

TERMS AND CONDITIONS

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CHECKLIST

- Read and understand the *Terms and Conditions* of residence
- Apply for housing at **studenthousing.ucsc.edu**

UNDER 18 YEARS OF AGE: If you are under 18 years of age, print the required **Housing Contract Agreement** form during the online application process. Have your parent or legal guardian sign and return the form to the *Campus Housing Office*.

HOUSING OPTIONS/PREFERENCES: The University will make every effort to honor the preferences expressed in your housing application. **Guaranteed students** applying for university housing will be guaranteed a space in university housing, however, **a particular college/housing facility or specific type of housing is not guaranteed. Non-guaranteed students** may be placed on a waiting list and assigned housing when a space matching the preferences stated in the housing application becomes available.

LEGALLY BINDING CONTRACT: Once you are assigned housing, your housing application becomes a **legally binding contract** that is **valid for the entire 2018-19 academic year**.

CANCELLING HOUSING CONTRACT: Prior to taking residence, if your plans change and you are unable to live in university housing, you must return to Student Housing Online (**studenthousing.ucsc.edu**) and cancel your application/contract.

- If a **wait list application** is cancelled prior to a space being assigned, student will not be billed for any portion of the advance housing fee.

- If a **confirmed contract/reserved housing space** is cancelled, student will be billed for the advance housing fee and additional late cancellation fees may also apply (see section VIII for cancellation fee schedule).

After taking residence, requests for housing contract cancellation must be initiated through the housing office at your residential community. Moving out or turning in keys without official approval will not release you from your contractual obligation, and you will continue to be billed accordingly.

Student Housing Services Campus Housing Office

104 Hahn Student Services Building
University of California, Santa Cruz
Santa Cruz, CA 95064

PHONE: (831) 459-2394
FAX: (831) 459-3665
E-MAIL: housing@ucsc.edu
WEB: housing.ucsc.edu

ONLINE HOUSING APPLICATION:
studenthousing.ucsc.edu

Disability-Related Housing Accommodation Needs: If you have documented disability-related housing needs you must **submit a Housing Accommodation Request form** in addition to completing the online housing application/contract process. Visit drc.ucsc.edu or contact the *Disability Resource Center (DRC)* for information about medical documentation requirements. *Disability Resource Center* e-mail: drc@ucsc.edu, Phone: (831) 459-2089, TTY: (831) 459-4806

Release of Information (ROI): The disclosure of information from student records is governed by the federal *Family Educational Rights and Privacy Act (FERPA) of 1974*, as amended, and is intended to protect the student's right to privacy. Information regarding a student's housing/dining charges cannot be discussed or released to any third party, including a parent or legal guardian, without the student's consent. Student may authorize the *Campus Housing Office* to discuss financial information (housing and dining charges) with a third party (e.g., parent, legal guardian, etc.) by completing the online Release of Information (ROI) authorization process (studenthousing.ucsc.edu).

Terms and Conditions | 2018-19

THE CAMPER PARK

This contract is an agreement between a University of California, Santa Cruz (UCSC) student, hereinafter called "Student," and the Regents of the University of California, hereinafter called "University". **The following terms and conditions are effective as of the date a residence space is assigned in the UCSC Camper Park hereinafter called "Camper Park", under the jurisdiction of the University of California Santa Cruz, and a 2018-19 contract is approved** by a representative of the Regents of the University of California. This legally binding contract is valid for the entire term of the contract period, as noted below, and is non-transferable.

I. Eligibility

- A. Student must be a regularly enrolled full-time registered student of the University of California, Santa Cruz (as defined by the Registrar). The Student shall be obligated to pay University in accordance with the payment provisions of this contract for any services provided. Newly admitted transfer students and graduate students are not eligible to live in Camper Park during their first quarter at UCSC; newly admitted freshmen are not eligible during their first year at UCSC.

II. Term of Contract/Period of Residence

- A. University will furnish Student with a university housing residence according to the following schedule.
1. The term of this contract is for the entire 2018-19 academic year commencing with the opening of the residence for the fall quarter (September 22, 2018), or subsequent quarter, and terminating at 12 noon on June 14, 2019.
- B. **Failure to Take Occupancy:**
1. Students who **have not occupied their assigned space** by 5:00 p.m. on the day following the contract start date or have not made arrangements with University for late arrival **may forfeit their reserved housing space.**
 2. If the **Student fails to take occupancy**, and does not notify the University, in writing, prior to contract start date, the **University may continue to charge the Student all fees and costs incurred under the Contract.** Student shall be liable for payment of the residence rate until a replacement Student, if any, can be secured by the University and assigned to the same space and/or the university has waived such liability in writing. A \$350.00 contract cancellation fee shall be

assessed upon termination of contract by University, in addition to any charges otherwise due.

- C. **Failure to Move:** Students who vacate their assigned space later than required under the periods of residence specified herein or as otherwise agreed between the University and Student are subject to a \$100.00 per day liquidated damages charge as well as any other charges allowed by law. Any Student discovered to be in a closed residential facility without prior authorization shall be considered trespassing on University property and legal or University sanctions may be imposed.

III. Residence Provisions

A. Furniture and Alterations:

1. Furniture may not be removed from any residence or common area without the prior written approval from the University in accordance with written University policy.
2. Student shall make **no alterations, improvements, or additions to the premises** without prior written approval of the University. Student is responsible for the cost of the removal by University staff of any additions or improvements and/or restoration of the premises to the original condition.

- B. **Health and Safety:** Student shall not engage in any behavior or activity which endangers the health, safety, or well-being of any person.

C. Keys and Lockout:

1. University will provide Student with residence key(s). Student **will not duplicate any University key and will not let any University key be used by anyone else.** Student agrees to be responsible for key **replacement costs** and re-keying of the residence in accordance with University policy in the event that **any University key** becomes lost, damaged or stolen.
2. Students **must carry keys and ensure that their door is secured at all times.** If a student is locked out more than three (3) times in an academic year, there is a service fee of \$15.00 upon the fourth lockout and every lockout thereafter
3. **All keys to University locks are to be returned at the end of tenancy.** The Student shall pay the cost of any keys not returned, as well as the costs of any subsequent lock change(s).

4. Tampering, disabling, or dismantling door closing/locking mechanism is prohibited.
- D. **Mold:** Mold occurs naturally in the environment, and currently there are no federal or state standards for permissible levels of mold. Student is required to take reasonable steps to **control the growth of mold and mildew** by keeping the premises dry, clean, and well-ventilated, particularly when showering, bathing, or washing/drying dishes or clothes. Student is required to notify the University immediately upon notice of the existence of water leakage or overflow in or about the premises, or the presence of mold/mildew.
- E. **Notice for Entry:** Student's residence may be entered by authorized University personnel and their designee under any of the following circumstances:
1. In an **emergency** as determined by University without advance notice and whether or not Student is present. When Student's residence is entered, University will, within seventy-two (72) hours, inform Student of the conditions which warranted entry.
 2. **Upon twenty-four (24) hours written notice** by University unless consent is given by Student for earlier entrance to conduct necessary or agreed upon inspections, inventory, repairs/maintenance, alterations, or improvements, or supply services required to maintain the residence.
 3. All **maintenance requests initiated by Student imply consent** to enter the premises to perform the requested maintenance.
 4. According to a pre-determined maintenance **inspection schedule** presented to Student and/or posted in the common areas.
 5. **Between quarters** when, at the option of the University, units may be entered with verbal and/or written advance notice.
 6. When **Student has abandoned or surrendered** the residence.
 7. For **any other reason allowed by law**.
- F. **Personal Property:** University assumes no responsibility for and is not liable for any loss or damage to Student's personal property. Student is strongly advised to obtain personal property insurance to insure personal property.
- G. **Residence Assignments:**
1. If a space matching the Student's application preference(s) is not available, the University may, space permitting, offer an alternative housing assignment. Housing offers will be made via UCSC email and Student will be required to accept the offer within twenty-four (24) hours or the housing offer is void. Student is responsible for monitoring UCSC email for time-sensitive information.
- a. If the **Student declines or does not respond within the allotted time to the first alternate housing offer**, any existing housing guarantee will be voided and Student's application will remain on the non-guaranteed waitlist.
 - b. If the **Student declines or does not respond within the allotted time to any subsequent alternate housing offer**, the University reserves the right to terminate the waitlist application. In the event the University terminates the application any existing housing guarantee will be voided. The Student will be required to submit a new waitlist application if interested in future university housing.
2. University maintains the right to reassign Student to another space in the event of an actual or impending natural disaster, the existence of another condition involving the health and/or safety and well-being of Student, to make reasonable accommodation for a student as required by law, or as necessary for a more efficient or convenient use of facilities as determined in University's sole discretion.
- H. **Student Liability:** Student is individually **liable for loss or damage** to the premises; and will be held jointly and individually liable for damage to the Community Rooms and Community areas, in accordance with University policy unless proof of individual responsibility is made. This includes costs for removal/disposal of unclaimed items in common areas.
- I. **Student Maintenance:**
1. Student agrees to maintain residence unit in a clean, safe, sanitary condition and, upon termination of residence, leave said premises in a clean and orderly condition as determined by University.
 2. Student accepts responsibility **for promptly notifying University of all conditions that require repair**. Student shall notify the University of maintenance requests through the Housing Maintenance Service Request System (fixit.ucsc.edu). University

personnel will perform all necessary repairs, painting, or other alterations to the residence.

3. Student agrees to bear the cost of the repair of any damage to or restoration of the premises resulting from neglect or willful act of the Student, Student's guest(s) or other person(s) for whom the Student is responsible.
 4. Student may not perform or arrange for others to perform any repairs to damages or any corrections of deficiencies in the premises whether during the Student's tenancy or upon the termination of tenancy. The foregoing shall not limit the Student's right to request that the University repair damage, correct deficiencies, or otherwise service the premises during the tenancy. Notwithstanding such a request, the Student shall be liable for any damages done to the premises or deficiencies created by the Student, normal wear and tear excepted.
 5. Student agrees to keep the Community areas including kitchen, eating area, lounge, bathroom, showers, in a clean and orderly fashion after using said facilities. Student(s) will be held jointly and individually liable for loss or damage to said facilities and will be billed accordingly.
 6. Unless the vehicle is connected to the campus sewer system, the student is responsible for proper emptying of the grey water storage container at the designated location. Student is prohibited from connecting a shower line or black water (toilet) line in a non-sewer site.
- J. **Unauthorized Residence Assignment Changes:** Student may not move to another residence/space from their assigned residence/space without prior written approval from the University. An unauthorized changes may result in Student being required to return to the original assignment, denied the opportunity to participate in any future assignment changes, and/or termination of the housing contract.
- K. **University Maintenance:**
1. University will maintain on a regular basis the following items in the common areas: bathroom cleaning, shower room cleaning, lounge cleaning and kitchen cleaning. However, **unusual or excessive damage** to these items (as determined by University) will result in charges to Student.
 2. University provides annual maintenance on the vehicles during the summer. During the academic year, Student shall notify the University of maintenance requests through the Housing Maintenance Service Request System, fixit.ucsc.edu. However, **unusual or excessive damage** to these items (as determined by University) will result in charges to Student.
- L. **Use:** Assigned space is for residential purposes only and may not be used in any manner other than as a personal residence. Activities of a business or commercial nature are not permitted on University property. This includes but is not limited to listing the rented premises on websites or through other media for the purpose of providing vacation or hotel/motel-type lodging. Student shall not pursue any business in their residence, or on the premises. Student may not inscribe or affix any sign, advertisement, or notice on any part of the inside or outside of the buildings or premises in connection with any business or service.
- M. **Utilities:** The University agrees to provide electricity, water, and refuse disposal service. However, the University shall not be liable for failure to provide any of these services when such failure is caused by conditions beyond the control of the University.
1. The University will provide two (2) tanks of propane per month. Tanks will be refilled by university staff or a contractor on a designated schedule. Students may not refill or replace university tanks. Students may not move or detach, touch or in any way tamper with propane tanks and associated equipment. Additional propane may be available through designated service at resident's expense.
 2. The campus is engaged in a multi-year project to improve utility infrastructure. Efforts to upgrade, replace, or maintain equipment may result in disturbances and disruptions, including, but not limited to, planned and unplanned power outages in the residential facilities. By agreeing to these terms and conditions, Student agrees that Student has been advised of said utility infrastructure work, and acknowledges that there will be disturbances and disruptions during the contract period. University shall provide reasonable advance notice for any planned outages.
- N. **Visitors:** Any person visiting a residential community regardless of whether they are a UCSC student or not.
1. Students are not allowed to provide housing to visitors for more than three (3) consecutive days without **prior written permission from University**; and may not provide housing for visitors for more than a total of fifteen (15) days during the one academic year

period. Visitation for more than three (3) consecutive days (or fifteen (15) days during the one academic year) shall result in a **\$100.00 per day charge** to the hosting resident(s) .

2. Student is **responsible for accompanying their visitor(s)** while residence. Student is **responsible for the behavior of any visitor(s)** and is also **financially responsible for any damages** resulting from the presence of any visitor(s). Student agrees to inform visitors of University rules.
3. **Any resident may request a visitor to leave** pursuant to University policy.
4. **Persons who have had their university housing contract cancelled or have been evicted** from any University housing residence **may not stay in residence as a visitor.**
5. **No overnight visitor** will be allowed to stay in residence from **April 19—April 21, 2019**. Limitations and/or **restrictions on guest visitation** may also be implemented **during special occasions or events.**
6. The Community Lounge or other common areas are not to be used for overnight accommodations for visitors.

IV. General Provisions and Policies

- A. **Aerial Objects:** Throwing or dropping anything from or at buildings, windows or balconies is prohibited. Building interiors, patio areas, public quads, and public walkways are not to be used for play involving throwing or kicking of any object. In addition, the usage of aerial devices (such as drones) is prohibited.
- B. **Alcohol and Other Drugs:**
 1. Federal and state laws, as well as university policy prohibit alcoholic beverages from being sold, furnished, possessed by, or given to any person under the age of 21. In addition, no possession or transportation of open containers or consumption of alcoholic beverages will be allowed in common or public areas by any person, regardless of age or college affiliation. Kegs or other “common source” containers holding alcoholic beverages are not allowed on campus. Displays of alcohol containers are prohibited.
 2. The university adheres to all federal and state laws as they pertain to illegal substances. Delivering, furnishing, transferring, manufacturing, using, and possessing illicit drugs or drug paraphernalia is strictly prohibited at the university. Additionally, the university does not recognize the privileges associated with a medical marijuana card.
- C. **Building Exteriors:** Objects are not allowed to be attached, displayed, draped, hung, or placed outside residential buildings. Items may not be placed on windowsills or affixed to railings. Student is not permitted on the roof or exterior ledge of any residential building or structure.
- D. **Construction:** Construction and/or remodeling or repair of academic and residential buildings on the UC Santa Cruz campus in the vicinity of the residential facilities is scheduled during the contract period. Construction may result in disturbances and disruptions, including, but not limited to, increased noise and dust in the area surrounding the residential facilities. There may also be both planned and unplanned utility shutdowns in the residential facilities. By agreeing to these terms and conditions, Student agrees that Student has been advised of said construction, and acknowledges that there will be disturbances and disruptions resulting from construction and has agreed to such.
- E. **E-mail:** In order to communicate necessary housing business, Student is **expected to check their University e-mail account on a regular basis** (email.ucsc.edu). Furthermore, Student is expected to regularly update personal contact information (address and phone numbers) and emergency contact information.
- F. **Indemnification and Attorney’s Fees:** Student agrees to indemnify and hold the University harmless from any actions, claims, losses, damages, and expenses the University may sustain as a result of negligence of Student and/or Student’s guest, visitor, or invitee (See **housing.ucsc.edu/insurance** for more information). The Student agrees to pay all costs, including collection costs, court costs and fees, and attorney’s fees incurred by the University in the collection of any money due under this Contract, and/or the enforcement of any of the terms and conditions of this Contract, and/or any unlawful detainer action in which the University is the prevailing party.
- G. **Noise:** To preserve academic and community standards, noise levels must be held to a minimum at all times. Students are expected to adhere to campus quiet hours between the hours of 10:00 p.m. to 8:00 a.m., Sunday through Thursday and 12 midnight to 10:00 a.m., Friday and Saturday. Twenty-four (24) hour quiet hours are in effect beginning at 10:00 p.m. on the Thursday prior to the start of finals and for the remainder of the contract for

the quarter. Amplified events must have prior university approval.

- H. **Non-Discrimination:** University does not discriminate on the basis of race, color, national origin, religion, sex, gender (gender identity and gender expression), disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services.
- I. **Non-Transferable Contract:** This contract and the right of occupancy conferred are not transferable or assignable.
- J. **Parking:** Parking is not included in the housing contract or residence rate. Students possessing any motor vehicle agree to pay all applicable parking fees and to abide by UC Santa Cruz rules and regulations. No fuel powered vehicles (e.g. mopeds, motorized bicycles, etc.) may be parked adjacent to buildings, in bike racks adjacent to buildings, or inside buildings.
- K. **Pests:** Student is responsible for ensuring that all items brought into the residences are free of pests – including clothing, bedding, suitcases, backpacks, packing materials, furniture, and other belongings. **In the event Student discovers or suspects a pest problem, Student agrees to immediately seek University assistance by placing a work order (fixit.ucsc.edu).** Student shall not attempt to treat a problem or arrange for any third-party to perform treatment. If an infestation does occur, Student must follow the treatment protocol (including preparing the residence unit and personal belongings) as instructed by the University. Failure to strictly comply with the prescribed treatment protocol may result in Student being liable for the costs associated with remediation.
- L. **Pets:** No pets (except fish in a 10-gallon or smaller aquarium) are allowed in the residential communities nor shall their presence be encouraged by feeding or petting. This prohibition applies to Students and to any visitor regardless of the length of visit. Student is liable for any damage caused by pets or containers holding pets. (University Housing has procedures for requests regarding service or support animals. See section IV. O. “Service and Support Animals” for additional information.)
- M. **Policies, Rules, and Regulations:**
 1. Students are responsible for being aware of and in compliance with all **University policies, rules, and regulations**, which apply to their residential life. Per section 102.07 of the student code of conduct, any violation of these policies may result in conduct action.
 2. Regulations of the University and the college or housing facility to which Student is assigned are incorporated into this contract by reference.
 3. Students in the presence of violations of policies may be held in violation of housing policy.
 4. Actions related to hate/bias directed toward an individual or personal or public or university property, as defined in University policies, rules, and regulations, are prohibited.
 5. Student’s conduct while in residence may result in termination of contract, financial liability for the term, and affect future eligibility for any UC Santa Cruz residence.
- N. **Prohibited Items:** Student agrees to comply with University policies and regulations which are incorporated herein by reference. This includes, but is not limited to, provisions which prohibit:
 1. **Firearms, knives, other weapons, and ammunition**
 2. All illegal use and/or possession of **alcohol** and **other drugs**, including medical marijuana
 3. Possession or consumption of **alcohol by minors**
 4. Possession of **kegs** or other common source containers of alcohol, and/or possession or use of **drug paraphernalia**
 5. Candles, lanterns, incense or incense-like materials, hookahs, smoking devices, halogen lamps, lava lamps, cooking equipment with exposed heating elements (e.g. hot plates), or other **fire hazardous items**
 6. **BBQ grills**, charcoal, lighter fluid, propane (except as described for use in residential unit), butane, gasoline, torches, or other **flammable or hazardous items**
 7. Use of **amplified instruments** or **drum sets**
 8. Use of **skateboards, rollerblades, scooters** and other **personal skate devices**
 9. Use, possession, charging, or storage of self-balancing, battery-powered boards known as **hoverboards**, sometimes referred to as electronic skateboards or scooters, and other similar equipment
 10. Tampering with (attempting to disable, dismantle, shut off, reset, or remove) any safety equipment, including smoke detectors or other detectors, fire hoses, extinguishers, sprinkler system equipment, and/or alarm pull stations, is strictly prohibited

11. Air conditioning units (window/portable) and space heaters (except those issued by the University)
12. Use of aerial devices (such as drones)

O. **Service and Support Animals:** Service or support animals **may not reside in University Housing without prior registration and approval.** Student must submit appropriate documentation and receive approval from the Disability Resource Center, in addition to attending a service and support animal orientation meeting with University housing staff prior to the student moving into housing or acquiring the animal. If approved to have an assistance animal in residence, the **student is at all times responsible for the behavior of the animal and all provisions of the Guidelines and Agreement: Service and Support Animal in University Housing.**

P. **Smoke-free & Tobacco-free Environment:** In accordance with University policy, **smoking, vaping, the use of e-cigarettes, hookah pens and vape pens, the use of smokeless tobacco products, and the use of unregulated nicotine products is prohibited in all UC Santa Cruz facilities,** on all University grounds, and on all University-owned and leased properties regardless of location. This policy applies to all indoor and outdoor areas, and is also applicable to all vehicles when on University property and to University-controlled vehicles wherever in use.

Q. **Student Rights and Responsibilities:**

1. **Student agrees to comply with all University policies, procedures, and regulations** regarding student conduct **and all applicable federal, state, and local laws, which are incorporated herein by reference.** Students are responsible for knowing all such University policies, procedures, and regulations as set forth in official University publications including the Policies and Regulations Handbook, Student Life and Housing Guides, and residential handbooks. The University reserves the right to make other rules and regulations as in its judgment may be necessary for the safety, care, and cleanliness of the premises and for the preservation of order. **The student agrees to abide by all additional rules and regulations** that are adopted. **Violations of these rules and regulations may become the basis for disciplinary action** against the Student, which may include termination of the contract and initiation of eviction proceedings.
2. Student agrees to respect the rights, privileges and property of other members of the University community

and visitors to the campus.

3. The following acts subject the Student to University disciplinary procedures, including possible termination of their university housing contract: violation of federal, state, or local laws and ordinances, University policies and regulations outlined in the Student Policies and Regulations Handbook, Housing and Residential Life policies and regulations, or community living expectations.

V. **Residence Unit and Space Requirements**

A. **Common Facilities:** Residents and their guests are expected to use all common space and facilities with due care and respect. Alterations to common facilities, art installations or unclaimed items in common areas are not permitted without prior permission. No removal of or damage to vegetation is permitted without prior permission. Attaching awnings, clotheslines or other items to trees or other foliage is prohibited. Leaving furniture or other items in the road is prohibited. Items left in the road constitute hazards. Unsafe or unapproved items may be removed and discarded.

B. **Fire Safety:** All Campus Fire Prevention Rules shall be enforced. BBQs, hibachis or other sources of open flame are prohibited in or around residence. Gasoline and other highly flammable materials are not allowed. All exits must be unobstructed. Open fires are not permitted, and charcoal fires are not permitted in Camper Park. Due to extreme fire hazards, candles, lanterns and other open flame sources are not permitted in or around the residence. Cooking, water heating, and similar functions require pilot lights and flames, but extreme caution is advised.

C. **Grounds:** The University maintains the Camper Park grounds outside the perimeter of assigned space. The Student is responsible for maintaining their space and will not erect fences, cultivate plants, or make other changes to the grounds without the prior written consent of the University.

D. **Inspections:** Vehicles and exterior grounds are expected to meet inspection standards at all times. Residents must permit routine inspections as deemed necessary by the University. Residents will be given at least twenty-four (24) hour notice prior to inspection.

E. **Trailer Exterior & Storage**

1. Residents are responsible for keeping their residence and immediate area in a neat and orderly fashion.

No additional storage is available, and no outside storage (or storage structure) is permitted except with prior written permission from University. Bicycles, surfboards and other recreational equipment may be placed outside providing the items are safe and usable. Quantities of equipment should be limited, and residents may be asked to remove excess items. Only furniture designed for outdoor use is permitted outside the residence vehicle. Upholstered furniture, futons, and other items intended for indoor use must be kept indoors. Decorative items are allowed, assuming that they are not broken, rusted, mildewing, rotting, or in some way damaged. Items that could present a danger can be removed by administration without notice, if deemed necessary. Residents are required to remove outside items or clean up their site when requested by the staff. Construction of decks, awnings, storage containers or other improvements is prohibited. Pre-existing decks or other structures may in some cases be allowed to remain in the Camper Park temporarily, at the discretion of the University. Nothing may be placed or stored beyond the confines of the paved trailer pad without written permission. Unapproved or unclaimed items are subject to removal at community expense. Nothing may be stored under, on top of or outside of residence vehicle or deck except as stated below:

- a. Providing space is available, University will provide one outside storage container per space. No additional storage may be added.

VI. Termination and Modification of Contract

A. **Cancellation or Termination by University:** This contract and all rights of occupancy hereby conferred may be terminated by University under the following circumstances:

1. Given written **three (3) days notice** if Student fails to comply with any term or condition of this contract.
2. Given written **three (3) days notice** if Student fails to maintain regular student status in a degree seeking program. (Continued delinquency in payment may result in lapse of Student status.)
3. Termination of contract by University may result in denial of housing at all UC Santa Cruz housing facilities, on or off campus.

B. **Request for Cancellation or Termination by Student:** Requests for cancellation of this contract may be granted under the conditions listed below:

1. Student **graduates**.
 2. Student is **academically barred, withdraws**, or takes a formal **leave of absence** from University.
 3. Student is registered and engaged in a **program of study**, which necessitates residence **outside of Santa Cruz County**.
 4. Student receives **University permission** due to a verified hardship resulting from a **significant financial, medical, or personal situation**.
- C. **Approval of Cancellation or Termination:** University must approve in writing all requests for housing cancellations with an official termination date before Student may be considered released from this contract. **Moving out or turning in keys without official approval does not constitute termination of this contract.**
- D. **Cancellation Fee:** A **\$350.00 cancellation fee** is ordinarily charged to Student if University approves a cancellation request or if University initiates cancellation due to Student failure to comply with any term or condition of this contract.
- E. **Housing Guarantee:** If University approves a cancellation request, any existing housing guarantee will ordinarily be voided.
- F. **Contract Modification:** This contract is subject to revision from time to time by the University upon thirty (30) days written notice mailed or delivered to the Student.
- G. **Vacating Residence:**
1. Upon termination of the contract, Student agrees to **surrender the premises to the University by 12 noon on the termination date**.
 2. Student shall be individually liable for the removal of all personal property of the Student. Any Student property left on the premises after termination date 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.
 3. Student understands and agrees that the Student remains responsible for the premises, fixtures, furniture and for paying the full residence rate until all keys are returned to the University and notice is given that the residence has been vacated.
 4. Any university property issued to student is to be returned at the end of tenancy. The Student shall be billed for the cost of any item(s) not returned.

- H. **Move-out:** Upon termination of the contract University will conduct an inspection of the premises and will assess damage and cleanliness based on examination of the residence and space at the time of the inspection. Student may choose to be present during the inspection or select an express check-out. If Student selects an express check-out it is understood Student agrees to waive any right to be present at the check-out inspection and Student agrees to be held financially liable for necessary cleaning, the repair of any damaged item, and/or the replacement cost of any item lost, missing or damaged beyond repair. Student understands that by selecting an express check-out any rights to contest/appeal cleaning, damage, or replacement charges is waived. It is recommended that Student follow the standard check-out process if concerned about damage responsibilities.
- I. **Waivers:** Any waiver or non-enforcement by University of any term or condition of this agreement shall not constitute a waiver of any subsequent break of the same or any other term or condition of this agreement. Acceptance by University of any rental payment after Student's breach of any provision of this contract agreement shall not be deemed a waiver of such provision or any prior or subsequent breach of any provision, other than Student's failure to make timely payment of the housing payment so accepted, whether or not University knew of the prior breach at the time such payment was accepted.

VII. Payment and Refunds

A. Advance Housing Fee

1. A \$150.00 advance housing fee is required in order to apply for University housing. If Student accepts occupancy, the advance housing fee, when paid, will be applied to the Student's first quarter room and board charges.
 - a. **New students** pay the advance housing fee at the time they complete the online process to accept the offer of admission to UC Santa Cruz.
 - b. **Continuing students** may submit an online application with a deferment of the advance housing fee.
2. **Reserved Housing Space:** If Student elects **not to take occupancy** and instead cancels a reserved housing space, University, according to the schedule and circumstances set forth below, shall **retain all of the advance housing fee and assess any applicable late cancellation fees.** Student agrees that the actual damages for Student's

decision not to or failure to take occupancy are extremely difficult or impractical to determine, and that the amount withheld constitutes liquidated damages.

- a. **Notification of Cancellation:** Student must log-in to Student Housing Online, studenthousing.ucsc.edu, and cancel application/contract for Student's reserved housing.
 - b. If cancellation is completed **on or before July 1, 2018**, Student will be billed for the **\$150.00** advance housing fee.
 - c. If cancellation is completed **between July 2 and August 1, 2018**, Student will be billed for the **\$150.00** advance housing fee and a **\$100.00** late cancellation fee.
 - d. If cancellation is completed **after August 1, 2018**, Student will be billed for the **\$150.00** advance housing fee and a **\$200.00** late cancellation fee.
 - e. Students with **deferments will be billed** for the advance housing and any additional late cancellation fee as noted above.
 - f. Students who cancel a reserved housing space for winter and/or spring quarter will be charged for the **\$150.00** advance housing fee and a **\$200.00** late cancellation fee.
 - g. **Housing Guarantee:** If Student elects not to take occupancy and instead **cancels a reserved housing space**, any existing **housing guarantee will ordinarily be voided.**
3. **Waiting List:** If a Student is **no longer interested in remaining on a waiting list** for university housing, it is the **responsibility of the Student to cancel the wait list application prior to being assigned a space.**
 - a. **Notification of Cancellation:** Student must return to Student Housing Online, studenthousing.ucsc.edu, to cancel a wait list application.
 - b. **If the \$150.00 advance housing fee has been paid**, a full refund will be given if cancellation is completed prior to University assigning a housing space.
 - c. **If the \$150.00 advance housing fee has been deferred**, deferment will be cancelled with no charge if cancellation is completed prior to University assigning a housing space.

- d. **Housing Guarantee:** If Student elects to **cancel a wait list application**, any existing **housing guarantee will ordinarily be voided**.

B. Residence Rate

1. **Proration:** The residence rate is charged in advance of each academic quarter.
 - a. If Student takes **occupancy** after the date Student was scheduled to commence occupancy, **no residence rate adjustment** shall be made.
 - b. A rate adjustment shall be made if Student takes occupancy after the start of the quarter, as long as Student was **scheduled to commence occupancy on the later date** or such late occupancy and residence rate adjustment has been approved in writing by University.
 - c. If Student obtains University approval of a request for cancellation, Student’s residence rate shall be prorated based on length of residence. Minimum fee shall be equal to the advance housing fee. Student may also be charged the standard contract cancellation fee. Student will also be liable for any other costs incurred by the University as a result of cancellation, unless and to the extent that a replacement Student is assigned to the same space and/or the University has waived such liability in writing.
 - d. **No rate adjustment** shall be made for termination occurring **during the final two weeks of any quarter**.
 - e. If **University initiates a termination** of this contract, Student’s residence rate shall be prorated based on length of residence. Student may also be charged the standard contract cancellation fee.
2. **Abandonment:** A portion of the residence rate may be refundable if the contract is terminated for causes pursuant to Paragraph VII. In the event Student abandons the residence, **Student shall be liable for the full residence rate** for the balance of the academic year, as well as any other costs incurred by University as a result of such abandonment, unless and to the extent that a replacement Student is assigned to the same space and/or University has waived such liability in writing.
3. **Payment of Housing Charges:** The residence rate is due and payable according to the attached schedule.

A breach of this contract by Student, including but not limited to delinquency in payment, may result in any or all of the following actions: suspension of contracted meals, a hold on enrollment, financial aid and/or transcripts, and termination of the right of occupancy.

- a. **UCSC accepts e-Checks via Student Portal (my.ucsc.edu), cash, checks, Western Union, or Moneygram.**
 - b. Cashier’s checks, personal checks, or money orders are **payable to “UC Regents”**, and can be mailed or submitted in person **at the Cashier’s Office**, University of California, Santa Cruz, 1156 High Street, Santa Cruz, CA 95064. **Do not send cash.**
 - c. **Late fees are assessed if full payment is not posted to Student’s account by the established due date. Each housing late fee is \$25.00.** Late or incomplete payments may also result in holds on enrollment and university transcripts.
 - d. **Returned Checks:** After two instances of personal checks being refused payment by Student’s bank, Student may be required to make future housing payments in secured funds (cash, cashier’s check, or money order).
4. A variety of educational enrichment opportunities and co-curricular programming are included in the residence rate.

Housing Rates

Type of Space	Monthly	Quarterly	Academic Year
A recreational vehicle and site without sewer hookup.	\$608	\$1,824	\$5,472
A recreational vehicle and site with sewer hookup.	\$678	\$2,034	\$6,102

Payment Due Dates

- Fall Quarter: September 20, October 17, November 14
- Winter Quarter: December 18, January 23, February 13
- Spring Quarter: March 26, April 17, May 15

DEFINITIONS

1. The terms "Residence Unit", "Space", "Unit", and "Residence" are used interchangeably and refer to any recreational vehicle authorized for use in the park.
2. The term "resident" refers to those authorized to reside in the park.
3. "University" or "Campus" refers to the University of California, Santa Cruz, which may be primarily represented by the Colleges, Housing and Educational Services.
4. "Housing" or "Housing Office" or "Contracts Office" refers to the Office of University Housing Services
5. Wherever the terms "adequate", "sufficient" or the like are used in regard to requirements, the campus reserves the sole right to determine if the requirement is met.

NOTICE: The State of California Information Practices Act of 1977 (effective July 1, 1978) requires the University to provide the following information to individuals who are asked to supply information about themselves:

The principal purpose for requesting the information on this form is to process applications for housing. State and/or Federal statute and/or University policy authorize maintenance of this information.

Furnishing specifically designated information requested on this form is mandatory — failure to provide such information will delay or may even prevent completion of the action for which the form is being filled out. Information furnished

on this form may be used by the University of California, Santa Cruz and will be transmitted to the State and Federal governments as required by law.

Individuals have the right to review their own records in accordance with University personnel policy and collective bargaining agreements. Information on applicable policies and agreements can be obtained from campus, Laboratory, or office of the President staff and Academic Personnel Offices.

The official responsible for maintaining the information contained on this form is: Student Housing Services, Assistant Director.

NOTICE: The California Legislature has enacted a penal code section, which requires an agreement for residential real property to contain the following notice regarding the availability of information on registered sex offenders. The University of California, Santa Cruz, is providing this notice in keeping with the spirit and intent of the new code section.

This notice is not intended as a statement or implication that any University facility is susceptible to or has experienced any problems with sex offenders. Until recently, the information maintained by law enforcement agencies was not disclosable to the public, and this notice is a method of making a change in the law widely known to the public. Please contact the Santa Cruz County Sheriff's Office at (831) 454-2311 if you have any questions regarding this database.

The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet web site maintained by the Department of Justice at www.meaganslaw.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.

NOTICE: 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.

In the event you discover or suspect a pest problem, immediately seek University assistance by placing a work order (fixit.ucsc.edu).

To obtain this publication in an alternate format
please call (831) 459-2394 or e-mail housing@ucsc.edu

Student Housing Services

Campus Housing Office

104 Hahn Student Services Building
University of California, Santa Cruz
Santa Cruz, CA 95064

PHONE: (831) 459-2394

FAX: (831) 459-3665

E-MAIL: housing@ucsc.edu

WEB: housing.ucsc.edu