

PRIMERO GROVE LEASE AGREEMENT

PART I - DECLARATIONS

- PARTIES:** This Lease Agreement is between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter referred to as "the UNIVERSITY" and _____, student ID _____, hereinafter referred to as "LESSEE." EAH Community Housing Inc., hereinafter referred to as "OWNER" is a nonprofit corporation 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.
- PROPERTY DESCRIPTION:** The UNIVERSITY hereby leases to LESSEE the apartment, described as Apartment _____ located at _____ Davis, CA 95616.
- LEASE TERM:** The term of this Lease Agreement shall be for the period beginning _____ through _____.
- LEASE RENEWAL:** The UNIVERSITY is not required to renew this Lease Agreement or to allow the LESSEE to continue to occupy the apartment beyond the end of the lease term. If the LESSEE wishes to continue to occupy the apartment, they shall respond to the UNIVERSITY's offer for a lease renewal in the affirmative and comply with the UNIVERSITY's instruction for renewal. Lessees who were delinquent in rent three (3) or more times within the lease year may be ineligible for lease renewal.
- TERMINATION AND NOTICE:** The LESSEE hereby agrees that the UNIVERSITY may terminate the LESSEE's tenancy without cause under this Lease Agreement upon thirty (30) days written notice. The UNIVERSITY may serve the LESSEE 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 LESSEE fails to pay rent or other charges when due or otherwise breaches the terms and conditions of this Lease Agreement. Breaches include, but are not limited to, the following: (a) failure to maintain eligibility as provided in Section 6 of this Lease Agreement, (b) failure to pay promptly the stated rent or other charges levied, (c) LESSEE's use of the apartment unreasonably damages or endangers the apartment, its furnishings or the building, or unreasonably disturbs residents of other apartments, (d) the LESSEE violates any other provision of this Lease Agreement, including the *Guide to Student Housing and Dining Services*, (e) the LESSEE sublets or assigns any of the rights pursuant to this Lease Agreement without receiving prior written consent from the UNIVERSITY.
- ELIGIBILITY:** The LESSEE agrees that their right to occupy the apartment is conditioned upon LESSEE's being and remaining a registered, full-time student at the University of California, Davis, during Fall, Winter and Spring quarters/semesters. If the LESSEE is not a registered, full-time student during Fall, Winter, and Spring quarters/semesters, the LESSEE may not remain in possession of the apartment without the written approval of the UNIVERSITY. Following at least one quarter/semester of occupancy, the LESSEE is permitted to have one quarter/semester off during the regular academic year. Filing fee status and Planned Educational Leave are defined as unregistered student status. All occupants listed on the Lease Agreement must reside in the apartment during all academic sessions (excluding summer sessions) and the apartment address indicated on the Lease Agreement must be the verifiable primary residence address for those listed on this Lease Agreement. No occupant in addition to those named on this Lease Agreement is permitted unless prior written approval has been granted by the UNIVERSITY. If the LESSEE graduates during the Fall or Winter quarter or Fall semester, then this Lease Agreement shall terminate at the end of the quarter or semester in which they graduate.
- RENT AND DEPOSIT:** Monthly Rent: _____ Deposit: _____

The LESSEE shall pay the UNIVERSITY monthly rent in the amount specified in Section 7 of this Lease Agreement. The first payment shall be made at the time this Lease Agreement 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 UNIVERSITY. Failure to pay rent may result in action being taken, including a hold on future registration and termination of tenancy.

The LESSEE (if not renewing a lease) agrees to pay the deposit upon acceptance of this Lease Agreement. This deposit shall be held as a security deposit and shall be refunded upon termination or cancellation of this Lease

Agreement after making deductions for rent owed, repairs, damages or loss caused by the LESSEE, and to clean the apartment beyond reasonable use and wear. In the event such cost for loss or damage exceeds the amount of the deposit, the LESSEE shall pay such additional amounts as may be required to cover the excess costs. In the event the LESSEE fails to occupy the apartment after accepting assignment, the LESSEE shall pay the sum of the deposit, as specified in this Lease Agreement, as liquidated damages and not as penalty for the UNIVERSITY's administrative costs and damages.

8. **USE:** The apartment is to be used only as a single-family residence. The LESSEE is permitted to have dependents and/or a spouse, domestic partner or unrelated UC Davis graduate student who meets the eligibility requirement, as provided in Section 6, living in the apartment. When requested to do so, the LESSEE shall supply proof of eligibility. Only those listed on this Lease Agreement are permitted to occupy the apartment. The LESSEE shall not permit persons not listed on this Lease Agreement to occupy the apartment, unless the LESSEE obtains prior written approval by the UNIVERSITY. No more than two (2) persons per bedroom plus one (1) additional person shall occupy the apartment. The rights of the additional adult occupants, listed on this Lease Agreement, supersede the rights of the LESSEE'S guest(s). The same overnight guest may not stay more than seven (7) cumulative nights during any academic quarter without prior written consent of the UNIVERSITY. The LESSEE may have occasional overnight and weekend guests without notice to or consent of the UNIVERSITY.
9. **ADDITIONAL OCCUPANTS:** Pursuant to the Lease Agreement, only the individuals documented below may occupy the leased apartment.

<i>Occupant Name</i>	<i>Relationship to LESSEE</i>	<i>Student ID</i>	<i>Date of Birth</i>

10. **ASSIGNMENT AND SUBLETTING:** The LESSEE agrees that the rights under this Lease Agreement are not assignable, either in whole or in part, and that the right of occupancy may not be granted by the LESSEE to any other person without the prior written consent of the UNIVERSITY.
11. **ELIGIBILITY EXCEPTION:** The UNIVERSITY may consider UC Davis Affiliates, which is defined as participants in qualified UC Davis programs, faculty, and staff, as lessees or sublessees. The LESSEE understands that an exception to the eligibility requirement, as provided in Section 6 of this Lease Agreement, may be made on the condition that the LESSEE remains a UC Davis Affiliate as defined in this section.
12. **GUESTS:** The LESSEE assumes full responsibility for the actions and/or behaviors of any guests and/or persons listed as occupants on this Lease Agreement. Guests and all occupants listed on this Lease Agreement must abide by all University policies, regulations, and lease terms. Violations of lease terms and/or University policies and regulations by guests or occupants may result in the permanent removal of said guest or occupant or the termination of this Lease Agreement.
13. **UTILITIES:** The UNIVERSITY shall provide water, sewer, refuse disposal services, and access to the campus Wi-Fi network. The UNIVERSITY shall not be liable for damages caused by its failure to provide the services when such failure is caused by conditions beyond its control. LESSEE shall not use off-campus internet providers. LESSEE shall not install a modem or satellite dish in or around the apartment. Gas and electrical service shall be provided by and at the expense of the LESSEE.
14. **LAUNDRY:** Washers and dryers are provided within the apartment complex for the convenience of the residents. Clothing or other laundry items may be dried on the patio or balcony, subject to the guidelines provided in the *Guide to Student Housing and Dining Services*. The LESSEE assumes responsibility for the security of their own laundry items.
15. **COMPLIANCE WITH UNIVERSITY POLICIES, REGULATIONS, FEDERAL, STATE AND LOCAL LAWS:** The LESSEE agrees to comply with university policies and regulations regarding student conduct and applicable federal, state, and local laws.
16. **SMOKE AND TOBACCO:** UC Davis is a Smoke and Tobacco Free Campus. The UNIVERSITY's policy prohibits smoking and tobacco use on University owned or leased property, which includes the apartment. Smoking includes

inhaling, exhaling, burning, or carrying a lighted or heated product such as tobacco, marijuana, other smokeable substances, or smoking instruments that emit smoke. Tobacco use includes use of all forms of tobacco, including but not limited to cigarettes, cigars, shisha, pipes, water pipes (hookah), all forms of electronic smoking devices, including but not limited to e-cigarettes, vapes, JUULs and mods, and all forms of smokeless tobacco including but not limited to chew, snus, snuff, sticks, strips, and orbs. For more information, see UC Davis Policy and Procedure Manual 290-10, Smoke and Tobacco Free Campus.

17. **PETS:** The LESSEE will neither keep a cat, dog, or other pet in or near the apartment nor encourage its presence by feeding. This prohibition also applies to pets of visitors to the apartment. Violations may subject the LESSEE to termination of their tenancy. Exceptions to this prohibition may be made for healthy, small pets, excluding cats, dogs, and snakes, that are kept and contained in a small cage or aquarium within the apartment. The UNIVERSITY may revoke this exception should the small pet become a nuisance or health hazard to the neighbors or the UNIVERSITY. The LESSEE is liable for any damage caused by pets or containers holding pets.
18. **COMMERCIAL ENTERPRISE:** Activities of a business or commercial nature are not permitted in the apartment. This includes, but is not limited to, renting out an apartment or a portion of an apartment as a vacation rental and operating a microenterprise home kitchen.
19. **RIGHT TO RELOCATE:** The UNIVERSITY reserves the right to reassign the LESSEE to another apartment within the Primero Grove complex, at its sole discretion.
20. **DELAY IN DELIVERY OF POSSESSION:** The LESSEE agrees that the UNIVERSITY will not be liable for any costs, losses, or damages suffered by the LESSEE as a result of the UNIVERSITY'S inability to deliver possession of the apartment. If the UNIVERSITY cannot deliver possession of the apartment to the LESSEE within three (3) working days from the date on which the term of this Lease Agreement is to commence, then the UNIVERSITY shall provide alternative accommodations in comparable living quarters, and LESSEE shall pay rent per the terms of this Lease Agreement.
21. **LOCKS AND KEYS:** The LESSEE shall not change or add any locks nor duplicate any keys without the prior written consent of the UNIVERSITY. All keys to locks are to be returned at the time of vacating the apartment. The cost of any keys not returned, as well as the costs of any subsequent lock change(s) shall be paid by the LESSEE. The LESSEE agrees that additional keys are to be given only to adult occupants, who are over the age of 18 years old and who are listed on the current Lease Agreement, unless the LESSEE obtains the prior written consent of the UNIVERSITY.
22. **MAILBOXES:** The LESSEE shall only use the mailboxes to receive and send mail on behalf of the LESSEE and the occupants listed on the current Lease Agreement.
23. **INVENTORY AND INSPECTION:** The LESSEE shall notify the OWNER within forty-eight (48) hours of obtaining possession if the apartment is not in a clean condition when the LESSEE assumes occupancy. Within seventy-two (72) hours after assuming occupancy of the apartment, the LESSEE shall complete, sign, and deliver an Inventory and Inspection form to the OWNER. If the Inventory and Inspection form is not delivered to the OWNER within the seventy-two (72) hour period, then the LESSEE forfeits their right to claim damages to the apartment and the LESSEE will be responsible for assessed damages upon vacating the apartment.
24. **REPAIR AND MAINTENANCE:** The LESSEE shall promptly report all conditions that require repair to the computerized repair request system or to the OWNER. The OWNER or its property manager will make repairs, paint, or make other alterations to the Primero Grove apartments, buildings, and grounds. Routine maintenance and repairs will be made within a reasonable time and during normal working hours. Emergency repairs will be made as soon as possible. Emergencies are situations when failure of immediate repair would subject the LESSEE or other residents to imminent danger to their health or personal safety or cause additional or extensive damage to the building or personal property. The LESSEE shall bear the cost of the repair of any damage to or restoration of the building, equipment or furnishing resulting from any neglect or willful act of the LESSEE, their occupants, guests, or other persons for whom the LESSEE is responsible. The UNIVERSITY has sole discretion in determining the amount of damages charged to the LESSEE for repairs and cleaning resulting from any neglect or willful act of the LESSEE, their occupants, guests, or other persons for whom the LESSEE is responsible, provided that said charges will not exceed actual costs of said repairs and cleaning. The LESSEE shall pay this charge upon receipt of the charge. The LESSEE should not undertake repairs personally or contract other persons to do so during the LESSEE's tenancy or upon the termination of tenancy. If the LESSEE undertakes repairs personally or by contracting other persons to do so, then the LESSEE shall be liable for any damages done to the apartment or deficiencies created by the LESSEE. This shall not limit the LESSEE's right to request that the UNIVERSITY or OWNER repair damages, correct deficiencies, or otherwise service the apartment during the tenancy.

25. **ALTERATIONS AND DECORATIONS:** The LESSEE shall not make alterations, improvements, or additions to the apartment without the prior written consent of the UNIVERSITY. The LESSEE is responsible for the cost of the removal of any alterations, improvements, or additions and returning the apartment to its original condition. The LESSEE shall pay this charge upon receipt of the charge. Screws, transparent tape, gummed picture hangers, or other items damaging the ceilings, walls, woodwork, or other parts of the building are prohibited. Pictures and other decorations may be hung with hangers approved by the OWNER. Floor glides on furniture are recommended to prevent damage to the flooring.
26. **OWNER'S APPLIANCES:** The LESSEE shall not remove OWNER's appliances from the apartment or place such appliances outdoors. Washing machines, dishwashers, refrigerators, and other appliances not provided by the OWNER are not permitted in the apartment.
27. **PATIOS, BALCONIES AND STORAGE:** Only potted plants, outdoor furniture, small recreational items, toys, and small-enclosed containers may be kept on patios and balconies. LESSEE shall not store personal items in corridors or breezeways, with the exception storing bicycles in areas designated for bicycle storage.
28. **REFUSE/RECYCLING:** All trash shall be placed inside waste and/or recycling containers and container lids shall be firmly closed after each use. The containers are only for normal household trash. The LESSEE shall not dispose furniture, hazardous materials, bulky packing materials and containers, and other non-routine debris in the apartment, including at or in the containers.
29. **HEALTH, SAFETY AND AESTHETICS:** The LESSEE shall comply with all applicable University, federal, state, and local health and safety laws, ordinances, and regulations, including those of the UC Davis Fire Department. Use of candles is prohibited. The LESSEE shall keep the patios, balconies, corridors, interior breezeways, and common areas of the apartment complex in a clean and orderly condition. The LESSEE shall immediately report the existence of any unsafe or unsanitary condition to the OWNER. University policy prohibits the possession or storage of firearms by any person on University grounds, except with permission of University authorities. California law makes it a crime for any person to bring or possess firearms on the grounds of the University without such permission (see California Penal Code Section 626.9). Storage of any flammable or combustible liquids shall comply with all applicable health and safety laws, ordinances, regulations, and University policies, including those of the UC Davis Fire Department. Filled wading pools shall always be attended by an adult and shall be promptly drained and removed from lawns, patios, and other areas after each use. Charcoal barbecues are prohibited. Hot barbecues shall not be placed within ten (10) feet of any structure and must always be attended by an adult. All propane cylinders must be stored outside and in a locked propane storage cage.
30. **MOLD:** Mold occurs naturally in the environment. There are currently no federal or state standards for permissible levels of mold. The LESSEE is required to take steps to control the growth of mold and mildew by keeping the apartment clean and well ventilated, particularly when showering, bathing, or washing dishes or clothes. The LESSEE shall promptly notify the OWNER of the existence of water leakage, overflow in or about the apartment, and visible mold or mildew.
31. **PEST CONTROL AND BED BUGS:** The UNIVERSITY takes a proactive approach in addressing the issue of all types of household pests, including bed bugs. The UNIVERSITY has no prior knowledge of a bed bug infestation or treatment of the apartment for bed bugs. Any LESSEE or occupant who suspects they may have bedbugs in the apartment shall immediately notify the OWNER. An inspection will be scheduled, and treatment will be done if bed bugs are present. Residents will be required to meet with the UNIVERSITY or OWNER when bed bugs are confirmed in the apartment to determine the cause and review prevention measures. Reoccurring incidents of bed bug infestations due to the LESSEE's negligence may result in charges and termination of the Lease Agreement. Residents are advised to avoid buying or receiving used furniture and mattresses/mattress pads or covers due to possible "hitch hiking" of bed bugs into the apartment. Resident-owned furniture that is discovered to have bed bugs must be permanently removed or treated and re-inspected before being returned to the apartment. Pest control issues may be reported either by the LESSEE 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.

Information about Bed Bugs:

Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

Bed bugs can survive for months without feeding.

Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

32. **RIGHT OF ENTRY:** The LESSEE understands that the OWNER or the UNIVERSITY may enter the apartment in the following cases: (a) in case of an emergency; (b) to make necessary, requested, or agreed upon repairs, alterations, or improvements, supply necessary, requested, or agreed upon services, or exhibit the apartment to prospective or actual workers, or contractors; (c) when the LESSEE has abandoned or surrendered the apartment; (d) pursuant to court order; (e) or with the consent of the LESSEE or adult occupants listed on this Lease Agreement. Except as defined in (a), (c), and (e) of this section, entry may be made only after giving twenty-four (24) hours written notice of the intent to enter the apartment to the LESSEE. Such entry will be made during normal business hours. Service requests will be performed during weekday work hours unless deemed an emergency (water, fire, smoke, personal safety).

33. **CONSTRUCTION AND RENOVATION:** Construction and/or remodeling or repair of academic and residential buildings on the UC Davis campus in the vicinity of the apartment can occur at any time. Construction is expected to occur during normal daytime working hours, and it may 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 Agreement, the LESSEE agrees they have been advised of said scheduled construction and acknowledges there may be disturbances and disruptions resulting from such construction.

34. **GUIDE TO STUDENT HOUSING AND DINING SERVICES:** The *Guide to Student Housing and Dining Services*, incorporated herein by reference, includes information about living in the Family and Graduate Housing Apartments and outlines specific policies residents must comply with. LESSEE's and their occupants shall review the information and policies contained in the *Guide to Student Housing and Dining Services* prior to move in. A violation of the *Guide to Student Housing and Dining Services* may be considered a breach of the Lease Agreement. LESSEE understands that changes and additions to the Guide to Student Housing and Dining Services can be made up until the Lease Agreement start date. If changes are made prior to the Lease Agreement start date, LESSEE will be provided a link to the updated version before the Lease Agreement start date.

The following behaviors should be noted:

- a. No alcohol is permitted in public areas (i.e. grounds, laundry rooms, parking lots).
- 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. Smoking is prohibited on all University property.
- d. Possession of any explosive or hazardous material. It is a misdemeanor to possess, store, or use fireworks on University property or in Yolo/Solano County.
- e. Possession or use of weapons.
- f. Tampering with fire protection equipment or fire alarm apparatus.
- g. Unauthorized possession of a pet or animal.
- h. Residents are responsible for their guest's behavior.

35. **CHILD SUPERVISION:** The LESSEE understands and agrees to abide by the child supervision policy as stated in *The Guide to Student Housing and Dining Services*. The LESSEE further understands and agrees that failure to follow

the policy may result in the termination of this Lease Agreement.

36. **NOISE AND DISTURBANCE:** The LESSEE shall keep noise or interference from all instruments, radios, televisions, computers, or other amplification equipment at a level so as not to disturb residents of other apartments, and shall not permit any disturbance, noise, or other activity detrimental to the apartment or to the comfort of other residents.
37. **MISREPRESENTATION:** The LESSEE agrees that any false statement made on the application filed in connection with this Lease Agreement and/or on this Lease Agreement may result in its termination.
38. **CERTIFICATION:** The LESSEE certifies under penalty of perjury that the application filed in connection with this Lease Agreement and the statements made by the LESSEE, appearing herein, are true and correct. The LESSEE understands and agrees that the terms and conditions, herein set forth, constitute a contract between the UNIVERSITY and the LESSEE. The LESSEE has read, understands, and agrees to be bound by all the terms and conditions contained in this Lease Agreement.
39. **LIABILITY:** The LESSEE will indemnify the OWNER and UNIVERSITY against all liability and hold the OWNER and UNIVERSITY harmless from all claims, demands, loss or damage arising during LESSEE's occupancy of the apartment, other than normal wear and tear and except to the extent such liability, claims, demands, loss or damage is directly caused by the negligence of the OWNER, UNIVERSITY, or their respective officers, agents, or employees, or by an act of God or other casualty beyond the control of the LESSEE. Residents are required to obtain renters' insurance for coverage of personal property that is stolen or damaged. The LESSEE shall be responsible for any damage to the apartment or its equipment and shall be responsible for maintaining the apartment in a safe and sanitary manner.
40. **MOTOR VEHICLES AND PARKING:** The operation of motor vehicles on the property is subject to all applicable state and local laws as well as University policies and regulations. The LESSEE shall abide by the regulations for parking at Primero Grove. Motor or automobile overhaul may not be performed in or around Primero Grove. No disabled vehicle may be parked in the Primero Grove parking lot for more than one week without the prior written consent of the OWNER.
41. **NOTICES:** Any notices to the UNIVERSITY shall be in writing and delivered to the Agent of the UNIVERSITY, as specified in Part II of the Lease Agreement. Any notice to the LESSEE shall be in writing and may be delivered to the LESSEE via the LESSEE's University email account, personally or in any manner allowed by law. Any notices to the OWNER, in accordance with sections 23, 24, 29, 30, and 31 of this Lease Agreement, shall be made to the Primero Grove office in-person, electronically, or by phone.
42. **BULLETIN BOARDS:** The LESSEE shall not post on community bulletin boards.
43. **NONWAIVER:** It is agreed that any waiver or non-enforcement by the UNIVERSITY of any term or condition of this Lease Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Lease Agreement. Acceptance by the UNIVERSITY of any rental payment shall not be deemed a waiver of any provision or breach other than the LESSEE's failure to make timely payment of the rental installment so accepted.
44. **ABANDONMENT, TERMINATION AND REMEDY IN DAMAGES:** If the LESSEE breaches this Lease Agreement and abandons the apartment without giving proper notice, or if the right to possession is terminated by the UNIVERSITY because of the LESSEE's breach of this Lease Agreement, this Lease Agreement terminates. Upon such termination, the UNIVERSITY may recover such damages as may be provided by law. The UNIVERSITY may reenter and take possession of the apartment if it determines that the apartment has been abandoned.
45. **VACATING PROCEDURE:** The Security Deposit will be returned to the LESSEE within 21 days after the *Notice of Termination of Occupancy* and vacate date, minus any amount to offset defaults in the payment of rent and/or deductions for cleaning and damage in excess of reasonable wear and tear. The UNIVERSITY reserves the right to withhold any refund due to the LESSEE to recover outstanding Housing debts incurred by the LESSEE. Upon termination of the Lease Agreement, the LESSEE agrees to surrender the apartment to the UNIVERSITY and to remove all property of the LESSEE and additional occupants. Any property left in the apartment after termination will be deemed abandoned, and the UNIVERSITY may take possession of and dispose of such property in any manner it deems appropriate in accordance with applicable law, without any liability to the UNIVERSITY whatsoever. Notwithstanding any of the other provisions of the Lease Agreement, the LESSEE understands and agrees that the LESSEE remains responsible for the demised apartment, all fixtures and furniture situated therein, until all keys are returned and notice is given that the apartment has been vacated.
46. **FAILURE TO VACATE:** The LESSEE understands and agrees that the UNIVERSITY may rent the apartment to new

occupants effective the day following the termination of the LESSEE's Lease Agreement and that said new occupants may be scheduled to move into the apartment on that day. If the LESSEE does not vacate the apartment on the date of termination of this Lease Agreement, the LESSEE shall be liable for the rental value of the apartment in addition to any and all other damages allowed by law, including but not limited to, any administrative costs incurred by the UNIVERSITY and the costs incurred in providing alternate or temporary housing for the new occupants.

47. **GROUNDS:** The LESSEE and their occupants shall not erect fences, cultivate plants or make other changes in the grounds without the prior written consent of the UNIVERSITY.
48. **AMENDMENTS:** In the event the *Guide to Student Housing and Dining Services* is amended by the UNIVERSITY, then the UNIVERSITY shall provide a written notice of the amendment(s) mailed or delivered to the LESSEE within sixty (60) days of the issued amendment.
49. **TAXES AND LIENS:** The LESSEE shall pay any taxes levied against the LESSEE's possessory interest by a governmental entity. The LESSEE shall not cause liens of any kind to be placed against the property.
50. **SEX OFFENDER INFORMATION:** As required by state law, the following notice is provided:

Registered Sex Offenders Notice

- a. "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."
 - b. Since the information is equally available to residents and Landlord, and Landlord cannot discriminate against registered sex offenders pursuant to Penal Code Section 290.46 et seq., Landlord has not made any inquiry of any applicant or resident as to whether he or she is a registered sex offender. Resident(s) are advised to take whatever reasonable and lawful actions Resident(s) believe necessary to protect household members or guests against any potential harm. This includes talking to any children or individuals with a diminished capacity about how to deal with strangers and similar topics. Resident(s) are advised that Landlord may not notify Resident(s) if Landlord learns or is advised that a registered sex offender is living in the Apartment Community. The existence of registered sex offenders in the Apartment Community is not grounds for breaking this Agreement.
51. **FLOOD HAZARD NOTICE:** Resident may obtain information about hazards, including flood hazards, that may affect the property from the Internet website of the Office of Emergency Services at <https://myhazards.caloes.ca.gov/>. The UNIVERSITY and OWNER's insurance do not cover the loss of LESSEE's personal possessions. The UNIVERSITY is not required to provide additional information concerning the flood hazards to the property and the information provided pursuant to this section is deemed adequate to inform the Resident. **While this property is in a location considered to be an area of low hazard of flooding by FEMA (Federal Emergency Management Agency), there is always a potential for flooding."**

PART II - ACKNOWLEDGEMENT/ACCEPTANCE OF CONDITIONS OF LEASE

I, the undersigned, agree to accept this Lease Agreement and the terms and conditions provided in Part I - Declarations.

Signature of LESSEE

Date

Sample

ADDITIONAL ADULT OCCUPANT ADDENDUM

LESSEE Name: _____ Apartment No. _____

Occupant Name: _____ Relationship: _____ DOB: _____

Is the Additional Occupant a UC Davis Student? Yes No Student ID: _____

As the LESSEE, I agree that:

1. I am solely responsible for the financial obligations of the Lease Agreement.
2. All occupants of my apartment and any approved guest[s] are subject to all University, campus, Student Housing and Dining Services, and Primero Grove rules, regulations, and policies, as well as the terms and conditions of the Lease Agreement. My occupants, guests, or my failure to comply with any of these rules, regulations, policies, and terms and conditions can result in the termination of my lease.
3. All other occupants and guests may reside in the apartment only as long as I continue to have a valid lease.
4. My lease will be terminated if I applied as a married student or student with domestic partner and my spouse does not move into my unit.
5. My lease will be terminated if I applied as a student with children and my children do not move into my unit.

LESSEE Name LESSEE Signature Date

Occupant Name Occupant Signature Date

RENTER'S INSURANCE ADDENDUM

LESSEE Name: _____

Apartment No: _____

LESSEE is required to hold Renter's Insurance for the entire term of the Lease Agreement and will be required to provide policy documentation prior to moving into the apartment. LESSEE is responsible for replacing personal items in the event of theft or damage. Renter's Insurance provides valuable protection if personal belongings are stolen or damaged, including laptop computers, smart phones, bicycles, game consoles, textbooks, clothing, and other personal items.

LESSEE must provide proof of insurance with a minimum coverage of \$50,000 for liability prior to occupancy. Any insurance provider is acceptable as long as the minimum liability coverage is met. For student convenience, the UNIVERSITY participates in the GradGuard college student insurance program. To review plan options and exclusions, go to www.gradguard.com, or call 1-855-234-9038. THE UNIVERSITY makes no guarantees or warranties of any kind, express or implied, with respect to GradGuard.

LESSEE Signature

Date

