



# HIU Student Residence Hall Housing Contract/License For the Full Academic Year, 2011-2012

**Housing Office**

2500 E. Nutwood Ave.  
Fullerton, CA 92831 USA  
(714) 879-3901 x6281  
FAX (714) 681-7224  
Email: [housing@hiu.edu](mailto:housing@hiu.edu)

## Contract due by June 1<sup>st</sup>, 2011

### Office Use Only

Date Received \_\_\_\_\_ CM Documents Received  Accepted  Enrolled  Map

Room Assigned \_\_\_\_\_ Student I.D. # \_\_\_\_\_

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### Contact Information

Please complete the following contract and return as soon as possible to: Hope International University, Attn: Housing Office  
2500 E. Nutwood Avenue, Fullerton, CA 92831 U.S.A. • Phone: (714) 879-3901 Fax: (714) 681-7224

Application for Semester:  Fall 20\_\_\_\_ or  Spring 20\_\_\_\_

Student's Name: \_\_\_\_\_  
Last
First
Middle

Home Address: \_\_\_\_\_  
Street
City
State
Zip Code

Home Phone: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Age: \_\_\_\_\_ Gender:  Male  Female

Cell Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Are you a U.S. Citizen? (check one)  YES  NO If no, please indicate country of citizenship \_\_\_\_\_

What language(s) (other than English) do you speak fluently? \_\_\_\_\_

### College Information

Institution you will attend (check one)  HIU  FC  CSUF  Other: \_\_\_\_\_

If you are attending an institution other than HIU, have you been accepted to that institution? (check one)  YES  NO

If no, date application submitted \_\_\_\_\_

*\*Note: All students NOT attending HIU must attach verification of registration for 7 or more units (photocopy of class schedule, etc.) How many units? \_\_\_\_\_  
Dorm Only Residence must have a Christian Involvement Evaluation form completed and returned prior to being accepted.*

College Class Standing (check one)  FR  SO  JR  SR  MA

## Housing Calendar

*Please Select the Academic Term that Best Fits Your Housing Needs*

- 1. 2011-2012 Full Academic Year = (Fall + Winter +Spring)**
  - Dates of Residency ( August 20- May12, 2012 Including Winter Break)
    - i. Early Move-In for Athletes (August 14)
    - ii. New Resident Move-in (August 20)
    - iii. International Student Resident Hall Move-in (August 20)
    - iv. Returning Resident Move-in (August 21)
    - v. Spring Semester Move-out (May 12)
  
- 2. Fall 2011 ONLY**
  - Dates of Residency (August 20-December 17, 2011)
    - i. Early Move-In for Athletes (August 14)
    - ii. New Resident Move-in (August 20)
    - iii. International Student Resident Hall Move-in (August 20)
    - iv. Returning Resident Move-in (August 21)
    - v. Fall Resident Hall Move-out ( December 17)
  
- 3. Spring 2012 ONLY**
  - Dates of Residency (January 14, 2012-May 12, 2012)
    - i. Early Move-In for Athletes (January 10)
    - ii. New Resident Move-in (January 14)
    - iii. International Student Resident Hall Move-in (January 14)
    - iv. Returning Resident Move-in (January 15)
    - v. Spring Semester Move-out (May 12)
  
- 4. Summer 2012 ONLY**
  - Dates of Residency (May 16, 2012-August 8, 2012)
    - i. New Resident Move-in (May 16)
    - ii. International Student Resident Hall Move-in (May 16)
    - iii. Returning Resident Move-in (May 16)
    - iv. Summer Move-out (August 8)

## Room and/or Meal Plan

*Please select one of the room plans and meal plans displayed below.*

*Please Note Meal Plans are Required for All HIU Student Residents.*

*\*\* Freshman and Sophomores are required to choose from the 19 or 15 meal plans*

*\*\*\* Priority for Triples, Doubles, and Singles is given to upperclassmen*

### Housing Plan Prices Per Academic Year

Room Plan	Cost Per Academic Year
Quad (4 per room)	<input type="checkbox"/> \$4,300
***Triple (3 per room)	<input type="checkbox"/> \$4,800
***Double (2 per room)	<input type="checkbox"/> \$5,300
***Single (1 per room)	<input type="checkbox"/> \$6,300

### Meal Plan Prices Per Academic Year

Meal Plans	Cost Per Academic Year
**19 Meals per week	<input type="checkbox"/> \$3,600
**15 Meals per week	<input type="checkbox"/> \$3,200

### Please Reconfirm the Room and Meal Plan You Have Selected

#### Housing Prices + Meal Prices Per Academic Year

Meal Plan/Room Plan	Quad (4 per room)	Triple (3 per room)	Double (2 per room)	Single (1 per room)
19 Meals per week	<input type="checkbox"/> \$7,900	<input type="checkbox"/> \$8,400	<input type="checkbox"/> \$8,900	<input type="checkbox"/> \$9,900
15 Meals per week	<input type="checkbox"/> \$7,500	<input type="checkbox"/> \$8,000	<input type="checkbox"/> \$8,500	<input type="checkbox"/> \$9,500

Please Renter the "Total Cost for Housing and Meal Plan" \$ \_\_\_\_\_

### Possible Fees Accrued Throughout Housing Term

Security/Housing Deposit	\$300.00
Daily Rental Rate	\$25.00
Improper Check-In Fee	\$100.00
Improper Check-Out Fee	\$100.00
Late Document Submission Fee	\$50.00
Lost Room Key Fee	\$100.00
Housing Processing Fee	\$25.00

## First Year Resident Preference Survey

Be sure to read each question and answer carefully. Even if you are requesting a specific roommate, it is important for you to fill out the entire questionnaire. Circle the answer which most applies to you. Mark only one answer for each question. This questionnaire does not guarantee a roommate with similar preferences.

About you: \_\_\_\_\_

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What you're looking for in college experience: \_\_\_\_\_

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Your interests: (General, Music, TV, Books, Movies, Hero, etc.) \_\_\_\_\_

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**Please choose the one answer that best describes you for each question.**

1. What social preferences do you have regarding your dorm room?

- A. I want people in my room...a LOT.
- B. I enjoy having people over but need some down time too.
- C. I want just one friend in my room at a time.
- D. I like hanging with people but don't want the party in my room.

2. Which best describes your music preference?

- A. Soft (background noise)
- B. Medium (can listen and still talk to others without yelling)
- C. Loud (People can hear your stereo in the house next to yours)

3. What time do you anticipate you will normally like to go to bed and wake up next year?

Weekdays: sleep: \_\_\_\_\_ wake: \_\_\_\_\_

Weekends: sleep: \_\_\_\_\_ wake: \_\_\_\_\_

4. Which statement best describes your bedroom at home?

- A. Perfectly neat and clean all the time
- B. Tidy, most of the time
- C. Messy
- D. Disaster Area!

5. When do you like to study?

- A. Afternoon
- B. Early evening
- C. Late night
- D. Morning
- E. Who studies?

6. Where do you like to study?

- A. Mostly in my room
- B. Mostly somewhere other than my room
- C. A little of both

7. Would you like to have an international student (from a country other than the U.S.A.) as one of your 3 roommates?

- A. Yes
- B. No
- C. I don't mind

Family or cultural background: \_\_\_\_\_  
\_\_\_\_\_

Requested Roommates [*Please obtain signature(s) of requested roommate(s)*]: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Brief description of the perfect roommate for you: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What kind of music do you like (*artists or style*): \_\_\_\_\_

## **I. LICENSE AGREEMENT—PARTIES, RECITALS, AND GENERAL TERMS**

### **A. Parties**

1. This 2011-2012 Residence Hall Housing License Agreement for HIU Students (“License Agreement”) is entered into by and between HIU, with its main campus located in Fullerton, California, and the Student on the date(s) indicated under the Paragraph titled, “Signatures,” of this License Agreement.
2. This License Agreement is by and between the above-named Student and HIU and may not be transferred or sublet to any other student or person for any reason for any period of time.
3. Both HIU and the Student acknowledge, understand, and agree that neither a lease nor any other interest in real property is created by this License Agreement.
4. The term of this License Agreement shall coincide directly to the “Academic Term” selected by the Student on Page One (1) and/or Page Two (2) of this License Agreement.

### **B. Recitals**

1. The Student herein certifies that he/she is currently enrolled in a minimum of seven (7) academic units toward matriculation at HIU. In the event the Student decides to enroll in another institution of higher learning, such as California State University-Fullerton or Fullerton College, while maintaining a Room Assignment in the HIU Residence Halls, the Student herein understands and agrees that in order to maintain his or her Room Assignment within the HIU Residence Halls, he or she must prepare and submit a Residence Hall Housing Application for Non-HIU Students and a Residence Hall Housing License Agreement for Non-HIU Students and he or she must be evaluated for the right to occupy the Room Assignment pursuant to the evaluation standards that HIU has established for non-HIU students seeking housing within the HIU Residence Halls.
2. In consideration for the right to occupy the Room Assignment within the HIU Residence Halls, the Student herein agrees to make payment to HIU in accordance with the document utilized to determine the “Total Housing Plan Cost” as indicated on Page Two (2) of this License Agreement. The Student further herein agrees to comply with all of the terms and conditions set forth in this License Agreement and any other fully-executed document attached hereto.

### **C. General Terms**

1. Requirements for Residency. HIU Residence Halls house college students and institutional guests. Resident students must be enrolled in a minimum of seven (7) academic units toward matriculation at HIU. Any change in student status below this level, without prior written approval from the HIU Academic Affairs Office, renders this License Agreement null and void. Each and every student enrolled in traditional undergraduate programs at HIU having marital status as “single” and being under 22 years of age, is required to live in an HIU Residence Hall, in the home of one or more of his/her parent(s), the home of his/her legal guardian, or in the home of a relative approved by his/her parent(s) and the HIU Housing Office.
2. Room and Board Options. The Student’s eligibility for Room Plan and Meal Plan options is outlined in the Residence Hall Housing Application for HIU Students, a copy of which has been provided to the Student. The Student’s eligibility for a specific Room Plan is based on the Student’s Class Standing and Age as of the first day of the Academic Term.
3. Room Assignments. Room assignments are coordinated at the discretion of the HIU Housing Office, based on availability and information submitted by the Student upon application. Students may be temporarily or permanently re-assigned due to necessary renovations, repairs, irreconcilable differences in roommate dynamics, or for what the Housing Office deems is in the best interest of the Student(s) and/or the community. Prior notification will be provided within a reasonable time period whenever possible.

4. Document Submission Deadline. The Student must sign and submit this License Agreement to the HIU Student Accounts Office on or before the Document Submission Deadline for the “Academic Term” selected on Page One (1) and/or Page Two (2) of this License Agreement, in order to be considered for residency in the HIU Residence Halls during the “Academic Term” selected on Page One (1) and/or Page Two (2) of this License Agreement. If the Student signs and submits this License Agreement after the Document Submission Deadline for the “Academic Term” selected on Page One (1) and/or Page Two (2) of this License Agreement, then the Student will be assessed a Late Document Submission Fee. The Document Submission Deadline for the “Academic Term” selected on Page One (1) and/or Page Two (2) of this License Agreement applies to new students as well as returning students desiring to continue their residency in the HIU Residence Halls for the Academic Term.
5. Room Assignment Priority. Eligibility for Room Assignments within the HIU Residence Halls is given to HIU Students enrolled in a full-time (minimum of seven [7] semester units) regular HIU program of on-campus instruction who maintain satisfactory progress and who are also in good standing with HIU. Satisfactory progress is interpreted as having a 2.0 GPA. This License Agreement may be canceled by HIU if the Student fails to meet these minimum requirements. To remain eligible for a Room Assignment in the HIU Residence Halls, the Student must be regularly enrolled as an HIU student and the Student must maintain satisfactory academic progress and be in good standing with HIU. As previously indicated in this License Agreement, the Student must be enrolled in a minimum of seven (7) semester units, with the exception of the Summer Semester. The Student must contact the HIU Housing Office to determine his or her eligibility and responsibility for the summer session. Room Assignment priority for single, double and triple occupancy spaces will be given to those individuals with junior class standing or above, or who are at least 21 years of age.
6. Room Assignment Retention.
  - a. Students desiring to share their Room Assignment with other students of their choosing must sign up together on or before the “Room Assignment Retention Date” associated with the “Academic Term” selected on Page One (1) and/or Page Two (2) of this License Agreement. One of the students possessing the Room Assignment may, at the same time, submit all of the required documents on behalf of the other students desiring to share the same Room Assignment; provided, however, the documents belonging to the other students are completely and accurately filled-out and signed by each respective student. The documents required for submission by each student desiring to share the same Room Assignment are as follows: (1) the Residence Hall Housing Application for HIU Students, and (2) this License Agreement.
  - b. The number of students desiring to share the same Room Assignment must match the configuration corresponding to the particular Room Assignment. For example, four (4) students must apply concurrently for a Room Assignment with quadruple occupancy, three (3) students must apply concurrently for a Room Assignment with triple occupancy, and two (2) students must apply concurrently for a Room Assignment with dual occupancy. If the number of students seeking to share a particular Room Assignment does not equal the occupancy configuration for a particular Room Assignment, the students may request the HIU Housing Office to complete the occupancy requirement for a particular Room Assignment with an International Student. However, if the students seeking to share a Room Assignment do not request the HIU Housing Office to fulfill the Room Assignment’s occupancy requirement with an International Student, then the HIU Housing Office reserves the right to place any student of its choosing into vacant room placements.
  - c. Students who sign-up with other students who do not return to HIU for the selected Academic Term will lose their option to retain a Room Assignment. Students failing to retain their Room Assignment in accordance with the guidelines outlined in this License Agreement shall forfeit their Room Assignment, thereby allowing their Room Assignment to become available to other students. Students who are no longer eligible to retain their Room Assignment can then enter the lottery process for any available room for which each particular student may qualify.

- d. Room retention is not available in certain HIU Residence halls because these halls have been designated as HIU Residence halls for freshman students. HIU Residence halls that have been designated for freshman students only are as follows: the entire First Floor and the 210/240 halls of Omega Residence Hall as well as the 120/130 halls and the 220/230 halls of Alpha Residence Hall.

## **II. COMMUNITY ENVIRONMENT AND RIGHT TO OCCUPY ROOM ASSIGNMENT**

### **A. Community Environment**

1. HIU shall maintain a professional staff to work closely with Students to develop a community concept within the HIU Residence Halls to enhance the Students' educational experience at HIU. HIU shall provide opportunity for input by the Student into the development of the community. The HIU Residence Halls shall be operated to enhance the spiritual, social, educational, and recreational opportunities available to the Student.
2. The Student agrees to recognize the importance of maintaining the HIU Residence Halls as an environment that is conducive for fellow students to study, live, and sleep within the HIU Residence Halls. While in the HIU Residence Halls, the Student agrees to adhere to established quiet hours, courtesy hours and not to disturb this environment and to observe general cleanliness expectations.

### **B. Right to Occupy the Room Assignment**

Upon the submission of a completed and accepted Residence Hall Housing Application for HIU Students and upon the execution of this License Agreement, HIU hereby grants to the Student permission to occupy the Room Assignment within the HIU Residence Halls as a Student for the "Academic Term" selected on Page One (1) and/or Page Two (2) of this License Agreement.

### **C. Move-In Schedule, Move-Out Schedule, Winter Break, and Extensions**

1. Move-In Schedule. The Student shall have the right to occupy the Room Assignment for the selected Academic Term based on the following terms and conditions of the Move-In Schedule.
  - a. If the Student is new to HIU, then the Student may move into his or her Room Assignment on the Early Move-In Date for the "Academic Term" selected on Page One (1) and/or Page Two (2) of this License Agreement.
  - b. If the Student is returning to HIU, then the Student may move into his or her Room Assignment on the Start Date for the "Academic Term" selected on Page One (1) and/or Page Two (2) of this License Agreement.
  - c. If the Student is returning to HIU and he or she moves into his or her Room Assignment prior to the Start Date for the "Academic Term" selected on Page One (1) and/or Page Two (2) of this License Agreement without prior approval from the HIU Housing Office, the Student will be charged with an Improper Check-In Fee.
  - d. This License Agreement effectively begins on the day the Student moves into his or her Room Assignment or is checked into the HIU Residence Halls and this provision applies to all new students, student leaders, pre-season athletes, and others who are pre-approved and/or required to move into their Room Assignment before the Start Date for the "Academic Term" selected on Page One (1) and/or Page Two (2) of this License Agreement.
  - e. The Student herein acknowledges and agrees that the HIU Housing Office has delivered the Student's Room Assignment in good condition.



2. Move-Out Schedule. The Student's right to occupy the Room Assignment for the "Academic Term" selected on Page One (1) and/or Page Two (2) of this License Agreement shall terminate in accordance with the following terms and conditions of the Move-Out Schedule.
  - a. If the Student has selected "Academic Term" "Fall Semester" or "Academic Term" "Spring Semester" as his or her "Academic Term" selected on Page One (1) and/or Page Two (2) of this License Agreement, then the Student is required to vacate or move out of the Room Assignment on the "Semester End Date" for the "Academic Term" selected on Page One (1) and/or Page Two (2) of this License Agreement. If the Student has selected "Academic Term" "Academic Year" as his or her "Academic Term" selected on Page One (1) and/or Page Two (2) of this License Agreement, then the Student is required to vacate or move out of the Room Assignment on the "Academic Year End Date" for the "Academic Term" selected on Page One (1) and/or Page Two (2) of this License Agreement. If the Student fails to vacate or move out of the Room Assignment on or before the "Semester End Date" or "Academic Year End Date" for the "Academic Term" selected on Page One (1) and/or Page Two (2) of this License Agreement, the Student will be charged with (1) an "Improper Check-Out Fee" and (2) the "Daily Rental Rate" for each and every day the Student resides in the Room Assignment beyond the "Semester End Date."
  - b. If the Student fails to check-out of his/her Room Assignment before, on, or after the "End Date" for the "Academic Term" selected on Page One (1) of this License Agreement without the review and approval of a Staff Member from the HIU Housing Office, then the Student shall be assessed an "Improper Check-Out Fee," as described on Page Three (3) of this License Agreement. If the Student fails to turn-in his or her room key to a Staff Member of the HIU Housing Office during the check-out process, then the Student shall be assessed a "Lost Room Key Fee," as described on Page Three (3) of this License Agreement.
3. Winter Break.
  - a. If the Student has selected "Academic Term" "Academic Year" as his or her "Academic Term" selected on Page One (1) and/or Page Two (2) of this License Agreement, then the Student may continue to reside in his or her Room Assignment during Winter Break at no additional charge. If the Student has not selected "Academic Term" "Academic Year" as his or her "Academic Term" selected on Page One (1) and/or Page Two (2) of this License Agreement, and if the Student continues to reside in his or her Room Assignment or any room or area within the HIU Residence Hall(s) without proper authorization from the HIU Housing Office, then the Student will be charged with (1) an "Improper Check-Out Fee" and (2) the "Daily Rental Rate" for each and every day the Student resides in the HIU Residence Hall(s) during the Winter Break.
  - b. If the student has selected "Academic Term" "Academic Year" as his or her "Academic Term" selected on Page One (1) and/or Page Two (2) of this License Agreement but vacates or moves out of their Room Assignment after the "Fall Semester End Date" without prior official notification and approval from the Housing Office, the Student is responsible to **pay all housing costs related to the spring semester**.
  - c. If the student has selected "Academic Term" "Fall Semester" as his or her "Academic Term" selected on Page One (1) and/or Page Two (2) of this License Agreement but vacates or moves out of their Room Assignment after the "Fall Semester End Date" without prior official notification and approval from the Housing Office, the Student is responsible to **pay all housing costs related to the spring semester**.
4. Extensions. Only a Student with official academic necessity may petition the HIU Housing Office for an extended stay beyond the "Academic Year End Date" or the "Spring Semester End Date." Any Student who does not have prior approval for an extension from the HIU Housing Office must vacate his or her Room Assignment on or before the "Academic Year End Date" or the "Spring Semester End Date." However, the Student may continue to reside in his or her Room Assignment if the Student has selected "Academic Term" "Academic Year" or "Academic Term" "Spring Semester" and "Academic Term" "Summer Semester" on Page One (1) and/or Page Two (2) of this License Agreement as his or her "Academic Term."

## **D. Security Deposit**

1. Purpose of the Security Deposit. Upon the execution of this License Agreement, the Student is required to remit a refundable Security Deposit to the HIU Housing Office. This Security Deposit shall be retained by the HIU Housing Office during the Academic Term. The purpose of the Security Deposit is to assure HIU that (1) the Room Assignment will be occupied for the entire Academic Term, (2) any and all appropriate fees will be paid, (3) no loss of property or extraordinary wear will occur within the Room Assignment, and (4) the Room Assignment will be left by the Student in a clean condition. The Security Deposit is refundable and it shall be credited to the Student's Financial Account soon after the termination of this License Agreement, provided that (1) any and all appropriate fees have been paid, (2) the Room Assignment is left in clean condition, (3) no loss of property or extraordinary wear or tear has occurred within the Room Assignment, and (4) the Student has properly checked-out. Any appropriate fees as designated on Page Three (3) of this License Agreement may be deducted from the Security Deposit as "Authorized Deductions."
2. Check-Out at the End of the Academic Term. At the end of the Academic Term, the Student and a Staff Member from the HIU Housing Office shall review the condition of the Student's Room Assignment during the check-out process. If the Student has maintained his or her Room Assignment in good condition during the Academic Term, normal wear and tear excepted, then the entire Security Deposit shall be credited to the Student's Financial Account less any "Authorized Deductions" as outlined in Security Deposit, Point One (1) on Page Eight (8) of this License Agreement. If the Student has failed to maintain his or her Room Assignment in good condition during the Academic Term, normal wear and tear excepted, the Student shall be assessed the reasonable cost to repair the damage(s). Any reasonable costs to repair the damage(s) shall be deducted from the Security Deposit. If the amount of any reasonable costs to repair the damage(s) exceeds the amount of the Security Deposit, the Student shall be required remit payment for the balance due and owing. If any portion of the Security Deposit remains after any reasonable costs to repair the damage(s) have been deducted, then the remaining portion of the Security Deposit shall be credited to the Student's Financial Account.
3. Student Acknowledgement of Liability. The Student herein acknowledges and agrees that he or she shall be liable for any and all amounts due and owing by the Student to HIU in the event the amount of the Authorized Deductions exceeds the amount of the Security Deposit. The Student further acknowledges and agrees that he or she will remit payment for any and all amounts due and owing to HIU within thirty (30) days after HIU has submitted an Invoice or Statement indicating the amount due and owing.

## **III. PAYMENT OF FEES, CANCELLATION, INDEBTEDNESS, AND REFUNDS**

### **A. Payment of Fees**

1. Any and all fees that are either associated with or pertaining to this License Agreement are payable by the Student upon the execution of this License Agreement and in advance of the Student occupying the Room Assignment. However, if the Student has executed a Deferred Payment Plan as approved by HIU Student Accounts, then the Student shall pay his or her fees in accordance with the terms and conditions outlined in the Deferred Payment Plan. Non-payment of fees for any reason not excused by the HIU Housing Office and/or the HIU Business Office is herein deemed to be a material breach of this License Agreement, which may result in the termination of this License Agreement and grounds for removal of the Student from the HIU Residence Halls.
2. Based on the "Academic Term" selection made by the Student in on Page One (1) of this License Agreement and in conjunction with the Housing Plan Selections made by the Student on Page Two (2) of this License Agreement, the Student shall pay to HIU before or upon the execution of this License Agreement the Total Housing Plan Cost stated in the "Total Housing Plan Cost" section on Page Two (2) of this License Agreement as well as the applicable Security Deposit as indicated in number seven (#7) the "Fees" section on Page Three (3) of this License Agreement.

## **B. Cancellation of this License Agreement**

1. Being mindful that the Student may be adversely impacted by unforeseen circumstances before or during the Academic Term, HIU has provided for the cancellation of this License Agreement in accordance with the terms and conditions outlined here in “Cancellation of this License Agreement,” number One (1) through Six (6) on Pages Nine (9) and Ten (10) of this License Agreement.
2. In the event the Student is adversely impacted by an “unforeseen circumstance” during the Academic Term, the Student may petition the HIU Housing Office to have his or her License Agreement cancelled. For the purposes of this License Agreement, an “unforeseen circumstance” is defined as “any circumstance unbeknownst to the Student that occurs before or during the Academic Term that materially changes the Student’s ability and/or eligibility to reside in the HIU Residence Halls.” Such “unforeseen circumstances” include, but are not limited to, a death in the Student’s immediate family, a physical and/or mental disability adversely impacting the Student, a material change in the Student’s financial situation, a material change in the Student’s marital status, a reduction in the Student’s status from full-time to part-time (6 units or less), and/or a Student’s decision to discontinue his or her education at HIU. Any such “unforeseen circumstance” must be validated by an objective third-party and said validation shall be documented in writing.
3. In the event the Student is adversely impacted by an “unforeseen circumstance” before or during the Academic Term, the Student must contact the HIU Housing Office immediately and inform the HIU Housing Office that the Student intends to submit a Petition for Cancellation because he or she has experienced an adverse unforeseen circumstance. The Student must then complete a Petition for Cancellation in its entirety and submit the Petition for Cancellation, along with written documentation validating the unforeseen circumstance by a third-party, to the HIU Housing Office for its review and investigation. The HIU Housing Office shall review and investigate the Student’s Petition for Cancellation within five (5) business days and render its approval or disapproval within that time-frame. The HIU Housing Office shall have sole discretion to approve or disapprove the Student’s Petition for Cancellation; however, the HIU Housing Office’s approval of the Student’s Petition for Cancellation shall not be unreasonably withheld.
4. The Student must submit his or her Petition for Cancellation to the HIU Housing Office. Refund schedules designated herein shall be calculated based on the date the Student’s Petition for Cancellation is received by the HIU Housing Office regardless of when the Student’s Petition for Cancellation is either approved or disapproved by the HIU Housing Office. Upon the approval of the Student’s Petition for Cancellation by the HIU Housing Office, the Student’s Financial Account shall be credited in accordance with the refund schedule outlined below. Only those fees associated with the Total Housing Plan Cost and actually paid by the Student shall be used to calculate the applicable refund. Fees deemed “non-refundable” in “Fees” on Page Two (2) of this License Agreement shall not be included in the refund calculations. For purposes herein, a “Week” shall be defined as “any given Sunday through Saturday during the Academic Term.” The refund schedule is only applicable to the initial semester of residence selected on Page One (1) of this License Agreement.
5. Refunds shall be calculated using the following schedule.
  - a. 100% Petitions for Cancellation Submitted Before the beginning of the initial semester of the selected “Academic Term”
  - b. 90% Petitions for Cancellation Submitted During Week 1 of the initial semester of the selected “Academic Term”
  - c. 60% Petitions for Cancellation Submitted During Week 2 or 3 of the initial semester of the selected “Academic Term”
  - d. 30% Petitions for Cancellation Submitted During Week 4 or 5 of the initial semester of the selected “Academic Term”
  - e. None (0%) Petitions for Cancellation Submitted After Week 5 of the initial semester of the selected “Academic Term”

6. The Student herein acknowledges, understands, and agrees that any such refund to which the Student may be entitled under “Cancellation of this License Agreement,” number One (1) through Six (6) on Pages and Nine (9) and Ten (10) of this License Agreement shall be credited to the Student’s Financial Account and then applied to any and all amounts due and owing by the Student to HIU. The Student herein further acknowledges, understands, and agrees that the Student shall receive payment from HIU only if funds remain after the Student’s financial obligations to HIU have been fulfilled.

### **C. Indebtedness**

The Students failure to satisfy his or her financial obligations under the terms and conditions of this License Agreement may result in one or more of the following:

1. Imposition of a late fee, in accordance with the fee schedule;
2. Revocation of the License Agreement;
3. Eviction from the Room Assignment and/or HIU Resident Halls;
4. Withholding of HIU services, such as withholding official transcripts and denial of registration;
5. Offset of Federal Student Aid Funds (“FSA Funds”), paychecks, loans, grants, or scholarships payable through HIU, and/or income tax refunds or rebates. “FSA Funds” may be Pell Grant, ACG, National SMART Grant, FSEOG, TEACH Grant, Perkins Loan, Direct Loan, and/or FFEL; and/or
6. Legal action to collect unpaid obligations.

### **D. Refunds**

1. HIU shall authorize refunds only as provided for in this License Agreement. The Student may apply for a refund of license fees or Security Deposit by preparing and submitting a Request for Refund Form that may be obtained from the HIU Business Office. Refund processing may take up to six weeks.
2. The Student herein acknowledges, understands, and agrees that any refund authorized by this License Agreement shall be offset and reduced by the cost of restoring lost or destroyed property, normal wear and tear excepted, and by the cost of cleaning any unkempt Room Assignment. Such offset shall be applied first to the Security Deposit and should the Security Deposit be insufficient, against any pre-paid rent. Should both the Security Deposit and any pre-paid rent be insufficient to cover the cost noted above, the Student shall remain liable for the difference, if any.

## **IV. REVOCATION; ABANDONMENT OR TERMINATION BY STUDENT; AND/OR DESTRUCTION AND UNAVAILABILITY**

### **A. Revocation**

1. HIU may revoke this License Agreement upon any one or more of the following conditions:
  - a. In the event of misconduct by the Student as defined in the HIU Student Handbook, current for the “Academic Term” selected on Page One (1) and/or Page Two (2) of this License Agreement;
  - b. The Student’s failure to maintain his or her status as a student attending HIU;
  - c. The Student’s material breach of any term or condition of this License Agreement, including failure to pay required fees; and/or
  - d. Administrative necessity as determined by HIU in its sole discretion.
2. HIU shall provide the Student with not less than three (3) days notice in the event of an occurrence described above in “Revocation,” Section 1, Point “a” through Point “c” and not less than fourteen (14) days notice in the event of an occurrence described above in “Revocation,” Section 1, Point “d”, except in cases of emergency.

## **B. Abandonment or Termination by the Student**

Except as specifically permitted under the terms and conditions of this License Agreement, termination of this License Agreement or abandonment of the Room Assignment by the Student shall not release the Student from his or her obligation to pay monies due and owing to HIU for so long as HIU does not terminate the Student's right to occupy a Room Assignment.

## **C. Destruction or Unavailability**

In the event the Room Assignment is destroyed or becomes unavailable to the Student as the result of conditions not reasonably foreseen at the time this License Agreement is executed, the Student shall be entitled to a full refund prior to his or her occupancy of the Room Assignment or to a pro rata refund of any fees applicable to periods after the Student was required to vacate his or her Room Assignment. Such conditions include, but are not limited to, damage caused by floods, slides, fire, earthquake, other natural disasters; vandalism; civil disorder; compliance with state or federal law; unanticipated interruption of basic services; a drop in the rate of cancellations not reasonably foreseen by HIU, if such drop results in an overbooking of available housing facilities or lack of availability due to construction delays.

## **V. MISCELLANEOUS PROVISIONS**

- A. Taxable Possessory Interest.** It is the position of HIU that this License Agreement does not create a taxable possessory interest in real property. However, pursuant to Revenue and Taxation Code 107.6, the Student is hereby notified that a taxing authority may take a contrary view and may assess the Student property taxes based on the Student's interest in this License Agreement.
- B. Attorney's Fees and Costs.** If any legal action is necessary to interpret or enforce the terms, provisions, or conditions of this License Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief to which that party may be entitled.
- C. Modifications.** Any modification of this License Agreement shall be effective if and only if it is in writing and only if it is signed by both the Student and the HIU Housing Office.
- D. Entire Agreement.** This License Agreement supersedes any and all other contracts or agreements, either oral or written, between the Student and HIU hereto with respect to the provision of housing to the Student by HIU by and through the HIU Housing Office and this License Agreement contains all of the covenants and agreements between the Student and HIU with respect to such housing in any manner whatsoever. Each party to this License Agreement acknowledges that no representation, inducement, promise, or agreement, either oral or written, has been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement shall be valid or binding on either the Student and/or HIU.
- E. Effect of Waiver.** The failure of either the Student and/or HIU to insist on strict compliance with any of the terms, covenants, or conditions of this License Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time be deemed a waiver or relinquishment of that right or power for any or all other time(s).
- F. Partial Invalidity.** If any provision in this License Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired, invalidated, or unenforceable in any manner whatsoever.
- G. Governing Law and Venue.** This License Agreement shall be governed by and construed in accordance with the laws of the State of California. If any form of legal action becomes necessary to interpret or enforce the terms, provisions, or conditions of this License Agreement, both the Student and HIU agree that the Venue for any such legal action shall be in Orange County, California.

- H. Headings.** The headings and captions contained in this License Agreement are inserted for convenience only and do not constitute a material part thereof.
- I. Personal Property.** The Student assumes all responsibility for his/her personal property. HIU is not responsible for loss of personal property resulting from theft, maintenance problems, natural disasters; including fire, flood, earthquake, etc.
- J. Interruption in Utility Service.** Interruptions in utility service may occur which are unavoidable. Refunds and/or credit adjustments will not be given for these circumstances.
- K. Room Assignment Modifications.** Modifications to residence hall room assignments are not allowed without written permission from the Housing Office. All costs for repairs to the damaged and/or modified areas of the room assignment will be levied against the Student's financial account.
- L. Staff Access.** University officials may enter the Student's room assignment and conduct a search for purposes such as emergency, security, maintenance, to maintain order, if there is probably cause to believe that a violation of law or institutional regulations has occurred or is taking place or if imminent danger to life, health, and property is reasonably feared. For those reasons the Student is not permitted to install (or allow installation of) extra locks or dead-bolt security systems on their doors.
- M. Liability: Tenant to Hold HIU Harmless.** The Student ("Tenant") agrees to hold HIU harmless from any and all liability arising out of or resulting from use of the facilities, including tenant's use of the pool and parking facilities.

**VI. SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the date(s) indicated below, in the City of Fullerton, County of Orange, and State of California.

**STUDENT**

**HOPE INTERNATIONAL UNIVERSITY**

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Signature of HIU Student Accounts Officer

\_\_\_\_\_  
Printed Name of Student

\_\_\_\_\_  
Printed Name of HIU Student Accounts Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian if Student is Under 18 Years of Age

\_\_\_\_\_  
Date