

UC SAN DIEGO SINGLE UNDERGRADUATE RESIDENTIAL HOUSING CONTRACT
ACADEMIC YEAR 2018 - 2019

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1. **PARTIES:** The parties to this Contract are the Regents of the University of California, hereinafter referred to as “University” and the undersigned student, hereinafter referred to as “Resident.”
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2. **TERM:** The term of this Contract begins on 09/22/2018 and ends on 06/15/2019, at which time this Contract will terminate without further notice. Specific dates and times of occupancy are specified in the UC San Diego Housing Calendar which is incorporated herein by reference. Resident is financially liable for the entire term of this Contract. This Contract, properly executed, shall be effective on the date the Housing Prepayment is received and accepted by University.
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3. **ELIGIBILITY:** Resident must be a single, enrolled, full-time undergraduate student of UC San Diego, as defined by the Registrar’s Office, for the term of this Contract. Failure to meet the eligibility requirement is grounds for forfeiture of this Contract but does not create a waiver of any sums due under this Contract.
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4. **ROOM AND BOARD:**
- a. Room and board charges, which are collectively considered rent, are due according to the dates and amounts specified in the UC San Diego Housing Costs and Payment Schedule, which is incorporated herein by reference.
 - b. Payments are due without demand or billing at the UC San Diego Central Cashier’s Office, Mail Code 0009, 9500 Gilman Drive, La Jolla, California 92093-0009, phone number (858) 534-3725. Payments are always applied to the Resident’s oldest housing charges first. Checks are to be made payable to “UC REGENTS.” If a payment is received after the due date, there will be a late charge of \$20 assessed. Such charge is agreed to be reasonable and is accepted as the amount of liquidated damages for each delinquent payment because at this time it is impractical and difficult to determine the added cost to the University resulting from a delinquent payment.
 - c. Resident agrees that there will be no proration of room and board for the first two weeks and the last two weeks of each quarter, should Resident decide to move in later or move out earlier during these specific periods.
 - d. Regardless of the effective date of the Contract, Resident agrees to pay a one-time \$20 Activity Fee which will be assessed during the first billing.
 - e. Room charges include a furnished room (as determined in University’s sole discretion), cleaning services for the common areas, basic cable TV/internet, electricity, gas, sewer, trash, and water.
 - f. In the event of unusual and unforeseen circumstances, the University may, at its sole discretion, increase the housing charges by up to ten percent (10%) of total charges during the term of this Contract. University shall serve written notification of changes 30 days prior to the beginning of the Academic quarters.
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5. **DINING PLAN:**
- a. Resident is required to select a Dining Plan. See Dining Plan details at <http://hdh.ucsd.edu/housing/diningplan/pages/index.html>.
 - b. The Dining Plan Dollars are deposited at the beginning of the term and expire at the end of the term of this Contract. Failure to pay room and board charges will result in suspension of contracted meals.
 - c. The first Contract meal begins at 12:00 noon on the first day of the term of this Contract and ends with lunch on the last day of the term of this Contract.
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6. **CANCELLATION (Prior to move-in date):** Contract cancellation notice must be sent to HDH Administrative Services by email prior to move-in date. Contract cancellation will be effective upon receipt of the notice. Resident agrees to pay the cancellation fee as specified in the UC San Diego Housing Cancellation Policy, which is incorporated herein by reference.
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7. **TERMINATION (After move-in date):**
- a. **Termination by Resident:** Contract termination requests after a resident has moved-in must be submitted in writing along with the appropriate supporting documents to the Residential Life Office. Note: Requests from Resident under 18 years of age must be accompanied by a written consent of the parent or legal guardian. Resident shall remain responsible for all room and board charges until the effective date of termination, including possible unpaid Dining Plan over-usage as referenced in UC San Diego Housing Costs and Payment Schedule. Resident may be entitled to a prorated room and board charge refund for any such charges paid beyond the effective date of termination, less all other outstanding housing related amounts owed as allowed by law. The Resident may be granted termination at the University’s sole discretion under the following conditions:
 - i. Resident ceases to be a currently enrolled student at UC San Diego by reason of graduation, withdrawal, academic disqualification, suspension or dismissal, transfer to another institution or participation in a University-authorized and approved study-abroad program; or in the event of a recent marriage or committed relationship.
 - ii. Documentation of marriage or committed relationship.
 - iii. Compelling and unanticipated medical or financial problems beyond his or her control arising after the date of execution of this Contract.
 - iv. Resident declining University admission for any reason will result in a \$450 termination charge.

If Resident requests termination for reasons not noted in this section and prior to the end of the term stated in Section 2, "TERM," then Resident is responsible for room and board charges and/or any outstanding charges owed, and will be charged prorated monthly housing charges until the expiration date of this Contract, or until such time as the space is re-rented or a new resident moves in.

- b. **Termination by University:** The University may terminate this tenancy as permitted by law. Resident may be subject to a three-day notice to perform covenant or quit, to pay rent or quit, or notice to quit, whichever is appropriate, under any circumstances allowed by law, including the following:
 - i. If Resident ceases to be currently enrolled as a result of graduation, transfer, withdrawal, academic disqualification, suspension, dismissal or becomes ineligible for Single Undergraduate University Housing as a result of marriage.
 - ii. Failure to comply with the Contract, Housing and Residential Life Policies and/or University Policies/Regulations.
 - iii. Failure to make the required payments in accordance with the UC San Diego Housing Cost and Payment Schedule.
 - iv. Failure to comply with any applicable state and/or federal law.

8. OCCUPANCY:

- a. Resident will be assigned to a specific room, based on gender, and not necessarily in his/her college of registration. University, at its sole discretion, reserves the right to assign and move Resident to another room or a temporary space, or to assign an additional resident to any room, or reduce the number of residents per room or suite as permanent space becomes available anywhere within UC San Diego Housing facilities.
- b. Incoming Freshman and Incoming Transfer Student residents will be assigned roommates based on the information provided on the Personal History Form, without regard to race, religion, national origin, or sexual orientation, and the University does not guarantee a specific room or roommates.
- c. Continuing Student residents self-select space based on availability. Failure to select a space during the assigned Room Selection/Reservation opportunity will result in the Housing Contract being automatically voided and canceled.
- d. Resident may be permitted to move to another space only with the written approval of the University.
- e. Resident cannot assign this Contract or sublease the room, or use it in any manner other than as a personal residence, including activities such as conducting business or commercial enterprises.
- f. No other person or persons may occupy the premises without the prior consent of the University.

9. **CONDITION OF PREMISES AND DAMAGE:** Resident acknowledges that he/she will inspect the premises and will verify that the premises are in good repair and in clean and sanitary condition pursuant to the standard set forth in Section 1941.1 of the California Civil Code. Resident shall complete and submit to the Residential Life Office the Move-In and Move-Out Inspection Checklist/Room Inventory Form within one week of taking occupancy of their assigned space. Failure to complete and return the Move-In and Move-Out Inspection Checklist/Room Inventory Form within the specified time shall be construed as acceptance by the Resident of the premises and inventory. Defects and damages found after Resident vacates premises, not reported at time of possession of premises as noted on the Move-In and Move-Out Inspection Checklist/Room Inventory Form shall be the sole expense of the Resident. In the event damages occur during the Resident's occupancy and it is determined that the damages are caused by Resident, charges will be assessed to the Resident's University account. Charges shall be determined by University at its sole discretion, and payment for such charges shall be made by Resident and is due upon receipt of the notice. Resident agrees, as part of a consideration of the rental, to maintain the premises, all fixtures, accessories and appliances belonging thereto, in a good, clean, sanitary and safe condition throughout the term of this Contract, and upon vacating said premises, to return the premises to the University in the same condition of repair and cleanliness including walls and carpet as when received, exclusive of reasonable wear and tear. Resident will be liable for any repairs necessary during or after residency to restore premises to the original condition, including but not limited to costs to clean, repair, replace or rebuild any portion of the premises, furniture and fixtures damaged by the Resident, Resident's guest or invitee and all costs incurred in connection therewith shall constitute additional charges due and owing from Resident on demand. In the event the cause of any loss or damage to the University properties cannot be determined after reasonable investigation by the University, the prorated cost of such move, loss or damage shall be charged to all residents in that area responsible for such properties, regardless of whether Resident was present at the time that the move, loss or damage occurred.

10. MOVE-OUT/VACATING THE PREMISES:

- a. The Resident shall vacate the premises immediately upon termination of this Contract, or no later than 6 p.m. on the last day of the term of this Contract, or within 24 hours of last final of Spring Quarter, whichever occurs first. Failure to vacate will result in Resident being liable to the University Housing for daily rental damages equal to the current monthly market value of the unit, divided by 30, plus any additional actual damages, plus statutory damages up to the maximum amount permitted by law.
- b. The Resident shall return the premises in the same condition which he or she received it, other than normal wear and tear as determined by the University.
- c. Resident must return the keys and complete the established check-out procedures through the Residential Life Office. Vacating the premises without completing the established Resident check-out procedures shall result in Resident being charged for daily rental damages equal to the current monthly market value of the unit, divided by 30, until such time as such procedures are completed.

- d. Resident shall pay the University for costs to clean, repair, replace, or rebuild any portion of the premises, furniture and fixtures damaged by the Resident, Resident's guest or invitee.
- e. Resident may request a preliminary inspection prior to vacating the premises. Such request must be made at least two (2) weeks prior to the last day of the term of this Contract. Resident has the right to be present during the inspection.

11. ABANDONMENT: If the University determines the premises have been abandoned, it may dispose of any remaining property on the premises in accordance with Civil Code Section 2080.8. Resident shall be liable for any costs incurred by the University in disposing of said property, including, but not limited to, storage costs. Abandonment does not relieve Resident of the obligation to pay room charges. Resident is responsible to pay room charges up to the full term of this Contract or until such time as the space is re-rented or a new resident moves in.

12. CONDUCT OF RESIDENT:

- a. As a Resident you are in a University group living situation in which students are assigned space in residence halls and apartments shared with other students. Resident agrees to respect the rights of other residents and all other members of the University community, and to behave in a manner conducive to the harmonious group living environment developed and fostered by each Residential Life Office. Furthermore, Resident is responsible for the activities and behavior of their guests, and all guests should be accompanied by a responsible Resident. University may terminate this Contract and/or future contracts if Resident demonstrates an ongoing inability to abide by the requirements and expectations for such group living.
- b. The Resident agrees to abide by all University policies, rules and regulations, including but not limited to the Housing and Residential Life Policies, Resident/Student Handbook, UC San Diego Student Conduct Code, and all applicable local, state and federal laws.
- c. Resident agrees that the University may take appropriate action, including termination of this Contract and/or exclusion from entering into a future housing contract, for conduct which is found by the University to be in violation of any such rules or conduct which is otherwise detrimental to the welfare of the residents, employees or the physical properties of the University.

13. MODIFICATIONS AND REPAIRS: Resident shall not install improvements, including but not limited to appliances such as air-conditioners and dishwashers in the premises, or use molly bolts, screws or fastening device on walls, ceiling or woodwork, or alter, repaint or redecorate the premises. Resident shall not perform or arrange for non-UC San Diego staff to perform any repairs to damages, or corrections of deficiencies in the premises, whether during or upon the termination of Resident's tenancy, and hereby waives any right Resident may have to make such repairs or corrections. The foregoing shall not limit Resident's right to request that University repair damage, correct deficiencies, or otherwise service the premises during tenancy. Resident is responsible to promptly report deficiencies and damages to the Customer Service Center at (858) 534-2600. Notification to the University should be immediate in an emergency situation. Notwithstanding such a request, Resident shall be liable for any damages done to the premises or deficiencies caused by Resident or Resident's guest's negligence or improper usage, and will be billed accordingly.

14. PETS: No animals, except fish which are kept in an aquarium that does not exceed 10 gallons, shall be kept on premises. Requests for aquariums must be approved in advance by the Residential Life Office and must have a concurrence of all roommates. Breach of this provision will result in fumigation charges, plus any appropriate cleaning or repair charges.

15. FIRE DETECTION & SAFETY EQUIPMENT: The apartment and residence hall are supplied with smoke detection devices. The detector(s) in this apartment and residence hall is in proper working order. Upon occupancy it shall be the Resident's responsibility to regularly test the detector(s) to ensure that the device(s) is in operable condition. Resident agrees to inform the University immediately in writing of any defect, malfunction or failure of such detector. It is a criminal offense to disconnect or otherwise impair the function of this device. Tampering with fire detection or safety equipment will be subject to disciplinary action and termination of Contract. If building alarm is activated due to the Resident's negligence or malicious act the Resident will be charged a \$200 fee.

16. MOLD NOTIFICATION: Mold occurs naturally in the environment and there currently exist no federal or state standards for permissible levels of molds. The Resident is required to take steps to control growth of mold and mildew by keeping the premises clean and well-ventilated, particularly when showering, bathing, or washing dishes or clothes. The Resident is required to notify the University promptly by contacting the Customer Service Center at (858) 534-2600 about the existence of moisture, water leakage or overflow in or about the premises. Resident agrees to comply with the list of responsibilities as outlined in the Resident Handbook.

17. LEAD-BASED PAINT HAZARD NOTIFICATION: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Although the University knows of no such hazards, federal law requires that lessees receive a pamphlet regarding lead poisoning prevention in pre-1978 housing, and a pamphlet regarding the ongoing renovation activities which may potentially disturb lead or lead hazards. Resident acknowledges the receipt of these two pamphlets, entitled "Protect Your Family from Lead in Your Home" located at <http://www2.epa.gov/lead/protect-your-family>, and "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools" located at

<http://www2.epa.gov/lead/renovation-repair-and-painting-program>, which are incorporated herein by reference. NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy.

18. ASBESTOS NOTIFICATION: Housing built before 1981 may contain asbestos. Any asbestos-containing material (ACM) has been encapsulated or removed, as specified by law. The ceilings are inspected by UC San Diego Environment, Health & Safety staff during annual housing inspections. However, disturbance or damage to certain apartment and residence hall ceilings may increase the potential exposure to these substances. Resident or Resident's guest shall not take or permit any action which in any way damages or disturbs the premises or any part thereof, including but not limited to piercing the ceiling by drilling or any other method, hanging objects, attaching or replacing fixtures, or doing any repairs to any portion of the ceiling, or undertaking activity which results in building vibration that may cause damage to the ceiling. Resident shall notify the University immediately in writing upon occurrence of any such damage or any other deterioration of the ceiling in the premises, including but not limited to flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling.

19. ENTRY OF THE UNIT BY THE UNIVERSITY: Resident agrees to permit the University to enter the apartment or residence hall for inspection purposes, and for any reason allowed by law, including the following:

- a. In case of emergency;
- b. To make necessary or agreed repairs, inspections, alterations or improvements, supply services required to maintain the building or to ensure compliance with health and safety regulations;
- c. When Resident has abandoned or surrendered the premises;
- d. To show a prospective resident; or
- e. Pursuant to a Court Order.

Except in cases of emergency, the University will give Resident twenty-four (24) hours' notice of planned entry. Resident agrees to waive the 24-hour notice requirement to allow University personnel to enter Resident's space in the apartment or residence hall during normal working hours when Resident has requested the service.

20. CONSTRUCTION AND RENOVATION: Major construction projects in and around the vicinity of the UC San Diego campus are scheduled throughout the year, including local governments' Light Rail Transit (LRT) construction projects, and new construction, remodeling or repair of UCSD academic, residential and dining facilities. Construction activities are expected to occur during normal daytime working hours, and will result in disturbances and disruptions, including, but not limited to, increased traffic, noise and dust in the areas surrounding the apartments, residence halls, and campus in general. There will be both planned and unplanned utility shutdowns in the apartments and residence halls. By signing this Contract, Resident agrees that he or she has been advised of said construction, and acknowledges that there will be disturbances and disruptions resulting from construction, and has agreed to such.

21. RENTERS INSURANCE: The University and its employees and agents assume no responsibility for the loss, theft, damage or destruction to Resident's personal property kept in Resident's assigned room or any location on the premises from any cause whatsoever. The University strongly recommends that Resident maintain personal property insurance. For detailed information regarding renters insurance specifically designed for UC San Diego renters, please visit <https://gradguard.com/school-search>.

22. MISSING PERSON NOTIFICATION POLICY: Students residing in on-campus housing have the option to identify individuals to be contacted by the University in the event the student is reported missing. The confidential contact information will be accessible only to authorized campus officials, and may not be disclosed except to law enforcement personnel in furtherance of a missing person investigation. If you would like to designate a confidential contact, visit the Residential Life Office. Please note that if a student is under 18 years of age and not emancipated, a custodial parent or guardian will be contacted in the event the student is reported missing, in addition to any confidential contact designated by the student.

23. BED BUG NOTICE AND INFORMATION ABOUT BED BUGS:

- a. A Resident shall not bring onto a property any personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident's guests.
- b. The Resident is responsible to promptly report findings or suspicion of bed bug infestation to the Customer Service Center at (858) 534-2600.
- c. Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length, and their color can vary from red and brown to copper colored. Young bed bugs are only about 1/16 of an inch in length, and 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.
- d. Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day and bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.
- e. 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.
- f. Common signs and symptoms of a possible bed bug infestation:
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, 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.

- g. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association at <http://www2.epa.gov/bedbugs> and <http://www.pestworld.org/all-things-bed-bugs/>.
- h. Residents are required under the law to cooperate with inspections and to provide requested information that is necessary to facilitate the detection and treatment of bed bugs by the pest control operator.
- i. Resident shall fulfill his or her responsibilities for unit preparation before any scheduled treatment, including management of personal belongings and furnishings as described in the pest control operator's treatment checklist.
- j. Residents must vacate the unit as required by the pest control operator for treatment purposes and shall not re-enter the unit until directed to do so.

24. NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at <http://www.meganslaw.ca.gov/>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides.

25. WAIVER OF BREACH: The waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt of the room and board payment with the knowledge of any violation of a covenant or condition of this Contract shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Contract.

26. BREACH OF CONTRACT: In the event that Resident breaches this Contract agreement, the University shall be allowed to exercise any and all remedies provided by California Civil Code Section 1951.2 and 1951.4.

27. UNENFORCEABLE TERMS OR CONDITIONS: If any provision in this Contract is found to be illegal, void or unenforceable by a Court of competent jurisdiction, the remaining provisions shall continue in effect.

28. INDEMNIFICATION AND ATTORNEY'S FEES: Resident 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 Resident and/or Resident's guest or invitee. The Resident agrees to pay all costs, including court costs and fees, and reasonable 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.

29. ADMINISTRATION: The Resident shall provide any notice required in this Contract to The Regents of the University of California, HDH Housing Administration, 9500 Gilman Drive, Mail Code 0382, La Jolla, CA 92093-0382, phone number (858) 534-4010.

30. CERTIFICATION: Resident certifies that statements made in connection with this Contract are true and correct and that the Resident has read, understands, and agrees to comply with the terms and conditions of this Contract. Any false statements made by Resident on this Contract or in connection with it will result in immediate cancellation or termination of this Contract.