This University Housing & Dining Services Contract & Living Agreement (hereinafter referred to as "Contract") must be signed/electronically confirmed before taking occupancy of a University of Southern California ("University") Housing Facility. Upon receipt by USC Housing ("Housing") of a signed/electronically confirmed Contract, the person signing this Contract ("Resident") immediately becomes responsible for terms of occupancy and all the fees associated with this Contract ("Residence Fees"), whether or not the Resident actually receives the keys to the room/apartment, takes possession of the room/apartment, and/or moves belongings, goods or effects into the room/apartment. The room or apartment that the Resident is assigned pursuant to this Contract shall be referred to herein as the "Premises." The residence hall, apartment building, or other facility in which the Premises are located shall sometimes be referred to herein as the "Building."

This Contract is a legally binding document. The Contract is for a furnished space in a University Housing Facility. Although an assignment to a specific Premises may have been or may hereafter be made, this Contract is not for a specific room, building, or type of housing, but shall apply to any Premises the Resident may occupy pursuant to the terms of this Contract. By signing this Contract, the Resident accepts the University's housing assignment (as the same may be changed pursuant to this Contract) and agrees to pay the required Residence Fees established by the University for such assigned Premises. The Resident also agrees to:

- comply with all University policies governing occupancy of University Housing Facilities, as may be amended during the term of the Contract, including without limitation those set forth in "SCampus," a copy of which the Resident acknowledges that he/she has received from the Office of Orientation and reviewed completely;
- be considerate of other residents and all staff assigned to the residences; and
- comply with all rules, regulations, and principles applicable to the residential community in which the Premises are located, as put into effect by the University from time-to-time.

By signing/electronically confirming this Contract, the Resident acknowledges that any breach of University residential policy, including without limitation the provisions of this Contract, any violation of the rights of other occupants of the Premises or the Building, any misrepresentation of facts on the Resident's housing application or on this Contract may be grounds for immediate termination of the Resident's occupancy of the Premises and/or the revocation of future University housing privileges. Violations may also result in disciplinary action under University Student Conduct standards. The determination of how to address any violations of this Contract and all decisions regarding exceptions to any policies to this Contract shall be made by the Director of USC Housing and/or his/her designee. The University's remedies for breach of this Contract are more particularly discussed in Section "P" below.

By signing/electronically confirming this Contract, the Resident further acknowledges that:

- all Residence Fees owing by the Resident under this Contract shall be made to the University Cashier's Office, unless otherwise set forth herein;
- if the Resident is a student at the University, all Residence Fees may be billed to the Resident on the Resident's University Student Account along with other University charges, including without limitation tuition, parking fees, and other fees;
- the Resident's University Student Account will include various other obligations owed by the Resident to the University, including without limitation tuition, and notwithstanding the fact that such obligations may be billed to the Resident as a single amount, any payments made to the University pursuant to this Contract, whether designated by the Resident as "rent," "room and board," "Residence Fees," or otherwise, shall be deemed to first apply toward any other outstanding amounts owing by the Resident to the University and shall only be deemed to apply to the Resident's obligations under this Contract to the extent that all other fees or amounts owing by the Resident to the University have been satisfied in-full.

A. HOUSING ELIGIBILITY

As a condition to the Resident's right to occupy the Premises, the Resident must comply with the criteria set forth below for the applicable period of occupancy.
Academic Year (Fall and Spring Semester) or Family Housing Eligibility

- Registered as a full-time University of Southern California student as defined by the University Registrar during each semester of occupancy.
- Remain in good academic, conduct and financial standing at the University.

Summer Housing Eligibility

- Student, faculty or staff member of the University of Southern California. (Proof required: current, valid University identification card).
- Student, faculty or staff of other four-year universities or colleges with the support of a University of Southern California department. (Proof required: valid photo identification with written evidence from a home institution that substantiates an educational purpose in the USC area with support from a USC department).

B. DURATION OF CONTRACT/OCCUPANCY PERIODS

This Contract shall be effective and binding upon the Resident’s delivery of an executed original contract to Housing by the contract due date listed on the Contract Summary. The period between the date on which the Resident is entitled to take possession of the Premises and the date on which the Resident is required to vacate the Premises as set forth below shall be referred to as the “Term.” This Contract shall expire at noon the day after the Resident’s last final examination or at 5:00 p.m. upon the last day of the Term, whichever occurs first, unless sooner terminated in accordance with the provisions of the Contract.

Apartments. If the Premises is an apartment, the Term of this Contract shall run from the Check-In Date indicated in Section “C” below until the close of the academic year, May 12, 2010. The Resident may occupy the Premises during all University break periods included in the Term (i.e. Thanksgiving, Winter Break and Spring Break). The Resident shall remain responsible for the Residence Fees applicable to all University break periods occurring during the Term of this Contract.

Residence Halls. If the Premises is located in a Residence Hall, the Term of this Contract shall run from the Check-In Date indicated in Section “C” below until the close of the academic year, May 12, 2010. The residence hall shall be closed during the break period between semesters (i.e., December 16, 2009 through January 7, 2010), and the Resident shall not be entitled to occupy or access the Premises during such period. Residence Fees paid by the Resident are not applicable to such period. The Resident shall not be permitted in the Premises or the Residence Hall after 5:00 p.m. on December 16, 2009 and the Resident may return to the Premises starting on January 7, 2010 at 8:30 a.m. The Resident shall not be required to remove personal belongings or return keys to the Premises during such period.

Law Residence. If the Premises is located in the Law Residence, the Term of this Contract shall run from the Check-In Date indicated in Section “C” below until the close of the University of Southern California Law Center’s academic year, May 17, 2010. The Resident may occupy the Premises during all University break periods included in the Term (i.e. Thanksgiving, Winter Break and Spring Break). The Resident shall remain responsible for the Residence Fees applicable to all University break periods occurring during the Term of this Contract.

Family Housing. If the Premises is a family facility, the Term of this Contract shall run from the Check-In Date indicated in Section “C” below until May 31, 2010. The Resident may occupy the Premises during Thanksgiving, Winter, and Spring breaks, and that portion of Summer break up to and including May 31, 2010. The Resident shall remain responsible for the Residence Fees applicable to all University break periods occurring during the Term of this Contract.

In premises designated by USC Housing as “Family Housing” units, the Premises shall be occupied only by the Resident and his/her spouse and/or legally dependent children listed on the Resident’s housing application and by no other persons. Pursuant to applicable California law, no more than three (3) persons may occupy a one (1) bedroom unit and no more than five (5) persons may occupy a two (2) bedroom unit. Family members living with the Resident must comply with all terms and conditions of this Contract and all persons occupying the Premises must be identified on the Family Housing Supplemental Application to be completed and submitted to USC Housing. The Resident is responsible for his/her family members and their compliance with this Contract, unless otherwise set forth in this Contract. Any planned changes in occupancy of the Premises, including without limitation any changes in the Resident’s marital and family status which may result in any persons other than those listed in the Resident’s housing application, or any decrease in the number of persons occupying the Premises below that listed in such housing application, must be reported to Housing. Failure to immediately report changes in occupancy shall be deemed a breach of this Contract, entitling the University to exercise all rights and remedies available hereunder, including without limitation termination of the Resident’s University Housing privileges. **Extended families of the Resident, including without limitation the Resident's parents and/or siblings are not eligible to reside in the Premises.**
Health Sciences Campus (Seaver Residence Hall). If the Premises is located in Seaver Residence Hall, the Term of this Contract shall run from the Check-In Date indicated in Section "C" below until May 12, 2010. The Resident may occupy the Premises during Thanksgiving, Winter, and Spring breaks. The Resident shall remain responsible for the Residence Fees applicable to all University break periods occurring during the Term of this Contract.

Summer Session Housing. Assignment to University housing for the Summer Session is made by separate application and contract, and is not covered under the same contract applicable to the academic year. If this Contract is for summer housing, by executing this Contract the Resident is agreeing to pay the Residence Fees for the entire Term of this Contract. Residents assigned to University housing for the Summer Session are not released or otherwise excused from this Contract due to non-registration as a University student, as registration is not an eligibility requirement for University housing during the Summer Session.

Authorized Occupancy Outside of Contract Dates. The Resident shall not be entitled to occupy the Premises before the applicable Check-In Date, during University break periods (unless expressly permitted under this Contract), or after the last day of the Term, unless the Student has obtained the prior express written authorization of the Director of USC Housing and/or his/her designee. In the event such permission is granted, all provisions of this Contract shall apply to such period of occupancy. As a condition to granting such special permission, the Resident shall be obligated to pay, in advance, a daily fee for such occupancy as established by USC Housing.

Unauthorized Occupancy. If the Resident occupies the Premises without written authorization before the Check-In Date, during a University break period (except as expressly permitted under this Contract), after the last day of the Term, or after the Resident is no longer eligible to occupy University Housing, the Resident shall be deemed to be in breach of this Contract and the University shall be entitled to those remedies for breach of this Contract set forth in Section "P" below, including without limitation the right to revoke the Resident's privilege to occupy any University Housing, to exercise all remedies available at law or in equity to regain possession of the Premises and obtain damages from the Resident for such breach. Without limiting the preceding sentence, the Resident agrees that he/she shall be obligated to pay $200.00 per day for each day or part thereof in which the Resident occupies the Premises without University authorization until the Resident has completely vacated the Premises and returned all keys to the Housing Services Office.

C. CHECK-IN

Check-In. The Check-In Date for the Resident’s contract is listed at the top of the Contract Summary. The Resident may check in to the Premises Monday through Friday; 9:00 a.m. to 4:00 p.m. Check-In will not be permitted on weekends or on any University holidays.

Identification/Contract Required. Upon checking in to the Premises, the Resident must have signed or electronically confirmed his/her contract prior to check in and present valid photo identification to a Customer Service Representative in the Customer Service Center serving the Building in which the Premises are located. The Resident will not be allowed to check in without proper identification.

Failure to Check In. Failure to check in by 5:00 p.m. on the first day of classes for the first semester of the Contract or failure to register as a full-time student as defined by the University Registrar’s Office may, at the option of the University, result in cancellation of this Contract by the University, without refund of the Confirmation Payment, unless the Resident has received written consent from USC Housing to check in after such date. The Resident may not presume that such cancellation has occurred unless the Resident receives written confirmation from Housing.

D. ROOM ASSIGNMENTS

Assignment. This Contract provides the Resident with certain privileges to occupy University Housing, but does not grant the Resident the right to occupy any particular University Housing unit. Assignment to a specific University Housing unit or reassignment to a different unit (including, but not limited to, a different room within the same facility) shall be made only by USC Housing.

Shared Occupancy. The majority of the University Housing units require occupancy by more than one resident. By executing this Contract and taking possession of the Premises, the Resident is agreeing to make reasonable efforts to communicate and live cooperatively with the roommate(s) occupying the Premises concurrently with the Resident, and to be respectful of their differences and their respective living habits. Graduate and undergraduate students may be assigned together in the same Premises, although the University generally makes reasonable efforts to avoid such an assignment. Any persons other than the
Resident who are authorized by the University to occupy this Premises, such as roommates, shall sometimes be referred to herein as “Permitted Occupants.”

**Temporary Housing Space.** The University shall have the right, at its sole and absolute discretion, to make a temporary housing assignment for the Resident if the University deems such an assignment necessary or desirable. If and when the University assigns the Resident to a permanent residence, the Resident shall be obligated to enter into a new contract for such permanent residence, and from and after the date of such permanent residence assignment, the Resident shall be obligated to pay the Residence Fees applicable to such permanent residence.

**Law Residence.** Priority for residency in the Law Residence is given first to registered students in the University of Southern California Law Center. All conditions of this Contract shall apply to residents of the Law Residence unless otherwise stated. Notwithstanding that the University prefers to permit only students of the University of Southern California Law Center to occupy the Law Residence, the University may assign non-Law Center students or other persons to the Law Residence.

**E. ROOM CHANGES/CONSOLIDATION**

**Reassignment Requested by the Resident.** The Resident may request that the University reassign the Resident to another University Housing Facility. Reassignment shall be at the sole and absolute discretion of the University. In considering a request for reassignment, the University may, without limitation, take into account the following factors: (i) if space is available to accommodate such reassignment (ii) if Housing determines the assignment to be appropriate for class standing, gender and date of the reassignment request. Reassignment to an unoccupied space will not be granted if that space is under contract to another resident. Any assignment change in Premises which is not authorized in writing in advance by a Customer Service Representative shall be void and shall be a breach of this Contract, entitling the University to those remedies set forth in Section “P” below. Reassignments are available to current signed/electronically confirmed contract holders only and, if granted, the Resident shall be subject to a $25 fee for each reassignment granted after the term of the Contract has begun.

**Reassignments Due to University Housing Requirements.** The Resident acknowledges that the University shall have the right, at the University’s sole and absolute discretion, to require the Resident at any time during the Term to move from the Premises originally assigned to different premises. Without limiting the foregoing, the University may reassign the Resident, or reassign other Permitted Occupants to the Premises, in order to consolidate University Housing in the event of vacant space within the Premises or other University Housing. In such instance, the University shall have the right (but not the obligation) to permit the Resident and any other Permitted Occupants to remain in the Premises without making such reassignment on the condition that the Resident and such Permitted Occupants agree in writing to pay the Residence Fees applicable to the vacant space within the Premises.

**Reassignments Due to Conduct.** The University may reassign the Resident or other Permitted Occupants if the University deems it necessary or desirable in order to protect the rights of other occupants of the Premises or the Building to enjoy a reasonable living and academic environment, or to protect the health and safety of such other occupants.

**F. TERMINATION OF CONTRACT**

**Requests by Resident for Release.** Any request by the Resident to be released from this Contract must be made in writing directly to a USC Housing Customer Service Representative. Because this Contract is a legally binding instrument, the University shall be under no obligation to release the Resident from its obligations hereunder. Nevertheless, the University, at its sole and absolute discretion, may release the Resident under the following circumstances:

- The Resident participates in the USC Renewal process (UHR) and requests cancellation of the Contract by March 6, 2009. The Contract will be terminated without forfeiture of the Confirmation Payment. Terminations between March 7, 2009 and May 1, 2009 will result in the forfeiture of the Confirmation Payment. Cancellation requests made May 2, 2009 or after are subject to the terms below.

- The Resident terminates his/her enrollment as a student in the University and provides written documentation of such to a Housing Representative. (Note: Non-enrollment or withdrawal from classes does not automatically cancel this Contract and is not applicable to Summer Residents.)

- The Resident enrolls in an academic program sponsored by the University that requires the Resident to reside away from the University campus (e.g., overseas studies, exchange programs). Confirmation payment will be refunded if USC Housing is notified of program participation by November 6, 2009.
• The Resident provides USC Housing with an application for University Housing from a "Qualified Replacement Resident" (defined below) who desires to occupy a space in University housing for the remainder of the Term, Housing accepts such application, and the Replacement Resident agrees to the terms of occupancy as set forth below.

A "Qualified Replacement Resident" is one who: (i) meets the eligibility requirements to occupy University Housing and the Premises; (ii) is not living in University Housing as of the date of the requested replacement; (iii) does not have a University Housing application on file for the Term of this Contract or the then-current academic year; and (iv) will be a registered student for the remainder of the Term of this Contract (this requirement applies only if the Resident is a student of the University). In the event that the University approves a replacement request, such approval shall be conditional upon the Replacement Resident signing a housing contract governing such occupancy identical in form and substance to this Contract, or otherwise acceptable to the University. In no event shall the University consider a replacement request if the Housing Services Office has a waiting list for University Housing.

Following the University's approval of a replacement request, should the Replacement Resident become voluntarily or involuntarily ineligible for University Housing for any reason, including without limitation failure to register for classes in the University, withdrawal from the University, participation in an overseas studies, exchange, or semester-away program, financial hardship, or conduct issues, the Replacement Resident shall remain responsible for 10% of the Residence Fees payable under this Contract or the equivalent of thirty (30) days' Residence Fees, whichever is greater.

Cancellation Due to Replacement Release Wait-List. If the Resident desires to seek a Replacement Resident but does not offer an application for replacement from a Qualified Replacement Resident, the Resident may submit a written request to USC Housing for a Qualified Replacement Resident from a "Replacement Release Wait-List" maintained by USC Housing. The Replacement Release Wait List shall be governed by the procedures set forth herein; provided, however that the University reserves the right to amend, alter or revoke the Release Wait-List procedure entirely or on a case-by-case basis in the University's sole and absolute discretion, including without limitation existing vacancies in University Housing. The current procedures for administering the Replacement Release Wait-List are as follows:

1. The Resident must obtain a Replacement Release Wait List Request form from USC Housing. The completed form must be returned to USC Housing.

2. USC Housing staff shall place the request on the Replacement Release Wait List.

3. As USC Housing receives "walk-in" requests from individuals who meet the criteria of a "Qualified Replacement Resident" set forth above, USC Housing shall determine what type of University Housing, if any, the Qualified Replacement Resident is suitable for based on such factors as the University deems relevant (e.g., graduate vs. undergraduate student, gender, prior history of University Housing, the type of housing arrangement requested by the Qualified Replacement Resident, etc.). USC Housing shall then select from the Replacement Release Wait List the first Cancellation Request for which the Qualified Replacement Resident is suitable.

4. In order for any Release and Replacement to be effective, the Resident requesting Cancellation and Replacement must pay a non-refundable $250 cancellation fee to the University Cashier's Office.

5. Notwithstanding the foregoing procedures, the Resident shall remain responsible for the payment of all Residence Fees until USC Housing notifies the Resident in writing of its approval of a Cancellation and Replacement and the Resident has checked out of the Premises as required under this Contract.

Regardless of the above circumstances, cancellation will not take effect until such time that the Resident receives an official Contract Release Authorization form and returns the keys to his/her assignment to the appropriate Customer Service Center in accordance with this Contract. All decisions regarding exceptions to this Contract are made by the Director of USC Housing and/or his/her designee.

Termination by the University. In addition to the University's rights to terminate the Contract under Section "P" below, the University shall also have the right to terminate the Contract in the following circumstances.

• Failure to Check in and Abandonment. If the Resident fails to check in to the Customer Service Center for his/her assignment to the Premises, or if the Resident checks-in but thereafter abandons the Premises, the Resident will nevertheless remain liable for the Residence Fees for the entire Term of this Contract, unless the Resident is released by the University, such release to be granted at the University's sole and absolute discretion. The University shall retain the right (but not the obligation) to terminate this Contract in the event that the Resident fails to check in as required under this Contract or later abandons the Premises. In the event of an abandonment, the University shall have the right, at the expense of the Resident (to be billed to the Resident's University Student Account or as the University sees fit in its sole and absolute discretion directly to
the Resident.), to dispose of any personal property left in the Premises by the Resident. Additionally, in the event that the Resident fails to check in as required under this Contract or later abandons the Premises, the University shall have the right (but not the obligation) to enter into a contract with another resident for occupancy of the Premises.

- **Lack of Eligibility.** If the Resident does not meet the eligibility criteria set forth in Section "A" above, either at the time of the execution of this Contract, or at any time thereafter during the Term, the University shall have the right, upon written notice to the Resident, to terminate this Contract and revoke the privilege of the Resident to occupy the Premises or any other University Housing Facility.

- **Emotional Distress.** The University shall have the right to terminate this Contract and require that the Resident vacate the Premises and all University Housing facilities if the University determines that the Resident is emotionally unfit to live in University Housing. In all such cases, determination shall be made by the Vice-President, Student Affairs or his/her designee. In cases of serious emotional crises or incidents of alcohol overdose, substance abuse, bulimia, anorexia, emotional breakdown, or other similar behavior, the University shall have the option, but not the obligation, to permit the Resident to remain in University Housing subject to a "behavioral contract" containing such specific provisions as the University deems appropriate in such circumstances. Such behavioral contract shall, without limitation, entitle the University to monitor the Resident's situation and/or conduct. Without limiting the foregoing, if the Resident has attempted suicide, commented about committing suicide, threatened suicide, or written suicide notes, the University shall have the right to require that the Resident receive specific permission to remain in University Housing from the Vice-President, Student Affairs or his/her designee. Such permission will normally require the Resident to provide an assessment and recommendation from a qualified psychological or medical practitioner as to the Resident's condition and/or fitness for occupying University Housing.

- **Conduct.** The University shall have the right to terminate this Contract and require that the Resident vacate the Premises and all University Housing facilities if the University determines that the Resident's conduct is not suitable or appropriate for University Housing. Without limiting the foregoing, the University may exercise its termination rights hereunder if: (i) the conduct or living habits of the Resident or any Permitted Occupants have caused other occupants of the Premises or the Building to vacate or request reassignment to other University Housing; (ii) if the University has received complaints from other occupants of the Premises or the Building attributable to the Resident or Permitted Occupants; or (iii) if the continued occupancy of the Premises by the Resident creates, in the University's sole and absolute discretion, a clear and present danger to other occupants of the Premises or the Building, in which event, upon the request of the University, the Resident shall vacate the Premises entirely on a "same day" basis. Such decisions shall be at the discretion of the Vice President - Student Affairs, Associate Vice President – Student Affairs, Director - Residential Education, or Director - USC Housing. Additionally, the University reserves the right to refer any instances of misconduct or disruptive behavior attributable to the Resident to the University's judicial procedures for further action.

- **Damage to Premises.** The University shall have the absolute right to terminate this Contract and require that the Resident immediately vacate the Premises if the University, 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 the University 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.

G. **RULES GOVERNING ROOM USAGE**

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

**Cleaning and Housekeeping.** The Resident is responsible for cleaning the Premises and emptying personal trash in the University designated dumpsites or trash rooms provided. If the Resident shares the Premises with other Permitted Occupants, all such Permitted Occupants, including the Resident, shall be jointly responsible to clean all common areas of the Premises, and the Resident and each Permitted Occupant shall be responsible for cleaning his/her own room. (Bathrooms in Fluor Tower and Parkside International Residential College and Arts and Humanities Residential College suites are cleaned by the University).
Common Area Usage. At no time shall the Resident or any other occupants of the Premises place or store any personal property or other items in hallways, passageways and stairwells, lounges, laundry rooms, lobbies, elevators, common restrooms, food or drink vending facilities, or other common areas (collectively, “Common Areas”) in the Building. The University shall be entitled to assess a reasonable administrative fee against the Resident (or, in the University’s discretion, all occupants of the Premises, Building, Floor or Wing, including the Resident, on a pro rata basis), for the removal (and, if applicable, storage) of any personal property or other items placed in the Common Areas by the Resident or the other Permitted Occupants of the Premises. In University Residence Halls, although University custodial service is provided for certain portions of the Common Areas, it is the shared responsibility of all occupants thereof, including the Resident, to keep the Common Areas in a clean and orderly state. In the University’s discretion, the University may assess an administrative fee against all occupants of a particular Premises, floor, or Building on a pro rata basis for cleaning of Common Areas beyond normal maintenance.

Vacant Space Usage. The Resident shall be permitted to occupy only that portion of the Premises contracted to him/her. If the Premises is designed as a shared space and the Resident has taken possession (through behavior or property placement) of space within that Premises which is not covered by this Contract, the Resident agrees to pay an additional fee equal to the daily rate of that space for each day the resident does not take corrective action to make the space available as indicated by USC Housing.

Guest Policy. The Resident is entitled to have visitors, including an overnight guest, (considered any person who is on the premise during Quiet Hours as defined below) on the terms and conditions set forth in this paragraph. All guests must comply with all terms and conditions of this Contract, and must respect the rights of others to the quiet use and enjoyment of the Premises or the Building. The Resident must accompany his/her guest at all times. The Resident shall be fully responsible for the conduct of his/her guests and for informing the guest of any University rules and regulations pertaining to conduct within the Premises or the Building. Guests of the Resident will not be allowed to arrive prior to or stay after the Contract start and end dates. The University reserves the right to require guests to leave the Premises, the Building, or the University campus if such guest violates University rules or regulations or federal, state, or local laws, and/or if such guest disturbs other occupants of the Premises or the Building, or other students, faculty, or staff of the University. Additionally, in the event of a violation of the foregoing guest policy by a guest, the University reserves the right to deny further guest privileges to the Resident or any Permitted Occupant of the Premises, and to deem the prohibited conduct of the guest to be a breach of this Contract by the Resident, entitling the University to all rights and remedies set forth in Section “P” below.

In the event that the Resident desires to have an overnight guest in the Premises, in addition to the provisions set forth in the preceding paragraph, the following shall apply. The Resident must register the guest with the Customer Service Center during normal Customer Service office hours or with the on duty Resident Advisor. If the Premises is occupied by more than one person, the approval of all occupants of the Premises shall be required prior to the Resident’s permitting an overnight guest to stay in the Premises, and the overnight guest may only occupy the Resident’s room during the visit. An overnight guest may not stay in the Premises for more than three (3) consecutive nights. Guests will not be issued keys or Access cards at any time.

Quiet Hours Policy. In order to promote the educational environment within University-owned and operated Housing Facilities, a quiet hours policy exists. Established quiet hours are a minimum of 11:00pm to 8:00am, Sunday through Thursday. On Friday and Saturdays quiet hours begin at midnight to 8:00am the following morning. Quiet hours are extended to 24 hours a day during Stop Days and Final Exam periods. University communities may set additional hour restrictions that are not less than the hours set forth herein.

Prohibited Enterprises. University Housing is provided in support of the educational mission of the University, and is not intended to serve as a center for 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 or as the “base” or “office” of any business enterprise. This includes prohibition of email, web site, or other services operated for any reason or purpose not directly related to or required by a University program.

Keys. The Resident shall be responsible for the keys to the Premises issued by the University, including mailbox keys. If the Resident loses his/her key(s), such loss could result in a threat to the security of the Premises and the Permitted Occupant(s) thereof. If a lock and key change to the Premises is required as a result of the Resident losing his/her key, or if the Resident fails to return his/her keys to the Customer Service Representative upon expiration or earlier termination of this Contract, the Resident will be charged for having the lock changed and having new keys issued to the Resident and the Permitted Occupants of the Premises. The Resident shall not be entitled to have his/her keys to the Premises or the Premises mailbox duplicated, except by the University. In no event shall the Resident alter or repair a lock to the Premises, its mailbox, or to any part of the Building. If the Resident is locked-out of the Premises, during Customer Service Center business hours, the Resident may borrow a key to the Premises for no more than one (1) hour. In the event that the Resident fails to return such borrowed key within the one (1) hour period, the key will be presumed lost, and the University shall change such lock, at the Resident’s expense. If the Resident is locked-out of the
The University or its contractors, agents, or employees for loss, damage, or theft of any personal property of the Resident. This provision shall apply with equal force to any personal property that the Resident leaves in or about the Premises following the Resident's Check-Out from the Premises. If the Resident desires protection for any personal property, the Resident must obtain personal property loss insurance from an independent insurance carrier at the Resident's sole cost and expense.

**Adhering Stickers or Painting of Student Rooms.** The Resident 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 the University to exercise its remedies set forth in Section "P" below, and the Resident shall be obligated, on demand, to reimburse the University for the cost of repainting, repairing, or replacing the items or portions of the Premises painted or damaged by the Resident.

**Alterations.** Alterations are not permitted to the Premises or to any University property, including without limitation furniture located within the Premises or the Building. The Resident may not utilize additional supports or brackets not provided by the University to reconfigure furniture from its original state (e.g. lofting beds). University property, fixtures, appliances, and equipment and furniture must not be removed or relocated from the Premises or from Common Areas, or from any other location designated therefore. The Resident may not install on the Premises a satellite dish or similar device for the reception of television services such as Direct TV, Dish Network, etc.

**Damages.** Any damage to University operated facilities caused by the Resident or his/her guest(s) beyond that arising from normal wear and tear will be charged to the Resident. If the individual responsible for the damage, loss, or defacement cannot be determined for Common Areas, charges will be assessed equally to all Residents of the Premises or Building. Cases may be referred through the University conduct system, University administration or other legal remedies for further action.

**Posting Policy.** The Resident 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 a USC Housing Customer Service Representative. Approved items must be treated with fire retardant liquid and stamped as such in a visible location on the item.

**Personal Property.** By signing this Contract, the Resident acknowledges that all personal property of the Resident kept, placed, or stored in the Premises shall be at the Resident's sole risk, and the Resident hereby waives any claims or causes of action against the University or its contractors, agents, or employees for loss, damage, or theft of any personal property of the Resident. This provision shall apply with equal force to any personal property that the Resident leaves in or about the Premises following the Resident's Check-Out from the Premises. If the Resident desires protection for any personal property, the Resident must obtain personal property loss insurance from an independent insurance carrier at the Resident's sole cost and expense.

**H. PROHIBITED POSSESSIONS AND BEHAVIOR**

In order to protect the health, safety, and well-being of all occupants of University Housing Facilities, the items and activities set forth below are not permitted in the Premises, Building, or any University Housing Facilities, either by the Resident, the Permitted Occupant, or their respective guests. Prohibited possessions may be confiscated by the University in accordance with federal, state and local laws and established University procedure. Failure to comply with this provision shall entitle the University to exercise its rights and remedies set forth in Section "P" below, including without limitation the eviction of and/or judicial action against the Resident, the Permitted Occupant, or their respective guests. The following shall constitute a nonexclusive list of the items/activities that are not permitted in the Premises under any circumstances:

- Open flames, including cigarettes on balconies and ledges, barbecues and hibachis, candles, incense, decorative string lights;
- Firearms and other weapons, explosives, fireworks, or flammable substances, such as gasoline or barbecue lighter fluid;
- Use of alcoholic beverages, except by those Residents and guests who are 21 or older, is prohibited. Those of legal age to consume alcohol may do so only within private areas of the housing facilities. In addition, there shall be no bulk quantities of alcohol (i.e., kegs and other common source containers) permitted anywhere in the Premises or Building. The purchase for, or distribution of, alcohol to anyone under age 21 is also prohibited. Violations of the provisions of this paragraph shall be grounds for disciplinary action in accordance with University policy;
- 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, and controlled substances, and/or drug paraphernalia, including bongs, pipes, hookahs and/or other devices to facilitate consumption by the Resident or any Permitted Occupant, or their respective guests is strictly prohibited. The Resident acknowledges that the University retains the right to enter into the Premises to inspect for and/or confiscate any such prohibited substances as set forth in Sections "J" and "P" below. Violation of the provisions of this paragraph shall be a breach of this Contract, entitling the University to exercise its rights and remedies set forth in Section "P" below, and in the University's discretion shall also be grounds for disciplinary action in accordance with University policy, which may include without limitation, suspension or expulsion from the University;
• Electrical appliances (e.g. air conditioners), equipment, or other devices that are not UL approved and labeled;
• Torchiere halogen lamps;
• Pets, other than fish (fish tanks of more than 10 gallon capacity are prohibited in the Premises);
• Pianos.
• Beds placed by the Resident, the Permitted Occupant, or their respective guests and all Waterbeds; and
• Cooking equipment and appliances such as, but not limited to, hotplates and toaster-ovens (except in living units with kitchens, and except for "microfridges" in spaces otherwise deemed acceptable by Housing.) Microfridge units may not exceed 4.5 cubic feet;

In addition, the conduct set forth below shall not be permitted in the Premises, the Building, or any University Housing Facilities by the Resident or Permitted Occupants, or their respective guests. Violation of the provisions of this paragraph shall be a breach of this Contract, entitling the University to exercise its rights and remedies set forth in Section "P" below, and in the University's discretion shall also be grounds for disciplinary action in accordance with University policy, which may include without limitation, suspension or expulsion from the University. The following shall constitute a non-exclusive list of conduct prohibited in the Premises under any circumstances:
• Vandalism;
• Tampering with electrical or telephone equipment or telephone data;
• Threats or harassment;
• Telephone, electronic or "Door-To-Door" solicitation in University Housing Facilities;
• Excessive or disturbing noise in or around a University Housing Facility that infringes on the use and enjoyment of such Facility by other occupants;
• The assignment of the Resident’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 purpose other than the Resident'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 Premises, the Building, or any University Housing Facility which are designated as prohibited areas;
• Removal of window screens or dropping or throwing any objects from windows, balconies, roofs, ledges or doorways.

I. SMOKE-FREE ENVIRONMENT POLICY

On January 1, 1994 the University adopted a smoke-free policy. Smoking is prohibited in all University-owned and operated Housing Facilities. Smoking is prohibited in all University facilities located on the University Park Campus, North University Park Campus and Health Sciences Campus regardless of roommate consent and regardless if the Resident is the sole occupant of the Premises. All Common Areas of any University Housing Facility are designated non-smoking areas. Balconies of apartments are considered common areas; therefore, smoking is not permitted in these areas.

J. STUDENT PRIVACY

Non-Disclosure of Premises Assignment. The University shall use reasonable efforts to prevent the disclosure of the Premises to which the Resident is assigned, or the identity of the occupants of any Premises, to persons who are not affiliated with the University, unless the Resident files prior written authorization of such disclosure with Housing.

Right of Privacy. Where reasonably feasible, the University shall endeavor to avoid infringing upon the Resident's privacy in the Premises. Except as provided below, the Premises and the Resident's property or possessions contained therein shall not be searched, unless first authorized by the Vice-President, Student Affairs or his/her designee. Notwithstanding the foregoing, University or emergency personnel may enter the Premises at any time when the University reasonably deems it necessary or advisable under the following circumstances:
• in cases of emergency, where the University determines that there exists a clear and imminent threat to the well-being of the occupants of the Premises, the Building, University personnel, or any other persons in or about the Building, or to their respective real and/or personal property;
• for the purpose of conducting Health and Safety inspections, requested repairs and upgrades (where feasible, the University shall endeavor to conduct the same in accordance with guidelines put into effect by the University);
University Access to Rooms. The Resident may not change or cause to be changed any lock or place any additional locks on any door(s) of the Premises or the Building. The Resident acknowledges and agrees that the University must have and retain immediate access to all portions of the Premises for the purpose of responding to emergencies, performing maintenance or Health and Safety inspections, and investigating reasonable suspicions of any violation of University rules or regulations or any federal, state or local laws. The University reserves the right and the Resident grants the right to the University to make unannounced and unscheduled entries of all portions of the Premises for the purposes of responding to emergencies, performing maintenance or Health and Safety inspections, investigating reasonable suspicions of any violations of University rules or regulations or any federal, state or local laws, and ensuring and maintaining the compliance with University rules and regulations. If the Premises is only partially occupied, the University reserves the right and the Resident grants the right to the University to enter the Premises at any reasonable time to show said vacant space to a prospective occupant.

K. FIRE AND SAFETY

Residents are responsible for familiarizing themselves with the location of fire alarms, smoke alarms, fire-fighting and life-safety equipment, emergency exits, and emergency procedures of their Premises and Building. Fire safety orientations are held in most Buildings during the Fall semester. In all other Buildings, fire and earthquake safety information is posted on the back of the Premises doors or elsewhere in the Premises. The emergency telephone number for summoning fire, police and ambulance services is (213) 740-4321.

Persons placing false alarms, interfering with a fire alarm systems, interfering with firefighters, tampering with or removing fire-fighting equipment or smoke detectors, failing to vacate premises during scheduled or non-scheduled fire drills and/or fire alarm emergency evacuations, are subject to disciplinary action, removal from University Housing Facilities, and/or prosecution under California law.

Birnkrant Residence Hall, Fluor Tower, Marks Tower, Pardee Tower and Webb Tower are designated as high-rise buildings. These facilities are equipped with standpipes as well as a unit and Common Area fire extinguishers, per Los Angeles Fire Department Code. These facilities and all residence halls are equipped with automatic sprinkler systems and window locks which shall not be tampered with during occupancy.

L. CHECK-OUT/FINAL INSPECTION

The Resident must vacate the Premises no later than the date of the expiration of the Term set forth in Section "B" above. Upon vacating, the Resident must return all keys to the Premises and the Building, if any, issued to the Resident by the University, in accordance with Section "G" above. After the Resident and all Permitted Occupants have vacated the Premises, the Premises shall be inspected by USC Housing Staff. The Resident and the Permitted Occupants shall be obligated to leave the Premises in a neat and clean condition, with all appliances, equipment, and furniture present, assembled, in-place, and in good condition and repair. The Resident may request in writing to the Customer Service Center that a Customer Service Representative conduct a damage (but not cleaning) inspection of the Premises no earlier than thirty (30) days prior to the expiration of the Term. The University shall use reasonable efforts to make such pre-inspection, but shall not be obligated under this Contract to do so.

After the University has inspected the Premises, whether prior to or after the expiration of the Term, the University shall deliver to the Resident an invoice setting forth the amount owed by the Resident for cleaning and/or damage repair to the Premises. The Resident and the Permitted Occupants shall be jointly and severally responsible for the cost of all extraordinary cleaning which the University deems necessary to perform within the Premises; the repair of any damage to the Premises (including walls and fixtures); the repair, moving, reassembling, or replacing of furniture, appliances, or equipment located within the Premises; and any damage to the Common Areas or any other portion of the Building or other University Housing Facility or to bill such amounts to the occupant which the University deems responsible for the charge. The Resident is responsible for and will be billed the cost of replacing or changing any locks or keys to the Premises as set forth in Section "G" above. Any charges for cleaning or damage to the Premises or any University property located therein shall be, in the University’s discretion, either billed to the Resident’s University Student Account or billed directly to the Resident. If the Premises is occupied by more than one occupant, the University shall divide such amounts due equally among each occupant of the Premises, or shall bill such amounts to the occupant, which the University deems responsible for the charge.

In the event that the Resident desires to dispute any charge set forth on such invoice, the Resident must do so in writing to the appropriate Customer Service Center within thirty (30) days of the date of such invoice; after the expiration of such thirty (30)
day period the invoice shall be conclusively deemed accurate, and any dispute raised by the Resident will not be entertained by the University.

M. RESIDENCE FEES

Application Processing Fee. In consideration of the Application Processing Fee and subject to availability, Housing will assign the Resident to a designated University Housing unit for the full Term of this Contract. The University will not make an assignment to University Housing unless the Resident pays the Application Processing Fee in-full at the time of submission of a completed application to Housing or gives written authorization to charge the Resident’s student account. This fee is non-refundable under any circumstances.

Confirmation Payment. Once the University offers an assignment and the Resident decides to accept and sign the contract, a Confirmation Payment is required, in full, at the time of submission of the signed/electronically confirmed contract. Subject to the Resident's compliance with the terms and provisions of this contract, the Confirmation Payment will be credited toward the Residence Fees for the last full semester of the Contract.

Rent. The Resident shall pay to the University all payments due as listed on the Contract Summary, accompanying this Contract. Payments shall be made according to timelines and instructions issued on the Resident’s University Student Account issued by the University Cashier’s Office or other University-designated office, or as otherwise set forth on the Contract Summary. Unless otherwise indicated by the University Cashier’s office or other University designated office, all payments shall be prorated.

- For assignments billed once per month, the prorated payment will be determined by dividing the monthly rent by thirty (30) days.
- For assignment billed once per semester, the prorated payment will be determined by dividing the semester rent by the number of nights in the semester.

Activity Fee. If the Resident is a student of the University, the Resident shall be billed an "Activity Fee" each semester for student/resident programs which are administered through the Residential Life Office. This fee shall be paid at the beginning of or with the first payment of Residence Fees each semester. This fee is non-refundable under any circumstances.

Utilities. If the Premises is a Residence Hall, the charges for utilities (water, power and gas) shall be included in the Residence Fees listed on the Contract Summary. If the Premises is an apartment building, in some instances utility charges will be included in the Residence Fees, while in other instances the Resident will be obligated to make arrangements for and pay utility charges directly to the University. Such charges will appear on the Resident’s student account. In the event that the Premises is occupied by more than one person, the University shall use reasonable efforts to allocate utility charges equally among all occupants assigned to such Premises in an equitable manner, such allocation to be conclusive and binding upon all such occupants.

Meal Plans. When assigned to a Premises with a required meal plan, the Resident shall be obligated under this Contract to pay the cost of the meal plan as part of the Residence Fees. Failure of the Resident to use all of the meals or points offered in such meal plan shall not entitle the Resident to any refund or credit. Further specifics pertaining to required meal plans are set forth in Section “R” below.

Telephone Service. Private telephone companies do not have access to provide local or long distance telephone service directly to most University Housing Facilities. Residents will have local telephone service access to 213, 323 and 800 area codes from their Premises. There is no deposit or service fee for this basic telephone service. Telephone handsets are not included in the Premises.

Parking. There are limited parking spaces available and parking costs are not included in the Residence Fees. The Resident may apply for a University parking permit from USC Transportation Services.

Payment of Residence Fees.

- Residence Halls. If the Premises is located within a Residence Hall, the Residence Fees shall be due and payable to the Cashier’s Office prior to the Fall and Spring semesters with the Resident's confirmation of enrollment for the Fall and Spring semesters, or at such other time as may be designated by the University Cashier's Office or the Housing Services Office.

- Apartments. If the Premises is an apartment, Residence Fees shall be due and payable to the Cashier's Office as indicated on the Contract Summary. If the Premises is an apartment for which rent is charged once per semester, the Residence Fees shall be due and payable to the Cashier's Office prior to the Fall and Spring semesters with the Resident's confirmation of enrollment for the Fall and Spring semesters, or at such other time as may be designated by the University Cashier's Office or the Housing Services Office.
• **Summer Occupants.** If the Resident is occupying the Premises for the summer all Residence Fees must be pre-paid to the University Cashier’s Office or the Housing Services Office prior to the Resident’s taking occupancy of the Premises.

• **Deferment.** If the Resident is a student and is awaiting receipt of a financial aid award and/or scholarships, the Resident may make arrangements with the University’s Financial Aid Office to execute a deferment in an amount equal to the entire Residence Fee balance for the current semester, excluding the Confirmation Payment which must be paid to USC Housing directly upon submission of a signed/electronically confirmed Housing Contract.

• **Partial Payment.** The Resident hereby acknowledges that acceptance by the University of payment of delinquent Residence Fees shall not constitute a waiver of the University’s right to exercise such rights and remedies as the University is entitled to under Section “P” below for failure to pay such Fees, including without limitation the University’s right to terminate this Contract for failure to pay Residence Fees.

N. **PRE-OCCUPANCY TERMINATION/CANCELLATION FEE**

In the event that the Resident cancels this Contract with the authorization of the University prior to taking occupancy of the Premises, the University shall be put to a certain amount of expense in securing a replacement occupant or reassigning the Permitted Occupant who was previously to be assigned to the Premises, the precise amount of which is difficult and impracticable to ascertain. Accordingly, the Resident agrees that, in the event that the Resident cancels this Contract prior to the date on which the Term is to commence, the Confirmation Payment will be retained by the University as a “Cancellation Fee.” Any such cancellation must be in writing and received by USC Housing prior to the commencement of the Term. If the University authorizes a cancellation of this Contract subsequent to the commencement of the Term but prior to the Resident taking occupancy of the Premises, the University shall be entitled to retain, and the Resident shall be obligated to pay, as a Cancellation Fee, the Confirmation Payment plus the full amount of the Residence Fees prorated up to the date upon which the University authorizes such cancellation. Failure to make this payment shall constitute a material breach of this Contract, and shall entitle the University to exercise its rights and remedies as set forth in Section “P” below. The Resident acknowledges that the foregoing Cancellation Fee amounts are reasonable estimates of the additional cost and expenses which the University has to incur in the event of an authorized pre-occupancy cancellation of this Contract by the Resident. The Resident further acknowledges that the provisions of this paragraph shall not apply to a termination of this Contract by the Resident which is not specifically authorized by the University, or billed directly to the Resident.

O. **BREACH OF CONTRACT BY RESIDENT**

Any failure of the Resident 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 Resident under this Contract: (i) the Resident fails to pay any Residence Fees or other amount due to the University under this Contract, and such failure continues for a period of three (3) days after notice of such failure from the University; (ii) the Resident terminates this Contract without the authorization of the University, whether or not the Resident has taken occupancy of the Premises as of the date of termination; (iii) violation of any rules, regulations, or policies set forth in “SCampus,” all of which shall be deemed incorporated into this Contract by reference as though fully set forth herein (by executing this Contract, Resident acknowledges receipt of SCampus and represents and warrants that Resident has fully reviewed the contents of SCampus and fully understands and agrees to abide by the same); or (iv) the Resident 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 the University to exercise such remedies as are set forth in Section “P” below.

P. **REMEDIES FOR BREACH OF TERMS OF CONTRACT**

1. Following any Event of Default, the University may exercise any and all legal and/or equitable rights against the Resident, including without limitation the right to recover all damages resulting from such Event of Default. The Resident hereby expressly acknowledges and agrees that any sums owing to the University by the Resident as a result of any Event of Default by the Resident may in the University’s discretion, be billed to the Resident’s University Student Account (if the Resident is a student), which shall be subject to payment on such terms and conditions as are generally established by the University, or billed directly to the Resident.

2. Without limiting the foregoing, in the event that Resident causes or contributes to any damage or defacement occurring to the Premises, the Common Areas, the Building, or any University Housing Facilities (including, without limitation, elevators, lounges, study rooms, kitchens, and bathrooms), the University shall, in its sole and absolute discretion, assess all costs and expenses, direct or indirect, incurred by the University in repairing or correcting such damage or defacement, or any portion thereof, against (a) the Resident, if the University determines that such damage or defacement is attributable to the Resident or the Resident’s guest, (b) the Resident and the Permitted Occupants if the University determines that such damage or defacement is attributable to the Resident and/or one of the Permitted Occupants, or (c) all or any number of the occupants of the suite, floor, hall or Building in which the Premises is located, including without limitation the
Resident, if the University determines that such damage is attributable to one or more of such residents or their respective guests, but is unable to determine which particular individuals are responsible therefore.

3. In addition to any other remedies set forth in this Contract, if any Event of Default is caused or committed by the Resident under this Contract, the University in its sole and absolute discretion, shall have the right to terminate this Contract upon written notice to Tenant, in which event Tenant shall immediately vacate and relinquish possession of the Premises to the University in accordance with this Contract. In the event of such a termination of this Contract, the Resident will be responsible for all unpaid Residence Fees accruing under this Contract and attributable to the Term of this Contract, including without limitation all Residence 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, the University shall be entitled to recover from the Resident the worth at the time of the University's award of damages from the Resident hereunder of the amount by which the unpaid Residence Fees for the balance of the Term after the time of such award exceeds the amount of such Residence Fees loss which the Resident proves could be reasonably avoided by the University, and the Resident shall be deemed to have forfeited any remaining Confirmation Payment balance.

4. In addition to any other remedies provided in this Contract, the University, in its sole and absolute discretion, shall have the right to terminate one or more of the Resident's privileges to utilize any University facilities, including without limitation the right to suspend or revoke the Resident's dining privileges under the Board Plan and long distance telephone service.

5. In addition to any other remedies set forth in this Contract, in the event that the Resident 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 University property, the Resident 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 the University in accordance with applicable University policies and procedures, including without limitation expulsion from the University. Additionally, the University shall have the right to refer any such action by the Resident to appropriate Federal, State, or local law enforcement officials for further action.

6. In addition to any other remedies set forth in this Contract, the Resident acknowledges that the University may, at its sole and absolute discretion, refer any Event of Default under this Contract to the University Student Conduct System for further investigations and/or proceedings in accordance with University policies and procedures.

7. The Resident expressly agrees that the University shall have the right to withhold grades, registration privileges, transcripts, and other requested records, and/or diplomas or degrees until the Resident has fully complied with all terms of this Contract to the University's satisfaction. Failure to comply with any of the terms of this Contract, University Housing policies, or policies found in the "SCampus," or set forth by Hospitality Services may be cause for eviction, termination of Dining Service privileges and/or appropriate judicial action by the University against the Resident.

8. Nothing in this Section shall limit the right of the University to protection from liability or damage resulting from the Resident's default under this Contract. It is understood and agreed that the Resident shall indemnify, hold harmless and defend the University from any and all loss, cost, liability, damage and expense, including attorneys' fees, incurred by the University in defense of third party claims, arising out of or related to the default by the Resident under this Contract, or the maintenance, use or occupancy of the Premises or the Building by the Resident and/or the Resident's guest(s) or invitee(s).

Q. WAIVER/SEVERABILITY

The waiver by either party of a breach of any provisions of this Contract shall not operate or be construed as a waiver of a subsequent breach or a waiver of any other provisions of this Contract. In the event that any particular provisions of this Contract is found to be unenforceable or illegal, such finding shall in no way affect the enforceability of any other provision of this Contract.

R. REQUIRED BOARD

When the Resident is assigned to a Residence Hall with a required meal plan ("Board Plan"), all terms and provisions of this Contract, including those pertaining to the conduct of the Resident, shall apply to the Resident's use of the dining facilities. Board Plans are nonrevocable and nonrefundable in Housing facilities with a required Board Plan. As of the date of this Contract, the following facilities offer Board Plans: Birnkrant, New Residential College, North Residential College, International Residential College at Parkside, Radisson, Pardee Tower, Marks Hall, Marks Tower, Trojan Hall, Honors House, Fluor Tower, Cardinal Gardens, Century, Parkside Apartments, Arts and Humanities Residential College.
**Board Plan Cancellation.** Should this Contract be canceled through USC Housing, it is the sole responsibility of the Resident to notify the USCard Office of such cancellation in order to receive a refund of any portion of the cost of the Board Plan. If the Resident fails to comply fully with the cancellation procedures set forth above, or if the Resident fails to register for class with the University or to check in to the Premises, or to use the Board Plan, the Resident will nevertheless be bound to all terms and conditions and be responsible for all fees associated with the Board Plan for the entire academic year.

**Board Plan Use.** The Resident's rights under the Board plan are personal to the Resident and may not be sold, assigned, or otherwise transferred to any other person. The Resident shall not be entitled to any refund or credit for the Resident's failure to take any meal or to use any points offered under the Board Plan. If the Resident desires to change the Board Plan, such change must be directed in writing to the USCard office during the first two weeks of Fall or Spring Semester. No changes shall be granted after such date.

**Residential Dining and Parkside International Residential College Service Schedule.** Residential Dining and International Residential College Dining Hall service schedule for the academic year 2008-2009 is as follows:

- **Fall 2009**
  - Service begins Wednesday, August 19, 2009.
  - Service ends December 16, 2009 (Breakfast, Lunch and Dinner served).

- **Spring 2010**
  - Service begins Thursday, January 7, 2010.
  - Spring Recess is observed from March 15, 2010 through and including March 20, 2010. (There will be no service.)
  - Service resumes on March 21, 2010 (Sunday Brunch).
  - Service ends Wednesday, May 12, 2010 (Breakfast, Lunch and Dinner served).