

2011-2012
DORM LICENSE AGREEMENT

Student's Name: _____ (hereinafter known as the "Student")

This is an Agreement (hereafter known as this "Agreement") between the Student and, if the Student is a minor, his/her parent or guardian who executes this Agreement, and Art Academy Housing, Inc. (hereafter known as "AAH"). This Agreement pertains to the 2011-2012 academic year at the Art Academy of Cincinnati (hereinafter known as the "AAC"), and entitles the Student to the use of assigned dorm housing (hereinafter known as "AAC Dorm") only in such manner as set forth herein and in accordance with and subject to the terms and conditions of this Agreement. This Agreement does not constitute a commitment of admission to or continuance at the AAC. This Agreement does not constitute a lease and no estate, tenancy or any other interest in property is conveyed to the Student hereby, nor is any usufruct granted to the Student hereunder. Rather, the rights granted to the Student under this Agreement constitute only a temporary revocable license by Art Academy Housing to the Student in accordance with the express terms and conditions of this Agreement. In the event the Student violates any of the terms or conditions of this Agreement, or if the Student engages in conduct that the AAC, in its sole discretion, determines is significantly disruptive or poses a threat to the health, safety or general well being of himself/herself or others and/or to property, then AAH may immediately cancel and revoke this Agreement and remove the Student and his/her property from the AAC Dorm, as well as make any other appropriate referrals for disciplinary action by the AAC and/or take any other appropriate legal action. The Student may terminate this Agreement only under the conditions specified herein under Section 3 of this Agreement. With the signing of this Agreement by the Student or the Student's parent or guardian, the Student is committed to the Terms and Conditions as stated below for the duration of the 2011-2012 academic year at the AAC. Therefore, the Student and parents or guardians are urged to read carefully such Terms and Conditions prior to signing this Agreement.

TERMS AND CONDITIONS:

1. AGREEMENT PERIOD

The Agreement period shall commence on Thursday, August 25, 2011, (hereinafter known as the "Commencement Date") and end on Sunday, May 13, 2012 (hereinafter known as the "Termination Date") (collectively, hereinafter known as the "Term"). The Student shall be permitted access to his/her assigned AAC Dorm Suite (hereinafter known as the "Dorm Suite") for the Term, except the Student is not permitted to occupy the Dorm Suite during the Semester Break from 9:00 A.M. Monday, December 19, 2011 to 9:00 A.M. Saturday, January 7, 2012. The Student's personal property may remain in the Dorm Suite during the Semester Break. Failure to occupy the Dorm Suite does not excuse the Student from compliance with this Agreement.

2. DORM RESERVATION

Prior to June 1, 2011, the Student or, if the Student is a minor, the Student's parent or guardian may sign and submit this Agreement, together with a completed Roommate Questionnaire and a \$250.00 deposit (hereinafter known as the "Dorm Deposit") to the Art Academy of Cincinnati. The Dorm Deposit will be applied to the rent for the first semester at the AAC as provided in Section 4 of this Agreement. All incoming freshman residing outside the Greater Cincinnati area are required to live in the AAC Dorm. Incoming freshman living within Greater Cincinnati may request residence in the AAC Dorm. Priority will be given first to traditional first-time freshmen students at the AAC and then to all other students at the AAC, in each case in the order in which Dorm Deposits are received. If a space is not available in the main AAC Dorm at 5 West 12th Street, an alternative AAC Dorm space near the AAC will be assigned.

3. CANCELLATION OR TERMINATION OF AGREEMENT

Except as hereinafter provided, cancellation or termination of this Agreement by the Student or AAH will result in a \$250.00 cancellation fee (hereinafter known as "Cancellation Fee") and incurrence of rent for the entire then current semester at the AAC.

- A. Prior to June 1, 2011, the Student may cancel this Agreement and the Dorm Deposit will be forfeited, but no Cancellation Fee or rent will be due. If this Agreement is cancelled after June 1, 2011 or the Student fails to occupy the Dorm Suite prior to August 29, 2011, the Student will forfeit the Dorm Deposit as well as the Student's right to occupy the Dorm Suite, and rent for an entire semester at the AAC will be charged to the Student. If the Student transfers out or withdraws from the AAC during the AAC's Semester Break,

the Student may cancel this Agreement prior to December 19, 2011, in which case a Cancellation Fee and the rent for the Winter/Spring Semester at the AAC will not be due; however, if the Student's cancellation occurs after December 19, 2011, a Cancellation Fee will be due plus rent for an entire semester at the AAC will be charged to the Student. Cancellations must be in writing to the Vice-President of Finance and Operations (hereinafter known as the "Vice-President of Finance and Operations") and received on or before the applicable date at the address set forth in Section 26 of this Agreement.

- B. If this Agreement is terminated by the AAC due to lack of dorm suites in the AAC Dorms, all fees paid by the Student in connection with this Agreement, including the Dorm Deposit, will be refunded to the Student, and no Cancellation Fee or rent shall be due.
- C. If the Student ceases to be enrolled at the AAC during the Term, the student must vacate the Dorm Suite within seventy-two (72) hours from the date such enrollment ceases and will be charged the Cancellation Fee and rent for the current semester at the AAC.
- D. Art Academy Housing reserves the right to terminate this Agreement if:
 - (1) in the opinion of the Vice-President of Finance and Operations, or his/her designee, the Student has demonstrated behavior that significantly disrupts or poses a danger to the AAC Dorm environment,
 - (2) the Student violates the requirements of any applicable governmental laws, rules or regulations or the Terms and Conditions of this Agreement, or
 - (3) the Student's conduct, as determined by the Academic Dean of the AAC, violates the AAC's policies as they may be modified from time to time, including, without limitation, those stated in the AAC's Student Handbook. Upon written notification of the termination of this Agreement, the Student will have seventy-two (72) hours to vacate the Dorm Suite and the Cancellation Fee and rent for the then current semester will be charged to the Student.
- E. When in the sole discretion of the Vice-President of Finance and Operations, the needs of the AAC are such that a cancellation of this Agreement will not result in a vacancy, the Student may be permitted to cancel this Agreement through an appeal process but will be charged a Cancellation Fee. In the event that the Student is permitted to cancel this Agreement under this Section 3E, the Student shall not be entitled to a refund by AAH of any rent paid by the Student for the then current semester, but the Student may negotiate such a refund or reimbursement with any other student the Student finds to replace the Student with respect to the Dorm Suite subject to approval by Art

Academy Housing of such replacement. Requests for such a cancellation must be submitted in writing to the Vice-President of Finance and Operations at the address set forth in Section 26 of this Agreement, and the Student will be informed of the Vice-President's decision in writing. Please be advised that it is rare for the Agreement to be canceled under this exception.

- F. Refunds for AAC students who are Federal Title IV aid recipients will be prorated in accordance with the Higher Education Amendment of 1992 and any related regulations.

4. RENT, COSTS AND DEPOSITS

- A. The Dorm Deposit of \$250.00, which is non-refundable except as provided in Section 3B hereof or below, is required when submitting this Agreement to AAH. When the Dorm Deposit is received by AAH, the Student will be placed on a reservation list. If the AAC is unable to provide a space within the AAC Dorms, the Dorm Deposit will be refunded in full.
- B. The rent for living in the AAC Dorm for the 2011-2012 academic year is \$6,000.00, invoiced at \$3,000.00 each semester. The rent for the AAC Dorm is invoiced and payable with tuition for the applicable AAC semester. The Student may not move into the Dorm Suite until the rent for the Dorm Suite and tuition for the applicable AAC semester is paid in full.
- C. A damage deposit of \$300.00 (hereinafter known as the "Damage Deposit") is required and will be invoiced with the rent and tuition for the first semester. The Damage Deposit will be refunded to the Student in a timely fashion after proper move-out and inspection of the Dorm Suite by the AAH staff. If there are damages to the Dorm Suite, whether or not caused by the Student, or to common areas within or about the AAC Dorm caused by the Student, the expense to repair, replace or clean such damage will be charged against the Damage Deposit. If damage charges exceed the Damage Deposit, the AAC will invoice the Student for any additional expenses, and the Student shall pay such amount within thirty (30) days of receiving such invoice.

5. SUITE ASSIGNMENTS AND CHANGES

Space is limited in the AAC Dorm. Priority will be given first to traditional first-time freshmen students at the AAC and then to all other students at the AAC, in each case in the order in which the Dorm Deposits are received. Dorm Suite assignments are made without regard to race, age, color, religion, disability, sexual orientation,

veteran's status, or national origin. An attempt will be made to honor mutual roommate requests but they are not guaranteed.

The Vice-President of Finance and Operations reserves the right to assign applicants and students to available space in the AAC Dorm and in his/her sole discretion may change such assignments at any time throughout the Term. Students may submit requests for room changes directly to the Vice-President of Finance and Operations. Students who move out of or into the AAC Dorm without proper authorization from the Vice President are subject to disciplinary action, a \$50.00 charge, and possible termination of this Agreement under Section 3D of this Agreement.

If a vacancy occurs in the Dorm Suite, the Student and the other remaining students assigned to the Dorm Suite, if any, will accept an assigned roommate or move to another Dorm Suite within the AAC Dorm promptly upon notification by AAH. When there is a vacancy in the Dorm Suite, the Dorm Suite must be maintained in a manner that will allow another student to move in immediately.

6. MEDICALLY RELATED NEEDS AND DISABILITIES

If the Student has medical needs or a disability that may affect his/her AAC Dorm Suite assignment, the Student must notify the Vice-President of Finance and Operations of such needs or disability. Accommodations for such medical needs or disability will be approved based on receipt of appropriate documentation and the reasonable capability of AAH to provide or meet such accommodations.

7. PROHIBITION OF ASSIGNMENT

This Agreement may not be transferred or assigned to another person. The Dorm Suite may not be sublet. Any transfer, assignment or sublease in violation of this prohibition shall be automatically null and void.

8. RESPONSIBILITY FOR PERSONAL PROPERTY

Art Academy Housing and the AAC do not assume responsibility for and, the Student and, if applicable, his/her parent or guardian shall hold AAH and the AAC harmless from any loss or damage to articles of personal property that occurs in or about the AAC Dorm, no matter how caused. The Student or, if applicable, his/her parent or guardian are encouraged to carry appropriate renter's insurance to cover such losses.

9. DORM SUITE CONDITION

The Student is responsible for cleaning the Dorm Suite during the entire Term such that the Dorm Suite and its contents are maintained at all times in a safe, clean and sanitary condition. The Dorm Suite is subject to periodic health and safety inspections by authorized personnel of AAH and its agents, employees and licensees. If the Dorm Suite is found to have health or safety problems, you will be notified of the conditions and given the opportunity to correct such. Another

inspection will be scheduled. If the problems are still found to exist during the follow-up inspection, AAH will hire personnel to correct remaining problems. The expenses involved in hiring personnel to correct problems will be charged against the Damage Deposit.

At the end of the Term or earlier cancellation or termination of this Agreement, the student shall vacate the Dorm Suite in the same condition as received on the Commencement Date. The Student shall not and shall not permit the physical condition, character or structure of the Dorm Suite to be altered, including, but not limited to, painting any surface, hanging or building shelves, attaching decorations (including, without limitation, wall hangings with nails, screws, tacks or other fastening devices), modifications to any ceiling, wall or flooring materials or furnishings, altering electrical, cable or phone wires, installing additional locks to any door, removing or installing fixtures in the Dorm Suite or making any permanent structural changes such as walls or dividers. The Student will be financially responsible for any damage to the Dorm Suite. The costs for damages and repairs will be charged equally to all students assigned to the Dorm Suite, unless a specific student takes full responsibility for the costs. After all students vacate the Dorm Suite, it will be inspected by an AAH staff member who will assess the Suite's condition. Damage charges will be charged against the Damage Deposit of the Student and any additional expenses will be charged to the Student, which the Student shall pay to the AAC within thirty (30) days of receiving an invoice.

10. RESPONSIBILITY FOR COMMON AREAS

Common areas shall include, but not be limited to, hallways, stairwells, lobby, grounds and building exteriors of the AAC Dorm. No items are to be placed in or attached to any common area without the express written consent of the Vice President of Finance and Operations, including but not limited to any type of antenna or satellite dish. No common area furnishings or equipment shall be removed from their proper location. Each student is responsible for all damage and loss caused by him/her to fixtures and furnishings in the common areas, as well as the common areas themselves. Such damage or loss caused by the Student, including repair, replacement or cleaning, will be charged against the Damage Deposit and any additional expenses will be charged to the Student which the Student shall pay to the AAC within thirty (30) days of receiving an invoice for such expenses.

11. ROOM ENTRY

AAH, its agents, employees and licensees, shall have the right to enter the Dorm Suite during reasonable hours to make repairs and conduct health and safety inspections to determine compliance with all provisions of applicable laws, rules and regulations and this Agreement. The Dorm Suite may be entered at any time in an emergency situation or if there is an indication of danger to life, health or property.

12. SECURITY

- A. False tripping of alarm systems and tampering with the fire extinguishers or fire sprinklers is prohibited. These violations are misdemeanor offenses under the Ohio Revised Code Section 2917.31 and 2917.32. If a person is injured due to these offenses, these violations are considered felony offenses under the Ohio Revised Code Section 2917.31.
- B. Emergency exits and the fire escapes are to be used only in an emergency.
- C. The Student and his/her guests in the Dorm Suite are responsible for leaving the entry door to the AAC Dorm in a locked position. Tampering with locks, alarm systems and cameras is prohibited.
- D. Access cards and keys are issued for the exclusive use of the Student to whom they are issued and are non-transferable and should not be loaned or duplicated. The Student is required to carry his/her AAC ID Card at all times and to present it to AAH officials on request.
- E. The Student is urged to lock Dorm Suite windows and doors.
- F. Art Academy Housing and the Art Academy of Cincinnati do not assume responsibility for and the Student and, if applicable, his/her parent or guardian, shall hold AAH and the AAC harmless from any loss of, or damage to, personal items or for personal injury, no matter how caused. The Student should arrange for his/ her own insurance coverage, including renter's insurance.

13. NOISE

The Student and all other students occupying the AAC Dorm are required to maintain a reasonable sound level in their respective Dorm Suite at all times. The Student must comply with the directives or instructions of AAH staff members, including the Resident Advisor, regarding elimination of excessive noise. In the event of a noise disturbance as outlined under the Cincinnati Municipal Code, Section 910-7, 910-9 and 910-11, the complaint must be dealt with by the following entities in the following order: Resident Advisor, On-Call Property Management and then Cincinnati Police Department. All disturbances and complaints deemed to be serious by the Resident Advisor or On-Call Property Management will result in notification to the Vice-President of Finance and Operations within seventy-two (72) hours either via phone, fax or email. Disturbances and complaints that involve the Cincinnati Police will additionally require a written report to the same parties, detailing the facts, conclusions and any follow-up necessary.

14. GUESTS AND VISITORS

All guests and visitors to the Dorm are required to sign-in at the security desk in the main Jackson Street AAC building and receive a guest badge to be displayed while visiting the Dorm. Visitors to the Dorm are asked to leave before 12 midnight each evening. If you wish to have an overnight guest, their visit must be registered and approved by the Resident Advisor, who maintains the records of overnight guests. Overnight stays will be approved for Friday and Saturday nights only. The Student is limited to six (6) overnight visits each semester. The Student must escort his/her guest at all times while within the AAC Dorm. The Student is responsible to advise the guest of all of the Terms and Conditions of this Agreement regarding conduct within and use of the Dorm Suite and the AAC Dorm, as well as applicable policies of the AAC, including those contained within the Student Handbook, and is responsible for the conduct of that guest. The Student is responsible for all damage and loss caused by his/her visitor to either the Dorm Suite or the common areas of the AAC Dorm. Such damage or loss, including repair, replacement or cleaning, will be charged against the Student's Damage Deposit and any additional expenses will be charged to the Student which the Student shall pay to the AAC within thirty (30) days of receiving an invoice for such expenses.

15. FIREARMS, DRUGS AND ALCOHOL

Firearms, ammunition, weapons of any type and explosives are strictly prohibited on the AAC campus and in or about the AAC Dorm. The use, possession, or distribution of narcotics or illegal drugs is strictly prohibited on the AAC campus or in or about the AAC Dorm. The illegal use, possession, or sale of drugs sometimes prescribed for medical purposes is also strictly prohibited. AAH and the AAC abide by all applicable governmental laws, rules and regulations concerning the sale, possession and use of alcohol.

16. SMOKING AND OPEN FLAMES

Smoking is not allowed within the Dorm Suite or anywhere within the AAC Dorm building. Designated areas for smoking are limited to areas located outside the AAC Dorm building. All cigarettes must be properly extinguished and disposed in receptacles. Open flames including, but not limited to, candles, oil lamps, incense, etc. are strictly prohibited within the AAC Dorm building. Cooking grills are not permitted inside or on the fire escapes of the AAC Dorm building.

17. APPLIANCES PROVIDED BY ART ACADEMY HOUSING

It is the responsibility of the Student to maintain the appliances provided in the Dorm Suite in a good and clean condition. The Resident Advisor or Vice President will provide instruction for the operation and cleaning of the appliances.

18. APPLIANCES PROVIDED BY THE STUDENT

For everyone's safety, no more than two (2) appliances may be plugged into a double electrical outlet at any time. Air conditioners and space heaters are not permitted. No more than three (3) extension cords, not exceeding six (6) feet in length each, may be used in an AAC Dorm Suite. All items must be Underwriter's Laboratory (UL) approved. Any hazardous appliance found in the Dorm Suite will be removed by the Resident Advisor and stored until the Student can remove it from the AAC Dorm.

19. PETS

Pets are not allowed in the AAC Dorm.

20. KEYS AND ACCESS CARDS

Keys and access cards are the property of AAH and must be surrendered on the earlier of the Termination Date or the cancellation or termination of this Agreement. Failure to surrender a key or a lost, stolen, or duplicated key will result in a lock change and the issuing of new keys. Auxiliary locks may not be installed nor may a Student tamper with an existing lock. A charge will be made against the Damage Deposit for removing an unauthorized lock, repairing an existing lock, changing a door lock and/or making new keys as a result of the Student's violation of this Section, and any additional expenses will be charged to the Student which the Student shall pay to the AAC within thirty (30) days of receiving an invoice for such expenses.

21. WASTES AND GARBAGE

Waste of any type must be disposed in the garbage containers provided. Garbage containers are not to be removed from their designated location. Waste of any type is not permitted in the hallways, stairwells, common areas or public right-of-ways. No furnishing or personal property may be placed in the hallways, stairwells, common areas or public right-of-ways.

22. BIKES, SCOOTERS AND CARS

Bikes and scooters are not permitted in hallways, stairwells, under stairwells, common areas or public right-of-ways. Bikes and scooters must be stored in the Student's Dorm Suite or locked on a bike rack located outside the Dorm building. A car parked illegally or without authorization will be towed at the car owner's expense. AAH and the AAC do not assume responsibility for and the Student and, if applicable, his/her parent or guardian shall hold AAH and the AAC harmless from damage or loss of vehicles. The Student or, if applicable, his/her parent or guardian is encouraged to carry appropriate insurance to cover such damage or loss.

23. FAILURE TO PAY

In the event of any failure by the Student to timely pay any fees, rent or other charges due from the Student under this Agreement, the AAC shall have the right to withhold from the Student his/her student records until such fees, rent or other charges have been fully paid by the Student.

24. CONDUCT AND POLICIES

The Student is required to comply with requirements of applicable governmental laws, rules and regulations, the Terms and Conditions of this Agreement and the AAC's policies, as they may be modified from time to time, including but not limited to those found in the AAC Student Handbook.

25. SANCTIONS

In the event of any violations of this Agreement by the Student or by the Student's guests, sanctions may be imposed against the Student by AAH pursuant to this Agreement.

The range of sanctions that may be imposed for violation of this Agreement may include any individual or combination of the following actions:

- a) Issuance of a formal warning;
- b) Imposition of a fine;
- c) Termination of this Agreement as provided in Section 3D;
- d) Referral of matter to applicable law enforcement agencies, if applicable

It is the intention of the foregoing sanctioning guidelines that the nature and severity of the sanction imposed shall be based upon the following criteria. It is expected that repeated violation of this Agreement (whether the same provision or a different provision) would result in continuously increasing sanctions.

Sanctions will be based upon:

- i) The nature and severity of the violation;
- ii) The damage incurred to person or property as a result of the violation;
- iii) The past record of violations of this Agreement by the Student and/or the Student's guests, giving consideration to the number, frequency, severity and timing of historical violations;
- iv) The cooperativeness and forthrightness of the Student in remedying or making restitution in regards to the violation; and/or
- v) The sanctions, if any, imposed by other entities having jurisdiction in regards to the violation.

26. RETURNING SIGNED AND COMPLETED FORMS

The Student or, if the Student is a minor, his/her parent or guardian should sign and return this form, along with a completed the Roommate Questionnaire and the \$250.00 Dorm Deposit, to:

Nancy Glier
Vice President of Finance and Operations
Art Academy of Cincinnati
1212 Jackson Street
Cincinnati, OH 45202-1706

ART ACADEMY OF CINCINNATI
2011-2012
DORM LICENSE AGREEMENT

By signing this Agreement, the Student hereby confirms that he/she has read and agrees to be bound by the Terms and Conditions of this Dorm License Agreement. Failure to read this Agreement fully will not exempt the Student from the Terms and Conditions of this Agreement.

Student Signature or, if a minor,
Parent or Guardian Signature

Date

Print Name or, if a minor,
Print Name of Student and Parent or Guardian

Print Name of Individual Responsible for Payment

