

HOUSING & RESIDENCE LIFE AGREEMENT

General Terms & Conditions

All the materials contained herein become and shall be an integral and binding part of all residence hall agreements at Edward Waters College. It is the student's responsibility to become familiar with all sections of this agreement. These terms and conditions are not intended to provide the general or specific residence hall information of a non-contractual nature, which is contained in the Residence Life and Housing Handbook; distributed when students check into the residence halls and can be found in the Residence Life and Housing Office. Institution regulations and policies affecting residence hall agreements are subject to change. Such changes shall be officially announced and/or posted on bulletin board(s) in each hall and this announcement shall constitute actual notice to residents to be effective 24 hours from date of posting. The changes shall become effective and binding the date of such posting or official announcement.

This Residence Life and Housing Agreement is made and entered into by and between "Edward Waters College" and the signing student/parent/guardian (may be referred as student/resident throughout this agreement). Specific Terms and Conditions shall apply to this Residence Life and Housing Agreement and are incorporated herein by reference dependent on the specific Unit and building you have selected.

An application, application fee and enrollment/reservation fee for campus housing can only be submitted **AFTER** the STUDENT receives an official acceptance to Edward Waters College from the Office of Admissions. **Submission of a Residence Hall Application does not guarantee housing.**

1. PREMISES AND TERMS: Edward Waters College licenses to the Student/resident, and Student/resident licenses from Edward Waters College Residence Life and Housing, space which consists of the exclusive use and occupancy of the bed and assigned space and related bath area. If applicable, student additionally licenses the shared use and occupancy of the kitchen and living/dining area with the other student/residents of the assigned apartment unit.

The term of this Residence Life and Housing Agreement shall commence when the Residence Life and Housing Office has received the signed (electronic or paper based) application and fee, Housing Agreement, and the Room Reservation / Damage Enrollment/reservation fee, no rights shall accrue until such time. A resident of campus housing must be enrolled at Edward Waters College and must maintain a minimum of twelve (12) credit hours per semester (Fall and Spring) and six (6) credit hours for Summer semester to maintain residency. If a student falls below the required credit hours at any time he/she must submit a typewritten letter of appeal to the Hall Manager if his/her assigned hall or to the Office of Residence Life and Housing. All appeals are subject to the Director of Residence Life and Housing approval.

The Student/resident's obligation to pay Residence Life and Housing Fees hereunder (and the Guarantor's (s')), as hereinafter defined, obligation to ensure payment of the same shall continue for the entire term and after the expiration or termination of this Residence Life and Housing Agreement until all sums due Edward Waters College have been paid in full.

A. Meal Plan

All students who reside on campus must also purchase a meal plan in accordance to the hall in which they choose to reside. Students who reside in campus housing must purchase a meal plan per semester. Because all expected meals are prepared, there is no refund for missed meals or roll over of meals to another semester during the meal agreement period. It is mandatory that the STUDENT ID CARD is carried at all times. The STUDENT ID CARD is not transferable and is required to enter the dining facilities or to purchase food from the campus restaurants. This applies to all STUDENTS.

For a medical or employment meal waiver or reduction, contact the Residence Life and Housing Office for required documentation. Before releasing a student from the meal plan requirement, special dietary needs will be met within our dining service offerings, according to official medical documentation from a physician. Medical documents for dietary restrictions DO NOT automatically grant a student a meal plan waiver.

2. DATES OF OCCUPANCY: A STUDENT may occupy his/her assigned space from the date designated as the official opening of

campus housing to the date designated as the end of the residential academic year (Fall and Spring semesters) in the Institution Academic Calendar and billing cycle. If a student applies for Summer semester, the terms of this agreement are extended until the end of the summer residential semester, as per the academic calendar. Students contracted for housing prior to the last day of registration will be held responsible for the payment for the entire term, regardless of when they check in. Students contracted for housing after the last day of registration will be charged a pro-rated amount equal to the number of days remaining in the semester(s). Residence Halls and the Dining Hall will close for the Christmas Break and between Spring & Summer semesters. The residence halls will close and re-open according to a published schedule (Academic Calendar). All students must make alternative arrangements, at their expense, for housing during periods of Residence Hall closure.

In some (few) cases, early check-in or late check-out may be granted at an additional \$25 per day, which must be paid in advance to begin of stay. EWC Residence Life and Housing has the right to place students where most suitable for operations during these times.

3. RESIDENCE LIFE AND HOUSING FEES: The amount of Residence Life and Housing and Dining Services costs due hereunder for the space/meal plan contracted shall be as set forth on official fee listings and statements distributed by Edward Waters College. Additional Residence Life and Housing fees and charges are also due hereunder for services provided or charges assessed including, but not limited to telecommunication charges, other utility charges and fines for violating the Rules and Regulations. All payments are due and payable on dates established by the Edward Waters College academic and registration offices. Payments are to be paid to the Office of Business and Finance. Any subsequent fees or fines are due and payable through the end of the Term, in advance, without prior demand, offset or deduction. Edward Waters College may offer to receive payments by credit card, check card, TeleCheck, or by direct bank transfer, and Edward Waters College reserves the right to charge reasonable processing fees as appropriate if Student/resident takes advantage of such payment methods.

All payments and all other charges due hereunder shall be paid by cashier's check, certified funds, or money order to Edward Waters College, or by electronic payment if made available by Edward Waters College. Edward Waters College shall have the right to refuse any tender of payment in cash. No third party checks will be accepted or considered a proper tender of payment. In the event any payment is made by a check which is returned, Edward Waters College may require Student/resident to make future payments by certified funds. If Student/resident elects is approved to mail any payment, then it is Student/resident's responsibility to ensure that payment is received by the due date. In most cases, students are required to pay an enrollment fee through an electronic portal. Students are required to thoroughly read housing materials and notifications for detail and updates.

4. ENROLLMENT DEPOSIT & RESERVATION FEE: New Students/residents must pay a \$150 enrollment deposit with Edward Waters College and a non-refundable \$100 Room Reservation to secure the Student/resident's full and faithful performance of this Residence Life and Housing Agreement. If the student decides to terminate/default this Residence Life and Housing Agreement hereunder or prior to the expiration of the term, Edward Waters College will maintain this fee for payment of administrative services. If a current residential student renews their housing agreement for the subsequent Fall semester, and all terms within the current agreement are satisfied, the housing enrollment/reservation fee will automatically roll to the next academic year (Fall and Spring), creating a new agreement and end date.

- A. Students suspended or expelled for disciplinary reasons are not entitled to a refund of any housing fees or room charges paid.
- B. Students who breach this agreement are not entitled to a refund of any housing fees or room charges paid.

Application of the enrollment fee in order to satisfy all or part of Student/resident's obligations shall not prevent Edward Waters College from claiming damages in excess of the reservation fee.

5. NON-REFUNDABLE APPLICATION FEE: In addition to Total Residence Life and Housing Fees and the Enrollment Fee, Student/resident shall pay an annual, non-refundable reservation fee in the amount of \$100 which is due prior to a room being assigned and is non-refundable.

6. AGREEMENT RELEASES/CANCELLATION: Under certain circumstances, the student may terminate this contract by giving written notification to the Residence Life and Housing Office within ten business days of intended vacate date. If the student has occupied the assigned space and the request for termination has been approved, he/she must follow proper check-out procedures published in the Residence Life and Housing Handbook. Occupancy is defined by the signing of the application and housing agreement along with the reservation of a housing assignment through the Office of Residence Life and Housing. Occupancy does not require actual physical presence by the student and/or his/her possessions. Failure to check-out properly will result in a \$100.00 improper check out fee and a minimum \$45.00 (depending upon assigned residence hall) charge for not turning in the assigned space key. Turning in the assigned space key and moving personal belongings does not constitute proper release of an assigned space. The student must contact the Residence Life and Housing Office to initiate the process to

terminate his/her contract.

Within 10 business days of release request submission the student will receive a letter of approval or denial at the address provided on the release request form. Students will have five (5) business days to respond to the decision or to retract their release request. Reversal of the room release is dependent upon the availability of that room or any other available space. Residence Life and Housing reserves the right to reissue, immediately, any available spaces as needed. In the case where a release request is retracted within five (5) business days and the student remains on campus, the student will not face any penalties. In the case where a student cannot be reassigned, or refuses an offered space, cancellation penalties will apply.

All contract releases will be subject to the terms of this agreement. While it is not the intention of this agreement to manage or act as a financial advisor, it is highly recommended that students avoid entering off campus residential leases or housing agreements prior to the finalization of an intended agreement release with the institution.

A. Partial Enrollment Fee Refund

A student may request, in writing, within ten (10) business days of intended vacate date, a release from this contract under the following conditions with no penalty if granted.

1. Graduation
2. Military Duty
3. Serious Medical Condition (Student Only)*
4. Marriage
5. Untimely Death (or Terminal Prognosis) of Student or Immediate Family Members (mother, father, sibling, child)

* **Serious medical condition** is broad and intended to cover various types of physical and mental conditions **and** is intended to cover conditions or illnesses that affect a student's health to the extent that he/she must withdraw from classes or must be absent from class on a recurring basis or for more than a few days for treatment or recovery. Serious medical condition releases are not intended for short-term conditions for which treatment and recovery are brief and/or minor illnesses, which last only a few days, and surgical procedures that typically do not involve hospitalization and require brief recovery periods. Examples include, cancer, debilitating accidents, child-birth, loss of sight or hearing, extensive surgeries. **Valid proof of condition is required.** Failure to provide official and appropriate documentation supporting the above claims will result in denial of the contract release without penalty.

A student may request, in writing, a release from this contract under the following conditions, but will entirely forfeit his/her entire enrollment fee, if granted.

1. Withdrawal from the Institution
2. Transferring to another school
3. Proven Financial / Personal Hardship
4. Academic Suspension
5. Judicial Suspension (Housing or Institution related)
6. Other unforeseeable situations that do not fit within the "no penalty" guidelines listed above

The above conditions will subject student (resident) to forfeiture of enrollment/reservation fee policy, but will not automatically subject the student up to 100% charge of room fees, as outlined in clause #6B (below). In some cases the breach of agreement penalty may apply.

B. Student Cancellation/Room Charge Refund Policy

Residents who complete a Residence Life and Housing Agreement, thereby reserving a space for the complete academic year (Fall and Spring), may request, in writing, to cancel this contract by July 10, without forfeiting their damage enrollment/reservation fee or being subjected to breach of agreement penalties. All cancellations of agreements signed for fall semester, following July 10, will be subject to the forfeiture of their damage enrollment/reservation fee and the breach of agreement penalty (below).

Non-current residents, meaning new residents who registered for housing in the spring semester, who complete a Residence Life and Housing Agreement, thereby reserving a space for the **spring semester**, may request, in writing, to cancel this agreement by the last official day of registration, per the Institution academic calendar. If cancellations are submitted by the

last official day of registration, per the Institution academic calendar students will not forfeit Spring Housing reservation fee or be subject to breach of agreement penalties.

Due to expenses incurred to prepare for **summer semester** occupants, students will be held liable for all financial obligations, per the housing agreement. Non-penalty cancellation periods do not apply during summer semester. All residents who complete a Residence Life and Housing Agreement, thereby reserving a space for the summer semester will be subject to loss of enrollment/reservation fee and breach of agreement penalties.

All cancellation dates will be established by postmark, fax date, or office personnel recorded date on the written request.

In cases where a student forfeits his/her enrollment/reservation fee, the student will be required to repaying an enrollment/reservation fee, if continued housing is preferred. In the case that student/resident has entered a housing agreement for an upcoming term, refusal or failure to repay the damage enrollment/reservation fee does not release student of financial obligations, per the housing agreement.

Breach of Agreement Penalty (Room Charges)

Students who complete the Residence Life and Housing Agreement and enroll for classes at EWC, and fail to honor this agreement will forfeit their enrollment/reservation fee and be held financially responsible for the financial terms outlined in this agreement. Students who breach their agreement prior to the end of registration will not be pro-rated for their time of stay, but will be held liable for their room charges for the semester based upon the following conditions:

1. A student may request, in writing, within 7 business days of intended vacate date, a release from this agreement under the following conditions with no penalty.
 - a) Graduation
 - b) Military Duty
 - c) Serious Medical Condition (Student Only)*
 - d) Marriage
 - e) Untimely Death of Student or Immediate Family Members (mother, father, sibling, child)

* **Serious medical condition** is broad and intended to cover various types of physical and mental conditions **and** is intended to cover conditions or illnesses that affect a student's health to the extent that he/she must withdraw from classes or must be absent from class on a recurring basis or for more than a few days for treatment or recovery. Serious medical condition releases are not intended for short-term conditions for which treatment and recovery are brief and/or minor illnesses, which last only a few days, and surgical procedures that typically do not involve hospitalization and require brief recovery periods. Examples include, cancer, debilitating accidents, child-birth, loss of sight or hearing, extensive surgeries. **Valid proof of condition is required.** Failure to provide official and appropriate documentation supporting the above claims will result in denial of the contract release without penalty.

2. Students who complete the Residence Life and Housing Agreement and enroll for classes at EWC and fail to honor this agreement will forfeit their room security enrollment/reservation fee and be held financially responsible for 100% of the room charge balance. Days the assigned space are held for the student, in the residence hall, will count toward days charged for room. Penalties for breach of agreement will be determined by the following:
 1. Room and Board charges begin the first day the residential halls open. If a student withdraws from school or moves out of the residence halls, the room and board charges will be prorated from the day the residential halls opened until the day the student officially moved out of the residential hall. After the third week of classes no refund will be given for any reason.
 2. If student enrolls in classes, completes a housing application, signs or extends a housing agreement and fails to pay without submitted and proven financial hardship he/she will be subject to a breach of agreement penalty of 100% of room charges.

Within 10 business days of release request submission the student will receive a letter of approval or denial at the address provided on the release request form. Students will have five (5) business days to respond to the decision or to retract their release request. Reversal of the room release is dependent upon the availability of that room. Residence Life and Housing reserves the right to immediately reissue any available spaces as needed. In the case where a release request is retracted within five (5) business days and the student remains on campus, the student will not face any penalties. In the case where a student cannot be reassigned, or refuses an offered space, cancellation penalties will apply.

C. Administrative Withdrawals/Cancellations

- A. Students suspended or expelled for disciplinary reasons are not entitled to a refund of any room or board enrollment/reservation fees or fees paid. Students who are asked to vacate their residence hall room as a result of disciplinary actions (but who are allowed to continue classes) are not eligible for a refund on any portion of any fee charged by the Residence Life and Housing Office.
- B. In cases of emergency, such as but not limited to, natural disaster, Act of God, governmental directive (federal or state), etc., Edward Waters College may administratively cancel the housing contract/room reservation of the student. EWC has sole discretion regarding all refunds of fees, if any.

D. Cancellation Waitlist

In cases where applications exceed the number of bed spaces available and the Housing Coordinator calculates that a limited number of students can be released from their Agreements, without resulting in empty beds during the applicable term, students may apply to be released without breach of agreement penalties, after the Binding Date on a first-come, first-served basis. These students will be placed on a cancellation waiting list until such time that Residence Life and Housing determines whether projected occupancy warrants their release. Students who are placed on the cancellation wait list should not assume that they will automatically be released or released without breach of agreement penalties. Students who request release and subsequently change their mind must notify Residence Life and Housing, in writing. Failure to do so prior to the time a release is granted will result in a forfeiture of their housing assignment.

E. Forfeiture of Room – “No-Shows”

Each student who has not checked into the assigned residence hall by 10:00 PM of the last official check in date, or has not emailed the Residence Life and Housing Office (reslife@ewc.edu) to guarantee a late arrival will be declared a no-show and the space will be released for assignment to another student. Breach of agreement penalties will apply to No Show residents. However, if student reapplies for Housing **and** receives a housing assignment within the same semester, the said student will not be penalized for being a no-show student. Penalty releases will not apply to future semesters and the student will be required to repay the enrollment/reservation fee upon reapplication for future semesters.

- A. If student is deemed as a “no-show” and there is a paying applicant waitlisted to assume the “no-show” student’s assigned space, the “no-show” student will automatically forfeit their enrollment/reservation fee and be released from their housing agreement. As stated above, penalty charges will apply.
- B. If student is deemed as a “no-show” and there is NOT a paying applicant waitlisted to assume the “no-show” student’s assigned space the “no-show” student will NOT automatically be released from their housing agreement and MUST complete the Release Request Appeal Process, as outlined in clause 6B of this agreement. Refunds of any type will be subject to the outcome of the appeal process.

7. USE: The Assigned space shall be used solely as a private residential dwelling only and for no other purposes. No more than one person shall be entitled to occupy the assigned space. If Student/resident desires to have a guest, which for the purposes of this Residence Life and Housing Agreement shall be defined as any person visiting within the regulatory guidelines stated in the Student Residence Life and Housing Handbook, then Student/resident shall check in the guest(s) with Edward Waters College, according to Edward Waters College’s visitation policy. However, Student/resident shall not have overnight guest(s) as defined in the Residence Life and Housing Handbook. In the event of the occupancy by any unregistered or unauthorized guest(s) of the space or Unit, Edward Waters College shall be entitled to reprimand the student according to the Edward Waters College judicial decisions, in addition to the right of Edward Waters College to declare the Housing Agreement in default and pursue any of Edward Waters College’s other remedies hereunder or at law or equity.

Student/resident agrees: (i) to abide by all applicable governmental laws, orders, rules and regulations, (ii) to avoid disruptive behavior or conduct, (iii) to obey the rules and regulations outlined for the Institution, (iv) not to injure the reputation of the Institution or its residents, (v) not to take any action or inaction which would cause an increase in the rate of insurance at the Institution, (vi) not to loudly use profane language, (vii) not to exhibit loud or boisterous conduct, (viii) not to engage in the use or sale of alcohol, any illegal or controlled substance, participate in the manufacture of illegal drugs or have in your possession of drug paraphernalia (ix) not to have firearms or explosives of any kind in the Institution, and (x) not to engage in any activity which interferes with or decreases the use and enjoyment of the Institution by other residents. Violation of any the above or those rules and regulations listed in the Residence Life and Housing Handbook, Student Handbook or other Institution postings may result in fines up to dismissal from campus housing.

Zero Tolerance Policies

Students that fail to abide by the Institution's Zero Tolerance policies, as listed below, may be immediately removed from Institution Housing facilities until conclusive judicial hearings are held. If student/resident is cleared of all charges, the student/resident will be allowed to return to his/her assigned space. If student/resident is found to be in violation of all or any portion of a zero tolerance charge, the student/resident may be permanently removed from housing and banned from entering any residence hall, except by special permission of the Director of Housing. Zero tolerance violations include:

1. Hazing
2. Sexual Assault
3. Weapons
4. Gang Affiliation
5. Drugs
6. Alcohol
7. Property Damages in Excess of \$500
8. Tampering or Destruction of Safety and Security Equipment or Devices
9. Bullying/Cyberbullying

Students suspended, expelled or residentially moved for disciplinary reasons are not entitled to a refund of any room or board enrollment/reservation fees or fees paid. Students who are asked to vacate their residence hall room as a result of disciplinary actions (but who are allowed to continue classes) are not eligible for a refund on any portion of any fee charged by the Residence Life and Housing Office.

8. CONDITION OF UNIT: Student/resident hereby acknowledges that the Unit and/or space are being delivered in "as-is" condition, and Student/resident's acceptance of the Assigned space and Unit at the beginning of the Term constitutes Student/resident's acknowledgment that the Unit and Assigned space and its furnishings are in good repair and livable condition, except as otherwise specifically noted on the Check-In/Check-Out Inventory Report, which is to be completed at move-in. Any personal property remaining in the Unit at the end of the Term shall be deemed abandoned by Student/resident and may be disposed of by Edward Waters College as allowed by law.

9. Collective Liability/Damage and Vandalism: Absent normal wear and tear, each resident accepts responsibility for the upkeep and maintenance of his/her room and furnishings, and any shared spaces. Every resident has a responsibility to be respectful of the community living environment, which requires residents to work, learn, relax and retire in an environment that is shared by multiple individuals. Failure to maintain safe and clean facilities impacts the rights of others and will not be tolerated. By signing this housing contract, each student accepts responsibility for being a good neighbor and will report negligent and/or willful behavior by those engaged in vandalism, damage or destruction of the facilities now serving as my primary residence while away from home. This will allow appropriate disciplinary action and financial remuneration to be made against those who do not respect this community environment. While the Institution and EWC Housing officials will strive to attribute damage and vandalism charges to the individuals responsible, when it cannot do so, each student accepts that as members of a floor, hall, apartment, or building he/she may be charged equally for any damages to shared property. Damage, vandalism, theft, inappropriate use of facilities, and/or use of facilities/furnishings in a manner other than that for which they were intended are prohibited. If collective liability for damage or creating unhealthy living conditions is assessed against a resident, he/she will be entitled to review the repair/maintenance charges and the apportioning of the costs, but he/she accepts that he/she shall have no right to appeal any Collective Liability charge.

10. STUDENT/RESIDENT'S OBLIGATIONS AND RESPONSIBILITIES: Student/resident agrees to keep and maintain the assigned space / unit in a good, clean, and sanitary condition, excepting reasonable wear and tear, and to make no alteration or addition thereto (including, but not limited to affixing fixtures to the space, assigned space or Unit) without the prior written consent of Edward Waters College.

Student/resident shall promptly report to Edward Waters College all damage and repairs which need to be made to the assigned space and Unit. Student/resident shall be liable for and shall pay all costs and expenses for damages and repairs to the assigned space and unit (including, but not limited to, the cost of replacing or repairing all broken or damaged furnishings or fixtures; any costs related to defacement or damage to walls, ceilings, floors, carpets and doors; and reasonable charges for Edward Waters College's overhead, administrative cost, and expense) caused by Student/resident's (or guest(s) of Student/resident) abuse, carelessness or misuse of the assigned space and unit. Such costs for repair and damages shall constitute Additional Residence Life and Housing Fees. It is understood that Student/resident will be occupying the Unit jointly

with Co-Student/resident. Student/resident shall be responsible for any damage caused to the Unit, assigned space and/or Institution by Student/resident or Student/resident's guests, and Student/resident and Co-Student/resident shall be jointly and severally liable, at the sole discretion of Edward Waters College, for any damages to the kitchen and living/dining area of the Unit, including, but not limited to, its furnishings, fixtures, walls, ceilings, floors, carpets, and doors, and such costs for repair and damages or disappearance shall constitute Additional Residence Life and Housing Fees. No furnishing assigned to the unit shall be removed or dismantled without written permission from Edward Waters College. Student/residents who are found to have caused excessive damage to his/her assigned space will be subject to immediate removal from the residence hall. Examples of excessive damage include, but are not limited to, dislocated door frames, holes in walls or doors, broken furniture, dislocated smoke detectors, disjoined doors and dislocation of permanently affixed objects.

Edward Waters College strives to provide a safe and comfortable environment. If Student/resident needs to report a maintenance request for an apartment or assigned space, Student/resident should contact Edward Waters College and describe the problem. If applicable, maintenance request maybe required to be received in writing.

Student/resident acknowledges the Importance of good housekeeping, adequate ventilation, and moisture control in its use of the Premises, and the importance of compliance with the provisions of the housing agreement relating to water intrusion, water damage, and mold. Student/resident acknowledges that it has a duty to notify Edward Waters College immediately upon discovery of occurrence of moisture control problems, water damage, water intrusion, or mold in the Premises. Student/resident further agrees that if mold conditions are discovered In the Premises, Student/resident will not take or allow to be taken any steps to clean up or remove the mold conditions without the expressed permission of Edward Waters College.

Student/resident shall also be responsible for any damage, including but not limited to damage from water and mold, which occurs as a result of Student/resident's failure to give notice to Edward Waters College within 24 hours of the discovery of water intrusion, water damage or mold in the Premises. Student/resident hereby releases Edward Waters College from any claim, loss or liability relating to such water intrusion, water damage, or mold, including any claim, loss or liability arising from Student/resident's failure to notify Edward Waters College as required herein.

Student/resident shall be responsible for and liable for the conduct of Student/resident's guests, licensees, and invitees. Any use of the assigned space, Unit, or Institution by a guest, licensee, or invitee of Student/resident which would violate any provision of this Housing Agreement shall be considered a breach of this Housing Agreement by Student/resident. Student/resident shall immediately report to Edward Waters College and the local law enforcement authority all acts of vandalism to the assigned space, Unit, or Institution.

11. LIABILITY: Student/resident acknowledges that Student/resident shares the Unit with other Co-Student/resident(s) and that Student/resident is solely responsible for getting along with the Co-Student/resident(s) of the Unit, even if Edward Waters College placed Student/resident with Co-Student/resident(s). Edward Waters College shall not be liable for any personal conflict of Student/resident with Co-Student/resident(s), Co- Student/resident's(s') guests, licensees, or invitees, or with any other student/resident that reside at the Institution. A conflict of any kind, including, but not limited to, actual or threatened physical injury, between Student/resident and Co-Student/resident(s) In the Unit or student/resident that reside at the Institution does not constitute grounds for termination of Residence Life and Housing Agreement by Student/resident. Edward Waters College shall not be liable for any personal injury to Student/resident or damage or loss to Student/resident's property, including, but not limited to, any injury, loss, or damage caused by burglary, assault, vandalism, theft, flooding or any other crimes.

12. EDWARD WATERS COLLEGE'S RIGHT OF INSPECTION AND ENTRY: Student/resident agrees that Edward Waters College, or its agents or representatives, may enter the assigned space, Unit, or other Units at the Institution at reasonable hours for the purpose of making inspections or repairs or for the purpose of displaying the assigned space or Unit to prospective student/resident or purchasers. In an emergency situation, Edward Waters College may enter at any time to protect life or prevent damage to the Assigned space or Unit. Student/resident by placing a work order for work to be performed authorizes Edward Waters College or agent to enter dwelling unit for the purposes of completing that work order in a timely manner.

13. STUDENT/RESIDENT'S OBLIGATIONS, RESPONSIBILITIES AND CONDITIONS:

- A. Although Student/resident may have visitors from time to time, Edward Waters College requires that all residents must follow the established visitor policy outlined in the Residential Guide and no more than six (6) persons be allowed in two occupant suites at any one time, and that order and tranquility prevail at all times. If Student/resident is in violation of this condition of the Residence Life and Housing Agreement, the total cost of repairs for any and all damages caused by an excess number of people in the Unit or areas outside the Unit will be the responsibility of Student/resident.
- B. Student/resident agrees to abide by all federal, state and municipal laws, ordinances, regulations or orders (including but not limited to those pertaining to use of hazardous substances) as well as Edward Waters College's rules and regulation now in force and effect or which may be hereafter enacted. These rules as the same may be

amended from time to time with notice to Student/resident; as referenced by Section 18, which rules and regulations are specifically incorporated herein by reference and made a part hereof.

- C. Student/resident shall not allow the Premises, Unit or Facility to be used for any unlawful purpose whatsoever. Without in any way limiting any of the foregoing, Student/resident further agrees to not allow in the Premises, in the Unit or in the Facility any illegal manufacture, sale, possession or use of any drugs, alcohol or substances controlled by the state in which the Premises, or Facility are located or by the United States federal government by Student/resident or by any of Student/resident's guests or Invitees. Student/resident also agrees not to possess or keep any explosives, flammable or any hazardous substances, or any Item or thing of a dangerous nature in or on the Premises or the Facility, or to allow any guest or invitee to possess or keep the same in or on the Premises, Unit or Facility. Student/resident understands and agrees that violation of this paragraph shall constitute an immediate material default of the Housing Agreement, which may not be cured. Possession of any firearm or weapon also will constitute an immediate material default of the Residence Life and Housing Agreement, which may not be cured.

14. STUDENT/RESIDENT ACKNOWLEDGEMENT OF SECURITY POLICY:

- A. No representation: Student/resident acknowledges that neither Edward Waters College nor Agent has made any representations, either written or oral, concerning the safety of the Institution in which the Premises is located or the effectiveness or operability of any security devices or security on the Premises of Facility.
- B. No Warranty or guarantee: Student/resident acknowledges that Edward Waters College and Agent neither warrant nor guarantee the safety or security of Student/resident or their guests or invitees against any criminal or wrongful acts of third parties. Each Student/resident, and their Guests or Invitee are responsible for protecting his or her own person and property and hereby releases Edward Waters College and Agent for any and all damage to person and property.
- C. No reliance on security devices: Student/resident acknowledge that security devices may fail or be thwarted by criminals or by electrical mechanical malfunctions. Therefore, Student/resident acknowledges that he or she should not rely on such devices and should take steps to protect himself or herself and his or her existing property as if these devices did not exist. Student/resident agrees to immediately notify Edward Waters College or Agent of any malfunctions involving locks or door closures.

15. PARKING, RECREATION, AND COMMON AREAS: Various areas of the Institution are designated and intended for the use in common by all student/resident and are (the "Amenities") made available by the Edward Waters College. Student/resident acknowledges Edward Waters College retains the absolute right to alter, modify, or eliminate said Amenities should Edward Waters College so elect.

Student/resident shall have no rights by reason of this Residence Life and Housing Agreement to the use of any Amenities covered in this section. The use of the Amenities by the Student/resident shall be at the Student/resident's own risk and use may be regulated, denied, or restricted at any time by Edward Waters College. Student/resident is required by this Housing Agreement and warrants that Student/resident shall personally supervise Student/resident's guests, invitees, and licensees and their every use of the Assigned space, Unit, and Amenities, and Student/resident is completely responsible for their safety, negligence, and all of their actions. Student/resident understands that Edward Waters College will not provide supervision of the same.

Where applicable, there may be a fee required for parking at the premises. All parking arrangements must be handled with the EWC Police Department.

16. PET POLICY: Student/resident shall not have or allow any pet to be in the Assigned space or Unit, except for guide dogs accompanied by sight-impaired persons and with prior written consent by Edward Waters College.

17. RELOCATION: For purposes of operating efficiency, Edward Waters College reserves the right, upon five (5) days' advance written notice to relocate Student/resident to another apartment unit at the Institution. Furthermore, Edward Waters College retains the right to assign student/resident to other assigned spaces in the Unit. Edward Waters College, to the extent practical and in Edward Waters College's sole discretion, will honor Student/resident's requests for the sharing of a particular Unit. Student/resident may request relocation to another apartment unit in the Institution by providing thirty (7) days written notice to Edward Waters College of the desire to relocate. Edward Waters College, in its sole discretion, may allow or refuse such relocation.

Residence Life and Housing officials may deem it necessary to consolidate all residents who are assigned to, but not paying for,

spaces that have been designated for two (2) or more persons, but only being occupied by a single person. This process will require such students to move or receive a roommate in the effort of preserving Institution costs and the student experience. In such case that the student is the "odd numbered" resident, the student will not be charged any additional charges for a single occupancy room. In such cases, that student(s) refuse to move or reasonably receive a roommate, charges will apply and/or student may face disciplinary action.

18. RULES AND REGULATIONS: The Rules and Regulations are included and incorporated herein by reference to the Residence Life and Housing Handbook, Student Code of Conduct Handbook, and EWC Parking Manual and are an important part of this Housing Agreement. By executing this Housing Agreement, Student/resident acknowledges that he or she has read and agrees to abide by the Rules and Regulations. Edward Waters College reserves the right to make changes to the Rules and Regulations and such amended Rules and Regulations shall be deemed as equally binding upon Student/resident as if originally set forth herein upon notice to Student/resident.

19. CASUALTY: In the event of fire or other casualty, Student/resident must immediately notify Edward Waters College by calling Edward Waters College Campus Safety Department at 904-470-8888 and the Hall Management staff. If the assigned space and/or Unit is partially destroyed by fire or other casualty not attributable to the negligence or carelessness of Student/resident or Student/resident's guest, licensee, or invitee, the Assigned space or Unit, as applicable, may be promptly restored and repaired by Edward Waters College and any Payment(s) for the period that the assigned space and/or Unit is unlivable shall abate, unless Edward Waters College provides Student/resident with alternative living space, in which event Payment(s) will not be abated. However, if the assigned space and/or Unit is substantially destroyed, then this Residence Life and Housing Agreement may be terminated by either Edward Waters College or Student/resident, in which event the remaining unpaid Payments due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, It is expressly understood and agreed Student/resident shall not be excused from paying any payment if the damage or destruction to the assigned space and/or Unit is the result of or is attributable to the negligence or carelessness of Student/resident or the guests, licensees, or invitees of Student/resident, and Student/resident shall be charged for the cost of any repairs or dean-up attributable to carelessness or negligence by Student/resident or Student/resident's guests, licensees, or invitees which charges shall be considered as additional Residence Life and Housing Fees.

20. STUDENT/RESIDENT'S PROPERTY AND RESIDENCE LIFE AND HOUSING RENTAL INSURANCE: Student/resident is responsible for acquiring and maintaining Student/resident's own insurance on personal property, furniture, clothing, and valuables kept by Student/resident in or about the assigned space, Unit, and Institution. Edward Waters College shall have no liability with respect to same, whether such Items are lost, injured, or damaged by theft, flooding, wind, rain, fire, Act of God, or other casualty, and Student/resident expressly waives all claims for such injury, loss, or damage. Edward Waters College is not responsible for and will not provide fire or casualty Insurance for Student/residents personal property. **Students or their parents are strongly encouraged to carry appropriate renter's insurance to cover such losses.**

21. EDWARD WATERS COLLEGE'S PERMISSION OR CONSENT: If any provision of this Residence Life and Housing Agreement requires the written permission or consent of Edward Waters College, such written permission or consent may be granted or withheld in the sole discretion of Edward Waters College, may contain such conditions as Edward Waters College deems appropriate, and shall be effective only so long as Student/resident complies with such conditions. Moreover, any written permission or consent given by Edward Waters College to Student/resident may be modified, revoked, or withdrawn by Edward Waters College at any time, at Edward Waters College's sole discretion, upon written notice to Student/resident.

22. NOTICES: Student/resident shall, within five (5) days after occurrence, notify Edward Waters College, in writing, of any alleged violation by Edward Waters College of any of its obligations arising under this Residence Life and Housing Agreement or otherwise. Failure of Student/resident to give such notification in writing, within the time prescribed shall constitute a total and complete waiver of said alleged violation and shall not be asserted by Student/resident as any grounds for nonperformance of Student/residents obligations under this Residence Life and Housing Agreement.

23. ABANDONMENT: In the event the Assigned space is abandoned, Edward Waters College shall have the right, without notice, to secure the assigned space with new locks, to store or dispose of any property or personal possessions left in the assigned space by Student/resident or Student/residents guests, licensees, or invitees, and to reassign the space for new occupancy. Any such abandoned property or personal possessions shall be considered Edward Waters College's property and title shall vest in Edward Waters College. Edward Waters College, in its sole discretion, shall have the right to determine when the assigned space is abandoned. Student/resident agrees abandonment of the assigned space shall include, but is not limited to, anyone of the following: the removal of personal property from the assigned space other than in the usual course of continuing occupancy, the failure to pay Residence Life and Housing Fees or other charges, discontinuance of any utility service, and failure to respond to any notices, phone calls, or correspondence from Edward Waters College.

24. DEFAULT BY STUDENT/RESIDENT: If Student/resident fails to pay any Payment or Additional Residence Life and Housing

Fees, as and when due hereunder, or if Student/resident abandons Assigned space or fails to perform any of its obligations hereunder, or if any Information contained in Student/resident's Residence Life and Housing Fees application is untrue or misleading, Student/resident shall be in default hereunder and Edward Waters College may at its option terminate this Residence Life and Housing Agreement by written notice to Student/resident. Student/resident shall surrender possession of the assigned space to Edward Waters College upon the date specified in such termination notice, and Student/resident shall be liable to Edward Waters College for, and shall indemnify Edward Waters College against, all loss and other expenses (for re-letting, refurbishing, cleaning or otherwise making the Assigned space suitable for re-letting) suffered or Incurred by Edward Waters College as a result of Student/residents default and termination of this Residence Life and Housing Agreement. Notwithstanding the commencement of a dispossessory proceeding and the issuance and execution of a writ of possession on account of any default by Student/resident, Student/resident shall remain liable to Edward Waters College for all payments and additional Residence Life and Housing Fees, accrued through the date on which possession is obtained by Edward Waters College, and Student/resident shall continue to be liable for any Payment(s) and Additional Residence Life and Housing Fees accruing thereafter until the earlier of the expiration of the Term or the reissue of assigned space.

It is intended that Edward Waters College's remedies for a default hereunder shall be as broad as permitted under the laws of the State and shall include without limitation, (a) the right to cancel this Housing and Residence Life Agreement, reserving the right to collect any unpaid Total Residence Life and Housing Fees; or (b) the right to collect Residence Life and Housing Fees for the Assigned space for the account of Student/resident; second, to the cost of repairing any damage to the Assigned space, and third, to Student/resident's Residence Life and Housing Fees obligations hereunder, with Student/resident and Guarantor(s) remaining fully responsible for any deficiency in the Residence Life and Housing Fees obligations for the remainder of the Term. The exercise of anyone remedy shall not be deemed exclusive of the right to collect Total Residence Life and Housing Fees, or of Edward Waters College's right to avail itself of any remedy allowed by law or equity. In the event the Rules and Regulations now or hereafter enacted prescribe warning and/or charges for certain actions of Student/resident which may constitute violations of this Housing Agreement, Edward Waters College may elect, in its sole discretion, to enforce the default and/or terminate provisions contained herein or to enforce the provisions of the Rules and Regulations.

In the event of a default by Student/resident hereunder, in addition to any other remedies, Edward Waters College is entitled to employ an attorney at law to enforce Edward Waters College's rights hereunder and all reasonable fees and cost connected therewith shall be paid by Student/resident. Any Residence Life and Housing Fees obligations or damages that remain unpaid after default shall bear interest at the lesser of fifteen (15%) percent per annum, or the highest rate allowable by law. In the event of re-entry and repossession by the Edward Waters College, Edward Waters College shall have the right to store or dispose of Student/residents property remaining on the Assigned space, and Student/resident shall be liable for all costs, fees and damages incurred by Edward Waters College and such re-entry shall not be deemed an acceptance by the Edward Waters College or a surrender of any rights of Edward Waters College or otherwise constitute a release of Student/resident from the terms of this Housing Agreement.

Student/resident agrees Edward Waters College shall have no liability for any actions taken to secure the assigned space, obtain possession of the Assigned space, or store or dispose of any personal property or possessions found in the Assigned space when Edward Waters College deems the Assigned space to have been abandoned, and such actions are a Contractual matter to which Student/resident has given his consent, and any alleged action shall not give rise to a claim in tort or to a claim for punitive damages.

25. CHECK-IN AND CHECK-OUT PROCEDURES: Immediately preceding Student/resident's taking possession of the Assigned space, Student/resident may and Edward Waters College shall conduct an inspection of the Unit and Assigned space and shall note on the Check-In/Check-Out Inventory Report ("The -Inventory Report"), which shall be incorporated by reference and made a part hereof upon completion, any defects or damages, and any other conditions observed. Edward Waters College and Student/resident shall sign the Inventory Report prior to move-in as conclusive evidence of existing defects, damages, or conditions and of a full inventory of furniture and fixtures. If Student/resident fails to conduct the inventory inspection and/or sign, return the Inventory Report or specifically dissent in writing to any damage of defect, then Student/resident waives the right to dispute any assessment of damages to the Assigned space and/or Unit Upon Student/resident's surrendering possession of the Assigned space and Unit at the termination of the Residence Life and Housing Agreement, Edward Waters College shall note in the space provided on Edward Waters College's copy of the Inspection Report the present condition of the Unit and Assigned space, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Edward Waters College to have occurred during Student/resident's occupancy and use of the Unit and Assigned space, and Student/resident may inspect the Assigned space and Unit.

Upon termination of this Housing Agreement for any reason, Student/resident shall surrender possession of the Unit and Assigned space in a clean and sanitary condition, including removing all trash from the Assigned space and Unit. Student/resident shall return to the Edward Waters College all keys issued to the Student/resident by the Edward Waters College. If all keys issued to Student/resident are not returned to Edward Waters College upon the student vacating the

Assigned space, Student/resident shall pay all costs associated with re-keying locks for the Unit and/or Assigned space, along with the cost of replacement of all keys for the locks re-keyed. Student/resident's failure to follow the prescribed check-out procedures may result in the partial or full forfeiture of the Enrollment/reservation fee posted hereunder, but in no event shall such forfeiture be construed as liquidated damages.

26. RENEWAL: If, prior to the expiration of the Term, Student/resident executes a binding Residence Life and Housing Agreement with Edward Waters College for the next succeeding academic year (a "New Residence Life and Housing Agreement"), the terms of this Residence Life and Housing Agreement shall continue in full force and effect (without, however, any obligation of Student/resident to make any additional payment of Residence Life and Housing Fees or Payment hereunder) until the beginning of the term provided in the new Residence Life and Housing Agreement the ("New Term"). Nevertheless, Student/resident shall remain liable for all amounts of Additional Residence Life and Housing Fees which may be or become due and owing hereunder prior to the commencement of the New Term.

27. NO BUSINESS USAGE OR SIGNS: Student/resident shall not carry on any organized business for remunerative purpose from the Unit nor use any Unit phone number for business purposes. Student/resident shall place no signs, placards or other advertisement of any character in the Unit and Assigned space, or anything visible from the outside.

28. PHOTOGRAPHS: Student/resident agrees to allow Edward Waters College to use photographs of the Student/resident and the Unit for the purpose of advertising the Institution or other similar apartment Institution owned by Edward Waters College and hereby consents to such use.

29. SUBORDINATION: This Residence Life and Housing Agreement shall be subject and subordinate at all times to the lien or security title or interest of any and all mortgages, deeds of trust, and deeds to secure debt now or hereafter placed on or against the Institution or on or against Edward Waters College's interest or estate therein, all without the necessity of having further instruments executed on part of Student/resident to effectuate such subordination. Student/resident agrees, upon demand and without cost, to execute any instrument as may be reasonably requested to additionally evidence such subordination. Student/resident agrees, upon the written request of Edward Waters College or any mortgagee, to attorney to such mortgagee or any assignee or successor to Edward Waters College's title in the Institution.

30. INDEMNIFICATION: Student/resident, for himself/herself, and his/her representatives, heirs, assigns and successors releases Edward Waters College, and its affiliates, officers, directors, shareholders, employees and agents thereof (hereinafter the "Indemnified Parties") from liability for and agrees to indemnify the Indemnified Parties against all losses Incurred by the Indemnified Parties as a result of (a) Student/resident's failure to fulfill any condition of this Residence Life and Housing Agreement; (b) any and all liability for injury or loss relating to Student/resident's use and occupancy of the Assigned space, Unit, or Institution; (c) any damage or injury happening in or about the Assigned space, Unit, or Institution to Student/resident's guests, licensees, invitees, or such person's property; and (d) Student/resident's failure to comply with any applicable laws, rules or regulations.

31. STATE LAW: The law governing this Residence Life and Housing Agreement is the law of the State of Florida.

32. MISCELLANEOUS: Failure of Edward Waters College to Insist upon strict compliance with the terms of this Residence Life and Housing Agreement shall not constitute a waiver of Edward Waters College's rights to act on any violation. In all references herein to Student/resident, the use of the singular number Is Intended to include the appropriate number as the text of this Residence Life and Housing Agreement may require, and all gender references to male or female are intended to be gender neutral. This Residence Life and Housing Agreement creates a usufruct only and not an estate for years. This Housing Agreement and any attached addenda constitute the entire Residence Life and Housing Agreement between the parties and no oral statements shall be binding. Any amendment to this Residence Life and Housing Agreement, other than a change to the Rules and Regulations, must be in writing and signed by the party to be bound. Time is of the essence in the obligation under this Residence Life and Housing Agreement. Any addendum referenced in this Residence Life and Housing Agreement including, but not limited to the Rules and Regulations, Check-In/Check-Out Inventory Inspection Report, and Guaranty, are hereby Incorporated by reference as a part of this Residence Life and Housing Agreement. If anyone or more of the provisions of this Residence Life and Housing Agreement, or the applicability of any such provision to a specific set of circumstances shall be invalid or unenforceable, such provision(s) shall be modified to the minimum extent necessary to make It or Its application valid or enforceable; and the validity and enforceability of all the provisions of this Residence Life and Housing Agreement and all other applications by any such provision(s) shall not be affected thereby.