



## 2023-2024 FAMILY HOUSING

### CONTRACT

The undersigned occupant, hereinafter referred to as "Resident," understands that all information provided and contained in the multi-step process constitutes a legal binding Contract, hereinafter referred to as "Contract," between said Resident and the Regents of the University of California, as represented by UCR Housing Services, hereinafter referred to as "University" or "UCR-HS."

THIS CONTRACT IS NOT A MERE APPLICATION FOR HOUSING.

Resident agrees to license and occupy, subject to and pursuant to the obligations of this Contract, the Family Housing Eligibility & Assignment Policy, the most current edition of the [Housing Resident Conduct Policies](#), and the [UC Policies Applying to Campus Activities, Organizations, and Students \(PACAOS\)](#), which are incorporated herein by reference, an apartment located at Oban Family Housing, 950 W. Linden Street, Riverside, CA 92507, hereinafter referred to as "Apartment." Resident agrees to faithfully and fully perform and observe all obligations of this Contract and the Housing Resident Conduct Policies. The University agrees to permit Resident to so license and occupy the Apartment under the management of UCR-HS.

By submitting this Contract, Resident authorizes the University to use all information provided, selected and contained in the contract process to execute, maintain, and enforce Resident's on-campus housing assignment, as outlined specifically in the Contract.

**Resident understands and acknowledges that canceling this Contract, once submitted, will put Resident in default of the Contract, resulting in financial consequences and possible legal action.**

#### I. ROOM ASSIGNMENT

1. The "Apartment" as referenced in the Contract shall be defined as follows:

**Community/Unit:** {{Room\_Space}}

**Style:** {{Room\_Type}}

**Monthly Rate:** {{Room\_Rate}}

The cost of the Apartment is billed monthly, July – June.

Dining Plans may be chosen as an optional "add-on" to assignments during the contract process or mid-year at your Resident Services Office. Only enrolled students are eligible for a Dining Plan.

The "Dining Plan" as referenced in the Contract shall be defined as follows:

**Dining Plan Selection:** {{Dining\_Plan}}

**Monthly Rate:** {{Dining\_Monthly\_Cost}}

The cost of the Dining Plan is billed monthly, October – June.

2. The existence or availability of amenities such as closets, balconies or patios is a random and arbitrary occurrence that does not influence rental expense and the existence, availability or lack thereof of such amenities shall not be criteria for premium payment or for reimbursement.
3. Resident agrees that any and all facility resource spaces provided by University in the community are provided as a gratuity and their use or availability are not part of the rent paid by Resident. University reserves the right to change or limit the hours of any such spaces, or to eliminate them completely without prior written notice to residents. Such action shall not constitute any claim for diminished rental value by Resident or a claim of default under the terms and conditions of the Contract by University.
4. UCR-HS does not guarantee specific buildings, apartments, rooms, furnishings, hardware, appliances, or floor and window coverings. Floor plans of the same apartment style may vary.
5. If for any reason UCR-HS cannot deliver possession of premises to the Resident, UCR-HS shall not be liable for any loss or damage from the delay or failure to deliver possession.

6. UCR-HS will assign the Resident to a specific apartment unit. UCR-HS reserves the sole right during the term of the Contract to reassign the Resident to another apartment unit in campus housing upon thirty (30) days' notice. The Resident agrees to occupy the specific apartment unit to which the Resident is assigned or reassigned.
7. Requests for relocation by Residents shall be submitted in writing to UCR-HS and are subject to the terms contained under Termination of Contract (see Item V.4) necessitating approval by UCR-HS, a waiting period, submission of a new housing application, and any denoted move-out charges.
8. Residents who relocate themselves to spaces to which they are not assigned by UCR-HS are in material breach of this contract and may be subject to removal. Such Residents will be moved back to their assigned space and shall be subject to a \$50.00 liquidated damages charge to cover related administrative costs, in addition to costs for maintenance and/or custodial as are actually or typically incurred.
9. OCCUPANCY LIMITS
  - a. The size of a family in residence cannot exceed the maximum legal occupancy limits of Family Housing units as defined by California Department of Fair Employment & Housing (DFEH) guidelines and indicated below.
 

One-Bedroom Units	3 persons
Two-Bedroom Units	5 persons
  - b. Two-Bedroom units are limited to families with children/legal dependents.

**II. CONTRACT TERM**

1. The Contract shall commence on the Effective Date and end on the Expiration Date, as noted below.

**Effective Date:** {{Contract\_Effective\_Date}}

**Expiration Date:** {{Contract\_Expiration\_Date}}

2. The Contract is renewable annually for as long as Resident maintains eligibility as defined in the Contract and in the current Family Housing Eligibility & Assignment Policy. Renewed leases are effective on the July 1<sup>st</sup> immediately following the Expiration Date defined in this Contract.
3. Failure to promptly move out of Family Housing due to loss of eligibility for any reason, including graduation, will be cause for legal action. See Item V.1, Terms & Conditions: Eligibility.

**III. SECURITY DEPOSIT**

1. Resident shall deposit \$200.00 in advance of the Effective Date of the Contract.
2. University shall retain the deposit until Resident's occupancy is terminated. The deposit is then refundable subject to deductions for the following: (1) unpaid rent, (2) the cost of repairing damages attributed to Resident and in excess of normal wear and tear, (3) appropriate cleaning fees to return Apartment to the same level of cleanliness it was in at the inception of tenancy, and (4) the cost of collection (if necessary).
3. If an eligible Resident fails to take physical possession of Apartment by the Effective Date, Resident shall forfeit the entire deposit and the amount of any other damages incurred by the University due to its inability to rent the specified Apartment as scheduled.
4. Resident agrees that UCR-HS will send a final accounting to Resident's UCR email address within 21 days of gaining legal possession of the Apartment following Resident's move-out.

**IV. PAYMENTS & FEES:**

1. The Monthly Rate listed under Room Assignment is due according to the payment schedules below.

Summer 2023	Fall 2023	Winter 2024	Spring 2024
7/1/23	10/1/23	1/1/24	4/1/24
8/1/23	11/1/23	2/1/24	5/1/24
9/1/23	12/1/23	3/1/24	6/1/24

2. An Activity Fee will be charged in \$3.00 monthly installments on the Resident's statement of account as denoted in the Resident's Payment Schedule. This fee is managed by Residential Life on behalf of Resident to support the development and execution of activities, programs

and events within the community, which may be delivered in-person and/or remotely. If Resident cancels the Contract prior to the Expiration Date, the Activity Fee is refundable for all full months in which the resident is not legally contracted.

3. UCR-HS charges, credits, payments and applied financial aid will appear on the campus statement of account, which is updated monthly and available online at <http://www.rweb.ucr.edu/>. The Resident is responsible for making payments to the Main Cashiers Office on the due dates specified in this Contract without the University having to make demand for payment. The Resident may make online credit card or eCheck payments at <http://www.rweb.ucr.edu/> or mail check/money order payments to University of California, Main Cashiers Office, 900 University Ave., Room 1111, Riverside, CA 92521. Make checks payable to "Regents, UC."
4. Financial aid credits remaining on the statement of account after payment of fees will be applied to UCR-HS charges remaining on the account.
5. All payments are due on the 1<sup>st</sup> of the month and considered late after the 15<sup>th</sup> of the month, or the next business day if the 15<sup>th</sup> falls on a Saturday, Sunday, or University-recognized holiday. THERE WILL BE A \$30.00 LATE CHARGE FOR ALL PAYMENTS RECEIVED AFTER THE 15TH DAY OF THE APPROPRIATE MONTH, OR THE NEXT BUSINESS DAY IF THE 15TH FALLS ON A SATURDAY, SUNDAY, or UNIVERSITY-RECOGNIZED HOLIDAY, AND FOR SUBSEQUENT MONTHS UNTIL ALL PAYMENTS ARE MADE CURRENT. Resident may make an appointment to speak with a UCR-HS representative to discuss any past due balance, or anticipated past due balance. However, this will not waive the \$30.00 Late Fee. Please do not use inter-campus mail to send payments. If you need a receipt, send a self-addressed envelope with proper postage to the Main Cashiers Office and a receipt will be mailed back to you.
6. The Resident's failure to pay any amounts due under this Contract or breach of any other provision of this Contract or the [Housing Resident Conduct Policies](#) may result in disciplinary action, including but not limited to termination of this Contract and eviction proceedings.
7. As it is extremely difficult or impractical to ascertain the precise amount of damages incurred by a breach of conditions, parties hereto agree to liquidated damage costs as they are defined in or referenced by this Contract.
8. For periods of occupancy within any calendar month, but less than the complete calendar month, the room rent shall be calculated as 1/30th of the total monthly rent for each day of occupancy. Late arrivals and early departures will not be prorated without prior written approval. Move-out any time during the last month of this Contract shall NOT be considered an early termination and is NOT eligible for proration.
9. RESIDENTS WITH DINING PLANS
  - a. Optional dining plans added by the Resident are subject to the terms of the dining plan agreement under the management of UCR Dining Services and are not integrated with this Apartment contract in any manner.
  - b. In the event of move-out prior to the Contract Expiration Date, dining plan charges may not be prorated.
10. The Resident is financially responsible for the entire term of this Contract unless released in writing by the University. If released in writing by the University, Resident will be responsible for all terms and conditions of the release.
11. UCR-HS may increase the rental rates in an amount not to exceed 10% of the total Apartment fee, as economic conditions warrant. If a rate adjustment is necessary, UCR-HS shall notify Resident in writing sixty (60) days prior to the effective date of the rental rate increase.
12. Resident will be charged for any damages to the Apartment, including unsatisfactory cleanliness. Charges are due and payable upon assessment.

## V. TERMS AND CONDITIONS

### 1. ELIGIBILITY

- a. A single parent Resident or at least one spouse/Domestic Partner must be a consistently-enrolled, full-time student as defined by the University of California, Riverside, Office of the Registrar.
- b. Student residents who fail to be eligible for Family Housing due to loss of eligibility for any reason, including graduation, during the Summer, Fall, or Winter quarter must follow proper procedures and move their family out of Family Housing by the official end date of the following quarter. Student residents who fail to be eligible for Family Housing due to loss of eligibility for any reason, including graduation, during or at the close of the Spring Quarter must follow proper procedures and move their family out of Family Housing no later than 30 days following the official end date of the Spring Quarter. Failure to move out of Family Housing due to loss of eligibility will be cause for legal action.
- c. Spouses/Domestic Partners must be at least 18 years old.
- d. Neither spouse/Domestic Partner may be in an existing marriage or Domestic Partnership with anyone other than the individual with whom they intend to Contract for residency.
- e. Spouses/Domestic Partners and all other eligible family members must be in residence concurrently on a permanent, full-time basis to maintain eligibility. Conflicting permanent addresses, remote jobs, or other similar documentary conflicts will void eligibility.

- f. Spouses/Domestic Partners agree to notify UCR-HS of any change in the status of the marriage/Domestic Partnership. Should the change in relationship cause the Resident to be ineligible to live in Family Housing, the Resident will be required to vacate the unit pursuant to the Contract.
- g. Children are defined as minors under 18 years of age.
- h. A Resident parent, single or otherwise, must have at least 50% legal physical custody of any and all children.
- i. Legal dependents must be verified as such as indicated in the Family Housing Eligibility & Assignment Policy.
- j. University Extension and limited status students are not eligible for Family Housing.
- k. Post-Doctoral Scholars are eligible for Family Housing only under the criteria of the [Family Housing Eligibility & Assignment Policy](#). Families that include a Post-Doctoral Scholar are limited to a maximum 24 month lease term regardless of whether the initial Post-Doctoral appointment is greater than or extended beyond 24 months, or another member of the family accepts a Post-Doctoral Scholar appointment.
- l. Resident is required to give UCR-HS a thirty (30) day prior written notice in the event Resident will cease to be a currently-enrolled student in the next quarter by reason of graduation, termination of student status for more than one quarter, or transfer to another educational institution. The failure to give such notice shall result in the assessment of 30 days pro rata rent or \$50.00, whichever is greater, as a liquidated damages charge to cover UCR-HS' administrative costs.
- m. A one-quarter Leave of Absence may be approved by UCR-HS upon request if Resident conduct and financial record are in good standing. A Leave of Absence may be requested for less than full-time enrollment, filing fee status, or withdrawal from the University. A Leave of Absence may not be requested for Resident's initial quarter of occupancy or to extend occupancy beyond the graduation date on file with the University. Only one housing-related Leave of Absence shall be granted while Resident is a UCR student. Residents with an approved Leave of Absence are required to present evidence of registration for the next regular session quarter or submit a formal Contract Cancellation Request at least 30 days prior to the end of the quarter in which the Leave of Absence has been approved. During a Leave of Absence, payments must continue to be paid in accordance with the Payment Schedule.
- n. Family Housing assignments may be transferred only from a registered student Resident whose eligibility is expiring to their spouse/Domestic Partner, who must be a registered, full-time UCR student as defined by the Office of the Registrar. A new Security Deposit must be submitted by the Spouse/Domestic Partner. Resident will need to contact UCR-HS to arrange the transfer of the Family Housing assignment.
- o. UCR-HS reserves the right to permanently exclude from campus housing a Resident who has been legally evicted from any campus housing unit or whose UCR-HS Contract has been otherwise terminated by UCR-HS. Excluded Residents are not permitted to enter/return to the buildings or grounds of any campus housing facility for any reason.

## 2. SUBLETTING AND GUESTS

- a. The Resident shall not assign any rights under this Contract, sublet or give accommodations to any other person not assigned to the Apartment by UCR-HS. Actual violations or the solicitation of a sublease shall be grounds for eviction.
- b. The Resident shall be responsible for their own conduct and any guests' conduct and any loss or damage caused by themselves or their guests to furniture, furnishings, equipment, building or grounds.
- c. Apartment may not be used for lodging, parties, or overnight visitation by any person not assigned to Apartment without prior written approval of UCR-HS.

## 3. UTILITIES

- a. UCR-HS pays for basic television services, basic Wi-Fi internet service, water, trash, and sewer services. A monthly electricity allowance is applied to each Apartment as specified below. Any monthly electricity bill amount in excess of the allocated allowance will be charged to Resident on a monthly basis.
 

1-Bedroom, 1 Bath	\$35.00/month
2-Bedroom, 2 Bath	\$60.00/month
- b. All other utilities and services not specified above, including but not limited to telephone, expanded internet or Wi-Fi services, and expanded television services must be arranged for and paid by the Resident to an appropriate third party provider. Consult the Resident Services Office (RSO) regarding approved third party providers.
- c. For any utility/service charge paid by UCR-HS on behalf of the Resident or paid by UCR-HS to mitigate Resident's failure to pay utility/service charges ascribed to them, Resident is required to reimburse UCR-HS for said charge plus \$50.00 as liquidated damages for administrative costs associated with each billing required by UCR-HS in seeking reimbursement or resolution.

## 4. TERMINATION: GENERAL PROVISIONS

- a. It is agreed that this Contract may not be terminated by Resident after the Effective Date except as specifically provided for in this section.

- b. UCR-HS will not release Resident from this Contract, except as described in section 4(f) or item 4(g)(viii).
- c. UCR-HS will not consider the Contract terminated until a Contract Cancellation Request has been approved.
- d. If Contract is terminated by UCR-HS consistent with section 4(f), Resident is responsible for all obligations under the Contract, including payment of rent, until Resident has removed all personal belongings from the premises and returned all keys and/or other access devices to UCR-HS, or by other means allowable by law.
- e. All Contract Cancellation Requests submitted after the Effective Date of the Contract will be assessed a \$50.00 processing fee unless specifically noted. Approval should not be assumed. If approved, Resident will be assessed cancellation charges as denoted in the sections below, which the Resident agrees are liquidated damages.
- f. **TERMINATION BY UCR-HS:**
  - i. UCR-HS may terminate this Contract for any reason allowed by law, including, but not limited to, resident's failure to pay any amounts required hereunder when due or for any other violation of a term or condition of this Contract or any rule or regulation established in the most current edition of the [Housing Resident Conduct Policies](#), incorporated by reference herein. In such event, UCR-HS shall serve a three-day Notice to Pay Rent or Quit, Notice to Perform Covenant or Quit, or a Notice to Quit, as applicable. In the event of such termination by UCR-HS, the Resident shall be held responsible for payment of the remaining contracted amount up to such time as UCR-HS is able to enter into a replacement contract with another resident.
  - ii. The Resident hereby agrees that University may terminate Resident's tenancy under this Contract without cause upon thirty (30) days' written notice, and expressly waives any right Resident may have currently or in the future under state law to receive sixty (60) days' notice of termination.
  - iii. If UCR initiates a full cancellation of admission prior to the Effective Date, there will be no liquidated damages or other fees charged.
  - iv. If a Resident fails to vacate the Apartment on the Expiration Date or other legal termination date, the Resident is responsible for pro rata rent until the Resident vacates the Apartment. Any damages incurred by UCR-HS as a result of the Resident's failure to vacate premises, plus a liquidated damages charge of \$50.00 to cover administrative costs incurred by UCR-HS as a result of a Resident's failure to vacate, shall be charged.
  - v. "No Shows" are Residents who (1) do not check in on the Effective Date of the Contract, or (2) fail to notify UCR-HS in writing of a planned late arrival at least 48 hours prior to the Effective Date of the Contract. "No Shows" who have been released from UCR student status will fall under the established campus refund schedule available in the UCR General Catalog. A "No Show" who is a registered student at UCR shall remain obligated to this full contractual agreement and will fall under the Cancellation Charge Schedule below. UCR-HS may seek a replacement resident 48 hours following the Effective Date of the Contract. Liquidated damages will be assessed.
  - vi. *Force Majeure*. In the event that circumstances such as fire, earthquake, or any other "Act of Nature," casualty, or circumstance render all or a part of the Apartment or premises uninhabitable or otherwise prevent the University's performance under this Contract, University shall have the right to terminate this Contract, or move Resident to similar accommodations while repairing and restoring the premises. Resident's obligation to pay rent hereunder shall be abated only if University terminates this Contract or does not provide Resident with similar accommodations. University has no obligation or liability to Resident to provide alternate housing or food services or to rebuild or replace any affected premises. Prepaid room and/or board applicable to the period following the premises being officially designated as uninhabitable and cancellation of Contract by University shall be prorated and refunded to Resident by University.
- g. **TERMINATION BY THE RESIDENT:**
  - i. A Resident seeking to terminate this Contract must submit a Contract Cancellation Request online at least 30 days prior to the requested release/move-out date. The University must specifically approve the Contract Cancellation Request in order for this Contract to be terminated.
  - ii. If Resident submits a Contract Cancellation Request less than 30 days prior to Resident's planned move-out, Resident will be charged the daily rent for each day short of a 30-day notification, pro rata rent until the Resident vacates the Apartment, and shall be responsible for any other term or condition of the approved release.
  - iii. If a Resident fails to vacate the Apartment on the move-out date submitted in a Contract Cancellation Request or, in the event of a relocation, three (3) days after the effective date of the Resident's Contract for a new space, Resident is responsible for pro rata rent until Resident vacates the Apartment and a liquidated damages charge of \$50.00 to cover administrative costs incurred by the University. Resident further understands and agrees that Resident will be responsible for all of University's damages resulting from Resident's "holding over" of the Apartment, as well as the damages of any person who was unable to move in due to Resident's holdover.
  - iv. If a Resident's admission is rescinded by the University prior to the Effective Date of this Contract, there will be no liquidated damages or other fees charged.

- v. If the Resident terminates this Contract prior to the Effective Date while still an admitted UCR student, cancellation charges will follow the schedule below, which the Resident agrees are liquidated damages.
- vi. Changes in the availability of in-person instruction or any other in-person campus programs or activities shall not be considered grounds for reimbursement or contract cancellation. Submission of this Contract is Resident's implied acceptance of the risk of these changes in campus operations.
- vii. All Contract Cancellation Requests submitted on or after the Effective Date of the Contract excepting those conditions outlined above and in subsection viii below will be assessed according to the following schedule:

CANCELLATION REQUEST SUBMISSION DATE	CANCELLATION CHARGE SCHEDULE
More than 120 Days Prior to Effective Date of Contract	\$50 Processing Fee
31 – 120 Days Prior to Effective Date of Contract	Forfeit \$200 Deposit
Within 30 Days of Effective Date of Contract	Forfeit \$200 Deposit + An Amount Equal to One Month's Rent
On or After Effective Date of Contract	\$50 Processing Fee + Remaining Financial Obligation of Contract

- viii. **On or after the Effective Date**, the Resident may request to terminate this Contract without penalty for one of the following reasons only. All other requests will be charged as indicated in the schedule above.
  - (a) Cancellation of admission or release from UCR student status by UCR (including graduation) for the remainder of the academic year. This does not include voluntarily withdrawing from classes for any particular quarter. A \$50.00 processing fee and pro rata rent will be charged.
  - (b) Release from Post-Doctoral appointment by UCR. A \$50 processing fee and pro rata rent will be charged.
  - (c) The Resident is no longer eligible to live in Family Housing as outlined the Family Housing Eligibility & Assignment Policy. Pro rata rent will be charged.
- ix. UCR-HS is not required to consider a Contract expired until the Resident has removed all personal belongings from the premises and returned all keys to UCR-HS.
- x. Any correspondence pertaining to a Contract termination must be directed in writing to UCR Housing Services, 3595 Canyon Crest Drive, Riverside, CA, 92507 or [housinginfo@ucr.edu](mailto:housinginfo@ucr.edu). **Notifying Admissions, the Registrar, or any other campus department will specifically not suffice as notification to UCR-HS.**

**5. LIQUIDATED DAMAGES**

In addition to all amounts payable to the University under this Contract, the Resident agrees to pay the University \$50.00 as liquidated damages for the preparation and service of all eviction/unlawful detainer notices. In the event the University prepares a Notice to Pay Rent/Perform Covenant due to the Resident's failure to pay rent or to perform a covenant of the 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, service and rescission of said Notice. In the event the University prepares and has served a Summons of Complaint and the University and the Resident subsequently resolve their differences and the University allows the Resident to continue to reside in the premises, the Resident agrees to pay the University (a) \$50.00 as liquidated damages to cover the administrative costs involved in the preparation of the Summons of Complaint plus (b) such costs for service as are incurred through contract with a third party. It is agreed that it is extremely difficult or impractical for the University to ascertain its damages in the event of holdover, that said liquidated damages represent a reasonable amount calculated to cover damages to the University in the event of holdover. The imposition of liquidated damages in the above circumstances shall not prevent the University from serving a future Notice to Pay rent/Perform Covenant or Quit and /or serving a Summons of Complaint for unlawful detainer.

**6. LIMITATION OF LIABILITY**

- a. The University shall share no liability for the theft, loss, destruction or damage to Resident's personal belongings, the Resident's rented space, or another individual while the Resident lives on campus or for personal articles left behind after vacating the premises. Renter's insurance is not mandatory and may be purchased from any source. However, UC has partnered with GradGuard to provide renter's insurance designed specifically for university students. The University strongly recommends that Resident secure a renters insurance



policy with GradGuard or another equitable plan offering economical protection while Resident is living on-campus, off-campus, or traveling abroad.

- b. Resident acknowledges that congregate living facilities such as that represented by campus housing may present certain risks of exposure to infectious diseases that can cause illness or death. If Resident should contract a communicable disease or be exposed to an individual with a communicable disease, Resident may be required to temporarily leave the premises or their contracted space. Resident agrees to adhere to any applicable guidelines, directives and/or measures implemented by the State of California and/or Riverside County Public Health officials to reduce risks associated with the spread of an infectious disease, including but not limited to occasions of on-site or remote self-quarantine. Resident waives the right to any claim against the University related to or arising from the acquisition of or exposure to any infectious disease. Neither the University or its 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. The University makes no warranty with respect to the safety of the premises with regard to any infectious disease.

#### 7. CARE OF PREMISES AND OBSERVATION OF CONTRACT PROVISIONS

- a. Resident agrees to keep the Apartment and premises in a clean, sanitary, non-hazardous condition, to be responsible for any damage to the Apartment, its furnishings and equipment (reasonable wear and tear excepted) and to comply with all provisions of this Contract and the most current edition of the [Housing Resident Conduct Policies](#), as they may from time to time be amended.
- b. Television, radio, and satellite antennae or any other equipment or materials may not be affixed to any part of the exterior of the premises.
- c. Mold and mildew occur naturally in the environment, but can be injurious to one's health. 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 and clothes. Resident shall be liable for any injuries or damages that may result from any negligent performance, or lack of performance, of foregoing duties. Resident shall notify UCR-HS promptly about the existence of visible mold or mildew, water leakage or overflow, or any malfunction of the heating, ventilation and cooling systems.
- d. University may temporarily turn off equipment or interrupt utilities to avoid property damage or to perform work requiring such interruption as determined by University's sole judgment. University will not be liable for any inconvenience, discomfort, disruptions, or interferences with Resident's use of premises because University is making repairs, alterations, or improvements to the premises, Apartment, buildings, or community as allowable by law.
- e. Resident agrees to follow the requirements outlined in the [Housing Resident Conduct Policies](#) regarding limitations on alterations and/or changes to the Apartment.
- f. The University shall provide regular cleaning of non-apartment, communal spaces (i.e. non-apartment lounges, hallways, labs, and laundry rooms), except during University-recognized holidays, academic breaks, or during Final Exam Weeks.
- g. The Resident is responsible for returning the Apartment to the University in the same condition as when received, reasonable wear and tear excepted.

#### 8. RULES AND REGULATIONS

- a. Resident agrees to comply with all rules and regulations which the University has established including, but not limited to, such rules as are incorporated in the most current edition of the [Housing Resident Conduct Policies](#). Rules and regulations set forth in the [Housing Resident Conduct Policies](#) may be changed with thirty (30) days' notice and Resident agrees to abide by any such changes. Failure to comply with the rules and regulations in the [Housing Resident Conduct Policies](#), including any inability or refusal to adjust to the concept and requirements of living in a student residential environment, shall be deemed a material breach of this Contract.
- b. Resident is fully responsible for reviewing and complying with information distributed by UCR-HS to Resident's student email address or to the Resident Services Office in the Resident's name.

#### 9. RELOCATION

- a. Resident understands that the University has the right to relocate Resident for any reason upon thirty (30) days' notice, except in the case of an emergency. In case of an emergency, the University has the right to reassign Resident immediately to a different Apartment. University will make reasonable efforts to relocate or reassign Resident to an apartment comparable to the one being vacated..
- b. Any Resident residing in a room with special modifications or accessibility for persons with disabilities may be relocated to another room should the need arise for the modified space.
- c. For Resident-requested relocations, see Item I.8.

**10. FIRE & LIFE SAFETY**

- a. Residents shall take due care to prevent fires, including but not limited to ensuring stoves and microwaves are not left unattended when they are in use. Toxic, hazardous, or flammable chemicals other than over-the-counter cleaning and personal hygienic supplies shall NOT be stored on the premises.
- b. Any suspected malfunction of fire and life safety equipment must be reported immediately to the appropriate Resident Services Office (RSO).
- c. Residents must evacuate the premises immediately during a fire alarm.
- d. Every apartment is equipped with a smoke detector. Misuse or tampering with any life safety equipment installed by the University, including but not limited to smoke/heat detectors or egress alarms, is prohibited.
- e. Any Resident found to be in non-compliance with items (a) - (d) may be subject to fines and/or eviction, at the University's sole discretion.

**11. MEDICAL & RECREATIONAL MARIJUANA**

Under Federal Law, marijuana is categorized as a Schedule I substance. The manufacture, distribution, and/or possession of marijuana is strictly prohibited whether prescribed for medical reasons or recreational, and is a criminal offense. The University, including campus housing, is a drug-free community that follows and complies with Federal law regarding marijuana or marijuana concentrate. Failure of Resident or Resident's guests or invitees to comply with this law is a substantial and material breach of this Contract and is likely to result in immediate eviction.

**12. PETS**

Pets ARE NOT permitted, excepting fish in an aquarium with a maximum size of 10 gallons. The maximum allowable aquarium gallons per apartment shall be 40 gallons. Breach of this provision will result in a non-negotiable fee for fumigation services in addition to any appropriate cleaning or repair charges deemed necessary. Keeping a pet is grounds for immediate eviction. Pet prohibitions apply to all mammals, reptiles, birds, and insects, owned or visiting, with the exception of assistance animals approved by UCR-HS. University may remove any unauthorized pet and turn it over to a local authority or humane society following a 24-hour notice to Resident to immediately remove the pet. Assistance animals, including Service and Emotional Support animals, must be registered with UCR Student Disabilities Resource Center (SDRC) and the ability of Housing to accommodate the animal must be confirmed by UCR-HS **prior** to bringing any such animal into the community.

**13. SMOKING**

- a. The University is a smoke- and tobacco-free campus. As such, smoking and the use of tobacco products in all interior, exterior and parking areas of all University-controlled properties is prohibited.
- b. Smoking, the use of smokeless and noncombustible tobacco products, the use of unregulated nicotine products as well as smoking devices (e.g. e-cigarettes, vaping devices, e-hookahs) are strictly prohibited in individual rooms, restrooms, community rooms, lounges, common areas, balconies, patios, porches, and parking areas.
- c. A Resident who smokes or permits smoking on the premises will be financially responsible for damages, including scent and allergen abatement, which may include (but is not limited to) carpet replacement, full repainting, wood replacement, and chemical mitigation activities.
- d. Smoking violations constitute a material breach of this Contract and are grounds for immediate eviction.

**14. MEDIA BROADCASTING & RECORDING**

Resident may not broadcast or record the images or voices of other residents or guests without their expressed knowledge and permission. This includes, but is not limited to, video, webcam, photo, and phone recordings. Resident students wishing to conduct media projects, which may create a disruption in the community, must follow established campus media project protocol. All media recording by student organizations must be approved by the University Police Department prior to the initiation of media recording including, but not limited to, video and audio recording in residential community common areas and on adjacent property. The use of aerial devices (such as drones) is prohibited on campus housing premises.

**15. PARKING/TRAFFIC**

- a. General campus parking regulations prevail in all housing communities.
- b. Vehicles shall be operated with due regard for the safety of all members of the community. All motor vehicles must have a valid UCR parking permit, current vehicle registration, and be fully operational.
- c. Parking of motor vehicles in other than designated parking spaces is prohibited. Violators will be subject to parking citation(s) and/or towing, at owner's expense.

**16. WEAPONS**

Weapons and explosive devices of any kind on University premises are prohibited including, but not limited to, firearms, knives, swords, hunting equipment, slingshots, gas-powered guns, air rifles, paintball guns, fireworks, and ammunition.

**17. RIGHT OF ENTRY**



University reserves the right to enter the room with a minimum of 24 hours posted or six (6) days mailed notification (unless otherwise agreed to by Resident) for the purpose of (a) inspection/inventory, (b) to make desired or necessary repairs/alterations, (c) to conduct safety checks to insure the individual and collective health and safety of the Resident and the community, (d) to exhibit the room to prospective workers, contractors or residents, (e) pursuant to court order and, (g) for any other reason allowed by law. In the event of an emergency, during periodic fire drills, when Resident has abandoned or surrendered the premises, or when it is impracticable, entry may be made at any time. Entry at other times may be made in the presence of or with the permission of the Resident.

#### 18. **ABANDONMENT**

Upon termination of the Contract, the undersigned agrees to surrender the premises to the University and to remove all personal property. Any property left in the room shall be deemed abandoned and the University may take possession of and dispose of such property, in accordance with California Civil Code 2080.8, 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 the Apartment has been abandoned.

#### 19. **NONWAIVER**

Any waiver or non-enforcement by the University of any term or condition of this Contract shall not constitute a waiver of subsequent breach of the same or any other condition of this Contract. Acceptance by the University of any rental payment after Resident's breach of any provision of this Contract shall not be deemed a waiver of such provision or any prior or subsequent breach of any provision, other than Resident's failure to make timely payment of the rental installment so accepted, whether or not the University knew of the prior breach at the time such rent was accepted.

#### 20. **SEVERABILITY**

If a provision or paragraph of this Contract is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Lease remains in effect. To the extent that any provision of this Lease is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Lease is hereby inserted as an additional provision of this Lease, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

#### 21. **NOTIFICATIONS**

- a. Any notice to the University under this Contract shall be emailed to [housinginfo@ucr.edu](mailto:housinginfo@ucr.edu) or submitted in writing to: UCR Housing Services, 3595 Canyon Crest Drive, Riverside, CA 92507.
- b. Submission of this Contract is Resident's implied consent that final move-out accountings, as well as abandoned personal property notices be provided by UCR-HS utilizing the Resident's UCR student email account. If Resident does not wish for the above-mentioned accountings or notices to be communicated by email, Resident may notify UCR Housing Services in writing at [housinginfo@ucr.edu](mailto:housinginfo@ucr.edu) or the above-mentioned address.
- c. Submission of this Contract is Resident's implied consent that information regarding UCR Housing deadlines and programs, as well as notification of mail and parcel arrivals may be communicated by text messages utilizing Resident's cell phone number on file. If Resident does not wish to be notified by text message about any of the aforementioned items, Resident may notify UCR Housing Services via email at [housinginfo@ucr.edu](mailto:housinginfo@ucr.edu) or in writing to the above-mentioned address.
- d. Residents are fully responsible for reviewing and complying with information distributed by UCR-HS to Resident's student email address or to the community Resident Services Office in the Resident's name.

#### 22. **INVENTORY**

Within three (3) business days of obtaining Apartment keys, Resident shall complete and submit a Move-In Inspection report, which is then incorporated into this Contract by reference. Failure to complete and return a Move-In Inspection report to the Resident Services Office (RSO) within the specified timeframe will give rise to a presumption that Resident found no reportable damage other than normal wear and tear and that Resident accepts responsibility for any damages that may be discovered thereafter.

#### 23. **PRIVACY: PHOTOGRAPHY, MARKETING & THIRD PARTY SERVICE PROVIDERS**

- a. By submitting this Contract the Resident gives permission for UCR-HS to use the Resident's University ID photo for emergency and general identification purposes.
- b. As a designee of the University, UCR-HS makes every effort to protect the privacy of Resident. Resident gives permission to be photographed by the University, its affiliates or designees during UCR-HS-sponsored events and while in UCR-HS facilities. Further, it is agreed that Resident's photographic likeness can be used for advertising, publicity, and any other lawful purposes. Certain limited personal contact information consisting of Resident's mailing address and/or UCR email address may be shared with a Third Party vendor only if they have been directly contracted by UCR-HS or the University to provide a supplementary or complementary program service to the Resident. Resident may notify UCR Housing Services at [housinginfo@ucr.edu](mailto:housinginfo@ucr.edu) or in writing to UCR Housing Services, 3595 Canyon Crest Drive, Riverside, CA 92507, to decline use of Resident's personal likeness or contact information as indicated.

#### 24. **NOTICES**

- a. Resident affirms and agrees that Resident has access to a copy of this UCR-HS Contract via the MyHousing portal, as well as the most current edition of the [Housing Resident Conduct Policies](#) posted at [housing.ucr.edu](http://housing.ucr.edu). Residents unable to attain internet access may contact UCR-HS for a printed copy of either item.
- b. Providing supplementary documents that confirm personal identity or family disposition are required. Failure to produce such information may delay or prevent completion of the action for which the information is being provided.
- c. **BED BUGS:** Pursuant to Civil Code Section 1954.603, notification regarding rights and obligations pertaining to bed bugs must be provided to the Resident. Resident agrees to comply and cooperate with UCR-HS regarding the prevention, reporting, and treatment of bed bug infestations. Information regarding bed bugs and UCR-HS's treatment protocol is available at the [UCR Housing website](#) and is herein incorporated into the housing Contract. Information pertaining to bed bugs is also available on the websites of the [United States Environmental Protection Agency](#) and the [National Pest Management Association](#). The suspected presence of bed bugs shall be promptly reported to Resident's Resident Services Office (RSO) or Resident Advisor (RA).
- d. **INFORMATION PRACTICES ACT:** The State of California Information Practices Act of 1977 requires the University to provide the following information to individuals who are asked to supply information about themselves. The purpose for requesting the information is to process your on-campus housing Contract, to provide follow-up record maintenance on housing assignments and to help provide supplementary/complementary resident services. UCR-HS maintains the information. Information will be transmitted to State and Federal governments for inspection if required by law. Individuals have the right to access this record as it pertains to themselves.
- e. **MEGAN'S LAW:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site 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 he or she resides
- f. The University of California, in accordance with applicable Federal and State law and University policy, does not discriminate on the basis of race, color, national origin, religion, sex, disability, age, medical condition (cancer-related), ancestry, marital status, citizenship, sexual orientation, status as a Vietnam-era veteran or special disabled veteran, and any other classification protected by state or federal law. The University also prohibits sexual harassment. This policy covers admission, access, and treatment in University programs and activities.
- g. The University does not assume coordination of financial responsibilities for Personal Care Assistant (PCA) services. Individuals hired as PCA's and living in campus housing, including enrolled students, remain personally responsible for housing and required dining costs, and are held personally accountable to the Student Code of Conduct and all other University policies.
- h. In accordance with the requirements of the Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act of 1998, you are entitled to request and receive a copy of The UC Riverside Campus Security and Crime Report. You may receive a copy of this report by visiting the UC Riverside Chief Compliance Office website (<https://compliance.ucr.edu/clery-act-compliance>) or by calling (951) 827-7431.
- i. A disabled person, for all purposes under this Agreement, shall be provided reasonable accommodations to the extent necessary to provide the disabled person with an opportunity to use and occupy the Premises in a manner equal to that of a non-disabled person. This paragraph shall constitute notice that Resident may at any time during the term of this Lease request reasonable accommodation. If Resident requires an accommodation, Resident should contact the UCR Student Disabilities Resource Center to engage in an interactive process with respect to the accommodation request.

## 25. CERTIFICATION

Resident certifies the following:

- a. Resident agrees that a misrepresentation by Resident in this certification is grounds for termination.
- b. The application filed in connection with the Contract is true and correct.
- c. The Resident has read, understands, and agrees to comply with the terms and conditions of this Contract, [Housing Resident Conduct Policies](#), as well as policies applicable to all University students as specified in the [UC Policies Applying to Campus Activities, Organizations and Students \(PACAOS\)](#), and Resident hereby acknowledges access to a copy of same.
- d. Oban Family Housing continues to undergo sporadic renovations. Completion of property improvements may cause disruptions in the community including noise, temporary loss of utilities or services, limited access, etc.
- e. Resident agrees to pay all costs including court costs and reasonable attorney's fees, incurred by UCR-HS in the collection of any money due under this Contract and/or in the enforcement of any of the terms of this Contract and the most current edition of the Housing Resident Conduct Policies.

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All information provided by the Resident is part of a legal binding Contract. By submitting this Contract the Resident confirms and understands the following:

- Resident is of legal age or capacity to enter into a binding Contract OR has alternatively submitted a Parent/Guardian Guarantee Form to UCR Housing Services.
- The terms and conditions set forth, as well as the information provided in the previous steps of the Contract, constitute a legal binding agreement between the Regents of the University of California and the Resident.
- Certain electronic channels may not be secure and the University cannot guarantee the confidentiality of anything delivered online, regardless of the online security the University has implemented.
- The University is authorized to consider the Resident's typed full name below as Resident's signature for this Agreement.

Ref: {{Entry\_Application\_ID}}

SAMPLE