UNIVERSITY OF SOUTHERN CALIFORNIA
2026-2027 HOUSING & HOSPITALITY SERVICES CONTRACT & LIVING AGREEMENT

This University Housing & Hospitality Services Contract & Living Agreement (hereinafter referred to as "Contract") must be signed/electronically confirmed before taking occupancy of a University of Southern California ("University") Housing Facility. Upon receipt by USC Housing ("Housing") of a signed/electronically confirmed Contract, the person signing/electronically confirming this Contract ("Resident") immediately becomes responsible for terms of occupancy and all the fees associated with this Contract ("Residence Fees"), whether or not the Resident actually receives the keys to the room/apartment, takes possession of the room/apartment, and/or moves belongings, goods or effects into the room/apartment. The room or apartment that the Resident is assigned pursuant to this Contract shall be referred to herein as the "Premises." The residence hall, apartment building, or other facility in which the Premises are located shall sometimes be referred to herein as the "Building."

This Contract is a legally binding document. As part of the University's online processes, this Contract may be sent to you electronically. By electronically confirming and returning this Contract, you consent to conduct this business electronically.

Health and Safety Protocols

In light of the health and safety crisis created by COVID-19, the University has implemented various health and safety programs, procedures and safeguards. The University may implement similar protocols in response to other communicable diseases, natural disasters, or other situations that pose a threat to public health. Collectively, these programs, procedures, safeguards, and protocols are referred to herein as the "Health and Safety Protocols."

In order to facilitate, and in consideration of the University's efforts to provide, the Health and Safety Protocols, Resident agrees to the following Provisions:

1. **Vaccination**. By signing/electronically confirming this Contract, Resident represents that they are or will be in compliance with all University vaccination policies, including but not limited to the University's COVID-19 vaccination policy, prior to their Check-In Date, and that they will remain in compliance throughout the duration of their residence. Individuals who are unable to receive a required vaccination due to a medical contraindication or sincerely held religious belief, practice, or observance must request an exemption through the university's established exemption process. Resident acknowledges and agrees that failure to comply with this section will be grounds for USC, in its sole discretion, to cancel this Contract and revoke Resident's USC housing assignment.

2. **Health and Safety Protocols Related to COVID-19, Communicable Diseases, and Emergencies.** By signing/electronically confirming this Contract, Resident agrees that Resident shall be fully responsible for complying with all governmental and University public health restrictions, regulations, and guidance with respect to COVID-19, any other communicable disease, or any other natural disasters or situations that pose a threat to public health. Resident agrees to comply with all the University's Health and Safety Protocols, as well as any other rules and regulations established by the applicable University Housing Facility or the University, including USC Environmental Health & Safety and USC Student Health, with respect thereto. Resident acknowledges that these precautions may include, but are not limited to, isolation and quarantine requirements in the event of exposure to or infection with COVID-19 or other communicable diseases, the use of facial coverings, limitations on guest access, limitations on gathering size, the need to report symptoms of COVID-19 or other communicable diseases, and requirements to be tested for COVID-19 or other communicable diseases. Resident understands and agrees that compliance with all Health and Safety Protocols is a necessary condition of living in University Housing. Resident acknowledges that Resident shall be solely responsible for determining when Resident needs medical care and supervision. In no event shall the University be responsible for supervising or otherwise rendering medical care to any Resident who is suspected or confirmed of having COVID-19 or any other infection.

3. **Acknowledgement**. By signing/electronically confirming this Contract, Resident confirms that they understand and acknowledge that complying with the University's Health and Safety Protocols is a part of their responsibility to protect themselves, and by doing so, protect others in the community. Resident also understands and acknowledges that, despite the Health and Safety Protocols, an inherent risk of exposure to COVID-19 and other communicable diseases exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death and residing on campus may expose Resident to a variety of hazards and risks foreseen and unforeseen related to COVID-19 and other communicable diseases. Resident is electing to live in a University Housing

Facility with full knowledge and understanding of those hazards and risks. Resident represents that they possess behavioral, emotional, and social maturity and discipline sufficient to enable them to live independently throughout the duration of the housing contract, to conduct themselves in a manner that does not endanger the health and safety of other residents and community members, and to comply with all Health and Safety Protocols. No student with a disability will be excluded from University Housing solely because of their disability. Students with disabilities who need a reasonable accommodation to meet the criteria set forth in this paragraph should direct their request to the Office of Student Accessibility Services. Students with an approved accommodation of an Assistance Animal should discuss the need for a viable Care Plan for the animal which takes into account the possibility that the student will be required to isolate or quarantine.

4. **Collection, Use and Disclosure of Health Information**. Resident hereby authorizes the University to collect, use, and disclose the following COVID-19 or other communicable disease related health information of the Resident: (a) the results of any COVID-19 or other communicable disease tests; (b) information related to the actual or possible exposure to individuals who have tested positive for, or are experiencing symptoms of COVID-19 or other communicable diseases; (c) information related to the experiencing of symptoms related to COVID-19 or other communicable diseases; (d) information related to any daily self-health checks; (e) health information disclosed at COVID-19 testing sites; and (f) any personal reports related to COVID-19 or other communicable diseases provided to any University employee or representative including staff members, faculty, housekeeping, and athletic trainers.

The Contract is for a furnished space in a University Housing Facility. Although an assignment to a specific Premises may have been or may hereafter be made, this Contract is not for a specific room, building, or type of housing, but shall apply to any Premises the Resident may occupy pursuant to the terms of this Contract. By signing/electronically confirming this Contract, the Resident accepts the University's housing assignment (as the same may be changed pursuant to this Contract), agrees to the terms of this Contract, and agrees to pay the required Residence Fees established by the University for such assigned Premises. The Resident also agrees to:

- comply with all University policies governing occupancy of University Housing Facilities, as may be amended during the term of the Contract, including without limitation those set forth and incorporated by reference in the student handbook titled "Living Our Unifying Values: The USC Student Handbook," (the "USC Student Handbook"), a copy of which is posted online at https://policy.usc.edu/studenthandbook/ and which the Resident acknowledges that he/she has reviewed completely;
- be considerate of other residents and all staff assigned to the residences; and
- comply with all rules, regulations, and principles applicable to the residential community in which the Premises are located, as put into effect by the University from time-to-time.

By signing/electronically confirming this Contract, the Resident acknowledges that any breach of University residential policy, including without limitation the provisions of this Contract, any violation of the rights of other occupants of the Premises or the Building, any misrepresentation of facts on the Resident's housing application or on this Contract may be grounds for immediate termination of the Resident's occupancy of the Premises and/or the revocation of future University housing privileges. Violations may also result in disciplinary action as described in the USC Student Handbook. The determination of how to address any violations of this Contract and all decisions regarding exceptions to any policies to this Contract shall be made by the Director of USC Housing, the Director of Residential Education and/or their designee. The University's remedies for breach of this Contract are more particularly discussed in Section "J" below.

By signing/electronically confirming this Contract, the Resident further acknowledges that:

- all Residence Fees owed by the Resident under this Contract shall be made to the University Cashier's Office, unless otherwise set forth herein;
- if the Resident is a student at the University, all Residence Fees may be billed to the Resident on the Resident's University Student Account along with other University charges, including without limitation tuition, parking fees, and other fees;
- the Resident's University Student Account will include various other obligations owed by the Resident to the University, including without limitation tuition, and notwithstanding the fact that such obligations may be billed to the Resident as a single amount, any payments made to the University pursuant to this Contract, whether designated by the Resident as "rent," "room and board," "Residence Fees," or otherwise, shall be deemed to first apply toward any other outstanding amounts owed by the Resident to the University and shall only be deemed to apply to the Resident's obligations under this Contract to the extent that all other fees or amounts owing by the Resident to the University have been satisfied in-full.

A. HOUSING ELIGIBILITY

As a condition to the Resident's right to occupy the Premises, the Resident must comply with the criteria set forth below for the entire applicable period of occupancy.

Academic Year (Fall and Spring Semesters), Graduate Academic Year, Graduate Full Year, Law Residence or Family Housing Eligibility

- Registered as a full-time University of Southern California student as defined by the University Registrar during each semester of occupancy.
    - For the purpose of Housing Eligibility, "Exceptional Courses" (which are courses that have been determined to fulfill full-time enrollment status, regardless of the number of registered units) do not apply in establishing Housing Eligibility. Units taken for audit also do not apply to enrollment status.
    - Undergraduate students are considered full-time when enrolled for 12 or more units.
    - Master's students are considered full-time when enrolled for 8 or more units. A lower minimum units required as a graduate assistant does not establish Housing Eligibility.
    - Doctoral students are considered full-time when enrolled for 6 or more units.

AND

- Registered for at least one required in person class or program on the USC University Park or Health Sciences Campus.

AND

- Remain in good academic, conduct and financial standing at the University.

Summer Housing Eligibility

- Student, faculty or staff member of the University of Southern California. (Proof required: current, valid University identification card).

OR

- Student, faculty or staff of other four-year universities or colleges with the support of a University of Southern California department. (Proof required: valid photo identification with written evidence from a home institution that substantiates an educational purpose in the USC area with support from a USC department).

AND

- Remain in good academic, conduct and financial standing at the University.

B. DURATION OF CONTRACT/OCCUPANCY PERIODS

This Contract shall be effective and binding upon the Resident's delivery of an executed original contract to Housing or electronic confirmation of this Contract online Subject to the remaining provisions of this Contract, the period between the date on which the Resident is entitled to take possession of the Premises and the date on which the Resident is required to vacate the Premises as set forth below shall be referred to as the "Term." This Contract shall expire on the earlier of (i) at noon the day after the Resident's last final examination, (ii) at 5:00 p.m. upon the last day of the Term, or (iii) any earlier date of termination of this Contract as directed by the University in accordance with the provisions of this Contract. Resident shall vacate the Premises (and shall remove all of Resident's belongings) prior to the expiration or early termination of the Term (the "**Termination Date**").

Apartments. If the Premises are an apartment designated for undergraduates, the Term of this Contract shall run from August 19, 2026 until the close of the academic year, May 12, 2027, for academic year and Spring contracts, or until December 18, 2026 for Fall semester contracts. The Resident may occupy the Premises during all University break periods included in the Term (i.e. Thanksgiving, Winter Break and Spring Break). The Resident shall remain responsible for the Residence Fees applicable to all University break periods occurring during the Term of this Contract.

Residence Halls. If the Premises are located in a Residence Hall (which for purposes of this Contract will be deemed to include all suite-style buildings) the Term of this Contract shall run from August 19, 2026 until the close of the academic year, May 12, 2027. The residence hall shall be closed during the Winter Break period between semesters (i.e., December 16, 2026 through January 7, 2027), and the Resident shall not be entitled to occupy or access the Premises during such period. Residence Fees paid by the Resident are not

applicable to such period. The Resident shall not be permitted in the Premises or the Residence Hall after 5:00 p.m. on December 16, 2026. The Resident shall not be required to remove personal belongings or return keys to the Premises during such period.

Law Residence. If the Premises are located in the Law Residence, the Term of this Contract shall run from August 10, 2026 until the close of the University of Southern California Gould School of Law academic year, May 18, 2027 or until December 18, 2026 for a Contract terminated at the end of the Fall semester. The Resident may occupy the Premises during all University break periods included in the Term (i.e. Thanksgiving, Winter Break and Spring Break). The Resident shall remain responsible for the Residence Fees applicable to all University break periods occurring during the Term of this Contract.

Graduate Academic Year. If the Premises are located in a building designated as an Academic Year Graduate Residence, the Term of this Contract shall run from August 10, 2026 to May 12, 2027, or until December 18, 2026 for a Contract terminated in the Fall semester. The Resident may occupy the Premises during all University break periods included in the Term (i.e. Thanksgiving, Winter Break and Spring Break). The Resident shall remain responsible for the Residence Fees applicable to all University break periods occurring during the Term of this Contract.

Graduate Full Year. If the Premises are located in a building designated as a Full Year Graduate Residence, the Term of this Contract shall run from August 10, 2026 to July 31, 2027, or until December 18, 2026 for a Contract terminated in the Fall semester. The Resident may occupy the Premises during all University break periods included in the Term (i.e. Thanksgiving, Winter Break and Spring Break). The Resident shall remain responsible for the Residence Fees applicable to all University break periods occurring during the Term of this Contract.

Family Housing. If the Premises are a family facility, the Term of this Contract shall run from the Check-In Date of August 10, 2026 to July 31, 2027 or until December 18, 2026 for a Contract terminated at the end of the Fall semester, as determined by the specific building to which the Resident is assigned. The Resident may occupy the Premises during all University break periods included in the Term (i.e. Thanksgiving, Winter Break and Spring Break). The Resident shall remain responsible for the Residence Fees applicable to all University break periods occurring during the Term of this Contract.

In premises designated by USC Housing as "Family Housing" units, the Premises shall be occupied only by the Resident and their spouse/domestic partner and/or legally dependent children under the age of eighteen (18) listed on the Resident's housing application and by no other persons. Pursuant to applicable California law, no more than three (3) persons may occupy a one (1) bedroom unit and no more than five (5) persons may occupy a two (2) bedroom unit. Family members living with the Resident must comply with all terms and conditions of this Contract and all persons occupying the Premises must be identified on the Family Housing Supplemental Application to be completed and submitted to USC Housing. The Resident is responsible for their family members and their compliance with this Contract, unless otherwise set forth in this Contract. Any planned changes in occupancy of the Premises, including without limitation any changes in the Resident's marital and family status which may result in any persons other than those listed in the Resident's housing application, or any decrease in the number of persons occupying the Premises below that listed in such housing application, must be reported to Housing. Failure to immediately report changes in occupancy shall be deemed a breach of this Contract, entitling the University to exercise all rights and remedies available hereunder, including without limitation termination of the Resident's University Housing privileges. **Extended families of the Resident, including without limitation the Resident's parents and/or siblings, are not eligible to reside in the Premises.**

Children under the age of 18 must be supervised by an adult at all times while on USC Housing property.

Summer Session Housing. Assignment to University housing for the Summer Session is made by separate application and contract, and is not covered under the same contract dates applicable to the academic year. Summer Session contract dates are determined when the Resident signs/electronically confirms this Contract. If this Contract is for summer housing, by executing this Contract the Resident is agreeing to pay the Residence Fees for the entire Summer Session Term of this Contract. Residents assigned to University housing for the Summer Session are not released or otherwise excused from this Contract due to non-registration as a University student, as registration is not an eligibility requirement for University housing during the Summer Session.

Authorized Occupancy Outside of Contract Dates. The Resident shall not be entitled to occupy the Premises before the applicable Check-In Date, during University break periods (unless expressly permitted under this Contract), or after the Termination Date, unless the Resident has obtained the prior express written authorization of the Director of USC Housing and/or their designee. In the event such permission is granted, all provisions of this Contract shall apply to such period of occupancy. As a condition to granting such special permission, the Resident shall be obligated to pay, in advance, a daily fee for such occupancy as established by USC Housing.

Unauthorized Occupancy. If the Resident occupies the Premises without written authorization before the Check-In Date, during a University break period (except as expressly permitted under this Contract), after the Termination Date, or after the Resident is no longer eligible to occupy University Housing, the Resident shall be deemed to be in breach of this Contract and the University shall be entitled to those remedies for breach of this Contract set forth in Section "J" below, including without limitation the right to revoke the Resident's privilege to occupy any University Housing, to exercise all remedies available at law or in equity to regain possession of the Premises and obtain damages from the Resident for such breach. Without limiting the preceding sentence, ***the Resident agrees that he/she shall be obligated to pay $200.00 per day for each day or part thereof in which the Resident occupies the Premises without University authorization until the Resident has completely vacated the Premises and returned all keys to the Housing Customer Service Center designated for the Premises.***

Notwithstanding anything to the contrary in this Contract, due to the COVID-19 Pandemic or any other Pandemic, the University, as required by law or in the exercise of its good faith judgment, may elect to (i) delay Resident's Check-In Date and occupancy of the Premises ("Pandemic Move-In Delay"), (ii) require the Resident to move out of the Premises on a temporary basis ("Pandemic Move-Out"), (iii) require the Resident to relocate to new premises in another University Housing Facility ("Pandemic Relocation"), or (iv) terminate this Contract (a "**Pandemic Termination**"). Each such action by the University shall be effective on the date specified by the University in a written notice given to Resident by the University, which effectiveness may be immediate. Except in the case of a Pandemic Termination, unless otherwise agreed to in writing by the University, in its sole and absolute discretion, any Pandemic Move-In Delay, Pandemic Move-Out or Pandemic Relocation shall not result in the termination or cancellation of this Contract or affect the Term of the Contract, and in that case, except for the need to have Resident delay moving in, move out, or relocate, the terms hereof shall remain unaffected including without limitation, Resident's obligations to comply with the terms of this Contract including payment of Residence Fees, whether or not Resident's rights under this Contract including the right to use Common Areas, meals under Meal Plans and other services may be interrupted or materially and adversely affected due to such Pandemic.

C. CHECK-IN

Check-In. The Check-In Date for the Resident's Contract is listed in the Resident's online application or at the top of the printed Contract Summary. The Resident may check in to the Premises Monday through Friday, 9:00 a.m. to 4:00 p.m. Check-In is permitted on weekends or University holidays only if prior arrangements are made with the Housing Customer Service Center for the Premises.

Identification/Contract Required. Upon checking in to the Premises, the Resident must have signed or electronically confirmed their Contract prior to check in and present valid photo identification to a Customer Service Supervisor in the Customer Service Center serving the Building in which the Premises are located. **The Resident will not be allowed to check in without proper identification.**

Failure to Check In. Failure to check in by 5:00 p.m. on the first day of classes for the first semester of the Contract or failure to register as a full-time student as defined by the University Registrar's Office may, at the option of the University, result in cancellation of this Contract by the University, without refund of the Confirmation Payment, unless the Resident has received written consent from USC Housing to check in after such date. *The Resident may not presume that such cancellation has occurred unless the Resident receives written confirmation from USC Housing.*

D. ROOM ASSIGNMENTS

Assignment. This Contract provides the Resident with certain privileges to occupy University Housing, but does not grant the Resident the right to occupy any particular University Housing unit. Assignment to a specific University Housing unit or reassignment to a different unit (including, but not limited to, a different room within the same or different facility or a room with a different configuration, location or size) shall be made only by USC Housing. Specific room numbers referred to in USC Housing correspondence or on the USC Housing website are in no way implied, promised, reserved or guaranteed to the Resident. The University may so reassign Resident, as determined by the University in good faith, to comply with laws, to comply with the University's best practices, or to respond to exigent circumstances (such as during or following a Pandemic, including changes in housing occupancy requirements or recommendations issued by a public health authority). Any such reassignment shall be effective on giving of written notice to Resident or as of any later date specified in such notice. The University hereby reserves the right to adjust the Residence Fees upon re-assignment of a unit if such unit is of a different size, configuration and/or location, and Resident understands and hereby agrees that the Residence Fees for the re-assigned unit may be higher than the initially assigned unit.

Shared Occupancy. The majority of the University Housing units require occupancy by more than one resident. By executing this Contract and taking possession of the Premises, the Resident is agreeing to make reasonable efforts to communicate and live cooperatively with the roommate(s) occupying the Premises concurrently with the Resident, and to be respectful of their differences and their respective living habits. Graduate and undergraduate students may be assigned together in the same Premises. Any persons other than the Resident who are authorized by the University to occupy this Premises, such as roommates, shall sometimes be referred to herein as "Permitted Occupants."

The Resident does not exercise any control over spaces within a unit for which the Resident has not specifically contracted. USC Housing retains the sole right to assign applicants to such openings. With the exception of established roommate procedures, the Resident may not try to determine who may be assigned to any open spaces in their assigned unit. The Resident may not pressure other residents contracted to their unit to request reassignment out of their assignment or cancel their contract. Cases of coercion or other inappropriate communication between students with the intent to force a student from their assigned space will be referred to the Residential Education Review process.

Temporary Housing Space. The University shall have the right, at its sole and absolute discretion, to make a temporary housing assignment for the Resident if the University deems such an assignment necessary or desirable, including without limitation, due to a Pandemic. If and when the University assigns the Resident to a permanent residence, the Resident shall be obligated to enter into a new contract for such permanent residence, and from and after the date of such permanent residence assignment, the Resident shall be obligated to pay the Residence Fees applicable to such permanent residence.

Law Residence. Priority for residency in the Law Residence is given first to registered students in the USC Gould School of Law. All conditions of this Contract shall apply to residents of the Law Residence unless otherwise stated. Notwithstanding that the University prefers to permit only students of the USC Gould School of Law to occupy the Law Residence, the University may assign non-Law students or other persons to the Law Residence.

Gender-Specific Housing. Gender-specific housing is housing that is designated for use by one gender (e.g., female or male). Most accommodations offered by USC Housing are designated gender specific. Housing assignments are made based on the gender noted on a student's Housing profile. Students who identify as nonbinary may request gender-specific housing which they find best aligns with their gender identity. Students may change their gender designation in their Housing profile by notifying the Housing Office in writing at housing@usc.edu.

All-Gender Housing. All-gender housing may be available for students who wish to be assigned a room without regard to gender. Students requesting all-gender housing on the Housing application will be placed in a roommate selection pool with other applicants who have requested similar arrangements, and room assignments to gender-inclusive housing will be made without direct regard to gender identity of roommates. Assignments to all-gender housing are subject to availability. When confirming a housing contract for an all-gender space, the Resident accepts that the Resident can be placed with someone of a similar or dissimilar gender identity relative to the Resident's own.

Applicants who select the all-gender Housing option may be contacted by representatives from The Division of Student Life and the Housing Office to discuss this option, the requirements for applying, and the availability of space. All conditions of this Contract shall apply to residents of all-gender housing unless otherwise stated.

Assignment to Non-University Owned Facilities. Residents may be assigned by USC Housing to buildings, including hotels, not owned, managed or operated by the University. All conditions of this Contract shall apply to such residents assigned through USC Housing to any and all facilities unless otherwise stated. In addition, residents are required to abide by any policies set forth by the Management of any non-University Facility to which they are assigned.

E. ROOM CHANGES/CONSOLIDATION

Reassignment Requested by the Resident. The Resident may request that the University reassign the Resident to another University Housing Facility. The Resident may only request reassignment for themselves; the Resident may not request reassignment for another student(s). Reassignment shall be at the sole and absolute discretion of the University. In considering a request for reassignment, the University may, without limitation, take into account the following factors: (i) if space is available to accommodate such reassignment (ii) if Housing determines the assignment to be appropriate for class standing, gender and date of the reassignment request, (iii) if Resident is in compliance with this Contract.

Reassignment to an unoccupied space will not be granted if that space is under contract to another resident. Any assignment change in Premises which is not authorized in writing in advance by a Customer Service Representative/Supervisor shall be void and shall be a breach of this Contract, entitling the University to those remedies set forth in Section "J" below.

Reassignments are available to current signed/electronically confirmed contract holders only and, if granted, the Resident shall be subject to a $75 fee for each reassignment granted after the term of the Contract has begun. This fee is **non-refundable under any circumstances**, including cases where a resident requests to cancel or 'undo' a reassignment that has already been granted.

Reassignments Due to University Housing Requirements. The Resident acknowledges that the University shall have the right, in the University's sole and absolute discretion, to require the Resident at any time during the Term to move from the Premises originally assigned to a different Premises for any reason, including without limitation, for health/safety reasons, including but not limited to a Pandemic. Without limiting the foregoing, the University may reassign the Resident, or reassign other Permitted Occupants to the Premises, in order to consolidate University Housing in the event of vacant space within the Premises or within other University Housing or in order to isolate the Resident or other Permitted Occupants who either have been exposed to COVID-19 (whether asymptomatic or symptomatic), have tested positive for COVID-19, or have otherwise been ordered, mandated or advised by a government agency or healthcare provider to quarantine to limit the further spread of infections caused by COVID-19. In such instance, the University shall have the right (but not the obligation) to permit the Resident and any other Permitted Occupants to remain in the Premises without making such reassignment on the condition that the Resident and such Permitted Occupants agree in writing to pay the Residence Fees applicable to the vacant space within the Premises. Also, if the reassignments are due to health/safety reasons, including but not limited to a Pandemic, the Resident's or Permitted Occupant's right to receive meals under a Meal Plan or the right to use Common Areas in the University Housing Facility may be modified as reasonably determined by the University.

Reassignments Due to Conduct. The University may, but shall have no obligation to, reassign the Resident or other Permitted Occupants if the University deems it necessary or desirable in order to protect the rights of other occupants of the Premises or the Building to enjoy a reasonable living and academic environment, or to protect the health and safety of such other occupants. Without limiting the foregoing, the University may exercise its reassignment rights hereunder if: (i) the conduct or living habits of the Resident or any Permitted Occupants have caused other occupants of the Premises or the Building to vacate or request reassignment to other University Housing; or (ii) if the University has received complaints from other occupants of the Premises or the Building attributable to the Resident or Permitted Occupants. Reassignments will occur only after a resolution/mediation is attempted and if availability exists for a reassignment. Such decisions shall be at the discretion of the Vice President Student Life, Associate Vice President Student Life, Director Residential Education, or Director USC Housing. Additionally, the University reserves the right to refer any instances of misconduct or disruptive behavior attributable to the Resident to the University's conduct procedures, including the Interim Action Committee, Office of Community Expectations, and Office of Civil Rights Compliance for further action. Pending the outcome of any such University conduct procedures, the University may require the Resident to be reassigned to other University Housing or vacate housing. The rights of the University set forth herein shall be in addition to those set forth in Section "J" below.

F. CHECK-OUT/FINAL INSPECTION

The Resident must vacate (and remove all personal belongings of the Resident contained within) the Premises no later than the date of the expiration of the Term set forth in Section "B" above or such earlier date specified to the Resident in a notice given to the Resident by the University in accordance with this Contract. Upon vacating, the Resident must return all keys to the Premises and the Building issued to the Resident by the University, in accordance with Section "O" below. After the Resident and all Permitted Occupants have vacated the Premises, the Premises shall be inspected by USC Housing Staff. The Resident and the Permitted Occupants shall be obligated to leave the Premises in a neat and clean condition, with all appliances, equipment, and furniture present, assembled, in-place, and in good condition and repair. In the event the University determines that a reassignment /relocation or move out on a temporary basis must occur on an urgent basis due to health and/or safety reasons, including without limitation, a Pandemic, the Resident or Permitted Occupant may not have the opportunity to retrieve his or her personal property left by Resident in the Premises. In such event, the University shall have the right to pack, store and/or ship the Resident's or Permitted Occupant's belongings to the address designated by Resident, exercising reasonable care, including the engagement of professional moving services reasonably selected by the University. The University shall have the right to charge the Resident all costs associated with packing, storing and/or shipping the Resident's or Permitted Occupant's belongings, and the University shall not be liable for any loss or damage in connection with any such storage or shipment.

After the University has inspected the Premises, whether prior to or after the expiration of the Term, the University shall deliver to the Resident an invoice setting forth the amount owed by the Resident for cleaning and/or damage repair to the Premises. The Resident and the Permitted Occupants shall be jointly and severally responsible for the cost of all extraordinary cleaning which the University deems necessary to perform within the Premises; the repair of any damage to the Premises (including walls and fixtures); the repair, moving, reassembling, or replacing of furniture, appliances, or equipment located within the Premises; and any damage to the Common Areas or any other portion of the Building or other University Housing Facility. The Resident is responsible for and will be billed the cost of replacing or changing any locks or keys to the Premises as set forth in Section "O" below. Any charges for cleaning or damage to the Premises or any University property located therein shall be, in the University's discretion, either billed to the Resident's University Student Account or billed directly to the Resident. If the Premises are occupied by more than one occupant, the University shall divide such amounts due equally among each occupant of the Premises, or shall bill such amounts to the occupant which the University deems responsible for the charge.

In the event that the Resident desires to dispute any charge set forth on such invoice, the Resident must do so in writing to the appropriate Customer Service Center within thirty (30) days of the date of such invoice; after the expiration of such thirty (30) day period the invoice shall be conclusively deemed accurate, and any dispute raised by the Resident will not be entertained by the University.

G. TERMINATION OF CONTRACT

Requests by Resident for Release. Any request by the Resident to be released from this Contract must be made in writing directly to a USC Housing Customer Service Representative in the Housing Services Office. Because this Contract is a legally binding instrument, the University shall be under no obligation to release the Resident from its obligations hereunder. Nevertheless, the University, at its sole and absolute discretion, may release the Resident under the following circumstances:

- If the Resident participates in the USC Housing Renewal process (UHR) and requests cancellation of the Contract by March 6, 2026 the Contract may be terminated without forfeiture of the Confirmation Payment. Cancellation requests made by March 7, 2026 or after are subject to the terms below.
- The Resident terminates their enrollment as a student in the University, or their enrollment is effectively ended by graduation and the Residents provides written documentation of such to a Housing Representative. (Note: Non-enrollment or withdrawal from classes **does not** automatically cancel this Contract and is not applicable to Summer Residents.)
- The Resident enrolls in an academic program sponsored by the University that requires the Resident to reside away from the University campus (e.g., overseas studies, exchange programs). Confirmation payment will be refunded if USC Housing is notified of program participation by November 6, 2026.

Termination by the University. In addition to the University's rights to terminate the Contract under Section "J" below, the University shall also have the right to terminate the Contract in the following circumstances.

- **Failure to Check in and Abandonment.** If the Resident fails to check in to the Customer Service Center for their assignment to the Premises, or if the Resident checks-in but thereafter abandons the Premises, the Resident will nevertheless remain liable for the Residence Fees for the entire Term of this Contract, unless the Resident is released by the University, such release to be granted at the University's sole and absolute discretion. The University shall retain the right (but not the obligation) to terminate this Contract in the event that the Resident fails to check in as required under this Contract or later abandons the Premises. In the event of an abandonment, and if the Resident fails to remove the Resident's personal belongings after notice to remove the same from the University, the University shall have the right, at the expense of the Resident (to be billed to the Resident's University Student Account or as the University sees fit in its sole and absolute discretion directly to the Resident), to dispose of any personal property left in the Premises by the Resident. Additionally, in the event that the Resident fails to check in as required under this Contract or later abandons the Premises, the University shall have the right (but not the obligation) to enter into a contract with another resident for occupancy of the Premises.
- **Lack of Eligibility**. If the Resident does not meet the eligibility criteria set forth in Section "A" above, either at the time of the execution of this Contract, or at any time thereafter during the Term, the University shall have the right, upon written notice to the Resident, to terminate this Contract and revoke the privilege of the Resident to occupy the Premises or any other University Housing Facility.
- **Interim Health Restriction / Mandated Health Leave of Absence.** The University shall have the right to terminate this Contract and require that the Resident vacate the Premises and all University Housing facilities if the University imposes an Interim Health Restriction or a Mandated Health Leave of Absence in accordance with the Student Health Leave of Absence Policy.
- **Conduct**. The University shall have the right to terminate this Contract and require that the Resident vacate the Premises and all University Housing facilities if the University determines that the Resident's conduct is not suitable or appropriate for University Housing. Without limiting the foregoing, the University may exercise its termination rights hereunder if: (i) the conduct or living habits of the Resident or any Permitted Occupants have caused other occupants of the Premises or the Building to vacate or request reassignment to other University Housing; (ii) the University has received complaints from other occupants of the Premises or the Building attributable to the Resident or Permitted Occupants; or (iii) the Resident or Permitted Occupants violated or refused to comply with Federal, State, local, or the University's rules and regulations governing health and safety. Additionally, a Resident shall vacate the Premises or transfer to different premises if required to do so by a notice of Interim Measures issued by the Interim Action Committee in accordance with the USC Student Handbook or an Emergency Removal notice issued by the Office of Civil Rights Compliance in accordance with the Policy on Prohibited Discrimination, Harassment, and Retaliation. The University also reserves the right to refer any instances of misconduct or disruptive behavior, including online activity involving electronic mail or social media, attributable to the Resident to the University's conduct procedures for review and resolution, as appropriate.

- **Damage to Premises.** The University shall have the absolute right to terminate this Contract and require that the Resident immediately vacate the Premises if the University, in its sole and absolute discretion, determines that the Premises has been damaged in such a manner as to make it unsafe or unfit for habitation. The cause of such damage allowing the aforementioned action by the University may include, but shall not be limited to, the following: riot, insurrection, martial law, civil commotion, act of war or terrorism, fire, flood, earthquake, or other casualty or act of God.

- **Compliance with Laws/Best Practices**. The University shall have the absolute right to unilaterally cancel, suspend, revoke or otherwise terminate this Contract, even if the Resident has not defaulted or breached any provision under this Contract, whether prior to or after the Check-In Date, if the University, in its sole and absolute discretion, determines that such cancellation, suspension, revocation or termination is necessary for the University to comply with applicable laws and/or its best practices during a Pandemic or to otherwise respond to exigent circumstances. Except for emergencies where prior notice is impracticable (in which case the cancellation, revocation, suspension or termination shall be effective upon delivery of such notice), (1) if such cancellation or termination occurs prior to the Check-In Date, the University shall give notice of same to Resident at least sixty (60) days' prior to the scheduled Check-In Date; and (2) if such cancellation, suspension or termination occurs after the Check-In Date, the University shall give notice of cancellation or termination at least seven days prior to the requested move-out date (the "Requested Move-Out Date").

H. PRE-OCCUPANCY TERMINATION/CANCELLATION FEE

In the event that the Resident cancels this Contract with the authorization of the University prior to taking occupancy of the Premises, the University shall be put to a certain amount of expense in securing a replacement occupant or reassigning the Permitted Occupant who was previously to be assigned to the Premises, the precise amount of which is difficult and impracticable to ascertain. Accordingly, the Resident agrees that, in the event that the Resident cancels this Contract prior to the date on which the Term is to commence and the University authorizes such cancellation, the Confirmation Payment will be retained by the University as a "Cancellation Fee." Any such cancellation must be in writing and received by USC Housing prior to the commencement of the Term. If the University authorizes a cancellation of this Contract subsequent to the commencement of the Term but prior to the Resident taking occupancy of the Premises, the University shall be entitled to retain, and the Resident shall be obligated to pay, as a Cancellation Fee, the Confirmation Payment plus the full amount of the Residence Fees as set forth in Section "L" below, including any portion of the Confirmation Payment credited to the Resident's account during the semester in which the cancellation is granted. Failure to make this payment shall constitute a material breach of this Contract, and shall entitle the University to exercise its rights and remedies as set forth in Section "J" below. The Resident acknowledges that the foregoing Cancellation Fee amounts are reasonable estimates of the additional cost and expenses which the University has to incur in the event of an authorized pre-occupancy cancellation of this Contract by the Resident. The Resident further acknowledges that the provisions of this paragraph shall not apply to a termination of this Contract by the Resident which is not specifically authorized by the University, or billed directly to the Resident.

I. BREACH OF CONTRACT BY RESIDENT

Any failure of the Resident to comply with the terms and conditions of this Contract shall be referred to herein as an "Event of Default." Any of the following shall constitute an Event of Default by the Resident under this Contract: (i) the Resident fails to pay any Residence Fees or other amount due to the University under this Contract, and such failure continues for a period of three (3) days after notice of such failure from the University; (ii) the Resident terminates this Contract without the authorization of the University, whether or not the Resident has taken occupancy of the Premises as of the date of termination; (iii) violation of any rules, regulations, or policies set forth or incorporated by reference in the USC Student Handbook, all of which shall be deemed incorporated into this Contract by reference as though fully set forth herein (by executing this Contract, Resident acknowledges receipt of the USC Student Handbook and represents and warrants that Resident has fully reviewed the contents of the USC Student Handbook and fully understands and agrees to abide by the same); or (iv) the Resident has otherwise breached or failed to comply with any term, condition, representation or warranty of this Contract. Any breach of the terms, condition, representation or warranty of this Contract shall entitle the University to exercise such remedies as are set forth in Section "J" below**.**

J. REMEDIES FOR BREACH OF TERMS OF CONTRACT

1. Following any Event of Default, the University may exercise any and all legal and/or equitable rights against the Resident, including without limitation the right to recover all damages resulting from such Event of Default. The Resident hereby expressly acknowledges and agrees that any sums owing to the University by the Resident as a result of any Event of Default by the Resident may in the University's discretion, be billed to the Resident's University Student Account (if the Resident is a student), which shall be subject to payment on such terms and conditions as are generally established by the University, or billed directly to the Resident.

2. Without limiting the foregoing, in the event that Resident causes or contributes to any damage or defacement occurring to the Premises, the Common Areas, the Building, or any University Housing Facilities (including, without limitation, elevators,

lounges, study rooms, kitchens, and bathrooms), the University shall, in its sole and absolute discretion, assess all costs and expenses, direct or indirect, incurred by the University in repairing or correcting such damage or defacement, or any portion thereof, against (a) the Resident, if the University determines that such damage or defacement is attributable to the Resident or the Resident's guest, (b) the Resident and the Permitted Occupants if the University determines that such damage or defacement is attributable to the Resident and/or one of the Permitted Occupants, or (c) all or any number of the occupants of the suite, floor, hall or Building in which the Premises are located, including without limitation the Resident, if the University determines that such damage is attributable to one or more of such residents or their respective guests, but is unable to determine which particular individuals are responsible therefore.

3. In addition to any other remedies set forth in this Contract, if any Event of Default is caused or committed by the Resident under this Contract, the University in its sole and absolute discretion, shall have the right to terminate this Contract upon written notice to Tenant, in which event Tenant shall immediately vacate and relinquish possession of the Premises to the University in accordance with this Contract. In the event of such a termination of this Contract, the Resident will be responsible for all unpaid Residence Fees accruing under this Contract and attributable to the Term of this Contract, including without limitation all Residence Fees accruing after the date of termination of this Contract up through the date on which the Term would otherwise have expired. In this regard, the University shall be entitled to recover from the Resident the worth at the time of the University's award of damages from the Resident hereunder of the amount by which the unpaid Residence Fees for the balance of the Term after the time of such award exceeds the amount of such Residence Fees loss which the Resident proves could be reasonably avoided by the University, and the Resident shall be deemed to have forfeited any remaining Confirmation Payment balance.

4. In addition to any other remedies provided in this Contract, in the case of an Event of Default by Resident under this Contract, the University, in its sole and absolute discretion, shall have the right to terminate one or more of the Resident's privileges to utilize any University facilities, including without limitation the right to suspend or revoke the Resident's dining privileges under the Meal Plan.

5. In addition to any other remedies set forth in this Contract, in the event that the Resident is determined to have used, possessed, distributed, or assisted any other person in using, possessing, or distributing any drugs, narcotics, or other substances which are dangerous or are illegal under the any Federal, State, or local law or regulation, or weapons, including firearms, in the Premises, in the Building, or on any other University property, the Resident shall be subject to either or both of the following: (a) immediate eviction from the Premises and termination of this Contract; and (b) disciplinary action by the University in accordance with applicable University policies and procedures, including without limitation expulsion from the University**.**

   In addition to the foregoing, Resident agrees that University shall have the right in its sole and absolute discretion to immediately confiscate and dispose of any prohibited items, including but not limited to the destruction or disposal of any prohibited items found on the premises by appropriate means, which may include flushing, transfer to law enforcement, or other lawful disposal methods. Additionally, the University shall have the right to refer any such action by the Resident to appropriate Federal, State, or local law enforcement officials for further action. **Resident expressly waives and releases any and all claims against the University, its officers, employees, and agents for any losses, damages, or liabilities incurred as a result of the confiscation, transfer, or disposal of such prohibited items or referral to law enforcement.**

6. In addition to any other remedies set forth in this Contract, the Resident acknowledges that the University may, at its sole and absolute discretion, refer any Event of Default under this Contract to the University Student Conduct System for further investigations and/or proceedings in accordance with University policies and procedures.

7. ***The Resident expressly agrees that the University shall have the right to withhold grades, registration privileges, and/or diplomas or degrees until the Resident has fully complied with all terms of this Contract to the University's satisfaction. Failure to comply with any of the terms of this Contract, University Housing policies, or policies found in the USC Student Handbook, or set forth by Hospitality Services may be cause for eviction, termination of Dining Service privileges and/or appropriate judicial action by the University against the Resident***.

8. Nothing in this Section shall limit the right of the University to protection from liability or damage resulting from the Resident's default under this Contract. It is understood and agreed that the Resident shall indemnify, hold harmless and defend the University from any and all loss, cost, liability, damage and expense, including attorneys' fees, incurred by the University in defense of third party claims, arising out of or related to the default by the Resident under this Contract, or the maintenance, use or occupancy of the Premises or the Building by the Resident and/or the Resident's guest(s) or invitee(s).

9. In the event of any litigation or proceeding arising as a result of the breach of this Contract or the failure to perform hereunder, or failure or untruthfulness of any representation or warranty herein, the party or parties prevailing in such

litigation or proceeding shall be entitled to collect the costs and expenses of bringing or defending such litigation or proceeding, including reasonable attorneys' fees, from the party or parties not prevailing.

10. There is no agreement to arbitrate any dispute arising under this Contract. Any and all references to arbitration in any agreement or document to which Resident may be subject shall not apply to any dispute arising under this Contract.

K. WAIVER/SEVERABILITY

The waiver by either party of a breach of any provisions of this Contract shall not operate or be construed as a waiver of a subsequent breach or a waiver of any other provisions of this Contract. In the event that a particular provision of this Contract is found to be unenforceable or illegal, such finding shall in no way affect the enforceability of any other provision of this Contract.

L. RESIDENCE FEES

Application Processing Fee. In consideration of the Application Processing Fee and subject to availability, Housing will assign the Resident to a designated University Housing unit for the full Term of this Contract. The University will not make an assignment to University Housing unless the Resident pays the Application Processing Fee in full at the time of submission of a completed application to Housing or gives written authorization to charge the Resident's student account. This fee is **non-refundable under any circumstance**.

Confirmation Payment. Once the University offers an assignment and the Resident decides to accept and sign the Contract, a Confirmation Payment is required, in full, at the time of submission of the signed/electronically confirmed Contract. Subject to the Resident's compliance with the terms and provisions of this Contract, the Confirmation Payment will be credited toward the Residence Fees on a pro-rata basis of fifty percent (50%) for each semester for contracts two semesters in length and in its entirety for contracts of one semester or one Summer Housing contract period in length, as long as the Resident fulfills the terms of the Contract. If the University authorizes a cancellation of this Contract subsequent to the Resident's acceptance of the Contract, the University shall be entitled to retain, and the Resident shall be obligated to pay as a Cancellation Fee, the Confirmation Payment in its entirety, excepting any portion credited to the Resident's account during the semester prior to which the cancellation is granted.

Rent. The Resident shall pay to the University all payments due. For purposes of this Contract, all payments due under this Contract shall be deemed "rent." Payments shall be made according to timelines and instructions issued on the Resident's University Student Account issued by the University Cashier's Office or other University-designated office, or as otherwise set forth on the Contract Summary.

Whether billed once per semester or once per month (installments) all Rent charges are calculated in semester increments.

- For assignments billed once per semester, rent charges will be billed in full in the Student Financial Services collections period immediately prior to the beginning of the contract term.
- For assignment billed once per month (installments), rent charges will be billed in subsequent Student Financial Services collections periods beginning with the period immediately prior to the beginning of the contract term.
- For all assignments contracted after the established start date of the current term, rent charges will be billed immediately upon acceptance of the contracted assignment.

Should the Resident request **and** be granted (or approved for) a release from a full academic year Contract **at any point**, including the end of the Fall semester, rent charges are pro-rated through the end of the month in which the cancellation request was approved or the end of the month in which the space/unit was fully vacated and the resident has completed the check-out process, whichever is later. **Residents who request and/or are granted release from full academic year contracts at the end of the Fall semester are not entitled to any credit of Fall semester rent (whether charged in full or installments) regardless of the date in which the space/unit was fully vacated.**

Residents who request and/or are granted release from full academic year contracts at the end of the Fall semester will need to vacate the premises on or before December 18, 2026 as a condition of their release, in order to properly prepare the premises for a new residential contract in the Spring semester. Residents will be deemed to have vacated in December regardless if they vacate on a date prior.

Unless otherwise indicated by the University Cashier's Office or other University designated office, any rent charges or payment to be pro-rated will be calculated as follows:

- For assignments billed once per month (installments), the prorated payment will be determined by dividing the monthly installment by the number of nights in the month for which the installment is being prorated.

- For assignment billed once per semester, the prorated payment will be determined by dividing the semester installment by the number of nights in the semester.

Rent charges, billed by semester or in installments, are based on the contract dates established herein and are not pro-rated based on actual dates of occupancy by the Resident.

Utilities. If the Premises are a Residence Hall, the charges for utilities (water, power and gas) shall be included in the Residence Fees. Residents are expressly prohibited from opening or contracting any municipal or regulated utility to any University building or residential unit within a building.

Meal Plans. When assigned a required meal plan, the Resident shall be obligated under this Contract to pay the cost of the meal plan as part of the Residence Fees. Required meal plans are mandatory and may not be cancelled by the Resident. Failure of the Resident to use all of the meals or Dining Dollars offered in such meal plan shall not entitle the Resident to any refund or credit. Further specifics pertaining to required meal plans are set forth in Section "M" below.

Telephone Service. Landline telephone service is not provided in University Housing Facilities. All University Housing Facilities are equipped with common area emergency phones in lieu of active phone lines in individual rooms or apartments. Residents are expressly prohibited from opening or contracting any landline, cell or cable telephone / data access service to any University building or residential unit within a building.

Parking. There are limited parking spaces available and parking costs are not included in the Residence Fees. The Resident may apply for a University parking permit from USC Transportation Services.

Payment of Residence Fees.

- **Residence Halls.** If the Premises are located within a Residence Hall or suite-style building, the Residence Fees shall be due and payable to the Cashier's Office prior to the Fall and Spring semesters with the Resident's confirmation of enrollment for the Fall and Spring semesters, or at such other time as may be designated by the University Cashier's Office or the Housing Services Office.
- **Apartments.** If the Premises are an apartment for which rent is charged in monthly installments, Residence Fees shall be due and payable to the Cashier's Office at such other times as may be designated by the University Cashier's Office or the Housing Services Office. If the Premises are an apartment for which rent is charged once per semester, the Residence Fees shall be due and payable to the Cashier's Office prior to the Fall and Spring semesters with the Resident's confirmation of enrollment for the Fall and Spring semesters, or at such other time as may be designated by the University Cashier's Office or the Housing Services Office.
- **Summer Occupants.** If the Resident is occupying the Premises for the summer, all Residence Fees must be pre-paid to the University Cashier's Office or the Housing Services Office prior to the Resident taking occupancy of the Premises.
- **Deferment.** If the Resident is a student and is awaiting receipt of a financial aid award and/or scholarships, the Resident may make arrangements with the University's Financial Aid Office to execute a deferment in an amount equal to the entire Residence Fee balance for the current semester, excluding the Confirmation Payment which must be paid to USC Housing directly upon submission of a signed/electronically confirmed Contract.
- **Partial Payment.** The Resident hereby acknowledges that acceptance by the University of payment of delinquent Residence Fees shall not constitute a waiver of the University's right to exercise such rights and remedies as the University is entitled to under Section "J" above for failure to pay such Fees, including without limitation the University's right to terminate this Contract for failure to pay Residence Fees.

Notwithstanding anything to the contrary herein, during a Pandemic, Resident may not be able to occupy the Premises, Resident's right to use Common Areas or other facilities in the University Housing Facility or the University campus may be significantly restricted and/or certain utilities and/or meals under a Meal Plan may not be available to the Resident. Furthermore, during a Pandemic, certain companies or staff contracted by the University to provide certain services to the University Housing Facilities may not be available or significantly limited. Resident acknowledges that in the event of such restriction or interruption associated with Resident's right to occupy the Premises, although the University may choose to refund a portion of Residence Fees associated with such interruptions at its sole and absolute discretion, the University shall not have the obligation to do so.

M. REQUIRED MEAL PLANS

When the Resident is assigned with a required dining plan ("Meal Plan"), all terms and provisions of this Contract, including those pertaining to the conduct of the Resident, shall apply to the Resident's use of the dining facilities. Undergraduate residents,

regardless of the Housing facility to which they are assigned, will have a required Meal Plan. Meal Plans are nonrevocable and nonrefundable.

Meal Plan Cancellation. Should this Contract be cancelled through USC Housing, it is the sole responsibility of the Resident to notify the USCard Office of such cancellation in order to receive a refund of any portion of the cost of the Meal Plan to the extent the Meal Plan is revocable or refundable. If the Resident fails to comply fully with the cancellation procedures set forth above, or if the Resident fails to register for class with the University or to check in to the Premises, or to use the Meal Plan, the Resident will nevertheless be bound to all terms and conditions and be responsible for all fees associated with the Meal Plan for the entire academic year. Meal Plans may not be cancelled separate from cancellation of this Contract.

Meal Plan Use. The Resident's rights under the Meal plan are personal to the Resident and may not be sold, assigned, or otherwise transferred to any other person. The Resident shall not be entitled to any refund or credit for the Resident's failure to take any meal or to use any Dining Dollars offered under the Meal Plan. If the Resident desires to change the Meal Plan, such change must be directed in writing to the USCard Office during the first two weeks of Fall or Spring Semester. No changes shall be granted after such date.

N. RESIDENTIAL STANDARDS OF CONDUCT

By executing this Contract and accepting an assignment to University Housing, the Resident is agreeing to become a member of a residential community, to abide by any particular rules and regulations applicable to such particular residential community, and to behave in a manner which does not materially or adversely interfere with other occupants' use and enjoyment of the Premises or Building or other University Housing Facilities. Certain University Housing Facilities may have particular rules, regulations, or supplemental contractual provisions governing occupancy of such Facilities. Such agreements include supplemental "Roommate Success Plans" facilitated by Residential Education staff for the purpose of managing roommate conflicts. The Resident shall be required to abide by the terms of any such rules, regulations, or supplemental agreement. Failure of the Resident to abide by the same shall constitute a breach by the Resident under this Contract, in which event the University shall be entitled to reassign the Resident to different University Housing Facilities, and/or to exercise the University's rights and remedies set forth in Section "J" above.

Hall and Floor Meetings. Residents are responsible for attending and participating in all building, community, hall and floor meetings. Residents are accountable and responsible for all information provided at building, hall and floor meetings, regardless if they attended, as required or not.

Discrimination and Harassment. By consenting to the Contract, the Resident agrees to abide by all student policies governing prohibited discrimination and harassment as outlined in the University's Policy on Prohibited Discrimination, Harassment, and Retaliation.

Personal Care. Residents are responsible for their own self-care and personal needs.

Resident Behavior. Residents must refrain from actions that violate the USC Student Handbook, disrupt the normal functioning and operation of University Housing, or pose a risk of harm to the community.

Residential Dining Hall Behavior. Residential dining halls (USC Village Dining Hall, Parkside Residential and Everybody's Kitchen) (the "Dining Halls") are a part of the Residential Community. Residents and guests are required to comply with all policies and regulations outlined in both the USC Housing & Hospitality Services Contract & Living Agreement, the USC Student Handbook, and any other applicable policies. The following behaviors in the Dining Halls are prohibited:

- **Disruption and Disorderly Conduct**. Threats, intimidation, harassment, abusive acts, and conduct that is disruptive of Dining Hall operations or the quiet enjoyment of Dining Hall services by other patrons are prohibited.
- **Possession or Use of Alcohol or Drugs.** Possession of alcohol or drugs, including entering the Dining Halls under the influence of alcohol or other drugs, is prohibited. **Resident agrees that University shall have the right in its sole and absolute discretion to immediately confiscate and dispose of any alcohol or drugs that are brought into Dining Halls, including but not limited to the destruction or disposal of any prohibited items found on the premises by appropriate means, which may include flushing, transfer to law enforcement, or other lawful disposal methods. Additionally, the University shall have the right to refer any such action by the Resident to appropriate Federal, State, or local law enforcement officials for further action. Resident expressly waives and releases any and all claims against the University, its officers, employees, and agents for any losses, damages, or liabilities incurred as a result of the confiscation, transfer, or disposal of such prohibited items or referral to law enforcement.**
- **Vandalism or Theft**. Vandalism, and theft, including the removal of silverware, dishes etc. from the Dining Halls, are strictly prohibited.

USC Village Dining Hall, Parkside and Everybody's Kitchen are all-you-care-to-eat facilities. Residents and guests may eat as much as they would like while dining inside the facility, however, food is not permitted to be taken outside of the facilities. Exceptions are: (1) the use of one To Go swipe daily if on an unlimited plan; or (2) the purchase of one To Go meal per swipe on all other plans.

Staff Direction. Residents and their guests are required to comply with official requests of University staff members including all Housing and Residential Education staff. Failing to answer doors, being uncooperative, threatening or intimidating, failing to provide information/identification, providing false information/identification, or otherwise interfering with staff are all prohibited.

O. RULES GOVERNING ROOM USAGE

By executing this Contract and accepting an assignment to University Housing, the Resident is agreeing to abide by any particular rules and regulations regarding the use of such Premises or Building or other University Housing Facilities during the term of this Contract. Failure of the Resident to abide by the same shall constitute a breach by the Resident under this Contract, in which event the University shall be entitled to reassign the Resident to different University Housing Facilities, and/or to exercise the University's rights and remedies set forth in Section "J" above.

Cleaning and Housekeeping. The Resident is responsible for maintaining the Premises as a clean, sanitary and non-hazardous living environment and emptying personal trash in the University designated dumpsites or trash rooms provided. If the Resident shares the Premises with other Permitted Occupants, all such Permitted Occupants, including the Resident, shall be jointly responsible to clean all common areas of the Premises, and the Resident and each Permitted Occupant shall be responsible for cleaning their own room. (Bathrooms in Parkside International Residential College and Arts and Humanities Residential College and McCarthy Honors College suites are cleaned by the University. It is the responsibility of residents living in these communities to prepare the bathrooms for the weekly cleaning by clearing countertops and showers.) Additionally, any obstructions in entryways or any items that block heaters must be removed.

Bathroom Policy. Residents and their guests may use restrooms that correspond to their gender identity. Residents or guests who identify as nonbinary may use the facility which they find best aligns with their gender identity.

Common Area Usage. The hallways, passageways and stairwells, lounges, gyms, classrooms, computer rooms, laundry rooms, lobbies, elevators, common restrooms, food or drink vending facilities, lawns and other common areas are collectively referred to herein as the "Common Areas." Common Areas are reserved for the use of Building residents. The use of Common Areas by non-residents is limited and up to the sole and absolute discretion of USC Housing and Residential Education.

Hallways must be kept free of obstructions. Sleeping in lounges or other Common Areas is prohibited, unless that area has been designated by USC Housing as temporary housing or is in conjunction with an official hall-sponsored event. Use of Common Areas for group activities requires prior written approval from Residential Education staff.

At no time shall the Resident or any other occupants of the Premises place or store any personal property or other items in the Common Areas in the Building. The University shall be entitled to assess a reasonable administrative fee against the Resident (or, in the University's discretion, all occupants of the Premises, Building, Floor or Wing, including the Resident, on a pro rata basis), for the removal (and, if applicable, storage) of any personal property or other items placed in the Common Areas by the Resident or the other Permitted Occupants of the Premises.

In University Residence Halls, although University custodial service is provided for certain portions of the Common Areas, it is the shared responsibility of all occupants thereof, including the Resident, to keep the Common Areas in a clean and orderly state. Deliberate acts by the Resident that create litter or disarray, or remove furnishings or property from Common Areas are subject to an administrative fee for replacement and repair, and constitute grounds for disciplinary action. In the University's discretion, the University may assess an administrative fee against all occupants of a particular Premises, floor, or Building on a pro rata basis for cleaning of Common Areas beyond normal maintenance.

Furnishings. All Housing facilities are furnished. The University will not remove or store the furniture provided in the Premises.

Vacant Space Usage. The University shall have the right to assign an eligible student to any vacant space in University Housing without the prior approval or notification of the current residents of the Premises.

The Resident shall be permitted to occupy only that portion of the Premises contracted to them. If the Premises are designed as a shared space, it is strictly prohibited for the Resident to take possession (through behavior or property placement) of space within that Premises which is not covered by this Contract, or to engage in coercion or inappropriate communication with the intent to discourage a student from moving in to their assigned space. In such cases, the Resident will be referred to the Residential

Education Review process, and in addition, the Resident agrees to pay an additional fee equal to the daily rate of that space for each day the Resident does not take corrective action to make the space available as indicated by USC Housing.

Assignment and Subletting. The assignment of the Resident's rights under this Contract, or the subletting of all or a portion of the Premises, to any other person is prohibited.

Guest Policy. A "guest" is defined as any individual not assigned to a particular room or apartment. Typically, the Resident is entitled to have guests, including an overnight guest (considered any guest who is at the Premises during Quiet Hours as defined below), on the terms and conditions set forth in this paragraph. However, Resident expressly agrees that the University may impose limitations on guest access in the event of a public health emergency, such as a Pandemic, riot, protest, civil unrest, or as necessary to protect the health, safety, and well-being of the occupants of University Housing Facilities, as determined by the University. Guests may only be permitted in the Premises under certain terms and conditions as set forth below and as the University may from time to time adopt in its sole and absolute discretion and without advance notice.

All guests must comply with all terms and conditions of this Contract, and must respect the rights of others to the quiet use and enjoyment of the Premises or the Building. The guest cannot be in the building, apartment, room, etc without the host being present. The Resident shall be fully responsible for the conduct of their guests and for informing the guest of any University rules and regulations pertaining to conduct within the Premises or the Building. Guests of the Resident will not be allowed to arrive prior to or stay after the Contract start and end dates.

In the event that the Resident desires to have an overnight guest in the Premises, in addition to the provisions set forth in the preceding paragraph, the following shall apply. The Resident must register the guest with the Customer Service Center or its designated agent. Upon registration, the guest will be issued a guest pass which must be carried while in the Building. An overnight guest may not stay in the Premises for more than three (3) consecutive nights and may only do so twice within a month. Each Resident is allowed a maximum of two (2) guests at any single time in the Residence Halls and Suites. In Apartments, each Resident is allowed a maximum of four (4) guests at any single time, but shall not exceed two (2) overnight guests. Guests will not be issued keys or access cards at any time. If the guest(s) is a minor, the guest must provide parent or guardian approval for the overnight stay to the Customer Service Center or its designated agent. During home football games and other special occasions, additional limitations and/or restrictions on guest visitation may be implemented. Furthermore, the University may impose further restrictions on guest visitation pursuant to federal, state and local directives arising from a Pandemic.

The University reserves the rights to limit the number of guests the Resident may have and to refuse guest privileges to any individual. The University also reserves the right to require guests to leave the Premises, the Building, or the University campus if such guest violates University rules or regulations or federal, state, or local laws, and/or if such guest disturbs or threatens the health and safety of other occupants of the Premises or the Building, or other students, faculty, or staff of the University. Additionally, in the event of a violation of the foregoing guest policy by a guest, the University reserves the right to deny further guest privileges to the Resident or any Permitted Occupant of the Premises, and to deem the prohibited conduct of the guest to be a breach of this Contract by the Resident, entitling the University to all rights and remedies set forth in Section "J" above.

Maximum Occupancy. The number of individuals who may occupy a room, suite or apartment at any given time is limited to the lesser of (i) three (3) times the number of residents assigned to the room, suite or apartment, or (ii) a maximum of twenty (20) occupants.

Quiet Hours Policy. Established quiet hours are a minimum of 11:00pm to 8:00am the following morning, Sunday through Thursday. On Friday and Saturdays, quiet hours begin at midnight and end at 8:00am the following morning. Quiet hours are extended to 24 hours a day during study days and Final Exam periods.

During quiet hours, noise from stereos, amplified music, televisions, musical instruments, radios, voices, etc., should not be heard by people in neighboring rooms, corridors, or areas outside of the Building*.

Excessive noise in or around a University Housing Facility that infringes on the use and enjoyment of such Facility by other occupants is not permitted. The Resident is expected to comply with the requests of others, including Housing and Residential Education staff and community members, to comply with this policy.

Exceptions may be made for Residential Education approved programming at University's sole and absolute discretion.

*****Due to the communal nature of the living environment, a certain amount of noise can be expected throughout the day, even during quiet hours. As a courtesy to other residents, the Resident or their guests should be thoughtful and considerate of others at all times and refrain from creating excessive or unreasonable noise in or around University Housing Facilities.

Prohibited Enterprises. University Housing is provided in support of the educational mission of the University, and is not intended to serve as a center for private enterprise or personal profit in any form. Consequently, the Premises or any part thereof shall not be used for the operation of a business or as the "base" or "office" of any business enterprise. This includes prohibition of email, web site, social

media or other services operated for any reason or purpose not directly related to or required by a University program. In addition, University Housing may not be used for the purpose of creating any sexual recording or other digital content of a sexual nature for sale, such as pornography.

Keys. The Resident shall be responsible for the keys to the Premises issued by the University, including mailbox keys. Residents shall not give keys to other residents or guests to use as a means to access University Housing Facilities. If the Resident loses their key(s), such loss could result in a threat to the security of the Premises and the Permitted Occupant(s) thereof. If a lock and key change to the Premises is required as a result of the Resident losing their key, or if the Resident fails to return their keys to the Customer Service Center designated for the Premises upon expiration or earlier termination of this Contract, the Resident will be charged for having the lock changed and having new keys issued to the Resident and the Permitted Occupants of the Premises. The Resident shall not be entitled to have their keys to the Premises or the Premises mailbox duplicated, except by the University. In no event shall the Resident alter or repair a lock to the Premises, its mailbox, or to any part of the Building.

Lock-outs. If the Resident is locked-out of the Premises during Customer Service Center business hours, the Resident may borrow a key to the Premises for no more than thirty (30) minutes. In the event that the Resident fails to return such borrowed key within the thirty (30) minute period, the key will be presumed lost, and the University shall change such lock, at the Resident's expense. If the Resident is locked-out of the Premises after Customer Service Center business hours, the Resident is directed to contact the Resident Assistant on emergency response for the area. Resident will be required to provide positive identification and proof of occupancy at the Premises. All lock-outs, regardless of the time they occur, will be recorded. The first and second recorded lock-outs requiring the assistance of either Housing personnel or Residential Education shall be handled free of charge. Assistance for the third lock-out shall incur a fee of $25.00. The fee shall increase cumulatively by $25.00 for each subsequent lock-out during the period of this contract. After the fifth recorded lock-out, the Resident may be referred for disciplinary action.

Alterations. Alterations are not permitted to the Premises or to any University property, including without limitation, furniture located within the Premises or the Building. The Resident may not utilize additional supports or brackets not provided by the University to reconfigure furniture from its original state (e.g. lofting beds). University property, fixtures, appliances, and equipment and furniture must not be removed or relocated from the Premises or from Common Areas, or from any other location designated therefore. The Resident may not install on the Premises a satellite dish or similar device for the reception of television services such as Direct TV, DISH Network, etc.

Damages. Residents will be held responsible for damage, either caused willfully or negligently, to University property. Any damage to University operated facilities caused by the Resident or their guest(s) beyond that arising from normal wear and tear will be charged to the Resident. If the individual responsible for the damage, loss, or defacement cannot be determined for Common Areas, charges will be assessed equally to all Residents of the Premises or Building. Cases may be referred through the University conduct system, University administration or other legal channels for further action. Damage should be reported to USC Housing immediately. The Resident is not authorized to attempt to repair damages and doing so may result in additional charges.

Decorations/Posting Policy. The following actions are prohibited, and shall entitle the University to exercise its remedies set forth in Section "J" above, and the Resident shall be obligated, on demand, to reimburse the University for the cost of repainting, repairing, or replacing the items or portions of the Premises painted or damaged by the Resident. Any decorations must be approved by both Housing and Residential Education.

- **Paint.** The Resident under no circumstances shall be permitted to paint any part of the Premises, including without limitation, woodwork, ceilings, doors, furniture, appliances and vinyl-covered walls.
- **Ceiling Decorations.** Stickers, including glow-in-the-dark stars or paint, are not allowed on the ceilings or walls of the Premises. No items of any sort may be hung from the ceiling, ceiling lamps, smoke detectors or fire-suppression sprinklers at any time.
- **Door Decorations.** Only materials posted or approved by Housing or Residential Education staff are permitted on doors. All other postings are prohibited. Please note that the Housing or Residential Education staff retains the authority to remove any prohibited postings.
- **Window Decorations**. Posting materials on room/suite, hallway or lounge windows and/or displaying items through windows is not allowed (unless approved by Residential Education staff).

The Resident shall not post material on painted surfaces, doors, bulletin boards, corridors, hallways, emergency exit pathways, stairwells, elevators, laundry rooms, balconies, windows or glass surfaces unless approved by a USC Housing Customer Service Supervisor or by a Residential Education staff member. Approved items must be treated with fire retardant liquid and stamped as such in a visible location on the item.

For University owned off-campus apartment units, Resident may post materials in compliance with California Civil Code Section 1940.4. For all other Housing Facilities, Resident acknowledges and agrees that, for purposes of this section, the University is not a landlord and the Resident is not a tenant within the meaning of California Civil Code Section 1940.4, or any successor statute, and that the provisions of Section 1940.4 do not apply to this Contract or the Resident's occupancy of the Premises. By signing this Contract, the Resident expressly waives any rights or remedies they may otherwise claim under California Civil Code Section 1940.4. This waiver is knowingly, voluntarily, and intentionally made by the Resident as a condition of their residency under this Contract.

Personal Property. By signing/electronically confirming this Contract, the Resident acknowledges that all personal property of the Resident kept, placed, or stored in the Premises shall be at the Resident's sole risk, and the Resident hereby waives any claims or causes of action against the University or its contractors, agents, or employees for loss, damage, or theft of any personal property of the Resident. Resident shall remove from the Premises its personal property and belongings prior to vacating the Premises in the case of expiration of the Term or any sooner termination of this Contract. This provision shall apply with equal force to any personal property that the Resident leaves in or about the Premises following the Resident's Check-Out from the Premises or due to a Pandemic Relocation or Pandemic Move-Out. If the Resident desires protection for any personal property, the Resident must obtain personal property loss insurance from an independent insurance carrier at the Resident's sole cost and expense.

P. PROHIBITED ACTIVITIES

In order to protect the health, safety, and well-being of all occupants of University Housing Facilities, the activities and conduct set forth below are not permitted in the Premises, Building, or any University Housing Facilities, either by the Resident, the Permitted Occupant, or their respective guests. Failure to comply with this provision shall entitle the University to exercise its rights and remedies set forth in Section "J" above, including without limitation the eviction of, legal action against and/or referral to the Student Conduct Process of the Resident, the Permitted Occupant, or their respective guests. The following shall constitute a nonexclusive list of the activities that are not permitted in the Premises under any circumstances:

Car Washing. Car washing is prohibited in and around all University Housing Facilities, including USC Parking Structures and Lots.

Chalking. Chalking on University Housing Facilities and walls is prohibited. Chalking is only permitted on sidewalks with the prior written approval by Housing or Residential Education staff.

Closet/Cabinet Door Removal. Removing closet/cabinet doors is prohibited. If doors are removed, they will be re- installed immediately and the Resident responsible will be charged.

Counterfeiting. Copying, manufacturing or otherwise altering University documents is prohibited. This includes, but is not limited to, parking permits, USCards, and guest passes.

Entering and Exiting of Buildings Improperly. It is prohibited to bypass, ignore or otherwise not follow access control and security check procedures when entering any USC Housing facility. It is additionally prohibited to use stairs and exits designated for emergency use only unless it is in the course of an actual emergency evacuation. Failure to follow security and safety procedures or inappropriate use of areas marked for emergency use only may result in removal from USC Housing.

Gambling. Gambling in or around any University Housing Facility is not permitted.

Recording and Photography. No person may film, audio record, or take photographs of any person without that person's explicit knowledge and consent. Written approval from USC Housing is required for any commercial or otherwise organized filming operation in or around Housing facilities. This includes student projects and any other filming not specifically for personal use. All commercial filming anywhere on USC property must be coordinated through the USC Campus Filming Office. No filming, recording, or photographing sexual acts or unclothed individuals for the purpose of selling or distributing such filming/recording/photograph(s) is allowed.

Skates/Skateboards/Bicycles/Scooters. The use of roller skates, roller blades, skateboards, bicycles, scooters, hoverboards, etc. is prohibited in University Housing Facilities, including, but not limited to, in student rooms, building lounges, hallways and common areas. Trick riding and stunts create a safety hazard and are prohibited on walkways or in other areas within the vicinity of University Housing Facilities. Bicycles, scooters, etc. must follow campus parking enforcement policies.

Smoking. Smoking (including the use of electronic and vapor cigarettes) is prohibited in all University-owned and operated Housing Facilities with no exception, including within vehicles parked on those properties. Smoking is prohibited in all indoor and outdoor University properties, pursuant to the USC Smoke Free Policy, regardless of roommate consent and regardless if the Resident is the sole

occupant of the Premises. All Common Areas of any University Housing Facility, including fire pits and patios are designated non-smoking areas.

Solicitation. Telephone, electronic or "Door-To-Door" solicitation in University Housing Facilities of any kind is prohibited, unless pre-approved in writing by USC Housing and/or Residential Education. Solicitation is defined as any activity that seeks to make contact with residents to collect information, sell items, or gain support from residents at the University (such as advertising, selling, petitioning, campaigning, distributing flyers, and surveying residents).

Sports and Roughhousing. University Housing Facilities, including hallways and lounges, may not be used as grounds for sports, wrestling or roughhousing.

Tampering. Tampering with or propping doors is prohibited as is the use of any object to cover and/or obstruct the door locking mechanism. Tampering with, or misuse of, elevators is prohibited. Tampering with or covering smoke detectors is prohibited.

Theft or Misuse of Property. Theft, tampering, possession, damage, destruction, or misuse of personal or University property is prohibited.

Trespassing. Entering into, accessing, or otherwise using for any purpose roofs, ledges, basements, utility or other service closets, or any other areas of the Premises, the Building, or any University Housing Facility, which are designated as prohibited areas is a violation of this Contract. The use of ledges and roofs for any purpose, hanging or sitting on balcony railings, and the scaling of Building exteriors is prohibited.

Vandalism. Damage, removal, or defacing of University or personal property is prohibited.

Violation of Law or Regulations. Engaging in any activity in violation of Federal, State or local laws, regulations or rules, including congregating during a Pandemic other than with the roommate(s) occupying the Premises concurrently with the Resident, is prohibited.

Windows. The removal of windows or window screens for any duration of time, climbing in and out of windows, and/or throwing any objects from windows, ledges, roofs, and balconies is prohibited.

Wiring. Taping electrical cords to the carpet or walls is prohibited.

O. PROHIBITED POSSESSIONS

In order to protect the health, safety, and well-being of all occupants of University Housing Facilities, the items and objects set forth below are not permitted in the Premises, Building, or any University Housing Facilities, either by the Resident, the Permitted Occupant, or their respective guests. The Resident shall be obligated, on demand, to reimburse the University for the cost of cleaning, repairing, or replacing items within or portions of the Premises or Common Areas damaged by the presence or use of any prohibited item. Resident brings prohibited items into the Premises, Building, or University Housing Facilities at their own risk and agrees that any prohibited possessions may be confiscated and disposed of by the University at its sole discretion. **Resident expressly waives and releases any and all claims against the University, its officers, employees, and agents for any losses, damages, or liabilities incurred as a result of the confiscation, transfer, or disposal of such prohibited items.** Failure to comply with this provision shall entitle the University to exercise its rights and remedies set forth in Section "J" above, including without limitation the eviction of, legal action against, and/or referral to the Student Conduct System of the Resident, the Permitted Occupant, or their respective guests. The following shall constitute a nonexclusive list of the items that are not permitted in the Premises under any circumstances:

Personal Beds. Personal beds, including waterbeds, placed by the Resident, the Permitted Occupant, or their respective guests are prohibited.

Candles & Incense. The possession, storage or use of candles and incense in University Housing Facilities is prohibited.

Cooking Equipment and Appliances. Cooking is only permitted in designated areas and Residents are responsible for maintaining a clean and safe cooking area. Cooking equipment and appliances, such as, but not limited to, microwave ovens, hotplates, toaster-ovens, water heaters, coffee makers, barbecues, rice cookers and other electrical or gas cooking instruments are prohibited in student rooms and other spaces not designated for cooking with the exception of living units with kitchens. "Microfridges" are restricted to spaces deemed acceptable by USC Housing and may not exceed 4.5 cubic feet. Minor kitchen appliances are allowed in the living units with a kitchen. The Resident should consult with Residential Education staff for specifics.

Dart Boards. Dart boards are prohibited due to the potential for property damage and personal injury.

Electronic and Vapor Cigarettes. Electronic and vapor cigarettes are not permitted in University Housing Facilities.

Electrical Appliances. Electrical appliances, equipment, or other devices that are not UL approved and labeled are prohibited.

Fireworks and Explosives. Possession, storage or use of any fireworks or explosives in or around University Housing Facilities property is prohibited.

Hazardous Materials. Storage or use of hazardous materials, flammable liquids, gasses, or corrosive materials in any quantity is prohibited in and around University Housing Facilities.

Heating and Air Conditioning. Individual air conditioning units and space heaters are prohibited.

Hookahs. The possession, storage, or use of hookahs in University Housing Facilities is prohibited.

Tobacco. USC is a smoke-free campus, which includes the prohibition of tobacco, cloves, or shisha possession or use on campus property, including all USC Housing facilities. See USC Smoke Free Policy.

Lamps and Lighting. Non-LED lights, such as halogen and incandescent halogen and torchiere-style lamps, as well as non-LED decorative string lights, are prohibited in University Housing Facilities. Strobe lights are also prohibited.

Laundry Machines and Dishwashers. Personal washing machines and dryers or dishwashing units may not be used or installed in University Housing Facilities.

Motorized Vehicles. No motorized (including electric motors) vehicles or machines (e.g., motorcycles, electric scooters, jet skis, hoverboards, skateboards, bicycles, etc) can be brought into, or stored in University Housing Facilities due to the potential for fire damage and personal injury. Motorized scooters/motorcycles with a valid parking permit may be parked in designated parking areas in accordance with Appendix VI to the USC Student Handbook.

Open Flames. Open flames, including cigarettes on balconies and ledges, barbecues and hibachis, candles, and incense are prohibited. Lighting any object that maintains an open flame (e.g., candles, incense, sterno) is prohibited in and around University Housing Facilities.

Pets. Except as provided for in the University's policies and applicable law relating to service animals and assistance animals, pets and animals are prohibited in University Housing Facilities at all times. This includes visitor's pets, regardless of length of stay.

Exception: Aquarium fish in tanks not to exceed 10 gallons. Limit of one tank per Premises.

Pianos. Personal pianos are not permitted in University-owned Premises.

Satellite Dishes. Satellite dishes are prohibited in or around University Housing Facilities. The Resident may not install on the Premises a satellite dish or similar device for the reception of television or related services such as Direct TV, DISH Network, etc.

Shopping Carts. No shopping carts can be brought into, or stored in, University Housing Facilities.

Smoke or Fog Machines. The possession, storage or use of smoke and/or fog machines in University Housing Facilities is prohibited.

Weapons. Possession, use, or threatened use of any weapon is prohibited. This includes, but is not limited to: firearms (with or without a California permit), ammunition, knives with blades over 2.5 inches (except kitchen knives used in a lawful manner, e.g. food preparation or food consumption), retractable bladed knives, any device which closely resembles a firearm (including air/water/gas propelled guns, BB guns, paintball guns, gun replicas, or any projectile devices). Personal defensive devices (e.g., stun guns, tasers) are also prohibited. Violation of this policy will result in an immediate referral to the Interim Action Committee and is grounds for Contract cancellation and eviction.

R. ALCOHOL AND DRUG POLICY

Violation of the following policy shall be a breach of this Contract, entitling the University to exercise its rights and remedies set forth in Section "J" above, and in the University's discretion shall also be grounds for disciplinary action in accordance with the USC Student Handbook, which may include without limitation, suspension or expulsion from the University.

Alcohol Use by Residents Under 21 Years of Age. It is a violation of policy for persons under the age of 21 to possess, distribute, consume, or be in the presence of alcohol.

- **Consumption of Alcohol**. The consumption of alcohol by persons under the age of 21 is prohibited. Those under 21 who are suspected of either being under the influence of or in possession of alcohol (because of odor, disruptive behavior etc.) are also in violation of this policy.
- **Presence of Alcohol**. It is prohibited for Residents under the age of 21 to be in the presence of alcohol or others consuming alcohol in Housing facilities. Residents under the age of 21 who fail to remove themselves from incidents where alcohol is present or are suspected of being under the influence or in possession of alcohol are also in violation of this policy.
- **Presence of Containers**. The possession or display of alcohol containers, opened or closed, (e.g. cups, cans, bottles, cases/boxes, even if used as decorative items) by Residents under the age of 21 is prohibited.

Alcohol Use by Residents Over 21 Years of Age. Carrying, storing or consuming open containers of alcoholic beverages in public (e.g., lounges, hallways, stairwells, common bathrooms, shared refrigerators or outdoor areas) is prohibited. Consuming alcohol in the presence of persons under the age of 21 is prohibited. It is also prohibited to be in the presence of individuals under the age of 21 who are consuming alcohol. Residents and guests who are 21 or older may consume and store alcohol (in such amounts as are appropriate for responsible personal use) within the privacy of their own room, apartment, or suite (not in public view or in shared refrigerators). All beverage containers must be properly removed after use.

Alcohol-Large Quantities. Residents, regardless of age, are prohibited from using or storing alcohol that is excessive for responsible personal use. Possession or use of any empty or full keg, party ball, or other mass drinking device (e.g., beer bongs) is prohibited.

Alcohol-Games. Possession of alcohol paraphernalia used for games, such as beer bongs and beer pong tables, or replication of alcohol games are not permitted anywhere in the Premises or Building.

Alcohol Distribution. The purchase for, or distribution of, alcohol to anyone under age 21 is prohibited.

Illegal Drugs / Controlled Substances. The possession, use, distribution, cultivation, manufacture, or sale of illegal drugs (including cannabis) or unauthorized controlled substances is prohibited. Additionally, being in the presence of illegal drugs or unauthorized controlled substances is prohibited within, or in the vicinity of, University Housing and campus. Students suspected of using drugs (because of odor, disruptive behavior or by information brought to the staff) will have their actions documented. The use of cannabis, including medicinal, is illegal under federal law and is prohibited within, or in the vicinity of, University Housing and campus.

Drug Paraphernalia. The possession of drug paraphernalia (e.g., bongs, pipes, and vaporizers) is prohibited.

Behavior While Under the Influence of Alcohol. Being under the influence of alcohol is not an excuse for violating University policy. The inability to exercise care for one's own safety or the safety of others due to alcohol consumption is considered a violation of policy. Any Resident, regardless of age, evaluated by Emergency Services due to alcohol consumption may be referred to the Residential Education Review process.

Behavior While Under the Influence of Illegal Drugs or Unauthorized Controlled Substance. Being under the influence of illegal drugs or unauthorized controlled substances is not permitted in or around University Housing Facilities. The inability to exercise care for one's own safety or the safety of others due to illegal drug or unauthorized controlled substance consumption is considered a violation of policy. Any Resident, regardless of age, evaluated by Emergency Services due to illegal drugs or unauthorized controlled substance use may be referred to the Residential Education Review process (subject to the Health and Safety Intervention Policy set forth in the USC Student Handbook).

S. STUDENT PRIVACY

Non-Disclosure of Premises Assignment. The University shall use reasonable efforts to prevent the disclosure of the Premises to which the Resident is assigned, or the identity of the occupants of any Premises, to persons who are not affiliated with the University, unless the Resident files prior written authorization of such disclosure with Housing.

Right of Privacy. Where reasonably feasible, the University shall endeavor to avoid infringing upon the Resident's privacy in the Premises. Except as provided below, the Premises and the Resident's property or possessions contained therein shall not be searched, unless first authorized by the Vice President of Student Life or their designee. Notwithstanding the foregoing, University or emergency personnel (including Department of Public Safety personnel) may enter the Premises at any time when the University reasonably deems it necessary or advisable under the following circumstances:

- in cases of emergency, where the University determines that there exists a clear and imminent threat to the well-being of the occupants of the Premises, the Building, University personnel, or any other persons in or about the Building, or to their respective real and/or personal property;
- for the purpose of conducting Health and Safety inspections, completing repairs requested by the Resident and installing upgrades;
- when the University reasonably determines that there exists in the Premises reasonable suspicion of a violation of University rules or regulations or federal, state, or local laws;
- for routine Department of Public Safety patrols of the Building's hallways and Common Areas.

University Access to Rooms. The Resident may not change or cause to be changed any lock or place any additional locks on any door(s) of the Premises or the Building. The Resident acknowledges and agrees that the University must have and retain immediate access to all portions of the Premises for the purpose of responding to emergencies, performing maintenance or Health and Safety inspections, and investigating reasonable suspicions of any violation of University rules or regulations or any federal, state or local laws. The University reserves the right and the Resident grants the right to the University to make unannounced and unscheduled entries of all portions of the Premises for the purposes of responding to emergencies, performing maintenance or Health and Safety inspections, investigating reasonable suspicions of any violations of University rules or regulations or any federal, state or local laws, and ensuring and maintaining the compliance with University rules and regulations. If the Premises are only partially occupied, the University reserves the right and the Resident grants the right to the University to enter the Premises at any reasonable time to show said vacant space to a prospective occupant.

Health and Safety Inspections. To ensure buildings and rooms in University Housing Facilities meet all University health and safety standards, representatives of Housing conduct Health and Safety Inspections at least once a semester, as well as during winter recess or when otherwise warranted. Housing reserves the right to take photographs of the Resident's room and belongings in order to document issues of concern during these inspections.

T. FIRE AND SAFETY

Residents are responsible for familiarizing themselves with the location of fire alarms, smoke alarms, fire-fighting and life-safety equipment, emergency exits, and emergency procedures of their Premises and Building. Fire safety orientations are held in most Buildings during the Fall semester. In all other Buildings, fire and earthquake safety information is posted on the back of the Premises doors or elsewhere in the Premises. **The emergency telephone number for summoning fire, police and ambulance services is (213) 740-4321.**

All housing facilities are equipped with automatic sprinkler systems. Birnkrant Residence Hall, Marks Tower, Pardee Tower, Parkside Apartments and Webb Tower are designated as high-rise buildings. These facilities are equipped with standpipes as well as a unit and Common Area fire extinguishers, per Los Angeles Fire Department Code. All high-rise buildings are equipped with window restriction locks which shall not be tampered with during occupancy.

Fire Alarms. Activation of fire alarms (intentional or accidental) where there is no fire is prohibited. Persons placing false alarms, interfering with fire alarm systems, or interfering with firefighters are subject to disciplinary action, removal from University Housing Facilities, and/or prosecution under California law.

Fire Alarm Evacuation. Residents are required to immediately evacuate the Building when the alarm sounds. Persons failing to vacate the Premises during scheduled or non-scheduled fire drills and/or fire alarm emergency evacuations are subject to disciplinary action, removal from University Housing Facilities, and/or prosecution under California law.

Fire and Emergency Equipment. It is prohibited to tamper with any emergency equipment (e.g., fire alarm pull stations, window locks, smoke and heat detectors, fire extinguishers, hoses, fire sprinkler systems, exit signs, evacuation maps, lights). Persons tampering with fire and safety equipment will be charged for any damage caused by such actions and may be referred to the Residential Education Review Process.

Fire Damage. If a Resident intentionally starts a fire, or if a fire results from negligence, such Resident shall be held financially responsible for property damage or personal loss, and may be removed from University Housing Facilities.

Fire Lanes. Driving or parking motor vehicles on walkways and emergency roads is prohibited. Exceptions include University vehicles responding to service or emergency situations.

Emergency Doors. Doors designated for emergency use may only be used in the event of an actual emergency. Exiting through emergency doors at all other times is prohibited.

Full Name

USC ID

_____ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___

_____ _____

Signature of Resident

Date

Parent or guardian signature required for students / residents under 18 years of age at the time of contracting.

Parent or Guardian Full Name

_____

_____ _____

Signature of Parent or Guardian

Date

Relation to Student / Resident

_____