



Terms & Conditions of Residence

UNIVERSITY OF CALIFORNIA, BERKELEY
WADA, MARTINEZ COMMONS, AND CHANNING-BOWDITCH
APARTMENTS

Fall and Spring Semesters 2016-2017

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. 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" and the *Bear Necessities Guide to Living On Campus* prior to accepting. The *Bear Necessities Guide to Living On Campus* publication is available online at: housing2.berkeley.edu/move-in.

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 receive the on-campus apartment financial aid student budget. For more information, go to: financialaid.berkeley.edu/cost-attendance. The Wada, Martinez Commons, and Channing-Bowditch apartments do not include a meal plan.



THE FOLLOWING TERMS AND CONDITIONS SHALL PREVAIL WHEN AN APARTMENT CONTRACT IS ACCEPTED UNDER THE JURISDICTION OF THE UNIVERSITY OF CALIFORNIA, BERKELEY.

1. PERIOD OF RESIDENCE

The Fall and Spring Semesters 2016-2017, 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. Apartment fees are based upon the official University Academic Calendar. All apartments will remain open for the Thanksgiving holiday and the Spring recess without dining service. Apartment 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 apartment contract. The balance of the annual fee may be paid in a lump sum prior to occupancy, or in monthly installments. Installment payments are due on the 15th of each month from August 2016 through May 2017. Five housing installments for each semester will be shown on Campus Accounts Receivable System (CARS) e-Bill account on **Bear Facts Student Information System; [bearfacts.berkeley.edu/bearfacts](http://berkeley.edu/bearfacts)**. 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 CARS e-billing statement. 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.

Any additional miscellaneous charges, which include damage charges and key replacement charges, that may accrue on your account during a given month are payable in the following month. These charges will appear on the Campus Accounts Receivable System (CARS) 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 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 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 and/or withhold the issuance of transcripts. To prevent such sanctions, you should contact 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.

4. FEES

In case of late occupancy, the room fee will be adjusted proportionately to the date when you actually move in, provided that the delayed occupancy has been approved in writing by the Housing Office. There

will be no refund if cancellation of the apartment contract occurs after December 1 for Fall Semester and May 1 for Spring Semester.

The apartment rates include a \$45 non-refundable fee. A portion of each fee is allocated to the Hall Assembly and the balance is distributed to each hall association. Each hall association reserves some monies to cover the repair 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. For Spring Semester only contracts, the non-refundable fee is \$23.

The University reserves the right to change the fees for the apartment, 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 2016-2017.

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. TELEPHONE SERVICE PROVIDED BY UNIVERSITY — RESIDENT TELEPHONE SERVICES

Each room (with the exception of Clark Kerr Campus and Martinez Commons) has one active telephone jack connected to the University's telephone network providing basic telephone service. A mandatory telephone service fee of \$32 is charged to all residents living in University housing. This charge is billed to your CARS account once each semester. For more information, visit ist.berkeley.edu/rts or send an email to: rts@berkeley.edu.

Basic Resident Room Telephone Service covered by this fee provides the following services:

- Instant dial tone and ability to receive calls
- Five-digit campus dialing
- Unlimited local dialing (within 16 miles)
- Access to the emergency number 911 and other emergency services
- Associated taxes and surcharges
- Free telephone line repair (dial tone)

Telephone line connection problems should be reported to Information Services and Technology Service Desk at 510-664-9000 (prompts 1,3,4). All other questions, regarding such topics as billing and phone line features, should be directed to Residence Telephone Services(RTS) at ist.berkeley.edu/rts or by email: rts@berkeley.edu.

6. LIQUIDATED DAMAGES

Liquidated damages are imposed under certain conditions as set forth elsewhere in these "Terms and Conditions." 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.

7. TRANSFERS

Residents who wish to transfer from one room or complex to another may submit a written transfer request to the Cal Housing Assignments Office. Upon written approval by the Cal Housing 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.

8. CANCELLATION OF APARTMENT 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 housing 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 an apartment contract **MUST BE SUBMITTED IN WRITING TO THE RESIDENCE HALL ASSIGNMENTS OFFICE ON THE "RESIDENCE HALL/APARTMENT CONTRACT CANCELLATION REQUEST" FORM**. This form is available at the Cal Housing Office located at 2610 Channing Way or online 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 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 Housing Assignments Office in the cases of graduation and non-admission.

All other reasons for requesting cancellation of the apartment 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 apartment contract, these "Terms and Conditions of Residence", provisions of *Bear Necessities Guide to Living On Campus*, (see guide online at: housing2.berkeley.edu/move-in) or are found guilty of misconduct.

C. CONTRACT CANCELLATION • No Occupancy

If you do not move in by September 5, 2016, for the Fall Semester and by January 23, 2017, 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 fee until you actually move out.

9. DAMAGES

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

You will be given 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 returned to the apartments staff 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.

10. 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 and use those funds to pay for laundry/vending services in the residence halls, printing/copying services at the Library computer labs, 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 about the benefits of using your Cal 1 Card, please 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 be reported immediately by going to cal1card.berkeley.edu and deactivating your card.

The Cal 1 Card office (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/state issued photo identifica-



tion card (e.g. driver's license or passport).

Email: cal1card@berkeley.edu or **phone:** 510-643-6839.

11. PARKING

A. 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

12. 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 ***Bear Necessities Guide to Living On Campus*** which is incorporated herein by reference.

Bear Necessities is available online at: housing2.berkeley.edu/move-in.

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 the Residential Conduct Code section of ***Bear Necessities Guide to Living On Campus*** 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.

13. MISCELLANEOUS

The contract agreement does not promise or guarantee you an assignment to any particular apartment 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.

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 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 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.

If you should contract a communicable disease, you may be required to leave the apartment complex until you are no longer contagious. This is due to the hazard of infecting others in this environment.

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 remains responsible for the telephone and wiring between the telephone and the telephone jack. If there is a problem with the telephone service, the resident is required to notify the University's Residence Telephone Services office at 510-664-9000 (including business days, evenings and weekends) to arrange for any necessary repair between the telephone and the jack or wiring. If the resident does not report such problems to the University and incurs a cost arranging a repair, the University shall not be liable for reimbursement to the resident.

Residential Programs personnel may enter your apartment for any reason set forth in the *Bear Necessities Guide to Living On Campus* 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).

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, 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, please visit gradguard.com

The University may, upon thirty (30) days written notice, change any of the terms of this agreement.

TOBACCO-FREE CAMPUS

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

**Wada, Martinez Commons, and Channing Bowditch
Academic Year 2016-2017 Projected Room Rates**

Wada Apartments (room only)	Double room in apartment	Triple room in apartment
Academic year per person rates	\$10,901	\$9,935
Martinez Commons (room only)	Single room in apartment	
Academic year per person rates	\$11,859	
Channing-Bowditch (room only)	Single room in apartment	Double room in apartment
Academic year per person rates	\$11,859	\$10,901

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 on the 15th of each month.

FINANCIAL AID RECIPIENTS: Apartment residents living in Wada, Martinez Commons, and Channing-Bowditch are only eligible for the living in an on-campus apartment financial aid student budget. Please see the financial aid student budget website: financialaid.berkeley.edu/cost-attendance.

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