deductions, provided the Student honors the License Contract, pays all money owed, and leaves no damage. Official check out occurs when the following criteria have been met:

- (1) Written 30 Day Notice to Vacate is given per deadline schedule to the RNR Housing Director.
- (2) All personal property has been removed from the Unit.
- (3) The Unit has been cleaned by the departing Students and inspected by the Licensor.
- (4) The Student has returned all appropriate keys to the Licensor. Keys to the apartment must be returned to the School Housing Office on the day of move out or there will be a **\$100.00** charge for changing the lock due to failure to return keys or for documented security reasons. This is required to help prevent the risk of theft or Threat to the safety of remaining roommates) There are no exceptions to this requirement, unless they are made in advance, and in with written agreement of the Housing Director.
- (5) All moneys owed the Licensor have been paid.

INDEMNITY Neither the Licensor nor the School will be liable for loss, theft or damage to personal property, or the failure or interruption of utilities or services. Students are urged to obtain their own health, life, and property insurance coverage. The Student agrees to indemnify the Licensor and the School for, and to hold each harmless from, any and all losses, claims, costs, and damages of any kind, arising out of or resulting from any act or omission of the Student, guest, or of any agent or licensee. The Student unconditionally releases, indemnifies and holds the Licensor and the School harmless from liability for any death or injury to the Students or guest(s) of the Student resulting from or arising out of the Student's use of the Unit. The Student assumes full responsibility for any and all such injuries. Under no circumstances will the Licensor be liable for consequential damages of any nature concerning this License Agreement. Insurance maintained by the Licensor covers only the contents of the Unit, and does not cover the personal property of residents or guests. **Licensor strongly recommends that the Students obtain renter's insurance.**

Signature: _____ Date: _____