



RENTAL AGREEMENT FOR FAMILY STUDENT HOUSING
University of California, Berkeley
Housing and Dining Services
2610 Channing Way, Berkeley, CA 94720-2272

In order to confirm assignment to Family Student Housing at the University of California, Berkeley, this rental agreement must be completed and returned with a deposit and first full month's rent online at portal.housing.berkeley.edu.

NAME:
SID:
CLASSIFICATION:
BIRTHDATE:
EMAIL:
ENTRYID:

ADDRESS:

ROOM:
APARTMENT TYPE:
LOCATION:

MONTHLY RENT:
SECURITY DEPOSIT:
RENTAL AGREEMENT START DATE:
OCCUPANCY LIMIT: see items 3 and 4 of Rental Agreement
RENTAL AGREEMENT NUMBER:

DEADLINE TO ACCEPT ONLINE (PAY SECURITY DEPOSIT + 1st MONTH'S RENT):
PAYMENT TOTAL (SECURITY DEPOSIT + 1st MONTH'S RENT)

OTHER OCCUPANTS: (see items 2 and 8 of Rental Agreement):

Name - Relationship - Birthdate

I hereby acknowledge receipt of the "Guide to Living in Family Student Housing" (http://www.housing.berkeley.edu/housing/family/Family_Housing_guide.pdf) which is incorporated into this Agreement by reference. The undersigned and the University hereby agree to all the terms of this Rental Agreement. It is further agreed that the undersigned's spouse/partner and all other occupants will be bound equally by the terms of this agreement.

RESIDENT'S SIGNATURE _____ DATE _____

SPOUSE'S/PARTNER'S SIGNATURE _____ DATE _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
 By _____ DATE _____

1. RENT – The undersigned agree to return this signed rental agreement with a \$250.00 deposit and \$«RoomRateAmount» for an advance payment of one month's rent effective «CheckInDateActual». The advance rent paid with this rental agreement will apply to rent due following the effective date of the Agreement. For periods of occupancy within any calendar month, but less than the complete calendar month, the rent shall be pro-rated for each day of occupancy. Rent is due on the first day of the calendar month, financial "holds" will be assessed after 10 days past due, and late payment penalties are assessed at the rate of \$25 monthly on accounts with a delinquent balance of \$50 or greater. Late fees will continue to be assessed every 30 days and are due the day after they have been assessed. No more than one late fee will be assessed in a 30 day period. Once a student account becomes past due and late fees are assessed you must pay past due charges and late fees to bring the account current. Campus Solutions (CS) will bill the undersigned for rent and undersigned can assess their bill and pay via CalCentral.berkeley.edu. If the undersigned failed to pay rent when due, the Regents of the University of California ("University") may take one or more of the following actions: lapsing student status, placing a hold on registration, withholding the issuance of transcripts, serving a three-day notice to pay rent or quit, or a termination notice to vacate apartment. Rent for postdoctoral fellows is billed via Berkeley Financial System (BFS). Your rent invoice will be mailed to your residential address, unless you have signed up for online billing access at ebill.berkeley.edu.

The University may, upon thirty (30) days' written notice raise the monthly rent or change any terms of this Agreement. Rent increases are implemented on July 1 prior to the following academic year.

If for any reason, the University cannot deliver possession of the premises to the undersigned, the University shall not be liable for any loss or damage from the University's delay or failure to deliver possession. Should the undersigned not take occupancy of the premises, the undersigned will be responsible for paying the rent until the premises are rented or 30 days thereafter.

The deposit and advance rent will be refunded prior to occupancy of the assigned apartment only if this application is not accepted, or unavoidable circumstances arise over which, in the judgment of the University of California, Berkeley, Cal Housing Office, the undersigned has no control, and/or which prevent enrollment at the University of California, Berkeley.

2. ELIGIBILITY – The undersigned agree that the accommodations granted them as a result of this Agreement shall be used only by the eligible resident and their family member(s). The eligible resident must be a registered UC Berkeley undergraduate or graduate student. **PhD students appointed as postdoctoral fellows will not be eligible for continuance and must vacate per graduation.**

Students must be registered during each session of the academic year. For purposes of this Agreement, the academic year is defined in the official University calendar. If the undersigned student withdraws or fails to retain their status as a registered student, the undersigned's occupancy shall be terminated.

Postdoctoral fellows must have an appointment with the University of California, Berkeley. Postdoctoral fellow applicants are offered apartments only when there are no students on the wait list. Eligibility is detailed at https://housing.berkeley.edu/stufam_elig.

All occupants must be listed on the Agreement. For eligibility to continue, all adults listed as occupants on the Agreement must reside in the apartment on a full-time basis and all children for a minimum of 50% of the time. Any change in the number of occupants from those listed on this Agreement shall be reported to the Housing Office within five (5) days of its occurrence. A change in the number of occupants is subject to approval by the Housing Office of the University of California, Berkeley.

3. OCCUPANCY LIMIT – «CheckOutDateActual» Residents are eligible to live in University Family Student Housing as follows, provided all other terms of this agreement are met:

- Undergraduate students – five (5) years
- Graduate students – six (6) years
- Postdoctoral Fellows– a minimum of one year with tenancy expiration on June 30 of the following year, **or** until the appointment end date, whichever occurs first

4. TERMINATION - a. By the University - The University may terminate this Agreement and all attendant rights of occupancy upon thirty days notice to the undersigned. The undersigned may be subject to a three-day notice to perform covenant or quit or a three-day notice to quit under any of the following conditions:
- (1) Undersigned ceases to be a registered student as a result of graduation, transfer, withdrawal, or dismissal.
 - (2) In case of violation of the terms of this Agreement, or University, or University Family Student Housing rules and regulations, or if the undersigned is found guilty of misconduct.
 - (3) Failure to make required payments when due.

By Undersigned - The undersigned agree to file the Intent to Vacate form at least thirty (30) days prior to vacating, and that, if for any reason the apartment is vacated before the end of the thirty (30) day period, they will continue to be responsible for the payment of the rent for thirty (30) days following the date of the notice.

The Intent-to-Vacate form is available at: http://www.housing.berkeley.edu/housing/family/intent_to_vacate.pdf

The undersigned agree, after the Intent to Vacate form has been filed, to allow the University representative to show the apartment to any prospective tenant(s) on 24 hours notice.


Undersigned completing his/her academic work must file the Intent to Vacate notice thirty (30) days prior to the end of the academic term in which they will complete their work. Undersigned completing his/her academic work in the Fall semester must file by **January 1**.

Undersigned completing their academic work in the Spring semester must file by **June 1**. Undersigned completing his/her academic work during summer must file by **August 1**.

5. LIABILITY - The undersigned agree that the University is not liable for loss, damage, fire or theft of personal property during undersigned's occupancy of premises from any cause unless such loss, damage, fire or theft results from the negligent acts or omissions of University, its officers, employees, or agents. The University does not assume any liability for articles left on the premises when undersigned vacates.

The undersigned are responsible for any damage to the apartment or its equipment, and for maintaining the apartment in a safe and sanitary manner.

The undersigned will be given an Apartment Condition Report at the time of occupancy. The undersigned will compare the actual condition of the apartment with that of the Report, and note discrepancies, if any. Unless the Report is returned to the Business Office within three (3) days of occupancy, with exceptions properly noted, it will be assumed that the apartment and its contents are in proper condition, and will reflect such on the Apartment Condition Report. Upon termination of Agreement, or upon vacating the apartment for any other reason, the undersigned shall be liable only for restoration of premises to the same condition it was at the time of occupancy, except for reasonable wear and tear.

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6. TRANSFER - Transfer from one apartment to another in Family Student Housing can be effected only upon written approval from the Assignments Office. In case of transfer, the undersigned continues to be liable for rent until the apartment is completely vacant and all keys are returned to the Business Office in the Family Student Housing complex. If restoration of the apartment is necessary beyond normal wear and tear before the next occupant can move in, an additional maintenance charge will be assessed.

Transfer eligibility and information can be found at this link https://housing.berkeley.edu/stufam_waitlist.

7. PETS - No pets are permitted on or near the premises, except for fish in tanks and caged birds. The undersigned, their dependents or guests are not permitted to feed and/or harbor any animals. Violation of this prohibition will result in termination of tenancy. Students with disabilities can learn about the procedure for requesting an accommodation animal as an exception to the Residential Pet Policy at this link <https://housing.berkeley.edu/students-disabilities>.


Initial

8. RIGHT OF ENTRY - The undersigned agree that the University may enter the apartment to conduct safety checks and to conduct an annual inspection of the premises, to conduct an inspection prior to the undersigned's move out, and for any other reason allowed by law. Twenty-four (24) hours notice will be given to the undersigned of the University's intent to enter the apartment, except in cases of emergency or when the undersigned have abandoned or surrendered the premises.

9. USE OF APARTMENT -The undersigned agree to the maximum occupancy of three (3) persons to reside in a one-bedroom apartment. The undersigned agree that persons other than those listed on this Agreement shall not occupy premises as permanent residents. The undersigned may have occasional overnight and weekend guests. The undersigned are responsible for the conduct of their guests.

10. NONWAIVER CLAUSE - Any waiver or non-enforcement by the University of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this agreement. Acceptance by the University of any rental payment after undersigned's breach of any provision of this rental agreement shall not be deemed a waiver of such provisions or any prior or subsequent breach of any provision, other than undersigned's failure to make timely payment of the rental installment so accepted, whether or not the University knew of the prior breach when rent was accepted.

11. UTILITIES - The University shall provide gas, electricity, water, and refuse collection services, with the following noted exceptions. The University is not responsible or liable for disruption of any provisional services. All other utilities, including telephone services, shall be provided by the undersigned. The following may not be installed and/or operated in apartments: air conditioners, portable dishwashers, washers, dryers, freezers, or refrigerators (other than the refrigerator provided in the apartment).

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12. CONDEMNATION - The undersigned agree that if said property is condemned, the University will terminate the agreement and refund all deposits due the undersigned, and the University shall not be liable for any costs or damages suffered by the undersigned as a result of condemnation.

13. SUBLEASE - The undersigned agree that their rights under this written Agreement are not assignable and the apartment may be subleased only to eligible families by prior agreement with the Assignments Office, during summer i.e. June to August if the Undersigned continues to meet eligibility requirements for residency in Family Student Housing.

Initial

Unauthorized short-term subleases of any portion of, or the entirety of, a housing unit (or a parking space) are prohibited and constitute a breach of this Agreement that may result in immediate eviction. This probation on short-term subleasing applies to soliciting arrangements facilitated by services including but not limited to Airbnb, Homeaway, VRBO and Craigslist. Acceptance of any portion of a rent payment from any person other than a Permitted Occupant is also an unpermitted sublease that constitutes a breach of this Agreement and may result in immediate eviction. Any advertisement of published offer to engage in subleasing or short-term rental or short-term subleasing is also prohibited and constitutes a breach of this Agreement that may result in immediate eviction, including without limitation listing a unit, any portion thereof, or a parking space as available for occupancy on sites that facilitate such arrangements such as Airbnb, Homeaway, VRBO and Craigslist.

14. BUSINESS - Business or commercial activities are prohibited on University property or in leased premises.

15. NOISE - None of the occupants or their guests shall make any disturbing noise, operate any mechanical, musical, or electrical equipment at such time or such volume, or in a manner that will interfere with the rights and comfort of other tenants. Quiet shall be maintained between the hours of 10:00 pm and 8:00 am on week nights, and between midnight and 8:00 am on weekends.

Pianos are only allowed in first floor apartments.

16. MISREPRESENTATION - Any false statements made on this Agreement will result in immediate termination of agreement.

17. CHILDREN - The undersigned agree to be responsible for the actions of their children and for their supervision in order to prevent harm to them and/or others or damage to property. The undersigned are financially responsible for the actions of their children.

18. FLAMMABLES - The undersigned agree not to keep or permit to be kept in or about the premises: ammunition, fireworks, gasoline, naphtha, benzine, or any other chemicals or items that are toxic or explosive in nature. Undersigned agree not to park motorized vehicles including, but not limited to, automobiles, mopeds or motorcycles inside or within ten feet of a building.

19. FIREARMS - The undersigned agree not to bring weapons of any kind, B.B. guns, pellet guns, air guns, or slingshots, loaded or unloaded, onto any University property. It is unlawful to bring firearms, whether loaded or unloaded, onto University property under section 626.9 of the California Penal Code.

20. **RELOCATION BY UNIVERSITY** - The University reserves the right to relocate undersigned to a comparable type of apartment at a comparable rent upon thirty (30) days written notice. Such relocation may be necessary in order to resolve disputes between neighbors, but relocation is not limited to such instances. The University may require a Resident to move to a different housing unit for reasons such as, but not limited to, i) maintenance or closure of an area, ii) changes of use in space, iii) crisis, safety or emergency situations, iv) student conduct violations, and v) occupancy management needs. Non-traditional single students may be assigned together in the same housing unit, although the University generally makes reasonable efforts to avoid such an assignment.
21. **DAMAGES** - The undersigned agree to pay for any damages resulting from tenant neglect, including, but not limited to fire and water damage. Charges for damages and/or other miscellaneous charges to the apartment during occupancy will be billed to the undersigned, and are due on the first day of the month, and considered delinquent after the 15th day.
22. **DEPOSITS** - The \$250.00 deposit referred to in section #1 of the Agreement is a deposit to secure payment of the undersigned's obligations under this Agreement. Said deposit will be refunded upon termination of this Agreement after deduction for any of the following: default in payment of rent; any loss or damage to the apartment or its furnishings; and for any necessary cleaning of the apartment beyond normal wear and tear.
23. **CHECK-OUT** - The undersigned is responsible for the apartment, including payment of rent, until check-out procedures have been completed (Intent to Vacate notice filed, account paid, apartment cleaned, forwarding address given, move-out inspection completed and keys returned to the Business Office in the Family Student Housing complex).
24. **ABANDONMENT** - Upon termination of the Agreement, the undersigned agree to surrender the premises to the University and to remove all personal property. Any property left in the apartment shall be deemed abandoned and the University may take possession of and use or dispose of such property as allowed by law, and is hereby relieved of all liability for doing so. The University may re-enter and take possession of the apartment if it determines that it has been abandoned.
25. **LIQUIDATED DAMAGES** - In the event the University prepares and has served a Summons and Complaint and the University and the undersigned subsequently resolve their differences and the University allows the undersigned to continue to reside in the premises, the undersigned agree to pay the University liquidated damages in the amount of \$75 to cover the administrative costs involved in the preparation of the Summons and Complaint in addition to such costs for service as are actually incurred.

Following any Event of Default/unlawful detainer proceedings, the University may exercise any and all legal and/or equitable rights against the Resident, including without limitation the right to recover all damages resulting for such Event of Default. The Resident hereby expressly acknowledges and agrees that any sums owing to the University by the Resident as a result of any Event of Default by the Resident may in the University's discretion, be billed to the Resident's CARS account, which shall be subject to payment on such terms and conditions as are generally established by the University, or billed directly to the Resident.

26. **SMOKE DETECTORS** - Undersigned agree not to dismantle the smoke detector, remove its battery, cover, or tamper with it, and to report to the Maintenance Office any malfunctions.
27. **DEAD BOLTS** - Installation of additional dead-bolts or locks/chains on apartment doors is prohibited.
28. **TELEPHONE WIRING** - Pursuant to Civil Code section 1941.4, the University is responsible for installing one usable telephone jack and for placing and maintaining the inside telephone wiring in good working order in residential dwellings. The undersigned remains responsible for the telephone and wiring between the telephone and the telephone jack. If there is a problem with telephone service, the undersigned must first determine that the problem is not in the telephone or the wiring running to the telephone jack. Once it is determined that the problem is not in either the telephone or wiring, the undersigned is required to notify the University in writing and then arrange for any necessary repair with their telephone carrier. The actual bill must be presented to the office and the undersigned's University rental account will be credited for the cost of the repair. If the undersigned does not report such problems to the University in advance or does not acquire prior approval from the manager, and incurs a cost for repair, the University shall not be liable for reimbursement to the undersigned for costs incurred for such repair.
29. **GENERAL PROVISIONS** - The undersigned certify that the statements on this Agreement are correct, and agree to comply with the terms and conditions of the contract incorporated herein; the rules and regulations pertaining to Family Student Housing occupancy attached hereto; the University regulations regarding standards of conduct; and State and other applicable laws.

The University annually reviews current eligibility and conduct compliance. The undersigned will be subject to a termination notice after the first year of occupancy should the undersigned fail to adhere to eligibility requirements and/or fail to adhere to housing rules and regulations.

Non-student tenants are responsible for adhering to the residential policies and expectations set forth in the Residential Conduct Code. Although the code is intended for registered students, all non-student residents listed in the rental agreement are equally bound to the policies.

Failure to comply with the terms and conditions of this Agreement, and/or rules and regulations of occupancy, and/or University regulations regarding standards of conduct as they presently exist and are subsequently amended or modified, may result in forfeiture of right to occupancy of premises. Appropriate action will be instituted to terminate the Agreement, remove undersigned from the premises, and grant the University possession and damages for breach of said terms and conditions, including the rules and regulations.

The University retains the right to refuse assignment to persons who have been evicted from Family Student Housing or have previously breached a University rental agreement.