

Harvey Mudd College Student Housing Contract (2021-2022 Academic Year)

This STUDENT HOUSING CONTRACT ("Contract") is made between HARVEY MUDD COLLEGE (the "College") and the undersigned student (the "Student"). The College revised this Contract to address the potential impact of the coronavirus pandemic on student housing.

1. THE ROOM. This Contract is for the use of an assigned space (the "Room") in a College Residence Hall or at another location made available by the College for student living accommodations. At the College's discretion, the Room may be located on campus, at Arrow Vista apartments, at another off-campus housing, in a housing trailer or at another appropriate location. All references in this Contract to a "Residence Hall" shall also mean such alternate location. The Student is prohibited from transferring, assigning or subletting the Student's right to use the Room or any other right and interest in this Contract to any other person.

2. PERIOD OF THE CONTRACT.

2.1 Contract Period. This Contract is for the entire 2021-2022 academic year, commencing with the beginning of the Fall 2021 semester and ending at the expiration of the Spring 2022 semester (the "Contract Period"), subject to the provisions below for early cancellation or termination of this Contract. However, (1) if the Student graduates at the conclusion of the Fall semester, then the Contract Period is only for the Fall 2021 semester, (2) if the Student enrolls in a College-approved "study abroad" program for the Spring 2022 Semester, then the Contract Period is only for the Fall 2021 semester and (3) if the Student is a new Spring semester check-in, the Contract Period is only for the Spring 2022 semester.

2.2 Beginning of Contract Period. For new and second year Students enrolled for the Fall 2021 semester, the Contract Period begins at 12:00 PM on August 27, 2021 or such other date as may be designated by the College. For returning Students enrolled for the Fall 2021 semester, the Contract Period begins at 12:00 PM on August 29, 2021 or such other date as may be designated by the College. For Students enrolled only for the Spring 2022 semester, the Contract Period begins at 12:00 PM on January 16, 2022 or such other date as may be designated by the College.

2.3 Termination of Contract Period. The Contract Period ends at 8 AM on December 18, 2021 for Fall semester graduates and 8:00 AM May 16, 2022 for all other students, unless this Contract is canceled or terminated earlier as specified above or below. Notwithstanding the end of the Contract Period, the College reserves the right to require the Student to vacate the Room within 24 hours or less after completing the Student's last final examination of a semester, if the College believes the Student's behavior is disruptive to other students of the Residence Hall. **If the Student stays past 8:00 am on December 18, 2021 or 8:00 AM on May 16, 2022, the Student will be charged \$100 per hour for every hour the Student stays past the applicable deadline.**

2.3.1 Termination for Arrow Vista Apartments. Notwithstanding the provisions in Section 2.3, if the Student lives in the Arrow Vista apartments, the Student may continue to reside in his/her/their Room during winter break (unless the Student has elected to move out by the Early Move-Out Date). If the Student will not be leasing a Room in the spring semester, the end of the Contract Period is 8:00 AM on December 18, 2021. If the Student will be leasing a Room in the spring semester, the end of the Contract Period is 8:00 AM on May 16, 2022. **If the Student stays past the applicable deadline on December 18, 2021, or May 16, 2022, the Student will be charged \$100 per hour for every hour the Student stays past such deadline.**

2.4 Additional Provisions Regarding Contract Period. The Contract Period cannot be changed from the above dates unless approved in writing by the College. Further, the Contract Period and the related room charges shall be for the entire academic year, and shall not be prorated for a less than the entire year, except as otherwise expressly permitted under Sections 2.1 and 2.2 above. If the Student obtains the College's proper authorization for an early move-in date, a late move-out date, or to use a Room in the Residence Hall during academic breaks, all of the provisions of this Contract shall apply during those time periods as well.

3. **WINTER BREAK.** Residence Halls close for Winter Break at 8:00 AM on December 18, 2021 and reopen at 12:00 PM on January 16, 2022. The Student shall not remain in the Room or Residence Hall at any time during Winter Break, or return prior to the official reopening of the Residence Hall, without prior written permission from the College (with the exception of students residing at the Arrow Vista apartments as described in Section 2.3.1).

CHARGES, FEES, DEPOSITS AND ASSESSMENTS - MEAL PLAN - RULES, REGULATIONS AND POLICIES

4. CHARGES, FEES, DEPOSITS AND ASSESSMENTS.

4.1 Room Charges. All Room charges, payment due dates, payment methods, and payment plans for the 2021-2022 academic year are listed on Exhibit "A" attached hereto. The Student shall pay such charges, and other payments due under or as a consequence of this Contract (including, without limitation, all applicable deposits, fees and meal plan charges) by the due date. The College reserves the right to withhold degrees, grades, and registration, terminate this Contract and hold the Student responsible for all costs incurred by the College resulting from the Student's breach of this Contract.

4.2 Occupancy Fee. If the Student uses a Room at any time outside of the Contract Period (e.g., before the scheduled move-in date, after the scheduled move-out date, after the closure of the Residence Halls for the winter break, or after the Student's eligibility has ceased), the Student will be charged an occupancy fee, as determined by the College, for each day or portion thereof.

4.3 Room and Common Area Damage Assessments. The Student shall pay for all loss and damage, ordinary wear and tear excepted, that the College determines the Student and his/her/their guests caused to the Room, Residence Hall, and common areas of the Residence Hall, including floors, walls (including tacks, nails and tape), windows, ceilings, appliances, fixtures, furniture and furnishings, plumbing, electrical wiring or other College property in the Residence Hall. If, after reasonable investigation, the College cannot determine which student caused such loss or damage to the Room, Residence Hall or common areas of the Residence Hall, the Student shall pay to the College the labor and material costs of such repair and cleaning, prorated as deemed appropriate by the College in its sole discretion, among, if a Room, each student occupying the Room, or if a Residence Hall or common area, each user of that Residence Hall or common area. The Student shall be jointly and severally liable, with all other occupants of the Residence Hall, for all damages to the Room, the Residence Hall and the common areas of the Residence Hall. See the Student Handbook (referenced in Section 6 below) for Dorm Charge Appeal and Excessive Cleaning policies, which also deal with resident responsibility for damages.

4.4 Room Deposit. A \$150.00 deposit is required on the Student's account for the entire time he/she/they occupies a Room (the "Room Deposit"). All incoming first-year students must submit the Room Deposit by

May 1, 2021. Current students returning to College Residence Halls, who do not have a Room Deposit on file, must submit their Room Deposit to the Office of Student Accounts by 12:00 PM August 20, 2021 or within three business days of the student's approval to return, whichever is earlier. The purpose of the Room Deposit is to cover losses the College may incur as a result of the Student's failure to comply with the terms of this Contract, including but not limited to the Student's failure to pay any installment of the Room fee and to reimburse the College for repairing those damages described in Paragraph 4.3 above. If the College applies any of the Room Deposit for such purposes, the Student shall immediately replenish the Room Deposit (unless the Contract Period has ended and the Student does not intend to occupy a Room in the subsequent academic year). The College may co-mingle the Room Deposit with other funds held by the College, and the College has no obligation to pay any interest on the Room Deposit. The College will return the Room Deposit to the Student as soon as practicable following termination of the Contract, but only if at such time (1) the Student's Room (including furniture and furnishings) is found in the same condition as when the Student first took possession, ordinary wear and tear excepted, and (2) the Student has settled in full all accounts and debts owing to the College including, but not limited to, all charges, costs, assessments, fees and fines, and any amounts described in Paragraph 4.3 above. If not so paid by the Student, the College shall have the right to deduct all such amounts from the Room Deposit and, if the Room Deposit is inadequate to cover such damages and nonpayment, to recover from the Student all sums required to repair such damages and pay such accounts in full. Notwithstanding anything in this Section 4.4 to the contrary, if the Student intends to occupy a Room for any portion of the academic year following the end of the Contract Period, the Student hereby authorizes the College to apply the Room Deposit to the deposit required by the Housing Contract for such subsequent year; provided, however, if (1) the new Housing Contract requires a larger deposit than set forth herein or (2) the College has applied any portion of the Room Deposit to remedy the conditions described above, the Student shall promptly remit sufficient funds to fully fund the deposit required by the new Student Housing Contract.

4.5 Late Fee. The College may impose a late fee for each delinquent payment under this Contract, equal to one (1) percent of such delinquent payment. The parties agree that such charge is reasonable and liquidated damages for each delinquent payment because at this time it is impractical and difficult for the parties to determine the added costs to the College resulting from the Student's delinquent payment. The Student's non-receipt of a fee statement from the College does not absolve the Student from paying each Residence Hall fee installment by the applicable due date.

5. MEAL PLAN. The Student must be enrolled in one of the College's meal plans, unless the student has received written documentation from the Office of Housing and Residential Life that they are exempt from this requirement. The Student shall not assign or allow any other person to share the Student's meal plan, and each meal permit is for the exclusive use of the Student to whom it has been issued. Additional information about meal plans, and applicable exemptions, are described in the Harvey Mudd College Catalogue (the "Catalogue") and other documents on the Harvey Mudd College website (www.hmc.edu).

6. RULES, REGULATIONS AND POLICIES. During the Contract Period, the Student must remain enrolled as a student at the College; provided, however, at any time the Student is enrolled only as a part-time student at the College, the Student must first obtain the Vice President for Student Affairs/Dean of Students' written permission in order to use the Room. The Student shall behave with proper regard and mutual respect for other students, residents, guests, proctors, personnel of the College's Facilities and Maintenance Office ("F&M"), other College personnel, Residence Hall neighbors and their respective property. The Student shall abide by all state, federal and local laws and all rules, regulations and policies of the College relating to Student conduct and the Student's use and occupancy of the Room and Residence Hall (including those promulgated by the ASHMC Senate and other student governing bodies

recognized by the College), which are now, or hereafter, in effect. These rules, regulations, and policies are included in the Harvey Mudd College Student Handbook (the “Student Handbook”), and other publications distributed by and available at the Vice President for Student Affairs/Dean of Students’ Office and on the College’s website (www.hmc.edu).

ROOM ASSIGNMENTS - USE OF ROOM - GUESTS - ACCESS TO ROOMS

7. ROOM ASSIGNMENTS.

7.1 Original Room Assignment. This Contract entitles the Student to occupy space in a Residence Hall, not a specific Room. The Student shall therefore comply with all Room Draw rules and regulations, with the understanding that the College has the right to make all room assignments and reassignments as the College, in its sole discretion, may deem in the best interest of the College. The College assigns roommates based on various factors, including information provided by the Student. The Student shall use the Room only as a student living accommodation.

7.2 College’s Control of Rooms; Reassignments. The College, in its sole discretion, reserves the right to reduce or increase the number of students per Room as space becomes available, and to utilize the Room for a single, double, triple or quadruple occupancy (and therefore the terms and conditions set forth herein are therefore applicable to Rooms occupied by either one, two, three or four parties). The College also reserves the sole right to reassign the Student to another Residence Hall room, to assign roommates, to consolidate vacancies, or to make accommodations in order to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act. Due to the coronavirus pandemic, and in the interest of student health and safety, the College also reserves the sole right to reassign the Student to a different Room, either temporarily or for the duration of the semester or academic year, which may require the Student to be quarantined or isolated for a time period determined by the College. Certain rooms in the Residence Hall may not be appropriate for self-quarantine or self-isolation. During the time period the College places the Student in quarantine, the College may temporarily relocate the Student to alternative housing. The College’s removal of the Student from a Residence Hall to isolate or quarantine does not constitute a termination of this Contract.

7.3 Student’s Petition to Change Rooms. The Student must obtain written permission from the College prior to transferring to another Room. If the College approves such petition, the Student shall be responsible for the fees applicable to the vacated Room (until the Room is completely vacant and all assigned keys are returned), as well as the fees applicable to the new Room. The Student must complete the transfer promptly after the College approves such transfer. Moves not approved by the College are void. If the Student has changed Rooms without the College’s consent, the Student shall immediately return to his/her/their original Room and may face disciplinary action, including termination of this Contract, by the College, as further discussed in the Student Handbook.

7.4 Residence Hall Directory and Floor Plan. Residence hall directories and floorplans are accessible to the HMC community through an online directory (“the Roster”). To have your name excluded from the Roster or Floor plans, contact the Associate Dean of Students and Director of Housing and Residence Life.

8. USE OF ROOM.

8.1 Maintenance. The Student shall maintain their self, their Room and common areas of the Residence Hall in a clean, sanitary and nonhazardous condition throughout the term of this Contract.

8.2 No Alterations. The Student shall not make any alterations to any Room, Residence Hall or common areas without the prior written authorization from F&M. Without limitation, “alterations” include painting (except as permitted in accordance with guidelines described in the Student Handbook), wallpapering, installing an antenna or satellite dish, or using fasteners that damage wall, ceiling or floor surfaces, and making changes or modifications to existing furnishings. The Student is prohibited from installing any unauthorized lock on a door or window, or modifying any existing locks, and the College will remove such locks or modifications at the Student’s expense.

8.3 Assistance Animals. The College recognizes the importance of “Service Animals” as defined by the Americans with Disabilities Act (ADA) and the broader category of “Assistance Animals” under the Fair Housing Amendments Act (FHAA) that provide physical and/or emotional support to individuals with disabilities. Non-caged animals are generally not allowed in the Harvey Mudd College residence halls, and pets are regulated by the Residence Hall Pet Policy discussed in Section 8.4 below. However, the College will consider a request by a Student with a disability for reasonable accommodation from this prohibition to allow an Assistance Animal that is necessary and reasonable because of the Student’s disability. Given the logistical considerations of having an animal on campus, specific processes are required to ensure safe and healthy interactions between the animal, the Student and the campus constituencies. The Student Accessibility Services Coordinator facilitates this process, in collaboration with the Student and additional administrative offices, as needed. The full policy is available at: <https://bit.ly/3xXwqQQ>. To request permission to keep an Assistance Animal in the Room, the Student should contact the College’s Student Accessibility Services Coordinator Student Accommodation Coordinator. The following website contains additional information on the College’s disability resources: www.hmc.edu/student-life/disability-resources. 8.4 Pets. Pets are regulated by the Residence Hall Pet Policy as set forth in the Student Handbook. Certain pets are prohibited. If the Student desires to have a pet in his/her/their Room, the Student must comply with the Residence Hall Pet Policy and complete the pet registration form on the College’s website (www.hmc.edu; type “pet registration” in the search box).

8.5 Prohibitions. The Student shall not keep, or permit to be kept in or about the Room, Residence Hall or common areas, any of the following: illegal drugs (including but not limited to marijuana, which remains an illegal drug under Federal law) and other illegal substances, firearms, weapons, ammunition, fireworks, gasoline, other flammable liquids, benzene, photo development chemicals, any other chemicals that are toxic or explosive and/or other items which could endanger the life, safety or welfare of the Student or other members of the College community. The College at its sole discretion shall determine whether a substance is prohibited.

9. GUESTS. The College maintains a guest policy regarding the Residence Halls and Rooms, as set forth in the Student Handbook. During the COVID-19 pandemic, no guests will be allowed in residence halls. The Student agrees to abide by such guest policy at all times during the Contract Period.

10. ACCESS TO ROOMS. The College and its agents and representatives shall have the right of access to the Room for the purposes of routine custodial services, and making routine or emergency repairs as necessary, without prior notice to, or consent from Student. Any College official designated by the President and/or Vice President for Student Affairs/Dean of Students, upon proper identification and purpose, may also enter the Room and inspect its contents without Student’s consent, if there is reason to believe that a violation of College rules and regulations has occurred. Such designated officials may remove items that are in violation of College, Federal, state or municipal regulations. Further, any representative or agent of the College, including but not limited to campus safety officers and on-call deans may enter the Room at any time without prior notice to, or consent from Student, in an emergency,

including, but not limited to, where there is reason to believe that the life, safety, or health of an occupant is at risk, as determined by such representative or agent in his/her/their sole and absolute discretion.

STUDENT'S CANCELLATION OF CONTRACT; PETITION - COLLEGE'S RIGHT TO TERMINATE CONTRACT - VACATING ROOM; DISPOSITION OF PERSONAL PROPERTY - NON-LIABILITY FOR DAMAGES - DESTRUCTION OR UNAVAILABILITY - NON-WAIVER

11. STUDENT'S CANCELLATION OF CONTRACT; PETITION.

11.1 Student's Right to Cancel Before Contract Period Begins. Prior to the date on which the Contract Period begins, the Student may cancel this Contract by giving written notice to the College, in which case the provisions in Section 11.1.1 below shall apply.

11.1.1 Consequence of Early Cancellation. If the Student cancels this Contract before the Contract Period begins, the College shall refund the Student's Room Deposit if the Student is entitled to such refund under the terms of the College's refund policy. However, if the Student cancels this Contract after the College has commenced the room draw process, the College shall assess and charge a room holding fee of \$300 as liquidated damages to the Student based on the following: after the Student signs this Contract, the College will expend administrative time and expense on a room draw process for all students in the College's Residence Halls. Therefore, if the Student fails to occupy the Room, the College will incur additional administrative expense in reassigning such Room to another Student. The parties agree that the sum of \$300 is a reasonable sum to compensate the College for such administrative costs of holding the Room for the Student through the room draw process and then reassigning the Room to another student. The Student hereby agrees that the liquidated damages fee noted above covers a portion of the College's costs resulting from the Student's failure to fulfill the terms of the Contract, and that such fee is reasonable and accepted as liquidated damages caused by such circumstances because it is impractical and difficult to determine the exact amount of damage resulting from the Student's breach.

11.2 Student's Petition to Cancel After Contract Period Begins. Once the Contract Period begins, this Contract may not be cancelled by the Student unless the College receives and, in its sole discretion, approves the Student's petition to cancel this Contract due to a documented personal hardship or unforeseeable extenuating circumstances; in such case, the provisions in Section 11.2.1 below shall apply.

11.2.1 Consequence of Cancellation. If the College approves the Student's cancellation petition, then: (1) the Student shall vacate the Room and the Residence Hall at the time set by the College; (2) the College shall retain the Room Deposit as partial liquidated damages for the Student's failure to perform his/her/their obligations under this Contract; (3) the College shall be entitled to retain (or obtain from the Student if paid in installments) the Student's Room charge, to the extent allowed by law; and (4) the College will assess the Student those damage charges described in Paragraph 4.3 above (if any), to the extent they exceed the amount of the Room Deposit. The Student hereby agrees that the liquidated damages fee noted above covers a portion of the College's costs resulting from the Student's failure to fulfill the terms of the Contract, and that such fee is reasonable and accepted as liquidated damages caused by such circumstances because it is impractical and difficult to determine the exact amount of damage resulting from the Student's breach.

11.3 Failure to Petition After Contract Period Begins; Failure of College to Approve Petition. If (1) the Student never occupies or vacates the Room but fails to submit a petition to cancel this Contract or (2) the College receives the Student's petition to cancel but does not approve such petition, this Contract will

not be canceled and the Student will continue to be responsible for all charges due under this Contract for the entire Contract Period.

12. COLLEGE'S RIGHT TO TERMINATE CONTRACT.

12.1 Circumstances Resulting in Termination of Contract. The College shall have the right at its option (and in addition to other available remedies) to terminate this Contract at any time after written notice to the Student (the "Notice of Termination"), and/or to terminate or to suspend any of the rights and privileges of the Student under this Contract, for any of the following reasons:

12.1.1 Monetary Default. A failure of the Student to pay money due under or as a consequence of this Contract, unless such payment is made within three days after the College's delivery of the Notice of Termination (the "Three-Day Period"). The College shall exclude Saturdays, Sundays and other judicial holidays from the calculation of the Three-Day Period.

12.1.2 Non-Monetary Default. A violation by the Student of any of the other terms and conditions of this Contract, unless such violation is, in the College's sole judgment, curable and the Student does cure such violation to the College's satisfaction during the Three-Day Period;

12.1.3 Loss of Student Status. The termination of the status of the Student as a currently enrolled full-time student at the College for any reason;

12.1.4 . Health, Safety, General Welfare or Emergency. If the College finds, in its sole discretion, that such action is appropriate for reasons of health, safety, general welfare of its students or an emergency (unless such matter is, in the College's sole judgment, curable and the Student cures such matter to the College's satisfaction during the Three-Day Period). Since each of the Residence Halls is a group living situation in which students are assigned Rooms as well as roommates, the Student agrees to respect the rights of other students and to behave in a manner conducive to a harmonious living environment as determined by the College. The College may therefore terminate this Contract for general welfare purposes if the Student demonstrates an ongoing inability to abide by the requirements for such group living.

12.2 Consequence of Termination. If the Student fails to timely remedy the breach or violation described in the Notice of Termination, or if the Notice of Termination provides that the Student's breach or violation is non-curable, the following shall apply: (1) the Student shall vacate the Room and the Residence Hall at the time set by the College; (2) the College shall retain the Room Deposit as liquidated damages for the Student's failure to perform his/her/their obligations under this Contract; (3) the College shall be entitled to retain (or obtain from the Student if paid in installments) the Student's Room payment; (4) the College will assess the Student those damage charges described in Paragraph 4.3 above (if any), to the extent they exceed the amount of the Room Deposit; provided the Student has completed the established check-out procedure and the Student has settled in full all accounts and debts owing to the College. The Student hereby agrees that the liquidated damages fee noted above covers a portion of the College's costs resulting from the Student's failure to fulfill the terms of the Contract, and that such fee is reasonable and accepted as liquidated damages caused by such circumstances because it is impractical and difficult to determine the exact amount of damage resulting from the Student's breach.

12.3 Suspension or Termination by the College Due to a Pandemic

12.3.1 The College may temporarily suspend or terminate this Contract at any time if (i) the College concludes in its sole and absolute discretion that, for health and safety reasons, such action is in the best interest of the College or its student body and (b) such action is due to the existence or risk of infection

caused by the novel coronavirus, COVID-19, or any other virus, epidemic, pandemic or emergency that may affect the health or safety of the College's students, even if the Student is virus-free. The College may also temporarily suspend or terminate this Contract even if the Student previously contracted the virus, since the extent of immunity and the risk of reinfection are unknown.

12.3.2 The College may also temporarily suspend or terminate this Contract at any time if an order, directive, ordinance or law issued by a local municipality, the State of California or the Federal government, or an order issued by a court of competent jurisdiction, requires the College to cease providing student housing for a definite or indefinite period of time.

12.3.3 If the College terminates this Contract, the College's Notice of Termination shall provide the Student not less than three business days' written notice of the termination date of this Contract. If Student fails to timely vacate the Student's Room, the College may also impose applicable fees in accordance with the terms of this Contract.

12.3.4 "Room and Board" charges are the fees paid by the Student for the right to occupy a Room under this Contract and for a meal plan. If the College terminates this Contract under this Section 12.3, the College shall place the value of all unused Room and Board charges to the Student's account within 60 days after the date this Contract terminates. The amount of unused Room and Board charges shall be calculated as either a fraction of the total Room and Board charges for the semester, the denominator of which is the total number of Boarding Days (defined below) in the applicable semester, and the numerator of which is the number of Boarding Days between the day after this Contract terminates and continuing through the end of the semester or another reasonable methodology as determined by the College. If the College terminates this Contract before any semester commences, the College shall refund 100% of the Room and Board charges for such semester to the Student.

12.3.5 The phrase "Boarding Days" means the time period commencing on the date noted in Section 2.2 above and ending on the date noted in Section 2.3 above.

12.3.6 If the College decides to temporarily suspend this Contract, then this Contract shall remain in effect, subject to the following terms: (i) all references in this Section 12.3 to "termination" shall instead mean "suspension"; (ii) the College shall refund all unused Room and Board charges to the Student for only the time period covered by the suspension; and (iii) the Student may reoccupy his/her/their Room after the suspension ends.

12.3.7 The College reserves the right to (i) temporarily suspend this Contract on one or more occasions, (ii) terminate this Contract during or after a period of suspension and (iii) terminate this Contract without any prior suspensions.

12.3.8 If the College suspends or terminates this Contract under this Section 12.3, the College shall not owe an interest on the refunded Room and Board charges, nor shall the College have any obligation to refund any other fees, including but not limited to application fees, early arrival or occupancy fees, late fees, or room change fees. After the Student moves out and the College inspects the Room, the College may also require the Student to pay applicable repair and/or replacement fees, in accordance with the terms of this Contract.

12.3.9 If any inconsistencies exist between the provisions in this Section 12.3 and any other term or provision in this Contract, the provisions in this Section 12.3 shall control.

13. VACATING ROOM; DISPOSITION OF PERSONAL PROPERTY. When the Student vacates the Room and Residence Hall, or upon cancellation or termination of this Contract, the Student must remove all personal property and shall leave the Room, its furnishings, fixtures, and any appliances in as good an order and condition as the same were upon commencement of the Student's occupancy, with reasonable wear and tear excepted. The Student must also return all Room keys to the Housing and Residential Life office (or pay for any lost keys in accordance with the College's key replacement cost schedule). The Student acknowledges that items left in the Room, or elsewhere on campus, after vacating or termination of this Contract shall be deemed to be abandoned property and may be immediately disposed of by the

College, in its sole discretion. Any costs incurred by the College associated with such disposal will be the financial responsibility of the Student. Further, if the College elects in its sole discretion to store any of the Student's possessions, the College may charge the Student a storage fee based on the College's cost to pack, relocate, store and ship such items to the Student, as applicable. Students may also temporarily store their items in designated storage locations as specified in Closing Memos and other College communications. There is no obligation on the part of the College to store any items deemed as abandoned in the Room or elsewhere on campus nor to reimburse the Student for any loss.

14. **NON-LIABILITY FOR DAMAGES.** The College shall not be responsible or liable directly or indirectly for loss of or damage to personal property resulting from fire, flood, electrical outages, theft, or any other cause which occurs in the Room, Residence Hall or common areas prior to, during, or subsequent to the Contract Period, even if the damage is alleged to have arisen out of the negligence of the College or its agents. The Student should review his/her/their property insurance coverage to ascertain the status of the Student's coverage while living in his/her/their Room, particularly noting the presence or absence of a coverage clause for mysterious disappearance (i.e. loss where physical proof is not available). The College strongly recommends that the Student purchase insurance (such as renter's insurance) to cover the loss of or damage to their personal property. The College has no responsibility and provides no insurance or financial protection for the Student's personal property.

15. **DESTRUCTION OR UNAVAILABILITY.** In the event that the Room is destroyed or becomes not habitable for occupancy as the result of conditions not reasonably foreseeable at the time this Contract is made (but not as a result of conditions caused by the Student), the Student shall be entitled to a full refund if such destruction or uninhabitability occurs prior to occupancy or to a pro rata refund for any fees applicable to periods the Student cannot be provided with a Room. Such refund shall be the Student's sole and exclusive remedy. Such conditions include, but are not limited to, damage caused by floods, fire, earthquake, other natural disasters and vandalism; civil disorder; compliance with state or federal law; and unanticipated interruption of basic services.

16. **NON-WAIVER.** The College's waiver of any breach of a term or condition of this Contract shall not constitute the College's waiver of any subsequent breach.

APPLICABLE LAW AND VENUE - NOTICES - ENTIRE AGREEMENT; DOCUMENT PRIORITY; AMENDMENTS

17. **APPLICABLE LAW AND VENUE.** This Contract shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed therein. The Student agrees to submit to the jurisdiction of the federal and state courts in Los Angeles County, California, for the resolution of any disputes arising hereunder.

18. **MEGAN'S LAW NOTICE.** The College is required by law to provide the following notice to the Student: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

19. **INFORMATION ABOUT BED BUGS.**

19.1 Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about $\frac{1}{4}$ of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about $\frac{1}{16}$ of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

19.2 Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

19.3 Bed bugs can survive for months without feeding.

19.4 Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

19.5 Common signs and symptoms of a possible bed bug infestation: (i) small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls. (ii) molted bed bug skins, white, sticky eggs, or empty eggshells; (iii) very heavily infested areas may have a characteristically sweet odor; (iv) red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

19.6 For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

19.7 Actions to Control Bed Bugs. Student agrees to prevent and control possible bed bug infestation by routinely taking the following precautions: (i) check for hitch-hiking bed bugs, and inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering your Room; (ii) check backpacks, shoes and clothing after using public transportation or visiting theaters; (iii) after guests visit, inspect beds, bedding and upholstered furniture for signs of bed bug infestation; (iv) report any problems immediately to the College (even a few bed bugs can rapidly multiply to create a major infestation that can spread to other units); and (v) cooperate with pest control efforts to facilitate the detection and treatment of bed bugs. Student waives any claims of any nature against the College for any losses, damages and expenses as a result of the negligence of Student or any guest occupying or using the Room. Further, the College shall not be liable for any loss of Student's personal property as a result of an infestation of bedbugs.

20. LEAD-BASED PAINT (FOR HOUSING BUILT BEFORE 1978).

20.1 Lead Warning Statement. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in dwelling. Lessees must also receive a federally-approved pamphlet on lead poisoning prevention.

20.2 The College's Disclosure. The College has no current knowledge of the presence of lead-based paint and/or lead-based hazards in the housing.

20.3 No Records or Reports. The College has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

20.4 Student's Acknowledgement. By signing below, Student acknowledges receiving the above information and further acknowledges receiving a copy of the EPA/HUD lead hazardous information pamphlet entitled "Protect Your Family from Lead in Your Home". Students may also download such pamphlet at: <https://bit.ly/2ts1FUt>

20.5 Certification of Accuracy. By signing below, the parties have reviewed the information and certify, to the best of their knowledge, that the information they have provided is accurate.

21. ASBESTOS DISCLOSURE (FOR HOUSING BUILT BEFORE 1979). Some of the student housing was built prior to 1979, when asbestos was used as a material in the construction of buildings. The College has conducted a review of buildings for known friable and non-friable asbestos and identified specific areas with asbestos containing materials ("ACMs"). The College maintains a specific listing of buildings with known friable and non-friable asbestos, and buildings where no ACMs have been found, and publishes the list on its website at <https://bit.ly/2SNiHGB>. For additional information regarding ACMs, the Student may contact the Facilities and Maintenance Office at (909) 621-8226. The College has not inspected every part of every pre-1979 building for ACMs, and therefore makes no representations or warranties about the existence or non-existence of ACMs, other than the list noted above where the College has found ACMs. If the Room contains ACMs, please note the following information regarding these materials:

21.1 Asbestos is a mineral that readily separates into long, flexible fibers suitable for construction use because of their strength, heat-resistance and durability. ACMs are manufactured construction material which contain more than 1/10 of 1% asbestos by weight. Prior to 1979, ACMs were commonly used in acoustic ceiling material, paper tape, heating and cooling ducts, and certain types of floor tiles. Release of asbestos fibers may result in exposure and potential health risks from that exposure. Asbestos is contained in the Proposition 65 a published list of naturally occurring and synthetic chemicals known to the State of California to cause cancer.

21.2 Student shall notify the College immediately, in writing, preferably via the Facilities and Maintenance work order system: (a) if there is any damage to or deterioration of the ceiling, walls, or floor tiles in the Room or building, including (without limitation) loose, cracking, hanging, or dislodged material, water leaks, or stains in the ceiling, walls, or floor tiles; or (b) upon the occurrence of any of the activities described above. Nothing contained herein shall allow Student to avoid its obligations under this Contract.

22. NOTICES TO THE COLLEGE; NOTICE FOR ROOM PAYMENTS. The name, telephone number, and usual street address of the College or its authorized agent for (i) receipt of personal service of process, (ii) receiving all notices and demands is and (iii) at which personal service for the College's authorized property manager may be effected is: Andrew R. Dorantes, Vice President, COO and Treasurer, Harvey Mudd College, 301 W. Platt Blvd, Claremont, CA 91711 (909) 621-8126. The name and address of the person or entity to whom all Room payments shall be made is noted in the section below entitled, "Payment Methods". The phone number for the recipient of such payments is: (909) 621-8107 (Student Accounts Office).

23. ENTIRE AGREEMENT; DOCUMENT PRIORITY; AMENDMENTS. This Contract (including the HMC Assistance Animal Policy and those provisions in the Catalogue, the Student Handbook and those

portions of the College's website that address the topics covered by this Contract) constitutes the entire agreement between the parties hereto with respect to the subject matter and supersedes 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 (including but not limited to Exhibit "A"). The HMC Assistance Animal Policy and the provisions in the Catalogue, Student Handbook and College's website that address the topics covered by this Contract are incorporated herein by this reference. If any conflict exists between the provisions in this Contract and the provisions in the Catalogue, Student Handbook or College's website, the provisions in this Contract shall control. No modification or amendment to this Contract will be effective unless it is in writing and is signed by all parties.

24. CERTIFICATION. The Student certifies that the statements made in connection with this Contract are true and correct.

THE STUDENT REPRESENTS THAT HE/SHE/THEY HAS READ AND UNDERSTANDS THIS CONTRACT. BY PROVIDING HIS/HER/THEIR ELECTRONIC SIGNATURE BELOW, COMPLETING THE BLANKS AND CLICKING "I AGREE", THE STUDENT IS AGREEING TO ABIDE BY ALL OF THE CONTRACT'S TERMS AND CONDITIONS, AND GRANTS PERMISSION TO THE COLLEGE TO RELEASE THE STUDENT'S NAME AND CONTACT INFORMATION TO THE STUDENT'S ROOMMATE(S).

THE STUDENT FURTHER UNDERSTANDS THAT BY COMPLETING THIS ONLINE FORM, THE STUDENT IS CONSENTING TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS AND THAT THE COLLEGE MAY COMMUNICATE WITH THE STUDENT ELECTRONICALLY IN CONNECTION WITH ALL ASPECTS OF THIS TRANSACTION, INCLUDING SENDING THE STUDENT ELECTRONIC NOTICES.

THE STUDENT ALSO UNDERSTANDS THAT IF THE STUDENT IS UNDER 18 YEARS OF AGE, THE STUDENT MAY ELECTRONICALLY SIGN THIS CONTRACT, BUT THE STUDENT IS REQUIRED TO HAVE A PARENT OR GUARDIAN'S COMPLETED INFORMATION AND ELECTRONIC SIGNATURE OR PRINT A COPY OF THE COMPLETED CONTRACT AND MAIL OR DELIVER TO THE COLLEGE, ADDRESSED TO THE DEAN OF STUDENTS OFFICE.

EXHIBIT "A"

Information on charges can be found at: <https://bit.ly/2XEbhsN> Information on refunds can be found at: <https://bit.ly/2H3FJYo>

Payment Methods

HMC offers three payment methods:

1. Payments may be sent by mail to

Standard USPS Payment Mailing Address
Harvey Mudd College
Dept 8185
Los Angeles, CA 90084-8185

Overnight/Express Courier Payment Mailing Address
Wells Fargo Lockbox-E2001-049
Ref: Dept. #8185 Harvey Mudd College
3440 Flair Drive
El Monte, CA 91731

2. Payments may be made by eCheck.

3. Payments may be made via Electronic Fund Transfer (EFT). For account information please email the College at: Student_accounts@hmc.edu.

Payments must be received by the 20th of the month billed.

Information on Payment Methods can also be found at:
<https://www.hmc.edu/bao/student-accounts/payment-methods/>

Payment Plans

HMC offers two payment options: A Full Payment Plan and a Monthly Payment Plan. A Tuition Payment Agreement form (PDF) is required, as it designates which payment method you wish to select. Please choose the plan you prefer, sign and return the form to the Office of Student Accounts. If we do not receive the signed Tuition Payment Agreement form by the date listed on the Student Accounts website, you will be placed on the full payment plan.

Information on Payment Plans can also be found at:
<https://www.hmc.edu/bao/student-accounts/charges/payment-plans/>

Agreement

The Student is advised to retain a copy of this Contract and to keep a copy of it for the Student's records.

Please type your full name below indicating your understanding: