

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



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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



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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



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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 Cal 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, Cal 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



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**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 transfer 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** _____