

2020-2021 HOUSING & RESIDENCE LIFE

HOUSING AND MEAL PLAN APPLICATION & CONTRACT TERMS AND CONDITIONS

The housing and meal plan contract is a legal and binding agreement between the resident (and the resident's parent or legal guardian where applicable) and Cornish College of the Arts for the entire academic year (fall and spring semester), or a portion thereof if entered into after the beginning of the academic year. Charges are assessed each semester.

Housing paperwork that is incomplete will be returned or default options will be assigned at the discretion of Housing and Residence Life. Housing and meal plan contracts submitted with discriminatory comments or with explicit directions that hinder assignment processing may be returned.

Students who are not required to live on campus or are eligible to exempt the housing requirement must exercise such options before signing the housing and meal plan contract.

In signing the contract, a student gives up their option to exempt and/or live off campus for the full academic year.

Before signing and submitting the contract read all terms and conditions included and be sure you understand what you are signing. Review your financial resources and your medical, religious and dietary needs to make plans for the entire academic year.

Cancellation Dates & Financial Responsibilities

| Cancellation Date | Fall Charges | Spring Charges | Deposit Refund |
|---|--------------|----------------|----------------|
| Before May 1 | None | None | Yes |
| May 1-June 30 | None | None | No |
| July 1 to 1 st Day of Classes | 50% | None | No |
| After 1 st Day of Fall Classes | 100% | 50% | No |
| After 1 st Day of Spring Classes | 100% | 100% | No |

Initial acknowledging the Contract Cancellation Dates _____

APPLICANT DETAILS

First Name:

Last Name:

Preferred Name:

Major:

Cell Phone:

Email Address:

Gender:

Prefer to live with students who are (select at least one):

Female

Male

Non-binary

Female

Male

Non-binary

Room Type Preference #1:

Room Type Preference #2:

Meal Plan Selection:

Single and Triple room inquiries can be submitted to housing@cornish.edu. These room types are exceptionally limited, and they are assigned by need and availability. Please plan on your selected room type preference as your default assignment.

EMERGENCY CONTACT

First Name:

Email Address:

Last Name:

Phone Number:

CONTRACT TERMS AND CONDITIONS

1. CONTRACT PARTIES

This contract is between Cornish College of the Arts (hereinafter referred to as "Cornish" or "College") as the co-manager for the residence hall, Capstone On-Campus Management, LLC (hereinafter referred to as "Agent") as the co-manager for the residence hall, and HSRE-Capstone Cornish, LLC (hereinafter referred to as "the owner") as the owner of the residence hall and the person, hereinafter referred to as the "Resident," whose signature appears on the contract. The contract is not transferable.

2. ASSIGNMENT & SUBLETTING

Resident agrees that the Unit shall not be assigned nor sub-let to any other person without the express written consent of the College. Resident understands and agrees that a violation of this provision is grounds for the termination of Residents contract for cause.

3. CONTRACT OFFER

- A. The delivery of this contract by the College to the resident named constitutes an offer of accommodations and services in a residence hall located at Cornish College of the Arts in Seattle, Washington, that is owned by the owner under the terms and conditions described herein.
- B. This offer is contingent upon its acceptance (by signing the contract) and submission by the date specified on the contract, and upon availability of space within the residence hall.
- C. Parent/Guardian signature is required on the housing and meal plan contract prior to submission for residents who are not yet 18 years old when the contract is executed.

4. AUTHORITY OF PROPERTY MANAGER

HSRE-Capstone Cornish, LLC is the owner of the property. College and Agent are co-managers of the residence hall and does so on behalf of the owner of the residence hall. By signing this contract, the resident acknowledges and agrees that the College has the power and authority to enforce the terms of this contract on behalf of the owner, including the collection of charges and fees owed to the owner by the resident pursuant to the terms of this contract.

5. CONTRACT EXECUTION

- A. This housing and meal plan contract is duly executed when:
 - I. The named resident and/or parent/guardian signs the contract; and
 - II. The signed contract is submitted to Housing and Residence Life; and
 - III. A \$300 housing deposit is submitted; and
 - IV. The countersigned contract is returned via email through Adobe Sign.
- B. Spaces in the Residence Hall are assigned in the order in which completed applications are received
 - I. Continuing student applications are due April 20, 2020 for guaranteed placement.
 - II. Late applications will be placed on a waiting list. New student applications must be received prior to June 1, 2020 for guaranteed placement. Late applications will be placed in the order in which they are received based upon available spaces upon receipt.

6. ELIGIBILITY

- A. Any person who has been admitted to and has enrolled in 6 or more credits at the College.
- B. New students are those who have not yet completed one academic year in a degree seeking program at the College. All new students are required to live on campus and purchase a meal plan for their first academic year. A new student may apply for a housing and meal plan exemption if the student meets one or more of the following criteria:
 - I. Transfer student has completed 30 credits (45 on quarter system) of post-secondary coursework (running start credits ineligible) or has lived on campus at another institution for one academic year
 - II. Student is living in a local residence with parent or legal guardian within 40 miles of campus
 - III. Student is 21 years of age or older by semester move in date
 - IV. Student is married, in a state recognized domestic partnership or civil union by semester move in date
 - V. Student is a parent with dependent child(ren) living in the home
 - VI. Student has a medical necessity
 - VII. Student has extenuating circumstances as determined by Housing and Residence Life
- C. Continuing students are those who have completed one academic year in a degree seeking program at the College.
- D. A resident who ceases to be eligible to live in the residence hall must move out and check out of the room within 48 hours.

7. ENROLLED STATUS

- A. The resident agrees to become and remain enrolled in 6 or more credits for each academic semester within the period of this contract, and to report to Housing and Residence Life any failure or inability to register for classes on or before the opening of the residence hall for occupancy each semester.
- B. The resident agrees to vacate the assigned residence hall space and check out with a staff member from Housing and Residence Life within 48 hours after loss of status as an eligible student.
- C. Any exceptions to enrollment in a minimum of 6 credits per semester at the College during occupancy must be requested in writing and approved by the Director of Housing and Residential Life.
- D. Following the completion of a degree program at the end of fall semester, graduating seniors can continue their residency in Cornish Commons for the following spring semester. They must pay their entire account balance for spring semester housing charges before the end of fall semester, December 18, 2020.

8. STUDENTS WITH DISABILITIES

Students who may require accommodation in housing should contact the Office of Student Life at 206.726.5003 by June 1, 2020 to ensure best consideration of your request.

9. NON-DISCRIMINATION

Cornish Commons, in compliance with applicable local, state, and federal laws and regulations, does not discriminate on the basis of age, color, disability, gender identity or expression, marital status, national origin, race, religion, sexual orientation, or veteran status in any of its policies, procedures, or practices.

10. HOUSING DEPOSIT

- A. Submission of the Housing and Meal Plan Contract and the \$300 housing deposit serves to reserve a space in the residence hall.
- B. Upon and after the first date of occupancy, this deposit serves as a refundable housing deposit held for the duration of residency. The resident specifically agrees to be financially responsible for damage or other loss incurred to the building, room, furnishings, and equipment which is in excess of normal wear and tear. All residents share responsibility for their building, therefore damage, vandalism, or loss to public areas will be their joint responsibility. Any costs incurred to repair and/or clean public areas, including furnishings, will be equally split and assessed to the entire living group or a portion thereof if the person(s) responsible is not identified. Charges which exceed the deposit amount will be added to the student account balance.
- C. For students continuing to live on campus for the next year, any damage charges will be applied directly to their student account for payment, leaving the full \$300 deposit for the next year.
- D. The resident agrees that if a housing and meal plan contract and the \$300 housing deposit are submitted, should the resident withdraw or opt not to enroll, and notifies Housing and Residence Life regarding their intent to cancel the contract in writing by May 1, 2020, the contract shall be canceled with no housing and meal plan charges due, and the \$300 housing deposit will be refunded.
- E. Any housing cancellations made after May 1, 2020 shall forfeit the housing deposit.
- F. Housing deposit refunds, if applicable, will be processed by Housing and Residence Life within 14 business days of resident move out and check out, and forwarded to the Student Accounts Office to be applied to the student account and refunded per established procedures if no other balance or charge is due.

11. CHARGES AND PAYMENTS

- A. The resident agrees to pay the applicable housing and meal plan charges in two equal installments, one each semester, by the due dates established by the College. Other payment plans are available through the Student Accounts Office. All payment plans begin well in advance of move in. If you would like to set-up a payment plan, please contact the Student Accounts Office at 206.726.5084.
- B. Housing and meal plan charges must be paid by the date of move in, and in accordance with the payment schedule established by the College.
- C. Charges for any change in room type will be calculated on a prorated basis. See Housing and Residence Life for details.
- D. The resident agrees that failure to make payments as prescribed does not relieve the resident of contract obligations and understands that nonpayment may result in removal from the residence hall, reassignment of current room, denial of residence hall services (including meal plan), cancellation of current student enrollment, and/or denial of subsequent College registration until the amounts due are paid.
- E. Any resident enrolled for 6 or more credits, and failing to check in to the residence hall while this contract is in effect, will continue to have housing charges applied to the student account.
- F. Except as otherwise provided by College policy, once the resident has signed and submitted the contract, the resident is liable for

the applicable housing and meal plan charges for the entire academic year, regardless of whether the resident remains in the residence hall for the entire academic year.

12. 2020-21 HOUSING RATES

| Room Type | Semester | Academic Yr. |
|--------------------|----------|--------------|
| Triple | \$4,176 | \$8,352 |
| Double | \$4,668 | \$9,336 |
| Double (w/kitchen) | \$5,772 | \$11,544 |
| Single | \$5,772 | \$11,544 |
| Single (w/kitchen) | \$6,852 | \$13,704 |

13. CONTRACT TERMINATION

- A. The housing and meal plan contract is binding for the entire academic year. The contract may be canceled during its term for the following reasons:
- I. Completion of graduation requirements
 - II. Withdrawal from the college for at least one semester
 - III. Ineligibility to continue enrollment due to failure to meet academic or other requirements. In the event of such cancellation, the resident must properly check out of their room as directed by the College, and the following refund schedule applies per semester:
- B. Prior to May 1st, no cancellation fee and housing deposit (\$300) is returned in full. Student must notify Housing and Residence Life in writing.
- C. May 1st until June 30, no cancellation fee but housing deposit (\$300) is forfeited. Student must notify Housing and Residence Life in writing.
- D. July 1st until first day of classes for fall semester, cancellation fee equal to 50% of the housing fee for one semester and housing deposit forfeited.
- E. On or after first day of classes student is responsible for payment for the term in which the student requires a release, plus payment for 50% of any remaining term, provided the student remains enrolled for the remaining term.
- F. If the student withdraws from the College after moving in for the semester, but before the end of the semester, the student will be responsible for the following charges:
- I. If the student moves out by the Friday of the second week of classes, they will be responsible for housing charges up to the end of the second week, regardless of when they vacate their room.
 - II. If the student moves out after the Friday of the second week of classes, they will be responsible for the full housing charges for the semester.
- G. A resident who officially withdraws or is not enrolled at the College during the contract term must move out and check out of their assigned room within 48 hours of withdrawal from the College. If the resident fails to officially vacate within 48 hours, the College may take possession of the assigned space, change locks/keys, and charge all costs associated to the resident
- H. The resident maintains the right to petition for the cancellation of a housing and meal plan contact. A written petition will be evaluated based on established guidelines and the petition committee will determine if the contract shall be canceled. The resident may petition the housing and meal plan contract one time per contract term and the decision of the committee is final.
- I. Documentation is required to show cause for cancellation. See Housing & Residential Life for details.
- J. A resident who moves out of college housing during the term of contract without relief from contract obligations and remains enrolled continues to be liable for housing charges which are applied to the student account, whether or not services are taken.

Initial to acknowledge the cancellation dates, penalties for cancellation, and conditions under which this legally binding contract can be terminated under section 12 of the Housing and Meal Plan Application & Terms and Conditions _____

14. MEAL PLAN

- A. The resident agrees to select a meal plan for dining at the Café located in the Main Campus Center. Failure to select a meal plan will result in the default option (Denny Meal Plan).
- B. All meals are à la carte, using a declining balance system. Funds for the semester are allocated to the Cornish ID on or before the first date of occupancy.
- C. Up to \$250 can roll over from fall to spring semester. Additional funds can be added to the Cornish ID at any time through the Cashier's Office or online using Compass.
- D. Unused meal plan funds remaining on the account at the time the Café closes on the last date of occupancy are forfeited.

- E. Semester meal plan amounts are non-refundable after the 1st day of class.
- F. A community kitchen is available in the residence hall for the purpose of preparing food. Cooking in residential rooms is prohibited, except in rooms with kitchenettes.
- G. 2020-21 Meal Plan Rates

| Meal Plan | Semester | Academic Yr. |
|--------------------|-----------------|---------------------|
| Denny Plan | \$1,850 | \$3,700 |
| Coffee Lovers Plan | \$2,250 | \$4,500 |
| Capitol Hill Plan | \$1,460 | \$2,920 |

- H. The Capitol Hill Plan is only available to Dance and/or Music majors.
- I. Residents with dietary restrictions are encouraged to speak with Café staff directly to ensure their needs are met.
- J. The resident maintains the right to petition the meal plan requirement. A written petition will be evaluated based on established guidelines and the petition committee will determine if the meal plan requirement will be adapted and will identify associated stipulations. The resident may petition the meal plan one time per contract term and the decision of the committee is final.

15. OCCUPANCY

- A. The resident agrees that occupancy of the assigned room is limited to resident(s) assigned to that room, that the room will be used only as living space, and that the space will not be loaned to or occupied by others, except in the case of accompanied guests.
- B. Unless specified otherwise in writing, the following dates of occupancy apply.
 - I. Fall move in occupancy will begin for all academic year residents Sunday, August 30, 2020 at a pre-assigned time emailed to students no later than August 1, 2020.
 - II. Winter Break housing and meal services are not provided during winter break. The resident must vacate the residence hall for winter break no later than 12:00 noon Saturday, December 19, 2020. The residence hall will re-open for returning resident occupancy at 9:00am Sunday, January 17, 2021. Occupancy for residents participating in spring new student orientation will begin at 9:00am Thursday, January 14, 2021.
 - III. If the resident is not registered for Spring Semester by December 1, 2020 the resident must make an appointment to check out at the end of Fall Semester. Residents not enrolled for Spring Semester must vacate the room prior to hall closing on Saturday, December 19, 2020.
 - IV. Occupancy will end no later than 12:00 noon Saturday, May 8, 2021. If the resident is graduating at the end of the academic year, occupancy will end at 12:00 noon the day following commencement as set by the College.
- C. The residence hall remains open during other holiday and break periods, though some services, including meal service, may be limited. See Housing and Residence Life for details.
- D. The resident, at their own risk, may leave or store personal property in the residence hall during winter break, but not during summer break.
- E. Guests are permitted to visit 8:00am–12:00am daily. Late night and overnight guests may visit for a maximum of 3 consecutive nights after consultation with roommate. All guests must be signed in and present valid identification.

Initial to acknowledge the residency dates for fall semester (Aug 30-Dec 19) & spring semester (Jan 17-May 8)_____

16. ASSIGNMENTS

- A. Students will have the opportunity to select their own roommate via the online roommate matching network, My College Roomie. The student agrees to have basic data (name, email address, student ID) transmitted to My College Roomie to create a log-in for the student to use to select their roommate.
- B. The resident agrees to provide the College with the information and preferences requested in the housing and meal plan application and contract for the purpose of room and roommate assignment if they choose to forgo using My College Roomie.
- C. The College agrees to consider the information and preferences indicated in the contract. However, no guarantee of a specific assignment is implied.
- D. Housing assignments are considered final for the entire academic year except as otherwise provided by College policy.
- E. If a resident does not plan to return to campus housing for the following semester or has a change of assignment for the following semester, the resident must move out and check out prior to the last day of fall semester occupancy.
- F. If a vacancy occurs in the assigned room, the office of Housing and Residence Life will notify the remaining student of one of these possible outcomes:
 - I. A new roommate will move into the room.

- II. The student will be asked to move into another under occupied room
 - III. The student will be notified they will remain in their room until an acceptable roommate match comes available. If the student would like to select a roommate from under assigned list or move into an available single space, they must email Housing & Residence Life within 24 hours of receiving the notification email.
 - IV. The student has the option to buy out the open half of their room if their roommate leaves for spring semester only. The student will be charged 1.5x their standard room rate. Selecting this option must be approved by Student Accounts and payment will be due within five (5) business days after making this selection.
- G. The resident agrees that, should they fail to occupy the assigned room by noon on the first day of class each semester the resident's assignment to a particular room may be forfeited unless prior written approval is granted by Housing and Residence Life. In such a forfeiture of assignment space, the resident agrees to accept other available housing accommodations. Failure to move in does not change the financial obligation of this contract.
- H. Residents and rooms are subject to reassignment by Housing and Residence Life at any time. The College may alter the resident's assignment for reasons including, but not limited to, Americans with Disabilities Act (ADA) compliance, student conduct, catastrophe, renovation or closing of facility, consolidation of vacancies, unavailability of space, irresolvable incompatibility of roommates, unpaid housing and meal plan charges, facility maintenance, or at the written request of the resident.
- I. The resident agrees to observe the room change procedures established by the College and to have written approval before making a room assignment change.
- I. No room changes will be approved during the first two weeks of each academic semester.
 - II. No room changes will be approved during the final four weeks of each academic semester.
- J. Resident Agrees that the unit shall not be assigned nor sub-let to any other person. Resident understands and agrees that a violation of this provision is grounds for termination.

17. FURNISHINGS

A. The College agrees to provide the resident with the following room furniture and furnishings: one extra-long single bed, one mattress, one desk with hutch, chair, a wheeled cabinet, one dresser, and closet space. Each room includes a bathroom with a toilet, sink, and shower.

18. UTILITIES AND SERVICES

- A. The College agrees to provide reasonable amounts of heat, water, electricity, and waste disposal.
- B. The College agrees to provide wireless internet access.
- C. The College agrees to provide credit card operated laundry machines and dryers in the residence hall.
- D. The College shall not be responsible for disruption or nonperformance of services due to circumstances beyond its control.
- E. The College agrees to provide custodial services for hallways, lounges, and restrooms in public areas.
- F. The resident agrees to accept responsibility for cleaning their room and bathroom, as well as disposing of their trash and recyclables in the trash chutes provided.
- G. All services and facilities on the amenity floor (20th floor) are available as a courtesy to the resident. Any disruption to access or use of these services does not constitute a breach of any obligation on the part of the College or Owner.
- H. The resident agrees to use public areas, rooms, equipment, and furnishings in a careful and proper manner to contribute to the orderliness and cleanliness of all areas, and to cooperate in the common protection of property.

19. KEYS/KEY FOBS

- A. The resident agrees to be responsible for the key/key fob to their assigned room and mailbox. The resident further agrees not to have or allow the key/key fob to be duplicated and not to transfer use of the key/key fob.
- B. The resident agrees to report loss of the assigned room key/key fob immediately and to pay fees and or charges for reprogramming key fobs or changing the locking mechanisms on all locks (doors, mailboxes, etc.) affected by the loss.

20. MAINTENANCE

- A. The resident agrees to notify the College promptly of any needed repairs or deteriorating conditions.
- B. The College agrees to make necessary repairs and perform maintenance in the residence hall and rooms through authorized personnel, including outside vendors. Repairs will be made to the room and furnishings upon request or in accordance with routine schedules. All maintenance requests are prioritized and completed accordingly.
- C. The resident agrees not to modify, cause or allow the modification of the assigned room or other parts of the building except as expressly permitted in writing by Housing and Residence Life.

21. ROOM ENTRY AND INSPECTION

- A. The College affirms its respect for each resident's right to privacy in the residential room and agrees to make reasonable effort to give advance notice prior to entering a room.
- B. The College regards room entry for the purposes of improvements, maintenance, cleaning, elimination of nuisances, recovery of college owned property, and fire safety inspections as necessary for the health and general welfare of all residents, and, therefore, entry is agreed to and authorized by the resident.
- C. The College and resident agree that a room may be entered and searched by college or law enforcement officials, consistent with state and federal laws, for purposes of discovering violations of college policies, regulations, or local, state, or federal law.
- D. A resident's request for maintenance service will constitute authorization to enter resident's room.
- E. The College performs bi-yearly health and safety inspections of all rooms. The inspections are scheduled in advance and all residents have the opportunity to be present when their room is inspected. Reinspections may happen during break periods or when students are not occupying their room. During inspections, staff will specifically be checking for:
 - I. Fire safety violations including, but not limited to, unauthorized electrical equipment, unauthorized appliances, candles, incense, or anything deemed a fire hazard;
 - II. Excessive paper or other flammable materials hanging on walls and the ceiling, and within 12 inches of the fire alarm, sprinklers, light fixtures, or heater;
 - III. Obstructions or tampering of the fire alarm, sprinklers, or other life safety systems;
 - IV. Unsanitary living conditions including, but not limited to, trash and improperly stored food or waste;
 - V. General maintenance including, but not limited to, damage to the room or provided furnishings;
 - VI. Staff will not be searching the room, but any violations of the Resident Handbook, Student Handbook, or Student Code of Conduct will be documented for follow-up by Housing & Residential Life or Student Life.
- F. Except as indicated in this section, the College agrees that entry without notice will be made only in emergencies to inspect or protect health, safety, or property.
- G. Staff will enter residential rooms after the building is closed for winter break to make sure all windows are closed, appliances are unplugged, trash removed, and generally safe conditions are present for the break.

22. BEHAVIOR AND CONDUCT

- A. The resident agrees to become aware of and observe all published rules, policies and procedures. Specifically included are the Student Handbook, Resident Handbook, and posted residence hall rules established by College officials and/or student governing bodies.
- B. The resident agrees to check their Cornish email account as well as their residential mailbox on a daily basis. A resident is considered notified the day correspondence, electronic or otherwise, is delivered.
- C. The resident agrees to conduct one's self in such a manner as to allow others the enjoyment of the residence hall. The resident agrees to abide by all laws and to avoid causing excessive noise and/or disruptive behavior.
- D. The resident agrees to membership in the respective student governing body(ies) of the residence hall to which the resident is assigned, including all rights, privileges, and responsibilities of such membership.
- E. The resident agrees that use of any assigned room or any part of the residence hall to advertise, sell, solicit, or conduct a business by residents living in the building or by any other person is prohibited except as authorized in writing by Housing and Residence Life.
- F. The resident understands that use, possession, manufacture, distribution, sale, and being under the influence of alcohol, marijuana or any illegal narcotic or controlled substance is prohibited in the residence hall and on residence hall property.
- G. The resident understands that pets and other animals, with the exception of fish in tanks less than 10 gallons, are not permitted in the residence hall at any time, with the exception of service animals.
- H. The resident understands that the residence hall is a non-smoking facility, smoking is only permitted in outside designated areas.

23. MISSING PERSONS POLICY

Under federal law (The Higher Education Opportunity Act), resident has the right to confidentially register the name and contact information of an individual that resident would like to be contacted within twenty-four (24) hours if it is determined that resident is missing from Cornish Commons and/or resident's whereabouts are unknown for a period of twenty-four (24) hours or more.

23. INSURANCE NOTICE

All personal property placed or kept in the Residential Facility, or in any storage room or space, shall be at Resident's sole risk and Owner, College, and Agent shall not be liable for any damages to, or loss of, such property. Resident shall be responsible for obtaining fire, extended coverage, and liability insurance with respect to the contents of the Unit. Resident understands that neither Owner, College, nor Agent's insurance cover Resident's belongings from losses not caused by Owner, College, or Agent's negligence and

Owner, College, and Agent strongly recommend that Resident obtain an all-risk policy in addition to marking all valuables for "Operation Identification." Resident may choose, at his/her own risk, to leave personal property in his/her Unit during holidays/breaks/low occupancy periods. However, Agent, College, and Owner strongly encourage Resident to remove any valuable personal property, lock their doors, and take measures to secure their own personal property.

24. RELEASE OF LIABILITY AND INDEMNIFICATION

- a. The College acknowledges, and the resident is hereby made aware, that criminal activity, personal injury, and theft occur and the risk exists for such future occurrences on College premises, specifically within housing and café facilities. Therefore, the resident agrees to assume responsibility for one's own personal safety, as well as one's personal belongings.
- b. The College does not assume responsibility for any resident's, guest's or other person's loss of money or valuables, or for loss of or damage to property, or injuries, personal or otherwise, sustained on or about the residence hall. The College recommends the resident contact a local insurance carrier concerning the availability of protection against such losses.
- c. The resident understands 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 outside of the College's control, the College shall have the right and option to terminate this contract on no less than 48 hours notice to the resident. In such event, the resident will be entitled to a prorated refund of housing charges. In such cases the College is not obligated to find or provide housing.
- d. Use of community or amenity space, including but not limited to art room, practice rooms, fitness room, common area kitchen and rooftop deck, are done so at user's own risk. The resident and any guest using these spaces agree to assume responsibility for one's own safety.
- e. Resident agrees to indemnify, defend and hold harmless Owner, College, and Agent, and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns, from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorney's fees, costs and expenses if permitted by prevailing law) arising by reason of any death, injury, damage or loss sustained by any person, including Resident, Guarantor and Resident's guests and invitees to the extent not caused by any omission, fault, negligence, or other misconduct of Owner, College, or Agent.

Housing and Residence Life reserves the right to alter or change any information or any programs contained in this publication.

SIGNATURES

By signing below, I acknowledge I have read and agree to the 2020-2021 Housing and Meal Plan Contract Terms and Conditions. I understand this is a legally binding contract and that by signing and submitting, I have entered into a housing and dining contract for the entire 2020-2021 academic year, as outlined in the Housing and Meal Plan Contract Terms and Conditions.

Resident Signature

Date

Cornish College of the Arts Signature

Date

DEPOSIT PAYMENT

All first-time residents of Cornish Commons are required to submit a \$300 housing deposit. The Housing deposit is refundable, as outlined in the Terms and Conditions above. Once you have completed all the fields, you will be taken to a new page which will allow you to pay your deposit. The Application and Contract are not complete or submitted until you have paid your deposit.

2020-2021 Housing Deposit: