The Housing License Agreement ("Agreement") is entered into by and between the student whose name appears on the Housing License Agreement (and such person's parent or guardian, if the student is under 18 years of age) (collectively, the "Student") and the California Institute of the Arts, a California nonprofit public benefit corporation (the "Institute"), who agree as follows:

1. REVOCAhBLE LICENSE

1.1 Room License This Agreement is a revocable license, which grants to the Student permission to use an assigned residential living space (a "Room") in one of the Institute's two student-housing facilities ("Residence Halls") on campus. Such license is personal to the Student, and therefore the Student is prohibited from transferring or assigning Student's Room, or any other right and interest in this Agreement, to any other person.

1.2 Use The primary purpose of the Residence Hall is to function as a living space, conducive for all students to live, sleep and study, and the Student shall use the Residence Hall and occupy his or her Room accordingly.

2. RULES AND POLICIES

2.1 Applicable Rules and Policies The Student agrees to comply with all rules and policies of the Institute relating to the Student's use and occupancy of the Room and common areas of the Residence Hall, as such rules and policies may be revised from time to time. Such rules and policies include, without limitation, the following (each of which the Student acknowledges receiving):

A) This Agreement
B) The On-Campus Housing Brochure (a.k.a. CalArts Housing 2009–10)
C) The Housing Application

2.2 Scope and Enforcement of Rules All of the Institute's rules and policies described in Section 2.1 above are incorporated herein by this reference. If any inconsistency exists between such rules and policies and this Agreement, the provisions in this Agreement shall prevail. Any changes and additions to such rules and policies shall become effective and binding on the Student as of the date they are posted in Student’s Residence Hall or are otherwise officially announced by the Institute. The Student’s violation of such rules and polices shall be considered a breach of the Agreement and may result in the loss of housing.

3. ROOM CHARGES

3.1 Fees for the School Year (the "Housing Fee") (The fees below do not include meal plan fees)

<table>
<thead>
<tr>
<th>Residence Hall</th>
<th>Single Occupancy Room/apt</th>
<th>Double Occupancy Room</th>
<th>Triple Occupancy Room</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ahmanson Hall</td>
<td>$6,980</td>
<td>$5,236</td>
<td>$3,946</td>
</tr>
<tr>
<td>Chouinard Hall</td>
<td>$6,980</td>
<td>$5,236</td>
<td>$3,946</td>
</tr>
</tbody>
</table>

3.2 Billings and Payment The Institute will notify the Student regarding billing through the Student’s CalArts e-mail registration instructions. The Student may pay the Housing Fee in one lump sum, in two installments, or in a payment installment plan as arranged by the Controller’s Office. Billings are not sent to the Student’s parents or guardian. The Student’s failure to receive a bill does not relieve the Student of the responsibility of paying the Housing Fee by the due date set forth on the bill.

3.3 Housing Fee for Entire Year The Student is financially responsible for the entire academic year’s Housing Fee.

3.4 Notification of Cancellation Fall Semester students may cancel a reservation by submitting written notice no later than July 1, 2009. Any student who cancels his/her space after July 1 will be subject to a $250 cancellation fee. As of September 1, 2009 the Student is financially responsible for the entire academic year’s Housing Fee for his/her Room.

4. ROOM ASSIGNMENTS

4.1 Assignments and Reassignments The rooms in the Residence Halls are designed for, and are intended to be occupied at all times during the academic year by, at least two students per bedroom within Chouinard Hall and one student per bedroom within Ahmanson Hall. Therefore, all rooms are assigned on a non-exclusive basis. The Institute reserves the right to reassign the Student and/or the Student’s roommate(s) to different rooms and Residence Halls at any time if student occupancy numbers change or for any other reason deemed appropriate by the Institute in its sole and absolute discretion. The Institute’s Housing Office reserves the right to make temporary assignments and accommodations as well.

4.2 Winter Break No Room changes will occur during Winter Break, unless (1) initiated by the Institute or (2) a student has vacated their room prior to the deadline departure date, leaving the space ready for a new student. The Student can only change his or her Room during Winter Break if approved by the Housing Office.

4.3 Increased Housing Fee for Vacancies If the Student’s roommate(s) vacates and there are no students on a waiting list for space, or no other student is willing to room with the Student, the Institute reserves the right to charge the Student a Housing Fee to reflect the current occupancy (see Housing Brochure for complete information).

4.4 New Roommates The Student agrees, in the event of a vacancy in their Room, to accept a newly assigned student designated by the Housing Office. If time permits, the Housing Office will attempt to advise the Student of his/her next roommate’s name and anticipated check-in date.

4.5 Lifestyle Inconsistency; Institute’s Termination Right The Institute reserves the right to terminate this Agreement if in its sole and absolute discretion it determines that the Student consistently causes a roommate to vacate for any reason, including without limitation that the Student has a lifestyle inconsistent with the requirements of group living.

4.6 Use of Other Rooms and Areas The Student is not permitted to use or enter into any rooms assigned to other students without such other students’ consent and/or the consent of the Housing Office. Further, the Student is never allowed to enter or use any part of the Residence Hall not designated for Student use.
5. TERM AND TERMINATION

5.1 Term  The term of this Agreement, and the Student’s revocable license to occupy space within the Residence Hall, shall commence on September 7, 2009 and shall terminate on May 14, 2010 (the “Term”). The Student must vacate his/her Room by the end of the Term, which is the close of the academic year.

5.2 Delay of Commencement of Term  Notwithstanding Section 5.1, the Institute reserves the right to delay commencement of the Term and place the Student on the Waiting List for the Room if the Student has failed to check into his/her assigned Room and/or registered in school on the last day of class sign up, which is (1) September 11, 2009 for the Fall Semester and (2) January 8, 2010 for the Spring Semester. As an on-campus resident, the Student does not have the right to register for school after such dates.

5.3 Early Termination by the Institute  The Institute shall have the right and option to terminate this Agreement and revoke the Student’s license to occupy his or her Room prior to the end of the Term, upon the occurrence of any of the following:

5.3.1 The Student’s breach of any term or condition in this Agreement or of the rules and policies which are incorporated herein, including but not limited to the Student’s failure to pay the Housing Fee when due;

5.3.2 The Student’s violation of any laws or ordinance in connection with the Students use of the Residence Hall or occupancy of their Room, or the Student’s commission of waste or a nuisance, or unreasonable annoyance of any other Student, as determined by the Institute in its sole and absolute discretion; or

5.3.3 The Student’s withdrawal as a student from the Institute for any reason, whether voluntary or involuntary.

5.4 Right to Appeal – Vacate Notice  See the On-Campus Housing Brochure for appeal procedures.

5.5 Student’s Forfeiture of Housing Fee  If the Institute terminates this Agreement for any of the reasons set forth in Section 5.3 above, then subject to any applicable provisions in Sections 5.6 though 5.8 below, any unused portion of the Housing Fee shall be deemed forfeited by the Student and shall be deemed liquidated damages owed to the Institute as a result of the Student’s breach of this Agreement. The Student agrees that forfeiture of the unused Housing Fee is reasonable because during the Term it may be difficult for the Institute to locate another student willing to occupy the Student’s Room, and it is therefore impractical or extremely difficult to determine the Institute’s actual damages upon the Student’s breach of this agreement.

5.6 Early Termination by Student  The Student shall have the right, under limited circumstances, to receive a partial refund of the Student’s Housing Fee if the Student vacates his or her Room before the end of the Term. To obtain such refund, the Student must first notify the Institute’s Housing Office of the Student’s intention to move out of the Residence Hall (the “Termination Petition”). The Student’s delivery of the Termination Petition to any other Institute office will be deemed inadequate notice to the Institute.

5.7 Student’s Termination Petition  The Student must submit his or her signed Termination Petition to the Housing Office in writing, and it must be received and the amounts utilized by the Institute as provided in Section 5.1 and return any remaining security deposit to the Student.

5.7.1 Academic withdrawal or leave of absence (approved by the Institute);

5.7.2 The Student’s financial disqualification from the Institute;

5.7.3 The Student’s financial hardship as determined by the Institute in its sole and absolute discretion;

5.7.4 Illness, which suspends the Student’s status as a student of the Institute, and;

5.7.5 Marriage by the Student, if the Student’s spouse is not a registered student of the Institute.

5.8 Calculation of Refund of Housing Fee  The amount of the Housing Fee refund shall be determined by the Housing Office in its sole and absolute discretion, taking into consideration all of the Institute’s costs in connection with the termination of this Agreement and in attempting to find another student to occupy the Room. If the Student submits a Termination Petition and leaves the Residence Hall for one of the reasons set forth in Section 5.7, above, but continues to be a registered student of the Institute, the Housing Office shall have the right and option to offset, from the requested Housing Fee refund, a sum equal to 11% of the total Housing Fee multiplied by the number of weeks from the semester check-in date until the date the Student vacates his/her Room. Any refund of the Housing Fee shall not be delivered to the Student until after the Student has vacated his/her Room.

6. SECURITY DEPOSIT

6.1 Application of Security Deposit  Student has deposited with the Institute the sum of $150 as security for the full performance by Student of all the terms, covenants and conditions of this Agreement. The Institute has the right to claim from such security deposit such amounts thereof as are reasonably necessary (1) to remedy the Student’s failure to timely pay Housing Fees and other sums required by the Institute, (2) to repair any damages to the Residence Hall common areas or Room caused by the Student, (3) to clean the Room upon termination of this Agreement, (4) to reimburse the Institute for the cost of any lost keys, and (5) as an offset against any other sums owed by the Student to the Institute.

6.2 Reimbursement of Deposit  If the Institute claims any amounts of such security deposit during the Term for any of the purposes described above, the Student shall immediately pay to the Institute a sum equal to such amounts as have been claimed by the Institute for purposes of restoring the security deposit in full.

6.3 Commingling of Funds; No Interest  The Institute may commingle any security deposit with its own funds and shall have no obligation to pay any interest on the security deposit. The Institute reserves the right to increase the amount of the security deposit for the following school year. Within 21 days after the Student vacates the Room, the Institute shall provide the Student with an itemized statement of the amount of the security deposit received and the amounts utilized by the Institute as provided in Section 6.1 and return any remaining security deposit to the Student.
7. GUEST POLICY

7.1 Guest Registration All individuals who are visiting the Student (“Guests”) must be registered by the Student with the Housing Office prior to the arrival of the Guests. The Student is not allowed to have Guests stay in the Student’s Room for more than three days per semester, without permission from the Housing Director and the Student’s roommate(s).

7.2 Guest Responsibilities and Removal The Student is solely responsible for any personal injury or property damage to the Institute, its employees and students and third parties resulting from the acts and omissions of the Student and/or the Student’s Guests, and the Student must remain in the company of their Guests at all times during the Guests’ visits to the campus. Any student residing in the Residence Hall may request that the Student’s Guests leave, pursuant to the Institute’s Housing Guest Policy. Further, the Institute reserves the right to immediately remove from campus any Guest who uses illegal substances, becomes intoxicated, or verbally or physically abuses a registered student or employee of the Institute.

8. DEADLINE TO VACATE; FEE FOR DELAY

8.1 Vacation of Room Upon Various Events If the Student withdraws from school while classes are in session, the Student must vacate his/her Room within three days from the date indicated on the Leave Form as the last date of class attendance. If the Student withdraws between the first and second semester, the Student must vacate his/her Room by Sunday, December 13, 2009. The Student must vacate his/her Room within three days after a termination of this Agreement by the Institute under Section 5 above. In any event, the Student must vacate his/her Room at the end of the Term, and checkout on either Saturday, May 15, 2010 or Sunday, May 16, 2010.

8.2 Fee for Delay in Vacating If the Student has not vacated his/her Room and properly checked out by the applicable withdrawal date, the Student will be charged a rate of $125 per night until the Student does so.

9. CASUALTY AND OTHER EXIGENCY

9.1 Termination of Agreement on Casualty, Etc. If the Room or other portions of the Residence Hall are destroyed or become unavailable as the result of a casualty (e.g., fire, earthquake, natural disaster), condemnation or other conditions not reasonably foreseen or outside of the Institute’s control (including but not limited to the need for the Institute to comply with state or federal law and interruptions of basic services), the Institute shall have the right and option to terminate this Agreement on not less than three days notice to the Student. In such event, the Student will be entitled to a pro rata refund of any Housing Fees applicable to periods after the Student is required to move out of his/her Room, as the Student’s exclusive remedy.

9.2 Personal Property The Institute assumes no responsibility for and is not liable for any loss or damage of the Student’s personal property. The Institute recommends that the Student purchase outside insurance to protect the Student against loss, damage or theft of the Student’s personal property.

10. INDEMNIFICATION

The Student shall indemnify, defend and hold harmless the Institute and its officers, agents and employees from any and all liability, claims, loss, damages and expenses (collectively “Loss”), including attorney’s fees and costs, arising by reason of any injury, loss or damage to person or property from any cause whatsoever, arising out of the Student’s or Student’s Guest’s use or occupancy of the Room and/or Residence Hall or breach of this agreement, except to the extent such Loss arises out of the sole gross negligence or intentional misconduct of the Institute or its officers or employees.

11. GENERAL PROVISIONS

11.1 No Taxable Possessory Interest This Agreement only grants the Student a revocable license to use whatever Room the Housing Office assigns to the Student. This Agreement does not create a taxable possessory interest. The Institute is a private institution, and therefore the Room may not constitute as qualification for any California State Renter’s Credit.

11.2 Keys Keys are for the Student only and shall not, under any circumstances, be loaned, borrowed or otherwise relinquished to any other individual. The Student is prohibited from duplicating or modifying keys. The keys are the property of the Institute and the Student must return the keys at the end of the Term.

11.3 Maintenance of Room The Student agrees to maintain in a clean and safe condition, the Student’s Room (including the area directly outside of the doors and the patio areas) and to leave the Room in a clean and orderly condition at the end of the Term. Balconies are to be kept clear at all times.

11.4 Exterior Room Doors Students may only have dry erase boards on the outside of their room door. Any other items such as, but not limited to, stickers, bulletin boards, paper, and posters are not permitted.

11.5 Drugs Prohibited The Student’s use, possession or distribution of illegal drugs, simulated drugs or drug paraphernalia, or any other violation by the Student of the Institute’s Alcohol and Drug Policy, constitutes a material breach of this Agreement, which entitles the Institute to, among other things, terminate this Agreement and require the Student to vacate their Room within three days after applicable notice.

11.6 Institute’s Right of Entry The Institute and its authorized agents and employees may enter the Student’s Room at any time (1) with advance notice to make necessary or desirable inspections (which shall occur on a regular basis) and for maintenance and repairs and (2) with or without notice for the security of the Student and other students, for health, safety and emergency purposes, for administrative necessity, and to investigate when a reason to suspect that a violation of Institute policies may be occurring. Thus, the Housing Director and the Director’s Representatives have the right to enter a Student’s Room at any time without advance notice when the Director or the Director’s Representatives have a reason to suspect that illegal substances, weapons, ammunition, explosives, fireworks, flammable materials, and other contraband may be in the Room.

11.7 Doors and Shades The Student is responsible for keeping doors to their Room locked at all times, and keeping the shades drawn in the evening.

11.8 No Waterbeds Waterbeds are NOT permitted within the Student’s Room.

11.9 No Pets Allowed Pets are prohibited within the Residence Halls and in the Student’s Room.
11.10 Vehicles Regulation Within Residence Halls. Mopeds and other motorized vehicles are prohibited within the Residence Hall and in the Student’s Room. Skateboards, bicycles, roller skates, rollerblades, etc. may not be ridden in the Residence Hall or any other building on campus, including the pool area.

11.11 Alterations. The Student shall not make any alterations or improvements to their Room without the prior written permission of the Institute, which it may withhold in its sole and absolute discretion. Alterations and improvements which require the Institute’s permission include, but are not limited to, the following: painting, wallpapering or other changes to the walls or ceiling, removing closet doors or window screens, installing shelves or flooring, installing deadbolt locks and making any changes or modifications to the existing furniture. Any approved alterations and improvements shall become the property of the Institute, and shall not be removed upon the expiration of the Term. If the Student makes any unauthorized alterations or improvements, the Institute shall have the right and option to require the Student to return the Student’s Room to its prior condition, at no cost to the Institute, or the Institute may do so at the Student’s expense.

11.12 Smoking Restrictions. There are no smoking rooms available in either Residence Hall. Smoking is prohibited in both Chouinard and Ahmanson Halls. Violators are subject to fines.

11.13 Fire Code/Furniture. Students are responsible for making sure any drapes, fabric-covered furniture, or any fabric used for decorative purposes brought into the room or suite are “fireproofed”. The fabric-covered furniture must have a tag that states they are in compliance with fire regulation 117 or 133.

11.14 Noise. “Quiet Hours” are from 11 p.m. to 9 a.m. seven days a week. At all times there shall be NO loud noises that are disruptive or inconsiderate to other students. Please see the Housing Brochure for more information.

11.15 Alcohol. Alcohol is not allowed in any of the public areas of either Residence Hall. Students under the age of 21 may not purchase, use or have alcohol in their possession. If the Student is of legal age in the State of California to purchase, consume and possess alcoholic beverages, the Student may do so only in the confines of his/her Room. Alcoholic beverages shall be sealed for transportation to and from the Student’s Room. The purchase and sale of alcoholic beverages is prohibited in the Residence Halls. No person shall provide any alcoholic beverages to any person not of legal age for possession or consumption of such beverages. (Refer to the Institute Alcohol Policy and the Housing Brochure).

11.16 No Responsibility for Electrical Overload. There is minimal electrical wattage available for each Room. Therefore, any additional equipment such as phone answering machines, fax machines, computers, printers, refrigerators, televisions, stereos etc. may cause an electrical overload. The Institute will NOT be responsible for damage to equipment due to electrical overloads.

11.17 Attorneys Fees. The Student agrees to pay all attorney’s fees and costs in any action relating to this Agreement, including but not limited to any action to recover possession of the Room.

11.18 Integration. This Agreement (including the Institute’s incorporated rules and policies) represents the entire agreement and understanding between the parties concerning the Student’s right to use the Residence Hall and the Room, and all other agreements of any nature, oral or written, expressed or implied, are superseded by this Agreement.

11.19 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be considered a single instrument.

Student (and parent or guardian if Student is under 18 years of age) hereby applies to the Institute for a license to use assigned residential living space on the Institute’s campus, and certifies that he/she has read and understood the CalArts Housing License Agreement 2009–10 and the CalArts Housing Application 2009–10, which are incorporated by reference herein; that his/her statements made in the application are true and correct; and that he/she understands that any misrepresentations or false statements appearing hereon are material to the Housing License Agreement and the Housing Application, and would constitute breach thereof. This agreement is executed as of the day and year set forth below:

Student’s Printed Name

Date

Co-Signature of Student’s Parent/Guardian (If Student is under 18 years of age)

Printed Name of Student’s Parent/Guardian

Date

California Institute of the Arts is a California nonprofit public benefit corporation.