

Orchard Park Apartment Lease  
2023-2024 Unit Lease

### PART I - DECLARATIONS

1. **PARTIES:** This Lease is between CHF-Davis II, L.L.C., hereinafter referred to as "OWNER" and

hereinafter referred to as "LESSEE." CHF-Davis II, 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 "UNIVERSITY," and is acting as the agent of the OWNER.

2. **PROPERTY DESCRIPTION:** The OWNER hereby leases to the LESSEE the apartment described as,

Apartment type:

Apartment #:

Located at:

Davis CA 95616.

3. **LEASE TERM:** The term of this Lease shall be for the following period:

- September 5, 2023, through July 15, 2024
- September 12, 2023, through August 15, 2024

4. **LEASE RENEWAL:** The UNIVERSITY is not required to renew this Lease or to allow the LESSEE to continue to occupy the premises beyond the end of the lease term. If the LESSEE wishes to continue to occupy the premises, 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 delinquent in rent three (3) or more times within the lease year may be ineligible for lease renewal.

5. **TERMINATION AND NOTICE:** The LESSEE hereby agrees that the UNIVERSITY may terminate the LESSEE's tenancy without cause under this Lease 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. Breaches include, but are not limited to, the following: (a) failure to maintain eligibility for Family and Graduate Housing as provided in Section 6, (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 units, (d) the LESSEE violates any other provision of this Lease or the *Guide to Student Housing and Dining Services*, or (e) the LESSEE sublets or assigns any of the rights pursuant to this Lease without receiving prior written consent from the UNIVERSITY.

The LESSEE may request to terminate this Lease by submitting a lease cancellation request at least 30 days prior to the end of the quarter. Requests that qualify for consideration subject to UNIVERSITY's approval include 1) change in eligible student status, 2) Planned Education Leave (PELP), and 3) personal hardship. Approved lease cancellations will result in the lease term ending on the "Quarter End Date" as published by the Office of the University Registrar.

6. **ELIGIBILITY:** The LESSEE agrees that their right to occupy the premises 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 premises without the written approval of the UNIVERSITY. Following at least one quarter/semester of occupancy, the LESSEE is permitted to have one quarter/semester on filing fee or PELP status (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.

**7. RENT, DEPOSIT and FEES:**

Monthly Rent:

Deposit: \$250

The LESSEE shall pay the UNIVERSITY monthly rent in the amount specified in Section 7 of this Lease. Rent payment will be due on the first day of the month, without demand or billing invoice. For periods of occupancy less than one calendar month's duration, the rent shall be prorated for each day of occupancy and payment will be due when the lease begins. Unpaid rent becomes delinquent fifteen (15) days after the date due unless a written extension has been obtained from Student Housing and Dining Services. Failure to pay rent may result in action being taken, including a hold on future registration and termination of the right of occupancy.

The LESSEE (if not renewing a lease) agrees to pay the deposit upon acceptance of this Lease. This deposit shall be held as a security deposit and shall be refunded upon termination, expiration or cancellation of this Lease after making deductions for rent owed, and any amounts reasonably necessary (a) to cover repairs, damages or loss caused by the LESSEE and (b) to clean the apartment beyond reasonable use and wear. In the event that the LESSEE fails to occupy the apartment after signing the lease, the LESSEE understands and agrees to pay the sum of the deposit as liquidated damages and not as penalty for the UNIVERSITY's administrative costs and damages. 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, together with any reasonable costs of collection.

8. **USE:** The apartment is to be used only as a single-family residence. In addition to dependents, the LESSEE will be permitted to have a spouse, domestic partner, or one unrelated eligible UC Davis graduate student living in the apartment. When requested to do so, the LESSEE shall supply proof of eligibility. A maximum of five (5) residents shall be allowed in a two-bedroom unit. More residents than allowed under this section shall not be permissible unless LESSEE has obtained advance written approval from the UNIVERSITY. The rights of the additional adult occupants listed on the Lease supersede the rights of the LESSEE to have a guest visit the apartment. The LESSEE shall not keep roomers or boarders without the prior written consent of the UNIVERSITY. 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, only the individuals approved by the University with a current additional occupant addendum may reside in the apartment with the lease holder.
10. **ASSIGNMENT AND SUBLETTING:** The LESSEE 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 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. The LESSEE understands that an exception to the eligibility requirement, as provided in Section 6 of this Lease, may be made on the condition that the LESSEE remains a UC Davis Affiliate as defined in this section. The LESSEE acknowledges that an exception or new Lease might not be approved or offered at the end of the term of this Lease.
12. **GUESTS:** The LESSEE may have occasional overnight and weekend guests without notice to or consent of the UNIVERSITY. 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 assumes full responsibility for the actions and/or behaviors of any guests. Guests must abide by all University regulations and lease terms. Violations of lease terms and/or University regulations by guests may result in the permanent removal of said guest or occupant or the termination of the Lease.
13. **UTILITIES:** The OWNER agrees to provide electrical, internet/data, water, sewer, and refuse disposal services. However, the OWNER 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 its control. LESSEE shall not use off-campus internet providers. LESSEE shall not install a modem or satellite dish in or around the apartment.
14. **LAUNDRY:** Washers and dryers are provided within the apartment unit for the convenience of the residents. Clothing

or other laundry items may be dried on the patio, if included with your apartment, 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 REGULATIONS, FEDERAL, STATE AND LOCAL LAWS:** The LESSEE agrees to comply with University 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 premises. Smoking includes – inhaling, exhaling, burning, or carrying a lighted or heated product such as tobacco, marijuana, other smokable 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 University Policy 290-10, Smoke and Tobacco Free Campus.
17. **PETS:** The LESSEE will neither keep a cat, dog or other pet in or near the premises nor encourage its presence by feeding. This prohibition will apply not only to pets of the LESSEE, but also to any visitor to the apartment regardless of the length of a visit. Violations may subject the LESSEE to termination of their right of occupancy. Exceptions to the no pet rule may be made for healthy, small pets, other than cats, dogs and snakes, which are permanently kept and contained in a small cage or aquarium within the apartment. The UNIVERSITY may deny 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. This includes renting out an apartment or a portion of an apartment for the purpose of generating income as a vacation rental or Airbnb and microenterprise home kitchens.
19. **RIGHT TO RELOCATE:** The UNIVERSITY reserves the right to reassign the LESSEE to another comparable University apartment, 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 premises. If the UNIVERSITY cannot deliver possession of the premises to the LESSEE within three (3) working days from the date on which the term of this Lease is to commence, then the UNIVERSITY will provide alternate accommodations in comparable substitute living quarters, and LESSEE will remain obligated to pay rent per the terms of this Lease.
21. **LOCKS AND KEYS:** The LESSEE will 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) will be paid by the LESSEE. The cost of any additional keys, replacement keys, or lock changes requested by the LESSEE within the period of occupancy will be paid by the LESSEE within ten (10) days after notification of charges. The LESSEE agrees that additional keys are to be given only to adult occupants, over the age of 18 years old and who are listed on the current lease, unless prior written consent has been given for an exception to policy by the UNIVERSITY.
22. **MAILBOXES:** The LESSEE agrees that mailboxes are the property of the OWNER and are to be used only to receive mail for the LESSEE and occupants listed on the current lease.
23. **INVENTORY AND INSPECTION:** If the premises are not in a clean condition when the LESSEE assumes occupancy, the LESSEE will notify the Orchard Park Office in the complex within the first forty-eight (48) hours of occupancy. The LESSEE will complete and sign an Inventory and Inspection form acknowledging receipt of the apartment in satisfactory order with any and all exceptions fully described therein. The form must be delivered to the Orchard Park Office in the complex within seventy-two (72) hours after assuming occupancy of the apartment. If the form is not turned in after 72 hours, the LESSEE forfeits their right to claim damages and will be held accountable for assessed damages upon vacating the apartment.
24. **REPAIR AND MAINTENANCE:** The LESSEE accepts responsibility for promptly reporting all conditions that require repair either via the computerized repair request system or to the Orchard Park Office. The OWNER or its property manager will make repairs, paint, or make other alterations to the apartments, buildings and grounds. Routine maintenance and repairs will be made within reasonable time and during normal working hours. Emergency repairs will be carried out as soon as possible. Emergencies are those 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 agrees to 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 spouse and children, guests or other persons for whom the LESSEE is responsible. The OWNER and its property manager have sole discretion in determining the amount of damages charged to the LESSEE for repairs and cleaning, provided, however that said charges will not exceed actual costs of said repairs and cleaning. Any repairs or maintenance for which the LESSEE is liable will be charged to the LESSEE. This charge will be paid by the LESSEE upon receipt of charges. The LESSEE may not undertake repairs personally or contract other persons to do so during the LESSEE's tenancy or upon the termination of tenancy. The foregoing shall not limit the LESSEE's right to request that the UNIVERSITY repair damage, correct deficiencies, or otherwise service the premises during the tenancy. Notwithstanding such a request, the LESSEE shall be liable for any damages done to the premises or deficiencies created by the LESSEE, normal wear and tear excepted.

25. **ALTERATIONS AND DECORATIONS:** The LESSEE will make no alterations, improvements, or additions on the premises without the prior written consent of the Owner or UNIVERSITY. The LESSEE is responsible for the cost of the removal of any alterations, improvements, or additions and returning the premises to their original condition. This charge will be paid by the LESSEE upon receipt of charges. Screws, transparent tape and gummed picture hangers, or other items damaging ceilings, walls, woodwork, or other parts of the building are prohibited. Pictures and other decorations may be hung with hangers of the type approved by the Orchard Park Office. Floor glides on furniture are recommended to prevent damage to the flooring.
26. **OWNER'S APPLIANCES:** The LESSEE will not remove the OWNER's appliances from the apartment or place such appliances out-of-doors. Washing machines, dishwashers, refrigerators, and other such appliances not provided by the OWNER are not permitted in Orchard Park.
27. **PATIOS, BALCONIES, AND BREEZEWAYS-STORAGE:** Only potted plants, outdoor furniture, small recreational items, toys and small-enclosed containers as outlined in the *Guide to Student Housing and Dining Services* may be kept on patios. LESSEE shall not store personal items in corridors or breezeways. No appliances may be placed or used anywhere out-of-doors.
28. **REFUSE/RECYCLING:** All garbage and trash will be placed inside waste containers and lids of containers will be firmly closed after each use. The containers are only for normal household trash. Recycling containers are also available at or near the dumpster locations. Furniture discards, hazardous materials, bulky packing materials and containers and other non-routine debris will be separately removed from the apartment and properly disposed of by the LESSEE.
29. **HEALTH, SAFETY AND AESTHETICS:** The LESSEE agrees to comply with all applicable University, federal, state, and local health and safety laws, ordinances, and regulations, including those of the University Fire Department. Use of candles is prohibited. The LESSEE will keep the patios, balconies, interior breezeways, and common areas of the apartment in a clean and orderly condition. Particular attention will be given to the prevention of conditions potentially harmful to small children. The LESSEE agrees to report immediately to the Orchard Park Office the existence of any unsafe or unsanitary condition. 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 will be in accordance with all applicable health and safety laws, ordinances and regulations. Specific attention will be given to the regulations provided by the University Fire Department. Filled wading pools will be attended by a responsible person at all times and pools will be promptly drained and removed from lawns, patios and other areas after each use. Hot barbecues may not be placed closer than ten (10) feet to any structure and must be attended by a responsible person. All propane cylinders must be stored outside and in a locked propane storage cage.
30. **MOLD:** Mold occurs naturally in the environment. There currently exist 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 premises clean and well ventilated, particularly when showering, bathing, or washing dishes or clothes. The LESSEE is required to notify the UNIVERSITY promptly about the existence of water leakage, overflow in or about the premises, and visible mold or mildew. Learn more by reviewing the "[Information on Dampness and Mold for Renters in California](#)" booklet that comes from the state Department of Public Health.
31. **PEST CONTROL AND BED BUGS:** The OWNER and its property manager take a proactive approach in addressing the issue of all types of household pests, including bed bugs. Student Housing and Dining Services has no prior knowledge of a bed bug infestation or treatment of the apartment for bed bugs. Any resident who suspects they may have bedbugs in their apartment is required to notify the Orchard Park Office immediately to report the problem. An

inspection will be scheduled, and treatment will be done if bed bugs are present. Residents will be required to meet with the Facilities Manager when bed bugs are confirmed in the apartment to determine the cause and review prevention measures. Reoccurring incidents of bed bug infestation may result in charges, at the discretion of Student Housing and Dining Services, if it is determined that the infestation is due to resident negligence. Student Housing and Dining Services also reserves the right to issue a termination of the Lease. Students 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. Residents are encouraged to report pest control problems through the Service Request process. 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.

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:** UNIVERSITY and Property Management are separate agents of the OWNER. The LESSEE understands that the OWNER or its agents 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, eligible UC Davis student, affiliate or their related or unrelated adult occupant. 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 at reasonable hours. LESSEE agrees that Permission to Enter the apartment is granted when submitting an online service request and 24-hour notice will not be given; however, 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 Davis campus in the vicinity of the premises is scheduled for the current academic year. Construction is expected to occur during normal daytime 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 disruptions resulting from such construction and has agreed to such.

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 Orchard Park Apartments and outlines specific policies residents must comply with. Residents are expected to be familiar with the information and policies contained in the *Guide to Student Housing and Dining Services* and to understand that a violation of Student Housing and Dining Services policy may be considered a breach of the Lease. LESSEE understands that changes and additions to the *Guide to Student Housing and Dining Services* can be made up until the Lease start date. If changes are made prior to the Lease start date, LESSEE will be provided a link to the updated version before the lease 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. **NOISE AND DISTURBANCE:** The LESSEE will 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 will not permit any disturbance, noise or other activity detrimental to the premises or to the comfort of other residents. The LESSEE assumes full responsibility for the actions of all occupants and guests, including their compliance with the terms of the Lease, and the *Guide to Student Housing and Dining Services*.
36. **MISREPRESENTATION:** The LESSEE 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.
37. **CERTIFICATION:** The LESSEE certifies under penalty of perjury that the application filed in connection with this Lease 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 OWNER and the LESSEE. The LESSEE has read, understands and agrees to be bound by all the terms, conditions, and regulations contained in this Lease.
38. **LIABILITY:** The LESSEE will indemnify the OWNER and UNIVERSITY against all liability and hold the UNIVERSITY harmless from all claims, demands, loss or damage arising during their occupancy of the apartment, other than normal wear and tear and save and except such liability claims, demands, loss or damage as may be caused by the negligence of the OWNER or UNIVERSITY, its 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 liability and personal property such as clothing, books, furnishings, bicycles, stereos, computers, etc., which are stolen or damaged. The LESSEE agrees that they are responsible for any damage to the apartment or its equipment and is responsible for maintaining the apartment in a safe and sanitary manner.
39. **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 regulations. The LESSEE agrees to abide by the regulations for parking on the premises and to be responsible for their visitors observing the parking regulations. Motor or automobile overhaul may not be performed in or around the premises. No disabled vehicle may be parked in the parking lots for more than one week without the prior written consent of the UNIVERSITY.
40. **NOTICES AND AGENTS OF THE OWNER:** Any notices to the OWNER hereunder shall be in writing electronically or delivered on paper to the Orchard Park office and to the Agent of the OWNER, as specified in Part II of the Lease. 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.
41. **BULLETIN BOARDS:** The LESSEE shall not post on community bulletin boards.
42. **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 LESSEE's failure to make timely payment of the rental installment so accepted.
43. **ABANDONMENT, TERMINATION AND REMEDY IN DAMAGES:** If the LESSEE breaches this Lease and abandons the apartment without giving proper notice, or if the right to possession is terminated by the OWNER or OWNER's Agent because of the LESSEE's breach of this Lease, this Lease terminates. Upon such termination, the OWNER may recover such damages as may be provided by law. The OWNER may reenter and take possession of the apartment if it determines that the apartment has been abandoned.
44. **VACATING PROCEDURE:** The Security Deposit will be returned to the LESSEE within 21 days after the 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 OWNER reserves the right to withhold any refund due to the LESSEE to recover

outstanding Housing debts incurred by the TENANT, and to release any Student Housing and Dining Services credit balance to cover other outstanding housing charges. Upon termination of the Lease, the LESSEE agrees to surrender the premises to the OWNER and to remove all property of the LESSEE. Any property left in the apartment after termination will be deemed abandoned, and the OWNER 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 OWNER whatsoever. Notwithstanding any of the other provisions of this Lease, the LESSEE understands and agrees that the LESSEE remains responsible for the demised premises, all fixtures and furniture situated therein, until all keys are returned to the Orchard Park Office and notice is given that the apartment has been vacated.

45. **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 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, 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.
46. **GROUND:** The LESSEE, and/or other occupants will not erect fences, cultivate plants or make other changes in the grounds without the prior written consent of the OWNER or its agent.
47. **LEASE AMENDMENTS:** These rules and regulations are subject to revision from time to time by the OWNER or its agent upon sixty (60) days written notice mailed or delivered to the LESSEE.
48. **TAXES AND LIENS:** The LESSEE will pay any taxes levied against the LESSEE's possessory interest by a governmental entity. The LESSEE will not cause liens of any kind to be placed against the property.
49. **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](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."

50. **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/>. OWNER/Agent's insurance does not cover the loss of LESSEE's personal possessions. The OWNER 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."
51. **LESSEE'S ATTORNMENT:** The construction of Orchard Park complex (Project) was financed with California Municipal Finance Authority Student Housing Revenue Bonds. If at any time during the term of the Lease, the bond Trustee or the designee of the Trustee, or a subsequent purchaser at a foreclosure sale from the Trustee, shall become the owner of the Project, Tenant shall attorn to and recognize such party so succeeding to Landlord's rights ("Successor Landlord") as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument ("Attornment Agreement") that such Successor Landlord may reasonably request to evidence such Attornment. Upon such Attornment, this Lease shall continue in full force and effect as a direct lease between the Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease, except that the Successor Landlord shall not (a) have any liability for any previous act or omission of a predecessor landlord under the sublease, (B) be bound by any previous modification of the sublease, unless such modification or prepayment shall have been expressly approved in writing by the Issuer and the Trustee, or (C) have any liability for refusal or failure to perform or complete landlord's work or otherwise prepare the demised premises for occupancy in accordance with the provisions of the sublease.

**PART II ACKNOWLEDGEMENT/ACCEPTANCE OF CONDITIONS OF LEASE**

I, the undersigned, agree to accept this Lease for the terms and conditions explicitly defined in Part I Declarations.

\_\_\_\_\_  
*Signature of Lessee*

\_\_\_\_\_  
*Date*

AGENT OF OWNER: Student Housing and Dining Services of the University 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

Sample



## RENTER'S INSURANCE ADDENDUM

LESSEE Name:

LESSEE's apartment:

The 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. Renters 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.

As an Orchard Park resident, you must provide proof of insurance with a minimum coverage of \$50,000 for liability prior to occupancy. You may use any insurance provider as long as the minimum liability coverage is met. For your convenience the University participates in the GradGuard college student insurance program. To review plan options and exclusions, go to [www.gradguard.com](http://www.gradguard.com), or call 1-855-234-9038. The Owner and the University make no guarantees or warranties of any kind, express or implied with respect to GradGuard.

LESSEE Signature

Date

ADDITIONAL ADULT OCCUPANT ADDENDUM (1)

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:

- I am solely responsible for the financial obligations of the Lease.
- All occupants of my apartment and any approved guest[s] are subject to all University, campus, Student Housing and Dining Services, and Orchard Park rules, regulations, and policies. Failure to comply with any of these rules, regulations, policies, and terms and conditions can result in the termination of my lease.
- All other occupants and guests may reside in the Orchard Park apartment only as long as I continue to have a valid lease.
- My lease will be terminated if I applied as a married student or student with domestic partner and it is discovered they have not moved into my unit.
- My lease may be terminated if I applied as a student with children and it is discovered my children have not moved into my unit.

\_\_\_\_\_  
LESSEE Name LESSEE Signature Date

\_\_\_\_\_  
Occupant Name Occupant Signature Date

ADDITIONAL ADULT OCCUPANT ADDENDUM (2)

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:

- I am solely responsible for the financial obligations of the Lease.
- All occupants of my apartment and any approved guest[s] are subject to all University, campus, Student Housing and Dining Services, and Orchard Park rules, regulations, and policies. Failure to comply with any of these rules, regulations, policies, and terms and conditions can result in the termination of my lease.
- All other occupants and guests may reside in the Orchard Park apartment only as long as I continue to have a valid lease.
- My lease will be terminated if I applied as a married student or student with domestic partner and it is discovered they have not moved into my unit.
- My lease may be terminated if I applied as a student with children and it is discovered my children have not moved into my unit.

\_\_\_\_\_  
LESSEE Name LESSEE Signature Date

\_\_\_\_\_  
Occupant Name Occupant Signature Date