



## IMPORTANT INSTRUCTIONS

*Please read carefully*

The University of California, Berkeley Residence Hall 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. ON CAMPUS APARTMENT CONTRACT: THE ENCLAVE APARTMENTS

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: <http://reslife.berkeley.edu/conduct/residential-code-conduct>. Your contract, including these Terms and Conditions of Residence and the terms and conditions of the Residential Code of Conduct are referred to in this document, collectively, as the Contract or Agreement.

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

### B. STUDENTS OVER 18 YEARS OF AGE ONLINE ACCEPTANCE

Students over 18 years of age may accept their housing contracts online and pay the \$300 advance payment by credit card.

### C. STUDENTS UNDER 18 YEARS OF AGE

Students under 18 must have a parent or legal guardian accept their housing contracts. Your parent or legal guardian will be required to provide their name, address, and relationship to the contract holder. The parent or legal guardian will be required to agree to and accept the terms of the contract.

### D. FINANCIAL AID STUDENT RECIPIENTS

The advance payment is due prior to the distribution of financial aid payments. If you are a financial aid recipient and are unable to pay the full advance payment of \$300, you may call the Cal Housing Assignments Office at 510.642.4108 to request an exception or smaller advance payment. If you do not make the full advance payment or partial payment by the contract deadline, your contract will be cancelled and you will be removed from the waiting list.

**PLEASE NOTE** that if you are a financial aid recipient, apartment Residents living in Channing-Bowditch, Martinez Commons, New Sequoia, Clark Kerr, Wada, Panoramic Berkeley, and The Enclave are only eligible for the living in an on-campus apartment financial aid student budget, which is lower than the on-campus residence hall package. In the 2020-21 academic year, the maximum On-Campus Apartments allocation was \$14,720. The cost for some room types are higher than the allocation. Thus, financial aid recipients living in some room types will need to supplement their funding or budget accordingly. For more information, go to: [financialaid.berkeley.edu/cost-attendance](http://financialaid.berkeley.edu/cost-attendance)

## 1. ELIGIBILITY

To be eligible for this housing contract, you must be a regularly enrolled, full time, registered UCB undergraduate student as defined by the Office of the Registrar for the term of this contract.

## 2. PERIOD OF RESIDENCE

**A. The Fall and Spring Semesters 2021-2022**, as defined by the official University Academic Calendar for graduate and undergraduate students shall constitute the period of residence, except for the semester break period listed below. Room and board fees are based upon the official University Academic Calendar. All residence halls will remain open for the Thanksgiving holiday and the Spring recess without dining service. Residence hall contracts signed for the Spring Semester shall be in effect for that semester only.

**B. Early Occupancy Related to Orientation or Other Pre-Approved Programs:** Residents eligible under specific University programs and/or per the sole discretion of Cal Housing may be permitted to take early occupancy prior to the start of the Fall semester opening date, with the date to be determined by Cal Housing. Residents that take early occupancy under this provision will be subject to assessment of additional room and board charges. Residents that take early occupancy under this provision immediately become subject to all applicable terms and conditions contained within this agreement.

In addition, certain Residents may be required to take early occupancy prior to the start of the Fall semester opening date to accommodate staggering of Resident arrivals per public health recommendations, with the date to be determined by Cal Housing (earliest arrival date under this scenario is Monday, August 16, 2021). If you are required to arrive early, you will be notified in advance. Residents that take early occupancy under this staggering process will be subject to assessment of additional room charges. Residents that take early occupancy under this provision immediately become subject to all applicable terms and conditions contained within this agreement.

## 3. SEMESTER BREAK

All apartment buildings will remain open for the winter break and room rates are inclusive of occupancy during this time period. The University reserves the right to close any premises other than the apartments or halt any services in the residential complex during an academic recess and the Resident shall not be entitled to any pro rata rent decrease or reimbursement for the period of said closure or cessation of services.

## 4. PAYMENTS

**The \$300 advance payment** must be submitted when you complete your on-campus apartment contract. The balance of the annual housing fee may be paid in a lump sum prior to occupancy, or in monthly installments. Installment payments are due every month from August 2021 through May 2022. Five housing installments for each semester will be shown on Cal Central in My Finances. Your account will indicate the specific date your payment is due. It is your responsibility to ensure that payments are received by the Campus Billing and Payment Office on time or you will be subject to late fines and other sanctions. These late fines and other sanctions will be shown on your Cal Central. Fees will also be assessed for any returned checks, and you are liable under Civil Code section 1719 for triple the amount of the check (a minimum of \$100 and a maximum of \$1,500) if you have not provided funds necessary to cover the check within 30 days following a written demand.

**You are responsible for monitoring charges** on your student account and ensuring payments are made in a timely manner. Note, charges on your student account may have different due dates. Do not assume all charges are due at the same time. Payments made to your student account will apply to the oldest invoices first. If you have past due charges, payments will apply to these charges and will not be redirected to pay newer charges.

**Any additional miscellaneous charges**, which include damage or key replacement charges that may accrue on your account during a given month are payable in the following month. These charges will appear on Cal Central. It is your responsibility to pay any charges that you incur. The same deadlines, service charges, and penalties apply to delinquent accounts as detailed above.

**If your account becomes delinquent**, it may be referred for collection with the assessment of collection costs, late fees, and any additional legal costs incurred in collecting the outstanding balance. Notwithstanding any referral to a collection agency, the University retains the right to serve any Resident with a Three-Day Notice to Perform Covenant or Quit. In the event that you do not pay the required housing fees by the established deadline, your contract may be cancelled.

**Should your account become delinquent**, action will be taken to lapse your status, block registration, and/or withhold meal service. If meal service is withheld, you will not receive a refund for missed meals due to sanctions. To prevent such sanctions, you should contact the Cal Student Central at 510.664.9181 prior to the payment deadline. According to Federal policy, Residents withdrawing from the University

who are entitled to a housing refund may have a portion of the refund deducted from their refund check if they received any Federal Financial Assistance. The funds deducted from the refund will be returned to the granting agency.

**Late payment penalties** are assessed at the rate of \$25 monthly on accounts with a delinquent balance of \$50 or greater. Late fees will continue to be assessed every 30 days and are due the day after they have been assessed. No more than one late fee will be assessed in a 30 day period. Once a student account becomes past due and late fees are assessed you must pay past due charges and late fees to bring the account current.

## 5. FEES

**If you fail to take occupancy of your housing assignment,** and do not notify the University, in writing, prior to the contract start date, the University may continue to charge you. Residents shall be liable for payment of housing fees until a replacement, if any, can be secured by the University and assigned to the same space, and/or the University has waived such liability in writing.

**In case of late occupancy,** the on-campus housing fee will be adjusted proportionately to the date when you actually move in, provided that the delayed occupancy has been approved in writing by Cal Housing Office. There will be no refund if cancellation of the residence hall contract occurs after December 1 for Fall Semester and May 1 for Spring Semester.

**The University reserves the right to change the fees for on-campus housing,** provided the announcement is made 30 days prior to the beginning of the academic year. An increase in fees may not exceed five percent (5%) of the fees quoted for residence halls for the Fall and Spring Semesters 2020-2021, as defined in the foregoing calendar.

**In addition to housing rates, all Residents will be assessed a \$45 nonrefundable Student Experience fee.** This fee is managed by Residential Life on behalf of the Residents to support the development and execution of activities, programs and events within the Residential community, which may be delivered in person or remotely, as determined in collaboration with Residential Life. A portion of each Student Experience fee is allocated to the Residence Hall Assembly and Hall Associations. Within the allocation for Hall Association, funds are also designated to cover the repair of damages in the common areas caused by Residents or Residents' guests. Damage charges in excess of the designated amount shall also be billed to the hall association where individual liability cannot be established. For Spring Semester only contracts, the nonrefundable Student Experience fee is \$23.

## 6. LIQUIDATED DAMAGES

**Liquidated damages are imposed under certain conditions** as set forth elsewhere in these "Terms and Conditions of Residence." The Resident agrees that the noted liquidated damages are reasonable and are presumed to be the amount of damage sustained by the University because it is impracticable or extremely difficult to fix the actual damage.

## 7. TRANSFERS

**Residents who wish to transfer** from one room or residence hall to another may submit a written transfer request to the Cal Housing Office using the "Contract Transfer Form" available for download at [housing.berkeley.edu](http://housing.berkeley.edu). Upon written approval by the Cal Housing Office, transfers shall be made on a space available basis.

**Unauthorized Room Changes:** Resident may not move to another room from their assigned room without prior written approval from the University. Unauthorized room changes may result in the Resident being required to return to the original assignment, denied the opportunity to participate in any other room change, disciplinary action, and/or cancellation of the housing contract.

**University Housing is a community living environment** in which Residents are assigned rooms, and roommates/apartmentmates. Although rare, Residents in shared rooms may not have a roommate during a portion of the contract period. In such instances, new roommate(s) may be assigned at any time, with or without advanced notification. Resident agrees not to occupy or store personal belongings in vacant spaces and to welcome new roommate(s)/apartmentmate(s) when assigned. In the case that there is a vacancy in a residence hall room, the University may release the current Resident(s)' name, phone number, and email to a prospective Resident, in order to facilitate proper notification of a new Resident entering the room and to ensure a successful roommate match.

## 8. CANCELLATION OF RESIDENCE HALL CONTRACT

### A. Contract Cancellation • By Resident

Housing Contract cancellation is not guaranteed and is contingent on an eligible replacement accepting your housing Contract. Contract holders and Residents requesting cancellation shall continue to be liable for housing fees until an eligible replacement is found and/or the request is approved by the Cal Housing Office in writing. If an eligible replacement is not found, the Contract holder or Resident is financially responsible for the entire balance of the contract. Changes in the availability of in-person instruction or any

other in-person campus programs or activities are not grounds for the Contract holder or Resident to cancel. By accepting the housing Contract, Contract Holders and Residents accept the risk of these changes in campus operations.

Exceptions to the policy and approved reasons for contract cancellation include:

**1. Revoked admission, withdrawal, graduation before end of academic year, dismissal, or leave of absence** from the University for verified academic or medical reasons with appropriate documentation.

Cancellation or withdrawal of registration by the Resident from the University does not constitute a “written approval” by Cal Housing to cancel this contract. A Resident who plans to or has cancelled or withdrawn their attendance must provide Cal Housing with supporting documentation of their change in enrollment to be considered for a cancellation of this Housing Contract.

**2. Marriage after execution of the on-campus housing contract** and upon presentation of the marriage certificate to the Cal Housing Office.

All requests for cancellation of a residence hall contract **MUST BE SUBMITTED IN WRITING TO THE CAL HOUSING OFFICE USING THE “RESIDENCE HALL CONTRACT CANCELLATION REQUEST” FORM.** This form is available at the Cal Housing Office located at 2610 Channing Way or at [housing.berkeley.edu](https://housing.berkeley.edu).

In the event of contract cancellation approval, the effective cancellation date will be the date of the University approval. Once a replacement is found, and/or the request for cancellation is approved, a Contract Cancellation Fee will be imposed as liquidated damages, and will be included in the billing statement. A \$150 contract cancellation fee will be imposed if the cancellation approval date is prior to occupancy and a \$300 contract cancellation fee will be imposed for cancellation approved subsequent to occupancy. The Resident agrees that this fee is reasonable and is to cover estimated University damages, which are difficult or impractical to determine. The liquidated damages charge shall be in addition to the prorated housing fees for which the Resident will remain liable until a replacement is found and/or the request for cancellation is approved. A Contract Cancellation Fee shall not be imposed in the following circumstances:

- a. **Resident will graduate before the end of the contract term.**
- b. **Resident has been denied admission to the University.**

- c. **Resident has completed a medical withdrawal approved by the Tang Center.**

Appropriate documentation must be submitted to the Cal Housing Office in the cases of graduation and non-admission. All other reasons for requesting cancellation of the Housing Contract will be reviewed on an individual basis and you are responsible for housing fees until a replacement is found, and/or the request is approved. Requests for contract cancellation will not be considered until the cancellation is requested in writing and you have submitted the appropriate supporting documents.

**B. CONTRACT CANCELLATION • By the University**  
The University may cancel this Contract and all attendant rights of occupancy upon 30 days notice to the Resident.

In addition, the University may terminate this Contract with less than 30 days notice if the University reasonably determines (i) that cancellation is necessary for operation of its housing program, including but not limited to the need to take preventative or mitigatory action regarding the spread of infectious disease or (ii) that cancellation is necessary for compliance with an order of a public health authority.

In addition, you may be subject to a Three-Day Notice to Perform Covenant or Quit or a Three-Day Notice to Quit for any reason allowed by law, including the following:

**1. If you cease to be a registered student** as defined by the University’s Office of the Registrar.

**2. If you violate the terms of this on-campus housing contract**, these “Terms and Conditions of Residence”, provisions of *Residential Code of Conduct* (see guide online at: [reslife.berkeley.edu/conduct/residential-code-conduct](https://reslife.berkeley.edu/conduct/residential-code-conduct)), or are found guilty of misconduct. Note: the Residential Code of Conduct requires compliance with measures to reduce the risk of transmission of COVID-19 (e.g., required testing, face-coverings, etc.), and is subject to change from time to time. Residents must review the Residential Code of Conduct regularly.

In the event of exclusion from University housing due to disciplinary action, Residential Conduct typically communicates the deadline for when the Resident must vacate. In the case where a Resident is excluded from housing and a deadline is not communicated, the excluded Resident will need to vacate the assigned room within five days of receiving notification of exclusion from or ineligibility for University housing, or be subject to the Three-Day Notice To Quit Process.



**3. Conduct.** The University shall have the right to cancel this Contract and require that the Resident vacate the premises and all University Housing facilities if the University determines that the Resident's conduct is not suitable or appropriate for University Housing. Without limiting the foregoing, the University may exercise its cancellation rights hereunder if: (i) the conduct or living habits of the Resident or any Permitted Occupants have caused other occupants of the premises or the building to vacate or request reassignment to other University Housing; (ii) if the University has received complaints from other occupants of the premises or the building attributable to the Resident or Permitted Occupants; or (iii) if the continued occupancy of the premises by the Resident creates, in the University's sole and absolute discretion, a clear and present danger to other occupants of the premises or the Building, or employees working in or around the Building, in which event, upon the request of the University, the Resident shall vacate the premises entirely on a "same day" basis. Such decisions shall be at the discretion of the Vice Chancellor - Student Affairs, Chief Operating Officer – Residential Student Service Programs, Director - Residential Life, or Director - Cal Housing. Additionally, the University reserves the right to refer any in-stances of misconduct or disruptive behavior, including online activity involving electronic mail or social media, attributable to the Resident to the University's judicial procedures for further action.

#### **C. CONTRACT CANCELLATION • No Occupancy**

If you do not move in by September 6, 2021, for the Fall Semester (or other date specified for your move-in, if applicable) and by January 24, 2022, for the Spring Semester without previously obtaining approval in writing from the Cal Housing Office of your intent not to move in, you will be liable for payment of housing fees until a replacement is found, at which time your contract will be cancelled and a \$150 Contract Cancellation Charge will be imposed.

#### **9. HOUSING APPEALS PROCESS**

In the event that a request for Housing Contract Cancellation is not approved through the normal cancellation process, a Resident may submit a written appeal to be reviewed by the Housing Appeals Board. Housing Appeal requests must be initiated at the Cal Housing Office using the Housing Appeals Form (available at [www.housing.berkeley.edu](http://www.housing.berkeley.edu))

#### **10. VACATING THE RESIDENCE**

**A. Upon cancellation of the contract,** Resident shall be individually liable for the removal of all property of the Resident. Any Resident property left in the residence after the cancellation date will be deemed abandoned, and the University may take possession of and dispose of such

property in any manner it deems appropriate in accordance with University regulations and applicable law, without any liability to the University whatsoever.

Resident understands and agrees that the Resident remains financially obligated for the assigned room until the Contract cancellation has been fully submitted, approved, and keys have been returned.

#### **B. FAILURE TO MOVE**

If you do not vacate the residence hall by the designated move-out date and time, you will be liable for \$100 per day liquidated damages in addition to a prorated housing fee until you actually move out. Any Resident discovered to be in a closed residential facility without prior authorization shall be considered trespassing on University property and legal or University sanctions may be imposed.

#### **11. 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 or owner representative personnel. You accept responsibility for promptly notifying The Enclave staff of all conditions that require repair.

You shall notify the University or owner representative personnel of maintenance requests, as specified by the on-site management team. Residents who notify The Enclave staff of a maintenance concern agree to allow University or owner representative staff entry into the room to address the repair. University or owner representative personnel will perform all necessary repairs, painting, or other alterations to residence.

You may not perform or arrange for others to perform any repairs to damages or any corrections of deficiencies in the premises whether during the Resident's tenancy, or upon cancellation of tenancy. The foregoing shall not limit your right to request that the University repair damage, correct deficiencies, or otherwise service the premises during the tenancy. Notwithstanding such a request, you shall be liable for any damages done to the premises or deficiencies created by your occupancy, normal wear and tear excepted. To ensure a mini-mum of wear to furniture, bedroom furniture must remain in your room and common area furniture must remain in the common area.

#### **12. DAMAGES**

All Residents are individually responsible for loss or damage to their rooms. All Residents of a residence hall floor, suite, or apartment, under the University's discretion, shall be jointly and severally liable for loss or damage to common areas

where individual responsibility cannot be determined. Resident is expected to report all incidents of inappropriate behavior, including those resulting in room, suite, or floor damages. If individual liability cannot be determined, damages become the shared responsibility of roommate/suitemate/floor mates. Resident agrees to bear the cost of the repair of any damage or restoration of the building, equipment, or furnishings resulting from neglect or willful act of the Resident, Resident's guest(s), or other person for whom the Resident is responsible. Upon receipt of notice for loss or damage to the University facility or its fixtures, furnishings, or equipment beyond ordinary wear and tear based on the standard of the University or its affiliates (including leaving said rooms or furnishings in an unsanitary or hazardous condition), damage charges will be assessed on the Resident's CalCentral account balance.

The on-site management office at The Enclave Apartments will direct Residents to confirm the condition of all items in the apartment at or around the start of occupancy. At the end of the term, or upon vacating the room for any other reason, you shall be responsible for restoring the premises and furniture to the same condition and location they were in at the time of occupancy. A change in the condition of the items in the apartment will result in fees for repair or replacement. Reasonable wear and tear is expected.

### 13. USE

Assigned space is for residential purposes only and may not be used in any manner other than as a personal residence. Activities of business or commercial nature are not permitted on **University** property. Resident shall not pursue any business in their room/apartment or on the premises. Resident may not inscribe or affix any sign, advertisement, or notice on any part of the inside or outside of the buildings or premises in connection with any business or service.

### 14. CAL 1 CARD

**Residential and Student Service Programs uses a computerized system to control access to its facilities and services.** Your Cal 1 Card (i.e. your photo ID card) is used to gain access to residence hall and dining facilities. You may deposit money onto your Cal 1 Card debit account online by going to [cal1card.berkeley.edu](http://cal1card.berkeley.edu). You may use those funds to pay for laundry/vending services in the residence halls, printing/copying services at the library and IST computing centers, and for purchasing food, supplies, textbooks, Cal Gear, etc. at more than 70 on- and off-campus merchant locations. For a complete list of accepted Cal 1 Card merchant locations and applicable discounts/promotions and to learn

more about the benefits of using your Cal 1 Card, visit [cal1card.berkeley.edu](http://cal1card.berkeley.edu).

Campus policy makes it mandatory for all campus community members to obtain a Cal 1 Card ID and prohibits custody transfer of the ID. If your card is lost, stolen, or willfully damaged, you may obtain a replacement card from the Cal 1 Card office for a \$25 nonrefundable replacement fee. Lost or stolen Cal 1 Cards should also be reported immediately by going to [cal1card.berkeley.edu](http://cal1card.berkeley.edu) and deactivating your card. The Cal 1 Card office located at 212 Sproul Hall and is open Monday–Friday from 9 a.m. to 4:30 p.m. To get your Cal 1 Card, you **MUST** provide your Student ID Number (SID) and present a current government-issued photo identification card (e.g. driver's license or passport). **Email:** [cal1card@berkeley.edu](mailto:cal1card@berkeley.edu) or **phone:** 510.643.6839

### 15. PARKING

#### University Parking

There are not enough parking spaces for all of the faculty, staff and students who work and study at the University of California, Berkeley. A limited number of parking spaces will be allocated to Residents on the basis of demonstrated compelling need. Permits will be issued, on the sole discretion of the University, based upon consideration of medical needs, job requirements, academic needs, or other extenuating circumstances. An application is online at: <https://pt.berkeley.edu/parking/student-permits>

### 16. RESIDENTIAL CONDUCT POLICIES

**Residents must be regularly enrolled students**, as defined by the Office of the Registrar at the University of California, Berkeley or a member of an approved affiliate group. In addition to the University Policies and Regulations, residential community members are also responsible for adhering to Residential Conduct Policies. The Department of Residential and Student Service Programs has been granted authority by the Office of the Dean of Students to adjudicate violations of the Residential Conduct Policies as stated in the **Residential Code of Conduct** which is incorporated herein by reference. The Guide is available online (in the right column) at: <https://reslife.berkeley.edu/conduct/residential-code-conduct>

**Residents are accountable for adhering to residential conduct policies** within all property of the University of California deemed as residential living facilities, including residence halls, apartments, dining commons, unit administrative buildings, and contiguous areas, unless otherwise noted in a specific policy. See **Residential Code of Conduct** which outlines actions that are prohibited.

**The University reserves the right** to make other rules and regulations as in its judgment may be necessary for the safety, care, and cleanliness of the premises and for the preservation of the educational function of the University. The Resident agrees to abide by all additional rules and regulations that are adopted. Violations of these rules and regulations may become the basis for disciplinary action.

## 17. THEME & SPECIALTY ENVIRONMENTS

Residents of the African American, Asian Pacific American, Native American, Casa Magdalena Mora, UNITY House, Empowering Womxn in STEAN (WISE), and the Global Environment Theme House Programs as well as Freeborn Hall (Substance-Free Environment) agree to comply with the special rules, which are incorporated by reference herein and participate in the activities unique to those communities. Failure to comply may result in forfeit of assigned community space.

## 18. QUIET ENVIRONMENT

Residents residing in quiet environment halls agree to abide by the guidelines provided, which are incorporated by reference herein.

## 19. MISCELLANEOUS

### A. Relocation/Reassignment

This 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, suite or hall within the University's reasonable discretion, permanently or temporarily. Any Resident residing in a room with special modifications or accessibility for persons with disabilities may be transferred to another room should the need arise for the modified room. In all instances except emergencies, reasonable notice shall be given. The University reserves the right to use all residence halls during the Semester Break as defined by the official University Academic Calendar.

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 (including procedures relating to the reducing the risk of disease transmission or outbreak or responding to any such transmission or outbreak), iv) Resident conduct code violations, v) unresolvable incompatibility of roommates, and vi) occupancy management needs.

### B. Temporary Housing Space

The University shall have the right, at its sole and absolute

discretion, to make a temporary housing assignment for the Resident if the University deems such an assignment necessary or desirable. If and when the University assigns the Resident to a long-term residence, the Resident shall be obligated to enter into a new housing contract for such long-term residence, and from and after the date of such long-term residence assignment, the Resident shall be obligated to pay the Residence Fees applicable to such long-term residence. Residents of a temporary housing space agree to comply with the terms of the Temporary Space Addendum, which are incorporated by reference herein.

### C. Reassignments Due to Conduct

The University may reassign the Resident or other Permitted Occupants if the University deems it necessary or desirable in order to protect the ability of other occupants of the premises (or the building) to enjoy a reasonably orderly living and academic environment, or to protect the health and safety of such other occupants or employees working in and around the Building. Without limiting the foregoing, the University may exercise its reassignment rights hereunder if: (i) the conduct or living habits of the Resident or any Permitted Occupants have caused other occupants of the Premises or the Building to vacate or request reassignment to other University Housing; or (ii) if the University has received complaints from other occupants of the premises or the building attributable to the behavior of Resident or Permitted Occupants; or (iii) if the continued occupancy of the particular premises by the Resident creates, in the University's sole and absolute discretion, a clear and present danger to other occupants of the premises or the Building or employees working in or around the Building, in which event, upon request of the University, the Resident shall vacate the premises on a "same day" basis.

Such decisions shall be at the discretion of the Vice Chancellor - Student Affairs, Chief Operating Officer – Residential Student Service Programs, Dean of Students, Director - Residential Life, or Director - Cal Housing. Additionally, the University reserves the right to refer any instances of misconduct or disruptive behavior attributable to the Resident to the University's judicial procedures for further action. Pending the outcome of any such University disciplinary procedure, the University may require the Resident to be reassigned to other University Housing.

### D. Legal Fees

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 prevailing 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.

**E. The University shall provide** up to \$50 per month for Double Studio Units, \$75 per month for 2-Bedroom Units and up to \$100 per month for 4-Bedroom Units coverage of utilities including electric, gas, water and refuse collection services. Residents are responsible for monitoring and limiting their utility usage in an effort to conserve. Unit overages beyond \$100/month are the Resident's financial responsibility, and will be billed to the Resident's CalCentral account. The University or Owner does not assume responsibility for disruption of these services. High speed internet is also provided.

**F. Excessive Lockout.** Residents may contact the on-site Enclave or University staff if they are locked out of their room to regain entry. Each student may be subject to a progressive fee per lockout

**G. Residential Life or owner representative personnel may enter your room or apartment 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 apartment by either you or your roommate(s).

**H. 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 Residents 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](http://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](http://gradguard.com). GradGuard is a service of Next Generation Insurance Group LLC, a licensed insurance producer. Renters Insurance is underwritten by Markel 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.

**I. COMMUNICABLE DISEASE. 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. Medical directives are contingent upon public health conditions at the time of their implementation and are subject to change. The Residential Code of Conduct may be updated and it is the resident's responsibility to stay current regarding campus requirements.

**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.**



**J. 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](http://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.

**K. 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 outset 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.

**L. 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 shutdowns and access to certain facilities, streets, parking lots, walking, and bike pathways 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.

**M. 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>

**20. 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.

**21. 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 result in immediate cancellation or termination of this Contract.

**22. MISREPRESENTATION:** Resident agrees that any false statements made on this Contract may result in UC Berkeley's termination of the Contract.

**23. 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](http://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.

**24. 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 cooperate with the University regarding the prevention, reporting, and treatment of bed bug infestation.

(a) Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about ¼ of the inch in length. Their color can vary from red to brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and become bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

(b) 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.

(c) Bed Bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes, the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

(d) 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, though some people do not show bed bug lesions on their bodies though bed bugs may have fed on them.

(e) Information regarding Cal Housing's protocol addressing bed bugs prevention, response, and treatment may be found at <http://www.housing.berkeley.edu/bedbugs>. Additional information may be found on the websites of the United States Environment Protection Agency ([www.epa.gov](http://www.epa.gov)) and the National Pest Management Association ([www.npmapestworld.org](http://www.npmapestworld.org))

**25. SEVERABILITY.** If any provisions 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.