

Terms and Conditions

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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."

I. Description:

The following terms and conditions are effective in relation to a housing space (the "premises" or "apartment") assigned by the University.

II. Billing & Payment:

A. Each student has a university billing account with UC Santa Cruz. A billing statement is generated each month when there are charges due on their account. Students can view billing statement information and account activity online through the MyUCSC Portal (my.ucsc.edu).

1. UCSC accepts credit card, e-check via MyUCSC 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 SBS Financial Service Center, University of California, Santa Cruz, 1156 High Street, Santa Cruz, CA 95064. Do not send cash.
3. The residence rate is due and payable according to the published payment schedule. The due date is not a postmark deadline, so please allow sufficient time for mailing.
4. **Late Payments:** It is your responsibility to keep the Family Student Housing Office informed of any payment delays—no matter 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 may be approved if you contact us prior to the payment deadline.
5. **Housing Enrollment Holds:** Delinquency in payment may result in a hold on your enrollment. Once the hold has been placed on your account, all past due charges must be paid in order to release this hold.
6. A breach of this contract including but not limited to delinquency in payment may result in the University taking action to terminate this contract and the termination of the right of occupancy.
7. In the event of cancellation, expiration, or termination of this housing agreement, any remaining unpaid housing charges may become subject to further debt recovery and collection efforts. For more information, visit housing.ucsc.edu/billing
8. **Returned Checks:** After two instances of personal checks being refused payment by Student's bank, the Student may be required to make future housing payments in secured funds (cash, cashier's check, or money order).

B. Payment Due Dates*:

Summer 2023: July 25, August 10

Fall Quarter: September 20, October 23, November 13

Winter Quarter: December 21, January 22, February 12

Spring Quarter: March 26, April 18, May 15

Summer 2024: June 18

***Due dates subject to change. For updates, visit: sbs.ucsc.edu/payments_billing**

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

III. Deposit:

The Student agrees to pay to the University a deposit of five hundred dollars (\$500.00) within seven (7) business days of signing this Contract or prior to taking residence, whichever comes first. Failure to pay the deposit within the prescribed time period will render the contract null and void, and will release any reserved housing space unless authorized by the University.

- 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 Student, 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 Student provides notice to terminate the Contract, the University and Student may mutually agree to have the University send, to an email account provided by the Student, 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 Student.
- C. In the event that the Student fails to occupy the apartment after accepting assignment, the Student 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 Student must meet the eligibility requirements set forth in this Contract.

- A. The Student 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 at Family Student Housing, UCSC students are permitted to remain in residence during a University-approved leave of absence or withdrawal for one (1) additional quarter.

B. The Student 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; or
2. Live with a parent, sibling or grandparent; or
3. Live with a spouse/adult partner with whom the Student is in a long-term, mutually-dependent relationship (i.e. not a roommate).

C. The Student agrees to report all changes in family or student status to the Family Student Housing Office within seven (7) days of the change. If the Student's family status changes, this Contract is subject to review and the University will have the right to terminate the Contract if the Student no longer meets the eligibility requirements.

D. The names of all household occupants (except any approved Additional Adult Occupant) must be provided during the housing application/contract process. The assigned apartment must be the verifiable primary residence address for all household occupants. Any change in occupants requires prior written approval from the University. Note: If the University approves the Student to have an Additional Adult Occupant, a separate Additional Adult Occupant Agreement must be signed and recorded with 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 Student 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 Student took occupancy prior to January 1, 2018 and/or the Student'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 Student agrees that eligibility for Family Student Housing shall not exceed 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 eligibility for families with two UCSC students in Family Student Housing 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 eligibility.

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 your eligibility for Family Student Housing will end on June 30, 2024. Continued occupancy after this date is subject to availability in University Housing as determined by the University in its sole discretion.
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 your eligibility for Family Student Housing will end on June 30, 2024. Continued occupancy after this date is subject to availability in University Housing as determined by the University in its sole discretion.

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. **Disruption:** The University shall have the right, in its sole and absolute discretion, to assign the Student to another apartment or to move or transfer occupants to another comparable dwelling on or off-campus, on a temporary or permanent basis.

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 a housing assignment, Student agrees this is a binding Contract. Student acknowledges and agrees that they have been advised of said potential disruptions, and further 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 the University.

VI. Residence and Housekeeping Provisions:

A. Additional Adult Occupant (AAO):

1. In addition to the permitted occupants as described in Section IV above, the Student 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 Student 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 or occupancy by anyone (including an individual with a pending AAO request) not previously approved by the University, is a violation of this contract.
3. The Student acknowledges, as more fully set forth in the AAO Agreement, that the Student remains responsible to the University for all rents and damages for which the Student is responsible under this Contract, even if solely caused by the AAO or their children.

B. Alterations & Decorations: The Student will make **no alterations, improvements, or additions on or to the premises** without the prior written consent of the University. This includes drilling into walls and other structures as well as the use of nails. The Student 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 Student 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 Student agrees not to add or use additional appliances, such as dishwashers, washing machines, clothes dryers, or toilet attachments. The Student will not remove University-owned appliances from an apartment or place University-owned appliances out-of-doors.

E. Assignment: The Student understands and agrees that the University reserves the right to make all apartment assignments, in the University's sole and absolute discretion. Additionally, University reserves the right, in its sole and absolute discretion, to move or transfer the occupants to another apartment or comparable dwelling on or off-campus. Failure to comply with a housing assignment or reassignment is a material breach of this agreement and may result in the Student being denied the opportunity to participate in any future housing assignment, and/or termination of this 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 at any time. This would require you to move to another location within the current FSH (the University will provide moving assistance). Additionally, as the new SHW FSH apartment facility is completed, families either with physical custody of a minor child at least 50% of the time in any given month or who include an expectant parent ("Qualifying Families") may be reassigned to the new facility at any time under this 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. Notwithstanding the foregoing, the University reserves the right to move or transfer the occupants to another comparable dwelling either on or off-campus at any time, in University's sole and absolute discretion.

2. **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 Slug Strong for updated policies, guidelines, and protocols slugstrong.ucsc.edu. University makes no warranty with respect to the safety of the premises with regard to any infectious disease.

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 Student 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 Student'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 Student is encouraged to register each bike.

H. **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 your occupancy. 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 Student 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 grounds for cancellation of this contract.

I. **Delay In Delivery Of Possession:** The Student agrees that the University will not be liable for any costs, losses, or damages suffered by the Student 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 Student within three (3) working days from the date on which the term of this Contract is to commence, then the Student may elect to declare this Contract null and void, and any deposit and/or rent paid to the University will be refunded to the Student. The Student's obligation to make payments shall commence upon the University's delivery of possession.

J. **Email:** In order to communicate necessary housing business, Student is **expected and agrees to check their University email account on a regular basis** (email.ucsc.edu). Furthermore, Student is expected and agrees to regularly update personal contact information (address and phone numbers) and emergency contact information.

K. **Grounds:** The University maintains the apartment grounds outside the perimeter of apartment backyards. The Student, 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. Attaching awnings, clotheslines, or other items to trees or other foliage is prohibited.

L. **Heavy Furniture & Waterbeds:** The Student will not use furniture exceeding the weight of fifty (50) pounds per square foot. Waterbeds are not permitted in Family Student Housing.

M. **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 the Student, household occupants, or guests (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.

N. **Inventory:** If the premises are not in a clean condition when the Student assumes occupancy, the Student 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 Student 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 Student forfeits the right to claim damages and will be held accountable for assessed damages upon vacating the apartment.

O. **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 Student assumes responsibility for the security of their own laundry items when using the laundry rooms.

P. **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.

Q. Locks & Keys:

1. The Family Student Housing Office will provide residence, mailbox, and laundry room keys to the Student.
2. Student will not duplicate any University key and will not let any University key be used by anyone outside of their household.
3. Students must carry keys and ensure that their door is secured at all times.
 - a. Student agrees to be responsible for the cost of rekeying and key replacement in accordance with University rates in the event that any Family Student Housing key becomes lost, damaged or stolen.
4. If a student is locked out more than three (3) times in an academic year, there is a service fee upon the fourth lockout and every lockout thereafter. See housing.ucsc.edu/damages for rates.
5. All keys to University locks are to be returned at the end of tenancy.
 - a. The Student shall pay the cost of any keys not returned, as well as the costs of any subsequent lock change(s). See housing.ucsc.edu/damages for rates.
6. Altering, tampering, disabling, dismantling or overriding door closing/locking mechanisms is prohibited.

R. Mold: Mold occurs naturally in the environment, and currently there are no federal or state standards for permissible levels of mold. The 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. The 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.

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

T. **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.

U. **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, the Student agrees to immediately seek University assistance by placing a work order (ches.ucsc.edu/cruzfix).** 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 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.

V. **Programming:** A variety of educational enrichment opportunities and co-curricular programming are included in the residence rate.

W. **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 Student.

X. **Repairs & Maintenance:**

1. Student accepts responsibility for **promptly notifying the University of all conditions that require repair**. Student shall notify the University of maintenance requests through the Housing Maintenance Service Request System, ches.ucsc.edu/cruzfix. University personnel will perform all necessary repairs, painting, or other alterations to residence.
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 Student 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 Student 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 Student or any other occupant of the apartment, or guest(s), or other person(s) for whom the Student is

responsible, including without limitation any breach of this Contract or neglect or willful act of the Student or any other occupant of the apartment, or guest(s), or other person(s) for whom the Student is responsible.

5. The 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 the 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.
6. The University has sole discretion in determining the amount of damages charged to the Student 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 Student is liable will be charged to the Student.
7. Cable wiring is the property of the University.

Y. Right Of Entry: The 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 or other household occupants are 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. Any policy violations or illegal activities viewed by staff will be noted and may be addressed.
3. With the Student's consent.
4. All maintenance requests initiated by Student imply consent to enter the premises to perform the requested maintenance whether or not Student 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 Student has abandoned or surrendered the apartment.
7. Pursuant to court order or otherwise allowed by law.

Z. **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.

AA. **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.

AB. **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 Student and additional permitted occupants as defined in Section IV Eligibility. Upon request the Student shall supply proof of the relationship between the Student 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.

AC. **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 Student. Telephone service shall be provided by and at the expense of the Student and placed only in the location presently wired for telephone service in the apartment.

VII. Student Rights, Responsibilities and Community Expectations

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 Student.

C. **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. See resident manual for specific guidelines.

D. **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.

E. **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 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 Slug Strong for updated policies, guidelines and protocols slugstrong.ucsc.edu.

F. **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 or to comply with public health orders or guidance.

1. For Academic Year 2023-24 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 visitors/ 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. The Student assumes full responsibility for the acts and omissions of all occupants and visitors/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 visitors/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 Student 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 Student must attend an Orientation session within thirty (30) days of contract effective date.
3. The Student may have occasional overnight and weekend visitors/guests without notice to or consent of the University. The same overnight visitor/guest may not remain in residence for more than **three (3) overnight** stay during any consecutive fifteen (15) day period without prior written consent of the University. During the academic year, the total number of nights that visitors/guests may stay in the premises is fourteen (14); during the summer, the total is twenty-one (21) days.
4. **Persons who have had their university housing contract canceled or have been evicted** from any university housing residence **may not stay in residence as a visitor/guest.**
5. Visitor Restriction: No overnight visitor/guest will be allowed to stay in residence from April 19–April 21, 2024. Limitations and/or restrictions on guest visitation may also be implemented during special occasions or events.

G. Joint & Several Liability: The Student and any other adult occupants of the apartment shall be jointly and severally liable for the performance of all of the obligations of the Student and other occupants pursuant to this Contract. The Student 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.

H. 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 Student agrees to abide by the regulations for parking in Family Student Housing and to be responsible for their family's visitors/guests 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. Fuel powered or e-vehicles (e.g. mopeds, motorized

bicycles, etc.) may not be parked less than ten (10) feet from a structure or vegetation, in bike racks less than ten (10) feet from a structure or vegetation, or inside buildings.

I. **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 Student acknowledges and agrees that the assigned apartment may be in a high noise area.

J. **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.

K. **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.

L. **Pets:** No pets (except fish in a 10-gallon or smaller aquarium) are allowed in the residential communities. This prohibition applies to the Student and to any visitor regardless of the length of visit. The 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 VII. P "Service and Support Animals" for additional information.)

M. Policies, Rules, And Regulations:

1. Student 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. 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 UCSC Slug Strong slugstrong.ucsc.edu and are subject to change. It is the student's responsibility to stay current regarding the University's policies and requirements.

3. Students present during observable policy violations **who do not attempt to separate themselves from the policy violation(s), address the violation, and/or report the violation** may be held in violation of housing policy.
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. Contract termination due to student conduct violations does not relieve the Student of payment obligations for the remainder of the contract term and may affect future eligibility for all UC Santa Cruz housing.

N. **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 may not enter the residence of other students without prior permission.
7. Student 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.

O. **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. For questions about incense and candles related to spiritual or cultural practices, please contact your Coordinator for Residential Education.
4. Cooking equipment with exposed heating elements (e.g. air fryers, instant pots, 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. Possession, charging, or storage of **battery-powered e-vehicles** (including but not limited to e-bicycles, e-mopeds, e-scooters, hoverboards, etc.) and other similar equipment.
7. Air conditioning units (window/portable) and space heaters.

P. **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*.
3. Animal abuse as described in local statute is prohibited and if found responsible violates the Terms and Conditions of Housing.

Q. **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.

R. **Taxes & Liens:** The Student will pay any taxes levied against the Student's possessory interest by a governmental entity. The Student will not cause liens of any kind to be placed against the property.

S. **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 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 the 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.

VIII. TERMINATION & MODIFICATION OF CONTRACT

A. Request For Termination By Student: The Student 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 Student 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 Student has lived on the premises for one year or more. The Student 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 Student 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 Student with a three (3) day notice to pay rent or quit, to perform a covenant or quit, or to quit, whichever is appropriate:
 - a. Student fails to maintain eligibility for Family Student Housing as provided in Section IV above.
 - b. Student fails to pay rent or other charges as they come due.
 - c. University determines that the Student'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. Student violates any other provision of this Contract including the provisions contained in the resident manual.
 - e. Student attempts to sublet or assign any of the rights pursuant to this Contract.
3. 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.

C. **Abandonment:** If the Student vacates the apartment without giving notice, the Student 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 Student's failure to give proper notice specified hereunder. In the event the University determines the Student has abandoned the premises, the University may re-enter and take possession of the apartment.

D. **Failure To Vacate:** The Student understands and agrees that the University may rent the apartment to new occupants effective the day following the termination of the Student's Contract and that said new occupants may be scheduled to move into the apartment on that day. If the Student does not vacate the apartment on the date of termination of this Contract, the Student 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 Student agrees to surrender the premises to the University and to remove all property of the Student. 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 Student understands and agrees that the Student 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 Student to recover outstanding Family Student Housing debts incurred by the Student 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. 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 (ches.ucsc.edu/cruzfix).

XII. CERTIFICATION:

The Student certifies under penalty of perjury that the application filed in connection with this Contract and the statements made by the Student appearing herein are true and correct. The Student 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 Student 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 Student. The Student 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 Student.

Family Student Housing Rates

(July 1, 2023 - June 30, 2024)

	Per Month
2023-24 FSH Monthly Rate	\$1,892.85
2023-24 FSH Rate Saver Monthly Rate	\$1,828.85

Family Student Housing Rate Saver: A continuing UCSC student (year of entry must be 2022-23 or before) in residence at Family Student Housing during summer 2023 or during the 2023-24 academic year will automatically be eligible for the Rate Saver program.

- Rate Saver is available during the 2023-24 lease term/year only and will expire on June 30, 2024.
- The standard 2023-24 FSH monthly rate is applicable to any new UC Santa Cruz student admitted to UCSC after the 2022-23 academic year.