

# FAMILY STUDENT HOUSING RENTAL CONTRACT | 2020-21

## AND TERMS AND CONDITIONS OF RESIDENCE

This CONTRACT is between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a corporation, hereinafter referred to in this Contract agreement as the “University” and the undersigned student, hereinafter referred to in this Contract agreement as the “Undersigned.”

**I. Description:** The University hereby rents the following apartment to the Undersigned: \_\_\_\_\_ Koshland Way, Santa Cruz, CA 95064 (the “premises” or “apartment”).

**II. Rent:** The Undersigned shall pay the University rent in the amount of \$\_\_\_\_\_ per month.

A. Rent is due and payable according to the enclosed schedule. Monthly billing statements are posted online (my.ucsc.edu) for all students having unpaid University charges. A breach of this contract by the Undersigned, including but not limited to delinquency in payment, may result in any or all of the following actions: a hold on enrollment and/or financial aid, and termination of the right of occupancy.

1. UCSC accepts credit card, e-check via Student Portal (my.ucsc.edu), cash, check, Western Union or Moneygram.
2. 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.
3. It is your responsibility to keep the Family Student Housing Office informed of any payment delays—no matter what the source of funds (financial aid, outside scholarship, personal funds, etc.). Our preference is to work with you if you are having difficulty meeting a payment deadline. A deferment of the due date, without a late fee, may be approved if you contact us prior to the payment deadline. Late fees are assessed if full payment is not posted to Undersigned's account by the established due date. Each housing late fee is \$25.00. Late or incomplete payments may also result in a hold on enrollment, and termination of the right of occupancy.
4. **Returned Checks:** After two instances of personal checks being refused payment by Undersigned bank, the

Undersigned may be required to make future housing payments in secured funds (cash, cashier's check, or money order).

**B. Payment Due Dates\*:**

Summer 2020: July 21, August 13

Fall Quarter: September 24, October 19, November 10

Winter Quarter: December 16, January 21, February 11

Spring Quarter: March 23, April 21, May 19

Summer 2021: June 16

**\*Due dates subject to change. For updates, visit: [sbs.ucsc.edu/payments\\_billing](https://sbs.ucsc.edu/payments_billing)**

- C. For periods of occupancy less than one calendar month's duration, the rent shall be prorated
- D. The University shall notify the Undersigned in writing at least thirty (30) days prior to any change in the rental rate.

**III. Deposit:** The Undersigned agrees to pay to the University a deposit of five hundred dollars (\$500.00) at the time this Contract is signed.

- A. This deposit shall be held as a security deposit and shall be refunded upon termination of this Contract after making deductions for rent owed, late fees owed, and any amounts reasonably necessary (i) to cover repairs, damages, or loss caused by the Undersigned, beyond reasonable wear and tear, (ii) to clean the apartment beyond reasonable wear and tear, or (iii) any other reason as allowed by law.
- B. After either the University or the Undersigned provides notice to terminate the tenancy, the University and Undersigned may mutually agree to have the University send, to an email account provided by the Undersigned, a copy of an itemized statement indicating the basis for, and the amount of, any deduction from the security deposit, and may also agree to have the University deposit any remaining portion of the security deposit electronically transferred to a bank account or other financial institution designated by the Undersigned.
- C. In the event that the Undersigned fails to occupy the apartment after accepting assignment, the Undersigned understands and agrees to pay the University five hundred dollars (\$500.00) as liquidated damages, and not as penalty, for the University's administrative costs and damages.

**IV. Eligibility:** To be eligible to rent the premises, the Undersigned must meet the eligibility requirements set forth in this Contract.

- A. The Undersigned must be a **regularly enrolled full-time registered student** of the University of California, Santa Cruz (UCSC), during the academic year. Graduate students who have Advanced to Candidacy must enroll in a minimum of one 5 credit course each academic-year quarter. Following at least one quarter of occupancy, UCSC students are permitted to remain in residence during a University-approved leave of absence or withdrawal for one (1) quarter during residency at Family Student Housing.
- B. **The Undersigned must either:**
  - 1. Have physical custody of their child/children or grandchild/grandchildren at least 50% of the time or more in any given month;
  - 2. Live with a parent, sibling or grandparent;
  - 3. Live with a spouse/adult partner with whom the Undersigned is in a long-term, mutually-dependent relationship (i.e. not a roommate).
- C. The Undersigned agree(s) to report all changes in family or student status to the Family Student Housing Office within seven (7) days of the change. If the Undersigned's family status changes, this Contract is subject to review and the University will have the right to terminate the Contract if the Undersigned no longer meets the eligibility requirements.
- D. All household occupants (except any approved Additional Adult Occupant) must be listed on this Contract and shall reside in the apartment during the Contract period. The apartment named on the Contract must be the verifiable primary residence address for those listed on this Contract. Any change in occupants from those listed on this Contract requires prior written approval from the University. Note: If the University approves the Undersigned to have an Additional Adult Occupant, a separate Additional Adult Occupant Agreement must be signed and recorded at the Family Student Housing Office.
- E. Current and former UCSC students may not reside at Family Student Housing as a Household Occupant or as an Additional Adult Occupant if they are ineligible for university housing.
- F. The Undersigned shall vacate the apartment no later than thirty (30) days after graduation or completion of degree.

**V. Terms of Occupancy:** This Contract is a month-to-month agreement

- A. If the Undersigned took occupancy prior to January 1, 2018 and/or the Undersigned's eligibility is based on having physical custody of their child/children or grandchild/grandchildren at least 50% of the time and/or living with a spouse/adult partner, the Undersigned agrees that residence in Family Student Housing is limited to a maximum of five (5) calendar years (sixty (60) months) for each undergraduate student, six (6) calendar years (seventy-two (72) months) for each graduate student, and four (4) calendar years (forty-eight (48) months) for postdoctoral scholars. The maximum term of occupancy for resident families with two UCSC students is ten to twelve years.
- B. Families who are not expectant parents or do not have a minor child and moved into Family Student Housing on or after January 2018, please note the following Terms of Occupancy that may impact your household and continuing residency.
  - 1. If you take occupancy on or after January 1, 2018 and your eligibility is based on living with an adult child, sibling, parent, or grandparent, then the terms of your contract would end on June 30, 2021, and that continued residence after this date is subject to availability in University Housing as determined at the sole discretion of the University.
  - 2. In addition to the limitations specified in section V.B.1, if you take occupancy on or after January 1, 2019 and your eligibility is based on living with a spouse or adult partner without a minor child, then the terms of your contract would end on June 30, 2021, and that continued residence after this date is subject to availability in University Housing as determined at the sole discretion of the University.
- C. Due to the spread of the novel coronavirus, its threat to the health and safety of our community, and the evolving nature of this and future emergencies or health threats, the University may amend the terms of this agreement without notice to reduce spread.
- D. **Temporary Disruption:** The University shall have the right, at its sole and absolute discretion, to make a temporary housing assignment for the Student if the University deems such an assignment necessary or desirable. Student shall be responsible for moving or other costs associated with the temporary reassignment.
- E. **Disruption in Service:** Disruption of service, usually involving dining or custodial services are rare but may

occur without notice. In the event of any long-term changes in service, the University will communicate changes in service to Student, maintain or modify appropriate levels of service and deploy mitigation measures as necessary. By accepting room assignment Student agrees this is a binding Contract, the Student agrees that they have been advised of said potential disruptions, and acknowledges that there may be changes in service resulting from such disruptions and has agreed to such. Student Housing and Dining Services reserves the right, at its discretion, to adjust services to meet the changing needs of business.

## VI. Residence and Housekeeping Provisions:

### A. Additional Adult Occupant (AAO):

1. In addition to the permitted occupants as described in Section IV above, the Undersigned may reside with one adult roommate (Additional Adult Occupant - AAO) and such AAO's permitted occupants as described below. An AAO can be: a single, eligible (as defined below) UCSC student or an eligible UCSC student and their child/children, subject to the five (5) person maximum occupancy limit for FSH. An "eligible" AAO is a regularly enrolled, full-time, registered UCSC student 18 years or older. AAOs may not take on additional "roommates" or sublet their room or any portion of the apartment.
2. An AAO and the Undersigned must sign the Family Student Housing Additional Adult Occupant Agreement (the "AAO Agreement"). The University must approve all AAOs and their child/children in writing prior to such AAO's occupancy of the apartment. Residence in the premises by an illegal roommate, or by an individual with a pending AAO request not approved by the University, is a violation of this contract.
3. The Undersigned acknowledges, as more fully set forth in the AAO Agreement, that the Undersigned remains responsible to the University for all rents and damages for which the Undersigned is responsible under this Contract, even if solely caused by the AAO or their children.

B. **Alterations & Decorations:** The Undersigned will make **no alterations, improvements, or additions on the premises** without the prior written consent of the University. The Undersigned is responsible for the cost

of the removal by University staff of alterations and/or restoration of the premises to their original condition. Refer to the resident manual for more information.

C. **Antennas/Satellite Dishes:** The Undersigned must obtain written approval from the University prior to the installation of any aerial antennas or other electrical connections to the units.

D. **Appliances:** The Undersigned agrees not to add or use additional appliances, such as dishwashers, washing machines, clothes dryers, or toilet attachments. The Undersigned will not remove University-owned appliances from an apartment or place University-owned appliances out-of-doors.

E. **Assignment:** The Undersigned understands and agrees that the University reserves the right to make all apartment assignments and may transfer the Undersigned and their family to another apartment at its sole discretion. Failure to comply with a housing assignment or reassignment is a material breach of this agreement and may result in the Undersigned being denied the opportunity to participate in any future housing assignment change, and/or termination of the housing contract.

1. **Important Notice:** As part of the new Family Student Housing project (Student Housing West), changes in apartment assignments within the existing Family Student Housing (FSH) facility may be required prior to the end of the contract. This would require you to move during your term of tenancy to another location within the current FSH (the University will provide relocation assistance). Additionally, as the new SHW FSH apartment facility is completed, qualifying families may be relocated to the new facility prior to the end of the contract. Other FSH tenants may no longer be eligible and will only be offered University Housing at the sole discretion of the University, and subject to availability.

F. **Balconies, Patios, Storage:** Only potted plants, outdoor furniture, small recreational items, toys, and small enclosed containers as outlined in the Family Student Housing resident manual, may be kept on balconies and patios. Balcony railings and stairways will be kept clear of potted plants and other items. Barbeques and/or fire pits of any kind are not permitted. Due to their potential threat to the safety of the community, staff will confiscate any barbeques and fire pits and the Undersigned will be subject to disciplinary action. No appliances may be placed or used anywhere out-of-doors. At all times, stairs,

front entrances, and backyard gates will be unobstructed and reasonable passage (a minimum width of 22”) will be possible for the full length of the backyard for the purposes of entering and exiting during fire or other emergencies.

- G. **Bicycles and Toys:** For safety, bicycles must be parked/locked in community bicycle racks, or inside the Undersigned’s apartment, fenced yard or balcony. In compliance with fire safety regulations, the above items may not be parked in public walkways, stairways or entryways and may not be locked to apartment building exteriors, stairwells, facility pipes, trees, fences or other structural elements. Bicycles improperly locked on premises may be removed. Above items must be labeled with FSH apartment number and year. The Undersigned is encouraged to register each bike.
- H. **Delay In Delivery Of Possession:** The Undersigned agrees that the University will not be liable for any costs, losses, or damages suffered by the Undersigned 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 Undersigned within three (3) working days from the date on which the term of this Contract is to commence, then the Undersigned may elect to declare this Contract null and void, and any deposit and/or rent paid to the University will be refunded to the Undersigned. The Undersigned’s obligation to make payments shall commence upon the University’s delivery of possession.
- I. **Grounds:** The University maintains the apartment grounds outside the perimeter of apartment backyards. The Undersigned, and/or other household occupants are responsible for maintaining their backyards and will not erect fences, cultivate plants, or make other changes in the grounds without the prior written consent of the University.
- J. **Health And Safety:** The Undersigned and all household occupants and guests shall not engage in any behavior or activity which endangers the health, safety, or well-being of any person. The Undersigned agrees to report immediately to the University the existence of any unsafe or unsanitary condition, and to maintain the residence unit in a clean, safe, sanitary condition consistent with Centers for Disease Control and Prevention guidelines available at: [www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html](http://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html) Due to the spread of the novel coronavirus, and its threat to the health and safety of our community, and the evolving nature of this and future emergencies or health threats, for the term of this agreement, Undersigned is:
1. Prohibited from congregating, gathering or loitering in common spaces.
  2. Required to wear face coverings in common areas and public spaces.
  3. Required to adhere to social distancing protocols available at [www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/social-distancing.html](http://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/social-distancing.html).
- K. **Heavy Furniture & Waterbeds:** The Undersigned will not use furniture exceeding the weight of fifty (50) pounds per square foot. Waterbeds are not permitted in Family Student Housing.
- L. **Household Occupants:** Due to the spread of the novel coronavirus, and its threat to the health and safety of our community, and the evolving nature of this and future emergencies or health threats, the University may amend its Visitors/Guests policy without notice to reduce spread. All living areas are considered “residents-only” communities. Additionally, residents may not visit each other’s residences, even if they live in the same residential facility. This restriction extends through the term of this agreement 2020-21 housing contract period.
1. For Academic Year 2020-21 the University has implemented a “no-guest” policy for residential students, unless the guest is providing an essential service such as moving a resident’s belongings, performing essential maintenance work, providing medical care or assistance for those with physical disabilities.
  2. The Undersigned assumes full responsibility for the acts and omissions of all occupants and guests, including their compliance with the terms of the Contract, the resident manual, and any applicable state or local health department orders and guidance. Student will be responsible for ensuring guests follow that guidance and failure to do so is a material breach of this agreement that may result in termination of the housing contract. The Undersigned must provide all adult occupants of the apartment a copy of the Contract and the resident manual. Residents with children are responsible for the behavior of their children. The undersigned must attend an Orientation session within thirty (30) days of contract effective date.
  3. **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.**
  4. Visitor Restriction: No overnight visitor will be allowed to stay in residence from April 19 through April 21.

Limitations and/or restrictions on guest visitation may also be implemented during special occasions or events.

- M. **Inventory:** If the premises are not in a clean condition when the Undersigned assumes occupancy, the Undersigned will notify the Family Student Housing Office in writing within forty-eight (48) hours. Within three (3) business days after assuming occupancy of the apartment, the Undersigned will complete and sign an Apartment Inventory Checklist form and deliver it to the Family Student Housing Office acknowledging receipt and condition of the apartment with any and all exceptions fully described therein. If the form is not delivered within three (3) business days, the Undersigned forfeits the right to claim damages and will be held accountable for assessed damages upon vacating the apartment.
- N. **Laundry:** Laundry rooms are provided on the premises for the convenience of the residents. Washing machines or 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 described in the resident manual. The Undersigned assumes responsibility for the security of their own laundry items when using the laundry rooms.
- O. **Locks & Keys:** The Undersigned 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 Undersigned.
- P. **Mold:** Mold occurs naturally in the environment, and currently there are no federal or state standards for permissible levels of mold. The Undersigned 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. The Undersigned 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.
- Q. **Personal Property:** University assumes no responsibility for and is not liable for any loss or damage to Undersigned's personal property. Undersigned is strongly advised to obtain personal property/renters insurance to insure personal property. See [housing.ucsc.edu/insurance](https://housing.ucsc.edu/insurance) for more information.
- R. **Programming:** A variety of educational enrichment opportunities and co-curricular programming are included in the residence rate.
- S. **Garbage/Recycling:** All garbage and trash must be placed inside furnished garbage dumpsters and lids of containers must be firmly closed after each use. The containers are only for normal household trash. Recycling bins are also available at or near the dumpster locations. Furniture discards, bulky packing materials, and containers and other non-routine debris must be separately and properly disposed of by the Undersigned.
- T. **Repairs & Maintenance:**
1. The Undersigned accepts responsibility for promptly reporting to the Family Student Housing Office all conditions that require repair. University personnel will do repairs, painting, or other alterations to Family Student Housing Apartments.
  2. Routine maintenance and repairs will be made within reasonable time and during normal working hours.
  3. 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 Undersigned or other residents to imminent danger to their health or personal safety, or cause additional or extensive damage to the building or personal property.
  4. Except for reasonable wear and tear, the Undersigned shall be liable for, and agrees to bear the cost of the cleaning or repair of, any damage to or restoration of the apartment, building, equipment, or furnishing resulting from or made necessary by any act or omission of the Undersigned or any other occupant of the apartment, or guest(s), or other person(s) for whom the Undersigned is responsible, including without limitation any breach of this Contract or neglect or willful act of the Undersigned or any other occupant of the apartment, or guest(s), or other person(s) for whom the Undersigned is responsible.
  5. The Undersigned may not perform or arrange for others to perform any repairs to damages or any corrections of deficiencies in the premises whether during the Undersigned's tenancy or upon the termination of the tenancy. The foregoing shall not limit the Undersigned's right to request that the University repair damage, correct deficiencies, or otherwise service the premises during the tenancy.
  6. The University has sole discretion in determining the

amount of damages charged to the Undersigned for repairs and cleaning, provided, however that said charges will not exceed actual costs of said repairs and cleaning. Any cleaning or repairs for which the Undersigned is liable will be charged to the Undersigned.

7. Cable wiring is the property of the University.

U. **Right Of Entry:** The Undersigned's residence may be entered by authorized University personnel under any of the following circumstances:

1. In an emergency as determined by University without advance notice and whether or not Undersigned or other household occupants are present. When Undersigned's residence is entered, University will, within seventy-two (72) hours, inform Undersigned of the conditions which warranted entry.
2. Upon twenty-four (24) hours written notice by University unless consent is given by Undersigned 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. With the Undersigned's consent.
4. All maintenance requests initiated by Undersigned imply consent to enter the premises to perform the requested maintenance whether or not Undersigned or other household occupants are present.
5. To make or perform necessary or agreed cleaning (including periodic cleaning of any visible mold on bathroom ceilings and any out of reach areas, which University may elect to perform in University's sole discretion), repairs, alterations, or improvements, supply necessary or agreed services, or exhibit the apartment to prospective or actual workers, or contractors.
6. When the Undersigned has abandoned or surrendered the apartment.
7. Pursuant to court order or otherwise allowed by law.

V. **Storage:** Storage of all household or personal property will be confined to the interior of the apartment or a storage container approved by the University. Boats, trailers, or detachable tops of any sort may not be kept or stored at Family Student Housing.

W. **Use:** The apartment is to be used only as a single-family residence. Maximum occupancy of a FSH apartment is five (5) people over the age of two (2), including the Undersigned and additional permitted occupants as defined in Section IV Eligibility. Upon request the

Undersigned shall supply proof of the relationship between the Undersigned and all other household occupants in form satisfactory to University. 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. Residents 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.

X. **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 when such failure is caused by conditions beyond the control of the University. Gas and electrical service shall be provided by and at the expense of the Undersigned. Telephone service shall be provided by and at the expense of the Undersigned and placed only in the location presently wired for telephone service in the apartment.

## VII. General Provisions and Policies

In addition to the Code of Student Conduct, and state and local laws, including public health orders, the following are community expectations for university housing residents and visitors/guests. Residential areas for the purpose of this contract extend one hundred (100) feet from all residential buildings.

### A. Alcohol and Other Drugs:

1. Alcohol may not be consumed in common areas of University Housing, such as hallways, lounges, bathrooms and outdoors, regardless of age.
2. Open containers of alcohol such as cups containing alcohol, opened cans or bottles of alcohol may not be possessed in public regardless of age. Students over 21 years old may only transport alcohol in sealed containers through public areas.
3. Kegs and other "common source" containers holding alcoholic beverages are not allowed in University Housing.
4. Alcohol containers may not be displayed in windows where containers will be visible to the public.
5. Medical cannabis cards do not provide an exception to the University prohibition of using and/or possessing cannabis on University property. Using and/or possessing recreational cannabis is also prohibited on University property. Residents are

encouraged to contact college staff with questions relating to medicinal or recreational cannabis.

6. Vape pens, hookah pens and similar devices are not allowed in University housing.
- B. **Amendments:** This contract is subject to revision from time to time by the University upon thirty (30) days written notice mailed or delivered to the Undersigned.
- C. **Building Exteriors:** Objects are not allowed to be attached, displayed, draped, hung, or placed outside of residential buildings and apartments. Items may not be placed on windowsills or affixed to railings or balconies. See resident manual for specific guidelines.
- 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, the Undersigned agrees that they have been advised of said construction, acknowledges that there will be disturbances and disruptions resulting from construction, and that such reasonable disturbance and disruptions are not ground for cancellation of this contract.
- E. **E-mail:** In order to communicate necessary housing business, Undersigned is **expected to check their University e-mail account on a regular basis** (email.ucsc.edu). Furthermore, Undersigned is expected to regularly update personal contact information (address and phone numbers) and emergency contact information.
- F. **Fliers And Notices:** Residents may post notices only on designated bulletin boards after obtaining University approval and in accordance with campus policy as stated in the UCSC Student Policies and Regulations Handbook, which is incorporated herein by reference. All posted materials must clearly indicate the name of the individual, or sponsoring campus organization, or university unit and the date the material was posted.
- G. **Indemnification and Attorney's Fees:** Undersigned 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 the Undersigned, household occupants, or guests (See [housing.ucsc.edu/insurance](http://housing.ucsc.edu/insurance) for more information). The

Undersigned 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.

- H. **Joint & Several Liability:** The Undersigned and any other adult occupants of the apartment shall be jointly and severally liable for the performance of all of the obligations of the Undersigned and other occupants pursuant to this Contract. The Undersigned 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.
- I. **Limitation of Liability:**
  1. If, for any reason arising out of a need to mitigate a threat to public health and safety such as, including but not limited to, a health crisis, pandemic, infection outbreak, natural disaster, substantial power outage, the University cannot deliver possession of the residence to the Student, the University shall not be liable to the Student for any loss or damage resulting from the University's delay or failure to deliver possession.
  2. The University shall not be held responsible or liable for the Student's accommodation if an assigned space is rendered uninhabitable due to circumstances beyond the reasonable control of the University, including but not limited to power outages, "Acts of Nature", e.g. flood, earthquake, and unusual weather conditions, infectious disease.
  3. Neither University, nor any of its campuses or medical centers, nor any of its employees or agents shall be liable for any claims of loss, expense, or damage to Student relating to the acquisition of or exposure to any infectious disease.
- J. **Motor Vehicles & Parking:** The operation of motor vehicles on University property is subject to all applicable state and local laws as well as University regulations. The Undersigned agrees to abide by the regulations for parking in Family Student Housing and to be responsible for their family's visitors observing the parking regulations. It is understood that only one (1) parking space is available to each apartment and that the charge for the use of said space is included as part of the rent. No motor or automobile repairs other than emergency repairs of a minor nature shall be made on privately owned motor vehicles in or around

the Family Student Housing facilities. No disabled vehicle may be parked in Family Student Housing parking lots for more than one (1) week without the prior written consent of the University. Family Student Housing assumes no liability for damage to vehicles parked at Family Student Housing. 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. **No Warranty:** University makes no warranty with respect to the safety of the premises with regard to any infectious disease.
- L. **Noise:** Residential Life seeks to foster an academically focused community. To preserve academic and community standards, noise levels must be held to a minimum at all times. In addition to maintaining reasonable community noise levels at all times, during quiet hours, as a general rule, most sounds should not be audible outside of a room or apartment. Campus quiet hours are:
  1. Sunday through Thursday 10:00 p.m. to 8:00 a.m.,
  2. Friday and Saturday 12 midnight to 10:00 a.m.,
  3. 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 quarter.
  4. Residents are responsible for not creating, or allowing their guests to create noise that will unreasonably interfere with the rights, comfort, or conveniences of other residents. This is a family community and noise related to children is to be expected. The Undersigned acknowledges and agrees that the assigned apartment may be in a high noise area.
- M. **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.
- N. **Non-Transferable Contract:** This Contract and the right of occupancy conferred are not transferable or assignable.
- O. **Notices To The University:** Any notices to the University hereunder shall be in writing addressed to the U.C. Regents and delivered to the following: UCSC Family Student Housing, 599 Koshland Way, Santa Cruz, CA 95064.
- P. **Pests:** Undersigned 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 Undersigned discovers or suspects a pest problem, the Undersigned agrees to immediately seek University assistance by placing a work order (fixit.ucsc.edu).** Undersigned shall not attempt to treat a problem or arrange for any third-party to perform treatment. If an infestation does occur, Undersigned must follow the treatment protocol (including preparing the apartment 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.

- Q. **Pets:** No pets (except fish in a 10-gallon or smaller aquarium) are allowed in the residential communities. This prohibition applies to the Undersigned and to any visitor regardless of the length of visit. The Undersigned 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 VII. U “Service and Support Animals” for additional information.)
- R. **Policies, Rules, And Regulations:**
  1. Undersigned agrees to comply, and cause all household occupants to comply with all University policies, rules, and regulations regarding student conduct and all applicable federal, state, and local laws, which are incorporated herein by reference. 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 Family Student Housing are incorporated into this contract by reference. State and local orders, including public health orders are incorporated into this contract by reference.
  3. Students present during observable policy violations **who do not attempt to separate themselves from the policy violation(s), address the violation, or report the violation** may be held in violation of housing policy.
  4. Actions related to hate/bias directed toward an individual or personal or public property, as defined in University policies, rules, and regulations, are prohibited.
  5. Undersigned’s conduct and/or violation of the terms of this agreement while in residence may result in termination of contract. Contract termination due to student conduct violations does not relieve the Undersigned of payment obligations for the remainder of the contract term and may affect future



eligibility for all UC Santa Cruz housing.

- S. **Prohibited Activities:** Student may not engage in any of the following activities:
1. Use of Drones: Use of aerial devices (such as drones) is prohibited within 600 feet of residential buildings.
  2. **Aerial Objects:** Throwing/dropping or kicking anything that could cause injury or damage from or towards buildings, windows, balconies or in building interiors, patio areas, public quads, or public walkways is prohibited.
  3. Use of **amplified instruments** or **drum sets**.
  4. Use of **skateboards, rollerblades, scooters** and other **personal skate devices**.
  5. Health and Safety: Student shall not engage in any behavior or activity which endangers the health, safety, or well-being of any person. Due to the spread of the novel coronavirus, and its threat to the health and safety of our community, and the evolving nature of this and future emergencies or health threats, for the term of this agreement, Student is:
    - a. Prohibited from congregating, gathering or loitering in common spaces.
    - b. Required to wear face coverings in common areas and public spaces.
    - c. Required to adhere to social distancing protocols available at [www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/social-distancing.html](http://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/social-distancing.html).
  6. Tampering with fire equipment: Tampering with (attempting to disable, dismantle, shut off, reset, or remove) any safety equipment, including smoke detectors, fire hoses, extinguishers, sprinkler system equipment, and/or alarm pull stations, is strictly prohibited. This includes covering a smoke detector. Touching or hanging anything from a sprinkler pipe or sprinkler head is prohibited.
  7. Undersigned engaging in prohibited conduct while in residence may result in disciplinary action, termination of contract, financial liability for the term, and/or affect future eligibility for any UC Santa Cruz residence.
- T. **Prohibited Items:** In addition to items prohibited on all University property under the Code of Student Conduct, the following items are prohibited in University housing and residential areas:
1. **Firearms, ammunition for firearms, and other weapons.**
  2. Knives or other sharp objects longer than 2.5 inches not designed for cooking. This includes swords and other weapons.
  3. **Fire hazardous items** such as, but not limited to: candles, lanterns, incense or incense-like materials, hookahs, smoking devices, halogen lamps, lava lamps, **BBQ grills**, charcoal, lighter fluid, propane, butane, gasoline, torches and thermal heating packs, except as noted in the FSH Resident Manual.
  4. Cooking equipment with exposed heating elements (e.g. hot plates, toasters, toaster ovens, etc.) in residence rooms or other areas not intended for cooking.
  5. 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.
  6. Air conditioning units (window/portable) and space heaters.
- U. **Service and Support Animals:** Service and support animals **may not reside in University Housing without prior registration and approval**. Students who receive approval to have a service or support animal in residence are responsible for the behavior of the animal at all times and all provisions of the *Guidelines and Agreement: Service and Support Animal in University Housing*. To request approval for a Service or Support animal a Student must:
1. Submit appropriate documentation and receive approval from the Disability Resource Center
  2. Attend a service and/or support animal orientation meeting with University housing staff prior to the student moving into housing or acquiring the animal, and agree to the *Guidelines and Agreement: Service and Support Animal in University Housing*.
- V. **Severability:** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement shall be enforced to the maximum extent permitted by law.
- W. **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.

- X. **Taxes & Liens:** The Undersigned will pay any taxes levied against the Undersigned's possessory interest by a governmental entity. The Undersigned will not cause liens of any kind to be placed against the property.
- Y. **Waivers:** Any waiver or non-enforcement by University of any term or condition of this Contract shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Contract. Acceptance by University of any rental payment after the Undersigned'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 the Undersigned'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.

**VIII. TERMINATION & MODIFICATION OF CONTRACT:**

- A. **Request For Termination By Undersigned:** The Undersigned may terminate this Contract by giving at least thirty (30) days written notice to the University prior to vacating the apartment. If for any reason the apartment is vacated prior to the end of the thirty (30) day period, the Undersigned shall be liable for payment of rent for the full thirty (30) day period after notice is given.
- B. **Termination By University:**
  - 1. The University may terminate this Contract upon sixty (60) days' written notice, if the undersigned has lived on the premises for one year or more. The Undersigned may, however give a thirty (30) day notice of intent to terminate, even after the University has given a sixty (60) day notice. If the Undersigned has lived in the premises for less than a year, the University may terminate this Contract upon thirty (30) days' notice.
  - 2. It is understood that if any of the following occur, the University may serve the Undersigned with a three (3) day notice to pay rent or quit, to perform a covenant or quit, or to quit, whichever is appropriate:
    - a. Undersigned fails to maintain eligibility for Family Student Housing as provided in Section IV above.
    - b. Undersigned fails to pay rent or other charges as they come due.

- c. University determines that the Undersigned's use of the apartment unreasonably damages or endangers the apartment, its furnishing, the building, or creates a public health and safety risk to occupants of the apartment or residents of other units, or unreasonably disturbs residents of other units.
  - d. Undersigned violates any other provision of this Contract including the provisions contained in the resident manual.
  - e. Undersigned attempts to sublet or assign any of the rights pursuant to this Contract.
- 3. University may terminate this Agreement without fault of the Undersigned when the University reasonably determines that termination is necessary for safe operation of its housing program, including but not limited to the need to take preventative or mitigatory action regarding emergencies, natural disasters, disruptions by third party agencies, and/or the spread of infectious disease.
- C. **Abandonment:** If the Undersigned vacates the apartment without giving notice, the Undersigned shall be liable for payment of rent until the University is able to rent the premises and for damages which the University may suffer due to the Undersigned's failure to give proper notice specified hereunder. In the event the University determines the Undersigned has abandoned the premises, the University may reenter and take possession of the apartment.
- D. **Failure To Vacate:** The Undersigned understands and agrees that the University may rent the apartment to new occupants effective the day following the termination of the Undersigned's Contract and that said new occupants may be scheduled to move into the apartment on that day. If the Undersigned does not vacate the apartment on the date of termination of this Contract, the Undersigned shall be liable for \$100.00 per day in liquidated damages charge as well as any other charges allowed by law, including, but not limited to, any costs incurred in providing alternate or temporary housing for the new occupants.
- E. **Vacating Procedure:** Upon termination of the Contract, the Undersigned agrees to surrender the premises to the University and to remove all property of the Undersigned. 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 accordance with University regulations and applicable law, without any liability to the University whatsoever. Notwithstanding any of the other provisions of this

Contract, the Undersigned understands and agrees that the Undersigned remains responsible for the demised premises, all fixtures and furniture situated therein, until all keys are returned to the Family Student Housing Office and notice is given that the apartment has been vacated. The University reserves the right to withhold any refund due to the Undersigned to recover outstanding Family Student Housing debts incurred by the Undersigned as noted in Section III above.

**IX. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT:**

Lead Warning Statement: Family Student Housing was built in 1971. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Residents will also receive a federally approved pamphlet on lead poisoning prevention.

**X. MEGAN'S LAW:**

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.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.

**XI. 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](http://fixit.ucsc.edu)).

**XII. CERTIFICATION:**

The Undersigned certifies under penalty of perjury that the application filed in connection with this Contract and the statements made by the Undersigned appearing herein are true and correct. The Undersigned agrees that any false statement made on the application filed in connection with this Contract and/or on this Contract may result in termination of this Contract, at the sole option of the University. The Undersigned understands and agrees that the terms and conditions herein set forth constitute a binding contract between the Regents of the University of California and the Undersigned. The Undersigned has read, understands, and agrees to be bound by all the terms, conditions, and agreements contained in this Contract as well as the resident manual, and acknowledges that any portion hereof about which there was any question was brought to the attention of University officials who explained such portions to the satisfaction of the Undersigned.

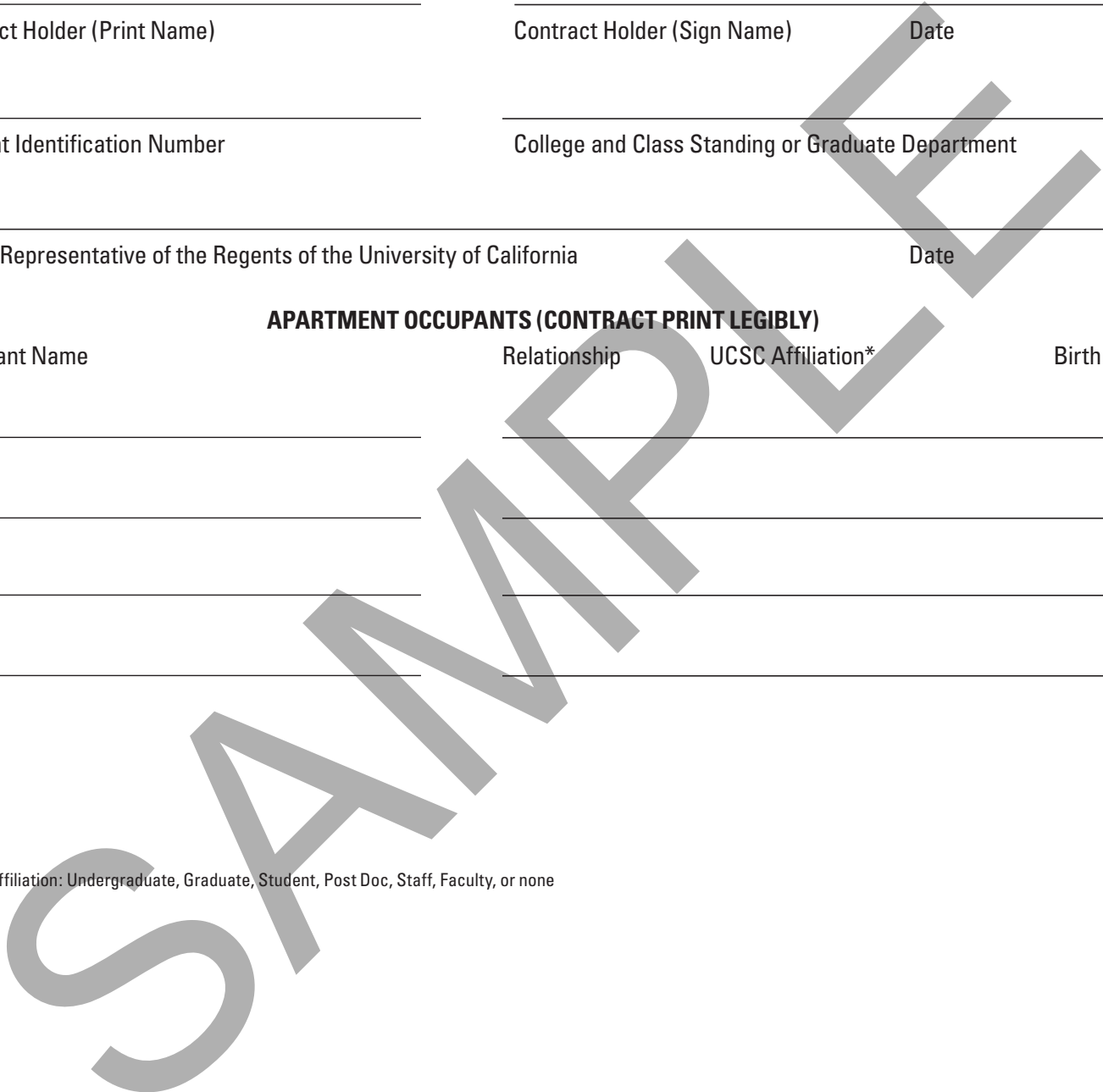
**ACKNOWLEDGMENT AND ACCEPTANCE OF CONTRACT  
AND TERMS & CONDITIONS OF RESIDENCE**

_____	_____	_____
Contract Holder (Print Name)	Contract Holder (Sign Name)	Date
_____	_____	_____
Student Identification Number	College and Class Standing or Graduate Department	
by: _____		
A Representative of the Regents of the University of California		Date

**APARTMENT OCCUPANTS (CONTRACT PRINT LEGIBLY)**

Occupant Name	Relationship	UCSC Affiliation*	Birth Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\*UCSC Affiliation: Undergraduate, Graduate, Student, Post Doc, Staff, Faculty, or none



To: UCSC Faculty, Staff, and Students

From: UCSC Environmental Health & Safety

PLEASE POST BOTH PAGES IN A PROMINENT LOCATION

**Re: Asbestos Containing Construction Materials on Campus**

This notice contains general information about the presence of asbestos containing construction materials (ACCM) on the University of California, Santa Cruz campus, and is required by law to be provided to all employees. **For more specific information about asbestos containing construction materials in your building, please contact Environmental Health & Safety (459-2553).**

**Background**

Asbestos is a naturally occurring group of fibrous minerals once widely used in a variety of building materials. Asbestos fibers are still used in some building materials; however, UCSC prohibits the use of asbestos-containing materials in new construction and renovation projects. On campus, most asbestos is located in various pipe insulations, boiler insulations, floor tiles, linoleum and sheet vinyl floor coverings, sheetrock joint compound, adhesives, mastics, fire doors and roofing materials. Friable asbestos [material that contains more than one-tenth of one percent (0.1%) asbestos by weight and can be crumbled by hand] is a potential hazard because it can release fibers into the air if damaged. **Intact, sealed, and undisturbed materials are not a hazard.**

Current information and data indicate long-term exposure to asbestos from activities that directly disturb asbestos fibers (such as asbestos mining and product manufacturing) can lead to a variety of respiratory diseases, including asbestosis, lung cancer, and mesothelioma (cancer of the lining encircling the lungs). There is no immediate adverse health effect associated with asbestos exposure. The symptoms of asbestos related diseases do not manifest themselves for many years (typically 20-40 years).

Asbestosis: a non-malignant, irreversible disease resulting in fibrosis of the lung

Asbestos-related lung cancer: lung cancer, risk of contracting lung cancer greatly increases if exposed to asbestos AND the individual is a smoker

Mesothelioma: cancer of the lining encircling the lungs, may result from overall smaller exposures to asbestos

**The health risk posed by asbestos to UCSC employees is very low due to the implementation of the campus' Asbestos Management Program. This program involves removal of damaged, friable asbestos, in-place management of undamaged asbestos-containing materials, and removal of existing asbestos containing materials during construction and renovation projects.**

## Asbestos Management and Surveys

Hall-Kimbrell Environmental Services, Inc. conducted a comprehensive survey for friable asbestos and prepared a survey report identifying the location and describing the condition of asbestos containing materials. Additional survey data is collected as part of the ongoing Asbestos Management Program during construction and renovation projects. **All asbestos survey data as well as the location of asbestos containing construction materials on campus is available from the EH&S Office.**

### General Procedures and Handling Restrictions

The Environmental Health & Safety (EH&S) Office, Physical Planning and Construction (PP&C), Physical Plant, and the University Housing Maintenance Services maintain and implement the campus Asbestos Management Program. Through the combination of asbestos abatement projects and a continuing maintenance program, significant asbestos exposure hazards are eliminated from campus. However, asbestos fiber release could result when someone unknowingly damages or disturbs (drills, grinds, sands, cuts, abrades) asbestos containing construction material. **To avoid fiber release and potential exposure, only trained and certified employees may remove, repair or in any way disturb asbestos containing construction materials.**

To prevent asbestos fiber release, campus procedures require that EH&S performs a survey prior to any construction or renovation project to determine whether asbestos containing construction materials may be disturbed. Any asbestos containing materials that might be impacted are properly removed or encapsulated prior to construction or renovation work. Asbestos removal and encapsulation work is performed according to specifications developed jointly by EH&S and PP&C. EH&S oversees asbestos removal work, conducts air sampling, ensures the safety of nearby personnel and checks spaces to determine they are safe for re-occupancy. EH&S and PP&C take the following actions to eliminate or minimize campus exposure to asbestos:

1. **Maintain up-to-date information** regarding the location of all asbestos containing materials on campus
2. **Respond to employee concerns** to assure that asbestos hazards are properly addressed
3. **Conduct air sampling** and physical inspection of work areas that include asbestos containing construction materials
4. **Train campus employees** who maintain, impact or remove materials containing asbestos
5. **Educate the campus community** on the relative hazards of asbestos and on the importance of notifying EH&S or Physical Plant of the presence of damaged materials they suspect may contain asbestos

**If you have any questions about this notice or if you become aware of a situation you believe might lead to airborne asbestos fiber release, please contact EH&S at 831-459-2553.**

Este anuncio es disponible en español, si requiere una copia porfavor comunicarse con EH&S al 831-459-2553.