

Garden Village Apartment Lease Agreement
Terms & Conditions of Residence
Residential and Student Service Programs
University of California, Berkeley
Garden Village Apartments
2201 Dwight Way
Berkeley, CA 94704

Resident Name: «Entry_EntryID_Name»
Email: «Email»
SID: «ID1»
EntryID: «EntryID»

Room: «Description2»
Apartment Type: «Description1»
Location: «Description»
Address: «Street»
 «City», «StateProvince» «ZipPostcode»
Monthly Rent: \$«CustomString1»
Security Deposit: \$250.00
Lease Start Date: «CheckInDateActual»
Lease End Date: «CheckOutDateActual»
Lease Number: «BookingID»

Lease return due date: «Blank_Date»
Amount due with lease acceptance: \$250.00

1.Term: This is a legally binding Lease Agreement (*Lease*), made between:

The Regents of the University of California, hereafter referred to as the *University*

AND

«Entry_EntryID_Name», the Resident, hereafter referred to as the *Resident*.

The agreement is for a Garden Village apartment located at 2100 Dwight Way, Berkeley, CA 94704 beginning on the Lease start date of **«CheckInDateActual»** and expiring on the Lease end date of **«CheckOutDateActual»**. The Resident will be financially responsible for the rent beginning on the Lease start date indicated above. The Resident shall vacate the facility by the check-out date or expiration date of the Lease.

2. Rent: The Resident shall pay the University monthly rent in the amount indicated above. The Resident will be billed by Campus Solutions (CS) and payment can be made via Cal Central. Rent is due on the 1st and considered delinquent after the 10th. Consequences of late payment may include late fees, registration/transcript holds and escalated collection efforts, up to and including eviction. The University may, upon thirty (30) days' written notice, change any terms of this Lease. Rent is subject to an annual increase effective August 1.

3. Security Deposit: A \$250 security deposit and the first month's rent are due upon acceptance of this Lease and prior to occupancy. The first month's rent may be deferred by exception (see Acceptance Step). Said deposit will be refunded upon termination of this Lease after deduction for any of the following: default in payment

of rent; any loss or damage to the apartment or its furnishings; any necessary cleaning of the apartment; and for any other reason allowed by law.

4. Utilities: The University provides utilities, water and refuse collection service but cannot assume responsibility for disruption of these services. High speed internet is also provided.

5. Eligibility: The Resident is eligible to rent the room referenced herein only if s/he is and remains a full-time, registered student at the University of California, Berkeley, during the academic year referenced in this Lease or maintains approved affiliate status. For purposes of this Lease, the academic year is defined by the official University calendar. If the Resident withdraws or fails to retain registered student status at the University of California, Berkeley, during the academic year, the Resident shall not be eligible to occupy the premises.

6. Liability: If for any reason the University cannot deliver possession of the premises to the Resident, the University shall not be liable for any loss or damage from the University's delay or failure to deliver the premises. Additionally, the Resident agrees that the University does not assume liability for loss, damage, fire or theft of personal property from any cause, or for any articles left on the premises when Resident vacates. The Resident is responsible for any damage to the apartment and for maintaining the apartment in a safe and sanitary manner. The Resident is encouraged to insure his/her personal property against fire and theft.

7. Right of Entry: The Resident agrees that the University may enter the apartment after reasonable notice for the purposes of conducting safety checks, performing maintenance, conducting an annual inspection of the premises, and for any other reason allowed by law. Entry may be made at any time without notice to the Resident in the event of any emergency, when the Resident has requested maintenance services, or when the Resident has abandoned or surrendered the premises. In the event the Resident is vacating the apartment, the Resident will permit the University to show the apartment to prospective tenants upon twenty-four (24) hours notice.

8. Use of Apartment: The Resident agrees that no other person(s) shall occupy the space leased to the Resident hereunder. Maximum occupancy of each rented space within a shared apartment is designated as one (1). The Resident may have occasional guests and is responsible for the conduct of the guests. Business or commercial activities are prohibited on University property or in leased premises. Please refer to the guest policy in the Residential Code of Conduct: <http://reslife.berkeley.edu/conduct/residential-code-conduct/section-a#quest>.

9. Care of Apartment: The Resident agrees to immediately notify Housing personnel of any defects or dangerous conditions in and about the premises of which s/he has become aware and cooperate with the University in the care and maintenance of the buildings and grounds. Resident shall not make or attempt to make any repairs or alterations.

10. Pets: Tenants are not permitted to harbor pets on the premises. Properly trained and approved service animals needed to provide assistance to disabled tenants and fish in tanks not exceeding twenty (20) gallons are excepted. Service animals must be approved in advance; for information on process and request form, please to the housing website: <http://housing2.berkeley.edu/forms>. If the Resident is suspected of having an unauthorized pet on the premises, a written notice will be served for removal of the pet and to allow inspection of the premises by Housing staff to verify removal. Failure to comply with either may result in eviction proceedings.

11. Subleasing not Permitted: Unauthorized short-term subleases of any portion of, or the entirety of, a housing unit 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, as available for occupancy on sites that facilitate such arrangements such as Airbnb, Homeaway, VRBO and Craigslist.

12. Smoking and Smoke Detectors: Resident agrees not to dismantle or tamper the smoke detector and or carbon monoxide detector and to report any malfunctions to the Garden Village office. Smoking is prohibited in the Garden Village Apartment complex. Smoking is not permitted inside any facility owned or leased by the University of California, Berkeley, regardless of location. Smoking is not permitted in any outdoor campus facility used for spectator sports, meetings, entertainment, dining, or designated children's play areas. Smoking is permitted outdoors except within 25 feet from campus building entrances, exits, operable windows, or air intake vents. See full policy here: <http://reslife.berkeley.edu/conduct/residential-code-conduct/section-a#products>.

13. Locks and Keys: Installation of additional deadbolts or locks/chains on apartment doors is prohibited. If a key is lost, the Resident will be charged for the rekeying of the premises.

14. Excessive Lockout: Each resident may receive four lockouts per academic year. Additional lockouts are considered excessive and may be subject to a \$25 service fee per lockout.

15. Nonwaiver Clause: Any waiver or non-enforcement by the University of any term or condition of this Lease shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Lease. 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 installments so accepted, whether or not the University knew of the prior breach when rent was accepted.

16. Condemnation: The Resident agrees 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 Resident as a result of condemnation.

17. Noise: Neither Resident nor 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 11:00pm and 8:00am Sunday-Thursday, and between 1:00am and 10:00am Friday - Saturday.

18. Flammables: The Resident agrees not to keep, or permit to be kept, in or about the premises any chemicals or items that create an open flame and/or are toxic or explosive in nature (this includes halogen lamps, decorative string lights, candles, and incense).

19. Firearms: The Resident agrees to comply with University policy which states that firearms are not allowed on University property, and acknowledges that California Penal Code section 626.9 prohibits the possession of firearms on University of California property.

20. Relocation by the University: The University reserves the right to relocate the Resident to another apartment upon thirty (30) days written notice.

21. Lease Termination by the University: The Resident 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:

- a. ceasing to maintain registered student status.
- b. allowing unauthorized guests on premises.
- c. allowing pets on the premises.
- d. failing to pay rent promptly.
- e. violating any other terms or conditions of the Lease.

22. Lease Termination by the Resident: Lease termination by the Resident, with thirty (30) days minimum written prior notice, will be approved for the following reasons:

- a. UCB non-student status, withdrawal or termination of UCB affiliate status by Resident.
- b. Marriage of the Resident subsequent to the Lease acceptance.
- c. Pregnancy with verifiable documentation.
- d. An eligible resident/replacement signs and accepts the Lease agreement.

The Resident may request Lease termination, however the University, in its sole discretion, will determine whether this Lease may be terminated. For cancellation requests due to withdrawal, marriage or pregnancy, accompanying documentation will be required. Cancellation requests from eligible Residents will only be approved when an eligible replacement accepts and signs a Lease for the resident's space. Once the housing waiting list is exhausted, the chances of contract cancellation are slight.

23. Damages: The Resident agrees to pay for any damages resulting from 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 10th day.

24. Liquidated Damages: In the event the University prepares and has served a Summons and Complaint and the University and the Resident subsequently resolve their differences and the University allows the Resident to continue to reside in the premises, the Resident agrees 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 services as are actually incurred.

25. Abandonment: Upon termination of the Lease, the Resident agrees 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.

26. Rental Insurance: The University of California recommends that students consider purchasing renters insurance if living away from home. Renters insurance is not mandatory, and may be purchased from any source. As a service to assist students who wish to acquire renters insurance, the University of California has partnered with GradGuard to provide a renters insurance option for UC students to shop for coverage directly. To learn more or sign up for renters insurance today, please visit gradguard.com/berkeley.

27. General Provisions: The Resident must be a regularly enrolled student, as defined by the Office of the Registrar at the University of California, Berkeley or a member of an approved affiliate group. In addition to the University Policies and Regulations, residential community members are also responsible for adhering to Residential Conduct Policies. The Department of Residential and Student Service Programs has been granted authority by the Campus Life and Leadership to adjudicate violations of the Residential Conduct Policies as stated in The Residential Code of Conduct which is incorporated herein by reference. The Residential Code of Conduct is available online at

<http://reslife.berkeley.edu/conduct/residential-code-conduct>

Residents are accountable for adhering to residential conduct policies within all property of the University of California deemed as residential living facilities, including residence halls, apartments, dining commons, unit administrative buildings, and contiguous areas, unless otherwise noted in a specific policy. Please refer to The Residential Code of Conduct as it outlines actions that are prohibited.

The Resident has read and agrees to the terms and conditions of this Lease Agreement. The Resident hereby acknowledges that clicking "I agree", is the equivalent of your electronic signature. Your acceptance (clicking "I agree") of this contract and electronic signature is legally binding and replaces the process of signing a paper copy of this agreement.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA



Dana Bache

Associate Director, Cal Housing Assignments

Representative of The Regents of the University of California

RESIDENT

Resident Name: «Entry_EntryID_Name»

Lease Number: «BookingID»

Resident Email: «Email»