

TERMS AND CONDITIONS OF OCCUPANCY (CONTINUED)

F. ROOM CONDITION AND FURNISHINGS In furnished units, the University supplies basic furniture, such as, but not necessarily, a desk and chair, bed, mattress and drawer space. Students may not remove University-provided furnishings from his or her unit, stack furniture, appropriate furnishings from common areas, disassemble furniture, or detach fixed furnishings without written consent from the Housing Office. Students are responsible for the condition of rooms, furnishings, and fixtures furnished by the University, less normal wear and tear. The student agrees to submit a Room Condition Report/Apartment Condition Report at the time of check-in. Upon check-out, the student will pay for missing furniture, repair of and damages beyond normal wear and tear to restore the room and/or furnishings to the condition noted on the Room Condition Report/Apartment Condition Report. Unless it can be otherwise conclusively determined, all students assigned to a room/apartment will be responsible for an equal share of liability. All of the residents of a building or floor may be held jointly responsible for loss, damage, and/or defacement to common areas and/or furnishings. When charges are allocated to a student(s), the payments will be charged to the student's Bursar account in accordance with established policies. Students who wish to bring furniture into their apartment must adhere to all California state fire codes. All furniture must be flame retardant. Students are not allowed to bring any type of loft bed, homemade or commercially built.

G. FIRE SAFETY AND SECURITY The following policies are for the safety of all resident and nonresident students. Violation of many of these policies is also punishable by local and state law.

1. Student is responsible for keeping the common areas of the apartments in a clean and orderly condition for the health, safety, and benefit of all residents. Student may not store items in common areas.
2. Candles (including unburned, decorative candles), incense, and other objects with open flames are fire hazards and are prohibited in both private and public living spaces.
3. Electrical appliances including but not limited to appliances with exposed heating elements, hot plates, ceiling fans, sun lamps, heaters, torchiere halogen lamps, and air conditioners are prohibited in rooms and apartments. Toaster ovens may be used only in apartment kitchens. Only UL-approved, circuit-breaker type extension cords may be used in university housing.
4. Gasoline-powered vehicles (including motorcycles and scooters) and equipment are prohibited in rooms or apartments.
5. Student agrees to use safety and security devices as provided by the University including but not limited to door locks and smoke detectors. At no time shall students disable fire safety equipment.
6. Evacuation for fire alarms is required of all occupants of university buildings whenever an alarm is sounded. Be familiar with emergency evacuation routes from buildings in which you spend time. Failure to evacuate for an alarm is a violation of city and state ordinances and will be treated as a serious violation of the Student Conduct Code.
7. Residents will be required to test their smoke detectors on a regular basis and report immediately any malfunction to the Building Resident Manager.
8. Student agrees to follow all applicable university safety procedures.

H. ASSIGNMENT RIGHTS The University reserves the right to assign housing to make the most effective use of available space, to consolidate students, and to use unoccupied space in any university housing. This agreement does not guarantee specific assignments or roommates. The University reserves the right to reassign a student at any time. Possible reasons for reassigning a student include but are not limited to when, in the opinion of the Housing Business Services Director or designee, a student is considered (a) disruptive to his or her residential community, (b) incompatible with his or her roommate, or (c) unwilling to abide by university rules and regulations. Other reasons include but are not limited to "Acts of God".

I. APARTMENT/ROOM CHANGES Any apartment or room change must be approved and completed within five (5) days after notification to consolidate. No apartment/room changes may be conducted without the written authorization of the Housing Business Services Director or his/her designee. Unauthorized room changes may result in termination of the student's housing contract and/or assessment of disciplinary fine. Students who make an unauthorized change may be required to return to the original assignment, denied the opportunity to participate in any other room change and assessed \$100 for an unauthorized room change. Any student initiating an apartment or room change must be approved by the Housing Office.

J. CHECK-IN DEADLINE The University may cancel the reservation of a student who fails to check in to his/her assigned space officially before 9:00 AM on the first day of classes or, if during the academic term, twenty-four (24) hours after the contract is signed, unless prior written notice of late arrival is received by the Housing Office. Official check-in means (a) acceptance of access to the building and assigned room (keys/card access) by the student and (b) receipt of the Room Condition Report/Apartment Condition Report indicating condition of apartment/room and all furnishings assigned to student. In the case that the Room Condition Report/Apartment Condition Report is not returned within three (3) business days of the time of check-in, the University will assume the assigned apartment/room was in good, safe and clean condition at the time of possession. Student's signature on the Room Condition Report/Apartment Condition Report establishes student's acceptance of the condition of the apartment/room and contents at the time of check-in, and becomes the standard for the condition of the apartment/room at the time of check-out.

K. CHECK OUT PROCEDURE At the conclusion of the occupancy period, residents are expected to follow established check-out procedures which include, but are not limited to: removal of all personal belongings from the premises; return of all issued keys to the student's Building Resident Manager; completion of the check-out portion of the Room Condition Report/ Apartment Condition Report. Failure to follow check-out procedures may result in financial penalties.

L. PERSONAL PROPERTY The student is responsible for the custody and security of personal belongings at all times. The University assumes no responsibility for loss or

damage to personal property due to fire, theft, water leaks, interruption of utility service, or other causes. Students are encouraged to consider purchase of personal property insurance to cover loss or damage to personal property or facilities. The University assumes no responsibility for property left after termination of occupancy. The Housing Office reserves the right to remove and/or store possessions left on the premises after term of residency ends, at resident's expense.

M. ROOM ENTRY AND INSPECTION POLICY Room entry and inspection may occur periodically. The University balances the right to privacy of the resident students with the responsibility to maintain a safe environment for all students and staff in university housing. The University will take all reasonable steps to ensure the residents of an apartment/room receive adequate notice prior to entry by university personnel for the purposes of verifying occupancy, repair, inventory, construction, and/or inspection. The University also reserves the right to enter a residence without notice for responding to real or reasonably perceived health and safety emergencies, and/or to ensure evacuation during fire alarms, during vacation periods and/or for response to situations where there is a reasonable suspicion that a violation of the law or university policies is occurring or has occurred inside a particular apartment/room. Under such circumstances, it is not necessary that the resident(s) be present; nor will a resident's refusal, either verbal or physical, prevent an entry or inspection. By entering into the University Graduate Housing Contract the student consents to the apartment/room entry and inspection under those circumstances indicated.

N. COMMERCIAL/BUSINESS USE OF FACILITIES Students may not use their apartment/room or any university housing facilities for commercial/business purposes. This includes use of phone, data, and Cable TV lines, as well as voicemail and mailboxes. Soliciting and/or the distribution of published materials and fundraising in university housing may be conducted only in accordance with university policy.

O. TECHNOLOGY USE The Offices of Housing and Residence Life communicate with resident students by means of the on-campus mailboxes, university email and voicemail. Residents are responsible for all information, including policy and procedure information, placed in the mailboxes, left on voicemail or email. Multiple university departments also communicate with students by means of voice mail and email. Students are responsible for information left on voice mail and Groupwise email. Technology the student brings, coupled with the technology available at the University provides the student with access to information and tools to support his/her academic career. It also has the capacity to do considerable damage and harm if not treated and handled responsibly. No personal wireless routers may be installed for resident use. Wireless data connection is provided in residence halls. LINC services (Data network and telephone system) are provided for academic and personal use of the residents. Commercial use of the campus network and campus telephone system is prohibited and is not for residents to provide service to others. Any use of LINC services beyond those explicitly permitted must be submitted for approval to the Office of Information Technology. The student is required to register all devices to be attached to the campus network. As part of the registration process, the student will be required to read and agree to adhere to the usage policies of these technology and communication resources. As part of these policies, the student is required to maintain all computing systems with appropriate levels of security and anti-virus software, as prescribed by the University. The student will be held responsible for any activity that is adverse or harmful to others stemming from personal computing systems or other communication technology devices, regardless of whether it is willful or accidental. The University provides substantial electronic resources and access to information, the privacy of which is tied to the student's electronic IDs and passwords. The student should never share his/her ID and password with others. If someone else misuses the student's computer or other system, because the student has shared a password or failed to take appropriate steps in securing their system, the student will still be held responsible for that misuse. Should the student, or systems the student is responsible for, be found to compromise the performance or security of the campus network, or be involved in illegal or otherwise forbidden activities, including the downloading or sharing of copyrighted materials such as music, videos, or software without permission, disciplinary steps may be taken. These may include immediate loss of access to campus resources until the issue is resolved, referral to the Dean of Students, and possible civil or criminal investigation if such applies. There is also the possibility of fines or charges assessed stemming from costs incurred to resolve the situation. For more details regarding acceptable use and SCU policies regarding technology use, the student should review <http://it.scu.edu/policies/NetPolicy.shtml> and the SCU Student Handbook at www.scu.edu/studentlife/os/os/publications/stdhandbook/studenthbk.cfm.

P. SMOKING Santa Clara University, in compliance with the City of Santa Clara Ordinance No. 1654, has adopted a non-smoking policy; therefore smoking is not permitted in university housing. Individuals who choose to smoke may do so outside of the building and must maintain a distance of 25 feet from any building opening (e.g., doors, windows).

Q. RIGHT TO MODIFY The University reserves the right to make and promulgate such modifications or additional rules and regulations, or both, which may be reasonably necessary or appropriate for the safety, care, and general welfare of the student and to adjust charges or costs for accommodations, and facilities.

R. RESIDENT STUDENT RIGHTS AND RESPONSIBILITIES Residents agree to abide by all applicable laws and university regulations and to respect the rights, the privileges, and the property of other members of the University community and visitors to the campus. Students who fail to abide by this agreement will be subject to university disciplinary procedures as well as possible termination of their University Graduate Housing Contract. Full details of university regulations and disciplinary procedures are outlined in the Santa Clara University Student Handbook, the Housing and Residence Life Handbook, the Villa Handbook, and the University Square Handbook. The following acts subject the offender to disciplinary action: Violation of federal, state, county, city, and/or local laws and ordinances, university rules and regulations, Housing and Residence Life policies and procedures, or community living expectations. Specific acts include but are not limited to: Violation of state laws regarding alcohol possession and/or consumption, consumption of alcohol in public areas and possession of alcohol by minors; violation of state laws regarding possession and/or consumption of controlled substances; possession of firearms and/or explosives including all types of fireworks; throwing objects from a building; keeping pets.