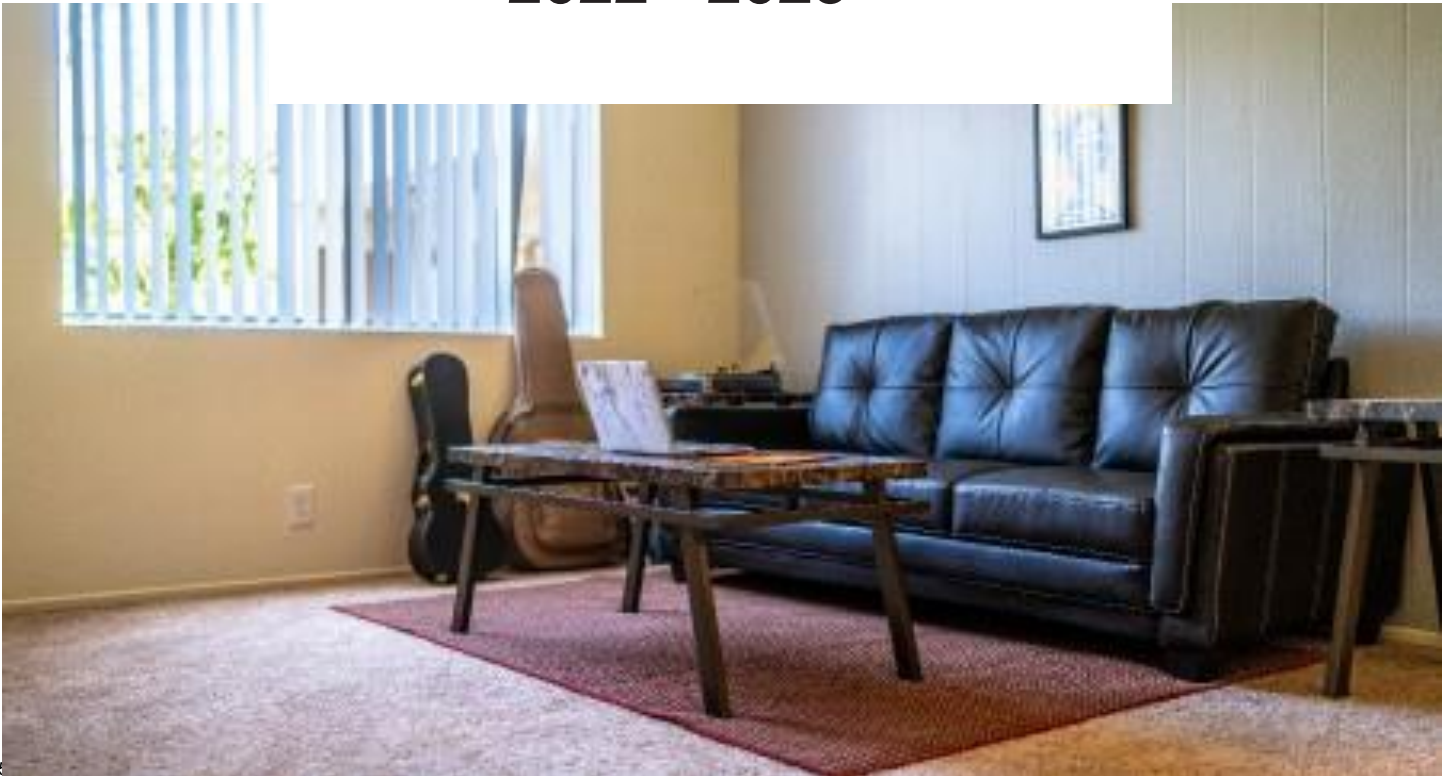


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THE CADENCE

RESIDENT HANDBOOK 2022 - 2023



CADENCE

Student Handbook and Policies

This is your home for the next academic year. Always refer to the Cadence Resident Handbook (this "Handbook") and your Lease Agreement (your "Lease") with MARK EPSTEIN & ASSOCIATES INC., a California corporation ("Manager") and LOS ANGELES COLLEGE OF MUSIC, a California corporation ("LACM"), together. In the event of a conflict between the terms of this Handbook and your Lease, your Lease shall prevail. By signing your Lease, you are indicating that you are an adult who is mature and capable of handling the opportunity of living in a community, as well as handling the related responsibilities, which include confronting someone who is violating your rights, being accountable for your behavior, and recognizing the compromises necessary when living with other people. In adult life, all rights have corresponding responsibilities.

You are responsible for your actions on or about the property located at 2415 Mohawk Street, Pasadena, CA 91107 (the "Community" or "The Cadence") and those actions affect others. Be responsible and considerate of the Community. Behaviors that do not reflect these values can result in legal action, eviction, fines and/or other penalties.

This Handbook, your Lease, and all of the policies, procedures, rules and regulations attached or referenced therein, govern all tenants of The Cadence (collectively, "Tenants"). By completing and signing your Lease, you agree to all of the terms and provisions in this Handbook. Please read this Handbook carefully before signing your Lease.

IMPORTANT CONTACT INFORMATION:

Housing Office

(626) 460-5012

Monday-Friday, 8:30am - 5:00pm

housing@lacm.edu

Student Support

studentsupport@lacm.edu

Student Services Office

(626) 568-8850

Monday-Friday, 8:30am - 5:00pm

Resident Advisor ("RA") On Duty Line

(626) 344-4666

LACM Title IX Coordinator

(626) 568-8850

titleixcoordinator@lacm.edu

Emergencies

911

Repairs: All maintenance and repair requests, changes to documents, phone numbers, etc. shall be submitted through the TenantCloud.com portal.

WELCOME

YOUR RIGHTS AND RESPONSIBILITIES AS A COMMUNITY MEMBER

As a Tenant of The Cadence, you have certain rights and responsibilities.

YOU HAVE THE RIGHT TO:	YOU HAVE THE RESPONSIBILITY TO:
A clean, maintained living environment that supports academic success.	Keep your room neat and clean. Place food, garbage and recyclables in correct locations, not in halls, sinks or bathrooms. Submit service requests in a timely manner.
Entertain guests during the day in the privacy of your room/apartment.	Accept responsibility for the actions of your guests, invitees, agents or licensees (collectively, " <u>Guests</u> ").
Determine with your roommate your own level of noise within your room, within reasonable limits.	Not distract those studying or sleeping, no matter what time it is.
Develop your own lifestyle.	Respect others' lifestyles and not impose your lifestyle on them. Support each other.
Consider all public areas as shared living areas.	Confront those who abuse or vandalize property.
Politely confront another Tenant with concerns. If you cannot agree, an RA may act as a mediator.	Directly confront those who infringe on your rights. Listen to another person's concerns before responding. Respond politely. Refrain from talking about someone behind their back. Confront one another with issues before contacting a Manager or LACM.
Govern your space maturely.	Understand the policies and procedures in your Lease, which are in effect at all times. Take responsibility for inappropriate actions and accept consequences.
A community environment free from harassment.	Address harassment directly and clearly.
No unwelcome touching.	Clearly communicate boundaries.
Live in a place where you are respected.	Treat Community members respectfully regardless of gender, sexual orientation, race, heritage, religion or disability. Tell no insulting jokes and confront others who do.
A reasonably safe and secure living environment.	Never let a non-Tenant enter a building with you, report strangers in the hall and unprop open doors.
An alcohol and drug-free living/learning environment.	Follow the law and all Manager and LACM policies related to alcohol, drug use and smoking.
A supportive environment in which to live and study.	Refrain from burning candles/incense.

SUCCESSFUL ROOMMATE RELATIONSHIPS

Sharing a room and living in a community are learned skills. There are benefits to developing good relationship skills. The skills you build now will serve you later in life. College students are mature and capable of handling the responsibilities of living in a campus community. These responsibilities include confronting someone who is violating your rights, being accountable for your responsibilities and behaviors, as well as recognizing your own behavior and compromises necessary for living with other people. In order to successfully live with others, communication is a necessity.

Differences are normal and provide opportunities for growth and learning about others and their lifestyles. Some roommates will become close friends while others may never be close, but will live together respectfully. Each roommate owes the other the courtesy of speaking to each other first if conflict arises. Be prepared to discuss your preferences with your roommate(s) to reach mutual understanding for your Shared Living Agreement. The Shared Living Agreement will be completed during your first two (2) weeks of school. It can be utilized as a point of reference should future conflicts arise between you and your roommate(s).

SAFETY & SECURITY

Manager and LACM (collectively with their respective officers, directors, shareholders, members, managers, partners, affiliates, employees, contractors, agents and other representatives, the "Cadence Supervisors") know that safety is essential to personal and academic success. Because of the importance of safety, the Cadence Supervisors provides security facilities, services, and procedures at The Cadence.

COMMUNICATION IN AN EMERGENCY

Emergencies include, without limitation, fire, sickness, accidents or a threatening situation. You have the responsibility to create an emergency communications plan to determine how you will stay in contact if separated by a disaster and choose an out-of-state friend or relative as a "check-in contact." In the event of an emergency, you have the responsibility to:

- Call 911 and contact the Housing Office (see page 1 for contact information).
- Listen carefully when Cadence Supervisor staff and emergency personnel tell you what to do and cooperate with their instructions.
- Know the location of building exits and fire extinguishers. Fire extinguishers are located on two columns in the garage and by the entryways of apartment numbers 103, 105, 107 and 113.
- Find or stay with your roommates or RA until you are officially accounted for and released. Call a family member as soon as possible to let them know you are safe.
- Keep three (3) gallons of drinking water and a personal emergency kit in your room at all times.

ACTIVE SHOOTER OR VIOLENT INTRUDER

Be aware of your surroundings and any unusual activity. If there is an accessible escape path, attempt to evacuate the location. Leave personal items behind, keep your hands visible and empty and follow instructions of law enforcement. If you are in a room and escape is not possible, stay in place and lock the door or barricade the door with furniture. Remain quiet (silence cell phones) and evaluate the situation. If safe to do so, call 911 to notify the police. If you cannot speak, leave the line open to allow the dispatcher to listen. Take note of all emergency notifications (text messages, emails, and announcements). As a last resort, and only if your life is in imminent danger, attempt to disrupt or incapacitate the suspect by acting aggressively, throwing items or yelling.

APARTMENT AND GATE ACCESS PROCEDURES

The Cadence front and back gates (including garage walk-in) shall remain closed and locked at all times. Tenants may access The Cadence by using their personal gate key.

Overnight Guest registrations must be completed before 7:30pm on the applicable date. For additional guest policies and procedures, refer to the "**Visitation/Guest Policies**" section below.

Tenants with garage access are responsible for the appropriate use of the garage gate and remote-control access. It is your responsibility to report missing or broken garage remote openers. There is no street parking on the first and third Wednesday of each month due to street cleaning. On these days, cars must be moved by 8:00am. The Cadence Supervisors shall not be responsible for any parking citations.

WHAT CAN I DO TO STAY SAFE?

LOCK your doors and windows when leaving your room and apartment (even if you are only gone for a few minutes), when taking naps, and when retiring for the night. If you prop your door, make sure there is someone in the living room and make sure to un-prop the door when there isn't. Often Tenants forget to un-prop doors, thus leaving your room or apartment open to anyone.

KEEP all money and valuables in a safe place. Do not keep large amounts of cash in your room. Consider leaving valuable items at home or in a safe deposit box.

CLOSE all public area doors behind you.

DO NOT LET people you do not know into the building or your apartment. By opening the door for someone, you are accepting responsibility for him or her as your Guest. Ask visitors who they are looking for and then refer them to an RA.

DO NOT LOAN your keys to anyone. This is a violation of the policies set forth in this Handbook, and it puts your roommates and members of the Community in jeopardy.

REPORT suspicious people or circumstances to the RA, the Housing Office, or the police. This includes vendors and anyone other than a Tenant unescorted in or about the Community. The Cadence Supervisors do not allow solicitation of Tenants in the Community. If someone tries to sell you something in the building, report it to the Housing Office.

WALK with another person at night.

INJURIES

You are encouraged to purchase or create your own first-aid kits. In the event of a serious injury or emergency, immediately call 911.

ALARMS AND BUILDING EVACUATIONS

All Tenants and Guests are required to evacuate The Cadence if an alarm is sounded using the closest available stairwell (or gate if applicable) to exit to the street in the front of the building. Tenants may re-enter the building only when notified by staff that it is safe to do so. Failure to evacuate in a timely manner and follow the instructions of Cadence Supervisor staff will result in disciplinary and/or legal action, and shall constitute a default under your Lease.

College and city ordinances consider fire regulation and evacuation drills essential. In drills and real emergencies, Cadence Supervisor staff shall have the same authority as representatives of the Fire Department.

Alarms and fire equipment must not be disturbed except in actual emergencies (California Penal Code Section 148.4). Violators will be prosecuted.

If you tamper with or attempt to disable or remove any part of any alarm system, in any manner, it shall be deemed to be a default under your Lease, and shall be grounds for, without limitation, immediate eviction or legal action. All repairs made necessary caused by tampering, disabling or removing any part of any alarm system by you or your Guest will be charged to you. Further, in accordance with California Penal Code Section 148.4(a) (1), tampering with a fire alarm or life safety system may be considered a felony. If you notice a problem with the fire alarm system, immediately contact an RA or the Housing Office.

EARTHQUAKE

You are expected to keep the following supplies in your room at all times:

- Flashlight with extra batteries;
- Battery-powered radio with extra batteries;
- Heavy gloves, shoes and a blanket;
- Three (3) gallons of drinking water;
- First-aid kit; and
- One (1) month's supply of all necessary medications.

In the event of an earthquake:

- Duck or drop down on the floor. Do not run outside.
- Take cover under a sturdy desk, table or other furniture (or move against an interior wall, and protect your head and neck with your arms).
- If you take cover under sturdy furniture, hold on to it and be prepared to move with it.
- Hold your position until the ground stops shaking and it's safe to move. Evacuate The Cadence if and when safe to do so. You should make sure to remember your keys when evacuating.
- If you cannot exit the building, tie a light colored shirt to a balcony railing and suspend it so that it can be seen by others.

FIRE SAFETY

Fire alarm systems are installed in each apartment in The Cadence and throughout the Community's common areas. Alarms are very sensitive, and can be set off by careless cooking, use of appliances or smoke. Nevertheless, all alarms must be taken seriously and all Tenants must immediately evacuate in the event of an alarm.

At no point should you tamper with or attempt to disable or remove smoke detectors. The safety of our Tenants has been taken into consideration and maintaining the integrity of the alarm systems is managed with the assistance of all Tenants.

In the event of a fire inside your room:

1. Call 911. Give your exact location. Tell them what's burning.
2. If you cannot safely extinguish the fire, evacuate The Cadence. Close all doors as you leave. Take your keys.
3. If able, pull the fire alarm in the courtyard of The Cadence to activate the building-wide alarm system.

In the event of a fire outside your room:

1. Feel the door. If it is hot, don't open it.
2. Call 911 and tell them the situation and exact location. Seal bottom of door with towel or other material to keep out smoke. Move away from the door.
3. If the door is not hot, open it cautiously. If smoke is present, stay low.
4. If you can, safely access the front door of The Cadence, move outside and wait for authorities and further instructions.

SEXUAL ASSAULT, DOMESTIC VIOLENCE & STALKING

The Cadence Supervisors are committed to a community free from crimes of sexual assault, rape, domestic violence, dating violence, sexual harassment and stalking. All members of the Community share responsibility for upholding this policy and striving to attain a violence-free Community.

Individuals alleged to have committed sexual assault may face criminal prosecution and may incur civil penalties. Tenants may also face discipline or sanctions at LACM.

In addition, during any investigation, the Cadence Supervisors may implement interim measures to maintain a safe and non-discriminatory educational environment. Such measures may include, without limitation, immediate suspension from LACM, eviction from The Cadence, adjustment to LACM course schedule or prohibition from contact with parties involved in the alleged incident.

The primary concern of the Cadence Supervisors is the safety of Community members. The use of alcohol or drugs never makes the victim at fault for sexual discrimination, harassment or violence; therefore, victims should not be deterred from reporting incidents of sexual violence out of a concern that they might be disciplined for related violations of drug, alcohol or other LACM policies. Except in extreme circumstances, victims of sexual violence shall not be subject to discipline for related violations of the Student Conduct Code.

To report any sexual assault, domestic violence or stalking, contact the Housing Office or the LACM Title IX Coordinator.

DISCRIMINATION, HARASSMENT AND RETALIATION PROHIBITION AND PREVENTION

DISCRIMINATION AND HARASSMENT

LACM is committed to providing a school environment free of unlawful discrimination, harassment and retaliation. This applies to all persons involved in the operation of LACM and prohibits intentional and unintentional unlawful discrimination and harassment by any employee of LACM, as well as vendors, customers, independent contractors, suppliers, students and/or any other third party that comes into contact with LACM students. Any form of unlawful discrimination and harassment, including, but not limited to harassment related to an individual's: race, color, national origin, religion (including religious dress and grooming practices), age, mental or physical disability, veteran status, military status, medical condition, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), marital status, sexual orientation, gender, gender identification, gender expression, or genetic characteristics, is a violation of this policy and will be treated as a disciplinary matter. This policy also prohibits unlawful discrimination and harassment based on the perception that anyone has any of these characteristics, or is associated with a person who has or is perceived as having any of these characteristics.

There is a wide range of behavior that could be considered inappropriate under this policy even though such behavior may not be considered illegal. For this reason, a violation of this policy may lead to disciplinary action whether or not it violates the law.

For these purposes, the term "harassment" includes slurs and any other offensive remarks, jokes, other verbal, graphic, or physical conduct. In addition to the above listed conduct, "sexual harassment" can also include the following examples of unacceptable behavior:

- Visual conduct, such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, posters, or sending sexually explicit text messages or pictures.
- Verbal sexual advances, propositions or requests to include unwanted verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex.
- Communication via electronic media of any type that includes any harassing conduct that is prohibited by state and/or federal law.
- Sexually harassing conduct including abusive comments or acts of hostility toward an individual based on their gender or sexual orientation.

Sexual harassment need not be motivated by sexual desire to be unlawful or to violate this policy. As an example, hostile acts toward a student because of their gender can amount to sexual harassment, regardless of whether the behavior is motivated by sexual desire.

In addition there are two (2) broad categories of sexual harassment:

- Hostile work environment includes conduct of a sexual nature that has the purpose or effect of unreasonably interfering with or altering the individual's school performance or creating an intimidating, hostile, or offensive learning environment.
- Quid Pro Quo is offering or demanding a school related benefit (such as a grade in a course) in exchange for sexual favors, or threatening a detriment (such as disciplinary action or a bad grade) for a student's failure to engage in sexual activity.

All such conduct is unacceptable at school and in any school-related settings, regardless of whether the conduct is engaged in by an LACM employee, vendor, student or other third party.

LACM cannot remedy claimed violations of this policy unless students bring these claims to the attention of LACM management. Failure to report claims of harassment, discrimination and/or retaliation prevents the organization from taking steps to remedy the problem.

If a student feels that they are the victim of sexual or other form of harassment, the student should follow the complaint procedure outlined below. If a student has any questions about what constitutes harassing behavior, they should ask an LACM official. Students who become aware of any violation of this policy should immediately advise Student Support at studentsupport@lacm.edu to ensure that such conduct does not continue.

RETALIATION

LACM prohibits any form of retaliation against any student for filing a good faith complaint under this policy, for assisting in the investigation of a complaint, or for requesting a reasonable accommodation for a disability or religion, regardless of whether the request was granted. A student who feels that they have been retaliated against for filing a complaint, for participating in an investigation or for requesting a reasonable accommodation for a disability or religion, regardless of whether the request was granted may also make use of this complaint procedure. False or malicious complaints of harassment, discrimination or retaliation, as opposed to complaints which are not substantiated but are made in good faith, may be subject to appropriate disciplinary action.

COMPLAINT PROCEDURE

LACM encourages students to report promptly any incidents of harassment, discrimination, retaliation, or conduct prohibited by this policy so that complaints can be quickly and fairly resolved. If a student feels they have been subjected to harassment, discrimination, retaliation, or other prohibited conduct, they should immediately

notify Student Support at studentsupport@lacm.edu. If the student does not feel that the matter can be discussed with Student Support, the student should direct communication either orally or in writing to the LACM Title IX Coordinator at titleixcoordinator@lacm.edu.

It would be best to communicate the complaint in writing, but this is not mandatory.

LACM will promptly and thoroughly investigate the complaint to determine whether misconduct has occurred. While complete confidentiality cannot be guaranteed, the organization will perform the investigation as discretely as possible. When necessary, students are required to participate fully and honestly in any investigation.

The complaint will be investigated by impartial and qualified personnel who will ensure the investigation is documented and tracked to ensure reasonable progress. Where misconduct is found, LACM will take appropriate corrective action in a timely manner. The investigation will not result in any retaliation against the complainant or any participant in the investigation.

No notation of the complaint will be included in the students' records and all documentation will be kept separately with limited access and to help preserve confidentiality. To protect victims and alleged accused alike, all individuals are charged with the responsibility of using the utmost discretion in investigating complaints. Any student who refuses to participate in an investigation may be disciplined up to and including suspension or expulsion from LACM.

TITLE IX NOTICE OF NON-DISCRIMINATION

LACM does not discriminate on the basis of sex, gender or sexual orientation in its education programs or activities. Title IX of the Education Amendments of 1972, and certain other federal and state laws, prohibit discrimination on the basis of sex in all education programs and activities operated by LACM (both on and off campus). Title IX protects all people, regardless of their gender or gender identity, from sex discrimination, which includes sexual harassment and violence:

- Sexual Discrimination means an adverse act of sexual discrimination (including sexual harassment and sexual violence) that is perpetrated against an individual on a basis prohibited by Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq., and its implementing regulations, 34 C.F.R. Part 106 (Title IX); California Education Code §66250 et seq., and/or California Government Code §11135.
- Sexual Harassment is defined above in this policy.
- Sexual Violence means physical sexual acts (such as unwelcome sexual touching, sexual assault, sexual battery and rape) perpetrated against an individual without consent or against an individual who is incapable of giving consent due to that individual's use of drugs or alcohol or disability.

For more information about sexual violence and prevention information, contact the LACM Title IX Coordinator.

CADENCE HOUSING RULES & REGULATIONS AND RESIDENTIAL CODE OF CONDUCT

When you signed your Lease, you agreed to live by the policies and standards of conduct for The Cadence found in this Handbook and your Lease. Being held accountable to these standards provides educational opportunities that encourage students to evaluate their own actions and decisions and to acquire skills to make good choices. Failure to abide by these policies may result in disciplinary action.

All policies governing use of and access to The Cadence are subject to change by the Cadence Supervisors upon notice to you as described in your Lease.

ACCOUNTABILITY

Each Tenant is viewed as a responsible person who will be held accountable for their own actions and those of their Guests. When misconduct is reported, the Cadence Supervisors will take appropriate action in accordance with the policies governing the Community and in consultation with the LACM Police Department and/or LACM administration as necessary.

Alcohol and Alcohol Paraphernalia

No Tenant or Guest may possess or consume alcohol in The Cadence.

- Alcoholic beverages, and open or closed containers of alcohol in your room, apartment or any common area, including on the grounds of The Cadence, regardless of your age, is strictly prohibited.
- The possession of empty alcohol containers, including shot glasses, may be considered evidence of consumption of alcohol previously contained therein, and are therefore prohibited on or about the Cadence.
- Possession, usage, sale, distribution, or brewing of alcohol on or about The Cadence is prohibited.
- Consumption of alcohol and the results of such consumption (including, without limitation, disruptive or destructive behavior, and vomiting or urinating on floors and in hallways) are prohibited.
- Tenants or Guests of any age may not possess drug consuming devices/paraphernalia.

Any paraphernalia may be confiscated and not returned during routine health and safety inspections or in the sole and absolute discretion of the Cadence Supervisors.

In addition to these policies, Tenants are expected to abide by the LACM alcohol policy, which applies to all LACM living environments. The LACM alcohol policy can be found online at www.lacm.edu/catalog.

CLEANLINESS, HEALTH & HYGIENE

You must make reasonable efforts to maintain proper personal cleanliness and hygiene. Rooms must be kept clean and sanitary at all times, including proper disposal

of empty food and beverage containers. You may not violate these regulations or interfere with the safe and clean environment of others. You are prohibited from engaging in activities that violate any health code. The Cadence Supervisors shall have the right to perform quarterly health and safety inspections upon forty-eight (48) hour notice to all Tenant(s) sharing your apartment. If your room is found to be the cause of a health and safety violation, the Cadence Supervisors may have the space cleaned at your expense. You will be responsible for pest control services, if needed.

Inspections: What to Expect

Below, please find information regarding the room inspection process and what you can expect.

- Inspections may be conducted as often as once each month. Rooms or apartments cited with inspection infractions or violations may be subject to additional inspections.
- The inspections help maintain a safe living environment.
- The Cadence Supervisors will provide advance notice to Tenants by posting notices and/or email at least forty-eight (48) hours prior to the inspections.
- The Cadence Supervisors will provide notice of specific dates and times for inspections. You are highly encouraged to be present for inspections of your room and apartment, but your presence is not required to complete the inspection.
- The inspection should take no more than ten (10) minutes per room, provided that the Cadence Supervisors shall have a reasonable time to complete the inspection (which may be longer than then (10) minutes).
- At the beginning of the inspection, Cadence Supervisor staff (the "Inspectors") will knock on the door of your room or apartment, as applicable. If there is no answer, the Inspectors will make a second attempt. If there continues to be no response, the Inspectors will announce themselves and key into your room or apartment, as applicable, in order to complete the inspection.
- Once inside your room or apartment, as applicable, the Inspectors will look for any health and safety policy violations.
- Inspectors will conduct a plain view inspection, *provided that* the Inspectors are permitted to access fixtures, emergency equipment and personal property belonging to the Cadence Supervisors that may be located behind closed doors or which is otherwise not in plain view.
- If you are present at the time of the inspection, the Inspectors will ask you if there are any facilities issues. Also, expect that you will be asked to submit service requests via the TenantCloud Portal.

- The Inspectors will take specific notes on your room or apartment, as applicable, to assist them in their inspection.
- Upon completion of the inspection, the Inspectors will lock the front door of your apartment.
- You will receive notice of your results via email when inspections are complete.
- If there are violations that require improvement and re-inspection, you will be notified of a date and time for a follow up inspection.
- In the event your room or apartment fails the follow-up inspection, the Cadence Supervisors shall have the option to clean the room or apartment, as applicable. You will be responsible for all costs related to any such cleaning.
- Incident reports will be written for specific violations.
- In the event an animal belonging to you or your Guest is found on or about The Cadence in violation of the animal policy (refer to your Lease), the animal will be removed from The Cadence immediately. An incident report will be completed for further administrative and/or legal action and you may be billed for clean up or damage charges related to the animal.

COVID-19

All Tenants must follow the Covid-19 policy of LACM. All Tenants are required to be vaccinated for Covid-19. Students who seek an exemption to the required vaccination against Covid-19 based on a disability, medical condition or sincerely held, good faith religious belief, may apply for an exemption by completing the survey at the following website:

https://lacm.formstack.com/forms/student_campus_access_survey

Testing may be required, regardless of vaccination status, if any symptoms are present.

Please refer to the LACM Covid-19 Policy on the LACM website: [COVID 19 – LACM](#)

BREAKS

During the fall, winter and spring breaks, you are not required to vacate your apartment. However, if you choose to leave for break, or if you take any other extended absence, you are responsible for unplugging all electrical items, except provided refrigerators.

COMMUNITY LIVING

You must conduct yourself in a manner that is conducive for fellow tenants to study, live and sleep, as well as demonstrate reasonable efforts to resolve roommate and/or Community issues. You are expected to report to staff members any and all violations of the policies set forth in your Lease and this Handbook.

DAMAGES AND VANDALISM

If you or your Guests accidentally or intentionally damage or vandalize any property on or about The Cadence, and/or property belonging to any Tenant, you will be required to make restitution for any and all repairs and/or replacement at your sole expense and disciplinary action will be pursued. Hanging heavy items on the back of doors is prohibited.

DECORATING AND POSTING

Posters and decorations may be attached only to interior walls and only with materials that will not cause any permanent damage. You are prohibited from using nails and screws in the walls. Charges will be assessed for damages resulting from improper attachments. Exterior wires, signs, aerals, or satellite dishes are not allowed. Holiday decorations inside rooms are permitted only if they are safe and do not present a fire hazard.

DOORS AND DOOR LOCKS

Tampering with, disabling or modifying the operation of doors or door locks on or about The Cadence is prohibited. Any Tenant and/or Guest responsible for a violation of this section will be subject to disciplinary action. Any charge for costs attributed to repairs of doors or door locks will be the responsibility of the applicable Tenant, as determined by the Cadence Supervisors in their sole and absolute discretion.

DRUGS

No drugs, narcotics or controlled substances, including, without limitation, medical marijuana, may be possessed, used, sold or distributed in or about LACM or The Cadence. No drug paraphernalia, including any type of bong, pipe and the like, may be possessed, used, sold or distributed in or about LACM or The Cadence. No person may be in the presence of drugs, narcotics, controlled substances or drug paraphernalia in or about LACM or The Cadence. Prescription drugs may only be used, as prescribed, by the person to whom they are prescribed. The sharing or distribution of prescription drugs is against policy and the law. Use of drugs and the results of such use (including, without limitation, disruptive or destructive behavior and vomiting or urinating on floors and hallways) are prohibited.

Prescriptions

Tenants with ongoing health concerns that may require prescriptions must submit appropriate medical paperwork to the Housing Office. Additionally, all prescription medications must be kept in a lock box.

DUTY TO FOLLOW DIRECTIVES AND FAILURE TO RESPOND

You are expected to respond to and follow all written and verbal directives or requests of the Cadence Supervisors promptly and act in an appropriate manner. This includes answering the door and checking your voicemail, email, TenantCloud messages and mailbox on a regular basis. Your failure to comply with directions of, or your interference with, the Cadence Supervisors while they are

acting in the performance of their official duties will result in disciplinary action.

ELECTRICAL SAFETY

Extension cords are not permitted. UL-approved, grounded power strips with circuit breakers should be used for all electrical equipment, including computer and computer-related hardware. A maximum of one (1) power strip may be used per outlet. No modifications to, or changes in, electrical wiring are permitted. No “splices,” “octopuses” or modification devices of any kind may be used to add plugs in a Tenant’s room or apartment. Excessive electrical equipment is prohibited. Tenants found to generate circuit overloads will be investigated. Repeat violations will result in disciplinary action, and any charges for costs attributed to removal or repairs will be the responsibility of the Tenant as determined by the Cadence Supervisors in their sole and absolute discretion.

FAILURE TO COMPLY

Failure to comply with the reasonable directives of the Cadence Supervisors or law enforcement officers during the performance of their duties is prohibited. This includes, but is not limited to, providing false information or failing to provide information; interfering with the Cadence Supervisors while they are performing their duties; failing to comply with any sanctions or penalties; failing to attend a meeting requested by the Cadence Supervisors; or being uncooperative or verbally abusive to the Cadence Supervisors.

FALSIFICATION AND FALSE ACCUSATIONS

Knowingly furnishing or possessing false, falsified or forged materials, documents, accounts, records, identification or financial instruments is prohibited. Knowingly making a false allegation of discrimination, harassment or policy violations, whether informally or formally is prohibited. Notwithstanding the foregoing, failing to prove or substantiate a claim of discrimination, harassment, or other prohibited conduct is not equivalent to knowingly making a false accusation.

FILING A COMPLAINT

The Cadence Supervisors and any Tenant may file a complaint against you based on an alleged violation of this Handbook or your Lease. Complaints must be filed with the Housing Office or RA. After a complaint has been filed, a staff member will contact you to discuss the incident or refer the complaint to the appropriate person for investigation.

FIRE ALARMS AND FIRE SAFETY

Tampering with, disabling, deactivating, removing, covering or improperly activating fire safety detection equipment, including fire extinguishers, fire alarms, sprinklers and smoke detectors, is prohibited. Any Tenant or Guest responsible for violation of this section is subject to eviction and criminal and civil penalties. Door closers must not be removed, and doors with door closers shall not be propped open. Use of prohibited cooking or other devices that cause activation of the fire alarm or sprinkler system will result in disciplinary action and a charge for

any and all costs arising out of or related to such activation.

FURNISHING FALSE INFORMATION

Tenants must provide accurate and truthful information to the Cadence Supervisors, including properly identifying themselves and all Guests upon request by the Cadence Supervisors.

GAMBLING

Gambling for money or money equivalent stakes is prohibited at The Cadence and on all LACM grounds.

PRIVACY

To respect everyone’s privacy, Tenants are expected to keep doors closed and locked when leaving. You must utilize the bathrooms for changing, keeping the doors closed.

PETS

Animals of any kind are not allowed in or about The Cadence. Tenants may not feed or shelter stray animals. Tenants are obligated to notify the Cadence Supervisors of any and all stray animals so that appropriate action can be taken to remove and protect the animal.

Tenants with permitted emotional support or service animals are responsible for the cleanup of their animal’s waste and must pick up after their animal, in accordance with local sanitation requirements.

You are financially responsible for the actions of any and all animals belonging to you or to your Guests, whether or not permitted by the Cadence Supervisors, which may include bodily injury or damage to property. It is your responsibility to provide care for any and all permitted animals and to ensure their health and well-being, including compliance with all California state and local laws concerning animals (for example, registration, vaccinations, and tags) in addition to annual documentation of the health of the animal from a licensed veterinarian.

Violation of this section may result in the removal of the animal from The Cadence. Violations may include, without limitation: out of control animals or animals which pose a threat to the health and safety of others, or which cause substantial physical damage to the property of others, or which disrupt the Community for other Tenants.

PHYSICAL ABUSE, HARASSMENT AND INTIMIDATION

Abusive physical and verbal behavior, and threats of physical abuse toward the Cadence Supervisors, Guests or Tenants, are violations of policy and will not be tolerated. Such conduct may be grounds for, without limitation, disciplinary action, removal from The Cadence, eviction and/or criminal prosecution. Examples of prohibited conduct include, but are not limited to, sexual and racial harassment, threats of violence, intimidation, sexual assault, fighting, punching, slapping, kicking, scratching and pushing. Practical jokes and pranks or other disruptions are prohibited in or about The Cadence. Verbal, written, electronic (email, text, social media, and

other similar platforms), physical, and/or any other form of harassment are prohibited.

PUBLIC HEALTH AND SAFETY

The Cadence Supervisors reserve the right to close The Cadence, and prohibit all or partial use of or access thereto, if such a closure is required to protect the health or safety of Tenants.

DESTRUCTION / MISUSE / THEFT OF PROPERTY

Property damage is prohibited and demonstrates a lack of respect for the Community and the property of others. The following are violations of this policy:

- Theft or unauthorized possession, use or misuse, removal or defacement of and/or tampering with any property or equipment owned or leased by the Cadence Supervisors, any Guest or any other Tenant is prohibited. This includes borrowing without specific prior approval.
- Any Tenant who maliciously or accidentally damages any property or equipment owned or leased by the Cadence Supervisors will be responsible for the cost of the damage and labor to restore or repair The Cadence to its original condition, reasonable wear and tear excepted.
- Tenants will be responsible for the actions of and/or damages incurred by their Guests
- To the extent permitted by law, Tenants are prohibited from repairing damage to The Cadence or any property or equipment owned or leased by the Cadence Supervisors. If any such property is damaged, you are instructed to immediately report the damage to the Housing Office.
- Common area damage charges not readily assigned to a particular Tenant may be charged to a group or Tenants of the entire Community. Furniture provided by the Cadence Supervisors may not be removed from your room or apartment, or the common areas, as applicable.
- Furniture may not be stored on balconies or in balcony storage. Tenants are responsible for the condition of their room, apartment and the furnishings provided for them by the Cadence Supervisors.
- Tenants must keep balconies clear of obstructions such as screens, bamboo or other coverings that block the view for safety personnel

UNAUTHORIZED ENTRY OR USE

Unauthorized entry into any part of The Cadence and unauthorized use of, or misuse of property or equipment owned or leased by the Cadence Supervisors, is prohibited.

VIDEO CAMERAS

Video cameras may be located in the common areas for the protection of Tenants. Cameras may monitor outside areas near The Cadence. Covering, removing, breaking,

damaging or tampering with video cameras is a violation of this Handbook and will result in disciplinary action.

LITTERING/TRASH REMOVAL

Littering, inappropriate disposal of trash, and/or sweeping debris into a common area or the surrounding grounds is not permitted. If the problem is persistent and not able to be resolved by the Community, fines may be issued for violations of this policy.

LOCKS

Installation of any door locks other than those provided by the Cadence Supervisors and approved by the Cadence Supervisors is prohibited. Unauthorized duplication of keys is also prohibited.

QUIET HOURS

Quiet hours mean that Tenants must keep noise at a very minimal level in all of the Community housing, surrounding grounds, common areas. Quiet hours are as follows:

10:00pm – 8:00am on weeknights

12:00pm – 9:00am on weekends

Other residents of Mohawk Street are entitled to call the Pasadena Police Department for any noise complaints after 10:00pm.

During times not designated as quiet hours, Tenants and their Guests must limit noise so as to reasonably avoid disturbing other Tenants. Loud talking or group gatherings that disturb others are prohibited.

SAFETY/SECURITY

Safety and security policies are necessary for the safety of Tenants, and therefore, must be followed. For the avoidance of doubt, safety and security violations include, without limitation, the following:

- Unauthorized use, possession, or duplication of keys, including lending keys to any person.
- Failure to lock or secure doors, entrance doors. Propping of any door, other than your own room or apartment door.
- Unauthorized use of or access to rooftops, ledges, or areas marked for restricted access.
- Providing access by any means to room or apartments to any person other than Tenants with key access, the Cadence Supervisors, or attended Guests.
- Removal of any window screens, except in the case of an emergency. All Tenants may be fined if a screen is removed for a non-emergency purpose.
- Throwing, dropping, or projecting any objects from any doorway, window or balcony.
- Using your balcony or window as a means of entry or exit; or using it to store unsightly articles or garbage.

- Sitting or perching on, or jumping over, balcony railings.

SMOKING

The City of Pasadena prohibits smoking in places of employment (including offices and businesses), enclosed areas open to the public (whether privately or publicly owned), and all public sidewalks or walkways, parkways, curbs and gutters. Additionally, smoking is prohibited within twenty-five (25) feet from any such areas, except sidewalks, walkways, parkways, curbs and gutters.

Smoking is prohibited at The Cadence, except for smoking area designated by the Cadence Supervisors, if any, in their sole and absolute discretion. Smoking in private vehicles is permitted.

Electronic cigarettes and cannabis are included in the definition of smoking, and use and possession of the same are prohibited wherever the use of cigarettes is prohibited.

RELATIONSHIP VIOLENCE

Relationship violence is prohibited. Relationship violence includes any act of violence or threatened act of violence that occurs between individuals who are involved or have been involved in a sexual, dating, spousal, domestic, casual acquaintance, friend, roommate, or any other intimate relationship. Relationship violence may include any form of prohibited conduct, including physical assault, dating violence, domestic violence, sexual assault, and stalking.

Relationship violence is considered a form of sexual misconduct under Title IX. To file a complaint or report, or to request additional information, contact the LACM Title IX Coordinator as set forth on page 1 of this Handbook. All complaints and reports of relationship violence will be shared with the LACM Title IX Coordinator. All Title IX procedures and policies adopted by LACM will be upheld at The Cadence as well.

Refer to the LACM catalog for additional Title IX information:

<https://www.lacm.edu/wp-content/uploads/2021/08/Catalog-2021-2022.pdf>

<https://www.lacm.edu/catalog/>

Physical Assault

Physical assault means threatening or causing physical harm or engaging in other conduct that threatens or endangers the health or safety of any person.

Dating Violence

Dating violence is violence committed by a person who is or has been in a social or dating relationship of a romantic or intimate nature with the recipient or victim of the violence. Dating violence is not evaluated for severity, pervasiveness or offensiveness, or denial of equal educational access, as such conduct is sufficiently serious to deprive a person of equal access.

Domestic Violence

Domestic violence is violence committed by a current or former spouse, current or former intimate partner, current or former cohabitant of the complainant, someone with whom the complainant shares a child, or a person similarly situated under California domestic or family violence law. A cohabitation relationship must be romantic in nature and may not merely consist of roommates. Domestic violence is not evaluated for severity, pervasiveness, offensiveness, or denial of equal educational access, as such conduct is sufficiently serious to deprive a person of equal access.

Sexual Assault

Sexual assault, sexual battery, or rape of a Tenant, Guest or any other person on or about The Cadence is prohibited, which includes any and all sexual activity conducted without the expressed affirmative consent of all parties involved. For purposes of this Handbook, "affirmative consent" shall mean informed, affirmative, conscious, voluntary, and mutual agreement to engage in a sexual activity. Silence or lack of protest is not affirmative consent. Affirmative consent cannot be given by someone incapable of giving consent, including, without limitation, due to status as a minor, incapacity, familial relationship, or the application or threat of force. Affirmative consent must be communicated through clear words or action.

Stalking

Stalking is prohibited. For purposes of this Handbook, "stalking" shall include engaging in an unwanted course of conduct of two or more acts 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 and includes acts in which the actor directly, indirectly or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, harasses or communicates to or about a person or interferes with a person's property. Stalking is not evaluated for severity, pervasiveness, offensiveness, or denial of equal educational access, as such conduct is sufficiently serious to deprive a person of equal access.

Examples of stalking behavior include, without limitation:

- Unwanted, intrusive, and frightening communications from the perpetrator by phone, mail, email, text and/or social media.
- Leaving or sending the person unwanted items, presents, or flowers.
- Following or lying in wait for the person at places such as home, school, work, or place of recreation.
- Making direct or indirect threats to harm the person, the person's children, relatives, friends, or pets.
- Damaging or threatening to damage the person's property.
- Harassing the person through the internet.

- Posting information or spreading rumors about the person on the internet, in a public place, or by word of mouth.
- Any other acts in which the actor directly or indirectly, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates, to or about a person, or interferes with a person's property. Stalking may be considered a form of sexual misconduct under Title IX, and if so considered, will be shared with the LACM Title IX Coordinator.

THREATENING BEHAVIOR

Conduct that threatens or endangers the health or safety of any person on or about The Cadence is prohibited, including physical abuse, threats, intimidation, harassment, or sexual misconduct.

VISITATION/GUEST POLICIES

This visitation policy is designed with the safety and consideration of Tenants and their property in mind. Tenants are permitted to host Guests as long as the rights and privacy of the other Tenants living in the room and apartment are taken into consideration, and the following guidelines are observed.

Tenants who are parties to a lease with the Cadence Supervisors but are visiting other Tenants in other apartments are considered "Tenant Guests;" all other Guests are considered "Non-Tenant Guests." Tenant Guests are permitted, and do not require prior approval by the Cadence Supervisors. There are two types of Non-Tenant Guests permitted to visit The Cadence: Short-Term Guests and Overnight Guests.

- A "Short-Term Guest" is any Non-Tenant Guest, other than an Overnight Guest, hosted by a Tenant.
- An "Overnight Guest" is any Non-Tenant Guest, hosted by a Tenant, whose visit lasts more than six (6) hours, beginning or falling between the hours of 9:00pm and 6:00am.

The Cadence Supervisors reserve the right to deny access to any Guest for any reason in their sole and absolute discretion.

All Guests shall follow the registration process described below:

- All Tenants of a room or apartment must give their approval before any Guest enters the room or apartment, as applicable. The right of a Tenant to occupy his/her/their room and apartment without the presence of a Guest will take precedence over the right of a Tenant to host Guests. Tenants may revoke their approval of a Guest for any reason at any time in their sole and absolute discretion, and the Guest must then vacate The Cadence.
- All Overnight Guests must be registered with an RA or via a form provided by the Cadence Supervisors at least twenty-four (24) hours in

advance. **All Overnight Guests must have an overnight application on file.**

- No Tenant may allow Guests access to The Cadence after 10:00pm without following the registration process. This includes, without limitation, boyfriends, girlfriends and family members.
- Tenants are responsible for their Guest's conduct at all times, and any and all damages incurred by that Guest. All Guests must comply with all policies set forth in this Handbook and your Lease. The Cadence Supervisors shall have the right to request that all Non-Tenant Guests provide identification or immediately leave The Cadence.
- All Non-Tenant Guests must be accompanied by his/her/their host at all times. Non-Tenant Guests are not permitted to be unescorted and may not be left unattended in the host's apartment or within the Community.
- Occupancy in any apartment at any given time must not exceed ten (10) people, including the Tenants assigned to that apartment. Guest registration for an apartment will be cut-off after four (4) people have been registered to that apartment.
- Advertising for open parties or gatherings is not permitted under any circumstance.
- **Overnight Guests are limited to one (1) night. Additional consecutive nights will require administrative approval one (1) week in advance.**
- **Any student caught in violation of this Guest policy will be subject to disciplinary action.**

WEAPONS, FIREARMS AND AMMUNITION

Firearms, ammunition, fireworks, explosives, highly flammable materials, weapons, projectile devices, guns, knives, tasers, swords, hatchets, replica weapons, lasers and all other weapons, materials and instruments which pose a risk of damage or injury is strictly prohibited.

This prohibition includes, without limitation, the following:

- Firearms: Any gun, rifle, pistol or handgun designed to fire bullets, BB pellets or shots (including paint balls or darts) regardless of the propellant used, including, without limitation, Airsoft guns, ornamental rifles used for ROTC training and "replica" weapons.
- Weapons: Any instrument of combat possessed or carried for the purpose of inflicting or threatening bodily injury, including, without limitations blackjacks, slingshots, billy clubs, sandclubs, sandbags, metal knuckles and tasers.
- Knives, including, without limitation, dirks, daggers, ice picks and pocket knives.
- Any dangerous implement that could reasonably be perceived as a weapon, regardless of whether

or not it is legally deemed to be a weapon by definition. This includes, without limitation, pocket knives, hunting knives, paintball guns, firearms, self-defense weapons, and all other implements that could cause bodily harm. Kitchen utensils and other household items are excluded, but can be utilized as weapons, and are thus subject to this prohibition if used inappropriately or in a threatening manner.

WILLFUL DISRUPTION

The following acts are prohibited:

- Participating in an activity that materially disrupts the normal operations of The Cadence, or infringes on the rights of the Tenants:
- Verbal attacks, physical assaults and other similar actions on or against Tenants, the Cadence Supervisors, Guests and/or property or equipment owned or leased by any of the foregoing.
- Physical or written defacement or destruction of property or equipment owned or leased by the Cadence Supervisors, Tenants, Guests, including, without limitation, LACM postings and posters.
- Disruptive behavior that negatively impacts The Cadence and the ability of others to live and study.

VIOLATION/WRITE UP PROCEDURE

If you are found by the Cadence Supervisors to have violated any of the policies set forth in this Handbook you may be subject to a written violation, among other penalties. Violations must be signed by both the student and the Cadence Supervisors, or either of them. Depending on the circumstances, additional disciplinary action may be imposed. Responses to violations may include, without limitation, any or all of the following: warning, room reassignment, removal from The Cadence, educational sanctions, or an additional fee.

ONLINE SOCIAL NETWORKS

You will be held accountable for online postings or messages depicting or describing violations of any of the policies set forth in this Handbook or your Lease.

PASSIVE INVOLVEMENT

You are responsible for choices you make. In the presence of a policy violation, you may attempt to stop the violation, contact the Cadence Supervisors or your RA and/or immediately remove yourself from the situation and the vicinity of the violation. If you choose to remain at the scene of a policy violation, you will be included on the incident report and may be held accountable for a policy violation.

IMMEDIATE REMOVAL

You may be asked to vacate The Cadence if you or your Guests engage or threaten to engage in behavior which poses a danger of physical harm to yourself or others, or if your or your Guests engage or threaten to engage in

behavior which would cause significant property damage or directly and substantially impede the lawful activities of others.

Students may be immediately removed from The Cadence for the following violations:

- Repeated noise related violations.
- Abuse or mistreatment of the Cadence Supervisors, Tenants, Guests or LACM students.
- Tampering with fire safety equipment, intentionally or negligently starting a fire.
- Tampering with or removing locks, keys, access cards, or security.
- Use of fireworks or other explosives.
- Throwing objects out of balconies or windows.
- Possession and/or use of firearms or other weapons.
- Possession, use, or distribution of illicit drugs.
- Repeated inappropriate use of marijuana or cigarettes.
- Physical assault.
- Harmful or threatening behavior toward yourself or others.
- Continued demonstration of poor personal hygiene, and/or an unwillingness to keep domain clean and safe for all Tenants.
- Repeated violations of any behavior or action that violates this Handbook or your Lease.

FACILITIES AND SERVICES

KEYS

You are responsible for all assigned keys, garage openers and other access devices. Keys may not be loaned to or exchanged with any other person.

In the event you lose your key, (a) contact the Housing Office for a service request to obtain a new key, and (b) ask an RA for a temporary key. If your key breaks or bends, put in a service request for a new key and bring the broken key to an RA or staff member.

You are required to pay a \$200 non-refundable fee for any key that is lost or stolen. If your key breaks or bends, you will not be subject to the replacement fee. You are prohibited from duplicating, making, causing to be duplicated, using or possessing a key to any portion of The Cadence without proper authorization.

LOCK-OUTS

In the case of a lock out, you are instructed to:

- Call/Text your roommates to let you in
- Call/Text an RA to assist you if roommates are not available.
- If an RA is needed, an official lock-out will be recorded. Excessive lock-outs may lead to, among other things, penalties and fees.

This lock-out procedure applies to both your apartment and front gate lock outs.

INSURANCE & PERSONAL PROPERTY

The Cadence does not assume liability, directly or indirectly, for any loss or damage to personal property by fire, theft, water, or any other cause except to the extent required by applicable law. Renters insurance is strongly encouraged for all Tenants. Additionally, the Cadence Supervisors are not responsible for personal property left behind by Tenants after their withdrawal, transfer, departure, suspension, or eviction from any room or apartment.

MAINTENANCE AND CUSTODIAL SERVICE

The Cadence is your home for the coming year, and we are happy to have you here. If there are necessary repairs or maintenance issues, submit a maintenance request on-line at your TenantCloud Portal. Please be aware that in some cases, it may take several days for a service request to be completed, particularly if parts must be ordered. To check the status of your request, please see your service ticket on the TenantCloud Portal.

Most service requests are completed within 24-48 hours.

Service requests submitted after 3:00pm will be processed the following business day. All maintenance emergencies shall be reported immediately to the Cadence Supervisors.

To provide a quick response to your service request, maintenance personnel may access your room or apartment, as applicable, when you are not present. You shall keep your room and apartment clear for

maintenance personnel to work, and must take your room keys with you. Maintenance staff are trained to always lock the door when they leave.

The Cadence Supervisors provide a weekly bathroom cleaning staff. Tenants are expected to keep a neat and orderly bathroom space for the cleaning crew to access.

CUSTODIAL

Taking pride in the living areas is a shared responsibility. Our custodial staff is responsible for maintaining the cleanliness of the laundry facility and common areas outside of the apartments.

You are responsible for maintaining the cleanliness of your own room and apartment. Health and safety inspections are conducted monthly in all apartments. Fees for re-inspection and cleaning will be assessed if your apartment does not meet an acceptable standard of cleanliness, health and hygiene.

It is important that you do your part to maintain a clean and healthy community. You must place all waste in designated garage dumpsters provided by the Cadence Supervisors. You are encouraged to purchase and use a trash can for your apartment. Any required excessive cleaning caused by you or your Guests will be charged to you.

PARKING

To park in the parking lots at The Cadence, you must purchase and display a tenant parking permit. The permit is valid only at The Cadence. Vehicles without proper permits will be cited. You may apply for and purchase a tenant parking permit through your TenantCloud Portal. The permit will be issued and parking spaces will be assigned by the Cadence Supervisors in their sole and absolute discretion. Permits are \$50/month for a single parking space or \$25/month for a tandem parking space.

Parking at The Cadence is enclosed by gates and requires the use of a garage opener for entry. These openers are to be used only by Tenants with assigned parking spaces, and only for the garage assigned. Failure to turn in garage openers and permits when moving out will result in additional charges

The Cadence Supervisors take no responsibility for any property lost or stolen in the garage.

PARKING CANCELLATION

Parking is approved on a month-to-month basis. To cancel your tenant parking permit, you must provide notice to the Cadence Supervisors in writing via your TenantCloud Portal. Garage openers and permits must be returned to the Cadence Supervisors upon receipt of the cancellation approval.

BICYCLES

Bicycles may be kept in the garage, locked against the gated area. We encourage you to purchase a lock. The Cadence Supervisors are not responsible for stolen bicycles.

MAIL

If you have mail sent to you while you are living in The Cadence, the address you will use is as follows:

Your Name
2415 Mohawk St, Apt #
Pasadena CA 91107

*Your mailbox number is the same as your apartment number

Your mailbox is controlled by the U.S. Postal Service and maintained by the Cadence Supervisors. It is a crime to force open someone else's mailbox or for anyone other than a postal service employee to deposit anything therein.

The Cadence Supervisors are not responsible for any outgoing mail or outgoing mail slots that have been covered to prevent use by the U.S. Postal Service. Tenants must immediately report any damage to a mailbox to the Cadence Supervisors.

The Cadence Supervisors will not take responsibility for keys or other items placed in mailboxes. The Cadence Supervisors will not accept packages for any Tenants. If you are expecting a package, you must make arrangements with the courier service (U.S. Postal Service, FedEx, UPS, etc.). If you are unavailable to accept your package, you must make alternate arrangements with the courier service for delivery or send it to an address where you know someone can accept it or require a signature. Requiring a signature will force the courier company to make several attempts to deliver. The carrier will not leave a package that requires a signature in an open air area.

All Tenants are responsible to notify the U.S. Postal Service directly if they have an address change

If your package is missing or stolen, you must contact the carrier directly.

LAUNDRY FACILITIES

Washers and dryers are provided on the ground floor at the front of The Cadence. Machines are operated with coins or through the PayRange payment app. **Malfunctions should be reported to the laundry company as indicated on the machines and/or wall.** You are sharing these facilities with many Tenants. Do not leave your clothes unattended, and remember to respect others' property. To avoid having your clothing items removed from a machine by another Tenant, we recommend clearing, changing or removing your own laundry promptly after the cycle ends.

The Cadence Supervisors reserve the right to remove and dispose of items left in the laundry facilities for more than twenty-four (24) hours.

TRASH DISPOSAL

Grease, oil, or hard food shall not be poured down any drains in or about The Cadence. You must let the grease, oil, or hard food cool and then place it in a container to be removed with the rest of your trash. Leftover food may not

be flushed down the toilets, it must be thrown out with the other trash to maintain a clean and healthy environment.

PEST CONTROL

Keep your room and apartment clean and store food properly, placing leftovers in containers with a cover, in plastic saran wrap, Ziploc bags, or the like. If you have pest problems, except for ants, you must fill out a Maintenance Request form in your TenantCloud Portal. If you have ants, you must clean the area thoroughly yourself and treat that area yourself with ant repellent that you have purchased.

APPLIANCES

The refrigerator and microwave in your apartment have finishes that can be easily scratched. These appliances should be cleaned with the proper materials. You must not use steel wool, scrapers or scouring pads. A regular sponge used with liquid, non-abrasive cleanser is good for cleaning all of the appliances.

Listed below are kitchen appliances that may NOT be used in rooms or apartments for safety reasons.

- Electric frying pans / Deep fat fryers.
- Space heaters.
- Portable dishwasher.
- Open coil electrical units.
- Hotplates.
- Barbeques.

Any and all damage caused by your use of the above-listed equipment will be charged to you.

Apartments are equipped with a garbage disposal. These garbage disposals cannot grind material such as bottle caps, wire ties, un-popped corn, coffee grounds, potatoes, egg shells, rice, pasta or fibrous vegetables (e.g., artichokes, celery, onion skins, carrot tops). Do not put grease in the garbage disposal. Do not put cooked or uncooked rice or pasta in the garbage disposal as the starch builds up in the drains and clogs them. Always use lots of cold water when running the garbage disposal to clear the drains.

Do not use drain opener chemicals in the garbage disposal, sink or drain. These chemicals are dangerous to persons working on the lines and will ruin garbage disposals and drain opening equipment. If you have used a chemical in the pipe, notify the Housing Office when you place your work order so the responding mechanic takes additional precautions.

FLOORS

Most apartments have linoleum or vinyl flooring. A mild detergent or one-step wash and wax product will maintain the finish on the floor without damaging it. The newer vinyl floors are the no-wax type. Hardwood and laminate floors should be dry-mopped only with a microfiber mop or a dry dust mop. Tenants in apartments with carpeted floors are responsible for vacuuming regularly and spot cleaning as necessary. All cleaning supplies must be purchased at the student's sole cost and expense.

MINI FRIDGE AND MICROWAVE

Only use microwave-safe dishes when using the microwave. The top door on the minifridge is the freezer. The bottom door is the refrigerator. Keep the temperature control on both the refrigerator and freezer at a medium temperature. Keep the refrigerator plugged into the wall at all times. Be sure to keep the doors of the freezer and refrigerator closed when not in use to keep cold.

WALLS, DOORS AND CEILINGS

Any method you use to attach something to the walls or ceilings may cause damage, so consider the potential damage before you proceed. While neither sanctioning nor prohibiting attaching objects to the walls or ceilings, the cost of repairing and repainting damaged room walls or ceilings will be billed to you. The Command Strip brand of removable adhesives works best for hanging things on walls (other brands tend to leave marks when removed).

THERMOSTATS

Thermostats must be turned off if and when the apartment is vacant, including, without limitation, when all Tenants assigned to the apartment are attending classes or are gone for the weekend.

If you are having trouble with your heating or air conditioning you must submit a service request through your TenantCloud Portal.

LIGHTS

In an effort to conserve electricity, always turn off room or lounge lights when they are not in use.

TUBS/SHOWERS

Because of the amount of moisture that is present in the air in a shower, moderate mold and mildew may occur, which can be prevented by regular use of an after-shower spray. Cleaning on a regular basis is the only way to control mold and mildew. A simple solution of bleach and water will control mold and mildew while a mild nonabrasive cleanser will maintain the cleanliness of the tile and the tub. Contact the Cadence Supervisors through TenantCloud Portal if you have problems with water accumulation or rust stains.

All bathing and washing must be done inside the bathtub or shower. Shower curtains must be tucked inside the tub and shower doors must be kept closed during use to prevent water accumulation on bathroom floors. Excessive water on the bathroom floor will result in severe damage to the tiles and sub-floor. You will be charged for this type of floor damage.

TOILET CLEANING

Cleaning your toilets regularly is important, however certain types of cleaners (including Drano or Liquid Plumber) will harm the toilet tanks. Toilet tank tablets (large tablets put directly into the tank to release cleaners over time) are prohibited because they clog the toilets and require maintenance service. If these items are used and create a problem, we will charge you for required services.

COMMON AREAS

Common areas such as the courtyard and laundry facility are provided for your use and enjoyment together with the Cadence Supervisors and the other Tenants. While these areas are maintained by custodial and maintenance staff on a regular basis, you must help limit actions or behaviors that result in additional clean up in or around The Cadence or disruption of the Community.

There are no reservations for use of picnic tables, or any other common area space or equipment.

Tenants are required to cooperate with each other in the use of the common areas.

- Running, roughhousing, skateboarding, roller-skating, roller-blading, frisbee or ball throwing, and any two- or three-wheeled vehicle riding is not permitted in the courtyard or garage.
- Courtyard furnishings are not to be moved to any other location.
- No electric vehicles, except wheelchairs, are to be used on the premises.
- Do not leave any raw food or food items unattended in common areas.
- Deposit trash in the garage dumpsters provided by the Cadence Supervisors.

UTILITIES

The Cadence Supervisors pay for water, trash removal, gas, electricity, and internet access for all Tenants; however, excessive utilities usage may be charged back to the applicable Tenant(s).

WINDOWS, BALCONIES AND PATIOS

Window screens are not to be removed, loosened or altered. Tenants will be billed for breaking the seal, including the tamper tag, on an operable screen and will be billed the cost to replace, reinstall or repair damages (when applicable) to any screen. Tenants and Guests may not enter or exit a room or apartment through the windows except for emergency, safety and/or security purposes. No items, except patio furniture designed for outdoor use, may be placed on balconies and patios. Hangings, partitions or curtains of any type may not be used on balconies or patios. Balconies and patios shall not be used for storage of furniture, barbecues, bicycles, or other items including hanging of laundry. Unauthorized entry to other rooms, apartments, window sills, roofs, ledges and balconies is prohibited. Personal items may not be left in the hallways or walkways as such items may impede emergency efforts or otherwise be a hazard.

ECO LIVING AT THE CADENCE

Small actions repeated every day can significantly reduce your personal impact on the environment.

Electricity

- Turn off your lights when you leave your room and use natural lighting whenever possible.

- Switch out your incandescent light bulbs for energy efficient LED ones in your desk and floor lamps.
- Unplug anything not in use to prevent phantom energy leaks; even if they're off, plugged in electronics still use energy. Use a power strip or surge protector to turn off multiple electronics at once.

Laundry

- When doing laundry, wash in a cold cycle - many find that it cleans just as well as a hot cycle and uses less energy (90% of the energy used by washers goes to heating water).
- Wash full loads of laundry and use concentrated, environmentally friendly detergent.
- Wash and dry your clothes outside the peak energy hours of 4:00pm to 9:00pm. By using less electricity during these hours, you can ensure that your energy is coming from cleaner sources.
- If you have the space, purchase a clothes-drying rack to save energy and money.

Water

- Turn the faucet off while brushing your teeth and while shaving or washing your hands with soap.
- Limit your shower duration to 5-7 minutes.
- Fill your reusable water bottle at the hydration stations around campus.

Recycling

- Think before you print. If you do need a paper copy, print double-sided.

LEASE AGREEMENT INFORMATION

TERMS AND CONDITIONS

By completing your Lease, you agree to comply with and are expected to follow and comply with all of the terms and conditions set forth therein and in this Handbook. You can view your Lease on your TenantCloud Portal or on the Housing website at www.lacm.edu/housing.

PAYMENTS

Your payment information can be found by logging in to your TenantCloud Portal. A billing representative can be reached via the messaging system through TenantCloud. The Cadence Supervisors try to respond within forty-eight (48) hours.

ROOM CHANGE REQUESTS

Tenants may request a room switch by submitting a completed Room Change Request form to the Housing Office. Requests received during the weekend will be processed the following Monday. If an accommodation is available based on your request, you will receive an email offer and will have twenty-four (24) hours to reply to the email. If the Cadence Supervisors are unable to accommodate your request, you will be placed on the wait list. Email notification will be sent to your email address on file with the Cadence Supervisors.

There is a Two Hundred Fifty Dollar (\$250) room switch fee that will be applied for any request that is approved by the Cadence Supervisors in their sole and absolute discretion. Contact the Housing Office for the Room Change Request form.

In an effort to make The Candence an enjoyable living experience, the Cadence Supervisors offer an annual "Room Switch Day" that takes place approximately 5-6 weeks into the Fall Quarter. On this Room Switch Day, Tenants are allowed to switch rooms or apartments without any penalties or fees. The request process must be approved by the Housing Office, in its sole and absolute discretion, prior to the Room Switch Day. Other than Room Switch Day, Tenants are allowed only one (1) Room Change Request and will be subject to fees.

CONTRACT RELEASE REQUESTS

Your Lease is a legally binding document. By signing it, you have agreed to certain terms and conditions, which include expectations for occupancy and conduct. Breaking this contract has serious consequences.

You may request a "contract release" at any time. Depending on your reason and documentation provided to support your request, you may be charged rent beyond the day that you check out of your room. Refer to Section 2 of your lease for additional details.

Exceptions to Cancellation/Termination Fees: You shall not be required to pay a cancellation or termination fee in connection with the termination of your Lease if any of the following apply:

- One of your immediate family members or guardians dies.

- You must provide proof via death certificate, obituary, or contact information for funeral home, hospital, or hospice.
- Your long-term hospitalization or other extenuating medical condition
 - You must provide proof via a letter from physician/hospital
- You are entering into military service
 - You must provide Standard Form 180 or documentation providing proof of foreign military service.

For more information about contract release, refer to your Lease or contact the Housing Office.

FAQ's

How do I request a room switch?

Tenants may request a room switch by submitting a completed Room Switch Request form to the Housing Coordinator. You must request the form from the Housing Coordinator. There is a \$250 room switch fee that will be applied for any request that is accommodated.

Students have the option to switch rooms without penalty during our annual Room Switch Day, given that all necessary paperwork has been received and approved. Tenants are allotted one extra room switch throughout the year with fee.

If my roommate moves out, can I keep my room to myself?

No. If a space becomes available in a shared room or apartment, the remaining tenant(s) may be asked to either consolidate or accept a new roommate at any given time. Be a gracious roommate. Failure to prepare your room for a new roommate, or any effort to make a new roommate feel unwelcome, is considered a violation of policy.

What if I lose my key?

Let an RA or the Cadence Supervisors know at once. You may also submit a maintenance request for a replacement. A lost key poses a security risk. Speak with an RA to receive a temporary replacement key. Replacement of lost or stolen keys will be ordered and you will be billed.

Do I need renter's insurance?

The Cadence Supervisors have no insurance to cover damage to your personal property. Therefore, the Cadence Supervisors highly recommend that you obtain insurance, such as a renter's policy. (Your parents' homeowner's insurance policy may cover theft or damage of property in your room. Check with your insurance agent.)

What if I need to cancel my license for housing?

Your Lease is a legally binding document. By signing it, you have agreed to certain terms and conditions, which include expectations for occupancy and conduct. Breaking this contract has serious consequences.

You may request a "Contract Release" at any time. Depending on your reason and documentation provided to support your request, you may be charged rent beyond the day that you check out of your room.

For more information about Contract Release, refer to Section 2 of your Lease or contact the Housing Office.

What if I lock myself out?

An RA will assist you in entering your room, regardless of the reason for lock out. The Cadence Supervisors may not be readily available and you may be required to wait. Repeated incidents may result in a \$25 fee and/or legal action. Asking your roommates to let you in first is always a good idea.

How can I get something repaired in my room?

Repairs will be made on a priority basis when a service request has been submitted. Request a repair by initiating a service request on the TenantCloud Portal. Please be aware that in some cases, it may take several days for a service request to be completed if parts must be ordered. Please note that the Cadence Supervisors have the right to enter your apartment for the purpose of inspection and repair, as set forth in your Lease. In most cases, notice of entry is provided in advance, however, some situations may require immediate attention from the Cadence Supervisors. You do not need to be present at the time of the service window. You can check the status of your service requests in your TenantCloud Portal.

Am I permitted to have guests?

All visitors and guests must be escorted by you at all times. You accept responsibility for the behavior of your visitors and guests and must inform them of LACM and housing regulations.

May I host an overnight guest?

The overnight guest privilege is extended to all Tenants on a temporary and occasional basis only after (a) obtaining approval from his/her roommate(s) and the Cadence Supervisors, and (b) registering the Guest with an RA or Housing Coordinator, in accordance with your Lease.

I'm uncomfortable with the drinking and drug use in my building. Do I have to put up with it?

No. Alcohol is not permitted in The Cadence or any other LACM affiliated building. Drugs are also not permitted. Alcohol use and binge drinking create problems for millions of college students who are not binge drinkers. Known as secondhand binge effects, these may include physical assault, sexual harassment, sexual assault, rape, interrupted sleep, property damage, impaired study time and a generally unpleasant college experience. Concerned or inconvenienced Tenants should feel empowered to insist that other Tenants comply with the alcohol and drug policies, and, if they are not successful in their efforts, the Cadence Supervisors should be notified to request further action be taken. Underage drinking has stiff penalties in California. These penalties include a \$250 fine, suspension of a driver's license, community service, mandated counseling and college judicial sanctions. Judicially mandated intervention will include a fee of at least \$100. Additionally, students who violate alcohol and drug policies may be suspended or, in some cases, expelled.

