

TERMS AND CONDITIONS

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IMPORTANT INFORMATION

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CHECKLIST

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

HOUSING OPTIONS/PREFERENCES: It is not possible to know whether the COVID-19 pandemic will result in changes to operations in student housing and residential life in Academic Year 2021-22. University does not promise or guarantee Student an assignment to or any particular room/apartment in University Apartments. University may reassign or require Student to move to another room or building at University’s sole discretion, which may result in adjustments to the room rate based on the actual room accommodation. Student may be placed on a waiting list and assigned housing when it becomes available.

LEGALLY BINDING CONTRACT: Once a student is assigned housing the housing application becomes a legally binding contract that is valid until June 30, 2022.

CANCELLING HOUSING CONTRACT: Prior to taking residence, if your plans change and you are unable to live in university housing, you must return to 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 VI 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 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 Release of Information (ROI) authorization process (studenthousing.ucsc.edu).

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 housing space is assigned**. This legally binding contract is valid for the entire term of this contract, as noted below, and is non-transferable.

I. Eligibility

Student must be a **regularly enrolled full-time registered graduate student** of the University of California, Santa Cruz, during the 2021-22 academic year and/or the 2021 summer quarter. Graduate students who have Advanced to Candidacy must enroll in a minimum of one 5 credit course each academic-year quarter. Other students may be housed by exception. However, the student shall be obligated, whether a registered student or not, to pay for any services provided.

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 a **twelve-month contract** is for an entire year beginning at 1:00PM on July 1, 2021, and ending at 10:00AM on June 30, 2022.
2. The term of a **ten-month contract** encompasses the entire academic year, beginning at 1:00PM on September 1, 2021 and ending at 10:00AM on June 30, 2022.
3. Residency during summer 2022 (July through August) is outside the terms of this contract period. Space permitting, students may request to extend their residency through a separate contract process and, if approved, will be billed the next academic year's monthly rate. Requests are subject to the review of your eligibility (including, but not limited to a review of your conduct and financial status) and approval is at the discretion of the University.
4. 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 or to comply with public health orders and guidance. The University may, upon thirty (30) days written notice, change any of the terms of this contract.

Scheduled Power Outage

Utility shutdowns will occur during the contract period which will result in Graduate Student Housing being without electricity for a yet undetermined amount of time. University shall provide reasonable advance notice for any planned outages.

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**. See section II. A. for specific dates.
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**. 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 room 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.

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, but not limited to, 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.

III. Residence and Housekeeping Provisions

A. **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, acknowledges that there will be disturbances and disruptions resulting from construction, and that such reasonable disturbances and disruptions are not grounds for cancellation of this contract.

B. **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.

C. **Furniture and Alterations:**

1. **Furniture may not be removed from any residence** room or common area without the prior written approval from the University in accordance with written University policy.
2. Student may not construct or install a bunk bed or loft. Only bunk beds or lofts provided by the University are permitted. All bunk or lofted beds come equipped with a safety bed rail that must remain affixed position, to the bed frame at all times. **University staff will not remove bed rails and Student shall not alter or remove, or arrange for the alteration or removal, of bed rails.** Upon inspection, or at the end of residency, if bed rail is not in properly affixed, the Student will be charged a re-installation fee plus any costs associated with repair or replacement of the bed rail and surrounding structure (if damaged), up to and including the cost of full replacement of the bed.
3. Student shall make **no alterations, improvements, or additions to the premises** without prior written approval from the University. This includes drilling into walls and other structures as well as the use of nails. This includes bed heights, which cannot be altered without 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 their original condition.

D. **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.

E. **Keys and Lockout:**

1. University will provide residence key(s) to each student. 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 during the contract period, 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. Altering, tampering, disabling, dismantling or overriding door closing/locking mechanisms is prohibited.

F. **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.

G. **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.

H. **Non-Transferable Contract:** This contract and the right of occupancy conferred are not transferable or assignable.

I. **Notice for Entry:** Student'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 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 cleaning/ maintenance **inspection schedule** presented to Student and/or posted in 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**.
- J. **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/renters insurance to insure personal property.** See housing.ucsc.edu/insurance for more information.
- 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 room 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. **Residence Assignments:**
1. It is not possible to know whether the COVID-19 pandemic will result in changes to operations in student housing and residential life in Academic Year 2021-22. University does not promise or guarantee Student an assignment to any particular room or building in University Housing or any particular room/apartment in University Apartments. University may reassign or require Student to move to another room or building at University's sole discretion, which may result in adjustments to the room rate based on the actual room accommodation.
 2. 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 are 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**, the 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. The Student will be required to submit a new waitlist application if interested in future university housing.
 3. University housing is a community living environment in which students are assigned rooms, and roommate(s)/housemate(s). Although rare, students in shared rooms may not have a roommate during a portion of the contract period. In such instances, **new roommate(s) may be assigned at any time, with or without advance notification. Student agrees not to occupy or store personal belongings in vacant spaces and to welcome new roommate(s)/housemate(s)** when assigned.
 4. **University maintains the right to reassign Student**, with or without Student's permission, to an on- or off-campus residential location in the event of an actual or impending natural disaster, during a conduct investigation, or the existence of another condition involving the health and/or safety and well-being of Student, which conditions would reasonably justify such relocation. Failure to comply with housing assignment or a reassignment is a material breach of this agreement and may result in Student being denied the opportunity to participate in any future room change, and/or termination of the housing contract.
 5. **Communicable Disease:** If you should contract a communicable disease, you may be reassigned to quarantine or isolation housing until you are no longer contagious. Medical directives are contingent on public health conditions at the time of their implementation and are subject to change. It is the student's responsibility to stay current regarding the University's policies and requirements. See UCSC Roadmap to Recovery for updated policies, guidelines, and protocols recovery.ucsc.edu. University makes no warranty with respect to the safety of the premises with regard to any infectious disease.
- M. **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.

N. **Student Liability:** Student is individually **liable for loss or damage** to the assigned residence and its furnishings; and will be held jointly and individually liable for damage to the entire residence unit or apartment, not just Student's living space, in accordance with University policy unless proof of individual responsibility is made.

O. **Student Maintenance:**

1. Student agrees to comply with local and university requirements to maintain 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.
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 residence.
3. Student agrees to bear the cost of the repair of any damage to or restoration of the building, equipment, or furnishings 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.

P. **Unauthorized Room Changes:** Student **may not move to another room** from their assigned room **without prior written approval from the University**. An unauthorized room change may result in Student being required to return to the original assignment, denied the opportunity to participate in any future room change, and/or termination of the housing contract.

Q. **University Maintenance:** University will maintain on a regular basis the following items: window coverings, carpet cleaning, painting, and upholstery cleaning. However, **unusual or excessive damage** to these items (as determined by University) will result in charges to Student.

R. **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 room/apartment, 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.

S. **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 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, acknowledges that there will be disturbances and disruptions during the contract period, and that such reasonable disturbances and disruptions are not grounds for cancellation of this contract. University shall provide reasonable advance notice for any planned outages.

T. University agrees to provide lodging, furnishings, utilities, and kitchen facilities. **Student is responsible for the cleaning** of their individual room and is jointly responsible for cleaning of the common areas of each residence unit. Student agrees to comply with local and university requirements to maintain 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. Charges for utilities and normal wear-and-tear are included in the residence rate. Students may be billed for **excessive utility use**.

IV. Student Rights, Responsibilities and Community Expectations

In addition to the Code of Student Conduct, 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. Building Exteriors and Windows:** Objects are not allowed to be attached, displayed, draped, hung, or placed on windows or outside of residential buildings and apartments. Screens may not be removed from windows. Items may not be placed on windowsills or affixed to railings or balconies.
- C. 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:
1. Prohibited from congregating, gathering or loitering in indoor 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.
 4. Required to know and comply with local and state health orders, and agree to abide by all University policies and requirements to mitigate the spread of COVID-19. See UCSC Roadmap to Recovery for updated policies, guidelines and protocols recovery.ucsc.edu.
- D. 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.
- E. 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.
- F. 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.
- G. Pets:** No pets (except fish in a 10-gallon or smaller aquarium) are allowed in the residential communities. 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. K. “Service and Support Animals” for additional information.)
- H. 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, including dining hall policies. 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 are incorporated into this contract by reference. State and local orders, including public health orders are incorporated into this contract by reference.
 3. Students who are in the presence of violations of policies **are expected to separate themselves from the policy violation(s), address the violation if safe to do so, or report the violation.**
 4. Actions related to hate/bias directed toward individual(s) or personal or public property, as defined in University policies, rules, and regulations, are prohibited. Speech or actions protected by the First Amendment of the United States Constitution are not covered by this policy.
 5. Student’s conduct and/or violation of the terms of this agreement while in residence may result in termination of contract, financial liability for the term, and affect future eligibility for any UC Santa Cruz residence.
- I. 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. 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.
 6. Students 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.
- J. **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.
 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.
- K. **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*.
- L. **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.
- M. **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. Note: The University requires compliance with measures to reduce the risk of transmission of COVID-19. All policies, guidelines and protocols outlining these measures are set forth in the UCSC Roadmap to Recovery recovery.ucsc.edu and are subject to change. It is the student's responsibility to stay current regarding the University's policies and requirements. 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 under the Code of Student Conduct section 102.07, which may include termination of this contract and initiation of eviction proceedings. Contract termination due to student conduct violations does not relieve the resident of payment obligations for the remainder of the contract term and may affect future eligibility for all UC Santa Cruz housing.
 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.

N. **Visitors/Guests:** Visitors and guests are any person(s) visiting a residential community other than their own, regardless of whether they are a UCSC student or not. 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 or to comply with public health orders or guidance. All living areas are considered “residents-only” communities. Additionally, residents may not visit each other’s rooms in-person, even if they live in the same residential facility. This restriction extends through the term of contract period.

1. For Academic Year 2021-22 the University may implement a “no-guest” policy for residential students. Students will be given notice via UCSC email if a residential “no-guest” restriction is put into place or modified. Once a “no-guest” policy is enacted, violations will be referred to the Student Conduct Office. If a “No-Guest” policy is implemented the only guests allowed in a student’s room will be: individuals providing an essential service such as moving a resident’s belongings, performing essential maintenance work, or providing medical care or assistance for those with physical disabilities.
2. Visitors/guests when visiting a residential community, are required to abide by 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.
3. Student is **responsible for accompanying their visitor(s)** while in residential facilities. 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.
4. **Any resident may request a visitor to leave** pursuant to University policy.
5. **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.**
6. No overnight visitor will be allowed to stay in residence from April 19–April 21, 2022. Limitations and/or **restrictions on guest visitation** may also be implemented **during special occasions or events.**

V. 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 make the required payments when due, fails to maintain the required student status, or breaches any term of this contract. (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.
 4. University may terminate this Contract and all attendant rights of occupancy upon 30 days’ notice to Student.
 5. University may terminate this Agreement with less than thirty (30) days notice if the University reasonably determines that (i) 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; and (ii) termination is necessary for compliance with an order of a public health agency.
- B. **Request for Cancellation or Termination by Student:** Requests for cancellation of this contract by Student 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. **Contract Modification:** This contract may be modified only upon mutual agreement of Student and University, except as otherwise allowed in these terms and conditions. Any agreed upon modification(s) shall be recorded as amendment(s) to the contract by the *Campus Housing Office.*
- F. **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 property of the Student**. Any Student property left in the residence 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. **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 room/apartment 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 right 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.
- G. **Waivers:** Any waiver or non-enforcement by University of any term or condition of this agreement shall not constitute a waiver of any subsequent breach 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.
- H. **Housing Appeals Process:** In the event that a request for Housing Contract cancellation/modification is denied at Student's assigned University residence, Student may request a review by the Housing Appeal Board.

VI. 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 fee, when paid, will be applied to the residence rate.
 - a. **New and continuing students** may submit an online application with a deferment of the \$150.00 advance housing fee.
 - b. **Eligible students** who **defer** the advance housing fee may be required to pay the fee on or before the payment deadline of the month residence begins.
2. **Reserved Housing Space:** If Student elects **not to take occupancy** of a reserved housing space, University, according to the schedule and circumstances set forth below, shall **retain all 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 studenthousing.ucsc.edu and cancel application/contract for Student's reserved housing.
 - b. If cancellation is completed **on or before June 1, 2021**, Student will be billed for the **\$150.00** advance housing fee.
 - c. If cancellation is completed **between June 2 and August 1, 2021**, 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, 2021, 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.
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 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.

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 first day of the month, 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 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. 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 V. In the event Student abandons the residence, **Student shall be liable for the full residence rate** for the balance of the contract period, 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. Monthly billing statements are posted online (my.ucsc.edu) for all students having unpaid University charges. **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 and/or financial aid, and termination of the right of occupancy.**
 - a. **UCSC accepts credit card, e-Check via Student Portal (my.ucsc.edu), cash, check, 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 **SBS Financial Service Center**, 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 a hold on enrollment to the extent allowed by law.
 - 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).

Housing Billing and Payment

Payment Plan Options

Each student has a university billing account with UC Santa Cruz and a billing statement is generated each month there are charges due on your account. You can review your billing statement and account activity online through the Student Portal (my.ucsc.edu). If your parent/guardian will be paying your housing charges, you can grant them access to your billing statements and give them the ability to make payments on your behalf.

Payment Deadlines

The monthly rate is due and payable according to the attached schedule. The due date is not a postmark deadline, so please allow sufficient time for mailing.

Late Fees

It is your responsibility to **keep the Campus 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 your account by the established due date of each month. **Each housing late fee is \$25.00.**

Financial Aid Recipients

If you receive financial aid, most aid award(s) will credit directly to your university billing account once you have met all the conditions for aid disbursement. Financial aid awards credited to your account will be applied to tuition and registration fees first, and any remaining awards are then applied to your university housing and dining charges. Contact the Financial Aid and Scholarship Office at **(831)459-2963** with any questions regarding conditions for aid disbursement.

Payment Due Dates

- Summer 2021*:** July 21, August 12
Fall Quarter: September 16, October 18, November 15
Winter Quarter: December 15, January 20, February 14
Spring Quarter: March 22, April 20, May 18
Summer 2022: June 15

* Summer 2021 due date applies to students on twelve-month contracts.

Housing Calendar 2021-22

- July 1, 2021** Twelve-month contracts begin.
September 1, 2021 Ten-month contracts begin.
September 23, 2021 Instruction begins for fall quarter.
December 6, 2021 Finals begin.
December 10, 2021 Finals and fall quarter end.
January 3, 2022 Instruction begins for winter quarter.
March 14, 2022 Finals begin.
March 18, 2022 Finals and winter quarter end.
March 28, 2022 Instruction begins for spring quarter.
April 11-18 2022 Priority Housing Application Period for 2022-23 housing.
June 6, 2022 Finals begin.
June 9, 2022 Finals and spring quarter end.
June 30, 2022 Twelve- and ten-month contracts end.

As noted in agreement, schedule and dining/meal plan subject to change without notice

Housing Rates

Room Type	10 Month Contract	12 Month Contract
Single		
Monthly	\$1,247	\$1,247
Full Contract Period	\$12,470	\$14,964

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).

Student Housing Services Campus Housing Office

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

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

To obtain this publication in an alternate format
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