

Housing License Agreement

The Art Institute of Phoenix
STUDENT HOUSING LICENSE AGREEMENT
2233 West Dunlap Avenue Phoenix, AZ 85021 Toll Free: 800.474.2479

POLICIES & PROCEDURES

TERMS OF AGREEMENT –

Initial next to each section acknowledging you have read and understand the terms of this License Agreement

_____ **1. Housing Provided:** Under this Housing License Agreement (this "Agreement"), the Student must be enrolled and attending The Art Institute of Phoenix ("AI") in order to reside at the AI Student Housing facility and must be at least 18 years old at the time of the move-in date or turning 18 years old within three (3) quarters of the Student's move-in date unless approved in writing by the Dean or Director of Student Affairs of AI or his/her designee. The Student acknowledges that AI may order a criminal record and/or background check on the Student and AI may make student housing decisions based on the results of such record or check. AI will make available to the Student herein, for customary and lawful residential purposes, in common with other students (if any) assigned to the same facilities, one space in a room, apartment or town house unit to be designated by AI on/before the beginning date of the Term specified in Paragraph 2 (the "Unit"), in the housing complex (the "Complex") located at **San Valiente Apartments 2220 West Mission Lane Phoenix, AZ 85021** or other locations as determined by AI.

_____ **2. Term:** Provided the Student is not in default under this Agreement, the Student will be entitled to occupy the Unit assigned by AI during the period specified under DATES OF OCCUPANCY on the last page of this Agreement, covering a maximum of 4 (consecutive if more than one) academic quarter(s) of AI, (together with the day before the quarter begins and the day following the last day of class, the "Term"), subject to the possibility of early termination as provided herein.

_____ **3. Occupancy Charge:** The Student will pay to AI an Occupancy Charge per quarter under this Agreement as follows. The Occupancy Charge is subject to increase in Fall Quarter of every year. Enter calendar year in which the quarterly terms fall during the DATES OF OCCUPANCY. License Agreements for Students who move in at mid-session begin on the date of occupancy: _____ Students are charged one-half the quarterly rate for the mid-session term and the full quarterly rates beginning on the date of the first full term.

2009	Fall	\$1791.00 per quarter for a 2 bedroom unit (\$597.00 per month) OR \$2160 per quarter for a 1 bedroom (\$720.00 per month)
2010	Winter	\$1791.00 per quarter for a 2 bedroom unit (\$597.00 per month) OR \$2160 per quarter for a 1 bedroom (\$720.00 per month)
2010	Spring	\$1791.00 per quarter for a 2 bedroom unit (\$597.00 per month) OR \$2160 per quarter for a 1 bedroom (\$720.00 per month)
2010	Summer	\$1791.00 per quarter for a 2 bedroom unit (\$597.00 per month) OR \$2160 per quarter for a 1 bedroom (\$720.00 per month)

The Student agrees to pay the above charge for the full term of this Agreement prior to the beginning of each academic quarter or as scheduled in his or her Student Financial Plan. The Student is responsible for compliance with this Agreement upon occupancy of the Unit or upon the start date below, whichever comes first. The Student agrees to pay additional Occupancy Charges for a single bedroom if one is available. The Occupancy Charge is exclusive of "telephone, internet, cable tv" or other special fees, rentals or tuition that may be due. The Occupancy Charge is exclusive of accommodations that may be provided during official school breaks or when facilities close during official school breaks for maintenance, cleaning and other administrative purposes.

_____ **4. Refund Policy:** NO PORTION OF THE OCCUPANCY CHARGE PROVIDED UNDER THIS AGREEMENT WILL BE WAIVED OR REFUNDABLE FOR ANY REASON AFTER IT HAS BEEN PAID OR HAS BECOME PAYABLE UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT PROVIDED IN THIS PARAGRAPH. IF THE OCCUPANCY OF THE STUDENT IS TERMINATED EARLY DUE TO (I) THE STUDENT'S WITHDRAWAL FROM SCHOOL, (II) A FAILURE OF THE STUDENT TO PAY PURSUANT TO SUBSECTION A OF PARAGRAPH 7, OR (III) THE TERMINATION OF THE STUDENT FROM SCHOOL PURSUANT TO SUBSECTION C OF PARAGRAPH 7, THEN THE STUDENT WILL BE RESPONSIBLE FOR **LIQUIDATED DAMAGES FOR EARLY TERMINATION BASED ON THE LAST DATE OF OCCUPANCY**. IF THE OCCUPANCY OF THE STUDENT UNDER THIS AGREEMENT IS TERMINATED EARLY BY THE STUDENT OR IF THE OCCUPANCY OF THE STUDENT IS TERMINATED EARLY BY AI UNDER SUBSECTION B OF PARAGRAPH 7 OF THIS AGREEMENT, THEN **THE STUDENT WILL BE RESPONSIBLE FOR OCCUPANCY CHARGES THROUGH THE REMAINDER OF THE CURRENT MONTH PLUS LIQUIDATED DAMAGES IN THE AMOUNT OF \$1500.00**.

ANY PREPAID AND UNUSED AMOUNT OF OCCUPANCY CHARGES IN EXCESS OF SUCH LIQUIDATED DAMAGES AND ANY OTHER FEES OWED BY THE STUDENT TO AI PURSUANT TO THIS AGREEMENT WILL BE REFUNDED PER THE PUBLISHED REFUND POLICY OF AI APPROXIMATELY THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THE TERMINATION (IN ADDITION TO ANY REFUND FROM THE LICENSE DEPOSIT UNDER PARAGRAPH 5 BELOW TO WHICH THE STUDENT MAY BE ENTITLED). LIQUIDATED DAMAGES ASSESSED HEREUNDER SHALL NOT REDUCE THE STUDENT'S LIABILITY FOR DAMAGES CAUSED TO THE UNIT OR PERSONAL PROPERTY THEREIN. PAYMENT OF LIQUIDATED DAMAGES SHALL NOT AFFECT THE STUDENT'S LIABILITY TO PAY ANY OTHER CHARGES, BILLS OR COSTS INCURRED DURING THE OCCUPANCY OR AS A RESULT OF ANY EARLY TERMINATION. ANY AMOUNTS OWED BY THE STUDENT HEREUNDER SHALL BE PAID WITHIN SIXTY (60) DAYS AFTER TERMINATION OF THIS AGREEMENT.

_____ **5. License Application Fee, Restoration Fee and License Deposit:** At or before the signing of this Agreement by the Student, he or she also will pay the total sum \$150.00 which will be applied as follows (a) \$0.00 as a License Application Fee (the "Application Fee"), which is non-refundable and applied immediately to the administrative cost of the application process, (b) \$100.00 as a Restoration Fee (the "Restoration Fee"), which is non-refundable and covers minimum standard cleaning charges when the Student moves out, and (c) \$50.00 as a License Deposit (the "Deposit"), which may be refundable pursuant to the terms of this Paragraph 5. All of these payments, including without limitation, the Deposit, will be placed in an account designated by AI and may be co-mingled with AI's other funds. The purpose of the Deposit

is to secure (a) payment of the Occupancy Charge under Paragraph 3 above, (b) payment of any amount properly assessed by AI for damage under Paragraph 6, and/or (c) the faithful performance of all the other obligations of the Student under this Agreement. In addition, if the Student (i) fails to take occupancy when scheduled under this Agreement, or (ii) fails to pay the initial portion of the Occupancy Charge when due under Paragraph 3, or (iii) cancels or defaults under this Agreement for any reason at any time, (including within thirty (30) days prior to the commencement of the Term), AI will be entitled to retain the entire Deposit (plus all amounts previously payable as the Occupancy Charge under Paragraph 3 of this Agreement), as liquidated damages. Notwithstanding the foregoing, in the event of cancellation of this Agreement by the Student any time within thirty (30) days prior to the first day of the Term, as described in paragraph 2 above, the entire Deposit shall be forfeited to cover administrative costs associated with securing and preparing the Unit for occupancy. If and when damage claims are properly assessed against the Student under Paragraph 6, or the Student fails to pay any other amount to AI when due under provisions of this Agreement, AI may deduct that amount from the Deposit and, in such event the Student will be obligated immediately to restore the Deposit in full to \$150.00. Within thirty (30) days after the last day of the Student's occupancy under this Agreement, AI will refund the balance of the Deposit to the Student, less any portion properly retained by AI to pay or to provide for the payment of obligations of the Student under this Agreement or the Student's general school account.

6. Responsibility for Damage: The Student shall give AI prompt notice of any damage to, or dangerous or defective condition at, the Unit or the Common Areas (as hereinafter defined). The Student will be responsible for and promptly will pay all costs of repairing any and all damage caused by the Student and/or by his or her guests any time and for any reason, in or to the Unit, the Common Areas or to any other portion of the Complex or to any furniture or personal property of AI or the owner of the Complex, whether rented or owned, and for replacing any missing items, regardless of whether or not any willful misconduct or negligence can be shown. AI may deduct such cost amounts from the Deposit, or may require all or any portion of them to be paid separately by the Student, at the discretion of AI. The Students along with all licensees of units within the sponsored housing facility or a Unit, as applicable, shall be liable jointly and severally, for the cost of repairing damages due to vandalism and misuse of a Unit, Common Areas, any other portion of the Complex, or any personal property therein when no reliably known source of damage is identified.

7. Early Termination by AI: AI will have the right at its option (and in addition to other available remedies) to terminate this Agreement, and/or to terminate or to suspend any of the rights and privileges of the Student under it and/or to require the Student to vacate the Unit at any time, with or without notice, under any of the following circumstances (see also Paragraph 21 below): a.) a failure of the Student to pay when due any amount to be paid by him or her under this Agreement or under the Student's enrollment agreement with AI; b.) a violation by the Student of any material obligation of the Student under this Agreement, including the Rules and Regulations referred to in Paragraph 9 below, or unacceptable results, in AI's sole judgment, of a criminal record and/or background check on the Student; c.) the termination of the status of the Student as a currently enrolled student in good standing at AI (or at any other school approved for that purpose by AI), for any reason and d.) the Unit or sponsored housing facility has been determined by AI, in its sole discretion, to no longer be available for occupancy.

8. Rights Personal to the Student: The license granted by this Agreement is personal to the Student and therefore, not assignable to any other person, nor may the Student sublicense, encumber or otherwise transfer any of his or her rights or privileges under this Agreement at any time.

9. Rules and Regulations: The Student agrees to comply at all times with all of the "Rules and Regulations" established by AI for the sponsored housing facility (incorporated by reference in this Agreement), as those Rules and Regulations may be amended and/or supplemented from time to time by AI or by the owner of the sponsored housing facility, as well as any other housing policies provided to the Student. The Student also agrees to cause all of his or her guests to comply with the Rules and Regulations and other housing policies. The Rules and Regulations are published to provide students with general notice or proscribed conduct; they should be read broadly and are not designed to define misconduct in exhaustive terms. Any failure of the Student or of his or her guest(s) to comply with the Rules and Regulations or other housing policies (or reasonable request of any AI official(s)) will constitute a material default of the Student under this Agreement and the Student may be subject to disciplinary action. AI will not be liable to the Student for a violation of the Rules and Regulations or other housing policies by any other student or by any other person.

10. Personal Property of the Student: AI will not in any event or at any time be responsible for any damage to personal property of the Student or of any other person by reason of fire or other casualty, or for any damage or theft or other loss of such personal property. **AI strongly recommends that the Student maintain fire, casualty, theft and personal loss insurance covering his or her personal property which is located in or about the Unit or sponsored housing facility.** AI will not hold belongings left behind by the Student after he or she moves out for any length of time and reserves the right to discard them or donate them to charity without notification if alternate arrangements have not been agreed upon in writing.

11. Parking: The Student will be permitted to use, in common with others, the parking spaces for the sponsored housing facility if provided by the owner of the sponsored housing facility for the use of its residents upon payment of any charges imposed by the owner of the sponsored housing facility. However, the Student understands that those parking spaces are limited and that there is no guarantee of the availability of any parking space for the use of the Student at any time. Any use of a parking space by the Student or any other person is at his or her own risk; AI undertakes no responsibility for the safety or safekeeping of any motor vehicle or its contents at any time. **AI strongly recommends that the Student maintain proper automotive insurance covering theft, vandalism or damage of any kind.** All students and guests must have parking permits where applicable. Unauthorized vehicles will be towed without notification at the owner's expense. The Student, his/her visitors, invitees and guests shall not wash, clean, polish, or repair any motor vehicle in the parking area provided hereunder. Disabled or commercial vehicles may not be stored in the parking area provided hereunder, and AI reserves the right to tow them without notification at the owner's expense.

12. Common Area: The Student will be entitled to the right of access to and the use of any designated Common Areas of the sponsored housing facility as provided by its owner for the use of all licensees, in common with others, while the Student remains a licensee under this Agreement and is not in violation of the Rules and Regulations of this Agreement. The following areas are typically designated Common Areas: lounges, floor hallways, stairwells, common bathrooms, laundry rooms, exterior corridors, and main hallways. The Residence Life staff reserves the right to impose conditions on the use of the Common Areas and the Student will be held responsible for any damage caused to the Common Areas.

13. Utilities: All of the following utilities for the Unit will be provided and paid for by AI: Cold water, hot water, sewer, n/a gas, electricity, n/a cable, and n/a internet. However, only reasonable, ordinary, and

customary usage by the Students is permitted. AI reserves the right to charge additional amounts to the Student(s) assigned to any Unit (jointly and severally) and the Student agrees to pay or reimburse AI within thirty (30) days of receipt of AI's written invoice, the amounts by which the costs of any one or more of those utility services used in connection with the Unit during any billing period exceed by more than ten percent (10%) the average usage of that utility by the other units in the sponsored housing facility. AI will not be responsible for any interruption in services caused by strike, labor trouble, national emergency, repairs or any other cause beyond AI's reasonable control. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

14. Maintenance and Access: The Student will be jointly and severally responsible with any other student occupying the Unit for maintaining the Unit (including all of the equipment, floor coverings, electrical fixtures, plumbing fixtures, furniture and furnishings supplied by the owner of the sponsored housing facility or insert school name) in their original safe, clean and good condition and in proper repair, throughout the Term of this Agreement, reasonable wear and tear excepted. Access without notice to the Unit by designated maintenance personnel is permitted as needed 24 hours a day.

15. Inspection: If the Student vacates the Unit for any reason during the Term of this Agreement, the Student will remain responsible for any damage or failure to maintain occurring up to the time that the Student has arranged for an AI representative to complete a thorough inspection of the Unit. AI will inspect the Unit promptly upon the receipt of any such request. AI reserves the right for its employees and agents or the owner of the sponsored housing facility or its employees and agents to inspect any Unit and property at any time and without notice for any health, safety, or security reasons or to insure compliance of the Rules and Regulations, or to inspect or perform maintenance work. AI also reserves the rights for its employees or agents to enter the Unit at any other time if and when the AI Housing staff or any other representative of AI reasonably and in good faith believes that such entry is necessary (1) to deal with an emergency affecting the safety of the Unit or of any person, (2) to enforce the provisions of this Agreement (including the Rules and Regulations) or (3) for any reasonable purpose. Students who do not maintain rooms in acceptable hygiene condition will incur all costs of cleaning services and may be subject to disciplinary action.

16. Relocation of Students: AI will have the right, at its option and sole discretion, to relocate the Student to a different Unit, either in the same Complex or to another sponsored housing facility as determined by AI, at any time during the Term of this Agreement, either permanently or temporarily, for any reasonable purpose, including without limitation the following: (a) incompatibility of the Student with any other student assigned to the Unit; (b) vacancies in the Unit and in any other unit in the sponsored housing facility; (c) a need to repair or renovate the Unit; and (d) a good faith judgment of AI that it would be desirable to reassign students for better communication, supervision, or general logistical purposes. The Student may be terminated from housing or charged for the cost of relocation or double the Occupancy Charge, either permanently or temporarily, for failure to comply immediately upon notice from AI to prepare for incoming students or maintenance reasons. If the Student refuses to relocate, AI reserves the right to move the Student's belongings without his or her permission and will defer moving charges to the Student's account. Should a problem occur between roommates, the Housing Staff should be notified promptly in order to resolve the situation in a timely and effective manner. Relocating the Student to another unit will be an option if the Housing Staff deems it necessary.

17. Additions, Alterations or Improvements: The Student may not make any additions, alterations, or improvements to the Unit without the prior written consent of AI, which may be denied for any reason in its sole and absolute discretion. (See Paragraph I under Rules and Regulations.)

18. Energy Consumption: AI reserves the right to enter a Unit to turn off appliances left in operation when no one is present, to conserve energy. Doors must remain closed in order to prevent air conditioning malfunctions. The Student agrees not to use any appliances, fixtures, or plumbing facilities in the Unit for any purpose other than that for which said items were designed. Any damage resulting from the misuse of such items shall be paid for by the Student.

19. Health Services: AI will have no obligation to transport for or provide health services to the Student under this Agreement at any time.

20. Food Service: No food service of any kind will be provided by AI to the Student under this Agreement at any time. The Student will be solely responsible for providing his or her own meal arrangements.

21. Vacating during Breaks: In the event the Student intends to vacate the Unit during either the Winter break and/or the Summer break, the Student must inform AI housing management. AI will not be responsible for any damage to or theft of the personal property of the Student at any time, including, without limitation, any break (see also Paragraph 10).

22. Vacating the Unit Upon Termination of this Agreement: Promptly on or before the last day of the Term of this Agreement or on the effective date of any earlier termination for any reason, the Student will vacate the Unit (leaving it in its original condition, reasonable wear and tear excepted) and will remove all of his or her personal property from the Complex, and will return all keys to the Housing Department of AI. The Student will be responsible for the cost of the repair of any damage to the Unit caused by removal of any of his or her property. The Student expressly waives any and all notice requirements and the provisions of statutes (if any) which otherwise might qualify such obligation.

23. Removal: Where the Student does not move out in a timely manner following the termination of this Agreement for any reason, including but not limited to violation of the Rules and Regulations referred to in paragraph 9 and/or any provision of this Agreement, AI reserves the right to remove the Student and his/her possessions from the occupied Unit and to charge a fee, in AI's reasonable discretion, for failure to timely vacate. AI will also have the right, at its option and sole discretion to refuse the renewal of any housing license agreement.

24. Mold: The Student acknowledges that it is necessary for the Student to provide appropriate climate control in the Unit, keep the Unit clean and take other measures to retard and prevent mold and mildew from accumulating in the Unit. The Student agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible, and shall not block or cover any of the heating, ventilation or air conditioning ducts in the Unit. The Student agrees to immediately report to AI (i) any evidence of a water leak or excessive moisture in the Unit, as well as in any Common Area of the sponsored housing facility; (ii) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning systems in the Unit; and (iv) any inoperable doors or windows. The Student further agrees that the Student shall be responsible for damage to the Unit and the Student's property as well as injury to the Student, other occupants and guests resulting from the Student's failure to comply with the terms of this paragraph.

_____ **25. Damage or Destruction:** In the event of damage by fire or other casualty that renders the Unit unusable for the purposes intended herein, this Agreement will continue unless terminated as provided herein. AI may elect to terminate this Agreement by notifying Student within thirty (30) days after the date of the damage, and this Agreement will terminate on the date set forth in such notice. If the Unit is completely unusable because of a casualty and it is not reported in thirty (30) days, this Agreement shall terminate. In the event of such termination, the Deposit and the pro-rated portion of the Occupancy Charges representing the remaining portion of the Term of this Agreement shall be returned to Student.

_____ **26. Indemnity; Waiver of Jury Trial:** The Student agrees to indemnify AI and AI's corporate parent, any affiliated entity and their officers, directors, trustees, employees and the owner of the sponsored housing facility for, and to hold them harmless from, any and all losses, claims, costs, injuries, and damages of any kind (including, without limitation, attorneys' fees and court costs) arising out of or resulting from any act or omission of the Student or of any representative, agent, licensee or guest of the Student or any default by the Student under this Agreement. The Student shall be liable for attorneys' fees and costs should it become necessary for AI to enforce any term or condition herein, and the Student hereby waives trial by jury in any proceeding between the parties for whatever cause.

_____ **27. No Landlord/Tenant Relationship:** THE STUDENT ACKNOWLEDGES THAT THIS AGREEMENT IS INTENDED TO CREATE A LICENSE TO USE THE UNIT AND NOT TO CREATE A LANDLORD AND TENANT RELATIONSHIP. STUDENT HEREBY ACKNOWLEDGES THAT IT SHALL NOT POSSESS ANY RIGHTS AS A TENANT HEREUNDER AND HEREBY WAIVES ANY RIGHTS OF A TENANT UNDER THE LANDLORD/TENANT LAWS OF THE STATE WHERE THE COMPLEX IS LOCATED. The sole right of the Student to use his/her assigned Unit shall be based upon the license granted in this Agreement.

_____ **28. No Waivers by AI:** If AI fails to enforce any term of this Agreement, said failure shall not be a waiver of any of AI's rights hereunder or at law.

_____ **29. Partial Invalidity:** A determination that any provision of this Agreement is void, voidable or unenforceable for any reason shall not affect the validity or operation of the remainder of this Agreement. When the terms of his Agreement are inconsistent with applicable law, and where applicable law controls, this Agreement shall be deemed to be amended to comply with applicable law.

_____ **30. Limitation of Liability:** The Student unconditionally releases AI and AI's corporate parent, any affiliate of AI or AI's corporate parent and their director's officers, employees and trustees from liability for any injury to Student or guests of Student, whether or not caused by AI or AI's corporate parent, any affiliated corporation and their directors, officers, employees and trustees. The Student accepts full responsibility for any and all such injuries.

_____ **31. Subordination:** This Agreement and all rights of Student hereunder are subject and subordinate to the terms and conditions of any underlying lease and/or mortgage which may now or hereafter affect the sponsored housing facility.

_____ **32. Governing Law:** This Agreement is governed by the laws of the State where the Complex is located whether or not this Agreement is actually signed in such state. The Student and his or her parent(s)/guardian(s) agree to submit to the exclusive jurisdiction of the courts of the State where the Complex is located and agree that notice can be given by certified mail or by hand delivery to the Student or parent/guardian when applicable.

_____ **33. Entire Agreement:** This Agreement (including the Rules and Regulations referred to in Paragraph 9 and the Student Handbook, which are incorporated herein by reference), constitutes the entire agreement between the parties hereto with respect to the subject matter and supersedes and all prior and contemporaneous agreements, whether oral or written. There is no other representation, understanding, promise or agreement between them except those set forth above or referenced herein. No modification or amendment to this Agreement will be effective unless it is in writing and is signed by all parties. Notwithstanding the foregoing, any amendments to the Rules and Regulations do not need to be signed by AI or the Student in order to be effective. Such amendments need only be posted by AI in the Common Area at a location chosen by AI for posting notices or delivered to the Student by U.S. or electronic mail, and the Student hereby agrees to abide by any such amendments to the Rules and Regulations.

SPONSORED HOUSING RULES AND REGULATIONS

All students residing at a sponsored housing facility and their guests must strictly observe the following Rules and Regulations. These Rules and Regulations are subject to change by AI or by the owner of the Complex at any time.

_____ **A. Alcohol:** Alcohol containers and/or the use, possession, or being under the influence of alcoholic beverages is prohibited in and around any sponsored housing facility.

_____ **B. Common Areas:** The public halls and stairways of the sponsored housing buildings shall not be obstructed or used for any other purpose than ingress to and egress from the Units in the sponsored housing facility, and the fire towers and fire escapes shall not be obstructed in any way. No article shall be placed in the halls or on the staircase landings, fire towers, or fire escapes, nor shall anything be hung or shaken from the doors. Residents may store bicycles, skateboards and roller blades in their Units. Bicycles may not be locked, chained or fastened in any manner to banisters or guardrails within stairwells. Skateboarding or rollerblading on the Complex property is prohibited.

_____ **C. Common Courtesies:** No parties are permitted in sponsored housing facilities (unless sponsored by housing). Radios, TV sets and stereos are to be kept at a moderate level. Music and noise inside a Unit must not be heard outside a Unit. Residents may not make or permit disturbing noises in the sponsored housing facility or do or permit anything to be done therein or in a Unit that will interfere with the rights, comforts or conveniences of other residents. Residents must treat roommates and the resident staff with courtesy and respect. Courtesy hours are 24 hours a day. The AI Housing staff or its representatives may request that students lower the volume of their music, ask guests to leave if causing a disturbance or exceeding the maximum number of guests allowed by the guest policy. Residents who bring musical instruments are expected to use them responsibly and keep them at a level which is courteous to other students. Security reports issued because of loud musical instruments could result in the banning of the instrument from the sponsored housing facility. Drum sets and amplified music equipment are not allowed.

_____ **D. Drugs, Narcotics and Drug Paraphernalia:** Use, possessing or being under the influence of marijuana or any narcotic stimulant, or hallucinogenic drug in violation of state and federal law is prohibited in and around all sponsored housing facilities. Drug paraphernalia of any kind is prohibited.

_____ **E. Explosive/Weapons:** Weapons are not permitted. Objects with potential to cause bodily harm to residents are not allowed in the units or any sponsored housing facility. Such objects include, but are not limited to: fireworks, explosives, BB/pellet guns, shotguns, stun guns, knives, bows and arrows, water guns, paint ball guns, various martial arts weapons and objects deemed threatening in nature by the AI staff.

_____ **F. Fitness Room/Recreation Court:** Students must observe all posted rules. Glassware is not permitted in the court and fitness area. Guests are permitted to use the court and fitness areas only with a student present. Should the Student fail to observe the court and fitness room rules he/she will be denied the privilege of using the court and fitness room. AI assumes no responsibility for any injuries or loss of life that may result from such use.

_____ **G. Fire Evacuation:** Residents must evacuate the building each time there is a fire alarm. Fire exits and fire routes are clearly marked. Failure to comply with evacuation procedures will result in possible termination of the Housing License and removal from sponsored housing and/or a fine from the Fire Department under City Ordinance.

_____ **H. Fire Hazards:** Candles and incense are not allowed in school sponsored housing.

_____ **I. Fire Safety Equipment/Security Systems:** Residents may not in any way alter or tamper with existing locks, security systems, procedures or fire safety equipment. Smoke alarms and fire extinguishers are provided in each sponsored housing facility. Tampering with fire extinguishers and fire alarms is prohibited and will result in a fine levied against the Student of \$500.00 and is cause for immediate termination of the Housing License. Disengaging smoke detectors is prohibited. Residents may not install additional locks in the Unit. Residents may not prop open any exterior doors.

_____ **J. Furniture:** Furniture must remain in the Unit for which it is provided. It may not be moved from one Unit to another or placed outside of the Unit or sponsored housing building for any reason. Damage or replacement requests regarding furniture should be made to the Housing Services Office.

_____ **K. Guests:** A guest is defined as anyone who is not a resident of that specific Unit. All guests must be at least 18 years of age. Guest visiting hours are: 8:00am to 10:00pm. Residents shall be responsible and liable for the conduct of their guests and must remain with their guest at all times. No overnight guests shall be permitted unless approved at least two (2) days in advance by the Dean or Director of Student Affairs of AI or his/her designee. In the event a resident is found to have violated the terms of this paragraph, the resident may face disciplinary action up to and including termination of the Housing License and removal from sponsored housing and/or a fine of \$0.00 per day for each day the infraction occurs. The Housing Services Office reserves the right to deny visiting privileges to anyone at any time, and any guest may be removed from sponsored housing by the Dean or Director of Student Affairs of AI or his/her designee.

_____ **L. Inspections:** Staff from AI will conduct apartment inspections during the quarter to determine the general condition of the Unit and its furniture. Residents may face disciplinary action if the Unit continues to be in poor condition after receiving a warning from the Housing Services Office. Each resident is responsible for keeping the Unit clean and well maintained. Residents will be charged to have the Unit professionally cleaned, if needed.

_____ **M. Keys/Access Cards:** Each resident is provided with keys/card access for his or her Unit, exterior doors, and a mailbox key. Photo ID cards must be carried for entrance into all sponsored housing buildings for identification and registration of guests to your Unit. Lost or stolen or broken cards should be reported immediately to the Housing Staff. Residents may not give their keys/cards to anyone at any time or for any reason. If a Resident becomes locked out of his or her Unit, the staff will admit them to the Unit. There will be a charge for this service. Repeated incidents of residents locking themselves out of their Unit will result in a charge and/or disciplinary action.

_____ **N. Mail:** Normal mail is delivered to central individual mailboxes located in each sponsored housing building. Tampering with another student's mail is a federal offense and could result in criminal charges as well as termination of the Housing License and removal from sponsored housing.

_____ **O. Maintenance:** The Resident shall keep the Unit in a good state of preservation and cleanliness. The Resident(s) are severally and jointly responsible for the daily care of the Unit. Residents are responsible to complete and return to the Housing Services Office the Room Inspection Form within seven days of move-in or after each room switch is completed. Unreported maintenance items could potentially lead to serious property damage. In cases of maintenance emergencies, contact the Housing Staff on-call immediately. In all cases, resident could be financially responsible for the repair of such damages. The Housing Services/Maintenance Staff will inspect all Units on a regular basis. Painting, wall papering or other similar decorating is not permitted in the Units. Nails and tape are not to be used on the walls. Beds must be kept on the bed frames and not elevated by any unsafe means. Furniture must remain intact and should not be removed from the Unit for any reason. All garbage and trash should be removed promptly and deposited in the Refuse Rooms or waste dumpster provided.

Absolutely NO modification can be done to the Unit, furniture or the sponsored housing facility without the prior written consent of AI which may be denied for any reason in its sole and absolute discretion. Any defacement of property will be immediately assessed and charged to the Student's account. In addition, students who vandalize, damage and/or misuse property in any way will be subject to disciplinary action.

P. Mandatory Orientation: AI will conduct a mandatory orientation for all new residents during the first week of occupancy. Residents who do not attend this session will have their guest privileges revoked until an orientation session is completed and such residents are still responsible for compliance with the Rules and Regulations.

Q. Occupancy: Sponsored housing is a co-educational facility. Each Unit in all sponsored housing facilities will house only males or females; not both. When a Student's behavior is such that no one wishes to room with that individual, the Student will be billed double the amount of the Occupancy Charge.

R. Animals and Pets: The Resident may NOT keep animals or pets in the Unit or elsewhere in the sponsored housing facility at any time, or allow any animal pet to visit the Student, except for assistance animals accompanying disabled individuals, provided such animal has been approved in writing by the Dean or Director of Student Affairs of AI or his/her designee. The Student in violation will be subject to disciplinary action and will be charged the cost for extermination services, cleaning and any other restoration required by AI and/or the owner of the Complex.

S. Psychological and Personal Crisis: Students who are incapable of caring for themselves or are a danger to themselves or others may be removed from sponsored housing at the recommendation of AI school counselors or an AI official representative.

T. Right of Entry: AI reserves the right to enter student's rooms within a Unit for purposes of inspection, improvements, and repairs, to deal with an emergency, to enforce rules and regulations or for any other reasonable purpose. AI officials may enter and conduct an authorized search of a student's room for the purpose of investigating suspected violations of regulations. Permission to search is NOT required when contraband is to be confiscated in view of the AI authority or when AI personnel deem it appropriate to the health, safety, or welfare of a member of the AI community. Entry by an AI representative may occur at any time, with or without notice. Students understand that in case of a maintenance emergency, abandonment, suspected breach or violation of law, rules or regulations, or when AI or its representatives deem it appropriate to the health, safety, or welfare of a member of the AI community, the AI Housing Services Staff or its representative may enter the Unit without consent or notice, and may conduct an inspection of the contents of the Unit, including any student's personal property.

U. Roof Areas: Only authorized personnel are permitted on roof areas.

V. Room Changes: All room changes must be submitted to the Housing Services Office for approval and administration. Failure to follow the proper procedure will result in re-location of those students and possible disciplinary action.

W. Safety: Students are required to lock and dead bolt their Unit doors. Emergency procedures are located on the back of your Unit door. If a student knows of an emergency in the Unit or building that requires immediate attention, call the City Police at 9-1-1.

X. Searches: AI reserves the right for its staff or representatives to search any bag or container brought onto sponsored housing property or into facilities on a random or intermittent basis. Any items violating AI policies will be confiscated and residents will face disciplinary action which includes, but is not limited to, termination from housing. In addition, incident reports will document all searches.

Y. Sexual Harassment & Sexual Assault: Sexual harassment (unwelcome sexual comments, actions and attitudes) and sexual assault are not tolerated.

Z. Smoking: If you are a non-smoker and have requested to be placed in a non-smoking apartment then you have an obligation to stay a non-smoker until the expiration of your License Agreement (you may not smoke inside the apartment). THE ART INSTITUTE is under no obligation to move you to a "smoking" apartment, should you decide to begin or return to smoking during the time of your License Agreement.

AA. Student Conduct: Verbal abuse, foul language, insults, physical or psychological threats or intimidation to other students or staff will not be tolerated and may lead to termination from AI and/or termination of the Housing License and removal from sponsored housing. Violation of any local ordinances, state or federal statutes or criminal acts may be grounds for immediate termination. Students must comply with all present and future city, county, state and federal laws and regulations, including without limitation, fire and natural disaster evacuation procedures.

BB. Swimming Pool (if applicable): Students must observe all posted rules. Glassware is not permitted in the area of the pool. No diving is allowed. Jumping from any balcony is not permitted. Guests are permitted to use the pool only with a Student present. Should the Student fail to observe the pool rules, he or she will be denied the privilege of using the pool. The pool area will be closed from 10 p.m. until 8 a.m. Residents and guests who use the pool do so at their own risk. No lifeguard is provided. AI assumes no responsibility for any injuries or loss of life that may result from such use.

CC. Use of Unit: The Unit is intended for residential use by the resident student(s) assigned to it by AI. The Unit may not be used by any other persons or for any other purpose, including commercial ventures and solicitation. The use of the Unit by any unassigned person without the permission of AI is prohibited.

DD. Balcony and Window Safety:

Balconies: (if applicable) For the safety of students and guests, care should be exercised on or around balconies in the Units and elsewhere in the building. Students and guests are not allowed to climb onto, lean on or jump from balcony railings. Students and guests are not allowed to throw anything off any balcony. Roughhousing on balconies in the Units and elsewhere in the building is strictly prohibited. No Unit furniture or furniture that sits above the railing is permitted on the balconies. Damage charges will be assessed for graffiti written on the walls, railings or deck of the balcony. Draping or shaking towels or clothing over any balcony is prohibited. Bikes are permitted on the balconies propped against the wall only. Students in violation of this policy will be subject to disciplinary action up to and including termination of the Housing License and removal from sponsored housing and/or suspension from AI

Windows: For the safety of students and guests, care should be exercised on or around windows in the Units and elsewhere in the building. Students and guests are prohibited from leaning against and/or climbing out of any windows. Residents and guests should NOT sit on the window ledge or on furniture propped up against any window. Residents and guests are not allowed to hang or throw anything out the windows. Students in violation of this policy will be subject to disciplinary action up to and including termination of the Housing License and removal from sponsored housing and/or suspension from AI.

Discipline Procedure:

_____All students are to comply with the reasonable requests of any AI official seeking to enforce the Rules and Regulations of the Complex and the Policies and Procedures of AI. At the discretion of the Dean or Director of Student Affairs of AI or his/her designee, all students assigned to a Unit may be disciplined, placed on probation or otherwise be held responsible for any violation of the Housing License Agreement (including these Rules and Regulations) or for refusing to comply with any reasonable request from an AI official. Disciplinary action may entail: a warning, a probation notice, forfeiture of the License Deposit, termination of the Housing License Agreement and removal from sponsored housing, termination from AI, referral for legal action and/or any such other action as AI deems appropriate. AI officials may, at their sole discretion, elect not to issue a written warning or a probation notice. A student removed from sponsored housing is not allowed back on the premises for any reason. If such student returns for any reason they will be arrested for trespassing and may be subject to termination from AI. In addition to the removal from housing, a student will be liable to AI for all costs pertaining to the penalties for breaking this Agreement. A breach of the Rules and Regulations does entitle AI to immediately terminate the Housing License Agreement and remove a student from sponsored housing and may lead to termination from AI. If in the judgment of any AI official a student is in clear and present danger to himself, others or property he/she will be subject to immediate removal from sponsored housing and may lead to termination from AI. Depending on the nature of the infractions, students who violate the Rules and Regulations may be subjected to further disciplinary action from AI up to and including termination. Students have the right to appeal a removal from sponsored housing as per established student conduct guidelines.

[remainder of page intentionally blank – signatures on following page]

I HAVE READ AND UNDERSTAND THE HOUSING LICENSE AGREEMENT AND THE RULES AND REGULATIONS FOR LIVING IN THE COMPLEX. I AGREE TO ADHERE TO THEM AND UNDERSTAND THE PENALTIES FOR VIOLATIONS.

THE ART INSTITUTE OF PHOENIX WILL HAVE THE RIGHT, AT ITS OPTION AND SOLE DISCRETION, TO REFUSE THE RENEWAL OF ANY AGREEMENT.

THIS STUDENT HOUSING LICENSE AGREEMENT is entered into between THE ART INSTITUTE OF PHOENIX ("AI") and the Student. If Student is a minor or dependent, the undersigned parent(s) or guardian(s) of the Student, jointly and severally, intend to be legally bound.

DATES OF OCCUPANCY: TERM BEGINNING _____ AND ENDING **September 25, 2010**.

PRINT STUDENT NAME HERE DATE

STUDENT SIGNATURE SS# HOUSING REPRESENTATIVE DATE

Joinder of Parents or Guardians. If the Student identified in this Agreement is a minor or a dependent of parent(s) or guardian(s) on the date of the Agreement, the undersigned parent(s) or guardian(s) of the Student have executed this joinder as an inducement to AI to accept this Agreement. The parent(s) or guardian(s) ratify the Agreement on behalf of the Student and themselves, and unconditionally guarantee the full and prompt performance by the Student of all of his or her obligations under it, and waive any and all rights which he/she/they or the Student otherwise might have or assert or which would be inconsistent with this Contract. Such parent(s) expressly waives any right or claim against AI and AI's corporate parent, any affiliated entity and their officers, directors, trustees, employees and the owner of the sponsored housing facilities as well as any defense parent(s) may advance, on account of the Student being a minor, if applicable.

PARENT(S)/GUARDIAN(S) DATE ADDRESS

I agree by signing below to pay additional occupancy charges for a single unit, if one is available.

PARENT OR STUDENT DATE

Emergency Contact Information

Emergency Contact: _____ Relationship to Student _____

Emergency Address: _____ Email address: _____

Cell Phone #: _____ Work Phone # _____ Home Phone # _____

Special Instructions (if any): _____