

2018-2019 STUDENT HOUSING APARTMENT CONTRACT TERMS, CONDITIONS and REGULATIONS

1. **SCOPE.** These Terms and Conditions are, by reference, incorporated into the contract document for Student Housing Apartments consisting of Parts I and II, hereinafter referred to as "the Contract".
2. **PARTIES.** The Student who has signed Part II of the Contract and The Regents of the University of California enter into this Contract upon the following terms and conditions.
3. **TERM. The term of the Contract shall be for the Current Academic Year.** The dates of occupancy are as specified in the Part I of the contract and the rates are specified in the Student Housing Apartment Fee Schedule, hereby incorporated by reference.
4. **THE UNIVERSITY SHALL:**
 - a. Provide the Student a space in an apartment leased by UC Davis. Room furnishings for the Student include a bed, mattress, desk, chair, chest of drawers, study lamp and bedroom wastebasket. Each room contains window coverings, and a bookshelf. Living and dining room furniture will be provided.
 - b. Provide meals to students in the Dining Commons seven days a week, including academic holidays as specified in the Student Housing Apartments Schedule if a meal plan option is selected. The meal plans can accommodate most dietary needs through our Special Accommodations process.
 - c. No cleaning service for common areas or linen service is provided.
 - d. Provide one operable telephone jack per apartment. Maintain the inside wiring for said jack and connections in good working order.
5. **THE STUDENT SHALL:**
 - a. Be entitled to transfer student apartment occupancy only while a registered student at the University of California, Davis. Unless an exception is granted, the Student must be a full time registered student making satisfactory academic progress as defined by the Office of the Registrar and must be enrolled in at least 12 units.
 - b. Pay fees for room in accordance with the dates and amounts specified in the Student Housing Apartment Fee Schedule.
 - c. Complete a Room Condition form at beginning of occupancy and submit the form by the assigned deadline.
 - d. Not use the assigned space for any purpose other than as a personal residence.
 - e. Maintain the space in a clean and orderly condition throughout the contract term. Leave the space in a clean and orderly condition at the termination of this Contract.
 - f. Reimburse the Student Housing and Dining Services Office for loss or damage caused by the Student or guests, to the Student Housing Apartment or its furnishings at the time such loss or damage occurs. Repairs shall only be made by Apartment Complex personnel.
 - g. If under 18 years of age, have parent or appointed legal guardian guarantee full and prompt payment of all sums payable by the Student under this Contract by signing where indicated in Part II of the Student Housing Apartment Contract.
 - h. Vacate the student housing apartment space at the end of the contract period by 10am. Any Student remaining in the Student Housing Apartment space after the end of the contract shall be considered trespassing on University property and legal or University sanctions may be imposed.
 - i. Provide for telephone service and equipment if so desired. The resident is responsible for telephone repair if the problem is in the telephone or in wiring between the telephone and the telephone jack. If the problem is not in the telephone or such wiring, the resident is required to notify the apartment complex management. If such problems are not reported to the apartment complex management and the resident incurs a repair cost, the University shall not be liable for reimbursement to the resident. Only one telephone line per room is allowed.
6. **IT IS FURTHER AGREED THAT:**
 - a. The Student must abide by the terms of this Contract and University Regulations. The University may take appropriate action including termination of this Contract for breach of the Contract terms. A breach of this Contract includes, but is not limited to, the following:
 - i. delinquency of payment for more than fifteen calendar days,
 - ii. failure to comply with University, Student Housing and Dining Services, or Apartment rules and regulations, which are incorporated herein by reference,
 - iii. conduct determined by the University to be detrimental to the Student and/or to the welfare of other residents or staff.
 - b. In addition to any other remedies which may be available to the University, a Student's breach of this Contract may result in exclusion from specified housing/dining areas, referral to Student Judicial Affairs and/or the imposition of University sanctions, including fines and administrative restrictions on future registration, graduation, or the issuance of grades or transcripts.
 - c. Each student identification card that has been validated for meals, if a meal plan is selected, is for the exclusive use of the Student to whom it has been issued and is not transferable.
 - d. No credit or refund is allowed for meals not eaten by the Student. Exceptions are made when:
 - i. Abandonment of the room, based upon the date the Student Housing and Dining Services Residential Services Office receives written notification from the Student, verifies the room has been completely vacated and when the date of discontinued use of the meal card is verified. Meal credit is not given if written notification is received and abandonment occurs during the last two weeks of the quarter. Abandonment of the room with or without written notification from the Student does not relieve the Student of any other liabilities hereunder.
 - e. The University shall not be liable for any loss, damage, or destruction of personal property kept in the Student Housing Apartment spaces unless such is due to the University's negligent or intentional acts or omissions. Further, the University shall not be liable for injuries, loss or damage, including death, due to the Student's use of the apartment facilities, including, but not limited to, pools, spas,

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kitchens, recreational equipment, elevators, etc., except for such injuries, loss, or damage caused by the University's negligent or intentional acts or omissions.

- f. The University by this Contract does not guarantee specific apartment complexes, rooms, or roommates. The University reserves the right to assign and/or reassign the Student to any living accommodations to make space available to a student with a disability, to convert the assigned space from use by one gender to another to meet the student housing guarantee, and for any other reason, at the University's sole discretion.
 - g. The Student understands that the Student Housing and Dining Services Office incurs administrative expense in the event that payments become delinquent. Accordingly, a late fee in the amount set forth in Part I of the Contract will be charged unless the Student Housing and Dining Services Office approves alternate payment arrangements prior to the date the payment is due. **The Student Housing and Dining Services Office does not issue statements; therefore, payments are to be made without demand or billing.**
 - h. The Student's apartment may be entered as allowed by law and for:
 - i. maintenance inspections and repairs during normal working hours;
 - ii. inspection of vacant spaces/rooms in preparation for occupancy by a new resident;
 - iii. during building evacuation drills;
 - iv. safety checks and maintenance inspections during quarter breaks;
 - v. in the event of an emergency, surrender or abandonment of the room;
 - vi. pursuant to a court order.
 - i. University staff will enter rooms only upon a Student's request or consent or after 24 hour notification, except in cases of building evacuation drills, emergency or surrender, and abandonment.
 - j. Room transfer requests to other apartments must be approved by the Student Housing and Dining Services Residential Services Office before a resident may move. An administrative charge is assessed for unauthorized room transfers, including room transfers within a suite or apartment, occurring at any time during the academic year.
 - k. Any waiver or modification of the conditions of this Contract is invalid unless in writing and signed by the Student and an authorized representative of the Student Housing and Dining Services Office.
 - l. Overpayments of less than \$5.00 will not be refunded.
 - m. The room and board rate may be increased up to a maximum of 5% during the term of this Contract.
 - n. Students are not allowed to sublease their Student Housing Apartment space at any time.
 - o. The Student Housing and Dining Services Office reserves the right to withhold a portion or all of any refund due to the Student (e.g., reservation fee or overpayment of room and board), to recover outstanding housing debts incurred by the Student during any period of occupancy (current or previous) and to release any Student Housing and Dining Services credit balance to cover other outstanding University charges.
 - p. The University does not provide renter's insurance, nor does it insure against personal property that may be lost, stolen, or damaged in the Student Housing Apartments.
7. **CONSTRUCTION AND RENOVATION.** Construction and/or remodeling or repair of academic and residential buildings on the Davis campus in the vicinity of the apartments is scheduled for the current academic year. Construction is expected to occur during normal day time working hours, but will result in disturbances and disruptions, including, but not limited to, increased noise and dust in the area surrounding the apartments and planned and unplanned utility shutdowns in the apartments. By signing this Contract, the Student agrees that they have been advised of said scheduled construction, and acknowledges that there will be disturbances and disruptions resulting from such construction and has agreed to such.
8. **DISRUPTION IN SERVICE.** Disruption of service, usually involving dining or custodial services are rare. In the event of any short-term or long-term changes in service, the University will provide clear communication to the Students, maintain or modify appropriate levels of service and deploy mitigation measures as necessary. . By signing this Contract, the Student agrees that he or she has been advised of said potential disruptions, and acknowledges that there may be changes in service resulting from such disruptions and has agreed to such.
9. **RESTRICTED ACCESS.** During the period of construction referenced immediately above, access to certain facilities, streets, parking lots, walking and bike pathways may be limited, rerouted or completely restricted. By signing this Contract, the Student agrees that they have been advised of such limitation or restriction and has agreed to such.
10. **RESERVATION FEE.** Students must submit a Reservation Fee as specified in the Student Housing Apartment Fee Schedule. The Reservation Fee is applied to the total cost of room and board and is due with the signed Contract on or before the date indicated on the Contract, unless deferred through written, mutual agreement with the University. A cancellation fee may be assessed if reservation is cancelled by the Student.
11. **TERMINATION OF CONTRACT DURING EMERGENCIES.** If the Student Housing Apartment premises and/or all or part of an apartment complex is closed due to an emergency or natural disaster, the University may terminate this Contract without prior notice. In no event shall the University be obliged to provide alternate housing or food services to the Student or to rebuild or replace any affected premises.
12. **TERMINATION OF CONTRACT AND REFUND OF RESERVATION FEE.** If the amount specified in any previous year's housing Contract is not paid in full, the University reserves the right to terminate the Student's current housing Contract upon 15 days written notice. It is further agreed that this Contract and all rights of occupancy hereby conferred may be terminated by the University without cause upon

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15 days written notice. In addition, by giving written notice to the Student Housing and Dining Services Residential Services Office at any time prior to the beginning date of your Student Housing Apartment Contract, the Student may terminate this Contract and receive a refund according to the Refund Schedule, less a cancellation fee.

13. REFUND SCHEDULE (Prior to Beginning Date of Contract)

- a. **STUDENT ENTERING ON AN ACADEMIC YEAR CONTRACT:** If written notice of termination is given on or before the last date to terminate contract without penalty, as set forth in Part I of the Student Housing Apartment Contract, the Student is released from the remaining contractual agreement and receives a refund of the Reservation Fee less the cancellation processing fee. If written notice of termination is given after said date but prior to the start of the Fall quarter the Student is released from the remaining Contractual agreement but the Reservation Fee is retained as liquidated damages, and no refund of the Reservation Fee is issued. If, due to prior written, mutual deferment agreement with the University, all or a portion of the Reservation Fee has not been paid at the time of Contract cancellation, the Student remains responsible for payment of the Reservation Fee balance according to the terms of the deferment agreement. Students failing to notify Student Housing and Dining Services that they will not move into their assigned space from the date of move-in weekend through October 1, and are still attending UC Davis, will be responsible for the housing fees as defined by the Room Abandonment policy. Students that notify Student Housing and Dining Services that they are no longer attending UC Davis between move in weekend and October 1 will forfeit the reservation fee.
- b. **STUDENT ENTERING ON A WINTER QUARTER CONTRACT:** If written notice of termination is given before the start of the Winter quarter, as set forth in Part I of the Student Housing Apartment Contract, the Student is released from the remaining contractual agreement but the Reservation Fee is retained as liquidated damages, and no refund of the Reservation Fee is issued. If, due to prior written, mutual deferment agreement with the University, all or a portion of the Reservation Fee has not been paid at the time of Contract cancellation, the Student remains responsible for payment of the Reservation Fee balance according to the terms of the deferment agreement.
- c. **STUDENT ENTERING ON A SPRING QUARTER CONTRACT:** If written notice of termination is given before the start of the Spring quarter, as set forth in Part I of the Student Housing Apartment Contract, the Student is released from the remaining contractual agreement, but the Reservation Fee is retained as liquidated damages, and no refund of the Reservation Fee is issued. If, due to prior written, mutual deferment agreement with the University, all or a portion of the Reservation Fee has not been paid at the time of Contract cancellation, the Student remains responsible for payment of the Reservation Fee balance according to the terms of the deferment agreement.

14. REFUND SCHEDULE (On or After the Beginning Date of Contract)

- a. On or after the starting date for any quarter, as set forth in Part I of the Student Housing Apartment Contract, a Student may terminate the Contract ONLY FOR ONE OF THE REASONS BELOW.
 - i. if the Student graduates, transfers to another campus, is dismissed, is a participant in the Planned Educational Leave Program, or withdraws from the University; if any one of these circumstances are anticipated at the end of the Fall or Winter Quarter, Student Housing and Dining Services must be notified of the Student's plans two weeks before the end of the quarter; or
 - ii. if the Student is denied admission to UC Davis; or
 - iii. if the Student is admitted to UC Davis but fails to register, or cancels registration; or
 - iv. if the Student presents proof of marriage occurring during the term of this Contract; or
 - v. **if approved** by the Student Housing and Dining Services Assistant Director of Residential Services after receipt and review of a written appeal for contract release.
- b. A request for contract release will be considered only when a condition exists that originated after the Student Housing Apartments Conditions of Contract was signed. Please note that financial hardship does not automatically warrant release from the contract. Information regarding the Student Housing Apartment contract release policy and procedure is available online at http://www.housing.ucdavis.edu/apply/cancel_transfers.asp
- c. A prorated adjustment of the quarterly room and board rate will be made ONLY IF THE STUDENT HOUSING AND DINING SERVICES RESIDENTIAL SERVICES OFFICE RECEIVES WRITTEN NOTIFICATION FROM THE STUDENT OF THEIR TERMINATION OF THIS CONTRACT. **Whether or not a Student takes occupancy**, the prorated adjustment of the quarterly room and board rate is based upon the date written request is ACTUALLY RECEIVED by the Student Housing and Dining Services Residential Services Office.
- d. If the Student has received loans and/or grants associated with a federal source account for the payment of campus-based housing, and has terminated the housing Contract for one of the reasons listed above, any refund due the Student may be used as payment for said loans and/or grants.

15. AVAILABILITY OF SEX OFFENDER INFORMATION. As required by state law, the following notice is provided:

Registered Sex Offenders Notice. "Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <http://www.meganslaw.ca.gov/>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides."

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2. **COMMUNITY.** As members of a Student Housing Apartment **community**, students are expected to be considerate of the personal rights of all community members. High-density living requires personal freedom be exercised in a manner that does not restrict the freedom of others. The regulations presented below are designed primarily to ensure the safety and well being of all residents. In addition to the regulations noted below, the policies and regulations governing all University students, as specified in *Policies Applying to Campus Activities, Organizations, and Students*, which is incorporated herein by reference, and all state and federal laws, apply to Students in the Student Housing Apartments.
3. **GUIDE TO STUDENT HOUSING APARTMENTS.** Each Student has online access to the handbook, [Guide to Student Housing Apartments](#), upon checking into the Student Housing Apartments, which is incorporated herein by reference. **It is imperative that this handbook is read carefully so residents are fully aware of what is expected of them.** The handbook provides valuable information about programs and services in the Student Housing Apartments, procedures applicable to occupancy, Student Housing Apartment rules and policies, and campus regulations. *Residents are responsible for being familiar with the information contained in this handbook.* Residents must comply with all policies and understand that a violation of Student Housing and Dining Services policy may be considered a breach of the Contract. In particular, the following prohibited behaviors should be noted:
 - a. Underage use or possession of alcohol. Providing alcohol to minors.
 - b. Unlawful use or possession of controlled substances. Use or possession of illegal drugs in violation of University policy.
 - c. Smoking, including the use of smokeless tobacco and unregulated nicotine products, in any building or within 25 feet of designated areas. (Effective January 1, 2014, smoking is prohibited on all University property.)
 - d. Possession of any explosive or hazardous material.
 - e. Possession or use of weapons.
 - f. Unauthorized presence on sunscreens, roofs, or other restricted areas.
 - g. Unauthorized entry to or exit from a building via window or balcony.
 - h. Tampering with fire protection equipment or fire alarm apparatus.
 - i. Solicitation of any kind in or around residence halls and dining facilities.
 - j. Unauthorized possession of a pet or animal, excluding fish in tanks not larger than 10 gallons.
 - k. Removal of furniture from the apartment.
4. **FIRE SAFETY** is the responsibility of each resident. Students must evacuate the building for all alarms.
5. **CARE OF STUDENT ROOMS** is the responsibility of the residents. Mold occurs naturally in the environment and there currently exist no federal or state standards for permissible levels of mold. Students are required to take steps to control the growth of mold and mildew by keeping the premises clean and well-ventilated, particularly when showering, bathing, or washing dishes or clothes. Students are required to notify the University [Student Housing and Dining Services] promptly about the existence of visible mold or mildew, water leakage or overflow in or about the premises. Each Student is expected to keep their room in a clean and habitable condition. To ensure a minimum of wear to the furniture, bedroom furniture must remain in the Student's room and common area furniture must remain in the common area. Reasonable care of the rooms and common areas assures a more livable Student Housing Apartment. Any Student who does not exercise his or her responsibility for private and/or common areas and whose actions result in undue damage may be required to leave the Student Housing Apartments and pay for damages.
6. **BED BUGS:** UC Davis takes a proactive approach in addressing the issue of all types of household pests, including bed bugs. It is our goal to maintain the highest quality living environment for our residents. Student Housing and Dining Services has no prior knowledge of a bed bug infestation or has professionally treated the room for bed bugs. Any student who suspects they may have bedbugs in their room is required to immediately notify their Area Service Desk to report the problem. An inspection will be scheduled and treatment will be done if bed bugs are present. Students may be temporarily transferred to another space while their room is being treated and re-inspected. Students will be asked to leave all belongings in the room for treatment while they are relocated. Students are advised to avoid buying or receiving used furniture, mattress pads or covers due to possible "hitch hiking" of bed bugs into the room. Bed bugs may also be carried into a room in luggage, backpacks, clothing and packages. Resident owned belongings that are found to have bed bugs must be permanently removed or treated and re-inspected by a trained professional before being returned to the room.