



Garden Village, New Sequoia, &
Panoramic SF & Berkeley
Terms & Conditions
University of California, Berkeley

Summer Transition
Non UCB Student
2020

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

B. APPLICANTS OVER 18 YEARS OF AGE ONLINE ACCEPTANCE

Applicants who are under the age 18 are required to have a parent or legal guardian accept their summer housing contracts online. Applicants under the age of 18 will not be able to accept their housing contract until a parent or legal guardian has provided their name, provided their relationship to the contract holder, and accepted the Terms & Conditions of this contract through the housing application portal. Parents/Guardians sign and accept responsibility for the terms of the contract until the Resident turns 18. By accepting this form, he/she has read and accepted the terms and conditions of the housing contract as outlined in these Terms & Conditions and agrees to abide by all University and residence hall policies and regulations.

1. PERIOD OF RESIDENCE

Resident will be financially responsible for the total contract accepted through the housing portal.

Fees: All contract fees are due 4 weeks prior to your arrival. Should the payment deadline not be met, your contract will be automatically cancelled and your spot will be provided to the next person on the waiting list. In this case, you will be assessed a \$300 cancellation fee.

Individual Cancellation: Once a resident accepts a contract, that resident is liable for all charges. Should the resident request a contract cancellation, they shall continue to be liable for the contract fees until a replacement is found. All approved cancellations will be charged a \$300 cancellation fee. If payment is not received by the payment deadline, the resident's contract is automatically cancelled with a cancellation fee.

2. MISSING KEY POLICY

Replacement fees will apply for lost keys and keys not returned upon check-out; \$75.00 for key to apartments, \$25.00 for lost fob.

3. SIGNAGE POLICY

All pinning or taping of notices on doors, windows, or walls in the facility is prohibited.

4. 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.

5. Resident Maintenance

Residents must agree to maintain the residence unit in a clean, safe, sanitary conditions and, upon cancellation of residence, leave said premises in a clean and orderly condition as determined by University. You accept responsibility for promptly notifying University of all conditions that require repair.

6. Pets

Residents are not permitted to harbor pets on the premises. Properly trained and approved service animals needed to pro-

vide assistance to disabled tenants. Service animals must be approved in advance. 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 staff to verify removal. Failure to comply with either may result in eviction proceedings.

7. Subleasing not Permitted

The Resident agrees that the rights under this Lease are not assignable, either in whole or in part. Violation of this Lease term may result in eviction, legal fees, and or conduct charges.

8. 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.

9. 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).

10. RESIDENT CONDUCT

We encourage that activities resulting in disturbances or distress to others, or that cause damage or destruction to property do not occur. Any behavior that may cause physical injury or is potentially dangerous to the health and well-being of residents, or adjacent neighborhoods is prohibited. In addition, behavior that abuses the dignity of anyone is prohibited.

- a. **Damages:** The staff completes room inventories for each room before arrival and after departure. Any damages found in rooms or public areas after departure will be charged to the Resident.
- b. **Dangerous Devices:** Possession of weapons, firearms, or dangerous instruments, with or without a permit, as well as anything that could be perceived or misrepresented as a weapon, is prohibited within all residential facilities.
- c. **Furniture:** All furniture in guest rooms or any other public areas must remain in its designated area and in its original setup. Violation of this policy may result in a charge.

- d. **Substances: Alcohol and Drugs** - Alcoholic beverages may only be consumed by guests who are 21 years of age or older in residence rooms with doors closed, and in an atmosphere which does not create significant noise or other disturbances. Alcoholic beverages are not permitted in residence hall common areas without a signed Service of Alcoholic Beverages Form. No one is permitted to serve alcohol to minors (persons under 21 years of age). The possession, use, sale, distribution, cultivation, or manufacture of drugs is prohibited and is in violation of state law.
- e. **Smoking Policy:** Consistent with our campus emphasis on health and environmental protection, the University of California, Berkeley is tobacco free effective January 1st, 2014, meaning the use of tobacco, smokeless tobacco, or unregulated nicotine products (i.e. "e-cigarettes") is strictly prohibited in indoor and outdoor spaces owned or leased by UC Berkeley. The University reserves the right to initiate disciplinary procedures against any individual found to be in repeated violation of this policy. Additional information regarding UC Berkeley's Tobacco Free Campus Policy can be found online at <http://tobaccofree.berkeley.edu/content/tobacco-free-campus-policy>.
- f. **Windows and Stairwells:** For the safety of others, throwing liquids and/or objects from the windows and/or stairwells is strictly prohibited. Residents are responsible for personal injuries, property damage, or cleaning charges that result from this action. Removal of screens is prohibited. Opening or leaning out of a window is not permitted. In addition, persons are not permitted on window ledges or roofs.

11. 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 hours shall be maintained between the hours of 11:00pm and 8:00am Sunday-Thursday, and between 1:00am and 8:00am on weekends.

12. 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.

13. 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. Please see gradguard.com

14. INDEMNIFICATION

The Resident shall defend, indemnify, and hold the University, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Client, its officers, agents, or employees.

The University shall defend, indemnify and hold the Client, its officers, agents, and employees harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, agents, or employees.

15. FORCE MAJEURE

If either party is delayed, interrupted, or prevented from the performance of its contractual obligations thereunder by reason of an act of nature, fire, flood, earthquake, war, public disaster, strikes or labor difficulties, governmental enactment, regulation or order, civil tumult, epidemic, or any other cause beyond its control, such party shall not be liable to the other, except, however, that the Client shall remain liable for all non-cancelable costs regardless of whether the costs have been paid or remain to be paid by the University before the event that caused the delay, interruption, or prevention. Non-cancelable

costs are defined as third party costs for services already rendered or items already consumed.

16. Non-waiver 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.

17. 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.

18. 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 Resident 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. **Non-discrimination:** The University does not discriminate on the basis of race, color, national origin, religion, sex, gender, gender identity and gender expression, disability, medical condition, ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services.
- b. **Certification:** Resident certifies that statements made in connection with this Contract are true and correct and that the Resident has read, understands, and agrees to comply with the terms and conditions of this Contract. Any false statements made by Resident on this Contract or in connection with it will re-

sult in immediate cancellation or termination of this Contract.

- c. **Misrepresentation:** Resident agrees that any false statements made on this Contract may result in UC Berkeley's termination of the Contract.
- d. **NOTICE:** Regarding Civil Code Related to Sex Offenders: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP code in which the offender resides.
- e. **TOBACCO AND MARIJUANA FREE CAMPUS**
Beginning January 2014, the University of California, Berkeley became a smoke-free campus. Smoking is prohibited on all University property. Learn more here: <http://www.tobaccofree.berkeley.edu/>

UC Berkeley is a federally funded institution and adheres to federal laws and regulations governing the use, possession, and distribution of marijuana. As such, use, possession, or distribution of marijuana on University premises, including the Residence Halls and University Apartments, is prohibited. To learn more, Residents may consult the Residential Code of Conduct at <http://reslife.berkeley.edu/conduct/residential-code-conduct>
- f. **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) resident conduct code violations, v) unresolvable incompatibility of roommates, and vi) occupancy management needs.
- g. **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 assign-

ment, the Resident shall be obligated to pay the Residence Fees applicable to such long-term residence.

- h. **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.
- i. **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. The Resident agrees to pay all costs, including collection costs, court costs and fees, and attorney fees incurred by the University in the collection of any money due under this contract, and/or the enforcement of any of the terms and conditions of this contract, and/or any unlawful detainer actions in which the University is the pre-vailing party.

In the event the University prepares a Notice to Pay Rent/Perform Covenant due to the Resident's failure to pay rent or perform a covenant of this agreement and (1) the Resident pays said rent or performs said covenant or (2) the University agrees to rescind such Notice, the Resident agrees to pay the University \$50.00 as liquidated damages to cover the administrative costs involved in the preparation and service of said notice.

- j. **Mold and Mildew:** Mold and mildew occurs naturally in the environment, and can be injurious to one's health. The Resident acknowledges that the Resident has inspected the premises at the out-set of tenancy, and has found no signs of moisture, mold or mildew therein. Residents are required to take steps to control the growth of mold and mildew by keeping the premises clean and well-ventilated, particularly when showering, bathing, or washing dishes or clothes. Residents are required to notify Cal Housing promptly about the existence of visible mold or mildew, and/or water leakage or overflow in or about the premises. Residents must also promptly notify the University of any malfunction of ventilation or heating systems. Each Resident is expected to keep their room in a clean and habitable condition, and shall be liable for any injuries or damages that may result from any negligent performance of the foregoing duties.
- k. **Pests:** Each resident is responsible for ensuring that all items brought into the residences are free of pests-including clothing, bedding, suitcases, backpacks, packing materials, and other belongings. In the event the Resident discovers or suspects a pest problem, Resident agrees to immediately seek University assistance by placing a maintenance request (maintenance.housing.berkeley.edu). Resident shall not attempt to treat a problem or arrange for any third-party to perform treatment.

If an infestation does occur, Resident must follow the treatment protocol (including preparing room and personal belongings) as instructed by the University. Failure to strictly comply with the prescribed treatment protocol may result in the Resident being liable for the costs associated with the remediation. Residents are advised to avoid buying or receiving used items, including but not limited to mattress pads or covers, due to possible pest infestation. Resident owned items that are discovered to have pests must be permanently removed or treated and re-inspected

by a trained professional before being returned to University premises.

In the event pests are introduced to the unit by the Resident or the Resident's roommate(s) and are deemed by the University to be a hazard to health conditions in and the safety of the surrounding units, Resident and Resident's roommate(s) will be liable financially for eradication measures, including but not limited to, pest control and furniture and/or carpet replacement. The University reserves the right to cancel this Contract upon service of a Three-day (3-day) Notice to Quit to address any infestation issues. In the event the University serves such a notice the University is not liable for identifying, obtaining or paying for alternate housing; rather, the foregoing is the Resident's and Resident's Roommate(s) responsibility and liability.

- 1. NOTICE: Regarding Civil Code Related to Rights and Obligations Pertaining to Bed Bugs:** Pursuant to Section 1954.603 of the Civil Code, notification regarding rights and obligations pertaining to bed bugs must be provided to the Resident. Resident agrees to comply and co-operate 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.'

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

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.

- m. CONSTRUCTION AND RENOVATION:** Construction of academic or residential buildings on the UC Berkeley campus may be scheduled for the term of this contract in the vicinity of the residence halls or apartments. Capital improvement and other major housing construction or repair projects will necessarily cause increased noise and dust in affected and nearby residences at certain times. There is the possibility of both planned and unplanned utility shut-downs and access to certain facilities, streets, parking lots, walking, and bike path-ways may be limited, rerouted, or completely restricted. The University will work with building contractors to make every effort to minimize construction inconveniences. By agreeing to this contract, the Resident acknowledges notice of the possibility of scheduled construction and access limitations, and acknowledges that there will be disturbances, disruptions, and inconveniences resulting from such constructions and has agreed to such. The Resident also acknowledges that increased noise, dust, potential reassignment, or loss of parking spaces related to construction or renovation are not grounds for transfer or cancellation of this Contract.
- n. 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.

- o. **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. 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 Resident will need to contact the University's Residence Telephone Services office at 510.664.9000.
- p. **Cleaning Services:** The University agrees to provide cleaning service for the common areas (lounges, hallways, and bath-rooms) of each residence hall.
- q. **Excessive Lockout:** Lockouts considered excessive may be subject to a progressive fee per lockout.
- r. **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).
- 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 Residents 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 Resi-

dents who wish to acquire renters insurance, UC has partnered with GradGuard to provide a renters insurance option for UC students to shop for coverage directly. To sign up for renters insurance visit 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 Market 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.

- t. **TOBACCO AND MARIJUANA FREE CAMPUS:** Beginning January 2014, the University of California, Berkeley became a smoke-free campus. Smoking is prohibited on all University property. Learn more here: <http://www.tobaccofree.berkeley.edu/>

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- u. **Prohibited Items:** Resident may not bring any type of laundry machine, dishwasher, refrigerators/freezers, air conditioners, or water-bed into the premises. Other prohibited items include:
 - Couches, recliners, or futons not provided
 - Candles, lanterns, lamps, or any other item that produce an open flame
 - Tobacco, incense, or any other item that burns or smolders when used. This includes e-cigarettes.
 - All flammable materials (gas, lighter fluid, charcoal, propane, solvents, etc.)

- All items powered by combustible fuels (such as motorcycles)
- All fireworks, explosives, etc.
- All corrosive (or poisonous) chemicals and hazardous materials
- All lightweight extension cords or multi-plug outlet adapters
- Heavy weight power strips or extension cords without safety circuit breakers
- Flexible (twisty) power strips
- Multiple approved power strips connected together (“chaining”)
- Curtains/drapes
- Anything covering ceilings (tapestries, banners, posters, nets, etc.)
- All decorations covering more than 20% of walls
- Tapestries, banners, posters or other combustible materials
- Crepe paper, plastic or Mylar decorations, ribbons, streamers, etc.
- Combustible materials as door decorations covering more than 20% of doors
- Runners, door mats, or other combustible floor coverings in hallways
- All standard and rope type decorative string lighting
- Weapons including firearms, ammunition, knives other than those for kitchens, etc.
- George Foreman grills or similar cooking appliances; smokeless indoor grills
- Hotplates, electric skillets
- Microwaves (we provide one!)
- Submersion coil water heaters
- BBQ grills or open flame devices (charcoal, gas or other fuel)
- Lighting that has an upward facing lamp
- Lighting that has movable octopus arms so that lamp can be faced upward
- Non-UL safety approved electric powered appliances
- All portable heating devices (space heaters of any type)