

THIS UNIVERSITY OF SOUTH CAROLINA AIKEN HOUSING AGREEMENT ADDENDUM IS SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT.

2020-2021 UofSC Aiken Housing Agreement Addendum

Issued July 8, 2020

As you know, we are living in unique and unprecedented times. UofSC Aiken holds as paramount the health, safety and welfare of our community. Yet, we all must acknowledge that we cannot guarantee a COVID-19 free environment and it would be disingenuous to suggest otherwise. Taking steps to reduce the risk of COVID-19 is the shared responsibility of every member of our community. Therefore, as the UofSC Aiken prepares for the return of residential students on our campus for the 2020-2021 academic year, we know changes will be required to follow the CDC and DHEC health and safety standards and guidance for community living due to Covid-19. Acknowledging these changes to the traditional UofSC Aiken residential experience, we are issuing the following addendum to the UofSC Aiken Housing Agreement to provide students with greater detail about these shared obligations, what they may expect and how changes may impact their residential experience in the coming year. Please take the time to carefully review each item.

Additional Terms, Conditions and Responsibilities for 2020-2021 UofSC Aiken Housing Agreement:

1. Health and Safety.

A. The Student acknowledges the inherent elevated risk associated with living in a community environment and the Student's shared obligation to prioritize health and safety for the benefit of the entire community.

B. The Student acknowledges that he or she has considered his or her own personal health status and increased risk factors inherent with community living, including the risk of exposure or infection by COVID-19, when deciding to live on campus.

C. The Student agrees to adhere to University expectations intended to minimize risk of exposure to COVID-19 consistent with health and safety guidance including, but not limited to, practicing physical distancing as recommended by CDC and wearing appropriate face covering when within six feet of another individual when required. More information may be found at: <https://www.usca.edu/pacer-ready>

D. University staff will educate and inform residential students on appropriate cleaning protocols within their personal living space and shared spaces. The Student acknowledges their responsibility to keep personal living space in a sanitary condition and to adhere to sanitation standards in shared spaces. UofSC Aiken staff retain the right to conduct health and safety inspections of the living space.

E. The Student acknowledges that he or she may be required to submit to symptom checking or COVID-19 testing to access the residential community.

F. The Student agrees to disclose to the UofSC Aiken Student Health Center immediately upon notification of positive COVID-19 test status or contact from SC DHEC about exposure and instruction to isolate.

G. The Student agrees to comply with University direction requiring isolation. Isolation may require removal from assigned room, building, or campus. Isolation does not constitute cancellation of the UofSC Aiken Housing Agreement.

H. Students are required to comply with all health and safety law, orders, ordinances, policies, regulations, and guidance adopted by the University or University Housing as it relates to COVID-19. This guidance may evolve as circumstances warrant. The University may require student to leave University Housing in the event the Student's continued presence poses a health or safety risk to the housing community.

I. Residential Students may depart University Housing when UofSC Aiken on campus classes end at Thanksgiving, however, this does not constitute an end to the Uof SC Aiken Housing Agreement; should a resident desire to remain in University Housing after on campus classes have ended in fall 2020, the resident will be required to complete an Intention to Remain in Housing Form. For those residents who depart University Housing when on campus classes end, they will not be able to return to University Housing until Move In Day in January 2021. This is being done in order to minimize the potential spread of COVID-19 from travel and contacts that may be made during the period when classes are not on campus.

J. The Student acknowledges and understands that although the Student may follow all applicable COVID-19 safeguarding guidelines, it is still possible that the Student may be exposed to COVID-19 whenever the Student encounters other persons on the University of South Carolina Aiken campus. The Student voluntarily assumes the risk exposure to COVID-19 as a result of the Student's daily interactions with other students, guests, employees, and staff in an on-campus residence hall.

2. General Terms and Provisions

A. The Student acknowledges the University may restrict the full use of spaces and amenities within the residential community including, but not limited to:

- a. No overnight visitors, and no visitation from non-UofSC students.
- b. Access to residential spaces is restricted to residential students, University staff, and approved vendors.
- c. Residents may only have one other UofSC Aiken student as a guest in their assigned room at one time.
- d. Access to and use of amenities/space may be restricted or limited in capacity (community space, lounges, kitchen, laundry rooms, elevators, etc.)

B. The Student acknowledges the Agreement start and end dates and the length of Agreement may be adjusted to align with the University academic calendar.

C. The Student acknowledges UofSC Aiken may in its sole discretion change the Student's building or room assignments prior to arrival or at any time during the term of the Agreement.

D. The Student acknowledges Student-initiated room change requests may be restricted or limited after occupancy.

E. In the event of a conflict between the above Addendum and the original Agreement, this Addendum will apply.

UofSC Aiken is committed to supporting our students in their return to campus during this unprecedented time and recognizes the value of the on-campus residential experience. The above information has been provided to allow students to make an informed decision about living in residential housing for the 2020-2021 academic year. While the above is intended to provide some detail, there may be additional modifications needed as the year progresses and we track the impact of COVID-19 on our residential community and campus. As always, we will endeavor to update you with timely information about specific health and safety guidance important for our residential community. More information about UofSC Aiken's Pacer Ready plan may be found at: <https://www.usca.edu/pacer-ready>

F. The Student acknowledges that any failure by Student to comply with these terms and conditions may result in removal from UofSC Aiken Housing, and that if the Student is removed from housing for failure to comply with the above terms and conditions, the Student is still responsible for all associated Housing fees for the year.

3. Agreement to Arbitrate

In recognition of the uncertainty surrounding the COVID-19 pandemic, including its unknown origin, the variety of its symptoms, the methods of transmission, the anticipated arrival date of a vaccine, and the potential for exposure to the virus despite the presence of standard countermeasures, both parties agree to arbitrate any controversy or claim arising out of or relating to the UofSC Aiken Housing Agreement as follows:

- A. Any dispute, controversy or claim (whether based upon contract, tort, statute, common law, or otherwise) (collectively a "Dispute") that arises from or relates directly or indirectly to the subject matter hereof, and that cannot be settled within fifteen (15) calendar days through direct discussions between the parties, shall be determined by mandatory and binding arbitration pursuant to the South Carolina Uniform Arbitration Act. See S.C. Code Ann. § 15-48-10, et seq. Any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be determined by mandatory and binding arbitration in Aiken County, South Carolina, in accordance with the provisions of this Paragraph and the South Carolina Uniform Arbitration Code in effect on the date of this Agreement by a single arbitrator who is selected as provided in Paragraph (B) below. The arbitrator shall base the award on this Agreement and applicable law and judicial precedent. The arbitration shall be governed by the substantive and procedural laws of South Carolina, applicable to contracts made and to be performed therein. The decision of the Arbitrator shall be binding upon the parties and enforceable in the courts of South Carolina. Each party shall equally bear the costs of Arbitration.
- B. Selection of Arbitrator. A single arbitrator shall be mutually selected by the parties hereto. In the event the parties cannot agree on an arbitrator, then a single arbitrator will be selected by the South Carolina Academy of Mediators and Arbitrators Executive Staff.
- C. Authority of Arbitrator. The arbitrator shall have the exclusive authority to decide the scope of issues to be arbitrated. Any challenge to the arbitrability of any issue related in any way to the matters or claims in dispute between the parties shall be determined solely by the arbitrator. Also, any challenge to the validity of this arbitration provision or any subpart thereof shall be determined and decided exclusively by the arbitrator.
- D. No Student Resident in UofSC Aiken Housing shall bring a class action dispute on behalf of other Student Residents or attempt to represent others during any Arbitration proceeding contemplated by this Agreement.
- E. This Arbitration Clause will survive the termination or expiration of this Agreement.

4. Force Majeure Affecting UofSC Aiken Housing Agreements

- A. Casualty Loss or Force Majeure Affecting the University. Should the University of South Carolina Aiken housing facilities or any material part thereof be destroyed or damaged by fire or by any other cause, or if any Event of Force Majeure (defined below) shall render the fulfillment of this Agreement by the University of South Carolina Aiken impracticable, this Agreement shall cease and terminate and the University of South Carolina shall not be liable or responsible to the Student Resident for any damage or loss caused thereby.
- B. Definition of Event of Force Majeure. The term "Event of Force Majeure" shall mean any and all acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action (whether actual, impending, or expected and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism, epidemics or pandemics (including COVID-19), lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by the party claiming the right to delay the performance on account of such occurrence; provided, however, in no circumstances shall the monetary inability of a party to perform any covenant, agreement or other obligation contained in this Agreement be construed to be an Event of Force Majeure.

If the student declines to accept the terms of this Addendum, the student may opt out of living on-campus for the 2020-2021 academic year and will have until July 15, 2020 to submit a request for cancellation without a cancellation penalty. To submit a cancellation request, please go to the University Housing website at: <https://www.usca.edu/housing/current-residents/housing-cancellation>, to complete the cancellation request form.

If the student understands and agrees to comply with these expectations, no additional action is necessary. If no cancellation request is received by July 15, 2020 the student thereby agrees to terms of this Addendum in addition to the UofSC Aiken Housing Agreement.