

1 WILLIAM McGRANE [057761
2 MATTHEW SEPUYA [287947]
3 McGRANE PC
4 Four Embarcadero Center, 14th Floor
5 San Francisco, CA 94111
6 Telephone: (415) 292-4807
7 william.mcgrane@mcgranepc.com
8 matthew.sepuya@mcgranepc.com

9 JOSEPH SAVERI [130064]
10 RYAN McEWAN [285595]
11 KYLA GIBBONEY [301441]
12 JOSEPH SAVERI LAW FIRM, INC.
13 601 California Street, Suite 1000
14 San Francisco, CA 94108
15 Telephone: (415)-500-6800
16 jsaveri@saverilawfirm.com
17 rmcewan@saverilawfirm.com
18 kgibboney@saverilawfirm.com

19 Attorneys for Margaret Bassler, an individual person; Bennett Goldberg, an individual person;
20 Linda Kuckuk, an individual person; and Chloe Stanfield, an individual person, in their individual
21 and/or representative capacities, and on behalf of themselves and all others similarly situated.

MICHAEL J. HASSEN [124823]
REALLAW, APC
1981 N. Broadway, Suite 280
Walnut Creek, CA 94596
Telephone: (925)-359-7500
mjhassen@reallaw.us

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
11/21/2018
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

15 SUPERIOR COURT

16 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

17 STATE OF CALIFORNIA

18 MARGARET BASSLER, an individual
19 person; BENNETT GOLDBERG, an
20 individual person; LINDA KUCKUK, an
21 individual person; and CHLOE
22 STANFIELD, an individual person in their
23 individual and/or representative capacities,
24 and on behalf of themselves and all others
25 similarly situated,

26 Plaintiffs,

27 v.

28 STEPHENS INSTITUTE, a California
corporation,

Defendant.

Case No. CGC-17-557866

**SECOND AMENDED
COMPLAINT FOR PENAL
FINES; PUBLIC INJUNCTION**

1 Come now Plaintiffs and allege as follows:

2 **The Parties**

3 1. Plaintiff Margaret Bassler (Maggie) is an individual person presently residing in
4 the State of New York.

5 2. Plaintiffs Bennett Goldberg (Bennett) and Linda Kuckuk (Linda) are both
6 individual persons presently residing in the State of California who were the parents of Aaryn
7 Goldberg (Aaryn), now deceased. Bennett and Linda bring this case in both their joint
8 representative capacity as the intestate successors in interest to their daughter, Aaryn, as well as
9 in their individual capacities with respect to the injunctive aspect of the relief sought herein.

10 3. Plaintiff Chloe Stanfield (Chloe) is an individual person presently residing in the
11 State of Michigan.

12 4. Aaryn, Chloe, and Maggie were all Resident Academy Students (as that term is
13 defined, *infra*) at one time or another during the Relevant Time Period (as that term is defined,
14 *infra*) and, as such, are members of the Class (as that term is defined, *infra*) or the Discovery
15 Sub-Class (as that term is defined, *infra*) or both the Class and the Discovery Sub-Class.

16 5. Bennett, Chloe, Linda, and Maggie are hereafter sometimes collectively referred to
17 as Plaintiffs.

18 6. Plaintiffs are persons who will fairly and adequately represent the interest of the
19 protected class referred to in Section 37.10B(c)(4) of the City Rent Ordinance (as that term is
20 defined, *infra*), which provides, in pertinent part, as follows: “Any person who commits an act,
21 proposes to commit an act, or engages in any pattern and practice which violates this Section
22 37.10B may be enjoined therefrom by ... any person who will fairly and adequately represent the
23 interest of the protected class.”

24 7. Defendant Stephens Institute, aka The Academy of Art University (The
25 Academy), is a California corporation with its principle place of business in San Francisco,
26 California (City) that has operated a for profit post-secondary educational institution (as that
27
28

1 term is defined, *infra*) in rented premises which are themselves scattered around various City
2 neighborhoods throughout the Relevant Time Period (as that term is defined, *infra*).

3 **Jurisdiction and Venue**

4 8. Jurisdiction is proper here in the state courts (but not in the federal courts)
5 because this case seeks only an award of certain penal fines in favor of Plaintiffs and the Class
6 (as that term is defined, *infra*) in addition to a public injunction.

7 9. Neither Plaintiffs nor the Class (as that term is defined, *infra*) allege that any of
8 them have ever suffered either “tangible concrete injury” or “intangible concrete injury” as those
9 terms are described in *Spokeo, Inc. v. Robins (Spokeo II)*, 136 U.S. 1540 (2016). Rather,
10 Plaintiffs and the Class (as that term is defined, *infra*) contend only that they have “interested
11 party standing” to sue The Academy as the term “interested party standing” is described in
12 *Jasmine v. Marvell*, 180 Cal. App. 4th 980 (2009).

13 10. Venue is appropriate in the City because The Academy has its principal place of
14 business here.

15 **Definitions of Relevant Terms¹**

16 11. “Accredited post-secondary educational institution,” “building,” “dwelling unit,”
17 “first certificate of occupancy,” “for profit post-secondary educational institution,” “group
18 housing,” “institution of higher learning,” “not for profit post-secondary educational institution,”
19 “residential unit,” “student housing,” and “SRO housing” shall all have the specific meanings
20 ascribed to them (i) by the Existing Sites Technical Memorandum (RJN000001-000900 [the
21 ESTM]) jointly published by The Academy and the San Francisco Planning Department (City
22 Planning Department) on May 4, 2016; (ii) by the City Planning Department’s Final Responses
23 to Comments on DEIR (RJN000901-001584 [the EIR]) published by the City Planning
24 Department on June 30, 2016, in its Case No. 2008.0586E; (iii) by Chapter 37 of the San

25
26 ¹ This Second Amended Complaint etc. (SAC in *Academy II*) incorporates by reference the
27 Request for Judicial Notice in Support of Plaintiff’s Second Amended Complaint (RJN) filed
28 herewith, which fully indexed and bates numbered RJN may also be viewed by clicking here:
<https://mcgrane.egnyte.com/fl/58wly1dCpG>.

1 Francisco Administrative Code (RJN001585-001636 [City Rent Ordinance]); and (iv) by the San
2 Francisco Planning Code (RJN001637-003784 [City Planning Code]).

3 **Limitation of Actions**

4 12. On May 6, 2016, the San Francisco City Attorney (The City Attorney) filed his
5 original complaint in *People v. Stephens Institute, etc.*, San Francisco Superior Court Case No.
6 CGC-16-551832 (Original City Enforcement Case Complaint). *See* RJN003785-003845.

7 13. Shortly after the Original City Enforcement Case Complaint was filed, Bennett
8 and Linda were contacted by a McGrane PC paralegal named Adrian Butler, a long-time friend
9 of Aaryn and her family, and asked to assist McGrane PC in evaluating the significance of that
10 Original City Enforcement Case Complaint in connection with the rights of Resident Academy
11 Students (as that term is defined, *infra*).

12 14. On May 13, 2016, and following their engagement of McGrane PC as their legal
13 counsel, Bennett and Linda filed their original complaint in *Goldberg v. Stephens Institute*, Case
14 No. 3:16-cv-02613 (N.D. Cal.) (Original *Academy I* Complaint and *Academy I* respectively) on
15 behalf of themselves and the Class (as that term is defined, *infra*) in the United States District
16 Court for the Northern District of California. *See* RJN003846-003933.

17 15. Although it has always involved only matters of California state law, the Original
18 *Academy I* Complaint was filed in the federal courts, rather than the California state courts, based
19 on the assumption that *Robins v. Spokeo, Inc. (Spokeo I)*, 742 F.3d 409 (9th Cir. 2014) meant
20 that the federal court had jurisdiction over *Academy I* under the Class Action Fairness Act, 28
21 U.S.C. § 1332(d).

22 16. Subsequently, however, *Spokeo I* was reversed by the United States Supreme
23 Court in *Spokeo II*.

24 17. As a direct, natural and proximate result of the reversal of *Spokeo I* by *Spokeo II*,
25 and on March 29, 2017, the Hon. Jeffrey S. White (the federal judge to whom *Academy I* was
26 then assigned) ordered *Academy I* dismissed due to lack of case or controversy Article III
27 jurisdiction, without prejudice to *Academy I*'s next being refiled in the California state courts,
28

1 whose jurisdiction is not limited by case or controversy Article III jurisdictional concepts. *See*
2 *Jasmine Networks, Inc. v. Superior Court*, 180 Cal. App. 4th 980 (2009).

3 18. On March 30, 2017, Bennett and Linda re-filed *Academy I* in this Court as
4 *Goldberg, et. al. v. Stephens Institute*, San Francisco Superior Court Case No. CGC-17-557866
5 by filing their “Complaint for Penal Fines” (Original *Academy II* Complaint and *Academy II*
6 respectively). *See* RJN003934-003984.

7 19. Code of Civil Procedure section 340(a), which is the one-year statute of
8 limitations applicable to the violations of the City Rent Ordinance alleged herein has been tolled
9 in favor of the Class (as that term is defined, *infra*) from May 13, 2016, through March 29, 2017.
10 *See Addison v. State*, 21 Cal. 3d 313, 319 (1978); *see also Bjorndal v. Superior Court*, 211 Cal.
11 App. 4th 1100, 1108 (2012) (“[T]he filing of a federal lawsuit equitably tolls the statute of
12 limitations for filing state claims based on ‘the same set of facts.’”).

13 20. Code of Civil Procedure section 340(a) (which is subject to the discovery rule
14 [*see, e.g., Sylve v. Riley*, 15 Cal.App.4th 23(1993)]) has also been tolled in favor of the
15 Discovery Sub-Class (as that term is defined, *infra*) throughout the Relevant Time Period (as that
16 term is defined, *infra*) because—given The Academy’s bad faith assertion of The Academy
17 Claimed Rights under Student Bed Licenses (as those two terms are defined, *infra*), which bad
18 faith assertion reduced the housing and other civil rights of The Academy’s registered students in
19 good standing who occupied The Academy Housing (as that term is defined, *infra*) (Resident
20 Academy Students) down to those minimal housing and civil rights possessed by California
21 resident minors still living at home—The Academy is and should now be held by this Court to be
22 equitably estopped from denying that The Academy is a fiduciary with respect to its bad faith
23 contractual dealings with Resident Academy Students respecting The Academy Housing (as that
24 term is defined, *infra*) under the circumstances of this case. *See Regents v. Superior Court*, 4
25 Cal.5th 607, 626 (2018) (holding institutions of higher education are in a fiduciary relationship with
26 their students while those students are participating in school-sponsored programs over which the
27 institutions of higher education exercise management and control).

28

1 25. A Student Bed License which covered the 2016-2017 Academic Year is attached
2 hereto as Exhibit 1 and reads, in pertinent part:

3 [N]o lease ... is created by this Agreement ... Student is further informed and
4 acknowledges that his or her room ... does not constitute a Rental Unit as defined by
5 (... [the] City Rent Ordinance ... Section 37.2(r)(3) stat[ing] that “rental units” shall
6 not include housing accommodations in dormitories owned and operated by an
7 institution of higher education). *As such, the University may terminate the Student’s*
8 *license to use the room upon 24-hours written notice to Student ... without alleging*
9 *just cause under the City Rent Ordinance.*

10 (Emphasis added).

11 26. Exhibits 2-4 consist of earlier exemplars of Student Bed Licenses, all of which
12 were executed by Aaryn; all of which recite they are housing licenses; and all of which state that
13 Aaryn could have her housing license terminated on 24-hours’ written notice without just cause.

14 27. Beginning as early as 1995, The Academy operated The Academy Housing with
15 full knowledge that The Academy Housing constituted real property subject to the City Planning
16 Code, which fact The Academy consistently admitted to the City was true both before and during
17 the Relevant Time Period (The Academy’s Planning Code Admissions). *See, e.g.,* RJN00001-
18 000900-001584; RJN003985-004572.

19 28. Despite The Academy’s Planning Code Admissions, The Academy employed its
20 Student Bed Licenses to advise the Resident Academy Students that their Student Bed Licenses
21 were subject to termination on 24-hours’ written notice without any showing of just cause, i.e., to
22 effectively advise Resident Academy Students that they had no rights under the City Rent
23 Ordinance. This is despite the fact that, as is described in more detail, *infra*, The Academy knew
24 very well that The Academy’s Planning Code Admissions were entirely inconsistent with its
25 claims that The Academy Housing was not subject to the City Rent Ordinance.

26 29. At Exhibit 5 hereto, consisting of relevant excerpts from The Academy’s initial
27 motion to dismiss *Academy I*, The Academy described its rationale for the above as being that—
28 regardless of the City Planning Code’s admittedly *de jure* prohibition against The Academy’s
ever operating The Academy Housing as “student housing”—The Academy Housing nonetheless

1 became *de facto* exempt from the protections of the City Rent Ordinance as “dormitories” once
2 Resident Academy Students took up occupancy because:

- 3 • The dictionary definition of “dormitory” is a “building on a school campus that
4 has rooms where students can live”; and
- 5 • The Academy is supposedly engaged in operating “buildings” on its school
6 campus *which “buildings” supposedly have rooms where Resident Academy
7 Students can live.*

8 (The Academy’s Purported City Rent Ordinance Exemption Claim).

9 30. The spurious nature of The Academy’s Purported City Rent Ordinance Exemption
10 Claim should be apparent on its face, i.e., The Academy Housing is demonstrably not located on
11 any school campus where Resident Academy Students can live as students.

12 31. Instead The Academy Housing is located in various City neighborhoods wherein
13 The Academy’s Planning Code Admissions have consistently stipulated that the City Planning
14 Code applies and in which City neighborhoods, beginning on July 10, 2012, with City Planning
15 Code section 317(b)(1) and (f)(1) (Exhibit 6); thereafter on December 10, 2013, with amended
16 City Planning Code section 317(b)(1) (Exhibit 7); thereafter on October 28, 2014, with amended
17 City Planning Code section 317(b)(1) and (f)(1)(Exhibit 8); thereafter on March 1, 2016, with
18 new City Planning Code section 317(e) (Exhibit 9), City has consistently made it impossible for
19 The Academy to convert The Academy Housing into “student housing.” *See* also RJN004573-
20 004601, consisting of the Abbreviated Term Sheet for Settlement between The Academy and
21 City, as marked, expressly conceding the continuous illegality of the present use by The
22 Academy of The Academy Housing as “student housing” under City Planning Code and
23 proposing to settle with The Academy by having The City Attorney and The Academy jointly
24 ask the San Francisco Board of Supervisors (City Board) to make legislative changes to the City
25 Planning Code to legitimize The Academy Housing on an after the fact basis.

26 32. Prior to July 10, 2012, while conversion of The Academy Housing to “student
27 housing” would not necessarily have been impossible under the City Planning Code, doing so
28

1 would have required The Academy to get various permits from City allowing such conversions.
2 However, having failed to get such permits in a timely manner, and on July 10, 2012, The
3 Academy lost any possible future opportunity it might otherwise have had to convert The
4 Academy Housing into “student housing.” *See* RJN000001-000900, consisting of the ESTM; *see*
5 *also* RJN000901-001584, consisting of the EIR.

6 33. Short of having the City Board change the City Planning Code prospectively,
7 however, The Academy cannot legally complete what is presently a legally forbidden conversion
8 of “residential units” into “student housing”, even though that is the only practical way in which
9 Resident Academy Students can properly be held to have ever taken up occupancy in The
10 Academy Housing in their capacity as Resident Academy Students (as opposed to their default
11 capacities as ordinary tenants subject to the protections of the City Rent Ordinance). *Id.*

12 34. Throughout the Relevant Time Period, The Academy’s Purported City Rent
13 Ordinance Exemption Claim is, and always has been, a sham. Not only has it always lacked any
14 possible objective legal merit, but The Academy—being as sophisticated and well-advised
15 legally as it always has been—has never once itself had any good faith belief in it. Instead, The
16 Academy has only ever claimed some belief in The Academy’s Purported City Rent Ordinance
17 Exemption Claim, either directly or through its various agents, as part of a fraudulent scheme on
18 The Academy’s part which was intended to cover up The Academy’s otherwise knowing,
19 intentional, and deliberate bad faith behavior as is described in more detail, *infra*.

20 35. Throughout the Relevant Time Period, The Academy knowingly, intentionally
21 and deliberately concealed the bad faith nature of its assertion of The Academy’s Purported City
22 Rent Ordinance Exemption Claim from the Resident Academy Students (The Academy
23 Concealments).

24 36. Discovery of The Academy Concealments by the Class (as that term is defined,
25 *infra*) could not have reasonably come any earlier than early May 2016, when Bennett and Linda
26 were first contacted by McGrane PC, in that, without volunteered legal assistance and ultimately
27 access to records maintained by The City Attorney, no lay persons would ever have been able to
28

1 comprehend the sham nature of The Academy’s Purported City Rent Ordinance Exemption
2 Claim.

3 37. In fact, even the Original City Enforcement Case Complaint did not comprehend
4 The Academy’s Concealments, but rather only concerned itself with The Academy’s failure to
5 obey the City Planning Code, and otherwise did not grasp The Academy’s knowing, intentional,
6 and deliberate bad faith violations of the City Rent Ordinance, thus requiring the Original City
7 Enforcement Case Complaint to be later amended to add additional allegations of The
8 Academy’s bad faith in that latter regard. *See* Exhibit 10, consisting of relevant excerpts from the
9 First Amended Complaint, etc. (First Amended City Enforcement Case Complaint) filed July 1,
10 2017; in *People v. Stephens Institute, etc.*, San Francisco Superior Court Case No. CGC-16-
11 551832. Compare this with Exhibit 11, consisting of relevant excerpts from the Original
12 Complaint in *Academy I*.

13 38. If The City Attorney, with all of his decades of experience in dealing with The
14 Academy, not to mention all of the enormous resources at his command, in fact wound up
15 needing McGrane PC’s help in untangling The Academy’s perfidy, how can the Class (as that
16 term is defined, *infra*) possibly be said to have had any way of detecting The Academy’s
17 Concealments in this case prior to McGrane PC’s launching its own independent investigation
18 into this matter.

19 39. In addition, and despite The Academy’s present contentions that the public nature
20 of The Academy’s Planning Code Admissions and attendant publicity should foreclose any
21 claims by the Class (as that term is defined, *infra*) that any delayed discovery tolling may be
22 found in this case, The Academy’s full disclosure contentions ignore the fact that Resident
23 Academy Students were resident in The Academy Housing for only short periods of time.

24 40. Also, and again despite The Academy’s present contentions that the public nature
25 of The Academy’s Planning Code Admissions and attendant publicity should foreclose any
26 claims by the Class (as that term is defined, *infra*) that any delayed discovery tolling may be
27

28

1 found in this case, The Academy’s full disclosure contentions ignore (i) the entirely technical
2 nature of The Academy’s Planning Code Admissions; (ii) the absolute dearth of any discussion
3 of the Rent Ordinance before either the City Planning Commission or the City Board;² (iii) the
4 superficial press reporting as to what the implications of The Academy’s Planning Code
5 Admissions consisted of; and (iv) most importantly of all, the utter and deliberate confusion
6 created by The Academy having advanced The Academy’s Purported City Rent Ordinance
7 Exemption Claim in the face of The Academy’s Planning Code Admissions, which latter utter
8 and deliberate confusion has been further exacerbated by The Academy’s Concealments.

9 41. As previously noted, and in moving to dismiss *Academy I* in July 2016, The
10 Academy continued to engage in The Academy Concealments by falsely and affirmatively
11 misrepresenting to the federal court that it then held (or had ever held) the belief that the City
12 Rent Ordinance did not apply to “dormitories” otherwise being admittedly illegally occupied as
13 “student housing” by Resident Academy Students based on the—supposedly helpful to The
14 Academy—dictionary definition of dormitory. *See* Exhibit 5.

15 42. In September 2016, in once again moving to dismiss *Academy I*, The Academy
16 continued to engage in The Academy Concealments by again falsely and affirmatively
17 misrepresenting to the federal court that it then held (or had ever held) the belief that the City
18 Rent Ordinance did not apply to “dormitories” otherwise being admittedly illegally occupied as
19

20 ² A word search in those portions of the RJN which contain records from the City that do not
21 consist of the City Rent Ordinance or the City Planning Code, as well as those portions that contain
22 the Request for Judicial Notice filed by counsel for Stephen's Institute in support of The Academy's
23 Demurrer to the First Amended Complaint, filed October 4, 2018, reveals only four mentions of
24 the word "rent ordinance". *See* RJN004402 and RJN004407, consisting of excerpts from January
25 11, 2010, meeting minutes for the Land Use and Economic Development Committee of the City
26 and County of San Francisco, discussing the Academy's continuing violations of the City Planning
27 Code. Of all the remarks respecting the City Rent Ordinance, the only truly relevant remark with
28 respect to the tolling of the statute of limitations that is at issue here came at RJN004407, when
Ms. Delene Wolf executive director of the San Francisco Rent Board, was asked by City
Supervisor Eric Mar the following question “In your opinion does the [Academy Housing] fall
within the definition of dormitory housing?” Ms. Wolf responded “I have no information with
which to make such determination.” Thus, all examining the public record would have ever shown
the Class (as that term is defined, *infra*) was the utter confusion caused by Academy Concealments.

1 “student housing” by Resident Academy Students based on the—supposedly helpful to The
2 Academy—dictionary definition of dormitory. See Exhibit 12, consisting of relevant excerpts
3 from Defendant Stephens Institute’s Motion to Dismiss First Amended Complaint and Strike
4 Class Allegations filed on September 15, 2016, in *Academy I*, attached hereto.

5 43. In February 2017, in once again moving to dismiss *Academy I*, The Academy
6 continued to engage in The Academy Concealments by again falsely and affirmatively
7 misrepresenting to the federal court that it then held (or had ever held) the belief that the City
8 Rent Ordinance did not apply to “dormitories” otherwise being admittedly illegally occupied as
9 “student housing” by Resident Academy Students based on the—supposedly helpful to The
10 Academy—dictionary definition of dormitory. See Exhibit 13, consisting of relevant excerpts
11 from Defendant Stephens Institute’s Motion to Dismiss Second Amended Complaint and Strike
12 Class Allegations, filed on February 10, 2017, in *Academy I*, attached hereto.

13 44. The federal court never reached the issue of whether the City Rent Ordinance did
14 or did not apply to “dormitories” otherwise being admittedly illegally occupied as “student
15 housing” by Resident Academy Students, instead dismissing *Academy I* for lack of case or
16 controversy Article III jurisdiction. See Exhibit 14, consisting of the Order Granting Motion to
17 Dismiss, filed March 29, 2017, in *Academy I*.

18 45. In May 2017, in demurring to *Academy II*, The Academy continued to engage in
19 The Academy Concealments by again falsely and affirmatively misrepresenting to this Court that
20 it then held (or had ever held) the belief that the City Rent Ordinance did not apply to
21 “dormitories” otherwise being admittedly illegally occupied as “student housing” by Resident
22 Academy Students based on the—supposedly helpful to The Academy—dictionary definition of
23 dormitory. See Exhibit 15, consisting of relevant excerpts from Defendant Stephens Institute’s
24 Memorandum of Points and Authorities in Support of Demurrer, etc.

25 46. On August 4, 2017, this Court overruled The Academy’s spurious demurrer to
26 *Academy II* based on The Academy’s Purported City Rent Ordinance Exemption Claim by
27 minute order. The Academy thereafter filed an answer to *Academy II* on August 25, 2017.

28

1 47. All during the Relevant Time Period, The Academy violated, *inter alia*, Section
2 37.10B(a)(5) of the City Rent Ordinance (the Relevant Tenants Rights Law) by virtue of The
3 Academy’s engaging in The Academy Concealments directed against Resident Academy
4 Students in bad faith (as that term is otherwise defined in *Pugh v. See’s Candies*, 203 Cal. App.
5 3d 743, 764 (1998)) so as to employ both The Academy’s Purported City Rent Ordinance
6 Exemption Claim as exacerbated by The Academy Concealments in an attempt to defraud and/or
7 intimidate and/or coerce Resident Academy Students into falsely believing, *inter alia*, that they
8 had no rights under the Relevant Tenant Rights Law, and were therefore legally vulnerable to
9 having to vacate what were, in all actuality, their rent-controlled “residential units” on just 24-
10 hours’ notice, whenever ordered to do so by The Academy.

11 48. Each instance of bad faith tenant harassment of Plaintiffs and the Class (as that
12 term is defined, *infra*) all during the Relevant Time Period in violation of the Relevant Tenants
13 Rights Law (the Relevant Tenants Rights Violations) as alleged, *supra*, makes The Academy
14 liable for a penal fine of \$1,000 per occurrence pursuant to section 37.10B(c)(5) of the City Rent
15 Ordinance (the Statutory Injury and the Statutory Penalty, respectively).

16 49. The Academy Concealments were aggravated by The Academy’s false
17 affirmative claims all during the Relevant Time Period that it had certain rights (The Academy
18 Claimed Rights) under the Student Bed Licenses, when The Academy knew very well those
19 same The Academy Claimed Rights were entirely in derogation of the Relevant Tenants Rights
20 Law.

21 50. The Academy Claimed Rights consisted of the following:

- 22 • A student who withdraws from the University, is academically dismissed, or who
23 is dismissed for disciplinary reasons, must vacate housing within 24 hours of
24 written notice to terminate Student’s license under this Agreement. (Student Bed
25 License II(C).)

26
27
28

- 1 • The University may terminate the Student’s license to use the room upon 24-hours
2 written notice to Student under the terms of this Agreement and without alleging
3 just cause under the City Rent Ordinance. (Student Bed License II(D).)
- 4 • If Student requires intersession housing during winter break, he or she must file an
5 intersession request form, be approved by the University’s Department of Housing,
6 and pay intersession fees. (Student Bed License II(F)(1).)
- 7 • Student must vacate his or her room at the close of the academic year in accordance
8 with the University’s published schedules. All personal property of Student must
9 be removed from all residential areas by 12:00 p.m. on the day of checkout.
10 (Student Bed License II(F)(2).)
- 11 • The University makes no express warranties, and disclaims any and all implied
12 warranties, with regard to the premises, room, fixtures, appliances, and furniture.
13 (Student Bed License II(F)(4).)
- 14 • It is the sole responsibility of Student to maintain a minimum of \$500 in the
15 Student’s deposit account at the beginning of the fall semester and \$250 at the
16 beginning of the spring and summer semesters, even if that requires additional funds
17 to be deposited during the term of this Agreement. All new students are required to
18 pay the initial \$500 security deposit. (Student Bed License II(H).)
- 19 • If Student cancels after the ten (10) day period or after submission but before the
20 start date of this Agreement, he/she will be charged a \$500 cancellation fee.
21 (Student Bed License II(I).)
- 22 • The University may, at the University’s sole discretion, terminate Student’s license
23 to use Student’s room upon 24-hours written notice to Student. (Student Bed
24 License II(I).)
- 25 • No refund of the charges due under this Agreement will be given to Student for any
26 reason after the start date. If Student vacates his/her room without written approval,
27 is released due to disciplinary actions(s), is academically dismissed, is dismissed
28

1 due to outstanding debts owed to the University, or withdraws voluntarily from the
2 University, he/she will not be reimbursed. (Student Bed License II(J).)

- 3 • The Agreement does not grant Student exclusive use of any room, or portion
4 thereof. (Student Bed License II(L).)
- 5 • The University, its employees, and agents reserve the right to enter any room at any
6 time. (Student Bed License II(L).)
- 7 • The University reserves the right to change room assignments, assign a new
8 roommate, or reassign a current Student to any available bed space at any time,
9 and/or consolidate vacancies in the interest of health, occupancy, or for general
10 welfare, in which event Student's account will be credited or charged the difference
11 in room rate. (Student Bed License II(L).)
- 12 • Any behavior(s) by Student that infringes upon the rights or space usage of
13 room/apartment/suite-mates is strictly prohibited and will result in disciplinary
14 action. (Student Bed License II(L).)
- 15 • If Student fails to report his or her health insurance information prior to move-in,
16 Student will be required to purchase student health insurance. (Student Bed License
17 II(R).)
- 18 • Failure to comply with community policies may lead to consequences such as, but
19 not limited to, revocation or termination of the license granted by this Agreement
20 to use University campus housing. (Student Bed License III.)
- 21 • The possession, consumption, sale or manufacture of alcohol, regardless of resident
22 and/or guest age is strictly prohibited in any University facilities (leased or owned).
23 (Student Bed License III(CP.1).)
- 24 • The possession of alcohol paraphernalia (packaging, "trophy bottles," empty
25 bottles/cans, shot glasses, drinking funnels, etc.) also is prohibited. (Student Bed
26 License III(CP.1).)

- 1 • Bringing firearms, weapons, and/or ammunition into University Campus Housing
2 or storing them in Student's rooms or anywhere else may be grounds for the
3 immediate termination of this Agreement. Weapons may include knives having a
4 blade longer than 4 inches, razors, laser pointers, toy, fake or replica guns or water
5 guns. (Student Bed License III(CP.3).)
- 6 • A pattern of recalcitrance, irresponsible conduct, or manifest immaturity may be
7 interpreted as a significant disciplinary problem and may result in termination of
8 this Agreement at the University's sole discretion, with 24-hours written notice to
9 Student pursuant to the terms of this Agreement. (Student Bed License III(CP.4).)
- 10 • The following items are prohibited in University housing: water beds, lofted beds,
11 microwave ovens, candles, incense, alcoholic beverages, alcohol
12 containers/bottles/cans, automobiles, or vehicles of any kind (or parts, repair tools),
13 accessories for any vehicle, air conditioners, dart boards, halogen lamps, sun lamps,
14 weight lifting equipment, and live holiday decorations (including string lights). The
15 University reserves the right to determine that an item not mentioned above is
16 prohibited, and to remove or confiscate any and all prohibited items. (Student Bed
17 License III(CP.8).)
- 18 • Noise and/or music are not to be heard outside windows or in the hallway at any
19 time, night or day. (Student Bed License III(CP.9).)
- 20 • Commercial activity, solicitations or advertisements (written signs or e-mail
21 messages) are not permitted in the residence halls unless permission has been granted
22 by the University's Department of Housing. (Student Bed License III(CP.11).)
- 23 • Pets (including fish & livestock) are not permitted in the residence halls. (Student
24 Bed License III(CP.11).)
- 25 • Requests for overnight guests must be submitted in writing one week in advance to
26 the University's Resident Director and are contingent upon roommate and staff
27 approval. (Student Bed License III(CP.22).)

28

1 55. A sub-class represented by Plaintiffs comprises all Resident Academy Students
2 who were, either in whole or in part, made subject to Student Bed Licenses (Discovery Sub-
3 Class) more than one year prior to the initial date of the filing of *Academy I* and after the Start
4 Date of the Relevant Time Period. Plaintiffs are all members of the Discovery Sub-Class.

5 56. Resident Academy Students who are members of the Statutory Sub-Class and/or
6 the Discovery Sub-Class are hereafter collectively referred to the Class Members.

7 57. The overall Class period (Class Period) is the Relevant Time Period.

8 58. Based on the contents of Appendix A, Plaintiffs allege that there are not less than
9 15,000 Class Members, many of whom executed multiple Student Bed Licenses during the Class
10 Period.

11 59. Based on the contents of Appendix B, Plaintiffs allege there are not less than
12 33,100 Student Bed Licenses which purported to cover “residential units” located in The
13 Academy Housing and which Class Members were made subject to during the Class Period.

14 60. Questions of law and fact common to the Class Members predominate over
15 questions affecting only individual Class Members.

16 61. One example of a question affecting the Class is what exact conduct by The
17 Academy—such as, for example only, The Academy’s practice of repeatedly obtaining Student
18 Bed Licenses from The Academy covering either the academic year (Fall and Spring) or,
19 separately, the Summer semester and then subjecting Class Members to such separate Student
20 Bed Licenses over different periods of time—should be held by the Court to constitute a separate
21 Statutory Injury requiring imposition of a Statutory Penalty against The Academy for each
22 Student Bed License it ever required Class Members to execute.

23 62. One example of a question affecting the Discovery Sub-Class is (i) the effect of
24 any fiduciary or quasi-fiduciary relationship between The Academy and the Resident Academy
25 Students as well as (ii) the effect of The Academy Concealments on the time by which Resident
26 Academy Students had to bring their claims under Code of Civil Procedure section 340(a) as
27 same can and should be held tolled by the trier of fact in this case.

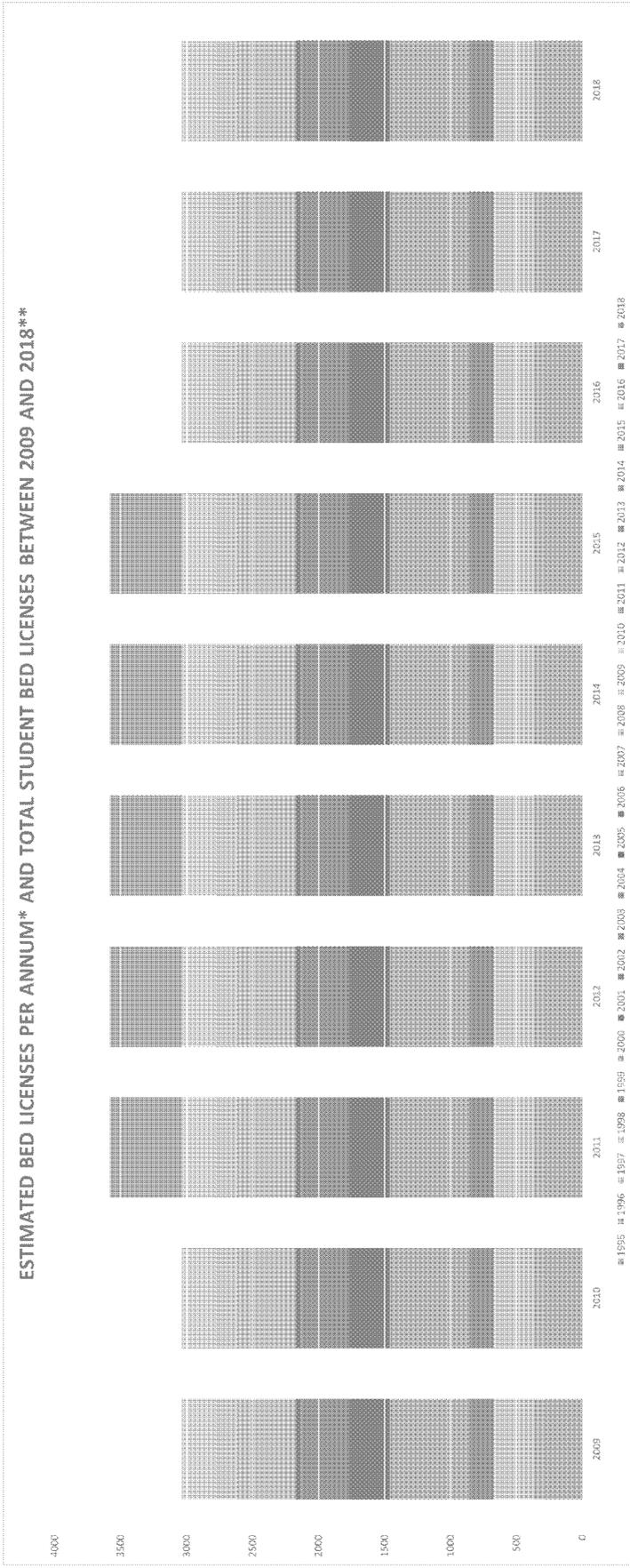
Appendix A

Appendix A

<u>Street Address of property</u>	<u>Year property first built</u>	<u>Year property first occupied by Academy</u>	<u>Was property subject to the Rent Ordinance at the time it was first occupied by Academy?</u>	<u>Date of de facto change in use of property to student housing by Academy?</u>	<u>Prior number of residential units in property before de facto conversion of property to student housing by Academy</u>	<u>Number of bed spaces in property following de facto conversion of property to student housing by Academy</u>
736 Jones Street	1923	1994	Yes	1995 (est.)	70 residential units	140 bed spaces
1916 Octavia Street	1900	1995	Yes	1996 (est.)	22 residential units	47 bed spaces
680-688 Sutter Street	1918	1996	Yes	1997 (est.)	28 residential units	67 bed spaces
560 Powell Street	1911	1996	Yes	1997 (est.)	27 residential units	64 bed spaces
1900 Jackson Street	1957	1997	Yes	1998 (est.)	9 residential units	18 bed spaces (est.)**
2209 Van Ness Avenue	1912	1998	Yes	1999 (est.)	22 residential units	56 bed spaces
1153 Bush Street	1911	1998	Yes	1999 (est.)	15 residential units	37 bed spaces
655 Sutter Street	1912	1999	Yes	2000 (est.)	90 residential units	177 bed spaces
1080 Bush Street	1913	1999	Yes	2000 (est.)	42 residential units and 15 SRO hotel rooms	122 bed spaces
1055 Pine Street	1910	2000	Yes	2001 (est.)	59 residential units	155 bed spaces
860 Sutter Street	1913	2003	Yes	2004 (est.)	50 residential units and 39 SRO hotel rooms	184 bed spaces
2211 Van Ness Avenue	1900	2005	Yes	2006 (est.)	3 residential units	20 bed spaces
817-831 Sutter Street	1924	2006	Yes	2007 (est.)	114 residential units	222 bed spaces
1727 Lombard Street	1960	2007	Yes	2008 (est.)	52 residential units	81 bed spaces
620 Sutter Street	1918	2008	Yes	2009 (est.)	65 residential units	129 bed spaces
2550 Van Ness Avenue	1959	2010	Yes	2011 (est.) *	136 residential units	272 bed spaces (est.)**
*Illegal Academy Student Housing Use abandoned in 2015 (est.)						
**Bed space estimates assume residential units have approximately 2 bed spaces per residential unit.						

Appendix B

Appendix B



* Assumes 2 Student Bed Licenses per bed space per annum

** Estimated total number of Student Bed Licenses from 2009 to 2018=33,100

EXHIBIT 1



Housing License Agreement 2016 – 2017

INTRODUCTION

Academy of Art University Housing system includes any living accommodations owned or leased by the University, which provide housing each term to eligible students. All students must conduct themselves in a manner consistent with the University's expectations as stated in the Student Code of Conduct, this Housing License Agreement, and any and all other applicable University policies, procedures, supplemental agreements, rules, and regulations.

Academy of Art University campus housing program is managed by Century Campus Housing Management L.P. dba Campus Living Villages (the "Manager"), 1001 Fannin, Suite 1350, Houston, Texas 77002, (713) 871-5100., http://www.campuslivingvillages.com/.

PART I: ACADEMIC TERM OF LICENSE

The term of this license is for the Fall 2016 and Spring 2017 semesters – one FULL academic year. Move-in dates and the start of classes are published by the University in advance and available on the University's website at www.academyart.edu.

- Any student enrolled at the University who has signed this license will be held financially liable for their residence hall assignment for the entire term indicated in this contract.
• Any student who has picked up his or her room and/or building keys at any time during the Fall 2016 or Spring 2017 semesters will be held financially liable for his or her residence hall assignment for the entire term indicated in this contract. Residence hall buildings open and close on the University's published opening and closing dates.

PART II: TERMS AND CONDITIONS

- A.) This Housing License Agreement (the "Agreement") is entered into between the individual student named in this Agreement (the "Student") and Academy of Art University (the "University").
B.) This Agreement is for BOTH the Fall and Spring semesters of the 2016 – 2017 academic year. Residence hall services, including access to the assigned room, begin on the designated opening day and end within 24 hours after the Student's last final exam, but no later than 12:00 p.m. on the published last final exam day at the University. The bed space and/or room and dining service under the license provided by this Agreement may not be sold, loaned, assigned, subleased, or transferred to any other person. This Agreement will not be accepted or processed unless the student is accepted to the University.
C.) ELIGIBILITY: Housing is provided only to students enrolled full-time and onsite as determined by the Office of the Registrar. Part-time and/or non-degree students are not eligible to live in campus housing unless permission is granted by the Director of Housing or his/her designee. A student who withdraws from the University, is academically dismissed, or who is dismissed for disciplinary reasons must vacate housing within 24 hours of written notice to terminate Student's license under this Agreement.
D.) LICENSE: This Agreement grants Student permission to use a bed space within a University residence hall during the Fall and Spring semesters of the 2016 – 2017 academic year, on the applicable start and end dates determined by the University. It is understood and agreed by Student and the University that this Agreement is a license and not a lease, and that no lease nor any other interest or estate in real property is created by this Agreement; nor are there any covenants, express or implied, such as a covenant for quiet enjoyment, created by this Agreement that are not otherwise expressly contained in this Agreement. Student is further informed and acknowledges that his or her room, which includes a room, apartment, and/or suite, does not constitute a Rental Unit as defined by the San Francisco Rent Stabilization and Arbitration Ordinance ("Rent Ordinance") or the regulations promulgated pursuant to the Rent Ordinance (San Francisco Administrative Code Section 37.2(r)(3) states that "rental units" shall not include housing accommodations in dormitories owned and operated by an institution of higher education). As such, the University may terminate the Student's license to use the room upon 24-hours written notice to Student under the terms of this Agreement and without alleging just cause under the Rent Ordinance. Any necessary eviction action shall be brought pursuant to Code of Civil Procedure Section 1161(1).
E.) SUBLICENSE: Students may not assign, sublet or transfer to anyone, including but not limited to other students, this License Agreement or any of its rights or obligations. A student may not sublicense their housing space, their license agreement or make any arrangement for someone to take over housing payments or move into the space assigned to them without the prior express written permission of the university. A student who violates this policy will lose all future opportunities to apply for housing and be liable for all costs incurred by the university including any expenses related to the removal of any third party. Students residing in University-owned or leased facilities without the written permission of the University are trespassing and will be removed immediately.

F.) NO LANDLORD/TENANT RELATIONSHIP: Student acknowledges that this Agreement is intended to create a license to use the residence and dining services provided by this Agreement and that this Agreement does not to create a landlord and tenant relationship. Student hereby acknowledges that he/she does not possess any rights as a tenant hereunder and hereby waives any rights of a tenant under federal, state, or local landlord/tenant laws, and waives any and all notices that a landlord would otherwise be required to provide a tenant to terminate any such tenancy. The sole right of Student to use an assigned room and use residence and dining services shall be based upon the revocable license granted under this Agreement.

G.) USE OF RESIDENCE HALLS:

1. Generally, residence halls remain open during Thanksgiving and spring breaks and close during winter & summer breaks. Intersession housing is available during semester break periods. If Student requires intersession housing during winter break, he or she must file an intersession request form, be approved by the University's Department of Housing, and pay intersession fees. Acceptable reasons for an intersession housing request include an international student with travel restrictions, an intercollegiate athlete whose sport is competing during the intersession, enrollment in intersession classes or extenuating circumstances. The student will be required to provide documentation in support of the intersession housing request. This Agreement does not allow the use of a room during the University's summer period unless the summer period is specifically included in the "Academic Term of License" section above.
2. The student must vacate his or her room at the close of the academic year in accordance with the University's published schedules. All personal property of Student must be removed from all residential areas by 12:00 p.m. on the day of check-out.
3. **Check-In/Check-Out:** Check-in and check-out procedures include completing all appropriate paperwork (including the Room Condition Form) within 48 hours of moving in and pick up or return of keys. A student may not check in earlier than the designated check-in date for the Fall or Spring semesters. Early or late check-in or late check-out may result in financial penalties. When Student is checking out, he or she must remove all personal items and rubbish from his or her room (see "Abandonment" under Section CP.19 below), leave the room clean, and have a University staff member inspect the room and collect keys before departure. Students will be billed for excess cleaning, removal of personal property, and loss of or damage to University property. Failure to follow these procedures may result in disciplinary action by the University.
4. **Condition of Premises:** Within 48 hours after move-in, Student must report to the University in writing any existing defects or damages to Student's room; otherwise, the room, including all fixtures, appliances, and furniture therein, if any, will be considered to be in a clean, safe and good working condition and Student will be responsible for defects or damages that may have occurred before he/she used the room. Except for any existing defects or damages reported by Student to the University in writing, Student accepts the room, including all fixtures, appliances, and furniture therein, if any, in their "as-is" condition, with all faults and imperfections. The University makes no express warranties, and disclaims any and all implied warranties, with regard to the premises, room, fixtures, appliances, and furniture.
5. **Early Move-Out:** Students who move out before the ending date will be financially responsible for the Agreement until the published ending date unless there is an "acceptable reason" for early move out as specified under section "Acceptable Reasons for Cancellation" below. The student must notify Housing staff before he or she moves out and must coordinate a check-out time with Housing staff.

H.) RATES: Room and meal plan rates are set by the University and subject to change. The actual amount due from Student is based on the type of room as specified in published rate sheets. Payment is due upon the published due date on or before the license start date applicable to each semester and in full prior to moving in. This section shall survive termination of this Agreement.

I.) USE OF DEPOSIT: The deposit submitted with the Agreement is \$500. This \$500 deposit is applied as a \$350 refundable security deposit and a ***\$75 per semester, non-refundable, mandatory building maintenance fee***. If it is determined that Student is responsible for room or common area damages and/or cleaning fees, the deposit will be applied to those charges at the time the charges are assessed. It is the sole responsibility of Student to maintain a minimum of \$500 in the Student's deposit account at the beginning of the fall semester and \$250 at the beginning of the spring and summer semesters, even if that requires additional funds to be deposited during the term of this Agreement. All new students are required to pay the initial \$500 security deposit. If the University approves or grants a deferral of the deposit at the time of application, Student remains liable for the payment of the deposit in accordance with this Agreement.

J.) EXPIRATION, REVOCATION, AND CANCELLATION OF LICENSE:

This is a legally binding contract. By signing this Agreement, Student assumes responsibility for the terms and conditions outlined herein. This Agreement is effective on the start date. All charges will continue unless or until the University agrees, in writing, to terminate the Agreement. This section shall survive termination of this Agreement.

- **CANCELLATION OF AGREEMENT BY STUDENT PRIOR TO START DATE:** If Student fails to cancel in writing prior to the cancellation deadlines set forth below, he or she will be held to the full terms of the Agreement, including liability for full payment of fees for both Fall and Spring semesters, regardless of whether Student is enrolled in classes at the University.

- **ACCEPTABLE REASONS FOR CANCELLATION:** Student may only cancel this Agreement after the starting date if Student meets the acceptable reasons for an early check-out and receives an approved written release by the University from the Agreement. Acceptable reasons include early graduation after Fall semester, marriage or domestic partnership (occurring after residence hall opening), extreme financial hardship, extenuating medical circumstances, academic internship, or student-for-student exchange. Supporting documentation will be required. Release approval will be based on the University's sole discretion.
- **OTHER CANCELLATIONS OF AGREEMENT BY STUDENT:** Unless otherwise noted in this Agreement, Student may not cancel this Agreement for divorce, loss of roommate, non-extenuating medical circumstances, or any other reason other than death, unless agreed to in writing by the University. A student may have special statutory rights to cancel the Agreement early in certain situations involving family violence or military deployment or transfer. If Student is a member of the Armed Forces on active duty and receives a change-of-station orders to permanently leave the local area; is relieved from active military duty; or is a national guard or reservist called to active duty, then Student may cancel this Agreement by giving written notice to the University and providing a copy of the official orders.
 - **CANCELLATION CHARGES:** If Student cancels, but not due to one of the acceptable reasons specified above, he or she will incur charges for breaching the Agreement. Charges are calculated based on the daily room rate for the assigned room and are charged for the number of days spent at the University prior to cancellation and/or move-out, whichever occurs first. Any refunds due to Student will be processed. Total charges will not exceed the semester room rate. If Student fails to meet the approved and acceptable reason for early move-out, he/she is responsible for paying charges until the ending date of the Agreement, and all amounts due will be immediately accelerated.
 - **CANCELLATION DEADLINES: FALL SEMESTER:** Student may cancel this Agreement without additional financial penalty if he/she notifies the University's Department of Housing in writing by **FRIDAY, JULY 1, 2016**. A Student, who cancels this Agreement after **FRIDAY, JULY 1, 2016** or after submission, but before the start date of this Agreement, will be charged a \$500 cancellation fee. The deposit will be applied to the \$500 cancellation fee.
 - **CANCELLATION DEADLINES: SPRING SEMESTER:** Students *new to housing* in the spring semester may cancel this Agreement without additional financial penalty if he/she notifies the Department of Housing in writing ten (10) days from the date of this Agreement. If Student cancels after the ten (10) day period or after submission but before the start date of this Agreement, he/she will be charged a \$500 cancellation fee.
- **PETITION OF RELEASE AFTER AGREEMENT START DATE:** If Student has completed this Agreement and has begun using his/her room, but wishes to cancel for the upcoming semester and/or academic year, he/she may submit a **Petition of Release** form to the University's Housing Department. If the University's Housing Department is able to offer Student a release from this Agreement, Student will be required to forego his or her remaining deposit. If the Housing Department is unable to approve Student's Petition of Release, then Student will continue to be held financially responsible for all housing charges for the entirety of this Agreement.
- **LICENSE TERMINATION BY UNIVERSITY:** The University may, at the University's sole discretion, terminate Student's license to use Student's room upon 24-hours written notice to Student. The University shall terminate Student's license for the following reasons: if Student fails to maintain full-time enrollment status at the University, withdraws from the University, is academically dismissed, is dismissed for disciplinary reasons, violates any term of this Agreement, violates the Student Code of Conduct, or violates any other applicable University policies, procedures, supplement agreement, or rules or regulations. If the University revokes the license granted under this Agreement for these defined reasons, Student will be held responsible for the full charges due under this Agreement. If Student has had his/her license revoked, he/she will no longer be permitted in any of the housing facilities owned or leased by the University.

A Student, who is granted early release from the Agreement for any reason or whose license has been revoked by the University will forfeit their \$500 deposit. The University reserves the right to apply the \$500 deposit to any outstanding tuition or fee balances before initiating collection proceedings.

- K.) **REFUND POLICY:** No refund of the charges due under this Agreement will be given to Student for any reason after the start date. If Student vacates his/her room without written approval, is released due to disciplinary actions(s), is academically dismissed, is dismissed due to outstanding debts owed to the University, or withdraws voluntarily from the University, he/she will not be reimbursed.

- L.) COSTS AND FEES:** In the event, the University brings an action against Student because of his or her violation of this Agreement, the University may recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment. This section shall survive termination of this Agreement.
- M.) ROOM ASSIGNMENTS:** This Agreement provides Student with a bed space in campus housing or University-sponsored housing only; it does not guarantee a specific building, room, rate, number of roommates, or choice of roommate(s). The student is informed and acknowledges that this Agreement does not grant Student exclusive use of any room, or portion thereof and that the University, its employees, and agents reserve the right to enter any room at any time (see "Right of Entry/Inspection" under Section CP.18 below). The University reserves the right to change room assignments, assign a new roommate, or reassign a current Student to any available bed space at any time, and/or consolidate vacancies in the interest of health, occupancy, or for general welfare, in which event Student's account will be credited or charged the difference in room rate.
- **Room Changes:** Requests for room assignment changes will not be accepted during the first two weeks of each semester. Thereafter, Student must submit requests for a room transfer to their building Resident Director of housing office. Every attempt will be made to honor requests; however, no guarantees can be made.
 - **Space Usage:** Any behavior(s) by Student that infringes upon the rights or space usage of room/apartment/suite-mates is strictly prohibited and will result in disciplinary action. In addition, if such behavior(s) result in the use of Student of additional space or a private room, Student may be charged for such additional space.
- N.) DISABILITY/HEALTH RELATED ACCOMMODATIONS:** If Student is requesting disability/health-related accommodations, he/she must contact the University's Department of Housing at (415) 618-6335 to discuss requests and required documentation. Individual requests will be reviewed on a case-by-case basis. If Student is approved for such an accommodation, all terms and conditions of this Agreement will apply unless specifically stated otherwise in writing by the University.
- O.) ROOMMATE ASSIGNMENT:** If Student does not match with a roommate through the self-assignment process, a person comparable to Student's gender and age group will have the ability to assign themselves to Student's same room or apartment, or will be assigned by the University's Housing Department.
- **Self-Assignment Period:** During the designated Self-Assignment period, assignments and meal plans are completed by Student utilizing the Self-Assignment process which allows students to apply for housing, pay the full \$500 housing deposit, and select a room assignment online. Although a prospective Student may apply for a room up to a year in advance of the anticipated start date, the Self-Assignment process for the upcoming fall semester opens in late spring or early summer. Students who are new for the spring semester will be able to utilize the Self-Assignment process beginning in late fall or early spring. All students who have a completed Agreement and who have paid the \$500 deposit will receive an e-mail informing them of the dates and instructions for the Self-Assignment process.
 - **Manual Assignments:** After the designated Self-Assignment period, room assignments and meal plans are completed by the University's Housing staff.
- P.) DINING & MEAL PLANS:** Meal plans are available to all students residing in campus housing. If Student is assigned to any of the following buildings, he/she is required to have a meal plan and will be required to select a meal plan during the Self-Assignment process or will be automatically billed for the Platinum Meal Plan if the Self-Assignment process has ended: International House (860 Sutter Street), Commodore (825 Sutter Street), Howard Brodie (655 Sutter Street), Auguste Rodin (1055 Pine Street), Clara Gil Stephens (620 Sutter Street). If Student chooses a meal plan but does not live in a building requiring a meal plan, he/she may cancel or change his/her meal plan only until the University's published cancellation deadline at the beginning of each semester. Meal plans assignment is for the fall and spring semesters unless cancelled by the deadline.
- Q.) UTILITIES AND SERVICES:** The University shall pay for water, trash, electricity, Internet, and gas for Student's room. However, the University may, at its discretion, pass on to Student any charges for excessive use of the aforementioned utilities. The University may provide one or more telephone jacks on the premises, but Student shall be responsible for securing and paying for telephone service.
- R.) EMERGENCY CONTACTS:** Student must provide emergency contact information for an individual or individuals who the University's Housing staff may contact in the event of an emergency or as the University Housing staff deems necessary, including if the University's Housing staff has been unable to contact Student for more than twenty-four (24) hours. The designated emergency contact individual should be a parent, guardian, or relative, when possible.
- S.) HEALTH INSURANCE:** The University requires that all students have health insurance coverage. If Student fails to report his or her health insurance information prior to move-in, Student will be required to purchase student health insurance. The University is not responsible for costs resulting from Student's wellness care expenses including hospital stays and/or ambulance transportation. **In incidences where Student's health has the potential to put other students at risk, the University retains the right to restrict Student's access to any residential areas until**

Student provides a written statement from a medical professional that Student's condition is not contagious or a danger to himself or herself or any members of the community.

T.) NONWAIVER: The waiver of any breach of a term or condition of this Agreement shall not constitute a waiver of any subsequent breach.

PART III – COMMUNITY POLICIES

The University expects students to display honesty, integrity, and professionalism in every aspect of their behavior and work at the University. The University expects students to be mindful of their audience as they innovate through their art. Students are expected to respect themselves, other members of the University community, and the institution itself.

Students must follow all standards of conduct in these Community Policies, the University's Code of Conduct and this Agreement. The student is responsible for understanding and abiding by these policies, rules and regulations. Should Student choose to disregard any of the stated policies and/or guidelines of Student's community, elements of the Student Conduct Process may be exercised to hold Student accountable for his or her actions. In addition, Student is responsible for informing his/her guests of each policy and will be held accountable for guests' actions.

Failure to comply with community policies may lead to consequences such as but not limited to educational assignments, housing probation, fine, restitution, revocation or termination of the license granted by this Agreement to use University campus housing. Administrative review of sanctions from a student conduct hearing is permitted and must first be addressed in writing to the University's Director of Housing (or designee). If Student is dissatisfied with this decision, a written appeal may be forwarded by mail to the Manager, Campus Living Villages, 1001 Fannin St., Suite 1350, Houston, Texas, 77002.

SAFETY & SECURITY

It is not possible the University or for the Manager to ensure "safety" or "security." The University's Department of Campus Safety & Security (CSS) provides safety services for the University's Campus Housing from time to time at their sole discretion. However, Student should not assume their presence. The student must promptly report any incident of theft, vandalism, or unsafe conditions to Academy of Art University CSS and the Housing Department. Please call the University CSS at (415) 618-3896 for non-emergencies or 911 to report any criminal activity.

The University's CCS provides an escort service each evening for persons who may be walking alone on campus. Please utilize this service by calling (415) 618-3896 or walk with a friend after hours. In accordance with the Crime Awareness and Campus Security Act of 1990, the University publishes crime statistics each year. The University cooperates with CSS in reporting crime information to make accurate statistics available.

Personal Security Awareness

No security system is fail-safe. Even the best security system cannot prevent crime. Always proceed as if any security systems don't exist because they are subject to malfunction, tampering, and human error. The University disclaims any express or implied warranties of security. The best safety measures are the ones Student would perform as a matter of common sense and habit.

Safety Tips

- Lock doors and windows, even while inside.
- Do not put identifying information, such as name, address, or phone number on your key ring.
- Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, and then call Campus Safety & Security.
- Mark or engrave identification on valuable personal property.
- Inform roommates of activities and expected return time.
- Do not walk alone at night.

CP.1) ALCOHOL: The possession, consumption, sale or manufacture of alcohol, regardless of resident and/or guest age is strictly prohibited in any University facilities (leased or owned). This includes being under the influence of alcohol. The possession of alcohol paraphernalia (packaging, "trophy bottles," empty bottles/cans, shot glasses, drinking funnels, etc.) also is prohibited. This includes items that are used or could be used in connection with drinking games or the rapid, mass, or otherwise dangerous consumption of alcohol of any type. If the University finds such items in Student's room, he/she may be subject to disciplinary action. The sale, manufacture, or dissemination of alcohol is strictly prohibited.

CP.2) DRUGS & ILLEGAL CONTROLLED SUBSTANCES: Federal law and University policy prohibit the use, possession, sale, manufacture, or distribution of illegal drugs and/or paraphernalia. This includes being under the influence of drugs & illegal controlled substances. This policy also applies to medical marijuana to the extent permitted by law, regardless of whether the user possesses a valid California medical marijuana card. Marijuana is classified as an illegal drug under the federal Controlled Substances Act (21 U.S.C. § 801 *et seq.*), and possession of any amount is punishable under federal law by imprisonment for up to a year and/or a minimum fine of \$1,000. In addition, the possession, sale, manufacture, use, or distribution of prescription drugs by a student to whom the medication was not prescribed is prohibited and will result in disciplinary action.

CP.3) WEAPONS: The University's Code of Conduct prohibits explosives (including fireworks), firearms, and/or weapons of any type in University campus housing, residents' rooms, or on campus grounds. Bringing firearms, weapons, and/or ammunition into University Campus Housing or storing them in Student's rooms or anywhere else may be grounds for the immediate termination of this Agreement, sanctions under the University's Code of Conduct, and criminal prosecution under California Penal Code section 626.9, punishable by imprisonment up to four years. For the purpose of the University's Housing policy, weapons may further include, but are not limited to, any daggers, knives having a blade longer than 4 inches (except over the counter silverware with blades designed and used for eating and food preparation purposes), folding knives with a blade that locks into place, ice picks, razors with an unguarded blade, tasers, stun guns, paint guns, air guns, CO2 pressure guns, martial arts weapons, archery equipment, mace, laser pointers, tear gas, BB guns, and sling shots, toy, "fake" or "replica" guns or water guns.

CP.4) BEHAVIOR(S): Student is prohibited from engaging in any of the following behaviors: conduct in or about any residence halls that poses a threat to the health or safety of themselves, others, or property; behavior that interferes with the rights or well-being of others; or personal actions that violate any provision of this contract, or any rule, regulation, or policy of the University, or any applicable law. The University may immediately terminate the Agreement if Student threatens to harm himself or herself or threatens to harm another person. In addition, a student establishes an unacceptable pattern of misconduct when he or she is frequently in trouble, even where the individual offenses are minor. A pattern of recalcitrance, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem and may result in termination of this Agreement at the University's sole discretion, with 24-hours written notice to Student pursuant to the terms of this Agreement.

CP.5) SEXUAL HARASSMENT: Sexual harassment toward a student arises where another student/staff member:

- Explicitly or implicitly conditions a student's participation in an education program or activity or bases an educational decision on the student's submission to unwelcome sexual advances, request for sexual favors, or other verbal, nonverbal, or physical conduct of a sexual nature; or
- Engages in sexually harassing conduct (that can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature) that is sufficiently severe, persistent, and/or pervasive to limit a student's ability to participate in or benefit from an education program or activity, or to create a hostile or abusive educational environment. Examples include, but are not limited to:
 - Unwelcome sexual advances – whether or not they involve physical touching.
 - Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comment on an individual's body, or comment about an individual's sexual activity, deficiencies or prowess.
 - Displaying sexually suggestive objects, pictures, or cartoons.
 - Unwelcome leering, whistling, whistling against the body, sexual gestures, or suggesting or insulting comments.
 - Inquiries into one's sexual experiences.
 - Discussion of one's sexual activities.

CP. 6) SEX DISCRIMINATION AND SEXUAL MISCONDUCT: Members of the University community, guests, and visitors, have the right to be free from discrimination on the basis of sex. Sexual misconduct is prohibited and includes non-consensual sexual intercourse, non-consensual sexual contact, sexual exploitation, sexual harassment, stalking, dating violence, and domestic violence. Policy definitions:

- Effective consent – Effective consent is informed, knowing and voluntary, and mutually understandable words or actions that indicate a willingness to participate in mutually agreed-upon sexual activity. Effective consent can never be given by minors, mentally disabled persons, or those who are incapacitated as a result of alcohol or other drug consumption (voluntary or involuntary) or those who are unconscious, unaware or otherwise physically helpless. Consent obtained as a result of physical force, threats, intimidating behavior, duress, or coercion is not effective consent. A person who knows or reasonably should have known that another person is incapacitated may not engage in sexual activity with that person. Incapacitation is a state where one cannot make a rational, reasonable decision because they lack the ability to understand the who, what, when, where, why or how of their sexual interaction.
- Non-Consensual Sexual Intercourse – Any sexual penetration (anal, oral or vaginal), however slight, with any part of one's body or any object by a man or woman upon a man or woman without effective consent.
- Non-Consensual Sexual Contact – Any intentional sexual touching, however slight, with any part of one's body or any object by a man or woman upon a man or woman without effective consent. Any disrobing of another or exposure to another by a man or woman without effective consent.
- Sexual Exploitation – Taking sexual advantage of another person without effective consent. Examples include, but are not limited to, causing or attempting to cause the incapacitation of another person through ingestion or use of drugs or alcohol or otherwise; causing the prostitution of another person; electronically recording, photographing, or transmitting intimate sexual utterances, sounds or images of another person; allowing third parties to observe sexual acts; engaging in voyeurism; distributing intimate or sexual information about another person; and/or knowingly transmitting a sexually transmitted infection, including, but not limited to, HIV, to another person.
- Stalking – "Stalking" refers to engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others; or suffer substantial emotional distress. For the purpose of this definition means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means follows, monitors, observes, surveys, threatens, or communicates to or about, a person, or interferes with a person's property. Substantial emotional distress means

significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

- o **Dating Violence** - "Dating Violence" refers to violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, the existence of such a relationship shall be determined based on the reporting party's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purpose of this definition, dating violence includes but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.
- o **Domestic Violence** - "Domestic Violence" refers to a felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim; by a person with whom the victim shares a child in common; by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner; by a person similarly situated to a spouse or the victim under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred; or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws or the jurisdiction in which the crime of violence occurred.

The student must review the University's Student and Academic Policies and, in particular, the University's policies regarding sexual violence and misconduct under "Prohibited Conduct," "Definitions and Descriptions of Key Terms," "Violations of Law and Disciplinary Regulations," and "University Disciplinary Procedure."

A student may be accountable to both criminal and civil authorities and to the University for acts that constitute violations of the law and of the University's Student Code of Conduct. Disciplinary action at the University may proceed pursuant to the University's Disciplinary Procedures despite any pending criminal proceedings and will not be subject to challenge on the grounds that criminal charges involving the same incident have been dismissed or reduced.

CP.7) HARASSMENT: Members of the University community, guests, and visitors, have the right to be free from Harassment, which is prohibited. "Harassment" includes, but is not limited to, written, verbal, psychological or physical abuse, sexual suggestions or acts, or false accusations.

CP.8) PROHIBITED ITEMS: The following items are prohibited in University housing: water beds, lofted beds, microwave ovens, television/radio antennae placed outside the room/exterior of the building or adjacent grounds, weapons (as specified under "Weapons" under Section CP.3 above), CO2 hazardous chemicals, gasoline, candles (with or without a wick), incense, illegal drugs (see Section CP.2 above), drug paraphernalia, hookahs, bongos or other smoking devices, alcoholic beverages, alcohol containers/bottles/cans, automobiles, or vehicles of any kind (or parts, repair tools), accessories for any vehicle, air conditioners, dart boards, halogen lamps, sun lamps, space heaters without a safety feature, weight lifting equipment, and live holiday decorations (including string lights), and inflatable pools. Motorized vehicles (including but not limited to motorcycles, mopeds, Hoverboards, self-balancing scooter boards, two-wheeled scooters, Segways, carts, etc.) may not be operated, charged, or stored inside any residence hall.

The University reserves the right to determine that an item not mentioned above is prohibited, and to remove or confiscate any and all prohibited items. The University claims no responsibility for confiscated items. Approved appliances must be UL (Underwriters Laboratories) approved. Only power strips equipped with circuit breakers, surge suppression, and a construction grade cord with a grounded third prong may be used in Student's room.

CP.9) NOISE: Quiet hours are established to promote an atmosphere conducive to studying and sleeping. Quiet hours are designated as follows, 10:00 p.m. to 9:00 a.m., Sunday to Thursday and from midnight to 9:00 a.m. on Friday & Saturday. During this time, Student is expected to: (a) ensure that noise cannot be heard beyond the confines of his/her room, (b) keep doors closed when entertaining his/her guests and (c) remain quiet in common areas of the building. Noise and/or music are not to be heard outside windows or in the hallway at any time, night or day. While there are standard quiet hour guidelines, courtesy hours are in effect 24 hours per day and require that all sound be kept to a reasonable level without disturbance to other members of the community. Student is expected to communicate with his/her neighbors if noise is too loud. Additionally, quiet hours are recognized on a 24-hour basis during final exam periods.

CP.10) FIRE SAFETY: Student is expected to observe fire safety policies and procedures. Misuse (including, but not limited to, false alarms) or damage to fire/emergency equipment (such as fire pull boxes, fire extinguishers, fire doors, fire strobe lighting, fire hoses, smoke detectors and sprinkler systems) is strictly prohibited and will result in disciplinary and/or criminal action as permitted by law. Activating false alarms or tampering with or disabling fire equipment is a misdemeanor in the State of California, punishable by up to a year in county jail and/or a fine not exceeding \$1,000. Student is not to hang anything from sprinkler heads. Damage to sprinkler heads may result in flood damage for which Student will be responsible. If a fire alarm sounds, ALL students must exit the facility at the nearest emergency exit. Student will be held responsible for alarms resulting from smoke or fire as he/she prepares food in kitchen areas. Student must closely monitor food preparation areas at all times while cooking. Participating in any act, which results in a false fire alarm, setting fires or tampering with fire safety equipment, may result in termination of this license by the University, at the University's sole discretion, with 24-hours written notice to Student pursuant to this Agreement; removal from housing; suspension; and/or expulsion from the University.

CP.11) SALES & SOLICITATION: Commercial activity, solicitations or advertisements (written signs or e-mail messages) are not permitted in the residence halls unless permission has been granted by the University's Department of Housing. Student is prohibited from operating any business or commercial venture out of his/her room. In the case of fundraising events recognized by the University's campus organizations, approval may be obtained from the University. Announcements and publicity items for residence hall bulletin boards must be submitted to the University and approved prior to posting.

CP.12) NON-LIABILITY FOR STUDENT PROPERTY: The University and the Manager shall not be held liable for any damage to, destruction of, malfunction, failure, loss, or theft of any property belonging to, or in the custody of, Student from any cause whatsoever, nor for the failure or interruption of utilities or appliances, whether such loss occurs in Student's room or other areas. The University does not carry insurance covering personal property. Student is advised to carry property insurance in the event of damage or loss.

CP.13) DAMAGE, THEFT, & VANDALISM: Each Student will be held accountable for any damages, thefts, or vandalism for which he/she is responsible and will be billed accordingly. Student should notify the University Campus Housing staff immediately to confront individuals damaging, stealing, and/or vandalizing the facility. In the event that individual(s) do not take responsibility for damages, thefts, or vandalism that occurs in the facility, the repair amount will be divided among all students in the residence hall community. This amount will be billed to Student's account. Although the University understands that academic assignments may require a variety of artistic mediums, Student must be responsible for the care of the room while completing those projects. Damage resulting from Student's actions, (including, but not limited to, paint overspray on desks or walls, spray adhesive, charcoal dust staining carpets, cuts in furniture from Exacto knives, etc.) will result in damage charges being assessed to Student's account.

CP.14) KEY/ID SECURITY: Student is responsible for being in possession of keys and his/her Student ID at all times. Keys (room, front door, and mail key) and a Student ID will be issued to him/her and recorded at the beginning of the term period of this Agreement. The keys and ID may not be transferred, duplicated, or given to other individuals. Lost keys or ID must be reported immediately to the Manager. When a key is lost, the lock may be changed and new keys issued. Any student who loses his or her room key will be billed for the cost of all changes made, including but not limited to the full cost of a replacement key and/or Student ID and the cost to install new room lock(s) and obtain new key(s). Keys reported to be temporarily mislaid, keys not returned at the end of the use period, or unauthorized duplicate keys turned in at the end of use will result in the new lock(s) and key(s) being created and replacement costs being charged to Student. This paragraph shall survive termination of this Agreement.

CP.15) LOCKOUTS: After regular business hours for the University's Housing department, such as in the evening and on weekends, please contact the Resident Assistant on duty if Student is locked out. Student will receive one complimentary lockout outside of the University's Housing Departments regular business hours each semester. Subsequent lockout(s) will result in a \$20 service fee for each additional lockout. Proper photo identification will be required to prove identity during each lockout. Three (3) or more lockouts will result in disciplinary action.

CP.16) SMOKING: Student and guests are subject to University policies and California state and local laws regarding smoking. Pursuant to the San Francisco Health Code Article 19F, smoking is not permitted in or within 15 feet of any facility's exits, entrances, operable windows, or vents. This includes cigarettes, electronic cigarettes ("e-cigarettes"), vaporizers ("vapes"), medical marijuana to the extent permitted by law (prohibited by federal law and University policy), cigars, pipes, hookahs, and chewing tobacco, which are prohibited in all areas of the residence halls.

CP.17) PETS: For health and safety reasons, pets (including fish & livestock) are not permitted in the residence halls. Service animals as defined by the Americans with Disabilities Act are permitted within University housing following approval of the University's Director of Housing (see the procedure as specified under "Disability/Health Relations Accommodations" in Section M above). Proper documentation is required and must be submitted prior to the animals' arrival on campus.

CP.18) RIGHT OF ENTRY/INSPECTION: The University reserves the right to inspect rooms/apartments and regulate the use of the premises according to University policies. Student's room/apartment may be entered without advance notice or consent by authorized University personnel, or authorized agents of the University, whenever there is a reasonable cause concerning the health, safety, and welfare of the individual residents and/or the residence hall community at large. The University reserves the right to enter rooms/apartments for routine repairs and in emergency and/or policy violation situations, including during intercession periods. Student must ensure the security of his or her personal possessions and the University is not responsible for any theft, loss, or damage that occurs during a room inspection, routine maintenance, or repairs.

CP.19) ABANDONMENT: Student is responsible for removing all personal possessions when he/she vacates the room, apartment, or suite. Any possessions left in campus housing facilities after the termination of the Agreement will be considered abandoned, will be discarded by the University, and Student may be billed an additional charge for removal. Student also may face disciplinary action that could include loss of housing privileges. This paragraph shall survive termination of this Agreement.

CP. 20) FURNITURE: Furniture supplied by the University must remain in its designated location (room, lounge, kitchenette, etc.). Student may rearrange furniture within their rooms, but may not disassemble it, exchange it with other students, or move it to another location outside of the room. Furniture not provided by the University (e.g., Futons, sofas, Papasan chairs, non-

University-supplied mattress, bean bags, etc.) are prohibited from the residence halls. Public-area furnishings may not be removed from the public areas or be used in Student's room. The removal of public furnishings is considered theft of property, and community damage charges and/or disciplinary action may result.

CP.21) COOKING: All cooking in the residence buildings must be confined to the kitchen areas. Cooking in rooms without kitchens is not allowed. Kitchens are for use by students only. Student is only permitted to bring his/her own refrigerator and/or microwave for a room/unit in which these appliances have not been provided by the University. Hot plates, barbecues, toasters, toaster ovens, rice cookers and non-open coiled sandwich/meat grillers, such as a Foreman Grill, waffle iron, or panini press machine, are not permitted within Student's room.

CP. 22) VISITATION: Visitors are welcome after consideration is given to the needs and rights of roommate(s). All visitors regardless of whether or not they are University students must be 18 years of age or older, unless they are 16 years of age or older and the sibling of the resident, and required to sign-in at the residence building front desk. The student must accompany all visitors at all times while in the residence building. The student is responsible for his/her visitors' compliance with all University policies. Visitation hours are as follows – Sunday – Thursday, 9 am -10 pm and Friday – Saturday, 9 am – 12 am. Requests for overnight guests must be submitted in writing one week in advance to the University's Resident Director and are contingent upon roommate and staff approval. Overnight guests must be of the same gender as the requesting student. Before having any guest sleep in a common area within a unit (apartments and lofts only), Student must obtain express and unanimous consent from all other students who use that common area. Sleeping in public areas (e.g., TV/study lounges) is not permitted. Approved non-resident guests may visit no more than three (3) consecutive nights and/or five (5) nights total during an academic semester. No overnight guests are permitted during Finals Week.

CP.23) COHABITATION: Cohabitation is defined as the extended presence (daily or nightly) of any person in any room or apartment to which that person is not assigned. Cohabitation is strictly prohibited. The University's Department of Housing reserves the right to restrict any guest from the residence halls at any time as determined by Housing, Campus Safety & Security or the University's staff.

CP.24) CARE OF PREMISES: Student is required to maintain the facilities in a clean and orderly condition and shall not obstruct any of the walkways, hallways, or surrounding premises, and shall not place any signs (including neon signs) or advertising matter in the windows, on the exterior portion of doors, or elsewhere in or on the residence hall or surrounding premises. The student is expected to keep common areas (lounges, kitchens, refrigerators, etc.) clean. Partitions or other alterations including but not limited to installation of alternative tile, countertops, appliances, carpet, built-in cabinets or bookshelves, painting or wallpapering to the facilities may not be made without written approval of the University's Housing Department. Objects may not be dropped, thrown, or hung from windows. Entering or exiting from windows or unauthorized alarmed doors, sitting on windowsills, or leaning out of windows is prohibited. A student may not use rooftops for any reason without specific written authorization from the University's Department of Housing or a direct order from the Fire Department. If the room falls below acceptable health/safety standards, Student will be required to take corrective action within twenty-four (24) hours from the time of notice. If Student fails to comply, the cost for corrective action will be charged to him/her and/or disciplinary action may be taken. The student is expected to keep his/her room/apartment door(s) locked at all times.

CP.25) PEST CONTROL: If Student is having a problem with bugs and pests, please advise the Resident Director of the building to make a report, and the pest control company will provide service upon notification. All rooms will be treated periodically unless a medical documentation for Student's medical provider is given to the University. Student may not refuse service if medical documentation is not on file. If aggressive pest control is necessary, Student may be required to relocate temporarily to another building. It is imperative that Student follows all prescribed instructions in the event that relocation is necessary.

CP.26) HALL RECREATION: Playing sports, horseplay, and other athletic or physical recreational activity in the residence halls is strictly prohibited. These include, but are not limited to, wrestling, basketball, baseball/whiffle ball, soccer, football, hockey, golf, roller skating, rollerblading, skateboarding, running, or catch/throwing. All athletic activities are to be confined to areas outside of the residence halls that are designed for that purpose. Student will be responsible for the full cost of any damage due to unauthorized recreational or athletic activities in residence halls.

CP.27) MAIL: As a courtesy, the University may accept mail on Student's behalf, but it is not obligated to accept packages. The University is not responsible or liable for any damage or theft of mail or packages that it accepts on Student's behalf. The University will not accept responsibility for any certified or registered mail. The U.S. Postal Service delivers mail to Student's mailbox. The University is not responsible or liable for the loss or theft of packages delivered to and or left in building lobbies or common areas.

CP.28) CURFEW: The University complies with the City of San Francisco Curfew under Municipal Police Code (SF MPC) Section 539.

CP.29) PARTIES/SOCIAL GATHERINGS: Unauthorized parties or social gatherings are prohibited in the residence buildings. Student is not permitted to host anywhere in his/her residential building (including rooms and community space) a number of guests that equals twice the total capacity of his/her room (i.e., a room designated for two (2) students is only permitted to have four (4) guests at any given time within the room or common area). However, regardless of the total capacity of the room, the

maximum number of guests permitted in any one room is no more than eight (8) people. At the discretion of the University's Campus Housing Staff or the Campus Safety & Security Staff, any gatherings may be required to disperse, and all non-residents escorted out of the building. Students found in violation of this policy may face disciplinary action.

CP.30) CHECK-OUT: Student must check-out within 24 hours after his/her last final exam, but no later than the last day of his/her contract. Appropriate arrangements must be made ahead of time for departure. Late check-outs must be approved by the University's Department of Housing, and will be pro-rated at \$70 per day. Student will be charged \$150 for an improper check-out for failure to make a check-out appointment and meet with University campus housing staff.

CP. 31) DEFIANCE OF AUTHORITY: Failure or refusal to comply with the request of a member of the University's Campus Safety and Security or residence hall staff is a violation of defiance of authority. This also includes failure to attend mandatory meetings, including, but not limited to, student conduct hearings, and residence hall and community meetings. Failure to satisfy the conditions of a sanction imposed as the result of a previous disciplinary hearing also constitutes a defiance of authority.

CP. 32) FALSE INFORMATION AND MISREPRESENTATION: Student is prohibited from knowingly providing false information and/or making misrepresentations to any University or Housing official, including Campus Safety and Security, residence hall staff, or police/fire/emergency medical personnel.

CP.33) NON-RETALIATION: Student has the right to and is encouraged to report potential violations of the University's and Housing's policies. Additionally, Student has the right to pursue both internal disciplinary processes and/or charges through external law enforcement authorities free of any interference or retaliation by any member of the University community. Any retaliation under these circumstances is strictly prohibited and will result in response by the Department of Housing and/or the University that could include, among other things, the immediate imposition of disciplinary measures. Retaliation includes but is not limited to, any conduct that interferes with the alleged victim's ability to pursue the allegations.

CP.34) INTERIM RESTRICTIONS: The University's Director of Housing, or his/her designee, may impose immediate restrictions on Student, pending disciplinary action or medical release from appropriate providers, when deemed appropriate, such as when there are sufficient facts to demonstrate that the Student's continued presence on campus endangers the physical safety or well-being of others or himself or herself. This includes, but is not limited to, prohibiting or limiting access to a Student's room, and restriction of communications with named individuals. Violations of interim restrictions constitute a serious violation of Housing policy and will result in immediate disciplinary action.

CP.35) PRIVACY RIGHTS OF STUDENTS' EDUCATIONAL RECORDS: In accordance with the federal Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g; 34 C.F.R. 99) the California Information Practices Act (California Civil Code Section 1798 *et seq.*), Article 1, Section 1 of the California Constitution, and all other applicable federal and state laws and regulations that safeguard education records, privacy, and confidentiality, the University policy only allows the release of personally identifiable information to others (except to verify student status) with Student's prior consent or in the case of an extreme emergency or where there is clear and imminent danger to Student, to others, to society, or otherwise as permitted by law.

PART IV: STUDENT'S ACKNOWLEDGEMENT AND ACCEPTANCE

I hereby acknowledge that I have received and read, and I understand and agree to the terms and conditions contained in the Housing License Agreement. If I violate any of the terms of this document, I understand that I would be in breach of this Agreement. Such violation may, at the University's sole discretion, cause me to be disciplined (including educational assignments, including, but not limited to, community service, reflection papers, or other projects), fined, and/or may cause the University to revoke the license to use a bed space conferred by this Agreement.

I hereby authorize a signature submitted by me, by facsimile or other electronic transmission, to be as valid and binding as my original signature. Along with this License Agreement, I am submitting Five Hundred Dollars (\$500) to be used for the deposit required by the Agreement. I agree to pay the total amount due under this Agreement on or before the license start date applicable to each semester.

1. I have read and understand the Liability provisions below.

LIABILITY. To the fullest extent permitted by law, neither the University, the Manager, nor their respective executors, administrators, predecessors, employees, owners, officers, shareholders, directors, partners, associates, agents, attorneys, representatives, successors and assigns, or any parent organizations, subsidiaries, affiliates, or divisions, past, present and future (collectively the "Released Parties"), will be liable to Student or members of Student's family, Student's guests, invitees, licensees or agents, and each of their heirs, beneficiaries, relations, next of kin, executors, administrators, predecessors, agents, servants, employees, attorneys, representatives (collectively, the "Releasers") for any injury, damage, or loss to person or property caused by criminal or other conduct of any person, including, but not limited to, theft, burglary, assault, vandalism or other crimes, or any conflict with Student's roommate(s). The Releasers hereby release the Released Parties from any and all claims, losses, costs, expenses, personal injury, serious bodily harm, up to and including death, damage, or loss to person or property (including any damage or loss to any personal property left in the premises after the Agreement has terminated or expired, including early termination) caused by or associated with theft, burglary, assault or criminal or any other conduct of other persons, vandalism, fire,

smoke, rain, flood, water leaks, hail ice, snow, lightning, wind, the presence of moisture or the growth of, or concurrence of, mold or mildew in the assigned bed space, room, premises, and/or property, explosion, surges or interruption of utilities, Student's personal conflict with Student's roommate(s), and for any damage or inconvenience which may arise through repair or alteration of the premises or any other cause whatsoever, **EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT**, and the Releasors hereby forever relinquish and acquit the Released Parties from any and all liability therefore. The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to Student. *Student is urged to obtain his or her own property, liability, and accident insurance for all such losses due to such causes.* **STUDENT ASSUMES FOR HIMSELF OR HERSELF AND ALL OF THE RELEASORS ANY AND ALL RISKS FROM ANY ACCIDENTS, INJURIES, OR SERIOUS BODILY HARM, UP TO AND INCLUDING DEATH, TO THE RELEASORS IN CONNECTION WITH USE OF THE ASSIGNED BED SPACE, ROOM, PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR OTHER AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR STUDENT'S USE, AND AT THE USER'S SOLE RISK.** To the fullest extent permitted by law, Student agrees to indemnify, defend and hold harmless the Released Parties from and against (i) all fines, suits, claims, demand, liabilities, and actions (including costs and expenses of defending against such claims) resulting or alleged to result from any breach, violation or non-performance of any condition in this Agreement and (ii) all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments suffered by, recovered from or asserted against any of the Released Parties on account of accident, illness, injury or serious bodily harm, up to and including death, or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Student, any of the Releasors, or of any other person entering upon the premises or when any such injury or damage is the result, proximately or remotely, of the violation by Student or any of the Releasors of any law, ordinance or governmental order of any kind or of any of the rules and policies included in this Agreement, or when any such injury or damage may in any other way arise from or out of the use by Student or any of the Releasors of the property, **EVEN IF THE SAME IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES**, it being intended that the foregoing indemnity extends to and cover the negligence of such parties. Student specifically agrees to look solely to Released Parties' interest in the Agreement and the income derived therefrom for the recovery of any judgment against the Released Parties, it being agreed that the Released Parties shall never be personally liable for any such judgment, and Student shall not seek or obtain any such judgment. The provisions contained in the foregoing sentences are not intended to, and shall not, limit any right that Student might otherwise have to any suit or action in connection with enforcement or collection of amounts that may become owing or payable under or on account of insurance maintained by the Released Parties. No consequential or punitive damages are recoverable against the Released Parties. With respect to the matters released herein, the Releasors expressly waive any and all rights that they may have under Section 1542 of the Civil Code of the State of California, and any similar provision in any other jurisdiction, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Student hereby verifies that he or she understands and acknowledges the significance and consequence of this waiver of the provisions of Section 1542 and hereby assumes full responsibility for any damage, loss, liability which any of the Releasors may hereinafter incur by reason of such waiver. This section shall survive the expiration or early termination of this Agreement.

STUDENT (Print Name)

Signature

Date

***** Students Under Age 18 Must Have a Parent or Guardian Signature *****

PARENT/GUARDIAN (Print Name)

Signature

Date

EXHIBIT 2



ACADEMY of ART UNIVERSITY®

FOUNDED IN SAN FRANCISCO 1928 BY ARTISTS FOR ARTISTS

Housing License Agreement 2013 – 2014

Student Name: Aanya Goldberg AAU ID#: 03018943

Address: 3727 W. Magnolia Blvd, #486 Burbank, CA 91505

E-Mail Address: theevenstarr@yahoo.com Mobile Phone #: (818) 588-0215

INTRODUCTION

The Academy of Art University Housing system includes any living accommodations owned or leased by the University which provides housing each term to eligible students. All students must conduct themselves in a manner consistent with the University's expectations, as stated in the Student Code of Conduct, this Housing License Agreement and any and all other applicable University policies, procedures, supplemental agreements, rules and regulations.

The Academy of Art University campus housing program is managed by Century Campus Housing Management L.P. dba Campus Living Villages, 1001 Fannin, Suite 1350, Houston, Texas 77002, (713) 871-5100., www.clvusa.com

PART I: ACADEMIC TERM OF LICENSE

The term of this license is for the Fall 2013 and Spring 2014 semesters – one FULL academic year. Move in dates & the start of classes is published by the University in advance.

- Any student enrolled at the University who has signed a residence hall contract will be held financially liable for their residence hall assignment for the entire term indicated in this contract.
- Any student who has taken occupancy (picked up keys) at any time during the Fall 2013 or Spring 2014 semesters will be held financially liable for their residence hall assignment for the entire term indicated in this contract. Buildings open and close on the published opening and closing dates.

PART II: TERMS AND CONDITIONS

A.) This Agreement is for **BOTH** the fall and spring semesters of the 2013 - 2014 academic year. Residence hall services, including access to the assigned room, begin on the designated opening day and end within 24 hours after a student's last final exam, but no later than 12:00 PM on the published last final exam day at the Academy of Art University. The residence and dining service provided by this Agreement may not be sold, loaned, subleased, or transferred. This Agreement will not be accepted or processed unless the student is accepted to the University. This Housing License, (herein the "Agreement") is between the individual named on this Agreement, (herein the "Resident"), and The Academy of Art University (herein, the "University").

B.) **ELIGIBILITY:** Housing is provided only to students enrolled full-time and onsite as determined by the Office of the Registrar. Part-time and/or non-degree students are not eligible to live in campus housing unless permission is granted by the Director of Housing or his/her designee. A student, who withdraws from the University, is academically dismissed, or who is dismissed for disciplinary reasons must vacate housing within 24 hours of withdrawal or dismissal, unless otherwise directed by a University official. Students who require intersession housing must apply and pay the required intersession fees. Reasons for request include: international students with travel restrictions, intercollegiate athlete whose sport is competing during the intersession, enrollment in intersession classes or extenuating circumstances (you will be need to provide documentation).

C.) OCCUPANCY OF RESIDENCE HALLS :

1. Generally, residence halls remain open during Thanksgiving and spring breaks and close during winter & summer breaks. Residents desiring to remain in their room assignment during winter break must file an intersession request form, be approved by Housing, and pay intersession fees.
2. Residents must vacate rooms at the close of the academic year in accordance with published schedules. All personal property must be removed from all residential areas by noon on the last day of occupancy.
3. **Check In/Check Out:** These procedures include completing all appropriate paperwork (including the Room Condition Form) within 48 hours of moving in and pick up or return of keys. Students MAY NOT check in earlier than the designated check in date for Fall, Spring, or Summer semesters. Early or late check in or late check-out, may result in financial penalties. Students checking out must remove all personal items and rubbish from their rooms, leave their rooms clean, and have a staff member check the room and collect keys before departure. Students will be billed for excess cleaning, removal of personal property, and loss of or damage to University property. Failure to follow these procedures may result in disciplinary action.
4. **Condition of Premises:** Within forty-eight (48) hours after you move in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture, if any, will be

considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for what you tell us in writing, you accept the Premises, fixtures, appliances, and furniture in their "as-is" condition, with all the faults and imperfections. We make no express warranties, and disclaim any and all implied warranties with regard to the premises, fixtures, appliances or furniture.

5. **Early Move-Out:** Students who move out before the ending date will be financially responsible for the Agreement until the published ending date unless there is an "acceptable reason" for early move out under Section C. I. Students must notify Housing staff before they move out and must coordinate a check-out time with Housing staff.
- D.) **RATES:** Room and meal plan rates are set by the University and subject to change. The actual amount due from the resident is based upon the type of room assigned as specified in published rate sheets. Payment is due upon the published due date.
- E.) **USE OF HOUSING DEPOSIT:** The housing deposit submitted with the housing application is \$500. This \$500 deposit is applied as a \$350 refundable Security deposit and a ***\$75 per semester, non-refundable, mandatory Building Maintenance fee.*** If it is determined that the Resident is responsible for personal or common area damages and/or cleaning fees, the housing deposit will be applied to those charges at the time the charges are assessed. It is the sole responsibility of Resident to maintain a minimum of \$500 in the student's housing deposit account at the beginning of the fall semester and \$250.00 at the beginning of the spring and summer semesters, even if that requires additional funds to be deposited during the term of this Agreement. All new students, regardless of what semester they first become residents, are required to pay the initial \$500 security deposit. If the University approves or grants a deferral of the housing deposit at the time of application, the Resident remains liable for the payment of the housing deposit in accordance with this Agreement.
- F.) **CANCELLATION POLICY**
This is a legally binding agreement. By signing this agreement, Resident assumes responsibility for the terms and conditions outlined herein.
- G.) **CANCELLATION OF AGREEMENT PRIOR TO START DATE AND/OR OCCUPANCY** - Residents who fail to cancel in writing prior to the commencement date of the Agreement or occupancy of the room assignment, whichever comes first, will be held to the full terms of the agreement, including liability for full payment of fees for both Fall and Spring semesters, regardless of whether the student is enrolled in classes.
- H.) **CANCELLATION OF AGREEMENT AFTER START DATE – This agreement is effective on the start date, whether or not you take occupancy.** All charges will continue unless or until the resident has been approved for termination of the agreement, in writing, by the Department of Housing.
- I.) **ACCEPTABLE REASONS FOR CANCELLATION:** You may only cancel this Agreement after the starting date if you meet the acceptable reasons for an early move-out and receive an approved written release from the Agreement. Acceptable reasons include: Graduation, marriage (occurring after hall opening), extreme financial hardship, extenuating medical circumstances, academic internship, or student-for-student exchange (supporting documentation will be required. Release approval will be based on our sole discretion.) Supporting documentation is required.
- J.) **CANCELLATION CHARGES:** Students able to cancel due to an acceptable reason will incur charges for breaking the Agreement. Charges are calculated based on the daily room rate for the assigned room and are charged for the number of days spent at the Academy of Art University prior to move-out. Any refunds due will be processed. Total charges will not exceed the semester room rate. If you fail to meet the approved and acceptable reason for early move-out, you are responsible to pay rent until the Ending Date and all amounts due will be immediately accelerated.
- K.) **CANCELLATION DEADLINES**
FALL SEMESTER - Residents may cancel their **Housing Application** without additional financial penalty if they notify the Department of Housing in writing by **MONDAY, JULY 1, 2013**. Residents who cancel their Housing applications after **MONDAY, JULY 1, 2013** or after submission but before the start date of this Agreement will be charged a \$500 cancellation fee. The deposit will be applied to the \$500 cancellation fee.
SPRING SEMESTER - Residents *new to housing* in the spring semester may cancel their Housing Application without additional financial penalty if they notify the Department of Housing in writing ten (10) days from the date of application. Residents who cancel after the ten (10) day period or after submission but before the start date of this Agreement will be charged a \$500 cancellation fee.
- **LICENSE TERMINATION:** Unless otherwise noted in this paragraph, you may not terminate this License for divorce, pregnancy, loss of roommate, non-extenuating medical circumstances, or any other reason other than death, unless agreed to in writing by us. Resident may have special statutory rights to terminate the

Agreement early in certain situations involving family violence or military deployment or transfer. If you are a member of the Armed Forces on active duty and receive a change-of-station orders to permanently leave the local area; are relieved from active military duty; or are a national guard or reservist called to active duty, and then you may terminate this Agreement by giving written notice to us and providing a copy of the official orders.

- **PETITION FOR RELEASE AFTER START DATE:** Students who have completed housing applications but wish to cancel for the upcoming semester and/or academic year may submit a Petition of Release form to the Housing Department. If the Housing Department is able offer you a release from your housing assignment, you will be required to forfeit your remaining housing deposit. If the Housing Department is unable to approve your Petition of Release, then you will continue to be held financially responsible for all housing rent for the entirety of the Housing License Agreement.
 - **SUSPENSIONS/EVICTIONS** - Residents who are not permitted to continue in housing due to violations of the Housing License Agreement or for failure to maintain full time enrollment status will be held responsible for the full cost of this Agreement. Those residents who have been evicted will no longer be permitted in any of the housing facilities on campus.
- L.) REFUND POLICY** – No refund of the housing charges will be given to a student for any reason after the start date. Students, who vacate their rooms without written approval, are released to due to disciplinary action, who are academically dismissed, who are dismissed due to outstanding debts owed to the University, or who withdraw voluntarily from the University, will not be reimbursed.
- M.) COSTS AND FEES** – In the event we bring an action against you because of your violation of this Agreement, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.
- N.) ROOM ASSIGNMENTS** – This agreement provides Resident with a space in campus housing or University sponsored housing only; it does not guarantee a specific building, room, rate, number of roommates, or choice of roommate(s).
- O.) ASSIGNMENTS:** If you do not match with a roommate through the self-assignment process, a person comparable to your gender and age group will have the ability to assign themselves to the same room or apartment or will be assigned by the Housing Department.
- **Self-Assignment** - During the designated Self-Assignment period, assignments and meal plans are completed by the student utilizing the Self-Assignment process which allows students to apply for housing, pay the full \$500 housing deposit, and select a room assignment online. Although students may apply for housing up to a year in advance of their anticipated start date, the Self-Assignment process for the upcoming fall semester opens in late spring or early summer. Students new for the spring semester will be able to utilize the Self-Assignment process beginning in late fall or early spring. All students who have a completed housing application and who have a full \$500 security deposit on file will receive an email informing them of the dates and instructions for the Self-Assignment process.
 - **Manual Assignments** – After the designated Self-Assignment period, assignments and meal plans are completed by Housing staff.
 - **Room changes** - Requests for assignment changes will not be accepted during the first ten (10) days of each semester. Thereafter, Resident must submit requests for assignment changes in writing. Every attempt will be made to honor requests; however no guarantees can be made. Requests from first year residents to transfer out of First Year Experience residence halls will not be honored.
 - **Vacancies** - The University reserves the right to consolidate or change room assignments, fill vacancies, and require Resident to move to different assignments when the University deems it expedient, in which event the Resident's account will be credited or charged the difference in room rate. Any behavior(s) by Resident which infringe upon the rights or space usage of room/apartment/suite-mates is STRICTLY prohibited and will result in disciplinary action. In addition, if such behavior(s) result in the use by Resident of additional space or a private room, the Resident may be charged for such additional space.
 - **Disability/Health Related Accommodations:** Students requesting disability/health related accommodations must contact Classroom Services at (415) 618-3775 to discuss requests for required documentation. Individual requests will be reviewed on a case-by-case basis.
- P.) DINING & MEAL PLANS** – Meal plans are available to all students residing in campus housing. Students assigned to the following buildings are required to have a meal plan and will be required to select a meal plan during the Self-Assignment process or will be automatically billed for the Platinum Meal Plan if the Self-Assignment process has ended:
- International House (860 Sutter Street)
 - Commodore (825 Sutter Street)
 - Howard Brodrie (655 Sutter Street)
 - Auguste Rodin (1055 Pine Street)
 - Clara Gil Stephens (620 Sutter Street)

Students who chose a meal plan, but who do not live in buildings requiring meal plans, may cancel or change their meal plans only until the published cancellation deadline at the beginning of each semester.

Q.) EMERGENCY CONTACTS – Residents must provide emergency contact information for an individual or individuals that Resident authorizes Housing staff to contact in the event of an emergency or as Housing staff deems necessary, including if Housing has been unable to contact Resident for more than 24 hours. The designated emergency contact individual should be a parent, guardian, or relative, when possible.

R.) HEALTH INSURANCE – All residential students are **REQUIRED** to be covered by health insurance. If you fail to report your health insurance information prior to move-in, you will be required to purchase student health insurance. The University is not responsible for costs resulting from students' wellness care expenses including hospital stays and/or ambulance transportation. **In incidences where your health has the potential to put other students at risk, the University retains the right to restrict your access to residential areas until you provide a written statement from a medical professional that your condition is not contagious or a danger to yourself or any members of the community.**

PART III – COMMUNITY POLICIES

The Academy of Art University expects students to display honesty, integrity, and professionalism in every aspect of their behavior and work at the University. The University expects students to be mindful of their audience as they innovate through their art. Students are expected to respect themselves, other members of the University community, and the institution itself.

Students must follow all standards of conduct in these Community Policies, the Academy of Art University Code of Conduct and the Housing License Agreement. Please be aware that you are responsible for understanding and abiding by these policies, rules and regulations. Should you choose to disregard any of the stated policies and/or guidelines of your Community, elements of the Student Conduct Process may be exercised to hold you accountable for your actions. In addition, you are responsible for informing your guests of each policy, and you will be held accountable for your guests' actions.

Failure to comply with community policies may lead to consequences such as but not limited to: educational assignments, housing probation, fine, restitution or removal from Academy of Art University campus housing. Administrative review of sanctions from a student conduct hearing is permitted and must first be addressed in writing to the Director of Housing (or designee). If you are dissatisfied with this decision a written appeal may be forwarded to Campus Living Villages, 1001 Fannin St., Suite 1350, Houston, Texas, 77002.

SAFETY & SECURITY

It is not possible for any housing owner or manager to insure "safety" or "security." The Academy of Art University Department of Campus Safety & Security (CSS) provides safety services for the Academy of Art University Campus Housing from time to time at their sole discretion. You should not assume their presence. We believe in the effectiveness of neighbors looking out for each other and we encourage residents to get to know their neighbors. You must promptly report any incident of theft, vandalism, or unsafe conditions to Academy of Art University CSS and the Housing Department. Please call the Academy of Art University CSS at (415) 618-3896 for non-emergencies or 911 to report any criminal activity.

The Academy of Art University Department of Campus Safety & Security provides an escort service each evening for persons who may be walking alone on campus. Please utilize this service by calling (415) 618-3896 or ask a friend to walk with you after hours. In accordance with the Crime Awareness and Campus Security Act of 1990, Academy of Art University publishes crime statistics each year. We cooperate with CSS in reporting crime information in order to make accurate statistics available.

Personal Security Awareness

No security system is fail-safe. Even the best system can't prevent crime. Always proceed as if security systems don't exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

Safety Tips

- Lock your doors and windows, even while you are inside
- Do not put your name, address or phone number on your key ring
- Dial 911 for emergencies. If an emergency arises call the appropriate governmental authorities first, and then call Campus Safety & Security
- Mark or engrave identification on valuable personal property
- Tell your roommate where you are going and when you will be back
- Do not walk alone at night

CP.1) ALCOHOL: The possession, consumption, sale or manufacture of alcohol, regardless of resident and/or guest age is strictly prohibited in any Academy of Art University facilities (leased or owned). The possession and/or consumption of alcohol by individuals under the California legal age of 21 years old is prohibited. This includes being under the influence of alcohol. The possession of alcohol paraphernalia (packaging, "trophy bottles", empty bottles/cans, shot glasses, drinking funnel etc.) is also prohibited. This includes items that are used or could be used in connection with drinking games or the rapid, mass or otherwise dangerous consumption of alcohol of any type. The sale or manufacture of alcohol is strictly prohibited.

CP.2) DRUGS & ILLEGAL CONTROLLED SUBSTANCES: California State law and University policy prohibit the use, possession, sale, manufacture or distribution of illegal drugs and/or paraphernalia; this policy also applies to Medical Marijuana regardless of whether a student possesses a California Medical Marijuana card. In addition, the possession, sale, manufacture, use or distribution of prescription drugs by a student to whom the medication was not prescribed is prohibited and will result in disciplinary action.

CP.3) WEAPONS: The University Code of Conduct prohibits explosives (including fireworks), firearms, and/or weapons of any type in Academy of Art University campus housing, residents' rooms, or campus grounds. Bringing firearms, weapons, and/or ammunition into Academy of Art University Campus Housing or storing them in your room or anywhere else may be grounds for the immediate revocation of the Academy of Art University license agreement and sanctions under the Code of Conduct. For the purpose of Academy of Art University Housing policy, weapons may include, but are not limited to knives, paint guns, air guns, CO2 guns, martial arts weapons, archery equipment, mace, laser pointers, tear gas, BB guns, and sling shots, toy, "replica" or water guns.

CP.4) BEHAVIOR(S): Resident students are prohibited from engaging in any of the following behaviors: conduct in or about any residence halls that poses a threat to the health or safety of themselves, others, or property; behavior that interferes with the rights or well-being of others; or personal actions that violate any provision of this contract, or any rule, regulation, or policy of the university or any applicable law. We may immediately terminate the License Agreement if the student threatens to harm her or himself or threatens to harm another person. In addition, a resident establishes an unacceptable pattern of misconduct when he or she is frequently in trouble, though individual offenses might be minor. A pattern of recalcitrance, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem.

CP.5) SEXUAL HARASSMENT: Sexual harassment toward a student arises where another student/staff member:

- Explicitly or implicitly conditions a student's participation in an education program or activity or bases an educational decision on the student's submission to unwelcome sexual advances, request for sexual favors, or other verbal, nonverbal, or physical conduct of a sexual nature; or
- Engages in sexually harassing conduct (that can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature) that is sufficiently severe, persistent, and/or pervasive to limit a student's ability to participate in or benefit from an education program or activity, or to create a hostile or abusive educational environment. Examples include, but are not limited to:
 - Unwelcome sexual advances – whether or not they involve physical touching
 - Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comment on an individual's body, or comment about an individual's sexual activity, deficiencies or prowess
 - Displaying sexually suggestive objects, pictures, or cartoons
 - Unwelcome leering, whistling, brushing against the body, sexual gestures, or suggesting or insulting comments
 - Inquiries into one's sexual experiences
 - Discussion of one's sexual activities

CP. 6) SEXUAL MISCONDUCT: Members of the Academy of Art University community, guests and visitors, have the right to be free from discrimination on the basis of sex. Sexual misconduct is prohibited, and includes non-consensual sexual intercourse, non-consensual sexual contact, sexual exploitation, and sexual harassment. Policy definitions:

- Effective consent – Effective consent is informed, knowing and voluntary, and mutually understandable words or actions which indicate a willingness to participate in mutually agreed-upon sexual activity. Effective consent can never be given by minors, mentally disabled persons, or those who are incapacitated as a result of alcohol or other drug consumption (voluntary or involuntary) or those who are unconscious, unaware or otherwise physically helpless. Consent obtained as a result of physical force, threats, intimidating behavior, duress or coercion is not effective consent. A person who knows or reasonably should have known that another person is incapacitated may not engage in sexual activity with that person. Incapacitation is a state where one cannot make a rational, reasonable decision because they lack the ability to understand the who, what, when, where, why or how of their sexual interaction.
- Non-Consensual Sexual Intercourse – Any sexual penetration (anal, oral or vaginal), however slight, with any part of one's body or any object by a man or woman upon a man or woman without Effective Consent
- Non-Consensual Sexual Contact – Any intentional sexual touching, however slight, with any part of one's body or any object by a man or woman upon a man or woman without Effective Consent. Any disrobing of another or exposure to another by a man or woman without Effective consent.

- o **Sexual Exploitation** – Taking sexual advantage of another person without Effective Consent. Examples include, but are not limited to, causing or attempting to cause the incapacitation of another person through ingestion or use of drugs or alcohol or otherwise: causing the prostitution of another person; electronically recording, photographing, or transmitting intimate sexual utterances, sounds or images of another person; allowing third parties to observe sexual acts; engaging in voyeurism; distributing intimate or sexual information about another person; and/or knowingly transmitting a sexually transmitted infection, including HIV, to another person.

CP.7) HARASSMENT: Any conduct (whether oral or written) determined to be threatening to an individual's well-being or health; impeding academic or work performance; interfering with campus life, or the safety or civil rights of any person or persons; or which has the purpose or effect of creating an intimidating, hostile, or stressful living, learning or working environment, is strictly prohibited. Harassment includes, but is not limited to, actions based upon gender, race, religion, ethnic or national origin, sexual orientation, physical disability, veteran's status, or age. Harassing behavior includes, but is not limited to, infringing upon another individual's rights in person or remotely via telephone, fax, electronic communication, or any medium which is delivered or directed to the target of the harassment.

CP.8) PROHIBITED ITEMS: The following items are prohibited: water beds, lofted beds, microwave ovens, television/radio antennae placed outside the room/exterior of the building or adjacent grounds, firearms, switch blades, pepper spray/mace, knives (except over the counter silverware with blades not exceeding four inches in length and designed and used for eating and food preparation purposes), fireworks, explosives, bows, arrows, slingshots, air-guns, martial arts devices, CO2 hazardous chemicals, gasoline, candles (with or without a wick), incense, illegal drugs, drug paraphernalia, hookahs, bongos or other smoking devices, alcoholic beverages, alcohol containers/bottles/cans, automobiles, or vehicles of any kind (or parts, repair tools), accessories for any vehicle, air conditioners, dart boards, halogen lamps, sun lamps, weight lifting equipment, and live holiday decorations (including string lights), and inflatable pools. The University reserves the right to determine that an item not mentioned above is prohibited, and remove or confiscate any and all prohibited items. The University claims no responsibility for confiscated items. Approved appliances must be UL (Underwriters Laboratories) approved. Only power strips equipped with circuit breakers, surge suppression, and a construction grade cord with a grounded third prong may be used in a resident's room.

CP.9) NOISE: Quiet hours are established to promote an atmosphere conducive to studying and sleeping. Quiet hours are designated as follows, 10 pm to 9 am, Sunday to Thursday and from midnight to 9 am on Friday & Saturday. During this time residents are expected to: (a) ensure that noise cannot be heard beyond the confines of their room, (b) keep doors closed when entertaining guests and (c) remain quiet in common areas of the building. Noise and/or music are not to be heard outside windows or in the hallway at any-time, night or day. While there are standard quiet hour guidelines, courtesy hours are in effect 24 hours a day and require that all sound be kept to a reasonable level without disturbance to other members of the community. Community members are expected to communicate with their neighbors if noise is too loud. Additionally, quiet hours are recognized on a 24-hour basis during final exam periods.

CP.10) FIRE SAFETY: All persons are expected to observe fire safety policies and procedures. Misuse or damage to fire/emergency equipment (such as fire pull boxes, fire extinguishers, fire doors, fire strobe lighting, fire hoses, smoke detectors and sprinkler systems) is strictly prohibited and will result in disciplinary and/or criminal action. Tampering with or disabling fire equipment is a felony in the state of California. Do not hang anything from sprinkler heads. Damage to sprinkler heads may result in flood damage for which you will be responsible. If a fire alarm sounds, ALL occupants must exit the facility at the nearest emergency exit. Students will be held responsible for alarms resulting from smoke or fire as they prepare food in kitchen areas. Participating in any act, which results in a false fire alarm, setting fires or tampering with fire safety equipment, may result in removal from housing, suspension or expulsion from the university.

CP.11) SALES & SOLICITATION: Commercial activity, solicitations or advertisements (written signs or email messages) are not permitted in the residence halls unless permission has been granted by the Department of Housing. Students are prohibited from operating any business or commercial venture out of their residence hall rooms. In the case of fund-raising events recognized by campus organizations, approval may be obtained through our office. Announcements and publicity items for residence hall bulletin boards must be submitted to our office and approved prior to posting.

CP.12) NON-LIABILITY FOR STUDENT PROPERTY: The University and manager shall not be held liable for any damage to, destruction of or loss/theft of any property belonging to, or in the custody of, the Resident from any cause whatsoever, nor for the failure or interruption of utilities or appliances. Residents are advised to carry property insurance.

CP.13) DAMAGE, THEFT, & VANDALISM: Each resident will be held accountable for any damages, thefts, or vandalism for which they are responsible and will be billed accordingly. Residents should notify the Academy of Art University Campus Housing staff immediately to confront individuals damaging, stealing, and/or vandalizing the facility. In the event that individual(s) do not take responsibility for damages, thefts, or vandalism that occurs in the facility, the repair amount will be divided among all residents in the cluster or having access to the cluster. This amount will be billed to each student's account. Although we understand that your academic assignments may require a variety of artistic mediums, you must be responsible in the care of your unit while completing those projects. Damage resulting from your actions, (i.e., paint overspray on desks or walls, spray adhesive, charcoal dust staining carpets, cuts in furniture from exacto knives etc.) will result in damage charges being assessed to your account.

CP.14) KEY/ID SECURITY: Residents are responsible for being in possession of their keys and ID at all times. Keys (room, front door and mail key) and student ID will be issued to the student and recorded at the beginning of the occupancy period. Keys and ID may not be transferred, duplicated or given to other individuals. Lost keys or ID must be reported immediately to residence hall staff. When a key is lost, the lock may be changed and new keys issued. The student who lost the room key will be billed for the cost of all changes made. Keys reported to be temporarily mislaid, keys not returned at the end of the occupancy period, or unauthorized duplicate keys turned in at the end of occupancy will result in new lock(s) and key(s) being created and replacement costs being charged to the student.

CP.15) LOCKOUTS: It is your responsibility to carry your key & ID card at all times to prevent lockouts. During the night and on weekends, please contact the RA on duty. Each resident will receive one complimentary lock out after regular business hours each semester. Subsequent lock out (s) will result in a \$20 service fee for each additional lockout provided. Proper photo identification is necessary. 3 (three) or more lockouts will result in disciplinary action.

CP.16) SMOKING: Residents and guests are subject to University policies and California State laws regarding smoking. Smoking is not permitted in or within 15 feet of any facility. This includes cigarettes, medical marijuana, cigars, pipes, hookahs, and chewing tobacco which is prohibited in all areas of the residence halls.

CP.17) PETS: For health and safety reasons, pets (including fish & livestock) are not permitted in the residence halls. Service animals as defined by the Americans with Disabilities Act are permitted within University housing following the approval of the Director of Housing and the Classroom Services Office. Proper documentation is required.

CP.18) ENTRY/INSPECTION: The University reserves the right to inspect rooms/apartments and regulate the use of the premises according to University policies. A student's room/apartment may be entered without advance notice or consent by authorized University personnel, or authorized agents of the University, whenever there is a reasonable cause concerning the health, safety and welfare of the individual residents and/or the residence hall community at large. The University reserves the right to enter rooms/apartments for making routine repairs and in emergency and/or policy violation situations.

CP.19) ABANDONMENT: Residents are responsible for removing all personal possessions when they vacate their rooms, apartments, or suites. Any possessions left in campus housing facilities after the voluntary or involuntary termination of the Housing License Agreement will be considered abandoned, will be discarded by the University, and the student may be billed an additional charge for removal. Students may also face disciplinary action which could include loss of housing privileges.

CP. 20) FURNITURE: Furniture supplied by the University must remain in its designated location (room, lounge, kitchenette, etc.). Residents may rearrange furniture within their rooms, but may not disassemble it, exchange it with other students, or move it to another location outside of the room. Furniture not provided by the University (ex. Futon's, sofas, papa son chairs, non-University supplied mattress, bean bags, etc.) is prohibited from the residence halls. Public area furnishings are for the use of all residents' and are not to be removed from the public areas or to be used in residents' rooms. The removal of public furnishings is considered theft of property, and community damage charges or disciplinary action may result.

CP.21) COOKING: All cooking in the residence buildings must be confined to the kitchen areas. Cooking in rooms without kitchens is not allowed. Kitchens are for use by residents only. Refrigerators and microwaves are only allowed in those rooms/units where these appliances have not been provided by the University. Hot plates, barbecues, toasters, toaster ovens, rice cookers and non-open coiled sandwich/meat grillers are not permitted within your room.

CP. 22) VISITATION: Visitors are welcome after consideration is given to the roommates' needs and rights. All visitors, regardless of whether or not they are Academy of Art University students, are required to sign-in at the residence buildings' front desk. Residents must accompany all visitors at all times while in the residence building. You are responsible for your visitors' compliance with all University policies. Visitors are not allowed in residence building premises after 10:00pm on Sunday through Thursday, and after 12:00 midnight on Friday and Saturdays, or before 9:00am Monday through Friday, or before 9:00am Saturday and Sunday. Requests for overnight guests must be submitted in writing one week in advance to the Resident Director and is contingent upon roommate and staff approval. Opposite sex guests are not permitted overnight. Before having any guest sleep in a common area within a unit (apartments and lofts only), residents must obtain explicit and unanimous consent from all residents who share that common area. Sleeping in public areas (e.g.: TV/study lounges) is not permitted. Approved non-resident guests may visit no more than 3 (three) consecutive nights and/or 5 (five) nights total during an academic semester. No overnight guests are permitted during Finals Week.

CP.23) COHABITATION: Cohabitation is defined as the extended presence (daily or nightly) of any person in any room or apartment to which that person is not assigned. Cohabitation is strictly prohibited. The Department of Housing reserves the right to restrict any non-resident guest from the residence halls at any time as determined by Housing, Campus Safety & Security or University staff.

CP.24) CARE OF PREMISIS: Residents are required to maintain the facilities in a clean and orderly condition and shall not obstruct any of the walkways, hallways, or surrounding premises, and shall not place any signs (including neon signs) or advertising matter in the windows, on the exterior portion of doors, or elsewhere in or on the residence hall or surrounding premises. Residents are expected to keep common areas (lounges, kitchens, refrigerators etc.) clean. Partitions or other

alterations including but not limited to: installation of alternative tile, countertops, appliances, carpet, built in cabinets or bookshelves, painting or wall papering to the facilities may not be made without written approval of the Housing Department. Objects may not be dropped, thrown, or hung from windows. Entering or exiting from windows, sitting on windowsills, or leaning out of windows is prohibited. Residents may not use rooftops for any reason without specific written authorization from the Department of Housing or a direct order by the Fire Department. If the room falls below acceptable health/safety standards, the resident will be required to take corrective action within twenty-four hours from the time of notice. If the resident(s) fails to comply, the cost for corrective action will be charged to the student(s) and/or disciplinary action may be taken. Residents are expected to keep their room/apartment door(s) locked at all times.

CP.25) PEST CONTROL: If you are having a problem with bugs and pests please call the Resident Director of your building to make a report and the pest control company will provide service the next visit. All rooms will be treated periodically unless a medical documentation for your provider is given to us. You may not refuse service if medical documentation is not on file. If aggressive pest control is necessary, you may be required to temporarily relocate to another building. It is imperative that you follow all prescribed instructions in the event relocation is necessary.

CP.26) HALL RECREATION: Playing sports in the residence halls is prohibited. These include, but are not limited to, wrestling, basketball, baseball/whiffle ball, soccer, football, hockey, golf, roller skating, rollerblading, skateboarding, running, or catch/throwing. All athletic activities are to be confined to areas outside of the residence halls that are designed for that purpose.

CP.27) MAIL: As a courtesy we may accept mail on your behalf but we are not obligated to accept packages. We are not responsible or liable for any damage or theft of mail we accept on your behalf. We will not accept responsibility for any certified or registered mail. The US Postal Service delivers mail to your box. We are not responsible or liable for the loss or theft of packages delivered to and or left in building lobbies or common areas.

CP.28) CURFEW: The Academy of Art University complies with the San Francisco Curfew for Persons less than 18 years of age. The only exception to these curfews is attendance at an Academy sponsored event. The curfew hours are Sunday through Thursday 10:00pm; Friday and Saturday at 12:00 midnight.

CP.29) PARTIES: Unauthorized parties are prohibited in the residence buildings. Residents are not permitted to host anywhere in their residential building (including student rooms and community space) a number of guests that equals twice the total occupancy of their room (i.e. a room which occupies two (2) residents is only permitted to have four (4) guests at any given time within their room or common area). However, regardless of the total occupancy of the room, the maximum number of guests permitted in any one room is no more than eight (8) people. At the discretion of the Campus Housing Staff or the Campus Safety & Security Staff, any gatherings may be requested to disperse, and all non-residents escorted out of the building. Residents of rooms/units found in violation of this policy may face disciplinary action.

CP.30) CHECK OUT: Residents must check-out within 24 hours after their last final exam, but no later than the last day of their contract. Appropriate arrangements must be made ahead of time for your departure. Late check-outs must be approved by the Department of Housing, and will be pro-rated at \$45.00 per day. There are some charges associated with not fulfilling your responsibilities when you move out. You will be charged \$150.00 for an improper check-out if you fail to make an appointment and meet with a Campus Housing staff member.

CP. 31) DEFIANCE OF AUTHORITY: Failure or refusal to comply with the request of a member of Campus Safety and Security or residence hall staff is a violation of defiance of authority. This also includes failure to attend mandatory meetings, including, but not limited to, student conduct hearings, and residence hall and community meetings. Failure to satisfy the conditions of a sanction imposed as the result of a previous disciplinary hearing also constitutes defiance of authority.

CP. 32) FALSE INFORMATION AND MISREPRESENTATION: Students are prohibited from knowingly providing false information and/or or making misrepresentations to any University or Housing official, including Campus Safety and Security, residence hall staff, or police/fire/emergency medical personnel.

CP.33) NON-RETALIATION: Students have the right to and are encouraged to report potential violations of University and Housing policy. Additionally, students have the right to pursue both internal disciplinary processes and/or charges through external law enforcement authorities free of any interference or retaliation by any member of the University community. Any retaliation under these circumstances is strictly prohibited and would result in a response by the Department of Housing and/or the University that could include, among other things, immediate imposition of disciplinary measures. Retaliation includes, but is not limited to, any conduct which interferes with the alleged victim's ability to pursue the allegations.

CP.34) INTERIM RESTRICTIONS: The Director of Housing, or his/her designee, may impose immediate restrictions on a student, pending disciplinary action or medical release from appropriate providers, when deemed appropriate, such as when there are sufficient facts to demonstrate that the student's continued presence on campus endangers the physical safety or well-being of others or himself or herself. This includes, but is not limited to, prohibiting or limiting access to a student's

residence hall space, and restriction of communications with named individuals. Violations of interim restrictions constitute a serious violation of Housing policy and will result in immediate disciplinary action.

PRIVACY RIGHTS OF STUDENTS' EDUCATIONAL RECORDS: In accordance with the federal Family Education Rights and Privacy Act of 1974 (20 U.S.C. 1232g), regulations adopted hereunder (34 C.F.R. 99) and California Education Code Section 67 100 etseq., the Academy of Art University policy allows the release of personally identifiable information to others (except to verify student status) only with the student's prior consent or in the case an extreme emergency or where there is clear and imminent danger to the student, to others or to society.

PART III: YOUR ACKNOWLEDGEMENT AND ACCEPTANCE

I hereby acknowledge that I have received and read, and I understand and agree to the terms and conditions contained in the Housing License Agreement. If I violate any of the terms of this documents, I understand I am also breaching my Housing License Agreement. Such violation may, at your sole discretion, cause me to be disciplined (including educational assignments, including, but not limited to, community service, reflection papers, or other projects), fined, and/or removal from housing.

I hereby authorize a signature submitted by me, by facsimile or other electronic transmission, to be as valid and binding as my original signature. Along with this License Agreement, I am submitting Five Hundred Dollars (\$500) to be used for the Five Hundred Dollar (\$500) Housing Deposit required by the Agreement

I agree to pay the total amount due (Rent) for my Premises on or before the license start date applicable to each semester.

- 1. I have read and understand the Liability provisions below

LIABILITY. Neither we, the Manager, our representative, nor our respective employees, officers, directors, agents, representatives and affiliates (collectively the "Released Parties"), will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommate(s). The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to you. **THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EARTHQUAKE, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY THEIR GROSS NEGLIGENCE. We urge you to obtain your own insurance for losses due to such causes.** YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.

Aaron Goldberg
Print Name


Signature

08/28/13
Date

*** Students Under Age 18 Must Have a Parent or Guardian Signature ***

Print Name (Parent/Guardian)

Signature

Date

EXHIBIT 3



ACADEMY of ART UNIVERSITY®

FOUNDED IN SAN FRANCISCO 1929 BY ARTISTS FOR ARTISTS

Housing License Agreement 2014 – 2015

PLEASE PRINT

Student Name: Aaryn Goldberg

ID Number: 03018443

Building: 1900 Jackson St

Room Number: 202 A - A

INTRODUCTION

Academy of Art University Housing system includes any living accommodations owned or leased by the University which provides housing each term to eligible students. All students must conduct themselves in a manner consistent with the University's expectations, as stated in the Student Code of Conduct, this Housing License Agreement and any and all other applicable University policies, procedures, supplemental agreements, rules and regulations.

Academy of Art University campus housing program is managed by Century Campus Housing Management L.P. dba Campus Living Villages, 1001 Fannin, Suite 1350, Houston, Texas 77002, (713) 871-5100., www.clvusa.com

PART I: ACADEMIC TERM OF LICENSE

The term of this license is for the Fall 2014 and Spring 2015 semesters – **one FULL academic year**. Move in dates and the start of classes is published by the University in advance and available online at www.academyart.edu.

- Any student enrolled at the University who has signed a residence hall contract will be held financially liable for their residence hall assignment for the entire term indicated in this contract.
- Any student who has taken occupancy (picked up keys) at any time during the Fall 2014 or Spring 2015 semesters will be held financially liable for their residence hall assignment for the entire term indicated in this contract. Buildings open and close on the published opening and closing dates.

PART II: TERMS AND CONDITIONS

- A.) This Agreement is for **BOTH** the Fall and Spring semesters of the 2014 - 2015 academic year. Residence hall services, including access to the assigned room, begin on the designated opening day and end within 24 hours after a student's last final exam, but no later than 12:00 PM on the published last final exam day at Academy of Art University. The residence and dining service provided by this Agreement may not be sold, loaned, subleased, or transferred. This Agreement will not be accepted or processed unless the student is accepted to the University. This Housing License, (herein the "Agreement") is between the individual named on this Agreement, (herein the "Resident"), and Academy of Art University (herein, the "University").
- B.) **ELIGIBILITY:** Housing is provided only to students enrolled full-time and onsite as determined by the Office of the Registrar. Part-time and/or non-degree students are not eligible to live in campus housing unless permission is granted by the Director of Housing or his/her designee. A student, who withdraws from the University, is academically dismissed, or who is dismissed for disciplinary reasons must vacate housing within 24 hours of withdrawal or dismissal, unless otherwise directed by a University official. Students who require intersession housing must apply and pay the required intersession fees. Reasons for request include: international students with travel restrictions, intercollegiate athlete whose sport is competing during the intersession, enrollment in intersession classes or extenuating circumstances (you will be need to provide documentation).
- C.) **LICENSE:** It is understood and agreed by Resident and University that this agreement is a license and not a lease, and that no lease nor any other interest in real property is created by this agreement; nor are there created any covenants, express or implied such as a covenant for quiet enjoyment, created by this agreement, not otherwise expressly contained in this agreement.
- D.) **OCCUPANCY OF RESIDENCE HALLS :**
1. Generally, residence halls remain open during Thanksgiving and spring breaks and close during winter & summer breaks. Residents desiring to remain in their room assignment during winter break must file an intersession request form, be approved by Housing, and pay intersession fees.
 2. Residents must vacate rooms at the close of the academic year in accordance with published schedules. All personal property must be removed from all residential areas by noon on the last day of occupancy.
 3. **Check In/Check Out:** These procedures include completing all appropriate paperwork (including the Room Condition Form) within 48 hours of moving in and pick up or return of keys. Students MAY NOT check in earlier than the designated check in date for Fall, Spring, or Summer semesters. Early or late check in or late check-out, may result in financial penalties. Students checking out must remove all personal items and rubbish from their rooms, leave their rooms clean, and have a staff member check the room and collect keys before departure.

Students will be billed for excess cleaning, removal of personal property, and loss of or damage to University property. Failure to follow these procedures may result in disciplinary action.

4. **Condition of Premises:** Within 48 hours after you move in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture, if any, will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for what you tell us in writing, you accept the Premises, fixtures, appliances, and furniture in their "as-is" condition, with all the faults and imperfections. We make no express warranties, and disclaim any and all implied warranties with regard to the premises, fixtures, appliances or furniture.
 5. **Early Move-Out:** Students who move out before the ending date will be financially responsible for the Agreement until the published ending date unless there is an "acceptable reason" for early move out under section "Acceptable Reasons for Cancellation" below. Students must notify Housing staff before they move out and must coordinate a check-out time with Housing staff.
- E.) **RATES:** Room and meal plan rates are set by the University and subject to change. The actual amount due from the resident is based upon the type of room assigned as specified in published rate sheets. Payment is due upon the published due date on or before the license start date applicable to each semester and in full prior to moving in.
- F.) **USE OF HOUSING DEPOSIT:** The housing deposit submitted with the housing application is \$500. This \$500 deposit is applied as a \$350 refundable Security deposit and a **\$75 per semester, non-refundable, mandatory Building Maintenance fee**. If it is determined that the Resident is responsible for personal or common area damages and/or cleaning fees, the housing deposit will be applied to those charges at the time the charges are assessed. It is the sole responsibility of Resident to maintain a minimum of \$500 in the student's housing deposit account at the beginning of the fall semester and \$250 at the beginning of the spring and summer semesters, even if that requires additional funds to be deposited during the term of this Agreement. All new students, regardless of what semester they first become residents, are required to pay the initial \$500 security deposit. If the University approves or grants a deferral of the housing deposit at the time of application, the Resident remains liable for the payment of the housing deposit in accordance with this Agreement.

G.) CANCELLATION POLICY

This is a legally binding agreement. By signing this agreement, Resident assumes responsibility for the terms and conditions outlined herein. This agreement is effective on the start date. All charges will continue unless or until the resident has been approved for termination of the agreement, in writing, by the Department of Housing.

- **CANCELLATION OF AGREEMENT PRIOR TO START DATE AND/OR OCCUPANCY** - Residents who fail to cancel in writing prior to the commencement date of the Agreement or occupancy of the room assignment, whichever comes first, will be held to the full terms of the agreement, including liability for full payment of fees for both Fall and Spring semesters, regardless of whether the student is enrolled in classes.
- **ACCEPTABLE REASONS FOR CANCELLATION:** You may only cancel this Agreement after the starting date if you meet the acceptable reasons for an early move-out and receive an approved written release from the Agreement. Acceptable reasons include: spring graduation, marriage (occurring after hall opening), extreme financial hardship, extenuating medical circumstances, academic internship, or student-for-student exchange. Supporting documentation will be required. Release approval will be based on our sole discretion.
- **LICENSE TERMINATION:** Unless otherwise noted in this paragraph, you may not terminate this License for divorce, pregnancy, loss of roommate, non-extenuating medical circumstances, or any other reason other than death, unless agreed to in writing by us. Resident may have special statutory rights to terminate the Agreement early in certain situations involving family violence or military deployment or transfer. If you are a member of the Armed Forces on active duty and receive a change-of-station orders to permanently leave the local area; are relieved from active military duty; or are a national guard or reservist called to active duty, and then you may terminate this Agreement by giving written notice to us and providing a copy of the official orders.
- **CANCELLATION CHARGES:** Students able to cancel due to an acceptable reason will incur charges for breaking the Agreement. Charges are calculated based on the daily room rate for the assigned room and are charged for the number of days spent at the Academy of Art University prior to move-out. Any refunds due will be processed. Total charges will not exceed the semester room rate. If you fail to meet the approved and acceptable reason for early move-out, you are responsible to pay rent until the Ending Date and all amounts due will be immediately accelerated.
- **CANCELLATION DEADLINES: FALL SEMESTER** - Residents may cancel their **Housing Application** without additional financial penalty if they notify the Department of Housing in writing by **TUESDAY, JULY 1, 2014**. Residents who cancel their Housing applications after **TUESDAY, JULY 1, 2014** or after

submission but before the start date of this Agreement will be charged a \$500 cancellation fee. The deposit will be applied to the \$500 cancellation fee. **SPRING SEMESTER** - Residents *new to housing* in the spring semester may cancel their Housing Application without additional financial penalty if they notify the Department of Housing in writing ten (10) days from the date of application. Residents who cancel after the ten (10) day period or after submission but before the start date of this Agreement will be charged a \$500 cancellation fee.

- **PETITION FOR RELEASE AFTER START DATE:** Students who have completed housing applications but wish to cancel for the upcoming semester and/or academic year may submit a Petition of Release form to the Housing Department. If the Housing Department is able offer you a release from your housing assignment, you will be required to forfeit your remaining housing deposit. If the Housing Department is unable to approve your Petition of Release, then you will continue to be held financially responsible for all housing rent for the entirety of the Housing License Agreement.
 - **SUSPENSIONS/EVICTIONS** - Residents who are not permitted to continue in housing due to violations of the Housing License Agreement or for failure to maintain full time enrollment status will be held responsible for the full cost of this Agreement. Those residents who have been evicted will no longer be permitted in any of the housing facilities on campus.
- H.) REFUND POLICY** – No refund of the housing charges will be given to a student for any reason after the start date. Students, who vacate their rooms without written approval, are released to due to disciplinary action, who are academically dismissed, who are dismissed due to outstanding debts owed to the University, or who withdraw voluntarily from the University, will not be reimbursed.
- I.) COSTS AND FEES** – In the event we bring an action against you because of your violation of this Agreement, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.
- J.) ROOM ASSIGNMENTS** – This agreement provides Resident with a space in campus housing or University sponsored housing only; it does not guarantee a specific building, room, rate, number of roommates, or choice of roommate(s). University reserves the right to change room assignments, assign a new Resident, or reassign a current Licensee to any unoccupied bed space at any time, and/or consolidate vacancies in the interest of health, discipline, occupancy, or for the general welfare of the Resident.
- K.) ASSIGNMENTS:** If you do not match with a roommate through the self-assignment process, a person comparable to your gender and age group will have the ability to assign themselves to the same room or apartment or will be assigned by the Housing Department.
- **Self-Assignment** - During the designated Self-Assignment period, assignments and meal plans are completed by the student utilizing the Self-Assignment process which allows students to apply for housing, pay the full \$500 housing deposit, and select a room assignment online. Although students may apply for housing up to a year in advance of their anticipated start date, the Self-Assignment process for the upcoming fall semester opens in late spring or early summer. Students new for the spring semester will be able to utilize the Self-Assignment process beginning in late fall or early spring. All students who have a completed housing application and who have a full \$500 security deposit on file will receive an email informing them of the dates and instructions for the Self-Assignment process.
 - **Manual Assignments** – After the designated Self-Assignment period, assignments and meal plans are completed by Housing staff.
 - **Room changes** - Requests for assignment changes will not be accepted during the first ten (10) days of each semester. Thereafter, Resident must submit requests for assignment changes in writing. Every attempt will be made to honor requests; however no guarantees can be made.
 - **Vacancies** - The University reserves the right to consolidate or change room assignments, fill vacancies, and require Resident to move to different assignments when the University deems it expedient, in which event the Resident's account will be credited or charged the difference in room rate. Any behavior(s) by Resident which infringe upon the rights or space usage of room/apartment/suite-mates is STRICTLY prohibited and will result in disciplinary action. In addition, if such behavior(s) result in the use by Resident of additional space or a private room, the Resident may be charged for such additional space.
 - **Disability/Health Related Accommodations:** Students requesting disability/health related accommodations must contact Classroom Services at (415) 618-3775 to discuss requests for required documentation. Individual requests will be reviewed on a case-by-case basis.
- L.) DINING & MEAL PLANS** – Meal plans are available to all students residing in campus housing. Students assigned to the following buildings are required to have a meal plan and will be required to select a meal plan during the Self-Assignment process or will be automatically billed for the Platinum Meal Plan if the Self-Assignment process has ended: International House (860 Sutter Street), Commodore (825 Sutter Street), Howard Brodie (655 Sutter Street), Auguste Rodin (1055 Pine Street), Clara Gil Stephens (620 Sutter Street).

Students who chose a meal plan, but who do not live in buildings requiring meal plans, may cancel or change their meal plans only until the published cancellation deadline at the beginning of each semester.

M.) EMERGENCY CONTACTS — Residents must provide emergency contact information for an individual or individuals that Resident authorizes Housing staff to contact in the event of an emergency or as Housing staff deems necessary, including if Housing has been unable to contact Resident for more than 24 hours. The designated emergency contact individual should be a parent, guardian, or relative, when possible.

N.) HEALTH INSURANCE — All residential students are REQUIRED to be covered by health insurance. If you fail to report your health insurance information prior to move-in, you will be required to purchase student health insurance. The University is not responsible for costs resulting from students' wellness care expenses including hospital stays and/or ambulance transportation. **In incidences where your health has the potential to put other students at risk, the University retains the right to restrict your access to residential areas until you provide a written statement from a medical professional that your condition is not contagious or a danger to yourself or any members of the community.**

PART III – COMMUNITY POLICIES

Academy of Art University expects students to display honesty, integrity, and professionalism in every aspect of their behavior and work at the University. The University expects students to be mindful of their audience as they innovate through their art. Students are expected to respect themselves, other members of the University community, and the institution itself.

Students must follow all standards of conduct in these Community Policies, the Academy of Art University Code of Conduct and the Housing License Agreement. Please be aware that you are responsible for understanding and abiding by these policies, rules and regulations. Should you choose to disregard any of the stated policies and/or guidelines of your Community, elements of the Student Conduct Process may be exercised to hold you accountable for your actions. In addition, you are responsible for informing your guests of each policy, and you will be held accountable for your guests' actions.

Failure to comply with community policies may lead to consequences such as but not limited to: educational assignments, housing probation, fine, restitution or removal from Academy of Art University campus housing. Administrative review of sanctions from a student conduct hearing is permitted and must first be addressed in writing to the Director of Housing (or designee). If you are dissatisfied with this decision a written appeal may be forwarded to Campus Living Villages, 1001 Fannin St., Suite 1350, Houston, Texas, 77002.

SAFETY & SECURITY

It is not possible for any housing owner or manager to insure "safety" or "security." Academy of Art University Department of Campus Safety & Security (CSS) provides safety services for the Academy of Art University Campus Housing from time to time at their sole discretion. You should not assume their presence. We believe in the effectiveness of neighbors looking out for each other and we encourage residents to get to know their neighbors. You must promptly report any incident of theft, vandalism, or unsafe conditions to Academy of Art University CSS and the Housing Department. Please call the Academy of Art University CSS at (415) 618-3896 for non-emergencies or 911 to report any criminal activity.

Academy of Art University Department of Campus Safety & Security provides an escort service each evening for persons who may be walking alone on campus. Please utilize this service by calling (415) 618-3896 or ask a friend to walk with you after hours. In accordance with the Crime Awareness and Campus Security Act of 1990, Academy of Art University publishes crime statistics each year. We cooperate with CSS in reporting crime information in order to make accurate statistics available.

Personal Security Awareness

No security system is fail-safe. Even the best system can't prevent crime. Always proceed as if security systems don't exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

Safety Tips

- Lock your doors and windows, even while you are inside
- Do not put your name, address or phone number on your key ring
- Dial 911 for emergencies. If an emergency arises call the appropriate governmental authorities first, and then call Campus Safety & Security
- Mark or engrave identification on valuable personal property
- Tell your roommate where you are going and when you will be back
- Do not walk alone at night

CP.1) ALCOHOL: The possession, consumption, sale or manufacture of alcohol, regardless of resident and/or guest age is strictly prohibited in any Academy of Art University facilities (leased or owned). The possession and/or consumption of

alcohol by individuals under the California legal age of 21 years old is prohibited. This includes being under the influence of alcohol. The possession of alcohol paraphernalia (packaging, "trophy bottles", empty bottles/cans, shot glasses, drinking funnel etc.) is also prohibited. This includes items that are used or could be used in connection with drinking games or the rapid, mass or otherwise dangerous consumption of alcohol of any type. The sale or manufacture of alcohol is strictly prohibited.

CP.2) DRUGS & ILLEGAL CONTROLLED SUBSTANCES: California State law and University policy prohibit the use, possession, sale, manufacture or distribution of illegal drugs and/or paraphernalia; this policy also applies to Medical Marijuana regardless of whether a student possesses a California Medical Marijuana card. In addition, the possession, sale, manufacture, use or distribution of prescription drugs by a student to whom the medication was not prescribed is prohibited and will result in disciplinary action.

CP.3) WEAPONS: The University Code of Conduct prohibits explosives (including fireworks), firearms, and/or weapons of any type in Academy of Art University campus housing, residents' rooms, or campus grounds. Bringing firearms, weapons, and/or ammunition into Academy of Art University Campus Housing or storing them in your room or anywhere else may be grounds for the immediate revocation of the Academy of Art University license agreement and sanctions under the Code of Conduct. For the purpose of Academy of Art University Housing policy, weapons may include, but are not limited to knives, paint guns, air guns, CO2 guns, martial arts weapons, archery equipment, mace, laser pointers, tear gas, BB guns, and sling shots, toy or "replica" guns or water guns.

CP.4) BEHAVIOR(S): Resident students are prohibited from engaging in any of the following behaviors: conduct in or about any residence halls that poses a threat to the health or safety of themselves, others, or property; behavior that interferes with the rights or well-being of others; or personal actions that violate any provision of this contract, or any rule, regulation, or policy of the university or any applicable law. We may immediately terminate the License Agreement if the student threatens to harm her or himself or threatens to harm another person. In addition, a resident establishes an unacceptable pattern of misconduct when he or she is frequently in trouble, though individual offenses might be minor. A pattern of recalcitrance, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem and may result in cancellation of this license agreement.

CP.5) SEXUAL HARASSMENT: Sexual harassment toward a student arises where another student/staff member:

- Explicitly or implicitly conditions a student's participation in an education program or activity or bases an educational decision on the student's submission to unwelcome sexual advances, request for sexual favors, or other verbal, nonverbal, or physical conduct of a sexual nature; or
- Engages in sexually harassing conduct (that can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature) that is sufficiently severe, persistent, and/or pervasive to limit a student's ability to participate in or benefit from an education program or activity, or to create a hostile or abusive educational environment. Examples include, but are not limited to:
 - Unwelcome sexual advances – whether or not they involve physical touching
 - Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comment on an individual's body, or comment about an individual's sexual activity, deficiencies or prowess
 - Displaying sexually suggestive objects, pictures, or cartoons
 - Unwelcome leering, whistling, brushing against the body, sexual gestures, or suggesting or insulting comments
 - Inquiries into one's sexual experiences
 - Discussion of one's sexual activities

CP. 6) SEXUAL MISCONDUCT: Members of the Academy of Art University community, guests and visitors, have the right to be free from discrimination on the basis of sex. Sexual misconduct is prohibited, and includes non-consensual sexual intercourse, non-consensual sexual contact, sexual exploitation, and sexual harassment. Policy definitions:

- Effective consent – Effective consent is informed, knowing and voluntary, and mutually understandable words or actions which indicate a willingness to participate in mutually agreed-upon sexual activity. Effective consent can never be given by minors, mentally disabled persons, or those who are incapacitated as a result of alcohol or other drug consumption (voluntary or involuntary) or those who are unconscious, unaware or otherwise physically helpless. Consent obtained as a result of physical force, threats, intimidating behavior, duress or coercion is not effective consent. A person who knows or reasonably should have known that another person is incapacitated may not engage in sexual activity with that person. Incapacitation is a state where one cannot make a rational, reasonable decision because they lack the ability to understand the who, what, when, where, why or how of their sexual interaction.
- Non-Consensual Sexual Intercourse – Any sexual penetration (anal, oral or vaginal), however slight, with any part of one's body or any object by a man or woman upon a man or woman without Effective Consent
- Non-Consensual Sexual Contact – Any intentional sexual touching, however slight, with any part of one's body or any object by a man or woman upon a man or woman without Effective Consent. Any disrobing of another or exposure to another by a man or woman without Effective consent.
- Sexual Exploitation – Taking sexual advantage of another person without Effective Consent. Examples include, but are not limited to, causing or attempting to cause the incapacitation of another person through ingestion or use of

drugs or alcohol or otherwise: causing the prostitution of another person; electronically recording, photographing, or transmitting intimate sexual utterances, sounds or images of another person; allowing third parties to observe sexual acts; engaging in voyeurism; distributing intimate or sexual information about another person; and/or knowingly transmitting a sexually transmitted infection, including HIV, to another person.

CP.7) HARASSMENT: Any conduct (whether oral or written) determined to be threatening to an individual's well-being or health; impeding academic or work performance; interfering with campus life, or the safety or civil rights of any person or persons; or which has the purpose or effect of creating an intimidating, hostile, or stressful living, learning or working environment, is strictly prohibited. Harassment includes, but is not limited to, actions based upon gender, race, religion, ethnic or national origin, sexual orientation, physical disability, veteran's status, or age. Harassing behavior includes, but is not limited to, infringing upon another individual's rights in person or remotely via telephone, fax, electronic communication, or any medium which is delivered or directed to the target of the harassment.

CP.8) PROHIBITED ITEMS: The following items are prohibited: water beds, lofted beds, microwave ovens, television/radio antennae placed outside the room/exterior of the building or adjacent grounds, firearms, switch blades, pepper spray/mace, knives (except over the counter silverware with blades not exceeding four inches in length and designed and used for eating and food preparation purposes), fireworks, explosives, bows, arrows, slingshots, air-guns, martial arts devices, CO2 hazardous chemicals, gasoline, candles (with or without a wick), incense, illegal drugs, drug paraphernalia, hookahs, bongos or other smoking devices, alcoholic beverages, alcohol containers/bottles/cans, automobiles, or vehicles of any kind (or parts, repair tools), accessories for any vehicle, air conditioners, dart boards, halogen lamps, sun lamps, space heaters without a safety feature, weight lifting equipment, and live holiday decorations (including string lights), and inflatable pools. The University reserves the right to determine that an item not mentioned above is prohibited, and remove or confiscate any and all prohibited items. The University claims no responsibility for confiscated items. Approved appliances must be UL (Underwriters Laboratories) approved. Only power strips equipped with circuit breakers, surge suppression, and a construction grade cord with a grounded third prong may be used in a resident's room.

CP.9) NOISE: Quiet hours are established to promote an atmosphere conducive to studying and sleeping. Quiet hours are designated as follows, 10 pm to 9 am, Sunday to Thursday and from midnight to 9 am on Friday & Saturday. During this time residents are expected to: (a) ensure that noise cannot be heard beyond the confines of their room, (b) keep doors closed when entertaining guests and (c) remain quiet in common areas of the building. Noise and/or music are not to be heard outside windows or in the hallway at any-time, night or day. While there are standard quiet hour guidelines, courtesy hours are in effect 24 hours a day and require that all sound be kept to a reasonable level without disturbance to other members of the community. Community members are expected to communicate with their neighbors if noise is too loud. Additionally, quiet hours are recognized on a 24-hour basis during final exam periods.

CP.10) FIRE SAFETY: All persons are expected to observe fire safety policies and procedures. Misuse or damage to fire/emergency equipment (such as fire pull boxes, fire extinguishers, fire doors, fire strobe lighting, fire hoses, smoke detectors and sprinkler systems) is strictly prohibited and will result in disciplinary and/or criminal action. Tampering with or disabling fire equipment is a felony in the State of California. Do not hang anything from sprinkler heads. Damage to sprinkler heads may result in flood damage for which you will be responsible. If a fire alarm sounds, ALL occupants must exit the facility at the nearest emergency exit. Students will be held responsible for alarms resulting from smoke or fire as they prepare food in kitchen areas. Participating in any act, which results in a false fire alarm, setting fires or tampering with fire safety equipment, may result in removal from housing, suspension or expulsion from the university.

CP.11) SALES & SOLICITATION: Commercial activity, solicitations or advertisements (written signs or email messages) are not permitted in the residence halls unless permission has been granted by the Department of Housing. Students are prohibited from operating any business or commercial venture out of their residence hall rooms. In the case of fund-raising events recognized by campus organizations, approval may be obtained through our office. Announcements and publicity items for residence hall bulletin boards must be submitted to our office and approved prior to posting.

CP.12) NON-LIABILITY FOR STUDENT PROPERTY: The University and manager shall not be held liable for any damage to, destruction of or loss/theft of any property belonging to, or in the custody of, the Resident from any cause whatsoever, nor for the failure or interruption of utilities or appliances. Residents are advised to carry property insurance.

CP.13) DAMAGE, THEFT, & VANDALISM: Each resident will be held accountable for any damages, thefts, or vandalism for which they are responsible and will be billed accordingly. Residents should notify the Academy of Art University Campus Housing staff immediately to confront individuals damaging, stealing, and/or vandalizing the facility. In the event that individual(s) do not take responsibility for damages, thefts, or vandalism that occurs in the facility, the repair amount will be divided among all residents in the cluster or having access to the cluster. This amount will be billed to each student's account. Although we understand that your academic assignments may require a variety of artistic mediums, you must be responsible in the care of your unit while completing those projects. Damage resulting from your actions, (i.e., paint overspray on desks or walls, spray adhesive, charcoal dust staining carpets, cuts in furniture from exacto knives etc.) will result in damage charges being assessed to your account.

CP.14) KEY/ID SECURITY: Residents are responsible for being in possession of their keys and ID at all times. Keys (room, front door and mail key) and student ID will be issued to the student and recorded at the beginning of the occupancy

period. Keys and ID may not be transferred, duplicated or given to other individuals. Lost keys or ID must be reported immediately to residence hall staff. When a key is lost, the lock may be changed and new keys issued. The student who lost the room key will be billed for the cost of all changes made. Keys reported to be temporarily mislaid, keys not returned at the end of the occupancy period, or unauthorized duplicate keys turned in at the end of occupancy will result in new lock(s) and key(s) being created and replacement costs being charged to the student.

CP.15) LOCKOUTS: It is your responsibility to carry your key & ID card at all times to prevent lockouts. During the night and on weekends, please contact the RA on duty. Each resident will receive one complimentary lock out after regular business hours each semester. Subsequent lock out (s) will result in a \$20 service fee for each additional lockout provided. Proper photo identification is necessary. 3 (three) or more lockouts will result in disciplinary action.

CP.16) SMOKING: Residents and guests are subject to University policies and California State laws regarding smoking. Smoking is not permitted in or within 15 feet of any facility. This includes cigarettes, electronic cigarettes ("e-cigarettes") medical marijuana, cigars, pipes, hookahs, and chewing tobacco which is prohibited in all areas of the residence halls.

CP.17) PETS: For health and safety reasons, pets (including fish & livestock) are not permitted in the residence halls. Service animals as defined by the Americans with Disabilities Act are permitted within University housing following approval of the Director of Housing and the Classroom Services Office. Proper documentation is required and must be submitted prior to the animals' arrival on campus.

CP.18) ENTRY/INSPECTION: The University reserves the right to inspect rooms/apartments and regulate the use of the premises according to University policies. A student's room/apartment may be entered without advance notice or consent by authorized University personnel, or authorized agents of the University, whenever there is a reasonable cause concerning the health, safety and welfare of the individual residents and/or the residence hall community at large. The University reserves the right to enter rooms/apartments for making routine repairs and in emergency and/or policy violation situations.

CP.19) ABANDONMENT: Residents are responsible for removing all personal possessions when they vacate their rooms, apartments, or suites. Any possessions left in campus housing facilities after the voluntary or involuntary termination of the Housing License Agreement will be considered abandoned, will be discarded by the University, and the student may be billed an additional charge for removal. Students may also face disciplinary action which could include loss of housing privileges.

CP. 20) FURNITURE: Furniture supplied by the University must remain in its designated location (room, lounge, kitchenette, etc.). Residents may rearrange furniture within their rooms, but may not disassemble it, exchange it with other students, or move it to another location outside of the room. Furniture not provided by the University (ex. Futon's, sofas, papa son chairs, non-University supplied mattress, bean bags, etc.) is prohibited from the residence halls. Public area furnishings are for the use of all residents' and are not to be removed from the public areas or to be used in residents' rooms. The removal of public furnishings is considered theft of property, and community damage charges or disciplinary action may result.

CP.21) COOKING: All cooking in the residence buildings must be confined to the kitchen areas. Cooking in rooms without kitchens is not allowed. Kitchens are for use by residents only. Refrigerators and microwaves are only allowed in those rooms/units where these appliances have not been provided by the University. Hot plates, barbecues, toasters, toaster ovens, rice cookers and non-open coiled sandwich/meat grillers are not permitted within your room.

CP. 22) VISITATION: Visitors are welcome after consideration is given to the roommates' needs and rights. All visitors, regardless of whether or not they are Academy of Art University students, are required to sign-in at the residence buildings' front desk. Residents must accompany all visitors at all times while in the residence building. You are responsible for your visitors' compliance with all University policies. Visitors are not allowed in residence building premises after 10:00pm on Sunday through Thursday, and after 12:00 midnight on Friday and Saturdays, or before 9:00am Monday through Friday, or before 9:00am Saturday and Sunday. Requests for overnight guests must be submitted in writing one week in advance to the Resident Director and is contingent upon roommate and staff approval. Opposite sex guests are not permitted overnight. Before having any guest sleep in a common area within a unit (apartments and lofts only), residents must obtain explicit and unanimous consent from all residents who share that common area. Sleeping in public areas (e.g.: TV/study lounges) is not permitted. Approved non-resident guests may visit no more than 3 (three) consecutive nights and/or 5 (five) nights total during an academic semester. No overnight guests are permitted during Finals Week.

CP.23) COHABITATION: Cohabitation is defined as the extended presence (daily or nightly) of any person in any room or apartment to which that person is not assigned. Cohabitation is strictly prohibited. The Department of Housing reserves the right to restrict any non-resident guest from the residence halls at any time as determined by Housing, Campus Safety & Security or University staff.

CP.24) CARE OF PREMISIS: Residents are required to maintain the facilities in a clean and orderly condition and shall not obstruct any of the walkways, hallways, or surrounding premises, and shall not place any signs (including neon signs) or advertising matter in the windows, on the exterior portion of doors, or elsewhere in or on the residence hall or surrounding premises. Residents are expected to keep common areas (lounges, kitchens, refrigerators etc.) clean. Partitions or other alterations including but not limited to: installation of alternative tile, countertops, appliances, carpet, built in cabinets or

bookshelves, painting or wall papering to the facilities may not be made without written approval of the Housing Department. Objects may not be dropped, thrown, or hung from windows. Entering or exiting from windows, sitting on windowsills, or leaning out of windows is prohibited. Residents may not use rooftops for any reason without specific written authorization from the Department of Housing or a direct order by the Fire Department. If the room fails below acceptable health/safety standards, the resident will be required to take corrective action within twenty-four hours from the time of notice. If the resident(s) fails to comply, the cost for corrective action will be charged to the student(s) and/or disciplinary action may be taken. Residents are expected to keep their room/apartment door(s) locked at all times.

CP.25) PEST CONTROL: If you are having a problem with bugs and pests please advise the Resident Director of your building to make a report and the pest control company will provide service upon notification. All rooms will be treated periodically unless a medical documentation for your provider is given to us. You may not refuse service if medical documentation is not on file. If aggressive pest control is necessary, you may be required to temporarily relocate to another building. It is imperative that you follow all prescribed instructions in the event relocation is necessary.

CP.26) HALL RECREATION: Playing sports in the residence halls is prohibited. These include, but are not limited to, wrestling, basketball, baseball/whiffle ball, soccer, football, hockey, golf, roller skating, rollerblading, skateboarding, running, or catch/throwing. All athletic activities are to be confined to areas outside of the residence halls that are designed for that purpose.

CP.27) MAIL: As a courtesy we may accept mail on your behalf but we are not obligated to accept packages. We are not responsible or liable for any damage or theft of mail we accept on your behalf. We will not accept responsibility for any certified or registered mail. The US Postal Service delivers mail to your box. We are not responsible or liable for the loss or theft of packages delivered to and or left in building lobbies or common areas.

CP.28) CURFEW: The Academy of Art University complies with the City of San Francisco Curfew for Persons less than 18 years of age. The only exception to these curfews is attendance at an Academy sponsored event. The curfew hours are Sunday through Thursday 10:00pm; Friday and Saturday at 12:00 midnight.

CP.29) PARTIES: Unauthorized parties are prohibited in the residence buildings. Residents are not permitted to host anywhere in their residential building (including student rooms and community space) a number of guests that equals twice the total occupancy of their room (i.e. a room which occupies two (2) residents is only permitted to have four (4) guests at any given time within their room or common area). However, regardless of the total occupancy of the room, the maximum number of guests permitted in any one room is no more than eight (8) people. At the discretion of the Campus Housing Staff or the Campus Safety & Security Staff, any gatherings may be requested to disperse, and all non-residents escorted out of the building. Residents of rooms/units found in violation of this policy may face disciplinary action.

CP.30) CHECK OUT: Residents must check-out within 24 hours after their last final exam, but no later than the last day of their contract. Appropriate arrangements must be made ahead of time for your departure. Late check-outs must be approved by the Department of Housing, and will be pro-rated at \$60 per day. You will be charged \$150 for an improper check-out if you fail to make an appointment and meet with campus housing staff.

CP. 31) DEFIANCE OF AUTHORITY: Failure or refusal to comply with the request of a member of Campus Safety and Security or residence hall staff is a violation of defiance of authority. This also includes failure to attend mandatory meetings, including, but not limited to, student conduct hearings, and residence hall and community meetings. Failure to satisfy the conditions of a sanction imposed as the result of a previous disciplinary hearing also constitutes defiance of authority.

CP. 32) FALSE INFORMATION AND MISREPRESENTATION: Students are prohibited from knowingly providing false information and/or making misrepresentations to any University or Housing official, including Campus Safety and Security, residence hall staff, or police/fire/emergency medical personnel.

CP.33) NON-RETALIATION: Students have the right to and are encouraged to report potential violations of University and Housing policy. Additionally, students have the right to pursue both internal disciplinary processes and/or charges through external law enforcement authorities free of any interference or retaliation by any member of the University community. Any retaliation under these circumstances is strictly prohibited and would result in a response by the Department of Housing and/or the University that could include, among other things, immediate imposition of disciplinary measures. Retaliation includes, but is not limited to, any conduct which interferes with the alleged victim's ability to pursue the allegations.

CP.34) INTERIM RESTRICTIONS: The Director of Housing, or his/her designee, may impose immediate restrictions on a student, pending disciplinary action or medical release from appropriate providers, when deemed appropriate, such as when there are sufficient facts to demonstrate that the student's continued presence on campus endangers the physical safety or well-being of others or himself or herself. This includes, but is not limited to, prohibiting or limiting access to a student's residence hall space, and restriction of communications with named individuals. Violations of interim restrictions constitute a serious violation of Housing policy and will result in immediate disciplinary action.

PRIVACY RIGHTS OF STUDENTS' EDUCATIONAL RECORDS: In accordance with the federal Family Education Rights and Privacy Act of 1974 (20 U.S.C. 1232g), regulations adopted hereunder (34 C.F.R. 99) and California Education Code Section 67 100 etseq., the Academy of Art University policy allows the release of personally identifiable information to others (except to verify student status) only with the student's prior consent or in the case an extreme emergency or where there is clear and imminent danger to the student, to others or to society.

PART IV: YOUR ACKNOWLEDGEMENT AND ACCEPTANCE

I hereby acknowledge that I have received and read, and I understand and agree to the terms and conditions contained in the Housing License Agreement. If I violate any of the terms of this document, I understand I am also breaching my Housing License Agreement. Such violation may, at your sole discretion, cause me to be disciplined (including educational assignments, including, but not limited to, community service, reflection papers, or other projects), fined, and/or removal from housing.

I hereby authorize a signature submitted by me, by facsimile or other electronic transmission, to be as valid and binding as my original signature. Along with this License Agreement, I am submitting Five Hundred Dollars (\$500) to be used for the Five Hundred Dollar (\$500) Housing Deposit required by the Agreement. I agree to pay the total amount due (Rent) for my Premises on or before the license start date applicable to each semester.

1. I have read and understand the Liability provisions below

LIABILITY. Neither we, the Manager, our representative, nor our respective employees, officers, directors, agents, representatives and affiliates (collectively the "Released Parties"), will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommate(s). The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to you. **THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EARTHQUAKE, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY THEIR GROSS NEGLIGENCE. We urge you to obtain your own insurance for losses due to such causes.** YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.

Aarva Goldberg
Print Name

[Handwritten Signature]
Signature

08/12/14
Date

*** Students Under Age 18 Must Have a Parent or Guardian Signature ***

Print Name (Parent/Guardian)

Signature

Date

EXHIBIT 4



ACADEMY of ART UNIVERSITY®

FOUNDED IN SAN FRANCISCO 1929 BY ARTISTS FOR ARTISTS

Housing License Agreement -- Summer 2014

6

INTRODUCTION

Academy of Art University Housing system includes any living accommodations owned or leased by the University which provides housing each term to eligible students. All students must conduct themselves in a manner consistent with the University's expectations, as stated in the Student Code of Conduct, this Housing License Agreement and any and all other applicable University policies, procedures, supplemental agreements, rules and regulations.

Academy of Art University campus housing program is managed by Century Campus Housing Management L.P. dba Campus Living Villages, 1001 Fannin, Suite 1350, Houston, Texas 77002, (713) 871-5100., www.clvusa.com

PART I: ACADEMIC TERM OF LICENSE

The term of this license is for the Summer 2014 semesters -- **one FULL semester**. Move in dates and the start of classes is published by the University in advance.

- Any student enrolled at the University who has signed a residence hall contract will be held financially liable for their residence hall assignment for the entire term indicated in this contract.
- Any student who has taken occupancy (picked up keys) at any time during the Summer 2014 semesters will be held financially liable for their residence hall assignment for the entire term indicated in this contract. Buildings open and close on the published opening and closing dates.

PART II: TERMS AND CONDITIONS

- A.)** This Agreement is for **Summer 2014**. Residence hall services, including access to the assigned room, begin on the designated opening day and end within 24 hours after a student's last final exam, but no later than 12:00 PM on the published last final exam day at Academy of Art University. The residence and dining service provided by this Agreement may not be sold, loaned, subleased, or transferred. This Agreement will not be accepted or processed unless the student is accepted to the University. This Housing License, (herein the "Agreement") is between the individual named on this Agreement, (herein the "Resident"), and Academy of Art University (herein, the "University").
- B.) ELIGIBILITY:** Housing is provided only to students enrolled full-time and onsite as determined by the Office of the Registrar. Part-time and/or non-degree students are not eligible to live in campus housing unless permission is granted by the Director of Housing or his/her designee. A student, who withdraws from the University, is academically dismissed, or who is dismissed for disciplinary reasons must vacate housing within 24 hours of withdrawal or dismissal, unless otherwise directed by a University official. Students who require intersession housing must apply and pay the required intersession fees. Reasons for request include: international students with travel restrictions, intercollegiate athlete whose sport is competing during the intersession, enrollment in intersession classes or extenuating circumstances (you will be need to provide documentation).
- C.) OCCUPANCY OF RESIDENCE HALLS :**
1. Generally, residence halls remain open during Thanksgiving and spring breaks and close during winter & summer breaks. Residents desiring to remain in their room assignment during winter break must file an intersession request form, be approved by Housing, and pay intersession fees.
 2. Residents must vacate rooms at the close of the academic year in accordance with published schedules. All personal property must be removed from all residential areas by noon on the last day of occupancy.
 3. **Check In/Check Out:** These procedures include completing all appropriate paperwork (including the Room Condition Form) within 48 hours of moving in and pick up or return of keys. Students MAY NOT check in earlier than the designated check in date for Fall, Spring, or Summer semesters. Early or late check in or late check-out, may result in financial penalties. Students checking out must remove all personal items and rubbish from their rooms, leave their rooms clean, and have a staff member check the room and collect keys before departure. Students will be billed for excess cleaning, removal of personal property, and loss of or damage to University property. Failure to follow these procedures may result in disciplinary action.
 4. **Condition of Premises:** Within 48 hours after you move in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture, if any, will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for what you tell us in writing, you accept the Premises, fixtures, appliances, and furniture in their "as- is" condition, with all the faults and imperfections. We make no express warranties, and disclaim any and all implied warranties with regard to the premises, fixtures, appliances or furniture.

5. **Early Move-Out:** Students who move out before the ending date will be financially responsible for the Agreement until the published ending date unless there is an "acceptable reason" for early move out under Section C. I. Students must notify Housing staff before they move out and must coordinate a check-out time with Housing staff.
- D.) **RATES:** Room and meal plan rates are set by the University and subject to change. The actual amount due from the resident is based upon the type of room assigned as specified in published rate sheets. Payment is due upon the published due date.
- E.) **USE OF HOUSING DEPOSIT:** The housing deposit submitted with the housing application is \$500. This \$500 deposit is applied as a \$350 refundable Security deposit and a ***\$75 per semester, non-refundable, mandatory Building Maintenance fee.*** If it is determined that the Resident is responsible for personal or common area damages and/or cleaning fees, the housing deposit will be applied to those charges at the time the charges are assessed. It is the sole responsibility of Resident to maintain a minimum of \$500 in the student's housing deposit account at the beginning of the fall semester and \$250 at the beginning of the spring and summer semesters, even if that requires additional funds to be deposited during the term of this Agreement. All new students, regardless of what semester they first become residents, are required to pay the initial \$500 security deposit. If the University approves or grants a deferral of the housing deposit at the time of application, the Resident remains liable for the payment of the housing deposit in accordance with this Agreement.
- F.) **CANCELLATION POLICY**
This is a legally binding agreement. By signing this agreement, Resident assumes responsibility for the terms and conditions outlined herein.
- G.) **CANCELLATION OF AGREEMENT PRIOR TO START DATE AND/OR OCCUPANCY** - Residents who fail to cancel in writing prior to the commencement date of the Agreement or occupancy of the room assignment, whichever comes first, will be held to the full terms of the agreement, including liability for full payment of fees for both Fall and Spring semesters, regardless of whether the student is enrolled in classes.
- H.) **CANCELLATION OF AGREEMENT AFTER START DATE -- This agreement is effective on the start date, whether or not you take occupancy.** All charges will continue unless or until the resident has been approved for termination of the agreement, in writing, by the Department of Housing.
- I.) **ACCEPTABLE REASONS FOR CANCELLATION:** You may only cancel this Agreement after the starting date if you meet the acceptable reasons for an early move-out and receive an approved written release from the Agreement. Acceptable reasons include: Graduation, marriage (occurring after hall opening), extreme financial hardship, extenuating medical circumstances, academic internship, or student-for-student exchange (supporting documentation will be required. Release approval will be based on our sole discretion.) Supporting documentation is required.
- J.) **CANCELLATION CHARGES:** Students able to cancel due to an acceptable reason will incur charges for breaking the Agreement. Charges are calculated based on the daily room rate for the assigned room and are charged for the number of days spent at the Academy of Art University prior to move-out. Any refunds due will be processed. Total charges will not exceed the semester room rate. If you fail to meet the approved and acceptable reason for early move-out, you are responsible to pay rent until the Ending Date and all amounts due will be immediately accelerated.
- K.) **CANCELLATION DEADLINES**
SUMMER SEMESTER - Residents may cancel their **Housing Application** without additional financial penalty if they notify the Department of Housing in writing by **Friday, May 16, 2014**. Residents who cancel their Housing applications after **Friday, May 16, 2014** or after submission but before the start date of this Agreement will be charged a \$500 cancellation fee. The deposit will be applied to the \$500 cancellation fee. Students who apply after May 16, 2014 may cancel their Housing Application without additional financial penalty if they notify the Department of Housing in writing ten (10) days from the date of application. Residents who cancel after the ten (10) day period or after submission but before the start date of this Agreement will be charged a \$500 cancellation fee.
- **LICENSE TERMINATION:** Unless otherwise noted in this paragraph, you may not terminate this License for divorce, pregnancy, loss of roommate, non-extenuating medical circumstances, or any other reason other than death, unless agreed to in writing by us. Resident may have special statutory rights to terminate the Agreement early in certain situations involving family violence or military deployment or transfer. If you are a member of the Armed Forces on active duty and receive a change-of-station orders to permanently leave the local area; are relieved from active military duty; or are a national guard or reservist called to active duty, and then you may terminate this Agreement by giving written notice to us and providing a copy of the official orders.
 - **PETITION FOR RELEASE AFTER START DATE:** Students who have completed housing applications but

wish to cancel for the upcoming semester and/or academic year may submit a Petition of Release form to the Housing Department. If the Housing Department is able offer you a release from your housing assignment, you will be required to forfeit your remaining housing deposit. If the Housing Department is unable to approve your Petition of Release, then you will continue to be held financially responsible for all housing rent for the entirety of the Housing License Agreement.

- **SUSPENSIONS/EVICTIONS** - Residents who are not permitted to continue in housing due to violations of the Housing License Agreement or for failure to maintain full time enrollment status will be held responsible for the full cost of this Agreement. Those residents who have been evicted will no longer be permitted in any of the housing facilities on campus.

L.) REFUND POLICY – No refund of the housing charges will be given to a student for any reason after the start date. Students, who vacate their rooms without written approval, are released to due to disciplinary action, who are academically dismissed, who are dismissed due to outstanding debts owed to the University, or who withdraw voluntarily from the University, will not be reimbursed.

M.) COSTS AND FEES – In the event we bring an action against you because of your violation of this Agreement, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.

N.) ROOM ASSIGNMENTS – This agreement provides Resident with a space in campus housing or University sponsored housing only; it does not guarantee a specific building, room, rate, number of roommates, or choice of roommate(s).

O.) ASSIGNMENTS: If you do not match with a roommate through the self- assignment process, a person comparable to your gender and age group will have the ability to assign themselves to the same room or apartment or will be assigned by the Housing Department.

- **Manual Assignments** – Summer 2014 assignments and meal plans are completed by Housing staff.
- **Room changes** - Requests for assignment changes will not be accepted during the first ten (10) days of each semester. Thereafter, Resident must submit requests for assignment changes in writing. Every attempt will be made to honor requests; however no guarantees can be made. Requests from first year residents to transfer out of First Year Experience residence halls will not be honored.
- **Vacancies** - The University reserves the right to consolidate or change room assignments, fill vacancies, and require Resident to move to different assignments when the University deems it expedient, in which event the Resident's account will be credited or charged the difference in room rate. Any behavior(s) by Resident which infringe upon the rights or space usage of room/apartment/suite-mates is STRICTLY prohibited and will result in disciplinary action. In addition, if such behavior(s) result in the use by Resident of additional space or a private room, the Resident may be charged for such additional space.
- **Disability/Health Related Accommodations:** Students requesting disability/health related accommodations must contact Classroom Services at (415) 618-3775 to discuss requests for required documentation. Individual requests will be reviewed on a case-by-case basis.

P.) DINING & MEAL PLANS – Meal plans are available to all students residing in campus housing. Students who chose a meal plan, may cancel or change their meal plans only until the published cancellation deadline at the beginning of each semester.

Q.) EMERGENCY CONTACTS – Residents must provide emergency contact information for an individual or individuals that Resident authorizes Housing staff to contact in the event of an emergency or as Housing staff deems necessary, including if Housing has been unable to contact Resident for more than 24 hours. The designated emergency contact individual should be a parent, guardian, or relative, when possible.

R.) HEALTH INSURANCE – All residential students are REQUIRED to be covered by health insurance. If you fail to report your health insurance information prior to move-in, you will be required to purchase student health insurance. The University is not responsible for costs resulting from students' wellness care expenses including hospital stays and/or ambulance transportation. **In incidences where your health has the potential to put other students at risk, the University retains the right to restrict your access to residential areas until you provide a written statement from a medical professional that your condition is not contagious or a danger to yourself or any members of the community.**

PART III – COMMUNITY POLICIES

Academy of Art University expects students to display honesty, integrity, and professionalism in every aspect of their behavior and work at the University. The University expects students to be mindful of their audience as they innovate through their art. Students are expected to respect themselves, other members of the University community, and the institution itself.

Students must follow all standards of conduct in these Community Policies, the Academy of Art University Code of Conduct and the Housing License Agreement. Please be aware that you are responsible for understanding and abiding by these policies, rules and regulations. Should you choose to disregard any of the stated policies and/or guidelines of your Community, elements of the Student Conduct Process may be exercised to hold you accountable for your actions. In addition, you are responsible for informing your guests of each policy, and you will be held accountable for your guests' actions.

Failure to comply with community policies may lead to consequences such as but not limited to: educational assignments, housing probation, fine, restitution or removal from Academy of Art University campus housing. Administrative review of sanctions from a student conduct hearing is permitted and must first be addressed in writing to the Director of Housing (or designee). If you are dissatisfied with this decision a written appeal may be forwarded to Campus Living Villages, 1001 Fannin St., Suite 1350, Houston, Texas, 77002.

SAFETY & SECURITY

It is not possible for any housing owner or manager to insure "safety" or "security." Academy of Art University Department of Campus Safety & Security (CSS) provides safety services for the Academy of Art University Campus Housing from time to time at their sole discretion. You should not assume their presence. We believe in the effectiveness of neighbors looking out for each other and we encourage residents to get to know their neighbors. You must promptly report any incident of theft, vandalism, or unsafe conditions to Academy of Art University CSS and the Housing Department. Please call the Academy of Art University CSS at (415) 618-3896 for non-emergencies or 911 to report any criminal activity.

Academy of Art University Department of Campus Safety & Security provides an escort service each evening for persons who may be walking alone on campus. Please utilize this service by calling (415) 618-3896 or ask a friend to walk with you after hours. In accordance with the Crime Awareness and Campus Security Act of 1990, Academy of Art University publishes crime statistics each year. We cooperate with CSS in reporting crime information in order to make accurate statistics available.

Personal Security Awareness

No security system is fail-safe. Even the best system can't prevent crime. Always proceed as if security systems don't exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

Safety Tips

- Lock your doors and windows, even while you are inside
- Do not put your name, address or phone number on your key ring
- Dial 911 for emergencies. If an emergency arises call the appropriate governmental authorities first, and then call Campus Safety & Security
- Mark or engrave identification on valuable personal property
- Tell your roommate where you are going and when you will be back
- Do not walk alone at night

CP.1) ALCOHOL: The possession, consumption, sale or manufacture of alcohol, regardless of resident and/or guest age is strictly prohibited in any Academy of Art University facilities (leased or owned). The possession and/or consumption of alcohol by individuals under the California legal age of 21 years old is prohibited. This includes being under the influence of alcohol. The possession of alcohol paraphernalia (packaging, "trophy bottles", empty bottles/cans, shot glasses, drinking funnel etc.) is also prohibited. This includes items that are used or could be used in connection with drinking games or the rapid, mass or otherwise dangerous consumption of alcohol of any type. The sale or manufacture of alcohol is strictly prohibited.

CP.2) DRUGS & ILLEGAL CONTROLLED SUBSTANCES: California State law and University policy prohibit the use, possession, sale, manufacture or distribution of illegal drugs and/or paraphernalia; this policy also applies to Medical Marijuana regardless of whether a student possesses a California Medical Marijuana card. In addition, the possession, sale, manufacture, use or distribution of prescription drugs by a student to whom the medication was not prescribed is prohibited and will result in disciplinary action.

CP.3) WEAPONS: The University Code of Conduct prohibits explosives (including fireworks), firearms, and/or weapons of any type in Academy of Art University campus housing, residents' rooms, or campus grounds. Bringing firearms, weapons, and/or ammunition into Academy of Art University Campus Housing or storing them in your room or anywhere else may be grounds for the immediate revocation of the Academy of Art University license agreement and sanctions under the Code of Conduct. For the purpose of Academy of Art University Housing policy, weapons may include, but are not limited to knives, paint guns, air guns, CO2 guns, martial arts weapons, archery equipment, mace, laser pointers, tear gas, BB guns, and sling shots, toy, "replica" or water guns.

CP.4) BEHAVIOR(S): Resident students are prohibited from engaging in any of the following behaviors: conduct in or about any residence halls that poses a threat to the health or safety of themselves, others, or property; behavior that interferes with the rights or well-being of others; or personal actions that violate any provision of this contract, or any rule,

regulation, or policy of the university or any applicable law. We may immediately terminate the License Agreement if the student threatens to harm her or himself or threatens to harm another person. In addition, a resident establishes an unacceptable pattern of misconduct when he or she is frequently in trouble, though individual offenses might be minor. A pattern of recalcitrance, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem.

CP.5) SEXUAL HARASSMENT: Sexual harassment toward a student arises where another student/staff member:

- Explicitly or implicitly conditions a student's participation in an education program or activity or bases an educational decision on the student's submission to unwelcome sexual advances, request for sexual favors, or other verbal, nonverbal, or physical conduct of a sexual nature; or
- Engages in sexually harassing conduct (that can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature) that is sufficiently severe, persistent, and/or pervasive to limit a student's ability to participate in or benefit from an education program or activity, or to create a hostile or abusive educational environment. Examples include, but are not limited to:
 - Unwelcome sexual advances – whether or not they involve physical touching
 - Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comment on an individual's body, or comment about an individual's sexual activity, deficiencies or prowess
 - Displaying sexually suggestive objects, pictures, or cartoons
 - Unwelcome leering, whistling, brushing against the body, sexual gestures, or suggesting or insulting comments
 - Inquiries into one's sexual experiences
 - Discussion of one's sexual activities

CP. 6) SEXUAL MISCONDUCT: Members of the Academy of Art University community, guests and visitors, have the right to be free from discrimination on the basis of sex. Sexual misconduct is prohibited, and includes non-consensual sexual intercourse, non-consensual sexual contact, sexual exploitation, and sexual harassment. Policy definitions:

- Effective consent – Effective consent is informed, knowing and voluntary, and mutually understandable words or actions which indicate a willingness to participate in mutually agreed-upon sexual activity. Effective consent can never be given by minors, mentally disabled persons, or those who are incapacitated as a result of alcohol or other drug consumption (voluntary or involuntary) or those who are unconscious, unaware or otherwise physically helpless. Consent obtained as a result of physical force, threats, intimidating behavior, duress or coercion is not effective consent. A person who knows or reasonably should have known that another person is incapacitated may not engage in sexual activity with that person. Incapacitation is a state where one cannot make a rational, reasonable decision because they lack the ability to understand the who, what, when, where, why or how of their sexual interaction.
- Non-Consensual Sexual Intercourse – Any sexual penetration (anal, oral or vaginal), however slight, with any part of one's body or any object by a man or woman upon a man or woman without Effective Consent
- Non-Consensual Sexual Contact – Any intentional sexual touching, however slight, with any part of one's body or any object by a man or woman upon a man or woman without Effective Consent. Any disrobing of another or exposure to another by a man or woman without Effective consent.
- Sexual Exploitation – Taking sexual advantage of another person without Effective Consent. Examples include, but are not limited to, causing or attempting to cause the incapacitation of another person through ingestion or use of drugs or alcohol or otherwise: causing the prostitution of another person; electronically recording, photographing, or transmitting intimate sexual utterances, sounds or images of another person; allowing third parties to observe sexual acts; engaging in voyeurism; distributing intimate or sexual information about another person; and/or knowingly transmitting a sexually transmitted infection, including HIV, to another person.

CP.7) HARASSMENT: Any conduct (whether oral or written) determined to be threatening to an individual's well-being or health; impeding academic or work performance; interfering with campus life, or the safety or civil rights of any person or persons; or which has the purpose or effect of creating an intimidating, hostile, or stressful living, learning or working environment, is strictly prohibited. Harassment includes, but is not limited to, actions based upon gender, race, religion, ethnic or national origin, sexual orientation, physical disability, veteran's status, or age. Harassing behavior includes, but is not limited to, infringing upon another individual's rights in person or remotely via telephone, fax, electronic communication, or any medium which is delivered or directed to the target of the harassment.

CP.8) PROHIBITED ITEMS: The following items are prohibited: water beds, lofted beds, microwave ovens, television/radio antennae placed outside the room/exterior of the building or adjacent grounds, firearms, switch blades, pepper spray/mace, knives (except over the counter silverware with blades not exceeding four inches in length and designed and used for eating and food preparation purposes), fireworks, explosives, bows, arrows, slingshots, air-guns, martial arts devices, CO2 hazardous chemicals, gasoline, candles (with or without a wick), incense, illegal drugs, drug paraphernalia, hookahs, bongos or other smoking devices, alcoholic beverages, alcohol containers/bottles/cans, automobiles, or vehicles of any kind (or parts, repair tools), accessories for any vehicle, air conditioners, dart boards, halogen lamps, sun lamps, weight lifting equipment, and live holiday decorations (including string lights), and inflatable pools. The University reserves the right to determine that an item not mentioned above is prohibited, and remove or confiscate any and all prohibited items. The University claims no responsibility for confiscated items. Approved appliances must be UL.

(Underwriters Laboratories) approved. Only power strips equipped with circuit breakers, surge suppression, and a construction grade cord with a grounded third prong may be used in a resident's room.

CP.9) NOISE: Quiet hours are established to promote an atmosphere conducive to studying and sleeping. Quiet hours are designated as follows, 10 pm to 9 am, Sunday to Thursday and from midnight to 9 am on Friday & Saturday. During this time residents are expected to: (a) ensure that noise cannot be heard beyond the confines of their room, (b) keep doors closed when entertaining guests and (c) remain quiet in common areas of the building. Noise and/or music are not to be heard outside windows or in the hallway at any-time, night or day. While there are standard quiet hour guidelines, courtesy hours are in effect 24 hours a day and require that all sound be kept to a reasonable level without disturbance to other members of the community. Community members are expected to communicate with their neighbors if noise is too loud. Additionally, quiet hours are recognized on a 24-hour basis during final exam periods.

CP.10) FIRE SAFETY: All persons are expected to observe fire safety policies and procedures. Misuse or damage to fire/emergency equipment (such as fire pull boxes, fire extinguishers, fire doors, fire strobe lighting, fire hoses, smoke detectors and sprinkler systems) is strictly prohibited and will result in disciplinary and/or criminal action. Tampering with or disabling fire equipment is a felony in the state of California. Do not hang anything from sprinkler heads. Damage to sprinkler heads may result in flood damage for which you will be responsible. If a fire alarm sounds, ALL occupants must exit the facility at the nearest emergency exit. Students will be held responsible for alarms resulting from smoke or fire as they prepare food in kitchen areas. Participating in any act, which results in a false fire alarm, setting fires or tampering with fire safety equipment, may result in removal from housing, suspension or expulsion from the university.

CP.11) SALES & SOLICITATION: Commercial activity, solicitations or advertisements (written signs or email messages) are not permitted in the residence halls unless permission has been granted by the Department of Housing. Students are prohibited from operating any business or commercial venture out of their residence hall rooms. In the case of fund-raising events recognized by campus organizations, approval may be obtained through our office. Announcements and publicity items for residence hall bulletin boards must be submitted to our office and approved prior to posting.

CP.12) NON-LIABILITY FOR STUDENT PROPERTY: The University and manager shall not be held liable for any damage to, destruction of or loss/theft of any property belonging to, or in the custody of, the Resident from any cause whatsoever, nor for the failure or interruption of utilities or appliances. Residents are advised to carry property insurance.

CP.13) DAMAGE, THEFT, & VANDALISM: Each resident will be held accountable for any damages, thefts, or vandalism for which they are responsible and will be billed accordingly. Residents should notify the Academy of Art University Campus Housing staff immediately to confront individuals damaging, stealing, and/or vandalizing the facility. In the event that individual(s) do not take responsibility for damages, thefts, or vandalism that occurs in the facility, the repair amount will be divided among all residents in the cluster or having access to the cluster. This amount will be billed to each student's account. Although we understand that your academic assignments may require a variety of artistic mediums, you must be responsible in the care of your unit while completing those projects. Damage resulting from your actions, (i.e., paint overspray on desks or walls, spray adhesive, charcoal dust staining carpets, cuts in furniture from exacto knives etc.) will result in damage charges being assessed to your account.

CP.14) KEY/ID SECURITY: Residents are responsible for being in possession of their keys and ID at all times. Keys (room, front door and mail key) and student ID will be issued to the student and recorded at the beginning of the occupancy period. Keys and ID may not be transferred, duplicated or given to other individuals. Lost keys or ID must be reported immediately to residence hall staff. When a key is lost, the lock may be changed and new keys issued. The student who lost the room key will be billed for the cost of all changes made. Keys reported to be temporarily mislaid, keys not returned at the end of the occupancy period, or unauthorized duplicate keys turned in at the end of occupancy will result in new lock(s) and key(s) being created and replacement costs being charged to the student.

CP.15) LOCKOUTS: It is your responsibility to carry your key & ID card at all times to prevent lockouts. During the night and on weekends, please contact the RA on duty. Each resident will receive one complimentary lock out after regular business hours each semester. Subsequent lock out (s) will result in a \$20 service fee for each additional lockout provided. Proper photo identification is necessary. 3 (three) or more lockouts will result in disciplinary action.

CP.16) SMOKING: Residents and guests are subject to University policies and California State laws regarding smoking. Smoking is not permitted in or within 15 feet of any facility. This includes cigarettes, medical marijuana, cigars, pipes, hookahs, and chewing tobacco which is prohibited in all areas of the residence halls.

CP.17) PETS: For health and safety reasons, pets (including fish & livestock) are not permitted in the residence halls. Service animals as defined by the Americans with Disabilities Act are permitted within University housing following the approval of the Director of Housing and the Classroom Services Office. Proper documentation is required.

CP.18) ENTRY/INSPECTION: The University reserves the right to inspect rooms/apartments and regulate the use of the premises according to University policies. A student's room/apartment may be entered without advance notice or consent by authorized University personnel, or authorized agents of the University, whenever there is a reasonable cause concerning

the health, safety and welfare of the individual residents and/or the residence hall community at large. The University reserves the right to enter rooms/apartments for making routine repairs and in emergency and/or policy violation situations.

CP.19) ABANDONMENT: Residents are responsible for removing all personal possessions when they vacate their rooms, apartments, or suites. Any possessions left in campus housing facilities after the voluntary or involuntary termination of the Housing License Agreement will be considered abandoned, will be discarded by the University, and the student may be billed an additional charge for removal. Students may also face disciplinary action which could include loss of housing privileges.

CP. 20) FURNITURE: Furniture supplied by the University must remain in its designated location (room, lounge, kitchenette, etc.). Residents may rearrange furniture within their rooms, but may not disassemble it, exchange it with other students, or move it to another location outside of the room. Furniture not provided by the University (ex. Futon's, sofas, papa son chairs, non-University supplied mattress, bean bags, etc.) is prohibited from the residence halls. Public area furnishings are for the use of all residents' and are not to be removed from the public areas or to be used in residents' rooms. The removal of public furnishings is considered theft of property, and community damage charges or disciplinary action may result.

CP.21) COOKING: All cooking in the residence buildings must be confined to the kitchen areas. Cooking in rooms without kitchens is not allowed. Kitchens are for use by residents only. Refrigerators and microwaves are only allowed in those rooms/units where these appliances have not been provided by the University. Hot plates, barbecues, toasters, toaster ovens, rice cookers and non-open coiled sandwich/meat grillers are not permitted within your room.

CP. 22) VISITATION: Visitors are welcome after consideration is given to the roommates' needs and rights. All visitors, regardless of whether or not they are Academy of Art University students, are required to sign-in at the residence buildings' front desk. Residents must accompany all visitors at all times while in the residence building. You are responsible for your visitors' compliance with all University policies. Visitors are not allowed in residence building premises after 10:00pm on Sunday through Thursday, and after 12:00 midnight on Friday and Saturdays, or before 9:00am Monday through Friday, or before 9:00am Saturday and Sunday. Requests for overnight guests must be submitted in writing one week in advance to the Resident Director and is contingent upon roommate and staff approval. Opposite sex guests are not permitted overnight. Before having any guest sleep in a common area within a unit (apartments and lofts only), residents must obtain explicit and unanimous consent from all residents who share that common area. Sleeping in public areas (e.g.: TV/study lounges) is not permitted. Approved non-resident guests may visit no more than 3 (three) consecutive nights and/or 5 (five) nights total during an academic semester. No overnight guests are permitted during Finals Week.

CP.23) COHABITATION: Cohabitation is defined as the extended presence (daily or nightly) of any person in any room or apartment to which that person is not assigned. Cohabitation is strictly prohibited. The Department of Housing reserves the right to restrict any non-resident guest from the residence halls at any time as determined by Housing, Campus Safety & Security or University staff.

CP.24) CARE OF PREMISIS: Residents are required to maintain the facilities in a clean and orderly condition and shall not obstruct any of the walkways, hallways, or surrounding premises, and shall not place any signs (including neon signs) or advertising matter in the windows, on the exterior portion of doors, or elsewhere in or on the residence hall or surrounding premises. Residents are expected to keep common areas (lounges, kitchens, refrigerators etc.) clean. Partitions or other alterations including but not limited to: installation of alternative tile, countertops, appliances, carpet, built in cabinets or bookshelves, painting or wall papering to the facilities may not be made without written approval of the Housing Department. Objects may not be dropped, thrown, or hung from windows. Entering or exiting from windows, sitting on windowsills, or leaning out of windows is prohibited. Residents may not use rooftops for any reason without specific written authorization from the Department of Housing or a direct order by the Fire Department. If the room falls below acceptable health/safety standards, the resident will be required to take corrective action within twenty-four hours from the time of notice. If the resident(s) fails to comply, the cost for corrective action will be charged to the student(s) and/or disciplinary action may be taken. Residents are expected to keep their room/apartment door(s) locked at all times.

CP.25) PEST CONTROL: If you are having a problem with bugs and pests please call the Resident Director of your building to make a report and the pest control company will provide service the next visit. All rooms will be treated periodically unless a medical documentation for your provider is given to us. You may not refuse service if medical documentation is not on file. If aggressive pest control is necessary, you may be required to temporarily relocate to another building. It is imperative that you follow all prescribed instructions in the event relocation is necessary.

CP.26) HALL RECREATION: Playing sports in the residence halls is prohibited. These include, but are not limited to, wrestling, basketball, baseball/whiffle ball, soccer, football, hockey, golf, roller skating, rollerblading, skateboarding, running, or catch/throwing. All athletic activities are to be confined to areas outside of the residence halls that are designed for that purpose.

CP.27) MAIL: As a courtesy we may accept mail on your behalf but we are not obligated to accept packages. We are not responsible or liable for any damage or theft of mail we accept on your behalf. We will not accept responsibility for any certified or registered mail. The US Postal Service delivers mail to your box. We are not responsible or liable for the loss or theft of packages delivered to and or left in building lobbies or common areas.

CP.28) CURFEW: The Academy of Art University complies with the San Francisco Curfew for Persons less than 18 years of age. The only exception to these curfews is attendance at an Academy sponsored event. The curfew hours are Sunday through Thursday 10:00pm; Friday and Saturday at 12:00 midnight.

CP.29) PARTIES: Unauthorized parties are prohibited in the residence buildings. Residents are not permitted to host anywhere in their residential building (including student rooms and community space) a number of guests that equals twice the total occupancy of their room (i.e. a room which occupies two (2) residents is only permitted to have four (4) guests at any given time within their room or common area). However, regardless of the total occupancy of the room, the maximum number of guests permitted in any one room is no more than eight (8) people. At the discretion of the Campus Housing Staff or the Campus Safety & Security Staff, any gatherings may be requested to disperse, and all non-residents escorted out of the building. Residents of rooms/units found in violation of this policy may face disciplinary action.

CP.30) CHECK OUT: Residents must check-out within 24 hours after their last final exam, but no later than the last day of their contract. Appropriate arrangements must be made ahead of time for your departure. Late check-outs must be approved by the Department of Housing, and will be pro-rated at \$60 per day. There are some charges associated with not fulfilling your responsibilities when you move out. You will be charged \$150 for an improper check-out if you fail to make an appointment and meet with a Campus Housing staff member.

CP. 31) DEFIANCE OF AUTHORITY: Failure or refusal to comply with the request of a member of Campus Safety and Security or residence hall staff is a violation of defiance of authority. This also includes failure to attend mandatory meetings, including, but not limited to, student conduct hearings, and residence hall and community meetings. Failure to satisfy the conditions of a sanction imposed as the result of a previous disciplinary hearing also constitutes defiance of authority.

CP. 32) FALSE INFORMATION AND MISREPRESENTATION: Students are prohibited from knowingly providing false information and/or making misrepresentations to any University or Housing official, including Campus Safety and Security, residence hall staff, or police/fire/emergency medical personnel.

CP.33) NON-RETALIATION: Students have the right to and are encouraged to report potential violations of University and Housing policy. Additionally, students have the right to pursue both internal disciplinary processes and/or charges through external law enforcement authorities free of any interference or retaliation by any member of the University community. Any retaliation under these circumstances is strictly prohibited and would result in a response by the Department of Housing and/or the University that could include, among other things, immediate imposition of disciplinary measures. Retaliation includes, but is not limited to, any conduct which interferes with the alleged victim's ability to pursue the allegations.

CP.34) INTERIM RESTRICTIONS: The Director of Housing, or his/her designee, may impose immediate restrictions on a student, pending disciplinary action or medical release from appropriate providers, when deemed appropriate, such as when there are sufficient facts to demonstrate that the student's continued presence on campus endangers the physical safety or well-being of others or himself or herself. This includes, but is not limited to, prohibiting or limiting access to a student's residence hall space, and restriction of communications with named individuals. Violations of interim restrictions constitute a serious violation of Housing policy and will result in immediate disciplinary action.

PRIVACY RIGHTS OF STUDENTS' EDUCATIONAL RECORDS: In accordance with the federal Family Education Rights and Privacy Act of 1974 (20 U.S.C. 1232g), regulations adopted hereunder (34 C.F.R. 99) and California Education Code Section 67 100 etseq., the Academy of Art University policy allows the release of personally identifiable information to others (except to verify student status) only with the student's prior consent or in the case an extreme emergency or where there is clear and imminent danger to the student, to others or to society.

PART IV: YOUR ACKNOWLEDGEMENT AND ACCEPTANCE

I hereby acknowledge that I have received and read, and I understand and agree to the terms and conditions contained in the Housing License Agreement. If I violate any of the terms of this documents, I understand I am also breaching my Housing License Agreement. Such violation may, at your sole discretion, cause me to be disciplined (including educational assignments, including, but not limited to, community service, reflection papers, or other projects), fined, and/or removal from housing.

I hereby authorize a signature submitted by me, by facsimile or other electronic transmission, to be as valid and binding as my original signature. Along with this License Agreement, I am submitting Five Hundred Dollars (\$500) to be used for the Five Hundred Dollar (\$500) Housing Deposit required by the Agreement

I agree to pay the total amount due (Rent) for my Premises on or before the license start date applicable to each semester.

1. I have read and understand the Liability provisions below

LIABILITY. Neither we, the Manager, our representative, nor our respective employees, officers, directors, agents, representatives and affiliates (collectively the "Released Parties"), will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommate(s). The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to you. **THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EARTHQUAKE, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY THEIR GROSS NEGLIGENCE. *We urge you to obtain your own insurance for losses due to such causes.*** YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.

Aaryn Goldberg
Print Name

[Handwritten Signature]
Signature

June 11, 2014
Date

*** Students Under Age 18 Must Have a Parent or Guardian Signature ***

Print Name (Parent/Guardian)

Signature

Date

EXHIBIT 5

Summary of Comments on Microsoft Word - SAN_FRANCISCO-#3666309-v20- AAU_Goldberg_MTD.docx

Page: 1

Author: wmcgrane Subject: Highlight Date: 10/5/2018 1:20:09 PM

JAMES J. BROSNAHAN (CA SBN 34555)
JBrosnahan@mfo.com
GEORGE C. HARRIS (CA SBN 111074)
GHarris@mfo.com
CLAUDIA MARIA VETESI (CA SBN 233485)
CVetesi@mfo.com
LUCIA X. ROIBAL (CA SBN 306721)
LRoibal@mfo.com
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, California 94105-2482
Telephone: 415.268.7000
Facsimile: 415.268.7522

Attorneys for Defendant
STEPHENS INSTITUTE, a California Corporation

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

BENNETT GOLDBERG, et al.,

Plaintiffs,

v.

STEPHENS INSTITUTE, a California
Corporation,

Defendant.

Case No. 4:16-cv-02613-JSW

**NOTICE OF MOTION AND MOTION;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
DEFENDANT STEPHENS
INSTITUTE'S MOTION TO DISMISS
COMPLAINT AND TO STRIKE**

Hearing Date: August 26, 2016
Time: 9:00 a.m.
Judge: Hon. Jeffrey S. White
Action Filed: May 13, 2016

(citation omitted); accord *Capella Photonics, Inc. v. Cisco Sys., Inc.*, 77 F. Supp. 3d 850, 865 (N.D. Cal. 2014). Plaintiffs do not allege that members of the public were likely to be deceived by the Academy's alleged misrepresentations. Accordingly, they fail to state a plausible claim under the UCL's fraudulent prong, much less a claim with sufficient specificity to survive Rule 9(b).

C. Plaintiffs Have Not Stated and Cannot State a Claim Based on Violation of the Rent Ordinance.

Plaintiffs' Complaint fails for another reason: all of their claims are based on the allegation that the Academy has falsely represented that its buildings used for student housing are exempt from San Francisco's rent ordinance. But as a matter of law, the alleged representation is not false. Plaintiffs' buildings are "dormitories," which are expressly exempt from the rent ordinance. Plaintiffs' claims therefore fail.

The rent ordinance is codified in Section 37 of the San Francisco Administrative Code. Section 37.2 provides that "rental units," which are subject to the ordinance's restrictions, "shall not include . . . dormitories owned and operated by an institution of higher education . . . S.F. Admin. Code § 37.2(r)(3). Plaintiffs allege that because the Academy, according to the City Attorney's complaint, did not obtain proper land use permitting for its student housing, it did not operate "dormitories" within the meaning of the rent ordinance. But nothing in the ordinance suggests that the definition of "dormitory" depends on land use permitting.

The rent ordinance does not define "dormitories." And "unless otherwise defined, words will be interpreted as taking their ordinary, contemporary, common meaning." *Preap v. Johnson*, 303 F.R.D. 566, 575 (N.D. Cal. 2014), appeal dismissed (9th Cir. Jan. 6, 2015), see also

People v. Ramirez, 45 Cal. 4th 989, 987 (2009), as modified (Mar. 18, 2009). The Merriam-Webster dictionary defines "dormitory" as "a building on a school campus that has rooms where students can live" or "a large room with many beds where people can sleep."³ Here, as alleged in the Complaint, the Academy operated buildings with "Student Rental Units" where students lived

³ See <http://www.merriam-webster.com/dictionary/dormitory>.

1 and slept. Nothing in the ordinance suggests that the term "dormitories" has a technical permit-
2 based meaning or should be given anything other than its ordinary meaning.

3 In fact, Plaintiffs' Complaint implicitly acknowledges that the Academy operated
4 dormitories within the meaning of the rent ordinance. Plaintiffs use the word "dormitory" and
5 "student housing" interchangeably in their Complaint. (See Compl. ¶ 8.) They also clarify that
6 the term "dormitory" as they use it is the same as "defined in the City Attorney Complaint." (*Id.*
7 ¶ 6.) Although the City Attorney's complaint does not define the term, it also uses "dormitory"
8 interchangeably with "Student Housing." (See, e.g., *People Compl.* ¶ 109 (noting the Academy
9 began to use one of its buildings as "Student Housing for an Educational Institution in 1998" and
10 that it currently uses the space as a "co-ed dormitory with 24 residential rooms, housing up to
11 53 students").)

12 Similarly, the Planning Code defines Student Housing as "a living space for students of
13 accredited post-secondary Educational Institutions that may take the form of dwelling units,
14 group housing, or an SRO, and is owned, operated, or otherwise controlled by an accredited post-
15 secondary Educational Institution, as defined in Section 209.3(i) of this Code." S.F. Planning
16 Code § 102.36. Contrary to Plaintiffs' theory, this definition does not include a land use
17 permitting requirement. The Academy's housing meets the definition of Student Housing under
18 the Planning Code, as it constitutes "living space[s] for students of [an] accredited post-secondary
19 Educational Institution] . . . owned, operated, or otherwise controlled by [the . . . Institution."
20 *Id.*

21 Each of Plaintiffs' causes of action rests on the premise that the rent ordinance applies.
22 (See Compl. ¶¶ 17-20 (requesting declaratory relief that the Academy's properties are subject to
23 the rent ordinance), 21-22 (claiming the Academy's "misrepresentations" regarding the
24 applicability of the rent ordinance violate the FAL), 25 (alleging the Academy engaged in
25 unlawful business practices under the UCL because it violated the rent ordinance, fraudulent and
26 deceptive business practices because it misrepresented the applicability of the rent ordinance, and
27 unfair business practices because its misrepresentations "violate the letter and public policy of
28 [the] rent ordinance").) It does not. Because the Academy operates "dormitories" within the

1 meaning of the rent ordinance. Plaintiffs cannot state a claim for relief. The Court should
 2 therefore dismiss Plaintiffs' Complaint. See *Cal-Tech Commc. ns, Inc. v. Los Angeles Cellular*
 3 *Tel. Co.*, 20 Cal. 4th 163, 184 (1999) (a plaintiff may not bring an action under the unfair
 4 competition law if some other provision bars it); *Kasky v. Nike, Inc.*, 27 Cal. 4th 939, 950-51
 5 (2002) (describing overlap in proving a violation of the FAL and UCL).

6 **D. Plaintiffs' Classwide Claims Are Overbroad.**

7 Plaintiffs' classwide allegations also fail. The Court should strike them as overbroad.
 8 Under Federal Rule of Civil Procedure 12(f), "this Court has authority to strike class
 9 allegations prior to discovery if the complaint demonstrates that a class action cannot be
 10 maintained." *Fitzsworth*, 720 F. Supp. 2d at 1146; *Hovespian*, 2009 WL 5069144, at *6 (striking
 11 class definition as part of motion to dismiss where it included members who suffered no injury
 12 and had no standing to sue). Such is the case here.

13 *First*, Plaintiffs' class consists of "all Academy students" who have ever entered into a
 14 Student Bed License with the Academy. (Compl. ¶ 12.) Not only does this definition lack any
 15 geographical parameters, but it is also overbroad based on the allegations in the Complaint.
 16 Plaintiffs make allegations with regard to only 17 buildings used by the Academy for student
 17 housing. (*Id.* ¶¶ 19 a-q.) Plaintiffs cannot seek to represent class members living in buildings not
 18 at issue in their lawsuit. See *Hovespian*, 2009 WL 5069144, at *6.

19 *Second*, Plaintiffs purport to represent a class of individuals who entered into a Standard
 20 Bed License with the Academy "at any time in the past." (Compl. ¶ 12.) The FAL and UCL
 21 prohibit this: the FAL has a three-year statute of limitations (Cal. Civ. Proc. Code § 338(fb)), and
 22 the UCL has a four-year statute of limitations (Cal. Bus. & Prof. Code § 17208). The Court
 23 should strike Plaintiffs' temporally overbroad class definition. See *Torren*, 2015 WL 4335076,
 24 at *4 (striking class definition purported to extend beyond the statute of limitations).

25 **VI. CONCLUSION**

26 For the foregoing reasons, the Academy respectfully requests that the Court grant without
 27 leave to amend its motion to dismiss all claims and strike Plaintiffs' classwide allegations.

EXHIBIT 6

ORDINANCE NO. 188-12

7/1/02/2012

FILE NO. 111374

1 [Planning Code - Creating a New Definition of Student Housing]

2
3 Ordinance amending the San Francisco Planning Code by: 1) adding a new Section
4 102.36 to create a definition of Student Housing; 2) amending Section 124 to create a
5 new subsection (k), to permit additional square footage above the floor area ratio limits
6 for student housing projects in buildings in the C-3-G and C-3-S Districts, that are not
7 designated as significant or contributory pursuant to Article 11; 3) amending Section
8 135(d)(2) to adjust the minimum open space requirements for dwelling units that do not
9 exceed 350 square feet, plus a bathroom; 4) amending Section 207.6(b)(3) to exempt
10 student housing from the unit mix requirement in RTO, NCT, DTR and Eastern
11 Neighborhoods Mixed Used Districts; 5) amending Section 307 to permit the
12 conversion of student housing into residential uses, when certain conditions are met;
13 6) amending Section 312 to require notice for a change of use to group housing; 7)
14 amending Section 317 to prohibit the conversion of residential units into student
15 housing, except in specified circumstances; 8) amending Section 401 to make
16 conforming amendments; 9) amending Section 415.3 to make conforming amendments
17 and to simplify the monitoring responsibilities of the Mayor's Office of Housing; 10)
18 amending Tables 814, 840, 841, 842, and 843 to make conforming amendments; and 11)
19 making findings, including environmental findings and findings of consistency with the
20 priority policies of Planning Code Section 101.1 and the General Plan.

21 NOTE: Additions are single-underline italics Times New Roman;
22 deletions are ~~strike-through italics Times New Roman~~;
23 Board amendment additions are double-underline;
24 Board amendment deletions are strike-through-normal.

25 Be it obtained by the People of the City and County of San Francisco:

Supervisor/Member
BOARD OF SUPERVISORS

SEC. 317. LOSS OF DWELLING UNITS THROUGH MERGER, CONVERSION, AND DEMOLITION.

(b)(1) "Conversion of Residential Unit" shall mean the removal of cooking facilities in a Residential Unit or the change of occupancy (as defined and regulated by the Building Code), or the change of use (as defined and regulated by the Planning Code), of any Residential Unit to a non-residential use. The change of occupancy from a dwelling unit, group housing, or SKO to Student Housing is also considered a conversion of a residential unit. Notwithstanding the foregoing, the change of use or occupancy of a dwelling unit, group housing, or SKO to Student Housing is not considered a conversion of a residential unit if the dwelling unit, group housing or SKO will be Student Housing owned, operated or otherwise controlled by a not for profit, post-secondary Educational Institution and (i) it was built by the post-secondary Educational Institution; (ii) it is in a convent, monastery, or similar religious order facility; (iii) it is on an adjoining lot (i.e., sharing the same lot line) to the post-secondary Educational Institution, so long as the lot has been owned by the post-secondary Educational Institution for at least ten years as of the effective date of this ordinance; or (iv) as of August 10, 2010, it was owned, operated or otherwise controlled by a post-secondary Educational Institution that had an Institutional Master Plan on file with the Planning Commission, and where the occupancy by those other than students at that date was less than 20% of the total occupancy. For purposes of determining occupancy, the post-secondary Educational Institution shall present to the Planning Department verified information regarding its rental or lease of units as of that date.

- (f) Loss of Residential Units Through Conversion.
- (1) Conversion of Residential Units not otherwise subject to Conditional Use authorization by this Code, shall be prohibited, unless the Planning Commission approves the building permit application at a Mandatory Discretionary Review hearing. The conversion of residential units to Student Housing is prohibited. For the purposes of this subsection, residential units that have been defined as such by the time a First Certificate of Occupancy has been issued by the Department of Building Inspection for new construction shall not be converted to Student Housing.

EXHIBIT 7

FILE NO. 130041 AMENDED IN BOARD 12/10/2013 ORDINANCE NO. 287-13

1 Planning Code - Conversion, Demolition, Merger, Conversion and Conformity of Residential
2 Units]

3 Ordinance amending the Planning Code to revise the criteria for residential demolition,
4 conversion, and merger and conversion, and to standardize those definitions across
5 use districts and prohibit residential mergers where certain evictions of tenants have
6 occurred; establish a strong presumption in favor of preserving dwelling units in
7 enforcement of Code requirements; and making environmental findings and findings of
8 consistency with the General Plan and the eight priority policies of Planning Code
9 Section 101.1.

10 NOTE: Unchanged Code text and uncodified text are in plain Arial font.
11 Additions to Codes are in single-underline italics Times New Roman font.
12 Board amendment additions are in double-underlined Arial font.
13 Board amendment deletions are in strikethrough-Arial font.
14 Asterisks (" * * ") indicate the omission of unchanged Code
15 subsections or parts of tables.

16 Be it ordained by the People of the City and County of San Francisco:

17 Section 1. Findings.

18 (a) The Planning Department has determined that the actions contemplated in this
19 ordinance comply with the California Environmental Quality Act (California Public Resources
20 Code Sections 21000 et seq.). Said determination is on file with the Clerk of the Board of
21 Supervisors in File No. 130041 and is incorporated herein by reference.

22 (b) On July 18, 2013, the Planning Commission, in Resolution No. 18927, adopted
23 findings that the actions contemplated in this ordinance are consistent, on balance, with the
24 City's General Plan and eight priority policies of Planning Code Section 101.1. The Board
25

1 residential units, and is a resource in need of protection. Therefore, a public hearing will be
 2 held prior to approval of any permit that would remove existing housing, with certain
 3 exceptions, as described below. The Planning Commission shall develop a Code
 4 Implementation Document setting forth procedures and regulations for the implementation of
 5 this Section 317 as provided further below. The Zoning Administrator shall modify economic
 6 criteria related to property values and construction costs in the Implementation Document as
 7 warranted by changing economic conditions to meet the intent of this Section.

8 (b) **Definitions.** For the purposes of this Section 317, the terms below shall be defined
 9 as follows:

10 (1) "~~Residential Conversion of Residential Unit~~" shall mean the removal of cooking
 11 facilities in a Residential Unit or the change of occupancy (as defined and regulated by the
 12 Building Code), or the change of use (as defined and regulated by the Planning Code), of any
 13 Residential ~~Use or Live-Work Unit~~ to a non-residential use. This definition shall not apply to
 14 conversions of residential hotels, as defined and regulated in Chapter 4.1 of the San Francisco
 15 Administrative Code. The change of occupancy from a dwelling unit, group housing, or SRO
 16 to Student Housing is also considered a conversion of a residential unit. Notwithstanding
 17 the foregoing, the change of use or occupancy of a dwelling unit, group housing, or SRO to
 18 Student Housing is not considered a conversion of a residential unit if the dwelling unit,
 19 group housing or SRO will be Student Housing owned, operated or otherwise controlled by a
 20 not for profit post-secondary Educational Institution and

- 21 (i) ~~it was built by the post-secondary Educational Institution;~~
- 22 (ii) ~~it is in a convent, monastery, or similar religious order facility;~~
- 23 (iii) ~~it is on an adjoining lot (i.e., sharing the same lot line) to the post-~~
- 24 secondary Educational Institution, so long as the lot has been owned by the post-secondary
- 25

EXHIBIT 8

FILE NO. 140775 ORDINANCE NO. 219-14

1 [Planning Code - Amending Definition of Residential Unit and Residential Conversion
2 Requirements]
3 Ordinance amending the Planning Code to amend the definition of Residential Unit and
4 clarify the requirements for a Residential Conversion of a Residential Hotel Unit
5 regulated under Administrative Code, Chapter 41; and making environmental findings,
6 and findings of consistency with the General Plan, and the eight priority policies of
7 Planning Code, Section 101.1.

8 NOTE: Unchanged Code text and uncodified text are in plain Arial font.
9 Additions to Codes are in *single-underline Italics Times New Roman font*.
10 Deletions to Codes are in *single-through Italics Times New Roman font*.
11 Board amendment additions are in *double-underline Arial font*.
12 Board amendment deletions are in *strike-through Arial font*.
13 Asterisks (* * *) indicate the omission of unchanged Code
14 subsections or parts of tables.

15 Be it ordained by the People of the City and County of San Francisco:

16 Section 1. Findings

17 (a) The Planning Department has determined that the actions contemplated in this
18 ordinance comply with the California Environmental Quality Act (California Public Resources
19 Code Sections 21000 et seq.). Said determination is on file with the Clerk of the Board of
20 Supervisors in File No. 140775 and is incorporated herein by reference.

21 (b) On September 18, 2014, the Planning Commission, in Resolution No. 19238,
22 adopted findings that the actions contemplated in this ordinance are consistent, on balance,
23 with the City's General Plan and eight priority policies of Planning Code Section 101.1. The
24 Board adopts these findings as its own. A copy of said Resolution is on file with the Clerk of
25 the Board of Supervisors in File No. 140775, and is incorporated herein by reference.

(c) Pursuant to Planning Code Section 302, this Board finds that this Planning
Code Amendment will serve the public necessity, convenience, and welfare for the reasons

1 set forth in Planning Commission Resolution No. 19238 and the Board incorporates such
2 reasons herein by reference.

3 Section 2. The Planning Code is hereby amended by revising Subsections 317(b) and
4 317(f) to read as follows:

5 * * *

6 (b) Definitions. For the purposes of this Section 317, the terms below shall be defined
7 as follows:

8 (1) "Residential Conversion" shall mean the removal of cooking facilities, ~~from a~~
9 ~~Residential Unit or the change of occupancy (as defined and regulated by the Building Code),~~
10 ~~or the change of use (as defined and regulated by the Planning Code), of any Residential Use~~
11 ~~or Live-Work Unit to a non-residential or Student Housing use. The change of occupancy from a~~
12 ~~dwelling unit, group housing, or SRO to Student Housing is also considered a conversion of a~~
13 ~~Residential Unit. Notwithstanding the foregoing, the change of use or occupancy of a dwelling unit,~~
14 ~~group housing, or SRO to Student Housing is not considered a conversion of a Residential Unit if the~~
15 ~~dwelling unit, group housing, or SRO will be Student Housing owned, operated or otherwise controlled~~
16 ~~by a not-for-profit post-secondary Educational Institution and~~

17 ~~----- (1) - it was built by the post-secondary Educational Institution;~~

18 ~~----- (2) - it is in a convent, monastery, or similar religious order facility;~~

19 ~~----- (3) - it is on an adjoining lot (i.e., sharing the same lot line) to the post-secondary~~
20 ~~Educational Institution, so long as the lot has been owned by the post-secondary Educational~~

21 ~~Institution for at least ten years as of the effective date of Ordinance 188-12; or~~

22 ~~----- (4) - as of August 10, 2010, it was owned, operated or otherwise controlled by a post-~~
23 ~~secondary Educational Institution that had an Institutional Master Plan on file with the Planning~~
24 ~~Commission, and where the occupancy by those other than students at that date was less than 20% of~~
25 ~~the total occupancy. For purposes of determining occupancy, the post-secondary Educational~~

- 1 (A) whether conversion of the unit(s) would eliminate only owner
- 2 occupied housing, and if so, for how long the unit(s) proposed to be removed were owner
- 3 occupied;
- 4 (B) whether Residential Conversion would provide desirable new non-
- 5 residential use(s) appropriate for the neighborhood and adjoining district(s);
- 6 (C) in districts where Residential Uses are not permitted, whether
- 7 Residential Conversion will bring the building closer into conformance with the uses permitted
- 8 in the zoning district;
- 9 (D) whether conversion of the unit(s) will be detrimental to the City's
- 10 housing stock;
- 11 (E) whether conversion of the unit(s) is necessary to eliminate design,
- 12 functional, or habitability deficiencies that cannot otherwise be corrected;
- 13 (F) whether the Residential Conversion will remove Affordable Housing,
- 14 or units subject to the Rent Stabilization and Arbitration Ordinance.
- 15 (G) Planning Commission approval shall not be required for the change of use or
- 16 occupancy of a dwelling unit, group housing, or SRO to Student Housing if the dwelling unit, group
- 17 housing or SRO will be Student Housing owned, operated or otherwise controlled by a not for profit
- 18 post-secondary Educational Institution and
- 19 (A) it was built by the post-secondary Educational Institution,
- 20 (B) it is in a convent, monastery, or similar religious order facility,
- 21 (C) it is on an adjoining lot (i.e. sharing the same lot line) to the post-secondary
- 22 Educational Institution, so long as the lot has been owned by the post-secondary Educational
- 23 Institution for at least ten years as of the effective date of Ordinance 188-12, or
- 24 (D) as of August 10, 2010, it was owned, operated or otherwise controlled by a
- 25 post-secondary Educational Institution that had an Institutional Master Plan on file with the Planning

EXHIBIT 9

Summary of Comments on o0033--16.pdf

Page: 1

Author: wmcgrane Subject: Highlight Date: 10/8/2018 4:22:09 PM

FILE NO. 160345 AMENDED IN BOARD 3/1/2016 ORDINANCE NO. 33-16

1 [Planning, Building Codes - Conditional Use Required to Remove Any Residential Unit,
2 including an illegal ~~Unauthorized Unit~~]

3 Ordinance amending the Planning Code to require Conditional Use authorization for
4 the removal of any residential unit (whether authorized legal or unauthorized illegal)
5 and to exempt from the Conditional Use application requirement unauthorized illegal
6 units where there is no legal path for legalization, and residential units that have
7 received prior Planning approval, and single-family homes that are demonstrably
8 unaffordable or unsound; amending the Building Code to require that notices of
9 violation mandate order the filing of an application to legalize legalization of an
10 unauthorized illegal unit unless infeasible under the Building Code, or the Planning
11 Commission approves its removal, or a serious and imminent hazard exists on the
12 property and requiring re-issuance of unabated notices of violation to include the new
13 requirement; affirming the Planning Department's determination under the California
14 Environmental Quality Act; and making findings of consistency with the General Plan,
15 Planning Code Section 302, and the eight priority policies of Planning Code Section
16 101.1.

17 NOTE: Unchanged Code text and uncodified text are in plain Arial font.
18 Additions to Codes are in single-underline Italics Times New Roman font.
19 Deletions to Codes are in strikethrough Italics Times New Roman font.
20 Board amendment additions are in double-underlined Arial font.
21 Asterisks (* * *) indicate the omission of unchanged Code
22 subsections or parts of tables.

23 Be it ordained by the People of the City and County of San Francisco:

24 Section 1. Findings.

25 Supervisor Avellar
BOARD OF SUPERVISORS

1 Implementation Document with regard to Residential Demolition, the criteria of Section 1095
2 shall apply to projects subject to review under the requirements of Article 10 with regard to the
3 structure itself

4 (e) Conversion to Student Housing. The conversion of Residential Units to Student
5 Housing is prohibited. For the purposes of this subsection, Residential Units that have been defined as
6 such by the time a First Certificate of Occupancy has been issued by the Department of Building
7 Inspection for new construction shall not be converted to Student Housing.

8 (f) Residential Merger. The Merger of Residential Units, not otherwise subject to
9 Conditional Use authorization by this Code, shall be prohibited.

10 (g) Conditional Use Criteria.

11 (1) C-3 Districts. When considering whether to grant Conditional Use authorization
12 for the loss or Removal of Residential or Unauthorized Units(s) in the C-3 districts, in lieu of the criteria
13 set forth in Planning Code Section 303, consideration shall be given to the adverse impact on the
14 public health, safety, and general welfare of the loss of housing stock in the district and to any
15 unreasonable hardship to the applicant if the permit is denied.

16 * * *

17 (e) (2) Residential Merger.

18 (1) The Merger of Residential Units, not otherwise subject to Conditional Use
19 authorization by this Code, shall be prohibited, unless the Planning Commission approves the building
20 permit application at a Mandatory Discretionary Review hearing, applying the criteria in subsection
21 (2) below, or the project qualifies for administrative approval and the Planning Department approves
22 the project administratively in accordance with subsection (3) below.

23 (2) The Planning Commission shall consider the following criteria in the
24 review of applications to merge Residential Units or Unauthorized Units.

EXHIBIT 10

Summary of Comments on BATES RJN004022-004090 FIRST Amended Complaint in City Case.pdf

Page: 1

Author: wmcgrane Subject: Highlight Date: 10/8/2018 2:44:34 PM

RJN004022

ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

07/01/2016
Clerk of the Court

BY: **SEANAY RUSK**
Deputy Clerk

DENNIS J. HERRERA, State Bar #139669
City Attorney
RONALD P. FLYNN, State Bar #184186
Chief Deputy City Attorney
THOMAS S. LAKRITZ, State Bar #161234
Chief Attorney, Neighborhood and Resident Safety Division
YVONNE R. MERE, State Bar #173594
Chief of Complex and Affirmative Litigation
VICTORIA L. WEATHERFORD, State Bar #267499
Deputy City Attorney
Fox Plaza
1390 Market Street, Sixth Floor
San Francisco, California 94102-5408
Telephone: (415) 554-3963
Facsimile: (415) 437-4644
E-Mail: tom.lakritz@sfgov.org

Attorneys for Plaintiffs
PEOPLE OF THE STATE OF CALIFORNIA, and
CITY AND COUNTY OF SAN FRANCISCO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

Case No. CGC-16-551832

**FIRST AMENDED COMPLAINT FOR
INJUNCTIVE AND OTHER RELIEF**

[REAL PROPERTY]

Type of Case: Other Complaint (42)

PEOPLE OF THE STATE OF CALIFORNIA,
ex rel. DENNIS J. HERRERA, City Attorney
for the City and County of San Francisco, and
CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation,

Plaintiffs,

vs.

STEPHENS INSTITUTE, d/b/a ACADEMY
OF ART UNIVERSITY, a California
corporation; 2300 STOCKTON STREET,
LLC, a Delaware limited liability company;
1916 OCTAVIA STREET, LLC, a Delaware
limited liability company; 1153 BUSH
STREET, LLC, a Delaware limited liability
company; 2209 VAN NESS AVENUE, LLC, a
Delaware limited liability company; 1835
VAN NESS AVENUE, LLC, a Delaware
limited liability company; 1080 BUSH
STREET, LLC, a Delaware limited liability
company; 1069 PINE STREET, LLC, a
Delaware limited liability company; 1055
PINE STREET, LLC, a Delaware limited
liability company; 60 FEDERAL STREET,
LLC, a Delaware limited liability company;

FAC for Injunctive & Other Relief, Case No. CGC-16-551832

e:\sdober\03\2016\1611890\118999.docx

1 ("NOVPD") finding that the Defendants AAU and 1916 OCTAVIA STREET, LLC violated the
 2 Planning Code through their unlawful conversion and use of 1916 Octavia Street. In that NOVPD, the
 3 Zoning Administrator acknowledged that the "voluntary tolling of the assessment of penalties as noted
 4 above shall in no way affect the ability of the City or any other governmental authority to enforce any
 5 other applicable local, state or federal laws against AAU properties."

6 100. Defendant AAU appealed the March 31, 2016 NOVPD regarding 1916 Octavia Street.
 7 On June 22, 2016, the San Francisco Board of Appeals voted to uphold the March 31, 2016 NOVPD
 8 regarding 1916 Octavia Street.

9 101. Defendants AAU and 1916 OCTAVIA STREET, LLC's conversion, maintenance and
 10 continued use of 1916 Octavia Street as Student Housing for an Educational Institutional use violates
 11 the Planning Code. Moreover, Defendants AAU and 1916 OCTAVIA STREET, LLC have
 12 represented and continue to represent that 1916 Octavia Street could lawfully be used as Student
 13 Housing. Similarly, Defendants AAU and 1916 OCTAVIA STREET, LLC have represented and
 14 continue to represent that 1916 Octavia Street could lawfully be used as part of an Educational
 15 Institution. Furthermore, on information and belief, Defendants AAU and 1916 OCTAVIA STREET,
 16 LLC have represented and continue to represent that 1916 Octavia Street was not subject to San
 17 Francisco Rent Stabilization and Arbitration Ordinance, and that students could and were required to
 18 waive their tenants' rights in order to live at 1916 Octavia Street.

19 102. Currently, the only way to legalize the use at 1916 Octavia Street is to change the text
 20 of the Planning Code, and then secure a building permit and conditional use authorization, S.F.
 21 Planning Code §§ 171, 209.1, 303, 317.

22 103. In addition, since at least April 28, 2011, Defendants AAU and 1916 OCTAVIA
 23 STREET, LLC added a canopy and business sign on the property. The addition of the canopy and
 24 business sign required a building permit. S.F. Building Code § 106A.1.9; S.F. Planning Code § 604.
 25 Defendants AAU and 1916 OCTAVIA STREET, LLC never obtained the required building permits
 26 for the installation of a canopy and business sign at 1916 Octavia Street. Defendants AAU and
 27 1916 OCTAVIA STREET, LLC have continuously maintained the canopy and business sign at
 28 1916 Octavia Street since its installation in violation of the San Francisco Building Code ("Building

Code*) and Planning Code. S.F. Building Code § 106A.1.9; S.F. Planning Code § 604.

1153 Bush Street

104. 1153 Bush Street is in a RC-4 (Residential/Commercial High Density) Zoning District, S.F. Planning Code § 209.3. The RC-4 Zoning District is intended to protect predominant residential uses, while permitting neighborhood-serving commercial uses that will not generate excessive vehicular traffic.

105. Prior to 2014, 1153 Bush Street was used as a residential structure.

106. In 2014, Defendant AAU began to use 1153 Bush Street, as Student Housing for an Educational Institution. Defendant AAU currently uses the space as the "Frank Lloyd Wright Gender Neutral Hall," with 15 living units, housing up to 38 students.

107. The Department has repeatedly notified Defendants AAU and 1153 BUSH STREET, LLC that their use of 1153 Bush Street violates the Planning Code. On March 31, 2016, the

Department through the Zoning Administrator, issued a NOVPD finding that the Defendants AAU and 1153 BUSH STREET, LLC violated the Planning Code through their unlawful conversion and use of 1153 Bush Street. In that NOVPD, the Zoning Administrator acknowledged that the "voluntary tolling of the assessment of penalties as noted above shall in no way affect the ability of the City or any other governmental authority to enforce any other applicable local, state or federal laws against AAU properties."

108. Defendant AAU appealed the March 31, 2016 NOVPD regarding 1153 Bush Street. On June 22, 2016, the San Francisco Board of Appeals voted to uphold the March 31, 2016 NOVPD regarding 1153 Bush Street.

109. Defendants AAU and 1153 BUSH STREET, LLC's conversion, maintenance and continued use of 1153 Bush Street as Student Housing for an Educational Institution violates the Planning Code. Moreover, Defendants AAU and 1153 BUSH STREET, LLC have represented and continue to represent that 1153 Bush Street could lawfully be used as Student Housing. Similarly, Defendants AAU and 1153 BUSH STREET, LLC have represented and continue to represent that 1153 Bush Street could lawfully be used as part of an Educational Institution. Furthermore, on information and belief, Defendants AAU and 1153 BUSH STREET, LLC have represented and

1 continue to represent that 1153 Bush Street was not subject to San Francisco Rent Stabilization and
 2 Arbitration Ordinance, and that students could and were required to waive their tenants' rights in order
 3 to live at 1153 Bush Street.

4 110. Currently, the only way to legalize the use at 1153 Bush Street is to change the text of
 5 the Planning Code, and then secure a building permit and conditional use authorization. S.F. Planning
 6 Code §§ 171, 209.3, 303, 317.

7 *2209 Van Ness Avenue*

8 111. 2209 Van Ness Avenue is in a RC-3 (Residential/Commercial Medium Density)
 9 Zoning District. S.F. Planning Code § 209.3. The RC-3 Zoning District is devoted to apartment
 10 buildings of six, eight, 10 or more units.

11 112. Prior to 1998, 2209 Van Ness Avenue was used as the International Institute of
 12 San Francisco serving immigrants and various other retail uses. The last legal use was as a single-
 13 family residence.

14 113. Defendant AAU began to use 2209 Van Ness Avenue as Student Housing for an
 15 Educational Institution in 1998. Defendant AAU currently uses the space as the "Mary Cassatt
 16 Residence Hall," a co-ed dormitory with 24 residential rooms, housing up to 53 students.

17 114. The Department has repeatedly notified Defendants AAU and 2209 VAN NESS
 18 AVENUE, LLC that their use of 2209 Van Ness Avenue violates the Planning Code. On
 19 April 7, 2016, the Department through the Zoning Administrator issued a NOVPD finding that the
 20 Defendants AAU and 2209 VAN NESS AVENUE, LLC violated the Planning Code through their
 21 unlawful conversion and use of 2209 Van Ness Avenue. In that NOVPD, the Zoning Administrator
 22 acknowledged that the "voluntary rolling of the assessment of penalties as noted above shall in no way
 23 affect the ability of the City or any other governmental authority to enforce any other applicable local,
 24 state or federal laws against AAU properties."

25 115. Defendant AAU appealed the April 7, 2016 NOVPD regarding 2209 Van Ness Avenue.
 26 On June 22, 2016, the San Francisco Board of Appeals voted to uphold the April 7, 2016 NOVPD
 27 regarding 2209 Van Ness Avenue.

28 116. Defendants AAU and 2209 VAN NESS AVENUE, LLC's conversion, maintenance

1 and continued use of 2209 Van Ness Avenue as Student Housing for an Educational Institutional use
 2 violates the Planning Code. Moreover, Defendants AAU and 2209 VAN NESS AVENUE, LLC have
 3 represented and continue to represent that 2209 Van Ness could lawfully be used as Student Housing.
 4 Similarly, Defendants AAU and 2209 VAN NESS AVENUE, LLC have represented and continue to
 5 represent that 2209 Van Ness Avenue could lawfully be used as part of an Educational Institution.
 6 Furthermore, on information and belief, Defendants AAU and 2209 VAN NESS AVENUE, LLC have
 7 represented and continue to represent that 2209 Van Ness Avenue was not subject to San Francisco
 8 Rent Stabilization and Arbitration Ordinance, and that students could and were required to waive their
 9 tenants' rights in order to live at 2209 Van Ness Avenue.

10 117. Currently, the only way to legalize the use at 2209 Van Ness Avenue is to change the
 11 text of the Planning Code, and then secure a building permit and conditional use authorization. S.F.
 12 Planning Code §§ 171, 209.3, 303, 317.

1080 Bush Street

13
 14 118. 1080 Bush Street is in a RC-4 (Residential/Commercial High Density) Zoning District.
 15 S.F. Planning Code § 209.3. The RC-4 Zoning District is intended to protect predominant residential
 16 uses, while permitting neighborhood-serving commercial uses that will not generate excessive
 17 vehicular traffic.

18 119. Prior to 1999, 1080 Bush Street was used as a 42-unit apartment house.
 19 120. Defendant AAU began to use 1080 Bush Street as Student Housing for an Educational
 20 Institution in 1999. Defendant AAU currently uses the space as the "Leonardo daVinci Apartments,"
 21 42 apartment-style units and 15 single-room units with communal spaces, housing up to 222 students.
 22 121. The Department has repeatedly notified Defendants AAU and 1080 BUSH STREET,
 23 LLC that their use of 1080 Bush Street violates the Planning Code. On March 31, 2016, the
 24 Department through the Zoning Administrator issued a NOVDP finding that the Defendants AAU and
 25 1080 BUSH STREET, LLC violated the Planning Code through their unlawful conversion and use of
 26 1080 Bush Street. In that NOVDP, the Zoning Administrator acknowledged that the "voluntary
 27 tolling of the assessment of penalties as noted above shall in no way affect the ability of the City or
 28 any other governmental authority to enforce any other applicable local, state or federal laws against

AAU properties."

122. Defendant AAU appealed the March 31, 2016 NOVPD regarding 1080 Bush Street. On June 22, 2016, the San Francisco Board of Appeals voted to uphold the March 31, 2016 NOVPD regarding 1080 Bush Street.

123. Defendants AAU and 1080 BUSH STREET, LLC's conversion, maintenance and use of 1080 Bush Street as Student Housing for an Educational Institutional use violates the Planning Code.

Moreover, Defendants AAU and 1080 BUSH STREET, LLC have represented and continue to represent that 1080 Bush Street could lawfully be used as Student Housing. Similarly, Defendants AAU and 1080 BUSH STREET, LLC have represented and continue to represent that 1080 Bush Street could lawfully be used as part of an Educational Institution.

Furthermore, on information and belief, Defendants AAU and 1080 BUSH STREET, LLC have represented and continue to represent that 1080 Bush Street was not subject to San Francisco Rent Stabilization and Arbitration Ordinance, and that students could and were required to waive their tenants' rights in order to live at 1080 Bush Street.

124. Currently, the only way to legalize this illegal use at 1080 Bush Street is to change the text of the Planning Code, and then secure a building permit and conditional use authorization. S.F. Planning Code §§ 171, 209.3, 303, 317

1055 Pine Street

125. 1055 Pine Street is in a RM-4 (Residential Mixed - High Density) Zoning District. S.F. Planning Code § 209.2. The RM-4 Zoning District is devoted almost exclusively to apartment buildings of high density while permitting neighborhood-serving commercial uses that will not generate excessive vehicular traffic.

126. Prior to 2000, 1055 Pine Street was used as St. Anthony's Elder Care facility.

127. In 2000, Defendant AAU began to use 1055 Pine Street as Student Housing for an Educational Institution. Defendant AAU currently uses the space as the "Auguste Rodin Men's Residence Hall," with 81 group housing rooms, housing up to 155 students.

128. The Department has repeatedly notified Defendants AAU and 1055 PINE STREET, LLC that their use of 1055 Pine Street violates the Planning Code. On March 31, 2016, the

1 Department through the Zoning Administrator issued a NOVPD finding that the Defendant AAU and
2 1055 PINE STREET, LLC violated the Planning Code through their unlawful conversion and use of
3 1055 Pine Street. In that NOVPD, the Zoning Administrator acknowledged that the "voluntary tolling
4 of the assessment of penalties as noted above shall in no way affect the ability of the City or any other
5 governmental authority to enforce any other applicable local, state or federal laws against AAU
6 properties."

7 129. Defendant AAU appealed the March 31, 2016 NOVPD regarding 1055 Pine Street. On
8 June 22, 2016, the San Francisco Board of Appeals voted to uphold the March 31, 2016 NOVPD
9 regarding 1055 Pine Street.

10 130. Defendants AAU and 1055 PINE STREET, LLC's conversion, maintenance and use of
11 1055 Pine Street as Student Housing for an Educational Institutional use violates the Planning Code.
12 Moreover, Defendants AAU and 1055 PINE STREET, LLC have represented and continue to
13 represent that 1055 Pine Street could lawfully be used as Student Housing. Similarly, Defendants
14 AAU and 1055 PINE STREET, LLC have represented and continue to represent that 1055 Pine Street
15 could lawfully be used as part of an Educational Institution. Furthermore, on information and belief,
16 Defendants AAU and 1055 PINE STREET, LLC have represented and continue to represent that 1055
17 Pine Street was not subject to San Francisco Rent Stabilization and Arbitration Ordinance, and that
18 students could and were required to waive their tenants' rights in order to live at 1055 Pine Street.

19 131. Currently, the only way to legalize the use at 1055 Pine Street is to change the text of
20 the Planning Code, and then secure a building permit and conditional use authorization. S.F. Planning
21 Code §§ 171, 209.2, 303, 317.

22 **860 Sutter Street**

23 132. 860 Sutter Street is in a RC-4 (Residential/Commercial High Density) Zoning District.
24 S.F. Planning Code § 209.3. The RC-4 Zoning District is intended to protect predominant residential
25 uses, while permitting neighborhood-serving commercial uses that will not generate excessive
26 vehicular traffic.

27 133. Prior to 2000, 860 Sutter Street was used as a mixed tourist and residential hotel called
28 the Beresford Manor.

134. In 2003, Defendant AAU began to use 860 Sutter Street as Student Housing for an Educational Institution. Defendant AAU currently uses the space as the "International House Residence Hall," with approximately 89 residential units, housing up to 182 students.

135. The Department has repeatedly notified Defendants AAU and 860 SUTTER STREET, LLC that their use of 860 Sutter Street violates the Planning Code. On April 7, 2016, the Department through the Zoning Administrator issued a NOVDP finding that the Defendants AAU and 860 SUTTER STREET, LLC violated the Planning Code through their unlawful conversion and use of 860 Sutter Street. In that NOVDP, the Zoning Administrator acknowledged that the "voluntary tolling of the assessment of penalties as noted above shall in no way affect the ability of the City or any other governmental authority to enforce any other applicable local, state or federal laws against AAU properties."

136. Defendant AAU appealed the April 7, 2016 NOVDP regarding 860 Sutter Street. On June 22, 2016, the San Francisco Board of Appeals voted to uphold the April 7, 2016 NOVDP regarding 860 Sutter Street.

137. Defendants AAU and 860 SUTTER STREET, LLC's conversion, maintenance and use of 860 Sutter Street as Student Housing for an Educational Institutional use violates the Planning Code. Moreover, Defendants AAU and 860 SUTTER STREET, LLC have represented and continue to represent that 860 Sutter Street could lawfully be used as Student Housing. Similarly, Defendants AAU and 860 SUTTER STREET, LLC have represented and continue to represent that 860 Sutter Street could lawfully be used as part of an Educational Institution. Furthermore, on information and belief, Defendants AAU and 860 SUTTER STREET, LLC have represented and continue to represent that 860 Sutter Street was not subject to San Francisco Rent Stabilization and Arbitration Ordinance, and that students could and were required to waive their tenants' rights in order to live at 860 Sutter Street.

138. Currently, the only way to legalize the use at 860 Sutter Street is to change the text of the Planning Code, and then secure a building permit and conditional use authorization. S.F. Planning Code §§ 171.209.3, 303, 317.

///

2211 Van Ness Avenue

139. 2211 Van Ness Avenue is in a RC-3 (Residential/Commercial Medium Density) Zoning District. S.F. Planning Code § 209.3. The RC-3 Zoning District is devoted to apartment buildings of six, eight, 10 or more units.

140. Prior to 2005, 2211 Van Ness Avenue was used as a two-family dwelling and restaurant.

141. In 2005, Defendant AAU began to use 2211 Van Ness Avenue as Student Housing for an Educational Institution. Defendant AAU currently uses the space as the "Ansel Adams Building," with 6 units housing approximately 23 graduate students in both apartment-style units with private kitchens and dormitory-style units with a communal kitchen.

142. The Department has repeatedly notified Defendants AAU and 2211 VAN NESS AVENUE, LLC that their use of 2211 Van Ness Avenue violates the Planning Code. On April 7, 2016, the Department through the Zoning Administrator issued a NOVPD finding that the Defendants AAU and 2211 VAN NESS AVENUE, LLC violated the Planning Code through their unlawful conversion and use of 2211 Van Ness Avenue. In that NOVPD, the Zoning Administrator acknowledged that the "voluntary talking of the assessment of penalties as noted above shall in no way affect the ability of the City or any other governmental authority to enforce any other applicable local, state or federal laws against AAU properties."

143. Defendant AAU appealed the April 7, 2016 NOVPD regarding 2211 Van Ness Avenue. On June 22, 2016, the San Francisco Board of Appeals voted to uphold the April 7, 2016 NOVPD regarding 2211 Van Ness Avenue.

144. Defendants AAU and 2211 VAN NESS AVENUE, LLC's conversion, maintenance, and use of 2211 Van Ness Avenue as Student Housing for an Educational Institutional use violates the Planning Code. Moreover, Defendants AAU and 2211 VAN NESS AVENUE, LLC have represented and continue to represent that 2211 Van Ness Avenue could lawfully be used as Student Housing. Similarly, Defendants AAU and 2211 VAN NESS AVENUE, LLC have represented and continue to represent that 2211 Van Ness Avenue could lawfully be used as part of an Educational Institution.

Furthermore, on information and belief, Defendants AAU and 2211 VAN NESS AVENUE, LLC have

1 represented and continue to represent that 2211 Van Ness Avenue was not subject to San Francisco
2 Rent Stabilization and Arbitration Ordinance, and that students could and were required to waive their
3 tenants' rights in order to live at 2211 Van Ness Avenue.

4 145. Currently, the only way to legalize the use at 2211 Van Ness Avenue is to change the
5 text of the Planning Code, and then secure a building permit and conditional use authorization. S.F.
6 Planning Code §§ 171, 209.3, 303, 317.

7 146. In addition, since at least April 28, 2011, Defendants AAU and
8 2211 VAN NESS AVENUE, LLC added a business sign to the property. The addition of the business
9 sign required a building permit. S.F. Building Code § 106A.1.9; S.F. Planning Code § 604.

10 Defendants AAU and 2211 VAN NESS AVENUE, LLC never obtained the required building permits
11 for the installation of a business sign at 2211 Van Ness Avenue. Defendants AAU and
12 2211 VAN NESS AVENUE, LLC have continuously maintained the canopy and business sign at
13 2211 Van Ness Avenue since its installation in violation of the Building and Planning Codes.

14 S.F. Building Code § 106A.1.9; S.F. Planning Code § 604.

15 **601 Brannan Street**

16 147. 601 Brannan Street is in a SALI (Service/Arts/Light Industrial) Zoning District and in
17 the Western SOMA Special Use District. S.F. Planning Code § 846. The SALI Zoning District is
18 largely comprised of low-scale buildings with production, distribution, and repair uses. "The district is
19 designed to protect and facilitate the expansion of existing general commercial, manufacturing, home
20 and business service, and light industrial activities, with an emphasis on preserving and expanding arts
21 activities." S.F. Planning Code § 846. No residential uses are permitted in SALI zoning districts. S.F.
22 Planning Code § 846.20-846.23.

23 148. Prior to 2007, 601 Brannan Street was used as offices for a private dotcom company.

24 149. In 2007, Defendant AAU began to use 601 Brannan Street as an Educational

25 Institution. Defendant AAU currently uses the space as classrooms, studios and labs, a computer
26 studio, a presentation area, and a machine shop.

27 150. The Department has repeatedly notified Defendants AAU and 601 BRANNAN

28 STREET, LLC that their use of 601 Brannan Street violates the Planning Code. On March 31, 2016,

1 their use of 620 Sutter Street violates the Planning Code. On April 7, 2016, the Department through
2 the Zoning Administrator issued a NOVPD finding that the Defendants AAU and 620 RSSE, LLC
3 violated the Planning Code through its unlawful conversion and use of 620 Sutter Street. In that
4 NOVPD, the Zoning Administrator acknowledged that the "voluntary tolling of the assessment of
5 penalties as noted above shall in no way affect the ability of the City or any other governmental
6 authority to enforce any other applicable local, state or federal laws against AAU properties."

7 224. Defendant AAU appealed the April 7, 2016 NOVPD regarding 620 Sutter Street. On
8 June 22, 2016, the San Francisco Board of Appeals voted to uphold the April 7, 2016 NOVPD
9 regarding 620 Sutter Street.

10 225. Defendants AAU and 620 RSSE, LLC's conversion, maintenance and continued use of
11 620 Sutter Street as an Educational Institutional use required a building permit. S.F. Building Code
12 § 106A.1.12; S.F. Planning Code §§ 171, 210.2. Because the building is a "Category I" Significant
13 Building of Individual Importance, the HPC must review and approve a Permit to Alter for exterior
14 and certain interior alterations. S.F. Planning Code §§ 1002, 1110(a).

15 226. Defendants AAU and 620 RSSE, LLC have never obtained required building permits
16 and approvals, nor conditional use authorization. Nonetheless, Defendants AAU and 620 RSSE, LLC
17 used, and continue to use, 620 Sutter Street as Student Housing for an Educational Institution in
18 violation of the Building and Planning Codes. S.F. Building Code § 106A.1.12; S.F. Planning Code
19 §§ 171, 210.2.

20 227. Defendants AAU and 620 RSSE, LLC have represented and continue to represent that
21 620 Sutter Street could lawfully be used as Student Housing. Similarly, Defendants AAU and 620
22 RSSE, LLC have represented and continue to represent that 620 Sutter Street could lawfully be used as
23 part of an Educational Institution. Furthermore, on information and belief, Defendants AAU and 620
24 RSSE, LLC have represented and continue to represent that 620 Sutter Street was not subject to San
25 Francisco Rent Stabilization and Arbitration Ordinance, and that students could and were required to
26 waive their tenants' rights in order to live at 620 Sutter Street.

27 228. In addition, since at least 2011, Defendants AAU and 620 RSSE, LLC have installed
28 and maintained business signs on the building. The addition of the business signs also required a

1 regarding 817-831 Sutter Street.

2 242. Defendants AAU and 825 SUTTER STREET, LLC's conversion, maintenance and
3 continued use of 817-831 Sutter Street as Student Housing for an Educational Institutional use
4 required a building permit and conditional use authorization. S.F. Planning Code §§ 171, 209.3, 303.

5 243. Defendants AAU and 825 SUTTER STREET, LLC have never obtained required
6 building permits and approvals, nor conditional use authorization. Nonetheless, Defendants AAU and
7 825 SUTTER STREET, LLC used and continue to use 817-831 Sutter Street as an Educational
8 Institution in violation of the Building and Planning Codes. S.F. Building Code § 106A.19, S.F.
9 Planning Code §§ 171, 209.3, 303.

10 244. Defendants AAU and 825 SUTTER STREET, LLC have represented and continue to
11 represent that 817-831 Sutter Street could lawfully be used as Student Housing. Similarly, Defendants
12 AAU and 825 SUTTER STREET, LLC have represented and continue to represent that 817-831 Sutter
13 Street could lawfully be used as part of an Educational Institution. Furthermore, on information and
14 belief, Defendants AAU and 825 SUTTER STREET, LLC have represented and continue to represent
15 that 817-831 Sutter Street was not subject to San Francisco Rent Stabilization and Arbitration
16 Ordinance, and that students could and were required to waive their tenants' rights in order to live at
17 817-831 Sutter Street.

18 *1727 Lombard Street*

19 245. 1727 Lombard Street is in a NC-3 (Moderate Scale Neighborhood Commercial) and a
20 RH-2 (Residential House Two-Family) Zoning District. S.F. Planning Code §§ 712, 209.1. The NC-3
21 and RH-2 Zoning Districts allow some group housing and institutional uses, a building permit and
22 conditional use authorization are required to permit such uses.

23 246. 1727 Lombard Street was the former 52-room tourist motel called the Star Motel.

24 247. In 2007, Defendant AAU began to use 1727 Lombard Street as Student Housing for an
25 Educational Institution. Defendant AAU currently uses the space as Student Housing, with an 81-bed
26 capacity.

27 248. The Department has repeatedly notified Defendants AAU and 1727 LOMBARD II,
28 LLC that their use of 1727 Lombard Street violates the Planning Code. On April 7, 2016, the

1 Department through the Zoning Administrator, issued a NOVPD finding that the Defendants AAU and
2 1727 LOMBARD II, LLC violated the Planning Code through their unlawful conversion and use of
3 1727 Lombard Street. In that NOVPD, the Zoning Administrator acknowledged that the "voluntary
4 tolling of the assessment of penalties as noted above shall in no way affect the ability of the City or
5 any other governmental authority to enforce any other applicable local, state or federal laws against
6 AAU properties."

7 249. Defendant AAU appealed the April 7, 2016 NOVPD regarding 1727 Lombard Street.
8 On June 22, 2016, the San Francisco Board of Appeals voted to uphold the April 7, 2016 NOVPD
9 regarding 1727 Lombard Street.

10 250. Defendants AAU and 1727 LOMBARD II, LLC's conversion, maintenance and
11 continued use of 1727 Lombard Street as Student Housing for an Educational Institutional use
12 required a building permit and conditional use authorization. S.F. Building Code § 106A.1.2; S.F.
13 Planning Code §§ 171, 209.1, 303.

14 251. Defendants AAU and 1727 LOMBARD II, LLC have never obtained required building
15 permits and approvals, nor conditional use authorization. Nonetheless, Defendants AAU and
16 1727 LOMBARD II, LLC used and continue to use 1727 Lombard Street as an Educational Institution
17 in violation of the Building and Planning Codes. S.F. Building Code § 106A.1.9; S.F. Planning Code
18 §§ 171, 209.3, 303.

19 252. Defendants AAU and 1727 LOMBARD II, LLC have represented and continue to
20 represent that 1727 Lombard Street could lawfully be used as Student Housing. Similarly, Defendants
21 AAU and 1727 LOMBARD II, LLC have represented and continue to represent that 1727 Lombard
22 Street could lawfully be used as part of an Educational Institution. Furthermore, on information and
23 belief, Defendants AAU and 1727 LOMBARD II, LLC have represented and continue to represent
24 that 1727 Lombard Street was not subject to San Francisco Rent Stabilization and Arbitration
25 Ordinance, and that students could and were required to waive their tenants' rights in order to live at
26 1727 Lombard Street.

27 **2225 Jerrold Avenue**

28 253. 2225 Jerrold Avenue is located in a PDR-2 (PDR-Core Production, Distribution, and

Author: wmcgrane Subject: Highlight Date: 10/8/2018 2:48:09 PM

Author: wmcgrane Subject: Highlight Date: 10/8/2018 2:48:16 PM

Author: wmcgrane Subject: Highlight Date: 10/8/2018 2:48:23 PM

• Deceiving the public, potential students, and students by representing that Defendant AAU was lawfully permitted to use certain properties as part of an Educational Institution;

• Deceiving the public, potential students, and students by representing that Defendant AAU was lawfully permitted to use certain properties as Student Housing;

• Deceiving the public, potential students, and students by representing that Defendant AAU was offering housing that was not subject to San Francisco Rent Stabilization and Arbitration Ordinance; and

• Deceiving the public, potential students, and students by representing that students could and were required to waive their tenants' rights in order to live in Defendant AAU's Student Housing.

300. As a direct and proximate result of the foregoing acts and practices, DEFENDANTS have received income, profits, and other benefits, which they would not have obtained if they had not engaged in the violations of Section 17200 described in this first amended complaint.

301. By engaging in a pattern and practice of violating the California Business and Professions Code, the California Civil Code, and Planning Code, DEFENDANTS were able to unfairly compete with other Educational Institutions and property owners with the City and County of San Francisco in the State of California.

302. Plaintiff PEOPLE are informed and believe, and based upon such information and belief, allege that as a direct result of these acts and omissions, DEFENDANTS have received or will receive income and other benefits which they would not have received if they had not engaged in the violations of Business and Professions Code section 17200 et seq. described in this first amended complaint.

303. Plaintiff PEOPLE have no adequate remedy at law in that damages are insufficient to protect the public from the harm caused by the conditions described in this first amended complaint.

304. Unless injunctive relief is granted to enjoin DEFENDANTS' unlawful, unfair and/or fraudulent practices, Plaintiff PEOPLE will suffer irreparable injury.

305. By engaging in the unlawful, unfair and/or fraudulent practices described in this first amended complaint, DEFENDANTS are each subject to civil penalties in the amount of \$2,500 for

EXHIBIT 11

Summary of Comments on Pleading

Page: 1

Author: wmcgrane Subject: Highlight Date: 10/8/2018 2:51:11 PM

1 WILLIAM McGRANE [057761]
2 McGRANE PC
3 Four Embarcadero Center, Suite 1400
4 San Francisco, CA 94111
5 Telephone: (415) 292-4807
6 Email: william.mcgrane@mcgranepc.com

7 MATTHEW J. SHIER [072638]
8 LINDA SORENSEN [072753]
9 shierkatz RLLP
10 930 Montgomery Street, 6th Floor
11 San Francisco, CA 94133
12 Telephone: (415) 691-7027
13 Email: mshierf@shierkatz.com

14 Attorneys for Bennett Goldberg and Linda Kuckuk in their joint capacities as ~~joint~~state successors
15 in interest to Aaryn Goldberg, an individual, on behalf of themselves and all ~~of~~others similarly
16 situated

17 UNITED STATES DISTRICT COURT
18 NORTHERN DISTRICT OF CALIFORNIA
19 SAN FRANCISCO DIVISION

20 Case No.
21 **CLASS ACTION**
22 **JURY TRIAL DEMANDED**
23 **RELIEF: VIOLATION OF**
24 **CALIFORNIA FALSE ADVERTISING**
25 **LAW; VIOLATION OF CALIFORNIA**
26 **UNFAIR COMPETITION LAW**

27 BENNETT GOLDBERG and LINDA
28 KUCKUK in their joint capacities as ~~in~~terstate
successors in interest to Aaryn Goldberg, an
individual, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

STEPHENS INSTITUTE, a California
corporation.

Defendant.

1 6. The terms residential dwelling unit, rental unit, student housing and
2 dormitory as same are used throughout this complaint are defined in the City Attorney
3 Complaint and/or the statutory laws of the City and County of San Francisco referred to
4 in the City Attorney Complaint.
5 7. Academy is the master tenant and sub-lessor of multiple residential
6 dwelling units which become rental units under rent ordinance once a tenant has resided
7 in same for 32 or more consecutive calendar days, all of which residential dwelling units
8 are located within the City and County of San Francisco (Student Rental Units).
9 Academy, in turn, purports to license multiple beds within these Student Rental Units to
10 persons such as Aaryn while they are attending Academy as students, all pursuant to
11 multiple SBLs.
12 8. One aspect of what the City Attorney Complaint demonstrates Academy
13 has intentionally done wrong over the past several decades is advertise that the Student
14 Rental Units individually constitute student housing and collectively constitute
15 dormitories. Which Student Rental Units this Academy has further advertised are exempt
16 from rent ordinance and are subject to being lawfully marketed and licensed by Academy
17 by way of multiple SBLs. This advertising is intentionally false in that, as Academy well
18 knows, the Student Rental Units have never been either individually student housing or
19 collectively dormitories, have always been fully subject to rent ordinance, and have never
20 been permitted to be lawfully marketed and licensed by Academy by way of multiple
21 SBLs.
22 9. Another aspect of what the City Attorney Complaint demonstrates
23 Academy has intentionally done wrong over the past several decades is deprive its
24 students of their rights as tenants under rent ordinance by threatening to evict (and in
25 many cases, actually evicting) those students without just cause under rent ordinance and
26 with a full forfeiture of any as of yet unearned housing fees; thus ultimately threatening to
27 render (and in many cases actually rendering) students who displease Academy

1 effectively homeless while those students were are trying to work towards earning an
2 Academy degree.
3 10. As Bennett Goldberg's open letter (Exhibit 3) makes clear, the net effect
4 of what Academy has done over the past several decades has been to force students "to
5 put up with what ... are intolerable living conditions," all for the apparent purpose of the
6 Academy's "evad[ing] rent control and extract[ing] much more income from their so-
7 called bed licenses than other landlords get from charging normal rents in similar
8 buildings."

9 **Class Allegations**

10 11. Representative Plaintiffs bring this action on behalf of all others similarly
11 situated.
12 12. The class represented by Representative Plaintiffs is comprised of all
13 Academy students who have ever entered into an SBL with Academy at any time in the
14 past (Class). On information and belief, Representative Plaintiffs allege that there are not
15 less than 20,000 Class members.

16 13. Questions of law and fact common to the Class members predominate
17 over questions affecting only individual members. In particular:
18 a. Whether the Student Rental Units licensed by Academy to
19 Representative Plaintiffs' predecessor in interest Aaryn or to Class by way of
20 multiple SBLs *were* subject to rent ordinance?
21 b. Whether Academy has intentionally misrepresented the status of
22 the Student Rental Units licensed by Academy to Representative Plaintiffs'
23 predecessor in interest Aaryn or to Class by way of multiple SBLs as *not* being
24 subject to rent ordinance at any time relevant herein?
25 c. Whether and to what extent any of Academy's alleged
26 misrepresentations to Representative Plaintiffs' predecessor in interest Aaryn or
27



FOUNDED IN SAN FRANCISCO 1988 BY ARTISTS FOR ARTISTS

Housing License Agreement 2015 – 2016

INTRODUCTION

Academy of Art University Housing system includes any living accommodations owned or leased by the University which provides housing each term to eligible students. All students must conduct themselves in a manner consistent with the University's expectations, as stated in the Student Code of Conduct, this Housing License Agreement, and any and all other applicable University policies, procedures, supplemental agreements, rules and regulations.

Academy of Art University campus housing program is managed by Century Campus Housing Management L.P. dba Campus Living Villages (the "Manager"), 1001 Fannin, Suite 1350, Houston, Texas 77002, (713) 871-5100, <http://www.campuslivingvillages.com/>.

PART I: ACADEMIC TERM OF LICENSE

The term of this license is for the Fall 2015 and Spring 2016 semesters – **one full academic year**. Move-in dates and the start of classes are published by the University in advance and available on the University's website at www.academyart.edu.

- Any student enrolled at the University who has signed this license will be held financially liable for their residence hall assignment for the entire term indicated in this contract.
- Any student who has picked up his or her room and/or building keys at any time during the Fall 2015 or Spring 2016 semesters will be held financially liable for his or her residence hall assignment for the entire term indicated in this contract. Residence hall buildings open and close on the University's published opening and closing dates.

PART II: TERMS AND CONDITIONS

- A.) This Housing License Agreement (the "Agreement") is entered into between the individual student named on this Agreement (the "Student") and Academy of Art University (the "University").
- B.) This Agreement is for **BOTH** the Fall and Spring semesters of the 2015 - 2016 academic year. Residence hall services, including access to the assigned rooms, begin on the designated opening day and end within 24 hours after the Student's last final exam, but no later than 2:00 p.m. on the published last final exam day at the University. The bed space and/or room and dining service under the license provided by this Agreement may not be sold, loaned, assigned, subleased, or transferred to any other person. This Agreement will not be accepted or processed unless the student is accepted to the University.
- C.) **ELIGIBILITY**-Housing is provided only to students enrolled full-time and onsite as determined by the Office of the Registrar. Part-time and/or non-degree students are not eligible to live in campus housing unless permission is granted by the Director of Housing or his/her designee. A student who withdraws from the University, is academically dismissed, or who is dismissed for disciplinary reasons must vacate housing within 24 hours of written notice to terminate Student's license under this Agreement.
- D.) **LICENSE**: This Agreement grants Student permission to use a bed space within a University residence hall during the Fall and Spring semesters of the 2015 - 2016 academic year, on the applicable start and end dates determined by the University. It is understood and agreed by Student and the University that this Agreement is a license and not a lease, and that no lease nor any other interest or estate in real property is created by this Agreement; nor are there any covenants, express or implied, such as a covenant for quiet enjoyment, created by this Agreement that are not otherwise expressly contained in this Agreement. Student is further informed and acknowledges that his or her room, which includes a room, apartment, and/or suite, does not constitute a Rental Unit as defined by the San Francisco Rent Stabilization and Arbitration Ordinance ("Rent Ordinance") or the regulations promulgated pursuant to the Rent Ordinance (San Francisco Administrative Code Section 37.2(a)(2) states that "Rental units" shall not include housing accommodations in dormitories owned and operated by an institution of higher education). As such, the University may terminate the Student's license to use the room upon 24-hours written notice to Student under the terms of this Agreement, and without alleging just cause under the Rent Ordinance. Any necessary eviction action shall be brought pursuant to Code of Civil Procedure Section 1161(f).
- E.) **NO LANDLORD/TENANT RELATIONSHIP**: Student acknowledges that this Agreement is intended to create a license to use the residence and dining services provided by this Agreement and that this Agreement does not to create a landlord and tenant relationship. Student hereby acknowledges that he/she does not possess any rights as a tenant hereunder and hereby waives any rights of a tenant under federal, state, or local landlord/tenant laws, and waives any and all notices that a landlord would otherwise be required to provide to a tenant to terminate any such tenancy. The sole right of Student to

To whom it may concern:

My name is Bennett Goldberg. I am Aaryn Goldberg's father and now serve (along with Aaryn's mother, Linda) as Aaryn's legal representative following her death at 24 years of age. Aaryn was a graduate student at the Academy of Art University taking classes during the 2015 Summer session when she died. Aaryn's mother and I have now hired legal counsel and filed a class action against the Academy of Art University. This letter is my best effort to explain that class action in plain English.

Like any Academy of Art University student who requests housing, Aaryn was required to pay her housing fee in cash and in advance. Only then did she find out which of the many dormitories that the Academy of Art University operates all over San Francisco she would get a bed in. As many people know, a good number of these dormitories are in crime-ridden neighborhoods. In addition, many of these dormitories are overcrowded as well as physically run down. Finally, to effectively prevent students subjected to these substandard living conditions from protesting living conditions, the Academy of Art University illegally threatens to evict such students without just cause and on a 24 hour notice basis; to then forfeit all of their advance rent; and to thus ultimately render such dissatisfied students homeless during the school year.

All this put my daughter in the position of being afraid to go out in the crime hidden neighborhood she found herself living in. She also felt hemmed in on every side by the bad living conditions in her dormitory. All of which led Aaryn to take a cab to Marin during the Summer session of 2015. Thus leaving her bad neighborhood and bad dormitory behind, at least for the day. The cab driver who dropped my daughter off later told police she had a camera with her and that Aaryn had told him she was leaving San Francisco for Marin to take landscape pictures. Aaryn was never seen alive again by anyone.

Aaryn's body was eventually found close to where she had been dropped off in Marin. That was about a week after she first went missing. Very soon after getting this terrible news, Aaryn's mother and I went to pick up Aaryn's personal belongings at her dormitory. When we arrived there, we learned that the Academy of Art University had already begun the process of moving another student into Aaryn's room even though San Francisco police detectives were still right there, in Aaryn's room, taking photos and searching for evidence of what had happened to our daughter. Academy of Art University employee Sue Rowley added insult to injury when she called building security to remove us after we protested the Academy of Art University's interference with the police. We were later unsuccessful in getting the President of Academy of Art University, Elisa Stephens, to even speak to us about any of what Sue Rowley had done to us.

Now it turns out the Academy of Art University has never had any

dormitories to rent to begin with. They were (and are) just using ordinary rental housing units as student housing without any permission from the City and County of San Francisco. As a result, the Academy has now been sued by the San Francisco City Attorney for its illegal conduct in violating the rent ordinance, which illegal conduct stretches back literally decades.

Academy of Art University's motive in doing what they did to Aaryn and many other students like her, appears to me to be simple greed. By pretending it could license multiple beds instead of lease single rental units, it has been able to evade rent control and extract much more income from so-called bed licenses than other landlords get from charging normal rents in similar buildings. And by using threats of homelessness to prevent students from protesting what is going on, they have been able to force students to put up with what have been and still are intolerable living conditions.

It is now time to fight back against Academy of Art University and I hope as many of you as possible will join Aaryn's mother and me in taking legal action against that institution in order to bring it to account for abusing Aaryn and students like Aaryn over the past several decades.

EXHIBIT 12

Summary of Comments on Microsoft Word - SAN_DIEGO-#686597-v13- AAU_Goldberg_-_MTD_FAC.docx

Page: 17

Author: wmcgrane Subject: Highlight Date: 10/5/2018 2:56:00 PM

1 Ms. Goldberg's license was *non-exclusive*. (See, e.g., FAC, Ex. 2 § L ("Student is informed and
2 acknowledges that this Agreement does not grant Student exclusive use of any room, or portion
3 thereof, and that the University, its employees, and agents reserve the right to enter any room at
4 any time . . . "); see also *id.* § D.)

5 Plaintiffs do not deny that Ms. Goldberg signed and was bound by the Bed License and
6 got exactly what she contracted for as provided in that license. Indeed, they describe the bed
7 spaces at issue as having been "*licensed to her*." (FAC ¶ 21 (emphasis added).) The Academy's
8 Bed License defines the parties' rights and obligations here; the cited provisions of the rent
9 ordinance are therefore inapplicable. See *Sprinks*, 171 Cal. App. 4th at 1040-41 (discussing
10 distinctions between leases and licenses); see also *Savoka v. Extended Stay, Inc.*, No. CIV. 2:10-
11 2883 WBS CMK, 2011 WL 445834, at *6 (E.D. Cal. Feb. 8, 2011) ("When the agreement is
12 reduced to writing, the court should determine the intent of the parties, if possible, based on the
13 writing alone.")

14 *Third*, the rent ordinance does not apply for yet another reason: Section 37.2 of the
15 ordinance provides that "rental units," which are subject to the ordinance's restrictions, "shall not
16 include . . . dormitories owned and operated by an institution of higher education . . ."
17 S.F. Admin. Code § 37.2(f)(3). Plaintiffs do not point to any statutory definition of "dormitory"
18 that would exclude the Academy's student housing units, which Plaintiffs appear to concede are,
19 at minimum, "*de facto*" dormitories under the plain, dictionary meaning of the term. (See, e.g.,
20 FAC ¶¶ 6, 29); see also *Preap v. Johnson*, 303 F.R.D. 566, 575 (N.D. Cal. 2014) ("[U]nless
21 otherwise defined, words will be interpreted as taking their ordinary, contemporary, common
22 meaning."); *appell dismissed* (9th Cir. Jan. 6, 2015); see also *People v. Ramirez*, 45 Cal. 4th 980,
23 987 (2009), *as modified* (Mar. 18, 2009). Instead, Plaintiffs refer to allegations in the City
24 Attorney's complaint to argue that the Academy's buildings are not dormitories because the
25 Academy allegedly failed to obtain the requisite land use authorizations or permits. (*Id.* ¶¶ 24-
26 25.) But nothing in the ordinance suggests that the definition of "dormitory" depends on land use
27 permits or authorizations or any other formal proceeding under the City's Planning Code.

28 The Planning Code itself defines "Student Housing" as "a living space for students of

1 accredited post-secondary educational institutions that may take the form of dwelling units,
 2 group housing, or an SRO, and is owned, operated, or otherwise controlled by an accredited post-
 3 secondary Educational Institution, as defined in Section 209.3(i) of this Code.” S.F. Planning
 4 Code § 102.36. The Academy’s housing meets both the dictionary definition of “dormitory” and
 5 the definition of Student Housing under the Planning Code; it constitutes “living space[s] for
 6 students of [an] accredited post-secondary Educational Institution[] . . . owned, operated, or
 7 otherwise controlled by [the] . . . Institution.” *Id.*

8 To the extent Plaintiffs intend to argue that the Academy’s housing units are not
 9 qualifying “dormitories” because the Academy purportedly does not “own” them, Plaintiffs
 10 allegations on that point fail. Plaintiffs allege only that the Academy “is itself the lessee of
 11 certain buildings.” (FAC ¶ 10.) But, regardless of the technical ownership of the buildings,
 12 Plaintiffs themselves appear to concede that the Academy operates the *student dormitories* at
 13 issue in the FAC as leaseholder with exclusive right to use the properties and is therefore the
 14 “owner” of the dormitories. See *Shell Oil Co. v. City and County of San Francisco*, 139 Cal.
 15 App. 3d 917, 920-21 (1983) (finding that lessee was an “owner” for purposes of permitting
 16 requirements where the lessee held the exclusive right to use the property); see also *In re*
 17 *Casertano*, 379 F.3d 1069, 1072 (9th Cir. 2004) (finding that leaseholder was “owner” for
 18 purposes of state homestead law). There is no reason why the rent ordinance’s exemption for
 19 “dormitories” should not apply in these circumstances. See *Stanley v. Justice Court*, 55 Cal. App.
 20 3d 244, 253 (1976) (practical statutory construction is preferred to a construction that is technical,
 21 particularly where a technical reading will lead to absurdity).

22 Finally, Plaintiffs’ allegations are insufficient to state a claim under any one of the rent
 23 ordinance provisions cited in the FAC. All “harassment” violations listed in Section 37.10(B)
 24 require a showing of “bad faith.” The prefatory language of that section reads: “No landlord, and
 25 no agent, contractor, subcontractor or employee of the landlord shall do any of the following in
 26 bad faith . . .” S.F. Admin. Law § 37.10B. The FAC contains no allegation of “bad faith”
 27 conduct by the Academy.

28 Each of Plaintiffs’ causes of action is premised on the contentions that the Relevant

EXHIBIT 13

Summary of Comments on Microsoft Word - SAN_DIEGO-#694041-v10- AAU_Goldberg_-_MTD_SAC.docx

Page: 1

Author: wmcgrane Subject: Highlight Date: 10/5/2018 2:54:10 PM

JAMES J. BROSNAHAN (CA SBN 34555)
JBrosnahan@mfo.com
GEORGE C. HARRIS (CA SBN 111074)
GHarris@mfo.com
CLAUDIA MARIA VETESI (CA SBN 233485)
CVetesi@mfo.com
LUCIA X. ROIBAL (CA SBN 306721)
LRoibal@mfo.com
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, California 94105-2482
Telephone: 415.268.7000
Facsimile: 415.268.7522

Attorneys for Defendant
STEPHENS INSTITUTE, a California Corporation

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

BENNETT GOLDBERG, et al.,

Plaintiffs,

v.

STEPHENS INSTITUTE, a California
Corporation,

Defendant.

Case No. 4:16-cv-02613-JSW

**NOTICE OF MOTION AND MOTION;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
DEFENDANT STEPHENS
INSTITUTE'S MOTION TO DISMISS
SECOND AMENDED COMPLAINT
AND STRIKE CLASS ALLEGATIONS**

Hearing Date: April 7, 2017
Time: 9:00 a.m.
Judge: Hon. Jeffrey S. White
Action Filed: May 13, 2016
FAC Filed: August 8, 2016
SAC Filed: December 13, 2016

1 (SAC, Ex. 1 § E.) Further, the Bed License, incorporated in the SAC, plainly provides that
 2 Ms. Goldberg's license was *non-exclusive*. (See, e.g., SAC, Ex. 1 § L ("Student is informed and
 3 acknowledges that this Agreement does not grant Student exclusive use of any room, or portion
 4 thereof, and that the University, its employees, and agents reserve the right to enter any room at
 5 any time . . ."); see also *id.* § D.)

6 Plaintiffs do not deny that Ms. Goldberg signed and was bound by the Bed License and
 7 got exactly what she contracted for as provided in that license. (SAC ¶¶ 14-15.) The Academy's
 8 Bed License defines the parties' rights and obligations ~~here~~; the cited provisions of the Rent
 9 Ordinance are therefore inapplicable. See *Spiroles*, 171 Cal. App. 4th at 1040-41 (discussing
 10 distinctions between leases and licenses); see also *Soroka v. Extended Stay, Inc.*, No. CIV. 2:10-
 11 2883 WBS CMK, 2011 WL 445834, at *6 (E.D. Cal. Feb. 8, 2011) ("When the agreement is
 12 reduced to writing, the court should determine the intent of the parties, if possible, based on the
 13 writing alone.")

14 *Second*, the Rent Ordinance does not apply for another reason: Section 37.2 of the
 15 ordinance provides that "rental units," which are subject to the ordinance's restrictions, "shall not
 16 include . . . dormitories owned and operated by an institution of higher education . . ."
 17 S.F. Admin. Code § 37.2(f)(3). Plaintiffs do not point to any statutory definition of "dormitory"
 18 that would exclude the Academy's student housing units, which Plaintiffs appear to concede are,
 19 at minimum, "*de facto*" dormitories under the plain, dictionary meaning of the term. (See, e.g.,
 20 SAC ¶¶ 6, 18, 19, 21); see also *Praag v. Johnson*, 303 F.R.D. 566, 575 (N.D. Cal. 2014)
 21 ("[U]nless otherwise defined, words will be interpreted as taking their ordinary, contemporary,
 22 common meaning"); *appeal dismissed* (No. 14-16709, 9th Cir. Jan. 6, 2015); see also *People v.*
 23 *Ramirez*, 45 Cal. 4th 980, 987 (2009), as modified (Mar. 18, 2009). Instead, Plaintiffs refer to
 24 allegations in the City Attorney's complaint to argue that the Academy's buildings are not
 25 dormitories because the Academy allegedly failed to obtain the requisite land use authorizations
 26 or permits. (SAC ¶¶ 24-25.) But nothing in the ordinance suggests that the definition of
 27 "dormitory" depends on land use permits or authorizations or any other formal proceeding under
 28 the City's Planning Code.

1 The Planning Code itself defines "Student Housing" as "a living space for students of
2 accredited post-secondary Educational Institutions that may take the form of dwelling units,
3 group housing, or an SRO, and is owned, operated, or otherwise controlled by an accredited post-
4 secondary Educational Institution, as defined in Section 209.3(i) of this Code." S.F. Planning
5 Code § 102.56. The Academy's housing meets both the dictionary definition of "dormitory" and
6 the definition of Student Housing under the Planning Code; it constitutes "living space[s] for
7 students of [an] accredited post-secondary Educational Institution[] . . . owned, operated, or
8 otherwise controlled by [the] . . . Institution." *Id.*

9 To the extent Plaintiffs intend to argue that the Academy's housing units are not
10 qualifying "dormitories" because the Academy purportedly does not "own" them (see SAC ¶ 22),
11 Plaintiffs' allegations on that point fail. Plaintiffs allege that the Academy "leases the whole of"
12 the buildings at issue and that ownership requires only "legal possession for something." (*Id.*
13 ¶¶ 9, 22.) Thus, under Plaintiffs' own definition, the Academy's interest suffices. Further,
14 regardless of the technical ownership of the buildings, Plaintiffs themselves appear to concede
15 that the Academy operates the *student dormitories* at issue in the SAC as leaseholder with
16 exclusive right to use the properties and is therefore the "owner" of the dormitories. See *Shell Oil*
17 *Co. v. City & Cty. of S.F.*, 139 Cal. App. 3d 917, 920-21 (1983) (finding that lessee was an
18 "owner" for purposes of permitting requirements where the lessee held the exclusive right to use
19 the property; see also *In re Casserino*, 379 F.3d 1069, 1072 (9th Cir. 2004) (finding that
20 leaseholder was "owner" for purposes of state homestead law). There is no reason why the Rent
21 Ordinance's exemption for "dormitories" should not apply in these circumstances. See *Stanley v.*
22 *Justice Ct.*, 55 Cal. App. 3d 244, 253 (1976) (practical statutory construction is preferred to a
23 construction that is technical, particularly where a technical reading will lead to absurdity).

24 Finally, Plaintiffs' allegations are insufficient to state a claim under any one of the Rent
25 Ordinance provisions cited in the SAC. All "harassment" violations listed in Section 37.10(B)
26 require a showing of "bad faith." The prefatory language of that section reads: "No landlord, and
27 no agent, contractor, subcontractor or employee of the landlord shall do any of the following [in
28 bad faith" S.F. Admin. Code § 37.10B(a). The SAC contains no allegation of "bad faith"

EXHIBIT 14

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

United States District Court
For the Northern District of California

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

BENNETT GOLDBERG and LINDA
KUCKUK,

No. C 16-02613 JSW

Plaintiffs,

**ORDER GRANTING MOTION TO
DISMISS**

v.

STEPHENS INSTITUTE,

Defendant.

_____ /

Now before the Court is the motion to dismiss the second amended complaint filed by Defendant Stephens Institute (“Defendant”). This motion is fully briefed and ripe for decision. The Court finds this motion is suitable for disposition without oral argument. *See* Civ. L.R. 7-1(b). Accordingly, the hearing set for April 7, 2017 is HEREBY VACATED. Having carefully considered the parties’ arguments and the relevant legal authority, the Court hereby GRANTS Defendant’s motion to dismiss.

Defendant moves to dismiss the complaint on the basis that Plaintiffs lack standing under Article III to make her claims. Plaintiffs now concede that they have not pled an injury in fact and agree that this Court lacks subject matter jurisdiction over their claims. The Court evaluates the motion to dismiss for lack of Article III standing pursuant to Rule 12(b)(1). *See White v. Lee*, 227 F.3d 1214, 1242 (9th Cir. 2000). A motion to dismiss for lack of subject matter jurisdiction under Rule 12(b)(1) may be “facial or factual.” *Safe Air for Everyone v. Meyer*, 373 F.3d 1035, 1039 (9th Cir. 2004). Here, Defendant raises a facial challenge to Plaintiff’s standing. Therefore, the Court

1 “must accept as true all material allegations in the complaint, and must construe the complaint in”
2 Plaintiff’s favor. *Chandler v. State Farm Mut. Auto Ins. Co.*, 598 F.3d 1115, 1121-22 (9th Cir.
3 2010); *see also Lujan v. Defenders of Wildlife*, 504 U.S. 555, 561 (1992) (“At the pleading stage,
4 general factual allegations of injury resulting from the defendant’s conduct may suffice, for on a
5 motion dismiss, [courts] presume that general allegations embrace those specific facts that are
6 necessary to support the claim.”) (internal cite and quotations omitted).

7 “The jurisdictional question of standing precedes, and does not require, analysis of the
8 merits.” *Equity Lifestyle Props., Inc. v. County of San Luis Obispo*, 548 F.3d 1184, 1189 n.10 (9th
9 Cir. 2008). Thus, the fact that a plaintiff may allege facts that, at the pleading stage, satisfy the
10 requirements for Article III standing does not mean these same facts would be sufficient to state a
11 claim. *See Doe v. Chao*, 540 U.S. 614, 624-25 (2004); *In re Facebook Privacy Litig.*, 791 F. Supp.
12 2d 705, 712 n.5 (N.D. Cal. 2011) (quoting *Doe*, 540 U.S. at 624-25).

13 Indeed, no principle is more fundamental to the role of the judiciary than the “constitutional
14 limitation of federal-court jurisdiction to actual cases or controversies.” *Raines v. Byrd*, 521 U.S.
15 811, 818 (1997). A party seeking to invoke the federal court’s jurisdiction bears the burden of
16 demonstrating that he has standing to sue. *See Lujan*, 504 U.S. at 561. To satisfy the constitutional
17 requirements to establish standing, a plaintiff must demonstrate: (1) that he has “suffered an injury
18 in fact – an invasion of a legally protected interest which is (a) concrete and particularized, . . . and
19 (b) actual or imminent, not conjectural or hypothetical;” (2) that the injury was caused by, or is
20 “fairly . . . trace[able] to the challenged action of the defendant;” and (3) that it is “likely, as opposed
21 to merely speculative, that the injury will be redressed by a favorable decision.” *Id.* at 560-61
22 (citations omitted). If the plaintiff fails to satisfy the constitutional requirements to establish
23 standing, the Court lacks jurisdiction to hear the case and must dismiss the complaint. *See Valley*
24 *Forge Christian Col. v. Americans United for Separation of Church and State*, 454 U.S. 464, 475-76
25 (1982). The plaintiff bears the burden of establishing these elements. *FW/PBS, Inc. v. Dallas*, 493
26 U.S. 215, 231 (1990); *see also San Diego County Gun Rights Comm v. Reno*, 98 F.3d 1121, 1126
27 (9th Cir. 1996). Where, as here, a case is at the pleading stage, the plaintiff must “clearly . . . allege
28 facts demonstrating” each element. *Warth v. Seldin*, 422 U.S. 490, 518 (1975).

1 Here, Defendant challenges the claims that Plaintiffs have suffered an injury in fact as is
 2 required to demonstrate standing to sue. Injury in fact requires damage to “a legally protected
 3 interest which is (a) concrete and particularized, and (b) actual or imminent, not conjectural or
 4 hypothetical.” *Id.* at 560 (internal citations omitted). “[F]or injury to be ‘particularized,’ it ‘must
 5 affect the plaintiff in a personal and individual way.’” *Spokeo v. Robins*, 136 S. Ct. 1540, 1548
 6 (2016). In their second amended complaint as well as their opposition to the pending motion to
 7 dismiss, Plaintiffs explicitly concede that they have not pled any injury in fact and urge the Court
 8 not to exercise jurisdiction over this case.

9 The Court lacks jurisdiction to hear cases that do not present a justiciable case or
 10 controversy. Accordingly, the Court GRANTS Defendant’s motion to dismiss. Having given the
 11 Plaintiffs three opportunities to make out a claim in federal court, the determination to dismiss this
 12 matter is with prejudice to refile a claim before the district court. Plaintiffs indicate their desire to
 13 file a subsequent action in state court. It is not the province of this Court to determine whether or
 14 when such a state court of action is viable. This matter is DISMISSED, a separate judgment shall
 15 issue, and the Clerk shall close the file.

16
 17 **IT IS SO ORDERED.**

18 Dated: March 29, 2017

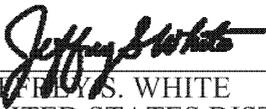
19 
 20 _____
 21 JEFFREY S. WHITE
 22 UNITED STATES DISTRICT JUDGE

EXHIBIT 15

Summary of Comments on 2017-05-15 stp
MEMORANDUM of Points and Authorities
In Support of Demurrer to Complaint for
Penal Fines.PDF

Page: 1

Author: wmcgrane Subject: Highlight Date: 10/5/2018 3:00:49 PM

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
05/15/2017
CLERK OF THE COURT
BY: JACQUELINE
Disputy Clerk

JAMES J. BROSNAHAN (CA SBN 34555)
JBrosnaham@mofa.com
GEORGE C. HARRIS (CA SBN 111074)
GHarris@mofa.com
CLAUDIA MARIA VETESI (CA SBN 233485)
CVetesi@mofa.com
LUCIA X. ROHBAL (CA SBN 306721)
LRobbal@mofa.com
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, California 94105-2482
Telephone: 415.268.7000
Facsimile: 415.268.7522

Attorneys for Defendant
STEPHENS INSTITUTE, a California Corporation

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

Case No. COC-17-557866

BENNETT GOLDBERG, et al.,

Plaintiffs,

v.

STEPHENS INSTITUTE, a California
Corporation,

Defendant.

DEFENDANT STEPHENS
INSTITUTE'S MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT OF DEMURRER TO
PLAINTIFFS' COMPLAINT FOR
PENAL FINES

Hearing Date: June 13, 2017
Time: 9:30 a.m.
Location: Dept. 302
Reservation No.: 05150613-02

Action Filed: March 30, 2017

MIDA ISO DEMURRER

Second, the Rent Ordinance does not apply for another reason. Section 37.2 of the Ordinance provides that "rental units," which are subject to the ordinance's restrictions, "shall not include . . . dormitories owned and operated by an institution of higher education . . ." (S.F. Admin. Code, § 37.2, subd. (P)(3)). Plaintiffs do not point to any statutory definition of "dormitory" that would exclude the Academy's student housing units, which Plaintiffs appear to concede are, at minimum, "*de facto*" dormitories under the plain, dictionary meaning of the term (See, e.g., Compl. ¶¶ 7, 19, 20, 22; see also *Anderson Union High Sch. Dist. v. Shasta Secondary Home Sch.* (2016) 4 Cal App 5th 262, 283 ["We look first to the plain meaning of the statutory language, giving the words their usual and ordinary meaning."], citation omitted; *People v. Ramirez* (2009) 45 Cal 4th 980, 987, as *modified* (Mar. 18, 2009)). Instead, Plaintiffs refer to allegations in the City Attorney's complaint to argue that the Academy's buildings are not dormitories because the Academy allegedly failed to obtain the requisite land use authorizations or permits. (Compl. ¶¶ 17-18.) But nothing in the Rent Ordinance suggests that the definition of "dormitory" depends on land use permits or authorizations or any other formal proceeding under the City's Planning Code.

The Planning Code itself defines "Student Housing" as "a living space for students of accredited post-secondary Educational Institutions that may take the form of dwelling units, group housing, or an SRO, and is owned, operated, or otherwise controlled by an accredited post-secondary Educational Institution, as defined in Section 209.3(i) of this Code." (S.F. Planning Code, § 102.36.) The Academy's housing meets both the dictionary definition of "dormitory" and the definition of Student Housing under the Planning Code; it constitutes "living space[s] for students of [an] accredited post-secondary Educational Institution[] . . . owned, operated, or otherwise controlled by [the] . . . Institution." (*Ibid.*; see also Compl. ¶ 2 [describing the Academy as being "certified by the Western Association of Schools and Colleges as an institution of higher learning"]; *cf.* Ex. 2 at 3-8-9 [describing the Academy as being a "regionally-accredited art and design university in the United States"];).

To the extent Plaintiffs intend to argue that the Academy's housing units are not qualifying "dormitories," because the Academy purportedly does not "own" them (see

Compl. ¶ 25). Plaintiffs' allegations on this point also fail. Plaintiffs allege that the Academy "leases the whole of" the buildings at issue and that ownership requires that one "legally possess (something)." (*Id.* ¶¶ 9, 10, 23.) Thus, under Plaintiffs' own definition, the Academy's interest suffices. (See *id.* ¶ 9.) Further, regardless of the technical ownership of the buildings, Plaintiffs appear to concede that the Academy operates the *student dormitories* at issue in the Complaint as leaseholder with exclusive right to use the properties, and as therefore the "owner" of the dormitories. (See *Shell Oil Co. v. City and County of San Francisco* (1983) 139 Cal.App.3d 917, 920-921 [finding that lessee was an "owner" for purposes of permitting requirements where the lessee held the exclusive right to use the property]; see also *In re Casserino* (9th Cir. 2004) 379 F.3d 1069, 1072 [finding that leaseholder was "owner" for purposes of state homestead law].) There is no reason why the Rent Ordinance's exemption for "dormitories" should not apply in these circumstances. (See *Stanley v. Justice Court* (1976) 55 Cal.App.3d 244, 253 [practical statutory construction is preferred to a construction that is technical, particularly where a technical reading will lead to absurdity].)

Finally, Plaintiffs' allegations are insufficient to state a claim under any one of the Rent Ordinance provisions cited in the Complaint. All "harassment" violations listed in Section 37.10B, without exception, require a showing of "bad faith" conduct. The prefatory language of that section reads: "No landlord, and no agent, contractor, subcontractor or employee of the landlord shall do any of the following [in] bad faith" (S.F. Admin. Code, § 37.10B, subd. (a).) The Complaint contains no allegation of "bad faith" conduct by the Academy. As discussed above, it does not include any claim that an act of "tenant harassment" actually occurred. Instead, Plaintiffs' claim is based exclusively on the mere alleged presence of "incorrect statements" in the Bed License. (See Compl. ¶ 29.)

Because Plaintiffs allege no violation of the "Relevant Tenants Rights Laws," the Court should dismiss Plaintiffs' Complaint in its entirety without leave to amend.

E. The Academy's Demurrer Should Be Sustained with Prejudice.

Courts are permitted to grant leave to amend only "in furtherance of justice." (Code Civ. Proc., § 473, subd. (a)(1); *Nelson v. Specialty Records, Inc.* (1970) 11 Cal.App.3d 126, 139,