

The Green Apartments Contract [SAMPLE]

University of California, Davis
Student Housing & Dining Services
The Green Apartments Contract [SAMPLE]

PART I – DECLARATIONS

1. **PARTIES:** This CONTRACT is between CHF-Davis I, L.L.C., hereinafter referred to as "Owner" and _____, student ID, hereinafter referred to as "Student". CHF-Davis I, L.L.C. is an Alabama limited liability company, and is neither owned nor controlled by the University of California or the Regents of the University of California. The University of California is a public trust administered by the corporation of the REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter referred to as "the University", and, except as otherwise indicated herein, is acting as the agent of the Owner.
2. **TERMS:**
 - A. **CONTRACT TERMS:** The term of this Contract shall be contingent on the assigned room dates of occupancy of either period beginning:
 - i. **September 1, 2021 through August 15, 2022**
 - a. Fall Quarter Dates: September 1, 2021 to December 19, 2021
 - b. Winter Quarter Dates: January 2, 2022 to March 25, 2022
 - c. Spring Quarter Dates: March 25, 2022 to June 10, 2022
 - d. Summer Quarter Dates: June 10, 2022 to August 15, 2022
 - ii. **September 15, 2021 through August 31, 2022**
 - a. Fall Quarter Dates: September 15, 2021 to December 19, 2021
 - b. Winter Quarter Dates: January 2, 2022 to March 25, 2022
 - c. Spring Quarter Dates: March 25, 2022 to June 10, 2022
 - d. Summer Quarter Dates: June 10, 2022 to August 31, 2022
 - B. **CANCELLATION TERMS:** The terms for cancelling this contract are set forth below.
 - i. Cancellation deadline: March 31, 2021
 - ii. Exceptions to cancellation terms:
 - a. The following cancellation dates apply to student admitted as first year transfer student for the 2021-2022 academic year. Deadline to cancel contract is June 4, 2021. Student cancelling between April 15, 2021 – June 4, 2021 is responsible for the cancellation fee.
 - C. **CONTRACT FEE TERMS**
 - i. [The Green Apartments Fee Schedule](#), hereby incorporated by reference
 - ii. Reservation Fee: \$500
 - iii. Contract Cancellation Fee: \$500
 - iv. Quarterly Late Payment Fee: \$75
 - v. Additional fees included below.
3. **THE UNIVERSITY SHALL:**
 - A. Provide the Student a space in an apartment as an agent for Owner. The University, at its sole discretion, reserves the right to utilize single rooms and studio apartments for double occupancy and, if such occurs, the Student shall be charged a lower room rate as determined by the University. In addition, the University reserves the right to reduce the number of residents per room, as space becomes available. The terms and conditions set forth herein are applicable to studio, single, and double occupancy rooms. Room furnishings for the Student include a bed, mattress, desk, chair, and chest of drawers. Each bedroom contains window coverings. Living and dining room furniture will also be provided.
 - B. No cleaning service within apartment units is provided. No linen service is provided.
4. **THE STUDENT SHALL:**
 - A. Be entitled to student apartment occupancy only while a registered student at the University of California, Davis. Unless an exception is granted by Student Housing and Dining Services, 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 Green Apartments 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. Operating a home business is prohibited this includes renting out unit or a portion of the unit for the purpose of generating income as a vacation rental or Airbnb and microenterprise home kitchens.
- 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 of the University for the benefit of Owner for loss or damage caused by the Student or guests, to the 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 Green Apartments Contract.
- H. Vacate the apartment space at the end of the contract period by 10am. Any Student remaining in the Apartment space after the end of the contract shall be considered trespassing and legal sanctions, University sanctions, or fees may be imposed.
- I. Hold renter's insurance for the entire term of the Contract. Student will be required to provide policy documentation prior to moving into the apartment through the online myHousing Portal.

5. 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 the Office of Student Success and 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. The University shall not be liable for any loss, damage, or destruction of personal property kept in The Green Apartments 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, kitchens, recreational equipment, elevators, etc., except for such injuries, loss, or damage caused by the University's negligent or intentional acts or omissions.
- D. The University by this Contract does not guarantee specific apartment buildings, rooms, occupancy, 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.
- E. 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.**
- F. 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 each quarter;
 - v. in the event of an emergency, surrender or abandonment of the room;
 - vi. pursuant to a court order.
- G. University and property management are separate agents of the Owner, and their respective 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.
- H. Only undergraduates may reside in undergraduate apartments. Condition 6h is subject to Condition 6d, which inclusively states the University reserves the right to assign or reassign Student to other rooms and apartments.
- I. Room transfer requests to other apartments must be approved by the Student Housing and Dining Services Residential Services Office before a resident may move. A \$250 administrative charge is assessed for room transfers. An additional administrative charge is assessed for unauthorized room transfers, including room transfers within an apartment unit, occurring at any time during the Contract Term.

- J. 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.
- K. Overpayments of less than \$5.00 will not be refunded.
- L. Student is not allowed to sublease their Apartment space at any time.
- M. 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).
- N. The University does not provide renter's insurance, nor does it insure against personal property that may be lost, stolen, or damaged in The Green Apartments. **The Student is required to hold renter's insurance (see section 4.i).**
6. **PARKING.** Onsite parking is limited, and therefore is not guaranteed. If the need arises, a lottery system will be used to distribute available parking permits. Parking is reserved exclusively for residents and staff. Parking permits are required for each vehicle parked on premises at all times. Parking will be available at an additional cost. Purchase of, and payments for parking decals will be made directly through the on site property management who is a separate agent of the Owner. Residents are not permitted to purchase a campus parking permit. All residents and guests are required to abide by the Rules and Regulations of the Parking Addendum.
7. **CONSTRUCTION.** Construction of residential buildings in the vicinity of the apartments is scheduled for the current academic year. Construction may result in disturbances and disruptions, including, but not limited to, increased noise and dust in the area surrounding the apartments, and planned/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 custodial services is rare. In the event of any short-term or long-term changes in service, the University will provide clear communication to the Student, maintain or modify appropriate levels of service and deploy mitigation measures as necessary. By signing this Contract, the Student agrees that they have 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 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.** Student must submit a Reservation Fee as specified in Part I of the Contract Terms. The Reservation Fee is applied to the total cost of the room and is due with the signed Contract on or before Date of Execution, unless deferred through written, mutual agreement with the University.
11. **TERMINATION OF CONTRACT BY UNIVERSITY DURING EMERGENCIES.** If The Green Apartments 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 to the Student or to rebuild or replace any affected premises.
12. **TERMINATION OF CONTRACT BY UNIVERSITY FOR UNPAID BILLS.** If the amount specified in any previous year's housing Contract with the University 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 upon Student's default under the term or provisions herein, including unpaid bills, upon 15 days written notice.
13. **CANCELLATION OF CONTRACT BY STUDENT PRIOR TO BEGINNING DATE OF CONTRACT.** This Contract is effective as of the Date of Execution as specified in Part II of this Contract. If written notice of cancellation by Student is given after said Date of Execution but prior to section 2B Cancellation Term dates the Student is released from the remaining Contractual agreement and responsible for the contract cancellation fee.
- A. Student failing to notify Student Housing and Dining Services that they will not move into their assigned space prior to the beginning of the applicable quarter contract start date, and are still attending UC Davis, will be responsible for the housing fees as defined by Section 14D.
- B. 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 that is no longer attending University of California Davis is responsible for notifying Student Housing and Dining Services and remains responsible for the contract cancellation fee.

14. OTHER GROUNDS FOR TERMINATION

- A. By entering into this Contract, the Student is committing to paying rent for the full Contract Term. **BEYOND THE STUDENT CANCELLATION RIGHTS SPECIFIED IN SECTION 13 ABOVE, THE FOLLOWING ARE THE ONLY REASONS A STUDENT MAY REQUEST RELEASE FROM THEIR CONTRACT. GRADUATION DURING THE CONTRACT TERM IS NOT GROUNDS FOR RELEASE.**
- if the Student 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
 - if the Student is denied admission to UC Davis; or
 - if the Student is admitted to UC Davis but fails to register, or cancels registration; or
 - if the Student presents proof of marriage occurring during the term of this Contract; or
 - 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 Green Apartments Contract was signed. Please note that financial hardship and roommate conflict does not automatically warrant release from the contract. Information regarding The Green Apartments contract release policy and procedure is available online at <https://housing.ucdavis.edu/how-to-apply/cancel-a-contract-or-lease/>
- C. A prorated adjustment of the room rate will be made ONLY IF THE STUDENT HOUSING AND DINING SERVICES RESIDENTIAL SERVICES OFFICE HAS AGREED TO AND CONFIRMED TERMINATION OF THIS CONTRACT. **Whether or not a Student takes occupancy**, the prorated adjustment of the quarterly room rate is based upon the date that the Student Housing and Dining Services Residential Services Office has provided written confirmation of Contract termination.
- D. If the Student abandons the premises before the end of the term, in violation of this Contract, Student Housing and Dining Services may enter and relent the premises, and/or seek damages as provided by California Civil Code Section 1951.2(a). Student that does not fulfill payment of their housing fees will have HOLDS placed on their registration status until payment is received. Abandonment of the room with or without written notification from the Student does not relieve the Student of any other liabilities hereunder. See Section 23.d.i for information about meal plan abandonment.
- E. 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:

- A. **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 they reside."

16. CONDUCT. As members of an apartment community, student is 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 wellbeing of all residents.

- Student agrees to comply with all Student Housing and Dining Services policies, including those specifically related to conduct and behavior as well as policies applicable to 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 Student in the Apartments.
- Student understands that a violation of Student Housing and Dining Services policy, or other policies referenced herein, may be considered a breach of this Contract. The University may terminate this Contract and/or exclude Student from entering into a future contracts if Student demonstrates an ongoing inability to abide by the requirements and expectations for group living, or engages in conduct otherwise detrimental to the welfare of residents, employees or physical properties of the University. The University may also restrict the Student from being present in certain Student Housing and/or dining areas.

17. GUIDE TO THE GREEN APARTMENTS. Each Student has online access to the handbook, [Guide to The Green Apartments](#), upon checking into The Green 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 Green Apartments, procedures applicable to occupancy, The Green Apartments 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, is prohibited on all University property.
- D. Possession of any explosive or hazardous material.
- E. Possession or use of weapons or firearms.
- 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 apartments, residence halls, and dining facilities.
- J. Unauthorized possession of a pet or animal for any period of time. Authorized animals include service animals, approved support animals, and fish kept in an aquarium/tank no larger than 10 gallons.
- K. Removal of furniture from the apartment.

18. **FIRE SAFETY** is the responsibility of each resident. Student must evacuate the building for all alarms. Apartments may be decorated, however decorations must comply with safety regulations. Torchiere halogen lamps are prohibited as is hanging anything from a ceiling sprinkler or any other type of fire suppression equipment. Wall hangings are limited to those that can be permanently secured by using adhesive based products (i.e. Command Strips).

19. **CARE OF STUDENT ROOMS** is the responsibility of the residents. The Student agrees to care for their apartment and keep their room and unit common areas in a clean and habitable condition. The Student also agrees to report damages and/or items require maintenance promptly. Reasonable care of the rooms and unit common areas assures a livable apartment. Any Student who does not exercise their responsibility for private and/or common areas and whose actions result in undue damage may be required to leave the apartments and pay for damages. Damages in unit common areas are the financial responsibility of all residents assigned to the unit and cost split between residents unless responsible parties can be determined. Mold occurs naturally in the environment and there currently exist no federal or state standards for permissible levels of mold. Student is 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. Student is required to notify the property management promptly about the existence of visible mold or mildew, water leakage or overflow in or about the premises. To ensure a minimum of wear to the furniture, bedroom furniture must remain in the Student's room and unit common area furniture must remain in the unit common area. Student is prohibited from removing furniture from the apartment. Fees for damages to the Student's assigned building and/or community based upon assessment of joint liability with other occupants of the same building and/or community may be charged.

20. **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 the property management to report the problem. An inspection will be scheduled and treatment will be done if bed bugs are present. Student may be temporarily transferred to another space while their room is being treated and re-inspected. Student will be asked to leave all belongings in the room for treatment while they are relocated. Student is 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.

21. **CONTRACT PROVISION:** Student acknowledges that Owner may assign this Contract to Wilmington Trust, National Association, its successor and assigns (the "Trustee"). In the future and during the term of this Contract, Student may be required to follow the instructions of the Trustee, its designee or subsequent owner from time to time upon the terms set forth in the Contract.

22. **ADDITIONAL FEES.**

- A. Fees incurred will be billed and collected by CHF, the Owner or University of California, Davis Student Housing and Dining Services.
- B. **LOCK OUT FEES.** \$50 fee for every lock out. A lock out is considered staff assistance with access to the building, Student's apartment, or Student's room.

C. **ROOM TRANSFER FEE.** \$250 room transfer fee may be charged to student transferring rooms during the contract term. This fee covers the cost to make the room move-in ready mid-year.

D. **EXCESS CLEANING AND REPAIR CHARGES.**

- i. This list represents the most common items and their associated cost for repair and/or replacement due to excessive wear or damage. Items not listed will be charged at actual materials plus labor at \$40/hour. Prices are subject to change due to change in labor costs, product availability, and/or market conditions.

Access Controls	Price
Master Fob/Card	\$50
Bedroom Key	\$15
Mailbox Key	\$15

Appliances	Price
Refrigerator	\$1200
Stove	\$800
Microwave	\$225
Dishwasher	\$400
Garbage Disposal	\$100

Cleaning	Price
Common Area	\$150
Kitchen Only	\$75
Bedroom	\$75
Bathroom	\$75
Trash Out	\$25/Bag

Drywall Repair/Painting	Price
Drywall Repair - Small, <1"	\$25
Drywall Repair - Medium, 1"-3"	\$50
Drywall Repair - Large, >3"	\$75
One Full Wall Paint - Minor Prep	\$50
One Full Wall Paint - Significant Prep	\$75
Repaint Entire Bedroom	\$150
Repaint Entire Common Area	\$250

Finishes	Price
Front Door	\$350
Interior Door	\$100
Front Door Lock	\$500
Interior Door Lock	\$75
Ceiling Fan	\$150
Baseboard Repair per Foot	\$40
Blind Replacement	\$45
Light Fixture	\$75
Carpet Replacement/Room	\$250
Smoke Detector	\$50

Furniture	Price
Couch	\$475
Love Seat	\$350
Chair	\$290
Dining Chair	\$75
Dining Table	\$150
Coffee Table	\$75
End Table	\$65
TV Stand	\$125
Barstool	\$65
Bed	\$120
Mattress	\$130
Desk	\$125
Desk Chair	\$75
Dresser Drawers	\$275

23. **DINING SERVICES.** University and Student hereby acknowledge and agree that the University will provide meal/dining services separately, and will not provide such services as an agent of Owner. The terms of Section 23 shall only be binding upon and between the University and Student, Owner is not responsible for any obligations pertaining to or arising under the terms of this Section 23.

- A. The University shall provide meals to student in the Dining Commons seven days a week, including most academic holidays as specified in The Green Apartments Fee Schedule if a residential meal plan option is selected. The residential meal plans can accommodate most dietary needs through our Special Accommodations process.
- B. The Student shall pay fees for residential meal plans in accordance with the dates and amounts specified in The Green Apartments Schedule.
- 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. It is further agreed that no credit or refund is allowed for meals not eaten by the Student. Exceptions are made when:

- i. Cancellation or abandonment of the room (see section 14.d), The meal plan rate for the quarter will be prorated and cancelled 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.
- ii. \$200 Aggie cash per quarter is included in the residential meal plan options for student living in Student Housing. Unused Aggie Cash rolls from quarter to quarter through the end of the academic year and any remaining balance is forfeited if not used by the last day of the academic year. Student changing to no residential meal plan forfeit Aggie Cash from previous quarters. Student cancelling their contract will be refunded for unused Aggie Cash for the current quarter and unused Aggie Cash from previous quarters will be forfeited.

E. Disruption of dining services is rare. Section 8 terms apply to disruptions of dining services as well.

The Contract makes reference to the following publications. The policies and regulations defined in these publications, which themselves are incorporated herein by reference, govern all University Students, as well as all state and federal laws. Student and their guests shall obey the terms, rules, and regulations governing The Green Apartments, as they currently exist and as they may be amended in the future. A copy is linked below in this Contract and hereby incorporated by reference.

- [Guide to The Green Apartments](#)
- [Computer & Network Acceptable Use Policy](#)
- [Policies Applying to Campus Activities](#)

PART II - ACKNOWLEDGEMENT/ACCEPTANCE OF CONDITIONS OF CONTRACT

I, the undersigned, by entering my student ID number below, agree to accept this The Green Apartments Contract for the Contract Term as defined in Part I - Declarations, including all terms, conditions, policies, and regulations incorporated by reference to the documents listed in Part I - Declarations.

Please type your name Student Name below to sign the contract.

Signature: _____ Date of Execution: _____

AGENT OF OWNER: Student Housing and Dining Services is authorized to enter into housing contracts as agent of the Owner and is authorized to act for and on behalf of the Owner for the purpose of service of process and the purpose of receiving and receipting for all notices and demands. Any notice hereunder shall be in writing and delivered to the following:

Student Housing and Dining Services | 160 Student Housing | One Shields Avenue | Davis, CA 95616-8712