

## **Student Housing Contract/Refund Policy**

ALL FIDM HOUSING STUDENTS AGREE TO LIVE BY THESE POLICIES FOR THE DURATION OF STUDENT'S RESIDENCE IN ANY STUDENT HOUSING BUILDING.

### **I. INTRODUCTION AND NATURE OF BINDING AGREEMENT**

This FIDM Student Housing Placement Contract ("Contract") is entered into between the Fashion Institute of Design and Merchandising ("FIDM") on the one hand and the student whose name and signature are set forth on the signature page of this agreement ("Student"), and, if Student is under 21 years of age, the parent or legal guardian of such Student, on the other hand. The Contract must be signed before Student may take occupancy of any student housing facility. Upon receipt by FIDM of a signed Contract, the Student immediately becomes responsible for terms of occupancy and all the fees associated with this Contract. The room or apartment that the Student is assigned pursuant to this Contract shall be referred to herein as the "Premises." The apartment building or other facility in which the Premises are located shall sometimes be referred to herein as the "Building."

FIDM agrees to place Student in the Premises and Student agrees to abide by all of the terms, conditions and housing rules set forth in this Contract, in FIDM's Student Handbook and/or Catalog (copies of which the Student acknowledges he/she has received and reviewed completely), and other housing policies, each of which may be amended from time to time during the term of the Contract. Student also agrees to abide by the terms set forth in the rental and registration agreements with the Premises and/or Building, and further agrees to be considerate of other residents and all staff assigned to the residences.

By signing this Contract, the Student acknowledges that a violation of the Contract, other housing agreements, or student conduct guidelines, as well as any violation of the rights of other occupants of FIDM housing, may result in immediate loss of residency by the Student and/or loss of future FIDM housing privileges. Violations may also result in appropriate disciplinary action by FIDM.

As a condition to the Student's right to occupy FIDM housing, the Student must remain in good academic, conduct and financial standing at FIDM.

This Contract is intended to be a legally binding agreement. The Contract is for placement in a furnished space in the Building of Student and FIDM's choosing. Buildings are neither owned nor operated by FIDM but have agreed with FIDM to reserve a certain number of apartments for FIDM students. Although an assignment to a specific apartment may have been or may hereafter be made, this Contract is not for placement in a specific apartment or room, but shall apply to any Premises the Student may occupy pursuant to the terms of this Contract. By signing this Contract, the Student accepts FIDM's housing assignment (as the same may be changed pursuant to this Contract) and agrees to pay the required housing fees (placement fees and rental amount) for such assigned Premises.

## II. TERM

This Contract shall be effective and binding upon the Student's delivery of an executed original Contract to FIDM. The period between the date on which the Student is entitled to take possession of the Premises and the date on which the Student is required to vacate the Premises as set forth below shall be referred to as the "Term." This Contract and Student's right to occupy the Premises shall expire 5:00 p.m. one day after the last day of the academic term, unless sooner terminated in accordance with the provisions of the Contract.

The Term of this Contract shall run from "FIDM official check-in date" which is the Thursday before the start of the academic term (unless otherwise notified) ("Check-In Date") until one day after the last day of the academic term at 5:00 p.m. ("Move-Out Date"). The Student may occupy the Premises during all FIDM break periods included in the Term. The Student shall remain responsible for all housing fees applicable to FIDM break periods occurring during the Term of this Contract.

The Student shall not be entitled to occupy the Premises before the applicable Check-In Date. If the Student occupies the Premises after the Move-Out Date, or after the Student is no longer eligible to occupy FIDM housing, the Student shall be deemed in breach of this Contract and FIDM shall be entitled to those remedies for breach of this Contract set forth in Section XVII below, including without limitation the right to revoke Student's privilege to occupy any FIDM housing, to exercise all remedies available at law or in equity to regain possession of the Premises and obtain damages from the Student for such breach. Without limiting the preceding sentence, the Student agrees that he/she shall be obligated to pay \$ 225.00 per day for each day or part thereof in which the Student occupies the Premises without FIDM authorization until the Student has completely vacated the Premises.

FIDM student housing is arranged for current full time students only. If a student permanently withdraws from FIDM or takes a leave of absence, he/she will be required to move out immediately without refund.

## III. ROOMMATES AND APARTMENT ASSIGNMENTS

One of the most anticipated events for college students is meeting and living with their new roommates. It could be one of the most important relationships they establish at FIDM, not only for this year, but also throughout their lives. Living with another student is an exciting opportunity to share and learn about where both come from - across the street or across the globe - and how that has made them the people they are today.

The majority of the student housing units require occupancy by more than one student. By executing this Contract and taking possession of the Premises, the Student agrees to make reasonable efforts to communicate and live cooperatively with the roommate(s) occupying the Premises concurrently with Student, and to be respectful of the wishes and habits of co-students. Most students do not live with someone they already know. Roommates are assigned based on gender, and apartment type. Students are required to complete a unit roommate agreement with the Resident Advisor. However, if Student has someone in mind that he/she would like to have as a roommate; both Student and the proposed roommate must submit a written request to live together. FIDM will do its best to accommodate requests, but no guarantees can be given. Roommate switching is permitted at the end of a quarter and with prior written permission from FIDM. Please note requests when renewing this Contract.

This Contract provides Student with certain privileges to occupy the Premises, but does not grant Student the right to occupy any particular room, building or type of housing. Assignment to a specific Premises or unit or reassignment to a different complex or unit shall be made only by the FIDM Housing Director. Although FIDM will attempt to have Student remain in the same Premises throughout his/her stay at a given Building, there will be cases when Student will be required to move to a different unit at the beginning of any given quarter.

FIDM shall have the right, in its sole and absolute discretion, to make a temporary housing assignment for the Student if FIDM deems such an assignment necessary or desirable. If and when FIDM assigns the Student to a permanent residence, the Student shall be obligated to enter into a new contract for such permanent residence, and from and after the date of such permanent residence, the Student shall be obligated to pay the fees and charges applicable to such permanent residence.

The Student may request that FIDM reassign the Student to another FIDM housing facility. Reassignment shall be at the sole and absolute discretion of FIDM. The Student acknowledges that FIDM shall have the right, at FIDM's sole and absolute discretion, to require Student at any time during the Term to move from the Premises originally assigned to different Premises. The Student further acknowledges that FIDM may reassign the Student if FIDM deems it necessary or desirable in order to protect the rights of other occupants of the Premises or Building area to enjoy a reasonable living and academic environment, or to protect the health and safety of such other occupants. Additionally, FIDM reserves the right to refer any instances of misconduct or disruptive behavior attributable to the Student to FIDM's appropriate representative for further action.

#### IV. HOUSING FEES

Student pays FIDM a one time, non-refundable Fee of \$350.00 for initial placement. The rent paid by Student to FIDM includes mandatory, non-refundable/nontransferable fees for cleaning the Premises at the end of each quarter. Such quarterly cleaning does not, however, release the Student from responsibility for maintaining the Premises and furniture in good condition, ordinary wear and tear excepted.

Student shall pay housing fees (rent and other included items) as set forth by FIDM in the FIDM Student Housing Application or other applicable document(s) in advance each quarter and agrees to live in the assigned Premises for the period of this Contract. Housing fees are neither refundable nor transferable provided that if, prior to matriculation the Student determines not to attend FIDM, he/she may send a letter to FIDM requesting a refund of housing fees already paid. The FIDM Housing Office must receive said letter at least 30 days prior to the FIDM official check-in date. If such a letter is received by the appropriate deadline, a refund, less the \$350 placement fee, will be made to the Student.

Housing fees are subject to increase on the 1st of January each year. Prior notice will be given to Student of any such increase.

#### V. RENEWALS

The Renewal Application is available online to students via the student portal. Renewal forms are available to students approximately three to four weeks prior to the end of their housing commitment. Student must submit signed forms and appropriate housing fees to the FIDM Housing Office before the deadlines established by FIDM. If not received by then, the Premises is automatically forfeited and Student must vacate the Premises at the end of the current quarter.

Future deadline dates are available upon request.

Student is responsible for having any other party complete necessary paperwork and forward any fees to the Student Housing Office. Students are responsible for renewing or canceling the Contract before scheduled deadlines.

FIDM reserves the right, in its sole and absolute discretion, to refuse to renew the Contract.

#### VI. LIABILITY

FIDM shall not be liable for any injury to any person or damage or loss to any property of Student or their guests. FIDM recommends that Students secure renter's insurance to protect against liability, property damage, and casualty losses. FIDM shall not be liable for the loss or damage of Student's or their guests' personal property from theft, vandalism, fire, water damage, smoke, interruption of utility services, or other cause. If for any reason the Building operator agrees to render services such as handling furniture, cleaning, delivering or accepting packages, or providing access, Student specifically agrees to hold FIDM and the Building operator harmless from all liability in connection with such services

#### VII. SECURITY POLICY ACKNOWLEDGMENT

Student and their guests acknowledge that neither FIDM nor the Building operator has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures. Students acknowledge that neither FIDM nor the Building operator warrants or guarantees the safety or security of Students or their guests against the criminal or wrongful acts of third parties. Each Student is responsible for protecting his or her own person and property. Student and their guests acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, students and their guests acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

#### VIII. PARKING/VEHICLES

FIDM/Building operator reserves the right, but not the obligation, to assign or reassign specific parking spaces at the Building. The Building operator may also designate specific areas for prospective students or handicapped parking. Prohibited vehicles, inoperable vehicles, unlicensed vehicles, vehicles parked in a space assigned to another, and vehicles parked in tow-away zone or otherwise impeding traffic will be towed away without notice at the vehicle owner's expense in accordance with state/local law. Motorcycles are not permitted on the sidewalks, in landscaped areas, or in any Building at any time. It is expressly understood that FIDM or the Building operator shall not be responsible for any theft or damages to vehicles parked on the property.

#### IX. PENAL CODE SECTION 290.4(a)(1) NOTIFICATION

The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of section 290.4 of the California Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service.

Callers must have specific information about individuals that they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

X. RULES FOR ROOM USAGE; ALTERATIONS; DAMAGE; PERSONAL PROPERTY

By executing this Contract and accepting an assignment to FIDM housing, the Student is agreeing to become a member of a residential community, to abide by the particular rules and regulations applicable to such particular residential community, and to behave in a manner which does not materially or adversely affect other occupants' use or enjoyment of the Premises or Building. Certain FIDM housing facilities may have particular rules, regulations, or supplemental contractual provisions governing occupancy of such facilities. If so, the Student shall be required to abide by the terms of such rules, regulations, or supplemental contract. Failure of the Student to abide by same shall constitute a breach by the Student under this Contract, in which event FIDM shall be entitled to reassign the Student to different FIDM housing facilities, and/or to exercise FIDM's rights and remedies set forth in this Contract.

Alterations are not permitted to the Premises including, without limitation, furniture located within the Premises, Building or elsewhere in any apartment complex contracted with FIDM. Property, fixtures, appliances, and equipment and furniture must not be removed or relocated from the Premises or from any common areas, or from any other location designated therefore. Extra furniture is not allowed unless preapproved by housing staff. If approved, student will incur a one-time security charge of \$250 which will be refunded as long as the extra furniture is removed from the property when the student leaves the program.

Any damage to the Premises/Building caused by the Student or his/her guest(s) beyond that arising from normal wear and tear will be charged to the Student. If the individual responsible for the damage, loss or defacement cannot be determined for areas of common use, charges will be assessed equally to all residents of the Premises. If assessed charges for damages are not paid by the Student, FIDM reserves the right to enforce the consequences as set forth in Section XVII of this Contract. If Student breaches a provision of this Contract, fails to turn in keys and/or fails to vacate on or before the scheduled Student Move-Out Date, Student shall be liable for damages as permitted by state/local law, and shall be subject to other remedies set forth in this Contract, and as may exist in law or equity. In addition, cases may be referred through the FIDM Housing Committee and/or FIDM may pursue other legal remedies.

Patios or balconies must be neat and clean at all times. Bicycles, boxes or equipment may not be stored on patios or balconies. Towels and laundry may not be hung within patios and balconies or from balcony railings. Flower planters must be hung inside balcony railings. Student will not allow anything whatsoever to fall or be thrown from the balconies, patios, or windows of the Premises or Building.

Student shall maintain the Premises in a neat, clean and undamaged condition and, in particular, shall comply with all applicable provisions of building codes regarding public health and safety. Student shall (a) dispose of all ashes, rubbish, garbage, and waste in a clean and safe manner; (b) use all plumbing, electrical, sanitary, heating, ventilating, air conditioning facilities and appliances in a safe and reasonable manner; and (c) not deface, damage, or otherwise harm any part of the Premises or Building. The Student shall be responsible for paying for any damage(s) to glass on the Premises or in the common area of the Building caused by the Student or a Student's guest.

The Student shall inspect and test all smoke detectors and determine them to be in workable condition. The Student shall be responsible for checking and replacing batteries in smoke detectors on a regular basis. Student shall not tamper with, adjust or disconnect any smoke detectors. Violation of this provision is a material breach or default of this Contract and shall entitle FIDM to exercise all remedies available under state or local law. Student shall notify FIDM or the Building Operator of all repair needs promptly. Student shall be liable for any damages resulting from the Student's failure to promptly notify FIDM and the Building operator as set forth herein.

By signing this Contract, Student acknowledges that all personal property of Student kept, placed, or stored in the Premises shall be at the Student's sole risk. Student hereby waives any claims or causes of action against FIDM for loss, damage, or theft of any personal property of the Student, his/her guests or others. This provision shall apply with equal force to any personal property the Student leaves in or about the Premises following the Student's assigned Move-Out Date from the Premises.

FIDM housing is provided in support of the educational mission of FIDM, and is not intended to serve as centers of private enterprise or personal profit in any form. Consequently, the Premises or any part thereof shall not be used for the operation of a business. This includes, but is not limited to, prohibitions of email, web site, or other service operated for any reason or purpose not directly related to or required by a FIDM program.

The Student under no circumstances shall be permitted to paint or adhere stickers to any part of the Premises, including without limitation woodwork, ceilings, doors, furniture, appliances and vinyl-covered walls. Any such painting or damage shall constitute a breach of this Contract, and shall entitle FIDM to exercise its remedies as set forth in this Contract, and the Student shall be obligated, on demand, to reimburse FIDM for the cost of repainting, repairing, or replacing the items or portions of the Premises painted or damages by the Student.

The Student shall not post material on painted surfaces, doors, corridors, hallways, emergency exit pathways, stairwells, elevators, laundry rooms, balconies, windows or glass surfaces unless approved by FIDM. Approved items must be treated with fire retardant liquid and stamped as such in a visible location on the item.

Student understands that the Premises will be cleaned at the end of every quarter and Student agrees to abide by cleaning instructions given by the Building operator and/or by FIDM. Student also agrees, during that period, to have the Premises inspected by the FIDM Housing Director or Resident Advisor (RA) for any damages. Failure to abide by the FIDM/Building Cleaning instructions will result in a financial penalty of \$150 due to such breach.

## XI. STUDENT PRIVACY

Whenever possible, FIDM shall avoid infringing upon the Student's privacy at his/her housing unit. However, FIDM or appropriate emergency personnel may enter the Premises at any time when FIDM reasonably finds it necessary or advisable, including but not limited to the following situations:

- In cases of apparent emergency, where FIDM believes that there exists a threat to the well-being of the occupants of the housing unit, FIDM personnel, or any other persons in or about the housing unit, or to their real and/or personal property;
- For purposes of conducting appropriate health and safety inspections, requested repairs

and maintenance (where feasible, FIDM will attempt to conduct such repairs as set forth in guidelines promulgated by FIDM);

- When FIDM reasonably determines that there exists in the premises reasonable suspicion of a violation of FIDM rules or regulations or federal, state, or local laws.

If FIDM should reasonably believe that Student is emotionally or socially unfit to live in the assigned Premises or Building, Student hereby authorizes FIDM to contact appropriate persons, including but not limited to family members or other appropriate person(s), for notification of such behavior. Such behavior shall include, but not be limited to, attempted suicide, comments about committing suicide, threatened suicide, written suicide notes, incidents of alcohol overdose, substance abuse, bulimia, anorexia, emotional breakdown, incidents involving serious legal infractions or similar behavior.

## XII. PROHIBITED POSSESSIONS AND BEHAVIOR: HOUSE RULES

In order to protect the health, safety, and well-being of all occupants of the Building, including FIDM students, the items and activities set forth below are not permitted in the Premises, or any part of the Building, either by the Student or any guests. Prohibited possessions may be confiscated by FIDM in accordance with federal, state and local laws and established FIDM procedure.

Failure to comply with this provision shall entitle FIDM to exercise its rights and remedies including, without limitation, the eviction of and/or judicial action against the Student. The following shall constitute a nonexclusive list of the items/activities that are not permitted under any circumstances:

- Firearms and other weapons, explosives, fireworks, or flammable substances, such as gasoline or barbecue lighter fluid;
- Illegal drugs; alcoholic beverages, except if the Student and other residents of the Premises are all age 21 or over; provided, however, that in no event shall bulk quantities of alcohol (i.e. kegs and other common source containers) be permitted anywhere in the Premises or on the grounds of the Building. Please be aware that marijuana is classified as an illegal drug by the Federal Government. FIDM must comply with the Federal classification regardless of the state classification. The use, possession, or distribution of, or in any way assisting anyone to use, possess, or distribute any dangerous and/or illegal drugs, narcotics, acids, marijuana, or other controlled substances by the Student, other residents or their respective guests is strictly prohibited.

The Student acknowledges that FIDM retains the right to enter into the Premises to inspect for and/or confiscate any such prohibited substances. Violation of the provisions of this paragraph shall be a breach of this contract, entitling FIDM to exercise its rights and remedies and, at FIDM's discretion, shall also be grounds for disciplinary action in accordance with FIDM student conduct policy, which may include without limitation, suspension or expulsion from FIDM;

- Electrical appliances, equipment, or other devices that are not UL approved and labeled;
- Touchier halogen lamps;
- Pets.

In addition, Student, other residents of the Premises or their respective guests shall not permit the conduct set forth below in the Premises or elsewhere in the Building. Violation of the provisions of this paragraph shall be a breach of this Contract, entitling FIDM to exercise its rights and remedies and, at FIDM's discretion, shall also be grounds for disciplinary action in accordance with FIDM policy, which may include without limitation, suspension or expulsion from FIDM. The following shall constitute a non-exclusive list of conduct that is not permitted under any circumstances:

- Vandalism;
- Tampering with electrical or telephone equipment;
- Telephone threats or harassment;
- Telephone or "Door-To-Door" solicitation in the Building;
- Excessive or disturbing noises in or around the Building that infringes on the use and enjoyment of such facility by other occupants;
- The assignment of the Student's rights under this Contract, or the subletting of all or a portion of the Premises, to any other person;
- The use of the Premises for any purposes other than the Student's personal residence;
- Entering into, accessing, or otherwise using for any purpose roofs, ledges, basements, utility or other service closets, or any other areas of the Building which are designated as prohibited areas;
- Removal of window screens or dropping or throwing any objects from windows, balconies, or doorways;
- Locks shall not be changed, altered or replaced nor shall Student add new locks without the written permission of the Building operator. Any locks so permitted to be installed, shall become the property of the Building operator and shall not be removed by Student. Student shall promptly give the Building operator a duplicated key to any such changed, altered, replaced or new lock;
- Verbal or written abuse, threats, harassment, intimidation, or violence against person or property. In this context, alcohol or substance abuse is not accepted as an excuse, reason or rationale for such abuse, harassment, intimidation, or violence. Ignorance or "it was just a joke" are also not excuses for such behavior.

The following rules shall apply to Student and other residents or guests in the Premises:

- Student will not duplicate apartment keys/cards or give theirs to anyone else;
- No smoking, this includes vaping or e-cigarettes, inside apartments or on premises regardless of roommate consent;
- Student and other residents should observe "quiet time" hours (as a courtesy to roommates as well as other complex residents) and keep music and other noise at a minimum. All guests are required to leave by midnight;



- No resident may leave their guest(s) unattended in any area of the Premises or Building at any time regardless of roommate's consent;
- Overnight guests are not permitted regardless of roommate consent;
- Student agrees to attend all mandatory-housing meetings (notices given in advance);
- Student must conform to federal, state and local laws.

### XIII. FIRE AND SAFETY

Students are responsible for familiarizing themselves with the location of fire alarms, smoke alarms, fire-fighting and life-safety equipment, emergency exits, and emergency procedures for their Premises. Persons placing false alarms, interfering with a fire alarm system, interfering with firefighters, tampering with or removing fire-fighting equipment or smoke detectors, failing to vacate the Premises during scheduled or non-scheduled fire drills and/or fire alarm emergency evacuations are subject to disciplinary action, removal from FIDM housing facilities, and/or prosecution under applicable law.

### XIV. TERMINATION BY FIDM

FIDM shall have the right to terminate this Contract and Student's right to reside at the Premises by reason of breach by Student of any of the terms and conditions in this Contract, FIDM's Student Handbook and/or Catalog, or other housing policies, each of which may be amended from time to time during the term of the Contract. FIDM shall also have the right to terminate the Contract in the following circumstances:

- If Student fails to check into the assigned Building for his/her assignment to the Premises, or if Student checks-in but thereafter abandons the Premises, Student will nevertheless remain liable for the housing fees for the entire term of this Contract, unless Student is released by FIDM, such release to be granted in FIDM's sole discretion. In the event of abandonment, FIDM shall have the right, at the expense of the Student, to dispose of any personal property left in the apartment by the Student. Additionally, in the event that the Student fails to check in as required under this Contract or later abandons the Premises, FIDM shall have the right (but not the obligation) to enter into a contract with another student for occupancy of the Premises.
- If Student does not maintain satisfactory academic progress (see FIDM Handbook and Catalog) at the execution of this Contract, or at any time thereafter during the term of this Contract, FIDM shall have the right, upon written notice to the Student, to terminate this Contract and revoke the privilege of the Student to occupy the Premises.
- FIDM shall have the right to terminate this Contract, and require that the Student vacate the Premises, if FIDM determines that the Student is emotionally or socially unfit to live in assigned Premises or Building as a FIDM student. In all such cases, the FIDM Housing Committee shall make determination. In cases of serious emotional crises or incidents of alcohol overdose, substance abuse, bulimia, anorexia, emotional breakdown, or other similar behavior, FIDM shall have the option, but not the obligation, to permit the Student to remain in the Premises subject to a "behavioral contract" containing such specific provisions as FIDM deems appropriate in such circumstances. Such behavioral contract shall, without limitation, entitle FIDM to monitor the Student's situation and/or conduct.

Without limiting foregoing, if the Student has attempted suicide, commented about committing suicide, threatened suicide, or written suicide notes, FIDM shall have the right to require that the Student receive specific permission from the FIDM Housing Committee to remain in the Premises. Such permission will normally require the Student to provide an assessment and recommendation from a qualified psychological or medical practitioner of the Student's condition and/or fitness for occupying the Premises as a FIDM student. FIDM reserves the right to conduct random checks at the Student's Premises.

- FIDM shall have the absolute right to terminate this Contract and require that the Student immediately vacate the Premises if FIDM, in its sole and absolute discretion, determines that the Premises has been damaged in such a manner as to make it unsafe or unfit for habitation. The cause of such damage allowing the aforementioned action by FIDM may include, but shall not be limited to, the following: riot, insurrection, martial law, civil commotion, act of war or terrorism, fire, flood, earthquake, or other casualty or act of God.

In addition to any other remedies set forth in this Contract, Student acknowledges that FIDM may, at its sole discretion, refer any breach under this Contract to the FIDM Housing Committee for further investigation and/or proceedings in accordance with FIDM policies and procedures.

#### XV. BREACH OF CONTRACT BY STUDENT

Any failure of the Student to comply with the terms and conditions of this Contract shall be referred to herein as an "Event of Default." Any of the following shall constitute an Event of Default by the Student under this Contract: (1) the Student fails to pay any housing fees or other amount due to FIDM under this Contract, and such failure continues for a period of three (3) days after notice of such failure from FIDM; (ii) the Student terminates this Contract without the authorization of FIDM, whether or not the Student has taken occupancy of the Premises as of the date of termination; (iii) violation of any rules, regulations, or policies set forth in the Student Handbook and/or Catalog, all of which shall be deemed incorporated into this Contract by reference as though fully set forth herein (by executing this Contract, Student acknowledges receipt of Student Handbook and Catalog and represents and warrants that Student has fully reviewed the contents of Student Handbook and Catalog and fully understands and agrees to abide by the same); or (iv) the Student has otherwise breached or failed to comply with the terms and conditions of this Contract. Any breach of the terms and provisions of this Contract shall entitle FIDM to exercise such remedies as are set forth in Section "XVII" below.

#### XVI. REMEDIES FOR BREACH OF TERMS OF CONTRACT

- a. Following any Event of Default, FIDM may exercise any and all legal and/or equitable rights against the Student, including without limitation the right to recover all damages resulting from such Event of Default.
- b. Without limiting the foregoing, in the event that Student causes or contributed to any damage or defacement occurring to the Premises, the Building, or any FIDM housing facilities (including, without limitation, elevators, lounges, study rooms, kitchens, and bathrooms), FIDM shall, in its sole and absolute discretion, assess all costs and expenses, direct or indirect, incurred by FIDM in repairing or correcting such damage or defacement, or any portion thereof, against (a) the Student, if FIDM determines that such damage or defacement is attributable to the Student or the Student's guests, or (b) the Student and his/her guests if FIDM determines that such damage or defacement is attributable to the Student and/or one of his/her guests, or

(c) all or any number of the occupants of the suite, floor, hall or Building in which the Premises are located, including without limitation the Student, if FIDM determines that such damage is attributable to one or more of such Students or their respective guests, but is unable to determine which particular individuals are responsible therefore.

- c. In addition to any other remedies set forth in this Contract, if any Event of Default is caused or committed by the Student under this Contract, FIDM in its sole and absolute discretion, shall have the right to terminate this Contract upon written notice to Student, in which event Student shall immediately vacate and relinquish possession of the Premises to FIDM in accordance with this Contract. In the event of such a termination of this Contract, the Student will be responsible for all unpaid housing fees accruing under this Contract and attributable to the term of this Contract, including without limitation all housing fees accruing after the date of termination of this Contract up through the date on which the Term would otherwise have expired. In this regard, FIDM shall be entitled to recover from the Student the worth at the time of FIDM's award of damages from the Student hereunder of the amount by which the unpaid housing fees for the balance of the term after the time of such award exceeds the amount of such housing fees loss which the Student proves could be reasonably avoided by FIDM.
- d. In addition to any other remedies provided in this Contract, in the case of an Event of Default by Student under this Contract, FIDM, in its sole and absolute discretion, shall have the right to terminate one or more of the Student's privileges to utilize any FIDM facilities.
- e. In addition to any other remedies set forth in this Contract, in the event that the Student is determined to have used, possessed, distributed, or assisted any other person in using, possessing, or distributing any illegal drugs, narcotics, or other substances which are dangerous or are illegal under the any Federal, State, or local law or regulation, or firearms in the Premises, in the Building, or on any other FIDM property, the Student shall be subject to either or both of the following: (a) immediate eviction from the Premises and termination of this Contract; and (b) disciplinary action by FIDM in accordance with applicable FIDM policies and procedures, including without limitation expulsion from FIDM. Additionally, FIDM shall have the right to refer to any such action by the Student to appropriate Federal, State or local law enforcement officials for further action. In addition to any other remedies set forth in this Contract, the Student acknowledges that FIDM may, at its sole and absolute discretion, refer any Event of Default under this Contract to FIDM's Student Conduct System for further investigations and/or proceedings in accordance with FIDM's policies and procedures.
- f. Student expressly agrees that FIDM shall have the right to withhold grades, registration privileges, transcripts and other requested records and/or diplomas or degrees until the Student has fully complied with all terms of this Contract to FIDM's satisfaction. Failure to comply with any of the terms of this Contract, FIDM's housing policies, or policies found in the Student Handbook and/or Catalog may be cause for eviction, and/or appropriate judicial action by FIDM against the Student.
- g. Nothing in this Section shall limit the right of FIDM to protection from liability or damage resulting from the Student's default under this Contract. It is understood and agreed that the Student shall indemnify, hold harmless and defend FIDM from any and all loss, cost, liability, damage and expense, including attorney's fees, arising out

of or related to the default by the Student under this Contract, or the maintenance, use or occupancy of the Premises or the Building by the Student and/or Student's guest(s) or invitee(s).

#### XVII. MISCELLANEOUS PROVISIONS

As a condition of FIDM's entering into this Contract, any Student who has been granted diplomatic immunity by the United States Government must provide a notarized statement signed by the Ambassador or head of the mission of the government to which Student is attached, in which Student's government agrees to waive the diplomatic immunity of Student and indemnify FIDM for any of Student's obligations arising under this Contract, including but not limited to, payment of rent, late charges, and court costs.

This Contract is for placement in a space in an independent apartment complex. By signing and returning this document to the FIDM Housing Department, Student, and his/her parent or legal guardian signing this Contract, agree to comply with and be bound by the terms and conditions set forth herein and in the governing documents incorporated by reference (FIDM's Student Handbook and Catalog.) The undersigned agrees to be responsible for reading all such documents and knowing their contents. The undersigned further understands that once the FIDM Housing Department receives this signed Contract by the indicated contract due date, he/she is committed to a legally binding agreement between FIDM and the assigned Building and him/herself for the entire duration of the Contract as indicated above.

The Contract is an integrated written agreement expressing the entire agreement between the parties with respect to the Student's use of FIDM housing and supersedes and replaces all prior agreements and understandings, whether oral or written, express or implied, concerning the use of such housing. The Contract will constitute the entire agreement between the parties. No amendment or waiver will be binding or effective unless executed in writing by the parties to the Contract.

Notwithstanding anything contained herein to the contrary, FIDM may make further modifications, changes, amendments, and/or additions to the Contract in the future.

## ***FIDM Housing Contract/Refund Policy Acknowledgement***

*I have read the entire FIDM Student Housing Placement Contract and understand that if I fail to comply with the terms of this Contract, I will be subject to disciplinary action and/or have all housing rights terminated.*

PRINT NAME \_\_\_\_\_  
(Student)

AGE \_\_\_\_\_ MOVE-IN QUARTER/CAMPUS \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
(Student)

DATE \_\_\_\_\_

If Student is under 21 years of age, a parent/guardian/spouse signature is required.

PRINT NAME \_\_\_\_\_  
(Parent/Guardian/Spouse)

SIGNATURE \_\_\_\_\_  
(Parent/Guardian/Spouse)

DATE \_\_\_\_\_