

2024-2025 Academic Year Student Housing Agreement

University of the Pacific is excited to welcome you home to on-campus housing. To provide an optimal housing experience, Pacific makes commitments to its students to offer a quality housing experience, and in return requires students to make commitments back to the University and to their fellow students. In short, Pacific provides the housing and the maintenance of the facilities, and you treat your fellow students, your room, and the common space with care.

This Student Housing Agreement (“**Agreement**”) is a legally binding license between the University of

submit a signed Agreement electronically; and (3) is assigned to a Housing Assignment by the Office of Residential Life and Housing. Once the Student is assigned to a Housing Assignment,

- g. Failure to Check-In. Students who fail to officially check-in and make payment by the first day of the Term (or make other arrangements approved by the Office of Residential Life and Housing) will forfeit their space in Housing and the Non-Refundable Housing Pre-Payment.

5. Prorated Charges: If the Responsible Party contracts for a Pacific Housing Assignment for less than a full Term, or if Student is released by Pacific from this Agreement including as a result of a termination

Agreement, Responsible Parties agree to pay charges according to the following rules:

- a. Except as set forth in Section 5(b) below, Student agrees to pay all applicable housing fees and dining fees based on the number of days of occupancy. Where applicable, student dining plans will be prorated based on usage or number of days of occupancy, whichever is greater.
- b. If Student checks-in or signs-up within the first fourteen (14) days of the Term, Student agrees to pay any housing and dining fees from the first day of the Term. If Student officially checks-out during the last fourteen (14) days of the Term, Student agrees to pay housing and dining fees, if applicable, through the last day of the academic year.

a. Student agrees not to possess or permit any animal as a pet in on-campus housing except for nonpoisonous fish in a fish tank no larger than 5 gallons. In the event Student violates the no-pets rule, Student agrees to immediately remove the animal, pay a charge equal to the actual cost of cleani

and pay a \$300 administrative fee per incident as liquidated damages. If Student fails to immediately remove the animal, Pacific will terminate this Agreement and Responsible Parties

Termination, or Abandonment; Fees". Further, Pacific may deny Student the opportunity to live in campus housing in the future.

b. Notwithstanding the foregoing, Emotional Support and Service Animals are not considered Assignment who use the services of an Emotional Support Animal or Service Animal should contact the Services for Students with Disabilities Office and Residential Life & Housing as soon as practically possible to aid the University in housing logistics and planning. Students approved for Emotional Support or Service Animals, who reside in Housing must comply with the applicable University Policies and Tiger Lore.

12. Prohibition of Firearms, Weapons, Explosives, Fireworks and Inflammables: Student agrees not

arrows, explosives, fireworks, candles, incense, flammable fluids or gases, dangerous chemical mixtures, propelled missiles, smoke bombs, sparklers, large knives, martial art or other weapons, and other flammables in on-campus housing or on Pacific-owned or controlled property. Student understands that this policy is strictly enforced, and violations will result in disciplinary action, which may include suspension or expulsion from on-campus Housing Assignments or the University.

13. Additional Prohibitions: Student agrees to adhere to all Tiger Lore (go.pacific.edu/TigerLore) requirements including those rules specific to the Office of Residential Life and Housing regarding the prohibition of certain actions or certain items that cannot be maintained in or around on-campus Housing.

14. COVID-19 Specific Risks and Prohibitions: Student agrees that they have read and will abide by all terms in th reference to this Agreement. Responsible Parties agree that any variance from the terms of the Notice of Risk are grounds for immediate termination of this agreement, subject to fees under Section 6(d), and other possible disciplinary action by the Office of Student Conduct and Community Standards.

15. Unsatisfied Financial Obligations: In addition to being a material breach of this Agreement under Section 6 above, if Responsible Parties fail to make payments necessary to satisfy any outstanding balance, the account will be turned over to an outside collection agency. Responsible Parties agree to be responsible for all collection costs and reasonable attorney fees and costs associated with the collection of any outstanding financial obligations. Available excess balances in student housing or dining accounts may be used to offset other financial obligations to Pacific.

16. Entire Agreement; Amendment: This Agreement, including University Rules and all other referenced documents, is the full, complete, sole, final, and exclusive agreement of the parties concerning the matters covered by this Agreement and the rights granted and duties undertaken as between the parties. Any statement, representation, promise, or undertaking made prior to or contemporaneously with the execution of this Agreement is void and of no effect. Any statement, promise, or representation made

to or by any party, or made to or by an employee, attorney, servant, agent or representative of any party, respecting the matters set forth in this Agreement are not valid or binding as to these parties unless it is specifically contained in this Agreement or the University Policies. Except as otherwise set forth in this Agreement, any amendment to the terms or conditions of this Agreement must be in writing and signed by the parties to this Agreement. Notwithstanding the forgoing, Pacific may amend or modify any University Rule in its sole discretion.

17. Dispute Settlement: Responsible Parties and Pacific agree that in the event of a dispute regarding the

f. Notices. Except as otherwise expressly provided by Law, notices or other communications required or permitted by this Agreement or by Law to be served on or given to either party to this Agreement by the other party must be in writing and will be deemed to be served:

1. when personally delivered to the party to whom the notice is directed,

2. on the date sent via e- _____ -provided e-mail address, or

3. on the third (3rd) business day after the written notice is deposited in the United States mail, first class postage prepaid and, in the case of a notice to Student, addressed to Student at their on-campus address and to Pacific at the Office of Residential Life and Housing, Calaveras Hall Annex, 3601 Pacific Avenue, Stockton, CA 95211.

In the event of notice being provided in more than one of the methods designated above, notice will be deemed served on the earliest to occur of the effectively served notices methods. Any notice provided to any one Responsible Party in accordance with the terms of this Section 18(e) will be deemed a notice provided to all Responsible Parties.

g. Waiver: The waiver by Pacific of any breach by Student or any other Responsible Party of any of the provisions of this Agreement does not constitute a continuing waiver or a waiver of any subsequent breach by Student or other Responsible Party either of the same or of another provision of this Agreement.

h. Responsible Party Liability. Each Responsible Party is jointly and severally liable for the actions and inactions of each of the other Responsible Parties.

19. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality, and unenforceability of the remaining provisions will not in any way be affected or impaired thereby.

20. Force Majeure. Pacific is not liable to Student for any delay or failure to perform any obligation under this agreement if the delay or failure is due to events that are beyond the reasonable control of

self-isolate or quarantine safely in on-campus student housing. However, there is a risk that it may be difficult, if not impossible, to find other living quarters, on-campus or elsewhere if that happens.

7. Travel during a time of pandemic may become far more difficult if travel restrictions are imposed or if transportation becomes more limited.

8. If you test positive for infection by the COVID-19 virus, or if it is believed you have been exposed to someone infected by the virus, you may be required to self-isolate or quarantine in compliance with regional, state and federal guidelines. **It will be your responsibility to make arrangements to self-isolate or quarantine, and you may be required by local or federal authorities to quarantine in designated facilities with other infected or quarantined people.**

9. Student Health Services will serve in a consultative role for students. Student Health Services will offer telehealth consultations. Student Health Services healthcare staff will make referrals for off-campus medical visits with community-based healthcare providers as warranted. Students who test positive or have symptoms that require face-to-face medical treatment will be referred off-campus.

10. The university may need to consolidate or relocate residents for operational or health-related reasons, or at the direction of authorities. The university does not guarantee that you will remain in your room assignment. The university may move you at any time (and multiple times) to other on-campus student housing in its sole discretion and without notice.

When you submit the 2024-2025 Housing Request Form, you are acknowledging and accepting the risks we have set out here.

End.