



## IMPORTANT INSTRUCTIONS

*Please read carefully*

The University of California, Berkeley Apartment 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.

### 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* available online at: [reslife.berkeley.edu/conduct/residential-code-conduct](http://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 \$250 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.

## 1. PERIOD OF RESIDENCE

The Summer Sessions, for the purpose of this Summer Sessions Contract, shall be the 2018 Summer Sessions, as defined by the official University Summer Calendar for graduate and undergraduate students. Each session shall constitute the period of residence. Residence Hall contracts accepted for the Summer Sessions shall be in effect for that session only. The 2018 Summer Sessions as defined in the official University Academic Calendar, shall constitute the period of residence as follows:

### 2018 Summer Sessions Housing Occupancy Dates

**Move-out times are indicated in the schedule below. Please plan your travel arrangements accordingly.**

Sessions	Move-In Date	Move-In Time	Move-Out Date	Moved-Out By
Session A	5/20/18	10:00am	6/30/18	10:00am
Session A&D	5/20/18	10:00am	8/10/18	<b>10:00pm</b>
Session B	6/02/18	10:00am	8/10/18	<b>10:00pm</b>
Session C	6/17/18	10:00am	8/10/18	<b>10:00pm</b>
Session D	7/01/18	10:00am	8/10/18	<b>10:00pm</b>
Session E	7/14/18	10:00am	8/04/18	10:00am

If you are attending both the first and second 6 week Sessions (Session A&D), you may stay over the night of June 30, 2018 and remain in the same room for Session D.

## 2. PAYMENTS

You will only be required to submit the \$250.00 Advance Payment when accepting the online Summer Sessions Housing contract offer. The Advance Payment is the minimum confirming payment required on a contract. The balance of your housing contract charges will be billed to your CalCentral. It is your responsibility to ensure that payments are received on time or you will be subject to late fines and other sanctions. To request a cancellation of your contract, please follow the "Cancellation of Summer Sessions Housing Contract" policy outlined in Section 5 of these "Terms and Conditions of Residence".

If you are a full-time UC Berkeley student receiving Summer Financial Aid you will only be required to submit the \$250.00 Advance Payment along with your accepted online Summer Sessions Housing contract offer. The balance of the room

and board charges will be billed to your CalCentral bill. Financial Aid recipients' awards will be applied to the CalCentral bill. If you are a full-time UC Berkeley student receiving Summer Financial Aid, and are unable to make the full \$250.00 Advance Payment, you may email the Summer Housing Office at [summerhousing@berkeley.edu](mailto:summerhousing@berkeley.edu) or call (510) 642-5796 to request an advance payment fee waiver.

Any additional miscellaneous charges, which include damage charges and key replacement charges, that may accrue on your account during the Summer are payable on or before August 10, 2018. For incoming or continuing UC Berkeley students, these charges will appear on the CalCentral billing statement. 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 collections 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.

### 3. FEES

**The apartment rates include a \$50 nonrefundable Programming fee.** This fee is managed by Residential Education on behalf of the residents to support the development and execution of activities, programs and events within the residential community. A portion of each fee is allocated to the Residence Hall Assembly and Hall Associations. Within the allocation for Hall Association, funds are also designated to cover the repair of damages in the common areas caused by residents or residents' guests. Damage charges in excess of the designated amount shall also be billed to the hall association where individual liability cannot be established.

**The University reserves the right to change the fees for housing,** provided the announcement is made 30 days prior to the start of the summer. An increase in fees may not exceed 5 percent of the fees quoted for residence halls for the Summer 2018.

### 4. 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.

### 5. CANCELLATION OF SUMMER CONTRACT

All requests for Cancellation of a Summer Sessions contract must be submitted in writing via Summer Cancellation Form to the Summer Housing email ([summerhousing@berkeley.edu](mailto:summerhousing@berkeley.edu)), fax (510-642-4026), or letter (Summer Housing Office, 2610 Channing Way, Berkeley, CA 94720-2288).

**THE RESIDENT REQUESTING CONTRACT CANCELLATION SHALL CONTINUE TO BE LIABLE FOR ROOM AND BOARD FEES UNTIL A REPLACEMENT IS FOUND AND/OR THE REQUEST IS APPROVED BY THE SUMMER HOUSING OFFICE THROUGH A SUMMER APPEAL. THE SUMMER HOUSING OFFICE HAS A PRIMARY RESPONSIBILITY TO FILL ALL UNSOLD SPACES WITH WAITLISTED APPLICANTS, BEFORE APPROVING CANCELLATION REQUESTS, BY ACCEPTING REPLACEMENTS OFF OF THE WAITING LIST.**

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. A \$250.00 Contract Cancellation Fee will be imposed for cancellation approved before occupancy and \$300.00 Contract Cancellation Fee after occupancy. Occupancy is established when the student signs for and/or takes possession of the room key. The resident agrees that this fee is reasonable and is to cover estimated University damages, which are difficult or impracticable to determine. This liquidated damages charge shall be in addition to the prorated housing fees for which the resident will remain liable until a replacement is found and/or the request for cancellation is approved. A Contract Cancellation Fee shall not be imposed if a resident has been denied admission to the University. Appropriate documentation must be submitted to the Summer Housing Office in the case of non-admission. The Cancellation Fee imposed on the cancelled contract cannot be applied to a new Summer Housing contract.

#### A. Contract Cancellation - By the Student

All reasons for requesting cancellation of the Summer Sessions Housing 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 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 Summer Sessions Housing 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 violate the terms of the Summer Sessions Housing contract,** these "Terms and Conditions of Residence", provisions of the "Residential Code of Conduct", incorporated herein by reference (the complete code of conduct can be viewed online at: <http://reslife.berkeley.edu/conduct/residential-code-conduct>), or are found responsible of misconduct.

2. **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.

**3. 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. In the event of contract cancellation by the University, the resident shall continue to be liable for contracted room and board fees until a replacement is found and/or the request is approved by the Summer Housing Office in writing. If an eligible replacement is not found, the resident is financially responsible for the entire balance of the contract.

#### **C. Contract Cancellation - No Occupancy**

If you do not move in within one week of your contract occupancy date for Summer Sessions, without previously obtaining approval in writing from the Summer Housing Office of your intent to move in late, **you will be liable for payment of housing fees until a replacement is found**, at which time your contract will be cancelled and a \$300.00 Contract Cancellation Fee will be imposed.

#### **D. Failure to Move**

If you do not vacate the apartment by the designated date and time of move-out, you will be liable for \$100.00 per day liquidated damages in addition to a prorated housing fee until you actually move out. There can be no flexibility on the move-out time.

#### **6. PARKING**

Limited parking is available during the summer. Permit applications are available at the Parking & Transportation Office, 1995 University Avenue Ste #110, Berkeley, CA, or call (510) 642-4283. For more information on summer parking permits, visit <http://pt.berkeley.edu/parking/student-permits>.

#### **7. RESIDENTIAL CONDUCT POLICIES**

Residents must be regularly enrolled students, as defined by the Office of the Registrar at the University of California, Berkeley. 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](http://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 here: [reslife.berkeley.edu/conduct/residential-code-conduct](http://reslife.berkeley.edu/conduct/residential-code-conduct) in the right column.

#### **8. 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, apartment 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.

#### **A. Relocation/Reassignment**

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**

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. 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 about the existence of moisture, water leakage or overflow in or about the premises. Resident agrees to comply with this list of responsibilities.

#### **E. Notification Regarding Obligations Pertaining to Bed Bugs**

The student agrees to comply and cooperate with the university regarding the prevention, reporting, and treatment of bed bug infestation.

**Appearance:** Bed bugs are tiny parasitic insects that, like fleas or mosquitoes, live on the blood of animals or humans. While they do not spread disease, the presence of bed bugs and their resulting bites are becoming more of a nuisance in community housing buildings such as hotels, dormitories, and hostels where travelers unknowingly spread them around. About the size of a grain of rice or smaller, and ranging in color from translucent to dark brown, bed bugs may enter a room undetected on clothing, luggage, or used furniture. For example, a traveler may pick up bed bugs in a hotel and transport them home in their luggage. Bed bugs do not fly, but can travel across floors or through wall openings (e.g. outlets), are nocturnal, and like to hide in mattresses, box springs, and bedframes.

**Bed Bug Bites:** A rash or trail of small red bites may be a sign of bed bugs. Whereas flea bites usually occur on the lower legs, bed bug bites may occur on any area of skin exposed during the night. Many people experience red bumps or bites, but there are some who exhibit no symptoms. Other signs of their

presence include small dark brown spots on linens and mattresses.

**Common Signs and Symptoms of 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.

Information regarding UC Berkeley Cal Housing's protocol addressing bed bug prevention, response, and treatment may be found on the UCB Student Housing web site at [housing.berkeley.edu/bedbugs](http://housing.berkeley.edu/bedbugs).

#### **E. Utilities**

**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.