

2025-2026 Academic Year Student Housing Agreement

Date: {Date}

University of the Pacific is excited to welcome you home to campus housing. To provide an optimal housing experience, Pacific makes commitments to its students to offer a quality living 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 the Pacific (“Pacific”), and the individual named below (“Student”). Additional parties to the Agreement include for any student who is under the age of 18, their parents and/or guardians, and for any student with a legally recognized spouse or registered domestic partner who will be living in premises with the Student (Legal Partner), their Legal Partner *1* (collectively Student and guardians/parents or Legal Partner are “Responsible Parties”). Responsible Parties should read through the Agreement carefully to understand the obligations of living in Pacific housing.

> *1 Students who wish to include legally recognized spouses, registered domestic partners or any other legally recognized partnerships must present a valid, certified copy of a Certificate of Marriage, Certificate of Registered Domestic Partnership, or similar document issued by a government or other legally authorized authority to request the student party to share their licensed premises, subject to the approval of the Office of Residential Life and Housing. Any exceptions, or requests for Family

****a. Term.**** The term of this Agreement and license is for the ~~2022~~2026 Academic Year (“Term”). The Term begins on the annually published move in dates. Unless terminated earlier as provided in this Agreement, the Term continues through the academic year. The general university academic calendar will govern this Agreement. At Pacific’s sole discretion, Students may be authorized to ~~pick~~ **pick** to the beginning of the Term but may be assessed additional daily room and dining plan charges. This Agreement may not be terminated prior to the end of the Term except as provided in Section 6, “Breach, Termination or Abandonment; Fees”.

****b. Winter Recess.**** All Stockton Housing and Dining Assignments, including fraternities and sororities, are closed during the winter recess. Students may apply for Winter Recess housing at an additional cost. All Sacramento Housing will remain open during the winter recess; however, Sacramento Dining may be closed.

****c. Effective Date.**** This Agreement is not effective until: (1) the Student is admitted to a degree-granting program and accepts their offer of admission; (2) the Student and any Responsible Party 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, the Agreement is effective as of the date and year listed next to the Responsible Party’s signature (“Effective Date”).

****d. Failure to Check In.**** Regardless of whether the parties have a signed Agreement, Pacific may cancel the reservation of any Student who fails to officially ~~check~~ **check** their assigned space before 9:00 AM on the first day of classes of each term/year, or if during the Term, 24 hours after the Agreement is signed, unless arrangements have been made with the Office of Residential Life and Housing. Cancellation fees may apply.

publications, rules and procedures including, without limitation, the Pacific Honor Code, Tiger Lore, the

experiences. Additional meal plan rules published by Residential Life & Housing, in current form or as amended, are incorporated herein by reference.

semester and are available from the Office of Residential Life and Housing Office. Rates are subject to change by Pacific upon 90 days written notice to Student.

****e. Keys.**** Student agrees to use all due care in maintaining keys to the Housing Assignment and agrees to reimburse Pacific for all costs, such as key and lock replacement, associated with Student's loss or misuse of keys. Students may not dismantle, alter, or charge their keys or locks without the express permission of the Office of Residential Life and Housing. Additional locks cannot be added to the Housing Assignment.

****f. Abandoning/Vacating Housing Assignments Before End of Term.**** Any Student who abandons/vacates any Pacific Housing Assignment before the end of the Term without an official, written, approved release from the Office of Residential Life and Housing will continue to be liable for all fees and charges arising during the Term.

****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 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 of the Agreement under Section 6 below for a cause other than Responsible Parties' breach of this 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 costs (as described in Section 4, "Housing Fees and Costs") on a prorated scale 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

fourteen (14) days of the Term, Student agrees to pay housing and dining fees, if applicable, through the last day of the academic year.

6. Breach, Termination, or Abandonment; Liquidated Damages:

a. Pacific and Responsible Parties agree that every clause in this Agreement is material. Any breach by a Responsible Party of any part of this Agreement constitutes a material breach of the whole of the Agreement. Breaches of this Agreement include but are not limited to:

1. Abandonment of premises by Student prior to end of the Term (notwithstanding Section 5(b)),

2. Student is or becomes a registered sex offender or is considered a dangerous person indicating behavior that poses a risk to person or property, or that is injurious or disruptive to the residential community,

3. Failure to provide correct material information on Student's admission documentation,

4. Student withdraws, is suspended, or dismissed from the Housing Assignment or Pacific; and

5. Student is found to have violated any term or condition of any Laws or University Rules.

b. For any breach by a Responsible Party, Pacific will provide the Responsible Party with a written three day notice that describes the breach and demands that Responsible Party cure the default, if a cure is possible. If a Responsible Party does not cure the default within the three days, or if Pacific concludes

termination of this Agreement for any reason, Student must vacate the Pacific Housing Assignment immediately.

c. If this Agreement is approved to be terminated for any reason prior to the end of the Term, Responsible Parties forfeit to Pacific any ~~log~~ and Dining Fees for that academic year up to the prorated amount due under Section 5(a) above (if applicable), and Responsible Parties must pay the termination fee as required under Section 6(d) below. Should Student ~~be~~ admitted to Pacific Housing in future academic years, such forfeited Housing and Dining Fees will not be applied to Student's new housing agreement.

d. Liquidated Damages for Termination.** Responsible Parties agree and understand that if their actions lead to termination of the agreement by Pacific, or if the agreement is approved to be terminated, this will cause Pacific to incur losses of types and in amounts that are impossible to calculate with certainty. For this reason, Responsible Parties agree that "liquidated" (that is, predetermined) damages represent a fair, reasonable, and appropriate estimate of Pacific's losses in that situation.

~~With this in mind, Pacific will not be held responsible for any losses incurred by Pacific as a result of termination of this Agreement for any reason, Student must vacate the Pacific Housing Assignment immediately.~~

a. Upon twentyfour (24) hours ****prior notice**** to the Student and approval from the Office of Residential Life and Housing, authorized Pacific personnel may enter, search, or prepare the Student's room/apartment for new occupants during normal Pacific business hours for reasons pertaining to:

1. health, safety, general welfare;

2. to make necessary repairs, improvements, or preparation for new occupants for shared spaces. Students that share spaces are expected to not encroach upon shared bedroom space at any time. For shared common area space in the unit, University Pacific reserves the right for university personnel to prepare the room for a new occupant. This includes but is not limited to cleaning, removal of trash and all necessary tasks to prepare the space.

3. to ensure compliance with this Agreement including, without limitation, all University Policies.

b. Authorized Pacific personnel may enter and search Student's room/apartment without prior notice upon approval from the Office of Residential Life and Housing if:

1. Student abandons or surrenders the Assignment,

2. prior notice is impracticable;

3. an emergency situation exists;

4. Pacific has reasonable concern for the current health of the student; or

5. Pacific has a reasonably perceived belief that a crime or violation of Pacific policy is occurring or has recently occurred.

c. Authorized Pacific personnel may enter and search Student's room/apartment if authorized or required under another University Rule ~~by~~ Law.

d. Health and Safety Inspections are conducted in every Housing Assignment at least once per semester with at least 24 hours prior notice to Student.

e. For the protection of Student and Pacific, Pacific may enter Student's Housing Assignment without notice for security purposes during breaks in the academic year.

f. Written notification will be left in the room/apartment whenever there has been entry without prior notice.

9. Maintenance of Premises:

Student agrees to give reasonable ~~care~~ to the Housing Assignment and Pacific Housing generally, its furnishings and common areas and to make payment for any damage or loss caused by Student or Student's Guest(s) promptly upon demand by Pacific according to Section 4(c) of this Agreement. The furniture and fixtures provided by Pacific for use in a particular room/apartment/common area may not be removed from the room/apartment/common area without express written permission from the Office of Residential Life and Housing.

Student acknowledges

Student agrees to report to the Office of Residential Life and Housing 1) any evidence of potential water damage in Housing Assignment, or any common area; 2) any evidence of mold or mildew that cannot be removed with simple cleaning; 3) any failure or malfunction in the heating, ventilation or air conditioning system; and 4) any inoperable doors or windows. Student agrees to take the above measures and any additional commonsense measures to prevent accumulation of water until the University is able to assess and correct the problem area.

Student may not repair any damages to Pacific facilities or furnishings. Repair requests may be submitted to the Office of Residential Life and Housing by FAMIS request via Housing Portal. **By submitting a repair request, Student grants Pacific personnel permission to enter, without prior written notice, their Housing Assignment in their absence to complete the requested repair.**

10. Stockton Guests:

A "Guest" is an individual who is not a resident of a particular Housing Assignment and who is present in a Housing Assignment at the invitation of a Student who resides in that Housing Assignment. Student is permitted to have guests in their Housing Assignment subject to the following conditions:

a. Overnight Guests must have the approval of all residents of the Housing Assignment. Overnight Guests may not stay in common areas of a Housing Assignment (e.g., lounges, hallways).

d. No more than two concurrent overnight Guests may stay in each room or apartment at any given time.

e. Student is responsible for the conduct of their Guest(s). Responsible Parties promise to make prompt payment for any damage or loss caused by their Guest upon demand by Pacific.

f. Guests will observe all University Policies and promptly comply with the directions of all Pacific employees, including Resident Assistants and Area Coordinators. Any Guest found in violation of any University Rule may be removed from Pacific Housing and may be denied further visiting privileges.

g. Any Student who hosts a Guest in violation of this Agreement or other University Rule is subject to judicial sanctions, may be evicted, and Responsible Parties will be liable for any charges under Sections 4, "Housing Fees and Costs" and 6, "Breach, Termination, or Abandonment; Fees".

h. **Pacific reserves the right at its sole discretion to withdraw (d)-0.8 (C)7.2 (o)-9.6 (s)- it6(e r3jn)-0.8S5 .9 (i)

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 oral 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 foregoing, 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 interpretation or application of this Agreement ("Dispute"), the Student and the Office of Residential Life and Housing will meet in good faith with the Student to try and resolve the Dispute. Any Dispute not resolved through such a meeting will be resolved in accordance with the procedures set forth in the Tiger Lore Policy ("Pacific Grievance Resolution Procedure"). The dispute settlement procedures established in this Section 17 are meant as a complement to other student disciplinary procedures set forth in University Policies and are not meant to replace or amend any such disciplinary procedures or other rights available to Student under any other University Rules. Only upon final conclusion of the Pacific Grievance Resolution Procedure, may a party dissatisfied with the resolution of the Pacific Grievance Resolution Procedure seek judicial resolution of the Dispute as set forth in the next sentence of Section 17.

****b. Agreement is nontransferable and cannot be assigned.**** Any attempt by a Responsible Party to assign this Agreement to a third party is null and void.

****c. Locks.**** Student may not change or add any lock to the Housing Assignment. Student may request Pacific to change or add a lock at additional cost to the Responsible Parties.

****d. Parking.**** Student agrees to park vehicles only in designated parking areas and not on walkways, lawns, fire lanes or roadways. Parking permits, where applicable, can be obtained through Pacific Public Safety.

****e. Parental/Guardian Notification.**** In the event Pacific reasonably believes that Student has gone missing, has become seriously ill, or has otherwise become incapable of effectively caring for himself, the Student authorizes Pacific to notify their designated contact(s), and/or their parents or guardians if no such contact is designated) of the concern. Student hereby expressly waives the relevant provisions of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99) and any other relevant Law to effectuate the purposes of this section.

****f. Notices.**** Except as otherwise expressly provided by 9 (a)13 (th)5.to9l2.3 (.6 (s)1.7 (u)r08<.3 (.6 (s

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 Pacific, including but not limited to (a) strikes, slowdowns, or labor disputes, (b) severe weather or climatic conditions, (c) riots or the other acts of civil commotion, (d) war, (e) acts of terrorism, (f) epidemics, pandemics, and other regional, national or international public health emergencies (g) governmental actions, restrictions or requirements, (h) power failures, and/or (i) other unforeseen events, catastrophes or disasters beyond the reasonable control of either Party. If this agreement is validly terminated due to a Force Majeure event, neither party is responsible to the other for any loss or damages including, without limitation, the payment of any costs incurred.

21. Counterparts.

This Agreement may be executed in several counterparts.

22. Electronic Signatures.

Each party agrees that the Electronic Signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual/wet signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as may be amended from time to time.

IN WITNESS WHEREOF, this Agreement is hereby signed by the Responsible Parties (and becomes effective once the Student is assigned to a Housing Assignment by the Office of Residential Life and Housing.

RESPONSIBLE PARTIES:

Electronically Signed by {EntryID.NameFirst} {EntryID.NameLast}

(University ID #: {EntryID.ID1}) on {Date}.

UNIVERSITY OF THE PACIFIC:

Office of Residential Life and Housing

APPENDIX "A"

3. You understand that by residing in-campus housing, it is possible you may be exposed to, and be infected with, the COVID-19 virus.

4. Ultimately you are solely responsible for obtaining any medical care you may require.

5. The public health situation may worsen, or the university may be required to take further actions to reduce the number of people living in university housing. In such an event, you may be required to vacate on-campus student housing immediately at the direction of the university.

6. If you are diagnosed with COVID-19 symptoms you will be required to self-isolate. You may be required to live elsewhere or travel home. The university cannot guarantee you will be able to self-isolate or quarantine safely in on-campus student housing.

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 h7(e)-3 (s)--9.4(e)-3 (s).3 (e)-i1.9 (a)1011.2 ()7.9 (e)-9(7(e)-3 fk (e