

2018-2019 TERMS AND CONDITIONS
Solano Park Apartments, University of California, Davis

1. **SCOPE:** These Terms and Conditions are, by reference, incorporated into the Lease document for Solano Park Apartments consisting of Parts I and II, hereinafter referred to as "the Lease". These terms and conditions apply to the specific property described and for the term specified in Part I of the Lease.
 2. **RENT.** The TENANT shall pay the University monthly rent in the amount specified in Part I of the Lease. The first payment shall be made at the time this lease is signed and shall apply to the first month of the lease term. For each subsequent month, payment is due on the first day of the month, without demand or billing, at the Campus Cashier's Office. For periods of occupancy less than one calendar month's duration, the rent shall be prorated for each day of occupancy. Unpaid rent becomes delinquent fifteen (15) days after the date due, unless a written extension has been obtained from the Student Housing Accounts Office. Delinquent accounts are subject to late payment charge as specified in Part I of the Lease, which is presumed to be the amount of damage sustained by the University. Failure to pay rent may result in action being taken, including a hold on financial aid awards, future registration and/or transcripts and termination of the right of occupancy. TENANT's delinquent in rent three (3) or more times within the lease year may be ineligible for lease renewal. Any change in the rent shall be made by mail or by delivering written notice of such change to the TENANT at the apartment at least forty two (42) days in advance of its effective date, and the TENANT's failure to give notice under Section 9, below, within ten (10) days of receipt of such notice shall constitute the TENANT's acceptance of rent change and agreement to pay rent at the new rate.
 3. **USE.** The apartment is to be used only as a single-family residence. The TENANT will be permitted to have up to two related adults (one related adult in a one-bedroom and two related adults in a two-bedroom) or one unrelated eligible student adult living in the apartment.. When requested to do so by the University, the TENANT shall supply proof of eligibility. A maximum of three (3) related residents shall be allowed in a one-bedroom unit and a maximum of five (5) related residents shall be allowed in a two-bedroom unit. More tenants than allowed for under this section shall not be permissible unless tenant has obtained advance written approval from the University. The rights of the additional adult occupants listed on the lease supersede the rights of a leaseholder to have a guest visit the apartment. The TENANT shall not keep roomers or boarders without the prior written consent of the University. The same overnight guest may not stay in Solano Park Apartments more than seven (7) cumulative nights during any academic quarter without prior written consent of the University. The TENANT may have occasional overnight and weekend guests without notice to or consent of the University.
 4. **UTILITIES.** The University agrees to provide water and refuse disposal service. However, the University shall not be liable for failure to provide any of the services to be furnished by it when such failure is caused by conditions beyond the control of the University. The University also agrees to provide data service (ResNet) and cable television. Gas and electrical service shall be provided by and at the expense of the TENANT. Telephone service shall be provided by and at the expense of the TENANT and placed only in the location presently wired for telephone service in the apartment. Telephone repairs must first be reported to the University.
 5. **DEPOSIT.** The TENANT (if not renewing a lease) agrees to pay to the University a deposit as specified in Part I of the Lease upon acceptance of this lease. This deposit shall be held as a security deposit and shall be refunded upon termination, expiration or reasonable cancellation of this lease after making deductions for rent owed, late fees owed, and any amounts reasonably necessary (a) to cover repairs, damages or loss caused by the TENANT and (b) to clean the apartment beyond reasonable use and wear. In the event that the TENANT fails to occupy the apartment after accepting assignment, the TENANT understands and agrees to pay the University the sum of the deposit as specified in Part I of the Lease as liquidated damages and not as penalty for the University's administrative costs and damages. In the event such cost for loss or damage exceed the amount of the deposit, the TENANT shall pay such additional amounts as may be required to cover the excess costs, together with any reasonable costs of collection.
 6. **ELIGIBILITY.** The TENANT agrees that their right to occupy the premises is conditioned upon TENANT's being and remaining a registered, full-time student at the University of California, Davis, during Fall, Winter and Spring quarters/semesters. If the TENANT is not a registered, full-time student during Fall, Winter, and Spring quarters/semesters, the TENANT may not remain in possession of the premises without the written approval of the University. Following at least one quarter/semester of occupancy, the TENANT is permitted to have one quarter/semester off (summer sessions excluded). Filing fee status and Planned Educational Leave are defined as unregistered student status. All occupants listed on the lease must reside in the apartment during all academic sessions (excluding summer) and the apartment address indicated on the Lease must be the verifiable primary residence address for those listed on this lease. No occupant in addition to those named on this lease is permitted unless prior written approval has been granted by the University. The TENANT shall vacate the apartment within 42 days of graduating.
- UC DAVIS AFFILIATES. (Visiting Scholar, Researcher, Post Doc, Faculty, Staff) The TENANT understands that an exception to the eligibility requirement of Section 6 of the Lease Agreement has been made only on condition that the TENANT remains affiliated with U.C Davis as specified in Part I of the Lease.**
- The TENANT acknowledges that an exception or new Lease Agreement might not be approved or offered at the end of the term of this Lease Agreement.**
7. **LEASE RENEWAL.** The University is not required to renew this lease or to allow the TENANT to continue to occupy the premises beyond the end of the lease term. If the TENANT wishes to continue to occupy the premises, they shall submit a request for such in writing at least forty two (42) days prior to the expiration date of this lease. Evidence of continuing status as a regularly enrolled student for the forthcoming quarter/semester shall accompany the written request. If the University approves the TENANT's request to continue to occupy the premises, the TENANT shall be required to execute a new lease prior August 1st. TENANT's delinquent in rent three (3) or more times within the lease year may be ineligible for lease renewal.

8. **TERMINATION AND NOTICE.** The TENANT hereby agrees that the University may terminate the TENANT's tenancy without cause under this Agreement upon forty two (42) days written notice. The TENANT may terminate this lease by giving at least forty two (42) days written notice to the University prior to vacating the apartment. Written notice will be accepted in the form of email or letter, hand delivered, internet or by facsimile. If for any reason the apartment is vacated prior to the end of the (42) day period, the TENANT shall be responsible for payment of rent for the full (42) day period after notice is given. Without the requisite notice, the TENANT shall be responsible for payment of rent until the University is able to relet the premises and for damages that the University may suffer due to the TENANT's failure to give proper notice specified hereunder. The University may serve the TENANT with a three (3) day notice to pay rent or quit, to perform a covenant or quit, or to quit, whichever is appropriate, if the TENANT fails to pay rent or other charges when due or otherwise breaches the terms and conditions of this Agreement. Breaches include but are not limited to, the following : (a) failure to maintain eligibility for Solano Park Apartments as provided in Section 6 above, (b) failure to pay promptly the stated rent or other charges levied, (c) TENANT's use of the apartment unreasonably damages or endangers the apartment, its furnishings or the building, or unreasonably disturbs residents of other units, (d) the TENANT violates any other provision of this lease including the provisions contained in the Conditions and Regulations, Solano Park Apartments, University of California, Davis or the *Guide to Solano Park Apartments*, (e) the TENANT sublets or assigns any of the rights pursuant to this lease without receiving prior written consent from the University. Notwithstanding the ability of the TENANT to terminate this Agreement upon forty two (42) days' written notice, this Agreement is a fixed-term lease and the TENANT has no right to continue occupancy of the premises after the lease termination date as specified in Part I of the Lease.
9. **ASSIGNMENT AND SUBLETTING.** The TENANT agrees that the rights under this lease are not assignable either in whole or in part, and that the right of occupancy may not be granted by the TENANT to any other person without the prior written consent of the University. An assignment or lease name change is prohibited between unrelated adults. Provided that the TENANT UC DAVIS student shall be registered the following quarter/semester, an apartment may be sublet for one quarter/semester or for the summer months. Solano Park leaseholders are unable to sublet their apartment at the start of their lease. The apartment may be rented sublet only to registered UC Davis students during the academic quarters/semesters and registered students, faculty, or staff of UC Davis during the summer.
10. **NONWAIVER.** It is agreed that any waiver or non-enforcement by the University of any term or condition of this lease shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this lease. Acceptance by the University of any rental payment shall not be deemed a waiver of any provision or breach other than the TENANT's failure to make timely payment of the rental installment so accepted.
11. **COMPLIANCE WITH UNIVERSITY REGULATIONS, FEDERAL, STATE AND LOCAL LAWS.** The TENANT agrees to comply with University regulations regarding student conduct and applicable federal, state and local laws.
12. **NOTICES AND AGENTS OF THE UNIVERSITY.** Any notices to the University hereunder shall be in writing and delivered to the Agent of the University, as specified in Part II of the Lease. Any notice to the TENANT shall be in writing and may be delivered to the TENANT via the TENANT's University email account, personally or in any manner allowed by law.
13. **MISREPRESENTATION.** The TENANT agrees that any false statement made on the application filed in connection with this lease and/or on this lease may result in termination of this lease, at the sole option of the University.
14. **CERTIFICATION.** The TENANT certifies under penalty of perjury that the application filed in connection with this lease and the statements made by the TENANT appearing herein are true and correct. The TENANT understands and agrees that the terms and conditions herein set forth constitute a contract between the Regents of the University of California and the TENANT. The TENANT has read, understands and agrees to be bound by all the terms, conditions, and agreements contained in this lease.
15. **JOINT AND SEVERAL LIABILITY.** The eligible TENANT and their spouse *or other adult partner* (if applicable) agree that all of the obligations assumed by them and agreed to hereunder shall be joint and several obligations of the TENANT.
16. **RIGHT TO RELOCATE.** The University reserves the right to reassign the TENANT to another apartment within the Solano Park Apartment complex, at its sole discretion.
17. **DELAY IN DELIVERY OF POSSESSION.** The TENANT agrees that the University will not be liable for any costs, losses, or damages suffered by the TENANT as a result of the University's inability to deliver possession of the premises. If the University cannot deliver possession of the premises to the TENANT within three (3) working days from the date on which the term of this lease is to commence, then the TENANT may elect to declare this lease null and void, and any deposit and/or rent paid to the University will be refunded to the TENANT.
18. **APARTMENT TRANSFER.** The TENANT may request an apartment transfer that will be granted at the discretion of Student Housing. Transfers may be requested between October 1 and March 31 unless Student Housing grants an exception to policy. Leaseholders must reside in their current apartment for a minimum of 6 months before they can submit a transfer request. Transfers for a medical need will be considered an exception and the request must be supported by documentation from a health professional. Transfers are not given priority for vacant apartments over new applicants on the waitlist. All transferees must comply with use and eligibility guidelines. Information regarding transfer procedures may be obtained from the Student Housing Office.
19. **CONSTRUCTION AND RENOVATION.** Construction and/or remodeling or repair of academic and residential buildings on the Davis campus in the vicinity of Student Housing 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 buildings and planned and unplanned utility shutdowns. By signing this Lease, the Student agrees that they have been advised of said scheduled construction, and acknowledges that there will be disturbances and

20. **PEST CONTROL**

Bed Bug Remediation: Student Housing will provide remediation for the treatment of bed bugs when it is first discovered in any of the Solano Park Apartments. Residents will be required to meet with the Parks Coordinator and Facilities Manager when bed bugs are confirmed in the apartment to determine the cause and review prevention measures. At the discretion of Student Housing, any reoccurrence of bed bugs in an apartment may result in charges being assessed for the remediation and removal and/or termination of tenancy. Student Housing will not be responsible for reimbursement of lodging charges or replacement of furniture due to bed bug remediation.

Residents are encouraged to report pest control problems through the Service Request process found on My.ucdavis.edu or the Student Housing website. Pest Control issues may be reported either by the resident or by other residents in the building. Proper notice of entry will be provided when a pest control issue needs to be addressed and residents will be expected to accommodate the service.

21. **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 register sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at 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 they reside.

22. disruptions resulting from such construction and has agreed to such.

OFFICIAL HOUSING DOCUMENT - Do Not Alter