1. SCOPE: These Terms and Conditions are, by reference, incorporated into the Lease document for Solano Park Apartments consisting of Parts I and II, hereinafter referred to as "the Lease". These terms and conditions apply to the specific property described and for the term specified in Part I of the Lease.

2. RENT. The TENANT shall pay the University monthly rent in the amount specified in Part I of the Lease. The first payment shall be made at the time this lease is signed and shall apply to the first month of the lease term. For each subsequent month, payment is due on the first day of the month, without demand or billing, at the Campus Cashier's Office. For periods of occupancy less than one calendar month's duration, the rent shall be prorated for each day of occupancy. Unpaid rent becomes delinquent fifteen (15) days after the date due, unless a written extension has been obtained from the Student Housing and Dining Services Accounts Office. Delinquent accounts are subject to late payment charge as specified in Part I of the Lease, which is presumed to be the amount of damage sustained by the University. Failure to pay rent may result in action being taken, including a hold on financial aid awards, future registration and/or transcripts and termination of the right of occupancy. TENANT's delinquency in rent three (3) or more times within the lease year may be ineligible for lease renewal. Any change in the rent shall be made by mail or by delivering written notice of such change to the TENANT at the apartment at least forty two (42) days in advance of its effective date, and the TENANT's failure to give notice under Section 9, below, within ten (10) days of receipt of such notice shall constitute the TENANT's acceptance of rent change and agreement to pay rent at the new rate.

3. USE. The apartment is to be used only as a single-family residence. The TENANT will be permitted to have up to two related adults (one related adult in a one-bedroom and two related adults in a two-bedroom) or one unrelated eligible student adult living in the apartment. When requested to do so by the University, the TENANT shall supply proof of eligibility. A maximum of three (3) related residents shall be allowed in a one-bedroom unit and a maximum of five (5) related residents shall be allowed in a two-bedroom unit. More tenants than allowed for under this section shall not be permissible unless tenant has obtained advance written approval from the University. The rights of the additional adult occupants listed on the lease supersede the rights of a leaseholder to have a guest visit the apartment. The TENANT shall not keep roomers or boarders without the prior written consent of the University. The same overnight guest may not stay in Solano Park Apartments more than seven (7) cumulative nights during any academic quarter without prior written consent of the University. The TENANT may have occasional overnight and weekend guests without notice to or consent of the University.

4. UTILITIES. The University agrees to provide water and refuse disposal service. However, the University shall not be liable for failure to provide any of the services to be furnished by it if such failure is caused by conditions beyond the control of the University. The University also agrees to provide data service (ResNet) and cable television. Gas and electrical service shall be provided by and at the expense of the TENANT. Telephone service shall be provided by and at the expense of the TENANT and placed only in the location presently wired for telephone service in the apartment. Telephone repairs must first be reported to the University.

5. DEPOSIT. The TENANT (if not renewing a lease) agrees to pay to the University a deposit as specified in Part I of the Lease upon acceptance of this lease. This deposit shall be held as a security deposit and shall be refunded upon termination, expiration or reasonable cancellation of this lease, after making deductions for rent owed, late fees owed, and any amounts reasonably necessary (a) to cover repairs, damages or loss caused by the TENANT and (b) to clean the apartment beyond reasonable use and wear. In the event that the TENANT fails to occupy the apartment after accepting assignment, the TENANT understands and agrees to pay the University the sum of the deposit as specified in Part I of the Lease as liquidated damages and not as penalty for the University’s administrative costs and damages. In the event such cost for loss or damage exceed the amount of the deposit, the TENANT shall pay such additional amounts as may be required to cover the excess costs, together with any reasonable costs of collection.

6. ELIGIBILITY. The TENANT agrees that their right to occupy the premises is conditioned upon TENANT's being and remaining a registered, full-time student at the University of California, Davis, during Fall, Winter and Spring quarters/semesters. If the TENANT is not a registered, full-time student during Fall, Winter, and Spring quarters/semesters, the TENANT may not remain in possession of the premises without the written approval of the University. Following at least one quarter/semester of occupancy, the TENANT is permitted to have one quarter/semester off (summer sessions excluded). Filing fee status and Planned Educational Leave are defined as unregistered student status. All occupants listed on the lease must reside in the apartment during all academic sessions (excluding summer) and the apartment address indicated on the Lease must be the verifiable primary residence address for those listed on this lease. No occupant in addition to those named on this lease is permitted unless prior written approval has been granted by the University. The TENANT shall vacate the apartment within 42 days of graduating.

7. UC DAVIS AFFILIATES. (Visiting Scholar, Researcher, Post Doc, Faculty, Staff) The TENANT understands that an exception to the eligibility requirement of Section 6 of the Lease Agreement has been made only on condition that the TENANT remains affiliated with U.C Davis as specified in Part I of the Lease. The TENANT acknowledges that an exception or new Lease Agreement might not be approved or offered at the end of the term of this Lease Agreement.
8. LEASE RENEWAL. The University is not required to renew this lease or to allow the TENANT to continue to occupy the premises beyond the end of the lease term. If the TENANT wishes to continue to occupy the premises, they shall submit a request for such in writing at least forty-two (42) days prior to the expiration date of this lease. Evidence of continuing status as a regularly enrolled student for the forthcoming quarter/semester shall accompany the written request. If the University approves the TENANT’s request to continue to occupy the premises, the TENANT shall be required to execute a new lease prior August 1st. TENANT’s delinquent in rent three (3) or more times within the lease year may be ineligible for lease renewal.

9. TERMINATION AND NOTICE. The TENANT hereby agrees that the University may terminate the TENANT’s tenancy without cause under this Agreement upon forty-two (42) days written notice. The TENANT may terminate this lease by giving at least forty-two (42) days written notice to the University prior to vacating the apartment. Written notice will be accepted in the form of email or letter, hand delivered, internet or by facsimile. If for any reason the apartment is vacated prior to the end of the (42) day period, the TENANT shall be responsible for payment of rent for the full (42) day period after notice is given. Without the requisite notice, the TENANT shall be responsible for payment of rent until the University is able to re-rent the premises and for damages that the University may suffer due to the TENANT’s failure to give proper notice specified hereunder. The University may serve the TENANT with a three (3) day notice to pay rent or quit, to perform a covenant or quit, or to quit, whichever is appropriate, if the TENANT fails to pay rent or other charges when due or otherwise breaches the terms and conditions of this Agreement. Breaches include but are not limited to, the following: (a) failure to maintain eligibility for Solano Park Apartments as provided in Section 6 above, (b) failure to pay promptly the stated rent or other charges levied, (c) TENANT’s use of the apartment unreasonably damages or endangers the apartment, its furnishings or the building, or unreasonably disturbs residents of other units, (d) the TENANT violates any other provision of this lease including the provisions contained in the Conditions and Regulations, Solano Park Apartments, University of California, Davis or the Guide to Solano Park Apartments, (e) the TENANT sublets or assigns any of the rights pursuant to this lease without receiving prior written consent from the University. Notwithstanding the ability of the TENANT to terminate this Agreement upon forty-two (42) days’ written notice, this Agreement is a fixed-term lease and the TENANT has no right to continue occupancy of the premises after the lease termination date as specified in Part I of the Lease.

10. ASSIGNMENT AND SUBLETTING. The TENANT agrees that the rights under this lease are not assignable either in whole or in part, and that the right of occupancy may not be granted by the TENANT to any other person without the prior written consent of the University. An assignment or lease name change is prohibited between unrelated adults. Solano Park leaseholders wishing to sublet their apartments may do so for one quarter/semester or during summer, provided they will be registered for the upcoming regular academic quarter/semester. Leaseholders are encouraged to give priority to registered UC Davis students when entering a sublease agreement.

11. NONWAIVER. It is agreed that any waiver or non-enforcement by the University of any term or condition of this lease shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this lease. Acceptance by the University of any rental payment shall not be deemed a waiver of any provision or breach other than the TENANT’s failure to make timely payment of the rental installment so accepted.

12. COMPLIANCE WITH UNIVERSITY REGULATIONS, FEDERAL, STATE AND LOCAL LAWS. The TENANT agrees to comply with University regulations regarding student conduct and applicable federal, state and local laws.

13. NOTICES AND AGENTS OF THE UNIVERSITY. Any notices to the University hereunder shall be in writing and delivered to the Agent of the University, as specified in Part II of the Lease. Any notice to the TENANT shall be in writing and may be delivered to the TENANT via the TENANT’s University email account, personally or in any manner allowed by law.

14. MISREPRESENTATION. The TENANT agrees that any false statement made on the application filed in connection with this lease and/or on this lease may result in termination of this lease, at the sole option of the University.

15. CERTIFICATION. The TENANT certifies under penalty of perjury that the application filed in connection with this lease and the statements made by the TENANT appearing herein are true and correct. The TENANT understands and agrees that the terms and conditions herein set forth constitute a contract between the Regents of the University of California and the TENANT. The TENANT has read, understands and agrees to be bound by all the terms, conditions, and agreements contained in this lease.

16. JOINT AND SEVERAL LIABILITY. The eligible TENANT and their spouse or other adult partner (if applicable) agree that all of the obligations assumed by them and agreed to hereunder shall be joint and several obligations of the TENANT.

17. RIGHT TO RELOCATE. The University reserves the right to reassign the TENANT to another apartment within the Solano Park Apartment complex, at its sole discretion.

18. DELAY IN DELIVERY OF POSSESSION. The TENANT agrees that the University will not be liable for any costs, losses, or damages suffered by the TENANT as a result of the University’s inability to deliver possession of the premises. If the University cannot deliver possession of the premises to the TENANT within three (3) working days from the date on which the term of this lease is to commence, then the TENANT may elect to declare this lease null and void, and any deposit and/or rent paid to the University will be refunded to the TENANT.
19. **APARTMENT TRANSFER.** The TENANT may request an apartment transfer that will be granted at the discretion of Student Housing and Dining Services. Transfers may be requested between October 1 and March 31 unless Student Housing and Dining Services grants an exception to policy. Leaseholders must reside in their current apartment for a minimum of 6 months before they can submit a transfer request. Transfers for a medical need will be considered an exception and the request must be supported by documentation from a health professional. Transfers are not given priority for vacant apartments over new applicants on the waitlist. All transferees must comply with use and eligibility guidelines. Information regarding transfer procedures may be obtained from the Student Housing and Dining Services Office.

20. **CONSTRUCTION AND RENOVATION.** Construction and/or remodeling or repair of academic and residential buildings on the Davis campus in the vicinity of Student Housing and Dining Services 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.

21. **PEST CONTROL**

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

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

22. **GUIDE TO SOLANO PARK.** The Guide to Solano Park, incorporated herein by reference, includes information about living in the Solano 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 Solano Park and to understand that a violation of Student Housing and Dining Services policy may be considered a breach of the Contract. Student Housing and Dining Services policies are reviewed during initial lease signing and check in meetings. The following behaviors should be noted:

- No alcohol is permitted in public areas (i.e. grounds, laundry rooms, parking lots). Alcohol may be consumed in the community center only after an alcohol permit has been granted.
- Unlawful use or possession of controlled substances. Use or possession of illegal drugs in violation of University policy.
- Smoking, including the use of smokeless tobacco and unregulated nicotine products, in any building or within 25 feet of designated areas. (Effective January 1, 2014, smoking is prohibited on all University property.)
- 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.
- Possession or use of weapons.
- Tampering with fire protection equipment or fire alarm apparatus.
- Unauthorized possession of a pet or animal, excluding fish in tanks no larger than 10 gallons.
- Residents are responsible for their guest’s behavior.
- No business may be operated from within Solano Park Apartments; the sole exception is a licensed childcare business.
- All major/large events in the Community Center must have prior approval. No organized, loud, unruly or alcohol-related events/activities are permitted.

23. **CHILD SUPERVISION.** The TENANT understands and agrees to abide by the child supervision policy as stated in The Guide to Solano Park. The TENANT further understands and agrees that failure to follow the policy may provide a basis for lease termination.

24. **INVENTORY.** If the premises are not in a clean condition when the TENANT assumes occupancy, the TENANT will notify the Solano Park Office in the complex within forty-eight (48) hours. Within seventy-two (72) hours after assuming occupancy of the apartment, the TENANT will complete and sign an Inventory and Inspection form and deliver it to the Solano Park Office in the complex, acknowledging receipt of the apartment in satisfactory order with any and all exceptions fully described therein. If the form is not turned in after 72 hours, the TENANT forfeits their right to claim damages and will be held accountable for assessed damages upon vacating the apartment.

25. **LIABILITY.** The TENANT will indemnify the 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 University, its officers, agents, or employees, or by an act of God or other casualty beyond the control of the TENANT. Residents are advised to obtain renters’ insurance for coverage of personal property such as clothing, books, furnishings, bicycles, stereos, computers, etc., which are stolen or damaged. The TENANT 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.
26. 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. 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 University Policy 290-10, Smoke and Tobacco Free Campus.

27. PETS. The TENANT 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 TENANT, but also to any visitor to the apartment regardless of the length of a visit. Violations may subject the TENANT 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 TENANT is liable for any damage caused by pets or containers holding pets.

28. REPAIR AND MAINTENANCE. The TENANT accepts responsibility for promptly reporting all conditions that require repair either via the computerized repair request system or to the Solano Park Office. University personnel will make repairs, paint, or make other alterations to Solano Park Apartments. Telephone, data, and cable wiring are the property of the University; telephone malfunctions must first be reported to the Solano Park Office. 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 considered to be those situations when failure of immediate repair would subject the TENANT 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 TENANT 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 TENANT, their spouse and children, guests or other persons for whom the TENANT is responsible. The University has sole discretion in determining the amount of damages charged to the TENANT 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 TENANT is liable will be charged to the TENANT. This charge will be paid by the TENANT upon receipt of charges. The TENANT may not undertake repairs personally or contract other persons to do so during the TENANT's tenancy or upon the termination of tenancy. The foregoing shall not limit the TENANT's right to request that the University repair damage, correct deficiencies, or otherwise service the premises during the tenancy. Notwithstanding such a request, the TENANT shall be liable for any damages done to the premises or deficiencies created by the TENANT, normal wear and tear excepted.

29. MAILBOXES. The TENANT agrees that mailboxes are the property of the University and are to be used only to receive mail for the TENANT and occupants listed on the current lease agreement. The TENANT further agrees that only University employees are authorized to pick up new mailbox keys at the US Post Office.

30. ALTERATIONS AND DECORATIONS. The TENANT will make no alterations, improvements, or additions on the premises without the prior written consent of the University. The TENANT is responsible for the cost of the removal by University staff of any alterations, improvements, or additions and returning the premises to their original condition. This charge will be paid by the TENANT upon receipt of charges. Screws, transparent tape and gummed picture hangers, or other items damaging to 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 Solano Park Office. Floor glides on furniture are recommended to prevent damage to the floor covering.

31. UNIVERSITY-OWNED APPLIANCES. The TENANT will not remove University-owned appliances from the apartment or place University-owned appliances out-of-doors. Washing machines, dishwashers and refrigerators not provided by the University are not permitted in the Solano Park Apartments.

32. LOCKS AND KEYS. The TENANT will not change or add any locks nor duplicate any University keys without the prior written consent of the University. All keys to University locks are to be returned at the time of vacating said apartment. The cost of any keys not returned, as well as the costs of any subsequent lock change(s) will be paid by the TENANT. The cost of any additional keys, replacement keys, or lock changes requested by the TENANT within the period of occupancy will be paid by the TENANT within ten (10) days after notification of charges. The TENANT 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. The TENANT agrees that the mailbox key lock change fee is set by the US Postal Service and is subject to increases throughout the entire lease period.

33. HEAVY FURNITURE AND WATERBEDS. The TENANT will not use furniture exceeding the weight of fifty (50) pounds per square foot. To prevent damage to the flooring, waterbeds must be placed on a frame and must not come in direct contact with the floor.

34. STORAGE. Storage of all household or personal property will be confined to the interior of the apartment or the storage compartment if one has been assigned. Any storage placed above the assigned compartment must be clearly identified as to the owner, or it will be removed by the University. The University will not be liable for any loss resulting from such removal. Storage compartment aisles will be kept free of storage. Boats, trailers or detachable tops of any sort may not be kept or stored in the Solano Park Apartment area.
35. **PATIOS, BALCONIES, AND BREEZeways-STORAGE.** Only potted plants, outdoor furniture, small recreational items, toys, and small-enclosed containers as outlined in the *Guide to Solano Park* may be kept on patios, balconies or breezeways. Balcony railings and stairways will be kept clear of potted plants and other items. No appliances may be placed or used anywhere out-of-doors. At all times, balcony gates will be unobstructed and reasonable passage (a minimum width of 24") will be possible for the full length of the balcony and breezeway for the purposes of entering and exiting during fire or other emergencies.

36. **GUESTS.** The TENANT assumes full responsibility for the actions and/or behaviors of any guests and/or persons listed as occupants on the lease. Guests and all occupants listed on the lease must abide by all University regulations and lease terms. Violations of lease terms and/or University regulations by guests or occupants listed on the lease may result in the permanent removal of said guest or occupant or the termination of the lease.

37. **MOTOR VEHICLES AND PARKING.** The operation of motor vehicles on University property is subject to all applicable state and local laws as well as University regulations. The TENANT agrees to abide by the regulations for parking on Solano Park Apartment property and to be responsible for their family’s visitors observing the parking regulations. Motor or automobile overhaul may not be performed in or around the Solano Park Apartment facilities. No disabled vehicle may be parked in the Solano Park Apartment parking lots for more than one week without the prior written consent of the University.

38. **LAUNDRY.** Laundry rooms and drying courts are provided on the premises for the convenience of the residents. Clothes dryers are not permitted inside or outside apartments. Clothing or other laundry items may be dried on the balcony or patio subject to the guidelines provided in the *Guide to Solano Park*. The TENANT assumes responsibility for the security of their own laundry items when using the laundry and drying courts.

39. **REFUSE/RECYCLING.** All garbage and trash will be placed inside furnished 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 Solano Park Apartments and properly disposed of by the TENANT.

40. **NOTICES.** Notices may be posted only on designated bulletin boards or door clips subject to University or the Solano Park Apartments approval.

41. **NOISE AND DISTURBANCE.** The TENANT 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 TENANT assumes full responsibility for the actions of all occupants and guests, including their compliance with the terms of the lease, and these *Conditions and Regulations*.

42. **HEALTH, SAFETY AND AESTHETICS.** The TENANT 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 TENANT 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 TENANT agrees to report immediately to the 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 until coals are extinguished.

43. **MOLD.** Mold occurs naturally in the environment. There currently exist no federal or state standards for permissible levels of mold. The TENANT 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 TENANT is required to notify the University promptly about the existence of water leakage, overflow in or about the premises, and visible mold or mildew.

44. **PEST CONTROL.** 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 apartment for bed bugs. Any resident who suspects they may have bedbugs in their apartment is required to notify the Solano 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 Parks Coordinator and Facilities Manager when bed bugs are confirmed in the apartment to determine the cause and review prevention measures. Recurring 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 "hitchhiking" 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 found on My.ucdavis.edu or the Student Housing and Dining Services website. Pest control issues may be reported either by the resident or by other residents in the building. Proper notice of entry will be provided when a pest control issue needs to be addressed and residents will be expected to accommodate the service.

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2019-2020 Terms, Conditions and Regulations for Solano Park Leases
45. **RIGHT OF ENTRY.** The TENANT understands that 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 TENANT has abandoned or surrendered the apartment; (d) pursuant to court order; (e) or with the consent of the TENANT, eligible UC Davis student, affiliate or their related or unrelated adult occupant. Except as defined in Conditions 24a, 24c, and 24e., entry may be made only after giving twenty-four (24) hours written notice of the intent to enter the apartment to the TENANT. Such entry will be made at reasonable hours. TENANT agrees that Permission to Enter the apartment is granted when submitting an online service request. 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)

46. **ABANDONMENT, TERMINATION AND REMEDY IN DAMAGES.** If the TENANT breaches this lease and abandons the apartment without giving proper notice, or if the right to possession is terminated by the University because of the TENANT’s breach of this lease, this lease 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.

47. **VACATING PROCEDURE.** The Security Deposit will be returned to the TENANT within approximately three weeks 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 Student Housing and Dining Services Office reserves the right to withhold any refund due to the TENANT to recover outstanding Housing or University debts incurred by the TENANT, and to release any Student Housing and Dining Services credit balance to cover other outstanding housing University charges. Upon termination of the lease, the TENANT agrees to surrender the premises to the University and to remove all property of the TENANT. 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 University regulations and applicable law, without any liability to the University whatsoever. Notwithstanding any of the other provisions of these Conditions and Regulations, the TENANT understands and agrees that the TENANT remains responsible for the demised premises, all fixtures and furniture situated therein, until all keys are returned to the Solano Park Office and notice is given that the apartment has been vacated.

48. **FAILURE TO VACATE.** The TENANT understands and agrees that the University may rent the apartment to new occupants effective the day following the termination of the TENANT’s Lease and that such new occupants may be scheduled to move into the apartment on that day. If the TENANT does not vacate the apartment on the date of termination of this Lease, the TENANT 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.

49. **COMMERCIAL ENTERPRISE.** Activities of a business or commercial nature are not permitted on University property without the prior written permission of the University. The TENANT agrees that thirty (30) days prior written notice must be provided to the University regarding the operation of a family childcare business or the intended operation of a family childcare business.

50. **GROUNDS.** The University maintains the apartment grounds. The TENANT, and/or other occupants will not erect fences, cultivate plants or make other changes in the grounds without the prior written consent of the University.

51. **AMENDMENTS.** These rules and regulations are subject to revision from time to time by the University upon sixty (60) days written notice mailed or delivered to the TENANT.

52. **TAXES AND LIENS.** The TENANT will pay any taxes levied against the TENANT’s possessory interest by a governmental entity. The TENANT will not cause liens of any kind to be placed against the property.

53. **SEX OFFENDER INFORMATION.** As required by state law, the following notice is provided: **Registered Sex Offenders Notice.** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified register sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender’s criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which they reside. Disruptions resulting from such construction and has agreed to such

54. **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 the Resident’s personal possessions and it is recommended that the Resident consider purchasing renter’s insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss. 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.”