

# University of California, Washington Center Residential Services Housing Contract 2009-2010 Academic Year

1. PARTIES:

The parties to this Contract are THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called "UNIVERSITY" and the undersigned RESIDENT.

2. ELIGIBILITY:

- A. The RESIDENT must be a regularly enrolled, full time, registered undergraduate or graduate student at a University of California campus and must reside in an apartment at the UC Washington Center during the term of this contract.
- B. Visiting Students (students from universities other than a University of California campus) are allowed on a space-permitted basis and must provide evidence of enrollment at another college or university with which the UC Washington Center has a contractual arrangement for provision of housing. Visiting Students pay all fees due under this Contract to their home institution that, in turn, provides payment to the UC Washington Center. A Visiting Student's eligibility to reside in the premises automatically terminates upon said student's withdrawal, graduation, or expulsion from his or her home institution or failure to be a regularly enrolled, full time undergraduate/graduate student at the home institution. The Visiting Student's home institution may make a written request to the Director or his/her designee for exception to this policy.

3. TERM OF RESIDENCY:

- A. The term of this contract shall commence on January 3, 2010 and expire at 1:00 p.m., (EST) on April 24, 2010. This contract must be completed, signed, and returned to your home campus program office by \_\_\_\_\_, 200\_\_.
- B. The RESIDENT may not occupy the premises prior or subsequent to the term of residency indicated in Section 3, Paragraph A above without the expressed written permission of the UC Washington Center Director or his/her designee or his or her designee.
- C. The RESIDENT agrees to vacate the premises by the expiration date and time referenced in Section 3, Item A above. If the RESIDENT fails to vacate the premises by the above referenced date and time, the RESIDENT will be assessed late charges in the amount of \$25.00 per each 15 minutes.

4. CONTRACT PAYMENTS:

- A. The RESIDENT shall be obligated to pay the UNIVERSITY in accordance with the payment provisions of this contract regardless of whether the RESIDENT takes occupancy of premises after the commencement of the term of residency or vacates the premises before the term of residency expires. A \$200 Security Deposit is required for non-UC Visiting Students and Education Abroad Program (EAP) students.

The total contract amount for a space in the UC Washington Center for UNDERGRADUATE students is \$ 3,778.00 (to be collected at the RESIDENT's home campus.) Rent is based on \$1,021.00 per month for a 30-day month and additional days will be pro-rated.

The total contract amount for a space in the UC Washington Center for GRADUATE students is \_\_\_\_\_ (to be collected according to established arrangements with the UNIVERSITY and the RESIDENT.) Rent is based on \$ \_\_\_\_\_ per month for a 30-day month and additional days will be pro-rated.

RESIDENT may make payment in full or according to the payment schedule as follows:

- First Payment of 1000.00, due Dec. 15, 2009
- Second Payment of 926.00, due Jan. 15, 2010
- Third Payment of 926.00, due Feb. 15, 2010
- Fourth Payment of 926.00, due Mar. 15, 2010

- B. Failure to make payments by the specified dates in section 4.A will result in administrative sanctions being placed on the RESIDENT'S present and future University records.

5. THE UNIVERSITY SHALL:

- A. Reserve an accommodation for the RESIDENT in the UC Washington Center only when the RESIDENT submits this Contract, properly executed, to the UC Washington Center no later than the due date on the first page of this Contract.
- B. Provide the RESIDENT with a furnished space in the UC Washington Center for the term of this Contract. Said furnishings include bedroom and living room furniture; television and clock radio; and kitchen appliances and utensils. The RESIDENT will be assigned to a double room (2-person occupancy).
- C. Provide RESIDENT with keys to his or her apartment/bedroom, a card key to the building, and a UC Washington Center ID Badge. RESIDENT agrees to not have keys copied and to not allow them to be used by anyone else. In addition, the RESIDENT will be liable for the replacement costs of apartment/bedroom keys, card key, and ID Badge as well as the costs for re-keying of the apartment/room in accordance with UC Washington Center policy in the event that keys or ID Badge

Assignment: _____ <small>(Official use only)</small>	Campus: _____ <small>M/I</small>
Name: _____ <small>Last</small>	Name: _____ <small>First</small>

become lost, stolen or are not returned. Apartment/room keys, card key, and ID Badge must be returned to the Residence Life Office when RESIDENT vacates the premises.

- D. Assign the RESIDENT to a specific room and reserve the sole right during the term of this Contract to reassign the RESIDENT to another apartment space, to assign roommates, to consolidate vacancies, or in order to make optimal use of available spaces or to make accommodations in compliance with the Americans with Disabilities Act.
- E. Provide gas, electricity, water, and access to the trash chute on every residential floor.
- F. Provide the RESIDENT shared use of a mailbox located on the 4<sup>th</sup> floor of the UC Washington Center.
- G. Provide a facility that is non-smoking for RESIDENTS and their guests.

6. **THE RESIDENT SHALL:**

- A. Pay rent to their home campus according to the schedule in section 4 of this contract.
- B. Upon move-in, inspect the premises, verify the accuracy of the Apartment Assessment Form, and return signed report to the UC Washington Center Residence Life Office by the date specified at Residential Orientation. Failure to complete and return such form within the time specified shall be deemed an acceptance of the accuracy of the Apartment Assessment Form and liability for any damage to the premises other than normal wear and tear incurred after the date RESIDENT was given the Apartment Assessment Form shall be assessed to the RESIDENT.
- C. Abide by the rules and regulations of the UC Washington Center set forth in the University of California Washington Center Residential Handbook, which is furnished separately and incorporated herein by reference, as well as comply with all applicable local and federal laws, the laws of the State of California, and the rules and policies of the UNIVERSITY.
- D. Use two-sided poster tape to affix posters and pictures to the walls. No other modifications or alterations to the apartment, its fixtures, furnishings, or equipment are permitted.
- E. Not assign or transfer this Contract or sublease any room or space to another or use it in any manner (e.g. to conduct business) other than a personal residence.
- F. Inform guests about the rules and regulations of the UC Washington Center, the UNIVERSITY'S rules and policies, and the provisions of this Contract. The RESIDENT may be held liable for the failure to abide by such rules, policies, and applicable law and/or for behavior of the guest(s) detrimental to the welfare of other RESIDENTS or the UC Washington Center premises.
- G. Maintain his or her person, room, apartment, and common areas in a clean, sanitary, and non-hazardous condition throughout the term of this Contract and leave the premises to which the RESIDENT is assigned in a clean and orderly condition at the termination of this Contract.
- H. Be responsible for any damage to the premises, its furnishings, and equipment (reasonable wear and tear excepted), and comply with all provisions of this Contract.

7. **TERMINATION BY UNIVERSITY:**

- A. The UNIVERSITY may terminate this contract at any time upon thirty (30) days notice of Termination of Tenancy.
- B. In the event the RESIDENT fails to pay rent when due or otherwise breaches any term of this Contract, the UNIVERSITY may serve a 3-day Pay Rent or Quit Notice, a 3-day Perform Covenant or Quit Notice, or a 3-day Notice to Quit, whichever is applicable, and the failure of the RESIDENT to comply with the terms of such notice will result in a procedure to evict the RESIDENT from the premises.

8. **TERMINATION BY RESIDENT:** This Contract shall terminate by virtue of the expiration of its fixed term. No termination prior to that time is allowed unless approved in writing by the Director or his/her designee of the UC Washington Center under the conditions enumerated in subsections 8a through 8b below.

- A. **Failure to take Occupancy:** The UNIVERSITY retains the right, at its sole discretion, to reassign another RESIDENT to the premises assigned to RESIDENT without relieving the RESIDENT of his or her obligation until such time that an actual replacement resident is secured and has commenced occupancy. In addition to any other rent and charges owed to the UNIVERSITY, the RESIDENT whose Contract is terminated pursuant to this section 8a shall be assessed a liquidated damages fee of \$200.
- B. **Termination after Occupancy:** In the event, the RESIDENT moves out or otherwise terminates this Contract prior to the end of the Term specified herein, the RESIDENT remains liable for rent and other fees owing under this Contract until the end of the Contract Term. In addition, the RESIDENT will be charged a liquidated damages fee of \$200 to cover the administrative costs to the UNIVERSITY in seeking a replacement RESIDENT, processing the necessary forms resulting from such early termination, and other costs, the actual damages for which are impracticable and/or extremely difficult to fix. RESIDENT hereby agrees that said liquidated charge is reasonable. In the event the UNIVERSITY secures a replacement resident who has taken occupancy before the end of the Contract Term, the RESIDENT may be excused from all or a portion of the outstanding rent and other fees owed under this Contract; however, the RESIDENT will not be exempt from the liquidated damages charges. Under exceptional circumstances, the liability of the RESIDENT for outstanding rent, fees, and liquidated damages may be waived by the UNIVERSITY provided a written request is made by the RESIDENT in a timely manner. No exception shall be valid unless and to the extent that the exception is made in writing by the Director or his/her designee.

9. **TERMINATION DATE:** The approved termination date shall be the date specified by the Director or his/her designee, but in no event will the date be effective prior to RESIDENT'S completion and submission of the required check-out forms and return of all keys to the Residence Life Office.

10. IT IS FURTHER AGREED THAT:

- A. The UNIVERSITY assumes no responsibility for and provides no insurance or financial protection for the RESIDENT'S personal property.
- B. The UNIVERSITY does not promise or guarantee assignments to any particular apartment or space. If, for any reason, the UNIVERSITY cannot deliver possession of an apartment or space to the RESIDENT, the UNIVERSITY shall not be liable to the RESIDENT for any loss or damage resulting from the UNIVERSITY'S delay or failure to deliver possession.
- C. The RESIDENT may make a written request to the Resident Manager to change apartments or spaces, but permission for such is at the UNIVERSITY'S sole discretion. The RESIDENT is liable for the rent of the vacated apartment/space (until the apartment/space is completely vacant and all assigned keys are returned), as well as the rent on the new room. The RESIDENT must complete the transfer within three (3) days. Moves not approved by the University are void and of no effect, and the UNIVERSITY may relocate the RESIDENT to his/her originally assigned premises and impose disciplinary action.
- D. UNIVERSITY personnel (including Building Management and/or contractors) may enter the RESIDENT'S apartment as allowed by law and during normal working hours for cleaning, inventory, repairs, service, and inspection, or as deemed necessary by the UC Washington Center upon 24 hours written notice. Said notice is not required in the event of any emergency, building evacuation, or abandonment of the apartment by either the RESIDENT or RESIDENT'S roommate(s). The RESIDENT agrees to waive the 24-hour written notice requirement to allow UNIVERSITY personnel to enter the RESIDENT'S premises during normal working hours when the RESIDENT has requested service and/or for routine, scheduled cleaning when the UNIVERSITY has informed the RESIDENT in writing of the approximate cleaning schedule, and at the discretion of the UNIVERSITY.
- E. A breach of this Contract by the RESIDENT may result in any or all of the following actions: disciplinary action, eviction proceedings, assessment of fees or damage/loss/cleaning charges, and action against the RESIDENT'S home campus.
- F. Violation of the UC Washington Center's rules and regulations or local, State of California, or federal law, or conduct that is otherwise detrimental to the RESIDENT or to the welfare of other residents, may be the basis for disciplinary action against the RESIDENT. Disciplinary action can include assessment of fees or damage charges, and/or termination of the Contract.
- G. The UNIVERSITY shall not be liable for providing accommodation to the RESIDENT if an assigned space is rendered uninhabitable due to circumstances beyond the reasonable control of the UNIVERSITY, including, but not limited to, "Acts of Nature" (e.g. flood, tornadoes, and unusual weather conditions).
- H. RESIDENTS are not permitted to have animals of any sort in the building at any time unless a written request for an exception has been submitted to and approved in writing by the Director or his/her designee.
- I. The RESIDENT agrees and understands that he or she is prohibited from maintaining, storing, or discharging any firearms on UC Washington Center property. The RESIDENT may not keep or permit to be kept in or about the premises any of the following: ammunition, fireworks, gasoline, naphtha, benzene, or any other chemicals that are toxic or explosive in nature.
- J. No modification of the terms and conditions of this Contract shall be effective unless given in writing by an authorized representative of the University with thirty (30) days' notice.
- K. The RESIDENT agrees to respect the rights of other residents and to behave in a manner conducive to a harmonious living environment as determined by the UNIVERSITY. The UNIVERSITY may terminate this contract if the RESIDENT demonstrates an ongoing inability to abide by the requirements of group living.
- L. The UNIVERSITY may terminate this contract without cause by serving the RESIDENT a Thirty (30) Day Notice of Termination of Tenancy.

11. CARE AND CONDITION OF PREMISES:

- A. **Repairs to Premises:** The RESIDENT may not make any repairs or correct any deficiencies in the premises either during the tenancy or at the end of the tenancy. The RESIDENT agrees to waive any rights the RESIDENT may have under California law to make any repairs or correct any deficiencies in the premises.
- B. **Toxic Mold:** Mold occurs naturally in the environment and there currently exists no federal law or state standards for permissible levels of mold. RESIDENT is required to take steps to control the growth of mold and mildew by keeping the premises clean and well ventilated, particularly while showering, bathing, or washing dishes or clothes. RESIDENT is required to notify the Residential Services Office and fill out a work order promptly regarding the existence of water leakage or overflow in or about the premises.

12. MEGAN'S LAW:

- A. The Washington D.C. Metropolitan Police Department maintains a publicly accessible web site listing Class A registered sex offenders as a service to the community. If you have questions about such sex offenders, you may access the information through <http://mpdc.dc.gov/serv/sor/sor.shtml> or calling (202) 727-4407. If you have questions about Class B and C registered sex offenders, you must inquire in person at 300 Indiana Avenue, NW, Washington, DC. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

13. GOVERNING LAW AND CERTIFICATION:

- A. The laws of the State of California shall govern this contract.
- B. By signing this Contract, the RESIDENT certifies that the above information is correct, that the Terms and Conditions of Residence in this contract have been read, understood, and agreed to, and that they are incorporated herein by reference; that this contract is for the entire term and that the signature appearing here is valid. It is understood that any misrepresentations or false statements appearing herein are material to this contract and constitute breach thereof. It is also understood that this contract does not constitute a contract until signed by the representative of the Regents of the University of California.

Name (Print): Last	First	Middle	Male <input type="checkbox"/>
Student's Legal Signature			Date
Current Address: Street Number	City	State	ZIP
			Telephone
Permanent Address: Street Number	City	State	ZIP
			Telephone
E-Mail Address	Graduation Date	Personal/Student ID Number	
Date of Birth	Home Campus		
Contact in Case of Emergency	Relationship (e.g., parent, sibling, etc.)	Telephone	

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OFFICE USE ONLY

The Regents of the University of California, Approved by:

Name (Print)	Title
Signature	Date

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