



RENTAL AGREEMENT FOR FAMILY STUDENT HOUSING

University of California, Berkeley
Housing and Dining Services
2610 Channing Way, Berkeley, CA 94720-2272

In order to confirm assignment to Family Student Housing at the University of California, Berkeley, this rental agreement must be completed and returned with a deposit and first full month's rent online at portal.housing.berkeley.edu.

NAME:
SID:
CLASSIFICATION:
BIRTHDATE:
EMAIL:
ENTRYID:

ADDRESS:

ROOM:
APARTMENT TYPE:
LOCATION:

MONTHLY RENT: \$
SECURITY DEPOSIT: \$500.00
RENTAL AGREEMENT START DATE:
OCCUPANCY LIMIT: see items 3 and 4 of Rental Agreement
RENTAL AGREEMENT NUMBER:

DEADLINE TO ACCEPT ONLINE (PAY SECURITY DEPOSIT + 1st MONTH'S RENT):
PAYMENT TOTAL (SECURITY DEPOSIT + 1st MONTH'S RENT): \$

OTHER OCCUPANTS: (see items 2 and 8 of Rental Agreement):

Name - Relationship - Birthdate

I am aware of the existence of the University Village handbook which is incorporated into the Rental Agreement with more details about living in University Village (<http://universityvillage.berkeley.edu>). The Undersigned and University hereby agree to all the terms of this Rental Agreement. It is further agreed that the undersigned's spouse/partner and all other occupants will be bound equally by the terms of this agreement.

RESIDENT'S SIGNATURE _____ DATE _____

SPOUSE'S/PARTNER'S SIGNATURE _____ DATE _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By _____ DATE _____

1. RENT – The undersigned agree to return this signed rental agreement with a \$500.00 deposit and _____ for an advance payment of one month's rent effective _____. The advance rent paid with this rental agreement will apply to rent due following the effective date of the Agreement. For periods of occupancy within any calendar month, but less than the complete calendar month, the rent shall be pro-rated for each day of occupancy. Rent is due on the first day of the calendar month. **A Financial "hold" is assessed on accounts when there is a past due balance of \$100 or greater that is 60 days late.** Once a student account becomes past due and any outstanding charges remain you must pay all past due charges to bring your account current. Campus Solutions (CS) will bill the undersigned for rent and undersigned can assess their bill and pay via CalCentral.berkeley.edu. If the undersigned failed to pay rent when due, the Regents of the University of California ("University") may take one or more of the following actions: lapsing student status, placing a hold on registration, serving a three-day notice to pay rent or quit, or a termination notice to vacate apartment.

Rent for postdoctoral fellows is billed via Portal Accounts which can be found at housing.berkeley.edu.

The University may, upon thirty (30) days' written notice raise the monthly rent or change any terms of this Agreement. Rent increases are implemented on July 1 prior to the following academic year.

If for any reason, the University cannot deliver possession of the premises to the undersigned, the University shall not be liable for any loss or damage from the University's delay or failure to deliver possession. Should the undersigned not take occupancy of the premises, the undersigned will be responsible for paying the rent until the premises are rented or 30 days thereafter.

The deposit and advance rent will be refunded prior to occupancy of the assigned apartment only if this application is not accepted, or unavoidable circumstances arise over which, in the judgment of the University of California, Berkeley, UC Berkeley Housing Office, the undersigned has no control, and/or which prevent enrollment at the University of California, Berkeley.

2. ELIGIBILITY – The undersigned agree that the accommodations granted them as a result of this Agreement shall be used only by the eligible resident and their family member(s). The eligible resident must be a registered UC Berkeley undergraduate or graduate student. PhD students appointed as postdoctoral fellows will not be eligible for continuance and must vacate per graduation.

Students must be registered during each session of the academic year. For purposes of this Agreement, the academic year is defined in the official University calendar. If the undersigned student withdraws or fails to retain their status as a registered student, the undersigned's occupancy shall be terminated.

Postdoctoral fellows must have an appointment with the University of California, Berkeley. Postdoctoral fellow applicants are offered apartments only when there are no students on the wait list. Eligibility is detailed at https://housing.berkeley.edu/stufam_elig.

All occupants must be listed on the Agreement. For eligibility to continue, all adults listed as occupants on the Agreement must reside in the apartment on a full-time basis and all children for a minimum of 50% of the time. Any change in the number of occupants from those listed on this Agreement shall be reported to the Housing Office within five (5) days of its occurrence. A change in the number of occupants is subject to approval by the Housing Office of the University of California, Berkeley.

3. OCCUPANCY LIMIT – Residents are eligible to live in University Family Student Housing as follows, provided all other terms of this agreement are met: The maximum term of occupancy for resident families with two UCB students is ten to twelve years.

- Undergraduate students – five (5) years
- Graduate students – six (6) years
- Postdoctoral Fellows– a minimum of two (2) years with tenancy expiration on June 30 of the following year, or until the appointment end date, whichever occurs first

4. TERMINATION - By the University - The University may terminate this Agreement and all attendant rights of occupancy upon thirty or sixty days notice to the undersigned depending on the length of tenancy. The undersigned agrees to renew this agreement for the following academic year by following updated instructions and the deadline set forth by the University. Failure to comply will result in forfeiture of the Agreement and undersigned will be served with a termination notice. The undersigned may be subject to a three-day notice to perform covenant or quit or a three-day notice to quit under any of the following conditions.

- (1) Undersigned ceases to be a registered student as a result of graduation, transfer, withdrawal, or dismissal.
- (2) In case of violation of the terms of this Agreement, or University, or University Family Student Housing rules and regulations, or if the undersigned is found guilty of misconduct.
- (3) Failure to make required payments when due.

Initial

By Undersigned - The undersigned agree to file the Intent to Vacate form at least thirty (30) days prior to vacating, and that, if for any reason the apartment is vacated before the end of the thirty (30) day period, they will continue to be responsible for the payment of the rent for thirty (30) days following the date of the notice.

The Intent to Vacate form can be found on the Housing Portal at portal.housing.berkeley.edu or on the Housing website at housing.berkeley.edu

The undersigned agree, after the Intent to Vacate form has been filed, to allow the University representative to show the apartment to any prospective tenant(s) on 24 hours notice.

Undersigned completing his/her academic work must file the Intent to Vacate notice thirty (30) days prior to the end of the academic term in which they will complete their work. Undersigned completing his/her academic work in the Fall semester must file by January 1. Undersigned completing their academic work in the Spring semester must file by June 1. Undersigned completing his/her academic work during summer must file by August 1.

5. **LIABILITY** - The undersigned agree that the University is not liable for loss, damage, fire or theft of personal property during undersigned's occupancy of premises from any cause unless such loss, damage, fire or theft results from the negligent acts or omissions of University, its officers, employees, or agents. The University does not assume any liability for articles left on the premises when undersigned vacates.

The undersigned are responsible for any damage to the apartment or its equipment, and for maintaining the apartment in a safe and sanitary manner.

The undersigned will be given an Apartment Condition Report at the time of occupancy. The undersigned will compare the actual condition of the apartment with that of the Report, and note discrepancies, if any. Unless the Report is returned to the Business Office within three (3) days of occupancy, with exceptions properly noted, it will be assumed that the apartment and its contents are in proper condition, and will reflect such on the Apartment Condition Report. Upon termination of Agreement, or upon vacating the apartment for any other reason, the undersigned shall be liable only for restoration of premises to the same condition it was at the time of occupancy, except for reasonable wear and tear.

6. **RELOCATION** - Relocation from one apartment to another in Family Student Housing can be affected only upon written approval from the Assignments Office. In case of relocation, the undersigned continues to be liable for rent until the apartment is completely vacant and all keys are returned to the Business Office in the Family Student Housing complex. If restoration of the apartment is necessary beyond normal wear and tear before the next occupant can move in, an additional maintenance charge will be assessed.

Relocation requests from tenants who are current in rent and eligible, are contained at this link: https://housing.berkeley.edu/stufam_waitlist.

7. **PETS** - No pets are permitted on or near the premises, except for fish in tanks not exceeding twenty (20) gallons and caged birds. The undersigned, their dependents or guests are not permitted to feed and/or harbor any animals. Violation of this prohibition will result in termination of tenancy. Students with accommodations can learn about the procedure for requesting an accommodation animal as an exception to the Residential Pet Policy at this link: <https://housing.berkeley.edu/students-disabilities>.

8. **RIGHT OF ENTRY** - The undersigned agree that the University may enter the apartment to conduct safety checks and to conduct an annual inspection of the premises, to conduct an inspection prior to the undersigned's move out, and for any other reason allowed by law. Twenty-four (24) hours notice will be given to the undersigned of the University's intent to enter the apartment, except in cases of emergency or when the undersigned have abandoned or surrendered the premises.

9. **USE OF APARTMENT** - The undersigned agree to the maximum occupancy of three (3) persons to reside in a one-bedroom apartment. The undersigned agree that persons other than those listed on this Agreement shall not occupy premises as permanent residents. The undersigned may have occasional overnight and weekend guests. The undersigned are responsible for the conduct of their guests.

10. **CARE OF APARTMENT** - Mold occurs naturally in the environment, and there currently exists no federal or state standards for permissible levels of mold. Undersigned is required to take steps to control the growth of mold and by notifying the University Village office immediately about the existence of water leakage or overflow in or about the premises. Pests can be a nuisance as well as a health concern. If you have any problem with any pests (ants, mice, bed bugs, etc.) in or around your apartment, please contact the University Village office at (510) 526-8505 or emergency maintenance at (510) 642-2828. For non-emergencies, submit an online maintenance request at the online maintenance request link <https://maintenance.housing.berkeley.edu>. For tenants without a University address, they can submit a maintenance request at rssp_servrequest@berkeley.edu

11. **NOTIFICATIONS REGARDING OBLIGATIONS PERTAINING TO BED BUGS** - The undersigned 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 UC Berkeley Housing's protocol addressing bed bug prevention, response, and treatment may be found on the UCB Housing web site at <https://housing.berkeley.edu/bedbugs>

12. **NONWAIVER CLAUSE** - Any waiver or non-enforcement by the University of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this agreement. 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 installment so accepted, whether or not the University knew of the prior breach when rent was accepted.
13. **UTILITIES** - The University shall provide gas, electricity, water, internet and refuse collection services, with the following noted exceptions. The University is not responsible or liable for disruption of any provisional services. Residents are provided internet access via Wi-Fi (eduroam and Berkeley-IoT), and wired connection via the extra ports on their apartment's wireless access point (WAP). WAPs cannot be relocated, nor should they be tampered with or disabled, as they provide a common-good service for residents in adjacent rooms/apartments.

Effective July 2024, personal wireless routers will NOT be permitted for use on premises. Devices that require a local area network and/or inter-device connectivity, such as smart home devices, security cameras, wireless printers, and network attached storage are NOT supported on the campus network at this time.

Personal computers, tablets, and cell phones should connect via eduroam, while entertainment devices such as smart TVs, streaming hubs, and gaming consoles, should connect via the Berkeley-IoT network. Residents can get assistance with their in-room internet connectivity by contacting Student Technology Services (studenttech.berkeley.edu/techsupport).

All other utilities, including telephone services, shall be provided by the undersigned. The following may not be installed and/or operated in apartments: air conditioners, bidets, portable dishwashers, washers, dryers, freezers, or refrigerators (other than the refrigerator provided in the apartment). Installing any of these appliances is a violation of your rental agreement and you may be subject to administrative fines plus structural damage costs to the apartment.

Residents are prohibited from using university-provided utilities in a manner that creates unsafe conditions or constitutes misuse. This includes, but is not limited to, using outlets in your premises or any outlets on the outsides of buildings to charge electric or hybrid vehicles. Violations of this clause may result in termination of tenancy, and University's exercise of other available legal and/or contractual remedies.

14. **CONDEMNATION** - The undersigned agree that if said property is condemned, the University will terminate the agreement and refund all deposits due the undersigned, and the University shall not be liable for any costs or damages suffered by the undersigned as a result of condemnation.
15. **SUBLEASE** - The undersigned agree that their rights under this written Agreement are not assignable and the apartment may be subleased only to eligible families by prior agreement with the Assignments Office, during Summer i.e. June to August if the Undersigned continues to meet eligibility requirements for residency in Family Student Housing.

Unauthorized short-term subleases of any portion of, or the entirety of, a housing unit (or a parking space) are prohibited and constitute a breach of this Agreement that may result in immediate eviction. This probation on short-term subleasing applies to soliciting arrangements facilitated by services including but not limited to Airbnb, Homeaway, VRBO, Zillow, and Craigslist. Acceptance of any portion of a rent payment from any person other than a Permitted Occupant is also an unpermitted sublease that constitutes a breach of this Agreement and may result in immediate eviction. Any advertisement of published offer to engage in subleasing or short-term rental or short-term subleasing is also prohibited and constitutes a breach of this Agreement that may result in immediate eviction, including without limitation listing a unit, any portion thereof, or a parking space as available for occupancy on sites that facilitate such arrangements such as Airbnb, Homeaway, VRBO, Zillow, and Craigslist.

16. **PARKING** - Due to limited space, each apartment is eligible to be assigned ONE parking space, which may be a specific, reserved parking space, or may be the right to use one space in a designated zone of parking spaces, at the University's sole discretion. Undersigned is not allowed to sublease parking space. The University reserves the right to make parking assignments as available and include parking fees for guest spaces usage. Parking will be administered by the Parking and Transportation (P&T) Office which can be found here: <https://pt.berkeley.edu/home>. Residents who wish to be assigned a parking space, must register vehicles with the P&T office via their [website](#). Unregistered vehicles will be subject to ticketing and towing. Please review <https://pt.berkeley.edu/home> for more detail. Please note that, beginning in Academic Year 2024-2025, Residents who are assigned a parking space will be required to pay a fee for use of the parking space, as set forth on the P&T website, in addition to vehicle registration requirements..
17. **BUSINESS** - Business or commercial activities are prohibited on University property or in leased premises.
18. **NOISE** - None of the occupants or their 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. Pianos are only allowed in first floor apartments and must not be played during quiet hours. Quiet shall be maintained between the hours of 10:00 pm and 8:00 am on week nights, and between midnight and 8:00 am on weekends.
19. **MISREPRESENTATION** - Any false statements made on this Agreement will result in immediate termination of agreement.



Initial

20. **CHILDREN** - The undersigned agree to be responsible for the actions of their children and for their supervision in order to prevent harm to them and/or others or damage to property. The undersigned are financially responsible for the actions of their children.
21. **CONDUCT** - Undersigned is responsible for tenants and guests and is subject to both the University's Campus Code of Student Conduct and the Residential Code Of Conduct at this link <http://sa.berkeley.edu/code-of-conduct>
22. **FLAMMABLES** - The undersigned agree not to keep or permit to be kept in or about the premises: ammunition, fireworks, gasoline, naphtha, benzene, or any other chemicals or items that are toxic or explosive in nature. Undersigned agree not to park motorized vehicles including, but not limited to, automobiles, mopeds or motorcycles inside or within ten feet of a building.
23. **FIREARMS** - The undersigned agree not to bring weapons of any kind, B.B. guns, pellet guns, air guns, or slingshots, loaded or unloaded, onto any University property. It is unlawful to bring firearms, whether loaded or unloaded, onto University property under section 626.9 of the California Penal Code.
24. **RELOCATION BY UNIVERSITY** - The University reserves the right to relocate undersigned to a comparable dwelling at a comparable rent. Such relocation may be necessary in order to resolve disputes between neighbors, but relocation is not limited to such instances. The University has the right to exercise this relocation right in the University's sole and absolute discretion, for any reasons including, but not limited to, i) maintenance, rehabilitation or closure of all or part of a building or area, ii) changes of use in space, iii) crisis, safety or emergency situations, iv) student conduct violations, v) occupancy management needs and (vi) neighbor disputes.
25. **DAMAGES** - The undersigned agree to pay for any damages resulting from tenant neglect, including, but not limited to fire and water damage. Charges for damages and/or other miscellaneous charges to the apartment during occupancy will be billed to the undersigned, and are due on the first day of the month, and considered delinquent after the 15th day. Building interiors and exteriors may not be altered. Undersigned agrees not to make any repairs and to contact University Village office with any requests for maintenance.
26. **PERSONAL PROPERTY INSURANCE** - **The University of California highly recommends that Residents consider purchasing personal property insurance. Residents are liable for any and all damages they cause, including but not limited to their personal property, university-owned property, and the property of others.** The University does not provide personal property insurance or financial protection; assume any responsibility or liability for any loss or damage or destruction to the Resident's personal property, the personal property of others, 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 personal property or accommodation if an assigned space is rendered uninhabitable or personal property is damaged 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 assignments to accommodate those conditions. As a service, the University has arranged for students to obtain coverage from GradGuard.
27. **DEPOSITS** - The \$500.00 deposit referred to in section #1 of the Agreement is a deposit to secure payment of the undersigned's obligations under this Agreement. Said deposit will be refunded upon termination of this Agreement after deduction for any of the following: default in payment of rent; any loss or damage to the apartment or its furnishings; and for any necessary cleaning of the apartment beyond normal wear and tear.
28. **CHECK-OUT** - The undersigned is responsible for the apartment, including payment of rent, until check-out procedures have been completed (Intent to Vacate notice filed, account paid, apartment cleaned, forwarding address given, move-out inspection completed and keys returned to the Business Office in the Family Student Housing complex).
29. **ABANDONMENT** - Upon termination of the Agreement, the undersigned agree 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.
30. **LIQUIDATED DAMAGES** - In the event the University prepares and has served a Summons and Complaint and the University and the undersigned subsequently resolve their differences and the University allows the undersigned to continue to reside in the premises, the undersigned agree to pay the University liquidated damages in the amount of \$75 to cover the administrative costs involved in the preparation of the Summons and Complaint in addition to such costs for service as are actually incurred. Failure To Vacate: The Resident understands and agrees that the University may rent the apartment to new occupants effective the day following the termination of the Resident's Rental Agreement. New occupants may be scheduled to move into the apartment on that day. If the Resident does not vacate the apartment on their vacate date, the Resident shall be liable for \$125.00 per night in liquidated damages charge as well as any other charges allowed by law, including, but not limited to, any costs incurred in providing alternate or temporary housing for the new occupants.

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 for such an 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 Campus Solutions 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.
31. **SMOKING** - Smoking is prohibited in all areas of the premises, including individual apartments, bedrooms, restrooms, community spaces, balconies, parking lots, courtyards, or external stairways. Smoking of any substance including electronic cigarettes and vaporizers, recreational and medical marijuana is prohibited, and this Agreement will be terminated for any smoking violation. Undersigned agree not to dismantle the smoke detector, remove its battery, cover, or tamper with it, and to report to the Maintenance Office any malfunctions.
32. **DEADBOLTS, LOCKS, AND KEYS** - Installation of additional deadbolts or locks/chains on apartment doors is prohibited. If a key is lost, the undersigned will be charged for the rekeying of the premises. Residents shall not duplicate keys.

33. **TELEPHONE WIRING** - Pursuant to Civil Code section 1941.4, 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 undersigned remains responsible for the telephone and wiring between the telephone and the telephone jack. If there is a problem with telephone service, the undersigned must first determine that the problem is not in the telephone or the wiring running to the telephone jack. Once it is determined that the problem is not in either the telephone or wiring, the undersigned is required to notify the University in writing and then arrange for any necessary repair with their telephone carrier. The actual bill must be presented to the office and the undersigned's University rental account will be credited for the cost of the repair. If the undersigned does not report such problems to the University in advance or does not acquire prior approval from the manager, and incurs a cost for repair, the University shall not be liable for reimbursement to the undersigned for costs incurred for such repair.

34. **GENERAL PROVISIONS** - The undersigned certify that the statements on this Agreement are correct and agree to comply with the terms and conditions of the contract incorporated herein; the rules and regulations pertaining to Family Student Housing occupancy attached hereto; the University regulations regarding standards of conduct; and State and other applicable laws.

The University annually reviews current eligibility and conduct compliance. The undersigned will be subject to a termination notice after the first year of occupancy should the undersigned fail to adhere to eligibility requirements and/or fail to adhere to housing rules and regulations.

Non-student tenants are responsible for adhering to the residential policies and expectations set forth in the Residential Conduct Code. Although the code is intended for registered students, all non-student residents listed in the rental agreement are equally bound to the policies.

Failure to comply with the terms and conditions of this Agreement, and/or rules and regulations of occupancy, and/or University regulations regarding standards of conduct as they presently exist and are subsequently amended or modified, may result in forfeiture of right to occupancy of premises. Appropriate action will be instituted to terminate the Agreement, remove undersigned from the premises, and grant the University possession and damages for breach of said terms and conditions, including the rules and regulations.

The University retains the right to refuse assignment to persons who have been evicted from Family Student Housing or have previously breached a University rental agreement.

35. **COMMUNICABLE DISEASE:** If you should contract a communicable disease, you may be required to leave University Housing until you are no longer contagious. This is due to the hazard of infecting others in the Residential environment.

NO WARRANTY. UNIVERSITY MAKES NO WARRANTY WITH RESPECT TO THE SAFETY OF THE PREMISES WITH REGARD TO ANY INFECTIOUS DISEASE.

LIMITATION OF LIABILITY. NEITHER THE UNIVERSITY, NOR ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY CLAIMS OF LOSS, EXPENSE, OR DAMAGE TO RESIDENT RELATING TO THE ACQUISITION OF OR EXPOSURE TO ANY INFECTIOUS DISEASE.

36. **SEVERABILITY.** If any provision of this Contract or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Contract shall be enforced to the maximum extent permitted by law.

37. **MEGAN'S LAW** (California Civil Code 2079.10) - Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

38. **SB712 MICROMOBILITY SCOOTERS:** Subject to certain exceptions, University will not prohibit Residents from owning, storing, or recharging, in their dwelling units, a personal micromobility device that is (i) not powered by an electric motor, or (ii) if an electric motor powers the device, such device meets the following specific safety standards: E-bikes: UL 2849, the Standard for Electrical Systems for E-bikes, as recognized by the United States Consumer Product Safety Commission, or EN 15194, the European Standard for electrically powered assisted cycles. E- scooters: UL 2272, the Standard for Electrical Systems for Personal E-Mobility Devices, as recognized by the United States Consumer Product Safety Commission, or EN 17128, the European Standard for personal light electric vehicles (PLEV). If a device's battery fails to meet these standards, a Resident must maintain an insurance policy covering storage of the device in their rental unit, and the University can prohibit the Resident from charging the device inside the unit.



RESIDENTIAL AND STUDENT SERVICE PROGRAMS
2610 CHANNING WAY #2272
BERKELEY, CALIFORNIA 94720-2272

Amendment to the Rental Agreement

Tobacco-free Policy

The undersigned is advised that effective January 1, 2014, the UC Berkeley Campus including University Village Apartments in Albany will be tobacco-free zones.

This means that smoking, the use of smokeless tobacco products, and the use of unregulated nicotine products will be prohibited in indoor and outdoor spaces at all UC facilities and grounds, whether owned or leased. Smoking will be prohibited everywhere in University Village Apartments including inside all East and West Village apartments and anywhere on the University Village premises to the edge of the property line. This means that smoking, the use of smokeless tobacco products, and the use of unregulated nicotine products will be prohibited in indoor and outdoor spaces at all UC facilities and grounds, whether owned or leased.

Residents will be responsible for ensuring that their family, other occupants, and guests comply with the tobacco-free policy. Failure to comply with this new policy may result in forfeiture of your right to occupy the premises.

Signed: _____

Dated: _____

PLEASE CONTINUE TO NEXT PAGE

UNIVERSITY OF CALIFORNIA, BERKELEY

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

RESIDENTIAL AND STUDENT SERVICE PROGRAMS
2610 CHANNING WAY #2272
BERKELEY, CALIFORNIA 94720-2272

ADDENDUM TO THE RENTAL AGREEMENT #1 **NOTICE TO RESIDENTS OF FAMILY STUDENT HOUSING**

This Notice amends the rental agreement entered into between the University and the Resident. The Resident acknowledges by signing this addendum that the University has advised the Resident that the premises may contain mold. The University hereby advises the Resident that mold occurs naturally in the environment and currently federal or state standards regarding acceptable levels of mold in residential dwellings do not exist.

The Resident is required to take reasonable steps to control the growth of mold and mildew keeping the premises dry, clean and well ventilated, particularly when showering, bathing, washing dishes, or doing laundry. The Resident must notify the University immediately of the existence of any moisture, standing water or water intrusion of any kind, or mold conditions in order to provide the University an opportunity to evaluate the conditions and/or to make recommendations regarding appropriate actions. Material damage to the premises resulting from the Resident's failure to comply with this addendum may lead to liability for repair costs and/or termination of the tenancy. The Resident acknowledges that the University may reassign the Resident to another unit, terminate the Resident's Rental Agreement upon sixty (60) days' notice, or evacuate the Resident if the University determines that mold levels on the premises are unacceptable and require remediation. In the event of an immediate evacuation, the University shall provide the Resident with alternate housing for a period of thirty (30) days following evacuation at the same rental rate as that applicable to the evacuated premises.

Resident Obligations:

1. Ventilate the premises and maximize air circulation by using the fan above the stove or opening a window when cooking. Use bathroom fans while showering or bathing. Avoid placing furniture against walls or storing boxes under beds or couches. Open windows when the weather permits. Avoid unnecessary creation of moisture, such as keeping houseplants that require continually moist soil; using fish tanks; or air drying laundry inside the apartment.
2. Regularly clean the premises to avoid the accumulation of dirt and debris. Remove visible moisture accumulation from floors, walls, ceilings, windows and other surfaces as soon as possible. Regularly clean the window tracks and keep free of water and condensation. Wipe up and fully dry water spills from any source. Remove any visible mold or mildew utilizing a diluted bleach solution (one cup bleach to one gallon water) OR any mold-killing product, following manufacturer's instructions. (Do NOT Use or Mix Bleach with other cleaning products.) Some disinfectant or anti-microbial solutions may also be effective in treating and preventing mold growth. Wear gloves during cleanup and do not spread the mold. Ensure that work areas are adequately ventilated, and do not undertake such cleanup if the same is hazardous to your health, the premises, and /or any personal property.
3. Maintain proper indoor temperatures; avoid excessive heating beyond recommended guidelines (federal standard 68 F degrees).
4. Notify the Village Office of any of the following problems:
 - Evidence of a water leak, running toilets, or excessive moisture.
 - Evidence of mold or mildew-like growth that cannot be removed by applying a diluted bleach solution OR a mold-killing product.
 - Failure or malfunction in the heating, ventilation, air conditioning, or laundry systems.
 - Inoperable or malfunctioning doors or windows.

The foregoing list of preventive measures is not exhaustive but rather general examples of reasonable steps that Resident's must take to prevent and control the growth of mold and mildew.

Address:

Resident

By: _____ Date: _____

University of California

By: _____ Date: _____

PLEASE CONTINUE TO NEXT PAGE



RESIDENTIAL AND STUDENT SERVICE PROGRAMS
2610 CHANNING WAY #2272
BERKELEY, CALIFORNIA 94720-2272

ADDENDUM TO THE RENTAL AGREEMENT #2

NOTICE REGARDING UNAUTHORIZED APPLIANCES

East & West Village apartments were not built to accommodate washers, dryers, dishwashers, bidets, window air conditioners, freezers, or refrigerators (other than the refrigerator provided in the apartment). Small satellite dishes may be placed only on balconies and patios which constitute your rental space, but cannot be attached or installed to the façade or roof of your apartment building or on the common grounds. Installation of these appliances, or illegal installation of a satellite dish, is a violation of your rental agreement. Violators may be subject to charges for the cost of repairs and damages, and possible termination of the rental agreement.

For questions on maintenance, please contact the Village Office at (510) 526-8505.

For questions on the rental agreement or legal proceedings, please contact the Assignments Office at (510) 642-4109, apts@berkeley.edu.

Signed _____

Date _____

PLEASE CONTINUE TO NEXT PAGE



RESIDENTIAL AND STUDENT SERVICE PROGRAMS
2610 CHANNING WAY #2272
BERKELEY, CALIFORNIA 94720-2272

ADDENDUM TO THE RENTAL AGREEMENT #3

FOR PARENTS WITH SCHOOL AGE CHILDREN ONLY

PLEASE NOTE: The authorization described below:

- is only for parents of school aged children who will be attending the Albany Schools, is completely **OPTIONAL**, and
- has no impact on the contractual agreement for your tenancy in University Village.

To: New University Village Residents with school age children:

Each year, the Albany Unified School District (AUSD) asks UC Berkeley Housing to provide information regarding new residents with school age children who move into University Village Family Housing. The AUSD uses this information to plan for staffing needs during the upcoming academic year in an effort to better serve your children who will be attending Albany schools.

With your authorization, UC Berkeley Housing (the Apartment Assignments unit) will provide the resident's name as the parent/guardian, and each child's name and birthdate to AUSD officials. To authorize the disclosure of the referenced information to the Albany Unified School District, please sign below.

Please note that this disclosure does not enroll your student in school or in any way provide priority. This information is used for planning purposes only. To register your child with the Albany School District you must schedule an enrollment appointment at the District Office at 1051 Monroe St., Albany. Please bring a copy of your University Village rental agreement (signed by a University official) to the appointment to verify your residency. For more information see <http://www.ausdk12.org> or call (510) 558-3762.

Resident signature: _____

Date: _____

PLEASE CONTINUE TO NEXT PAGE



RESIDENTIAL AND STUDENT SERVICE PROGRAMS
2610 CHANNING WAY #2272
BERKELEY, CALIFORNIA 94720-2272

**AGREEMENT FOR RENTING
ADA Accessible Apartment**

This is an addendum to the rental agreement signed on for the apartment located at _____, in which the University of California is the Lessor, and I am the Lessee. I understand that my apartment assignment, as indicated above, has been modified to be an ADA-compliant apartment. I also understand that should an incoming or current resident require an ADA-compliant apartment and needs to be accommodated; I will have to relocate from this apartment to the first apartment comparable in rent.

The University will attempt to supply as much notice as possible but no less than thirty (30) days' notice. Rental charges will be pro-rated so that I am charged only for those days I actually occupy the apartment. This agreement does not change any other terms of the rental agreement.

Resident's signature _____ **Date** _____

The Regents of the University of California

By _____ **Date** _____