



Wada, Martinez Commons, Garden Village,
New Sequoia, & Channing-Bowditch Apartments

IMPORTANT INSTRUCTIONS

Please read carefully

The University of California, Berkeley Residence Hall contract shows the unit and room occupancy type to which you have been assigned. This assignment was given to you on the basis of your application and the openings available at the time of the assignment. If you are not interested in this offer, and you do not accept the contract online by the specified deadline, your assignment and application will be **CANCELLED** and your name will be removed from the waiting list.

If you plan to accept this assignment, please read the following instructions carefully before accepting your offer online. This contract is not notification of your admission to the University of California, Berkeley.

A. APARTMENT CONTRACT

Your contract is a **BINDING LEGAL DOCUMENT**. Please be sure that you read and fully understand the contract which includes these "Terms and Conditions of Residence" and the *Residential Code of Conduct* prior to accepting. The *Residential Code of Conduct* is available online at: reslife.berkeley.edu/conduct/residential-code-conduct.

B. STUDENTS OVER 18 YEARS OF AGE ONLINE ACCEPTANCE

Students over 18 years of age may accept their housing contracts online and pay the \$300 advance payment by credit card.

C. STUDENTS UNDER 18 YEARS OF AGE

Students under 18 must have a parent or legal guardian accept their housing contracts. Your parent or legal guardian will be required to provide their name, address, and relationship to the contract holder. The parent or legal guardian will be required to agree to and accept the terms of the contract.

D. FINANCIAL AID STUDENT RECIPIENTS

The advance payment is due prior to the distribution of financial aid payments. If you are a financial aid recipient and are unable to pay the full advance payment of \$300, you may call the Cal Housing Assignments Office at 510.642.4108 to request an exception or smaller advance payment. If you do not make the full advance payment or partial payment by the contract deadline, your contract will be cancelled and you will be removed from the waiting list.

PLEASE NOTE that if you are a financial aid recipient, apartment residents living in Channing-Bowditch, Martinez Commons, Garden Village, New Sequoia and Wada are only eligible for the living in an on-campus apartment financial aid student budget, which is lower than the on-campus residence hall budget. For more information, go to: financialaid.berkeley.edu/cost-attendance

Wada, Martinez Commons, Garden Village,
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The Fall and Spring Semesters 2017-2018, as defined by the official University Academic Calendar for graduate and undergraduate students shall constitute the period of residence, except for the semester break period listed below. Room and board fees are based upon the official University Academic Calendar. All residence halls will remain open for the Thanksgiving holiday and the Spring recess without dining service. Residence hall contracts signed for the Spring Semester shall be in effect for that semester only.

2. SEMESTER BREAK

All apartment buildings will remain open for the winter break and room rates are inclusive of occupancy during this time period.

3. PAYMENTS

The \$300 advance payment must be submitted when you complete your room and board contract. The balance of the annual room and board fee may be paid in a lump sum prior to occupancy, or in monthly installments. Installment payments are due every month from August 2017 through May 2018. Five housing installments for each semester will be shown on Cal Central in My Finances. Your account will indicate the specific date your payment is due. It is your responsibility to ensure that payments are received by the Campus Billing and Payment Office on time or you will be subject to late fines and other sanctions. These late fines and other sanctions will be shown on your Cal Central. Fees will also be assessed for any returned checks, and you are liable under Civil Code section 1719 for triple the amount of the check (a minimum of \$100 and a maximum of \$1,500) if you have not provided funds necessary to cover the check within 30 days following a written demand.

You are responsible for monitoring charges on your student account and ensuring payments are made in a timely manner. Note, charges on your student account may have different due dates. Do not assume all charges are due at the same time. Payments made to your student account will apply to the oldest invoices first. If you have past due charges, payments will apply to these charges and will not be redirected to pay newer charges.

Any additional miscellaneous charges, which include damage or key replacement charges that may accrue on your account during a given month are payable in the following

month. These charges will appear on Cal Central. It is your responsibility to pay any charges that you incur. The same deadlines, service charges, and penalties apply to delinquent accounts as detailed above.

If your account becomes delinquent, it may be referred for collection with the assessment of collection costs, late fees, and any additional legal costs incurred in collecting the outstanding balance. Notwithstanding any referral to a collection agency, the University retains the right to serve any resident with a Three-Day Notice to Perform Covenant or Quit. In the event that you do not pay the required room and board fees by the established deadline, your contract may be cancelled.

Should your account become delinquent, action will be taken to lapse your status, block registration, withhold the issuance of transcripts, and/or withhold meal service. If meal service is withheld, you will not receive a refund for missed meals due to sanctions. To prevent such sanctions, you should contact the Cal Student Central at 510.664.9181 prior to the payment deadline. According to Federal policy, residents withdrawing from the University who are entitled to a housing refund may have a portion of the refund deducted from their refund check if they received any Federal Financial Assistance. The funds deducted from the refund will be returned to the granting agency.

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.

4. FEES

In case of late occupancy, the room and board fee will be adjusted proportionately to the date when you actually move in, provided that the delayed occupancy has been approved in writing by Cal Housing Assignments Office. There will be no refund if cancellation of the residence hall contract occurs after December 1 for Fall Semester and May 1 for Spring Semester.

The residence hall rates include a \$45 nonrefundable fee. A portion of each fee is allocated to the Residence Hall Assembly and the balance is distributed to each hall association. Each hall association reserves some monies to cover the repair

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of damages in the common areas caused by residents or residents' guests. Damage charges in excess of the reserved amount shall also be billed to the hall association where individual liability cannot be established. Remaining funds will be used for activities, programs and/or improvements in each residence hall. For Spring Semester only contracts, the nonrefundable fee is \$23.

The University reserves the right to change the fees for room and board, provided the announcement is made 30 days prior to the beginning of the academic year. An increase in fees may not exceed 5 percent of the fees quoted for residence halls for the Fall and Spring Semesters 2017-2018.

The advance payment, August, September, October, November and December payments cover the cost of residence for the Fall Semester as defined in the official University Academic Calendar. The January, February, March, April and May payments cover the cost of residence for the Spring Semester as defined in the foregoing calendar.

5. LIQUIDATED DAMAGES

Liquidated damages are imposed under certain conditions as set forth elsewhere in these "Terms and Conditions of Residence". The resident agrees that the noted liquidated damages are reasonable and are presumed to be the amount of damage sustained by the University because it is impracticable or extremely difficult to fix the actual damage.

6. TRANSFERS

Residents who wish to transfer from one room or residence hall to another may submit a written transfer request to the Cal Housing Assignments Office. Upon written approval by the Cal Housing Assignments Office, transfers shall be made on a space available basis. In the case that there is a vacancy in a residence hall room, the University may release the current resident(s)' name, phone number, and email to a prospective resident, in order to facilitate proper notification of a new resident entering the room and to ensure a successful roommate match.

7. CANCELLATION OF RESIDENCE HALL CONTRACT

A. Contract Cancellation • By Student

Housing Contract cancellation is not guaranteed and is contingent on an eligible replacement accepting your housing contract. Contract holders and residents requesting cancellation

shall continue to be liable for room and board fees until an eligible replacement is found and/or the request is approved by the Cal Housing Assignments Office in writing. If an eligible replacement is not found, the contract holder or resident is financially responsible for the entire balance of the contract. Exceptions to the policy and approved reasons for contract cancellation include:

1. Revoked admission, withdrawal, graduation before end of academic year, dismissal, or leave of absence from the University for verified academic or medical reasons with appropriate documentation.

2. Marriage after execution of the residence hall contract and upon presentation of the marriage certificate to the Cal Housing Assignments Office.

All requests for cancellation of a residence hall contract **MUST BE SUBMITTED IN WRITING TO THE CAL HOUSING ASSIGNMENTS OFFICE ON THE "RESIDENCE HALL CONTRACT CANCELLATION REQUEST" FORM.** This form is available at the Cal Housing Assignments Office located at 2610 Channing Way or at housing.berkeley.edu.

In the event of contract cancellation approval, the effective cancellation date will be the date of the University approval. Once a replacement is found, and/or the request for cancellation is approved, a Contract Cancellation Fee will be imposed as liquidated damages, and will be included in the billing statement. A \$150 contract cancellation fee will be imposed if the cancellation approval date is prior to occupancy and a \$300 contract cancellation fee will be imposed for cancellation approved subsequent to occupancy. The resident agrees that this fee is reasonable and is to cover estimated University damages, which are difficult or impractical to determine. The liquidated damages charge shall be in addition to the prorated room and board fees for which the resident will remain liable until a replacement is found and/or the request for termination is approved. A Contract Cancellation Fee shall not be imposed in the following circumstances:

- a. Resident will graduate before the end of the contract term.
- b. Resident has been denied admission to the University.
- c. Resident has completed a medical withdrawal approved by the Tang Center.

Appropriate documentation must be submitted to the Cal

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Housing Assignments Office in the cases of graduation and non-admission. All other reasons for requesting cancellation of the residence hall contract will be reviewed on an individual basis and you are responsible for room and board fees until a replacement is found, and/or the request is approved. Requests for contract cancellation will not be considered until the cancellation is requested in writing and you have submitted the appropriate supporting documents.

B. CONTRACT CANCELLATION • By the University

The University may cancel the residence hall contract and all attendant rights of occupancy upon 30 days notice to the resident. You may be subject to a Three-Day Notice to Perform Covenant or Quit or a Three-Day Notice to Quit for any reason allowed by law, including the following:

1. If you cease to be a registered student as defined by the University's Office of the Registrar.

2. If you violate the terms of this residence hall contract, these "Terms and Conditions of Residence", provisions of the **Residential Code of Conduct**, (see code online at: res-life.berkeley.edu/conduct/residential-code-conduct) or are found guilty of misconduct.

3. Emotional Distress. The University shall have the right to terminate this Contract and require that the Resident vacate the Premises and all University Housing facilities if the University determines that the Resident is emotionally unfit to live in University Housing. In all such cases, determination shall be made by the Vice Chancellor, Student Affairs or his/her designee. In cases of serious emotional crises or incidents of alcohol overdose, substance abuse, bulimia, anorexia, emotional breakdown, or other similar behavior, the University shall have the option, but not the obligation, to permit the Resident to remain in University Housing subject to a "behavioral contract" containing such specific provisions as the University deems appropriate in such circumstances. Such behavioral contract shall, without limitation, entitle the University to monitor the Resident's situation and/or conduct. Without limiting the foregoing, if the Resident has attempted suicide, commented about committing suicide, threatened suicide, or written suicide notes, the University shall have the right to require that the Resident receive specific permission to remain in University Housing from the Vice Chancellor, Student Affairs or his/her designee. Such permission will normally require the Resident to provide an assessment and recommendation from a qualified psychological or medical practitioner as to the Resident's condition and/or fitness for occupying University Housing.

4. Conduct. The University shall have the right to terminate this Contract and require that the Resident vacate the Premises and all University Housing facilities if the University determines that the Resident's conduct is not suitable or appropriate for University Housing. Without limiting the foregoing, the University may exercise its termination rights hereunder if: (i) the conduct or living habits of the Resident or any Permitted Occupants have caused other occupants of the Premises or the Building to vacate or request reassignment to other University Housing; (ii) if the University has received complaints from other occupants of the Premises or the Building attributable to the Resident or Permitted Occupants; or (iii) if the continued occupancy of the Premises by the Resident creates, in the University's sole and absolute discretion, a clear and present danger to other occupants of the Premises or the Building, in which event, upon the request of the University, the Resident shall vacate the Premises entirely on a "same day" basis. Such decisions shall be at the discretion of the Vice Chancellor - Student Affairs, Associate Vice Chancellor - Student Affairs, Director - Residential Education, or Director - Cal Housing. Additionally, the University reserves the right to refer any instances of misconduct or disruptive behavior, including online activity involving electronic mail or social media, attributable to the Resident to the University's judicial procedures for further action.

C. CONTRACT CANCELLATION • No Occupancy

If you do not move in by September 4, 2017, for the Fall Semester and by January 22, 2018, for the Spring Semester without previously obtaining approval in writing from the Cal Housing Assignments Office of your intent not to move in, you will be liable for payment of room and board fees until a replacement is found, at which time your contract will be cancelled and a \$150 Contract Cancellation Charge will be imposed.

D. FAILURE TO MOVE

If you do not vacate the residence hall by the designated move-out date and time, you will be liable for \$100 per day liquidated damages in addition to a prorated room and board fee until you actually move out.

8. DAMAGES

All residents are individually responsible for loss or damage to their rooms. All residents of a residence hall floor or suite, under the University's discretion, shall be jointly and severally liable for loss or damage to common areas where individual responsibility cannot be determined.

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You will be directed to log online to complete a Room Condition Report at the time of occupancy and you will compare the actual condition of the room with that on the report, and note discrepancies, if any. Unless the report is submitted online within three days of occupancy, with exceptions properly noted, it will be assumed that the room and its contents are in the condition indicated on the Room Condition Report. At the end of the term, or upon vacating the room for any other reason, you shall be responsible for restoring the premises and furniture to the same condition and location they were in at the time of occupancy. Reasonable wear and tear is expected.

9. CAL 1 CARD

Residential and Student Service Programs uses a computerized system to control access to its facilities and services. Your Cal 1 Card (i.e. your photo ID card) is used to gain access to residence hall and dining facilities. You may deposit money onto your Cal 1 Card debit account online by going to cal1card.berkeley.edu. You may use those funds to pay for laundry/vending services in the residence halls, printing/copying services at the library and IST computing centers, and for purchasing food, supplies, textbooks, Cal Gear, etc. at more than 70 on- and off-campus merchant locations. For a complete list of accepted Cal 1 Card merchant locations and applicable discounts/promotions and to learn more about the benefits of using your Cal 1 Card, visit cal1card.berkeley.edu.

Campus policy makes it mandatory for all campus community members to obtain a Cal 1 Card ID and prohibits custody transfer of the ID. If your card is lost, stolen, or willfully damaged, you may obtain a replacement card from the Cal 1 Card Office for a \$25 nonrefundable replacement fee. Lost or stolen Cal 1 Cards should also be reported immediately by going to cal1card.berkeley.edu and deactivating your card.

The Cal 1 Card Office located at 180 Cesar Chavez Student Center in lower Sproul Plaza and is open Monday–Friday from 9 a.m. to 4:30 p.m. To get your Cal 1 Card, you MUST provide your Student ID Number (SID) and present a current government-issued photo identification card (e.g. driver's license or passport). Email: cal1card@berkeley.edu or phone: 510.643.6839

10. PARKING

University Parking

There are not enough parking spaces for all of the faculty, staff and students who work and study at the University of California, Berkeley. A limited number of parking spaces

will be allocated to residents on the basis of demonstrated compelling need. Permits will be issued, on the sole discretion of the University, based upon consideration of medical needs, job requirements, academic needs, or other extenuating circumstances. An application is online at:
pt.berkeley.edu/parking/student

11. RESIDENTIAL CONDUCT POLICIES

Residents must be regularly enrolled students, 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 Office of the Dean of Students to adjudicate violations of the Residential Conduct Policies as stated in the *Residential Code of Conduct* which is incorporated herein by reference. The Code is available online at: reslife.berkeley.edu/conduct/residential-code-conduct in the right column.

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. See *Residential Code of Conduct* which outlines actions that are prohibited. Some regulations listed include clarifying information or examples of prohibited acts. This information is marked with an asterisk. This additional information is not meant to be an exhaustive list of examples or an all-inclusive explanation. This information is provided for clarification purposes only.

12. MISCELLANEOUS

The contract agreement does not promise or guarantee you an assignment to any particular room or suite in the residence hall or with a specific roommate(s). The University may require you to move to another room, suite or hall within the University's reasonable discretion. Any student residing in a room with special modifications or accessibility for persons with disabilities may be transferred to another room should the need arise for the modified room. In all instances except emergencies, reasonable notice shall be given. The University reserves the right to use all residence halls during the Semester Break as defined by the official University Academic Calendar.

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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 code violations, v) unresolvable incompatibility of roommates, and vi) occupancy management needs.

B. Temporary Housing Space

The University shall have the right, at its sole and absolute discretion, to make a temporary housing assignment for the Resident if the University deems such an assignment necessary or desirable. If and when the University assigns the Resident to a long-term residence, the Resident shall be obligated to enter into a new housing contract for such long-term residence, and from and after the date of such long-term residence assignment, the Resident shall be obligated to pay the Residence Fees applicable to such long-term residence.

C. Reassignments Due to Conduct

The University may reassign the Resident or other Permitted Occupants if the University deems it necessary or desirable in order to protect the ability of other occupants of the Premises (or the Building) to enjoy a reasonably orderly living and academic environment, or to protect the health and safety of such other occupants. Without limiting the foregoing, the University may exercise its reassignment rights hereunder if: (i) the inappropriate conduct or living habits of the Resident or any Permitted Occupants have caused other occupants of the Premises or the Building to vacate or request reassignment to other University Housing; or (ii) if the University has received legitimate complaints from other occupants of the premises or the building attributable to the behavior of Resident or Permitted Occupants.

Such decisions shall be at the discretion of the Vice Chancellor - Student Affairs, Associate Vice Chancellor - Student Affairs, Director - Residential Education, or Director - Cal Housing. Additionally, the University reserves the right to refer any instances of misconduct or disruptive behavior attributable to the Resident to the University's judicial procedures for further action. Pending the outcome of any such University disciplinary procedure, the University may require the Resident to be reassigned to other University Housing.

D. Legal Fee Language

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 from 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 Cal Central 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.

E. The University shall provide all utilities, i.e. gas, electricity, water, refuse disposal, and elevator service, but cannot assume responsibility or liability for disruption of these services. Pursuant to Civil Code section 1941.1, 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 resident may choose to activate their in-room telephone service for a fee. To activate the telephone service, the student will need to contact the University's Residence Telephone Services Office at 510.664.9000.

F. 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.

G. Residential Life personnel may enter your room or suite for any reason set forth in the *Residential Code of Conduct*, for any reason allowed by law, and for the following reasons: cleaning, maintenance, and repairs; ensuring compliance with health and safety regulations; and in the event of an emergency, building evacuation, or abandonment of the room or suite by either you or your roommate(s).

H. The University does not provide insurance or financial protection; assume any responsibility or liability for any loss or damage or destruction to the resident's private property, nor for articles left after vacating the premises. The resident shall utilize all security measures provided by the University. The University shall not be held responsible or liable for your possessions or accommodation if an assigned space is rendered uninhabitable due to circumstances beyond the reasonable control of the University, including acts of nature, e.g., flood, earthquake, and unusual weather conditions. The University also reserves the right to make special room assignments to accommodate those conditions. 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, UC has partnered with GradGuard to provide a renters

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insurance option for UC students to shop for coverage directly. To sign up for renters insurance: gradguard.com

Features include:

- Deductibles as low as \$100
- Replacement cost coverage: lost or stolen items will be covered for the cost to replace them
- Worldwide coverage
- Electronics coverage, up to the policy limits
- Policies can be shared by roommates

For pricing and coverage details, please visit gradguard.com. GradGuard is a service of Next Generation Insurance Group LLC, a licensed insurance producer. Renters Insurance is underwritten by Markel American Insurance Company, Waukesha, WI. The advertised product is not available in AK, CT, FL, MD, and RI. Other program options are available for these states. Claims and coverage subject to policy, language, limits and exclusions.

I. If you should contract a communicable disease, you may be required to leave the residence hall until you are no longer contagious. This is due to the hazard of infecting others in the residence hall environment. The University may, upon thirty (30) days written notice, change any of the terms of this agreement.

J. TOBACCO-FREE CAMPUS

Beginning January 2014, the University of California, Berkeley became a smoke-free campus. Smoking is prohibited on all University property.

K. MICROFRIDGE

Residents living in residence halls who wish to have a refrigerator and/ or microwave in their room must rent these appliances or a combination unit (a microfridge) from UC's approved vendor. Personal microwaves and refrigerators are not allowed.

ON-CAMPUS APARTMENT ACADEMIC YEAR 2017-18 PROJECTED ROOM AND BOARD RATES

	Single in apt.	Double in apt.	Triple in apt.	Single in 2-bed apt.	Single in 4-bed apt	Double in 1Bed/1Bath (apt. 2 persons)	Single in 2Bed/1Bath (apt. 2 persons)	Single in 2Bed/1Bath (apt. 3 persons)	Double in 2Bed/1Bath (apt. 3 persons)	Double in 2Bed/1Bath (apt. 4 persons)
Wada	—	\$11,337	\$10,332	—	—	—	—	—	—	—
Martinez	\$12,333	—	—	—	—	—	—	—	—	—
Channing-Bowditch	\$12,333	\$11,337	—	—	—	—	—	—	—	—
Garden Village	—	—	—	\$16,995	\$15,965	—	—	—	—	—
New Sequoia	—	—	—	—	—	\$14,560	\$15,600	\$14,040	\$11,960	\$10,920

Payment Schedule

The room board fees are divided into five equal payments per semester. A \$300 advanced payment is submitted with the contract, and is applied to the total contract cost. Installment payments are due each month.

PLEASE NOTE: The Wada, Martinez Commons, Garden Village, New Sequoia and Channing Bowditch apartments do not include a meal plan.

Financial Aid Recipients: Apartment residents living in Wada, Martinez Commons, Garden Village, New Sequoia, and Channing-Bowditch are only eligible for living in an on-campus apartment financial aid student budget. Please see the financial aid student budget website: financialaid.berkeley.edu/cost-attendance.