



2023-2024 CAMPUS APARTMENTS

CONTRACT

The undersigned occupant, hereinafter referred to as "Resident," understands that all information provided and contained in the multi-step contract and assignment process constitutes a legal binding Contract between said Resident and Stonehaven Student Housing, Inc., hereinafter referred to as the "Owner." Stonehaven Student Housing is a third party property owned by EAH Housing Corporation, which has an agreement with UCR Housing Services for services, herein referred to as "UCR-HS." As such, Stonehaven Student Housing, Inc. holds responsibility for administrative, financial, and maintenance operations. UCR-HS manages marketing, leasing, and resident conduct and programming.

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 and 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, a space located in **Stonehaven Student Housing, 3201 Canyon Crest Drive, Riverside, CA 92507**, hereinafter referred to as the "Apartment." Resident agrees to faithfully and fully perform and observe all obligations of this Contract and the [Housing Resident Conduct Policies](#). The Owner agrees to permit resident to so license and occupy the Apartment under the management of Owner and UCR-HS.

By submitting this Contract, Resident authorizes the Owner and UCR-HS 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/Bed space: {{Room_Space}}

Style & Occupancy Type: {{Room_Type}}

Monthly Rate: {{Room_Rate}}

The cost of the room/space is billed monthly, September – June.

2. A UCR Dining Plan may be chosen as an optional "add-on" to your assignment during the contract process or mid-year at your Resident Services Office. See Item V.5 for information about changing or adding a Dining Plan.

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

UCR Dining Plan Selection: {{Dining_Plan}}

Monthly Rate: {{Dining_Monthly_Cost}}

The cost of the Dining Plan is billed monthly on Resident's UCR student account, October – June.

3. The existence or availability of amenities such as closets, balconies or patios is a random and arbitrary occurrence that does not influence rental expenses and the existence, availability or lack thereof such amenities shall not be criteria for premium payment or for reimbursement.
4. Resident agrees that any and all facility resource spaces, including but not limited to the Stonehaven Resident Services Office (RSO), club house/community room, study area, television lounge area, community bathrooms, community pool & pool shower, basketball court, volleyball court, bike enclosures, laundry room, etc., provided by Owner in the community are provided as a gratuity and their use or availability are not part of the rent paid by Resident. Owner reserves the right to change or limit the hours of any such facilities, 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 Owner.
5. Owner and UCR-HS do not guarantee specific buildings, apartments, rooms or roommates. Floor plans of the same apartment style may vary.
6. If for any reason the Owner cannot deliver possession of premises to the Resident, Owner shall not be liable for any loss or damage from the delay or failure to deliver possession.
7. UCR-HS will assign the Resident to a specific bedroom within a specific apartment unit. Owner and UCR-HS reserve the sole right during the term of the Contract to reassign the Resident to another bedroom or apartment unit within campus housing. The Resident agrees to occupy the specific bedroom and specific apartment unit to which the Resident is assigned.
8. Requests for relocation by Resident shall be submitted in writing to UCR-HS and are subject to the terms contained under Termination of Contract (see Item V.6) necessitating approval by Owner, a waiting period, submission of a new housing contract, and any denoted move-out charges.
9. Residents who relocate themselves to spaces to which they are not assigned by UCR-HS are considered illegal relocations. Such Residents will be moved back to their assigned space and shall be subject to a \$75.00 liquidated damages charge to cover related administrative costs, in addition to costs for maintenance and/or custodial as are actually or typically incurred.
10. Owner and UCR-HS reserves the right to assign roommates to any Resident in the case of an emergency.

11. **OCCUPANCY LIMITS**

The maximum number of Residents allowed to occupy and contract for the Apartment is as follows:

1-Bedroom	2 Persons
2-Bedroom	4 Persons

II. CONTRACT TERM

1. Contracts shall be for the entire academic year commencing on the Effective Date and ending on the Expiration Date, as noted below. All campus apartment buildings are open for the Winter and Spring breaks and room rates are inclusive of occupancy during this time period, without recourse for reimbursement for days unoccupied by Resident.

Effective Date: {{Contract_Effective_Date}}

Expiration Date: {{Contract_Expiration_Date}}

2. If offered, Residents who renew a Contract with an Effective Date of July 1, 2023, shall retain their Apartment payment-free for July, 2023, and August, 2023, provided Resident does not cancel the Contract prior to the Fall Quarter End of Instruction, 2023. If Owner consents, according to its sole discretion, to Resident's proposed cancellation of a renewed Contract, such cancellation of a renewed Contract prior to the close of Fall Quarter End of Instruction, 2023, will result in full assessment of rent charges for July, 2023 and August 2023.
3. Residents that take early occupancy or extend occupancy for any reason are subject to all applicable terms and conditions contained within this agreement beginning with or extending throughout their days of occupancy.

III. SECURITY DEPOSIT

1. Each Resident shall deposit \$200.00 to accompany the signed Contract in advance of the Effective Date of the Contract.
2. Owner shall retain the deposit until Resident's occupancy is terminated. The deposit is then refundable subject to deductions for the following:
 - (1) any unpaid rent, (2) the cost of repairing damages attributed to the Resident and in excess of normal wear and tear, and (3) a standard

cleaning fee of \$92.50 to return Apartment and its furnishings (including carpet cleaning) beyond normal wear and tear, or as may be required to cover the excess 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 without prior arrangements with Owner/UCR-HS, Resident shall forfeit the entire deposit and the amount of any other damages incurred by the University/Owner due to its inability to rent the specified space.
4. Resident agrees that Owner 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. Monthly payment amounts outlined in Section I are due according to the payment schedules below. Payment installment amounts and dates have been selected for convenience only. The intervals between dates should not be construed as the period covered by the payment just as the amounts of payments shall not be considered applicable only to the period in which they are due and payable. In some cases, a rent installment may be due prior to Effective Date and will be noted on the Payment Schedule.

FALL 2023		WINTER 2024		SPRING 2023	
Monthly	Quarterly	Monthly	Quarterly	Monthly	Quarterly
{{First_Mthly_Pay_Date}}	{{First_Qtly_Pay_Date}}	1/1/24	1/1/24	4/1/24	4/1/24
10/1/23	10/1/23	2/1/24	-	5/1/24	-
11/1/23	-	3/1/24	-	6/1/24	-
12/1/23	-				

Payment Schedule Selection: {{Payment_Schedule_Selection}}

2. The Resident is responsible for making payments to Stonehaven on the due dates specified in this Contract without demand or billing.
3. **The Resident may mail payments or take payments in person to Stonehaven Student Housing, Inc., 3201 Canyon Crest Drive, Riverside, CA 92507. Make checks payable to "Stonehaven Student Housing, Inc."** Stonehaven Student Housing Resident Services Office (RSO) is open Monday-Friday, 8:00am-5:00pm. Credit card and e-Check payments may also be made **online at <http://stonehavenstudenthousing.com>. Note that credit card, debit card and e-check transactions incur a convenience fee. A fee of \$30 will be charged for any payment returned for Non-Sufficient Funds (NSF). If Resident has two NSF occurrences in a one-year period, money order payments only will be accepted for six months.** Please do not use inter-campus mail to send payments. If you need a receipt, contact the Stonehaven RSO for a copy which shall be placed in your mailbox. A secured and clearly-marked **"Mail Drop"** is provided on the exterior of the office building at the front entrance door for residents that wish to make a rent payment after hours.
4. The Owner reserves the right to default a Resident to a Quarterly Payment Schedule pursuant to one of the following conditions: 1) The Resident is assigned a Financial Aid package in excess of tuition/fees, (2) a Resident is assigned a Financial Aid package in excess of tuition/fee AND has been approved for a Stonehaven Student Housing Payment Plan or Deferment or (3) a Resident is assigned a Financial Aid package in excess of tuition/fees AND has past due Stonehaven Student Housing charges. Resident is responsible for using Financial Aid funds in excess of tuition or fees to pay rent as outlined above.
5. All payments are due on the first of the month and considered late after the 5th of the month or the Friday prior to the 5th if the 5th falls on a Saturday or Sunday, regardless of whether a monthly payment plan is elected or a quarterly payment plan is elected. **THERE WILL BE A \$50.00 CHARGE FOR ALL PAYMENTS RECEIVED AFTER THE 5TH OF THE MONTH AND SUBSEQUENT MONTHS UNTIL PAYMENTS ARE MADE CURRENT.** Arrangements for late payments must be made at Stonehaven by the 6th of the month, but will not waive the \$50.00 late fee. Evictions based on delinquent accounts are processed by the second Friday of the month.
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 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. In the case of an eviction or other special circumstances (such as where the Owner has approved a cancellation) where the resident takes occupancy on a date other than the 1st of the month or vacates prior to the end of the month, resulting in a period of occupancy of less than a full calendar month, the rent for that partial month shall be calculated as 1/30th of the total monthly rent for each day of occupancy.
9. Because this Contract and the rent that is charged under it is based on the academic year and move-in dates are scheduled on the same date for all Residents to coincide with university-owned housing, by signing this Contract, Resident understands and acknowledges that there will be no proration of rent for the month of September, regardless of the date that Resident is permitted to or actually does take occupancy, and there will be no proration of rent for the month of June regardless of the date of Resident's completion of instruction. **Move-out any time during the last month of this Contract shall NOT be considered an early termination and is NOT eligible for proration.** Rental amounts for the academic year are calculated with these policies in mind and to ensure a level monthly throughout the academic year.
10. Optional Dining Plans added by 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. All costs of UCR dining plans shall be billed by and owed to University. In the event of early departure, dining plan charges may not be prorated.
11. The Resident is financially responsible for the entire term of this Contract unless officially released by the Owner. If officially released by the Owner, Resident will be responsible for all terms and conditions of the release, as communicated.
12. The Owner may increase the rental rates in an amount not to exceed 15% of the total room fee, as economic conditions warrant. If a rate adjustment is necessary, the Owner shall notify Resident in writing thirty (30) days prior to the effective date of the rental rate increase.
13. Resident will be charged for any damages to the Apartment. Charges are due and payable upon assessment.

V. TERMS AND CONDITIONS

1. ELIGIBILITY

- a. The Apartment is designated as non-First Year, single student housing, unless otherwise approved by UCR-HS and Owner. Married occupants and occupants in a domestic partnership may not occupy rooms, be they shared or unshared with other assigned occupants, in the assigned community.
- b. Children/minor dependents may not reside in the premises and students with children/minor dependents are not eligible for residency in the Apartment.
- c. Resident must be regularly enrolled and remain a full-time registered UCR student at all times as defined by the Registrar's Office.
- d. Resident is required to give Owner 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 \$75.00, whichever is greater, as a liquidated damages charge to cover the Owner's administrative costs.
- e. A one-quarter Leave of Absence may be approved by Owner 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 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.
- f. The Owner and UCR-HS reserve the right to permanently exclude from campus housing a Resident who has been legally evicted from any campus housing unit or whose Contract has been otherwise terminated by Owner. Excluded Residents are not permitted to enter/return to the buildings or grounds of any campus housing facility for any reason.

2. SUBLETING AND GUESTS

- a. Resident shall not assign any rights under this Contract, give accommodations to any other person not assigned to the apartment by Owner/UCR-HS or sublet (i.e. transfer possession, lease the premises, or give accommodations) to any person not assigned to Apartment by Owner/UCR-HS. Actual violations or the solicitation of a sublease, shall be grounds for eviction.
- b. The Resident shall be responsible for their own and any guests' conduct and any loss or damage caused by themselves or their guests to furniture, furnishings, equipment, building and 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 Owner. Subletting is not permissible in these premises.

3. ROOMMATES

- a. Each occupant of each Apartment is REQUIRED to sign the Contract for a specified Apartment space. In some cases, the specific room number of assigned spaces may not be announced until move-in.
- b. A Resident who signs for a Double Occupancy room must limit their physical occupancy to the same one half of the room space at all times during the contracted period. However, the "A1" "A2" or "B1" "B2" designation on the Contract for a room is an arbitrary physical location.
- c. Assignments for roommates or residents of adjoining suites will be of the same birth gender except where stated preferences to the contrary and space availability allow otherwise.
- d. If Apartment consists of more than one assignable bedspace, Owner/UCR-HS reserves the right, when any assignable bedspace is vacant, to assign a new Resident to the vacant assignable bedspace with or without advance notification or approval.
- e. Conflict with a roommate will not be considered grounds to terminate this Contract. Owner makes no representations or warranties as to the compatibility or conduct of any roommate assigned to Apartment. In no event is Owner liable for any damages whether direct or indirect, general or specific, arising out of or relating to the conduct of any roommate.

4. UTILITIES

- a. The Owner pays for Wi-Fi, water, sewer and trash removal services.
- b. A monthly electricity allowance will be applied to each Apartment as specified below. On a monthly basis, any monthly electricity bill amount in excess of the allocated allowance will be calculated, divided equally and charged to each Resident contracted to the Apartment. Note: The stated electricity allowance is applied per Apartment, NOT per resident.

1-Bedroom, 1 Bath	\$30.00/month
2-Bedroom, 2 Bath	\$40.00/month

- c. Communal/shared internet service is provided through Stonehaven Student Housing for a limited number of devices per Resident. There is no guarantee made against spottiness, dropping, or interrupted service.
- d. All other utilities and services not specified above, including but not limited to telephone, television services, and expanded internet, 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.
- e. For any utility/service charge paid by Owner on behalf of the Resident or paid by the Owner to mitigate Resident's failure to pay utility/service charges ascribed to them, Resident is required to reimburse Owner for said charge plus \$75.00 as liquidated damages for administrative costs associated with each billing required by Owner in seeking reimbursement or resolution.

5. UCR DINING PLANS

- a. The ability to purchase sundries, food, and meals from the numerous convenience stores and food venues on campus via a formal UCR dining plan shall be an optional "add-on" for Stonehaven residents. See Item IV.10.

6. TERMINATION: GENERAL PROVISIONS

- a. It is agreed that this is an academic year contract and thus it may not be terminated after the Effective Date except as specifically provided for in this section.
- b. The Owner is not bound to release, and generally will not release, Resident from this Contract, except as described in section 6(f) and 6(g). Substantial and verifiable supporting documentation will be required for consideration of any cancellation request.
- c. The Owner is not required to consider the Contract terminated until a Contract Cancellation Request has been approved.
- d. If contract is terminated by Owner consistent with section 6(e), 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 Owner, or by other means allowable by law.
- e. All Contract Cancellation Requests submitted on or after the Effective Date of the Contract will be assessed a \$75 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 THE OWNER:

- i. The Owner 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, the Owner shall serve a three-day Notice to Pay Rent or Quit, Perform Covenant or Quit, or a Notice to Quit, whichever is applicable. In the event of such termination by the Owner, the Resident shall be held responsible for payment of the remaining contracted amount up to such time as Owner is able to enter into a replacement contract with another resident.

- ii. The Resident hereby agrees that Owner 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 processing fee charged.
 - iv. If a Resident fails to vacate the premises on the Expiration Date or other legal termination date, the Resident is responsible for pro rata rent until the Resident vacates the premises. Any damages incurred by the Owner as a result of the Resident's failure to vacate premises plus a liquidated damages charge of \$75.00 to cover administrative costs incurred by the Owner 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 or (2) fail to pre-notify the Owner of a planned late arrival within 48 hours of 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. The Owner may seek a replacement resident 48 hours following the Effective Date of this 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 Owner's performance under this Contract, Owner 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 Owner terminates this Contract or does not provide Resident with similar accommodations. Owner 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 Owner shall be prorated and refunded to Resident by Owner.
- g. **TERMINATION BY THE RESIDENT:**
- i. **Residents must request to terminate this Contract by submitting a Contract Cancellation Request specifying the Resident's planned date of move-out at least 30 days prior to Resident's planned move-out..**
 - ii. The Resident must submit a Contract Cancellation Request form at least 30 days prior to requested release date. If approved, 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 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 \$75.00 to cover administrative costs incurred by the Owner. Resident further understands and agrees that Resident will be responsible for all of Owner's damages resulting from Resident's holding over of the Apartment, as well 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 a Resident terminates this contract prior to the Effective Date while still an admitted student of UCR, 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 conditions outlined above will be assessed according to the schedule below.

CANCELLATION REQUEST SUBMISSION DATE	CANCELLATION CHARGE SCHEDULE
More than 120 Days Prior to Effective Date of Contract	\$100 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	\$75 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 for the remainder of the academic year. This does not include voluntarily withdrawing from classes for any particular quarter. A \$75 processing fee and pro rata rent will be charged.
 - (b) Approval of a written request to Owner for substitution of a full-time registered non-Freshman UCR student who lives off campus. It is the responsibility of the Resident under contract to find an acceptable replacement. A \$75 processing fee will be charged.
- ix. When offered, Residents who renew a Contract effective July 1, 2023, shall retain their Apartment payment-free for July, 2023, and August, 2023, provided Resident does not cancel the contract prior to the Fall Quarter End of Instruction 2023.
- (a) **Cancellation of a renewed Contract** prior to the Fall Quarter End of Instruction 2023, will result in full assessment of rent charges for July, 2023 and August, 2023 plus a liquidated damages charge of \$700.
 - (b) **Cancellation of a renewed Contract** prior to the Effective Date, will result in cancellation charges as outlined in the Cancellation Charge Schedule above, which Resident agrees are liquidated damages.
- x. Any correspondence pertaining to Contract termination must be directed in writing to Stonehaven Student Housing, Resident Services Office, 3201 Canyon Crest Drive, Riverside, CA, 92507. **Notifying Admissions, the Registrar, or any other campus department will specifically NOT suffice as notification to Owner.**

7. AUTHORIZED AGENT

Pursuant to Civil Code Section 1962(a)(1), the current Resident Manager is authorized to manage the premises. The telephone number and street address at which personal service may be affected on this person is 3201 Canyon Crest Drive, Riverside, CA 92507, 951-782-7979. The Resident Manager, so long as he/she is employed at Stonehaven, is also the person authorized by the Owner to act for and on behalf of the Owner for the purpose of service of process and for the purpose of receiving and receipting for all notices and demands.

8. LIQUIDATED DAMAGES

In the event the Owner 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; (2) the Owner agrees to rescind such Notice, the Resident agrees to pay the Owner \$100.00 as liquidated damages to cover the administrative costs involved in the preparation and service of said Notice. In the event the Owner prepares and has served a Summons of Complaint and the Owner and the Resident subsequently resolve their differences and the Owner allows the Resident to continue to reside in the premises, the Resident agrees to pay the Owner \$100.00 as liquidated damages to cover the administrative costs involved in the preparation of the Summons of Complaint and such costs for service as are actually incurred. It is agreed that it is extremely difficult or impractical for the Owner to ascertain its damages. In the event of hold over, that said liquidated damages represent a reasonable amount calculated to cover damages to the Owner in the event of hold over. The imposition of liquidated damages in the above circumstances shall not prevent the Owner from serving a future Notice to Pay Rent/Perform Covenant or Quit and/or serving Summons of Complaint for unlawful detainer. In all occurrences that the Owner serves a Notice to Pay Rent/Perform Covenant, regardless of the date on which the notice is served, the payment called for by the notice must be in the form of a cashier's check or money order.

9. LIMITATION OF LIABILITY

- a. The Owner and 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. On-campus Residents are eligible for renter's insurance designed specifically for university students through GradGuard Renters Insurance Plan. The Owner and University strongly recommend that Resident secure a renter's insurance policy with GradGuard or another equitable plan offering 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.

10. 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 material 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. Owner may temporarily turn off equipment or interrupt utilities to avoid property damage or to perform work requiring such interruption as determined by Owner's sole judgement. Owner will not be liable for any inconvenience, discomfort, disruptions, or interferences with Resident's use of premises because Owner is making repairs, alterations, or improvements to the premises, Apartment, buildings, or community as allowable by law.
- e. Resident agrees not to make any alternations and/or changes to the Apartment as outlined in the [Housing Resident Conduct Policies](#). The Resident is responsible for returning the Apartment to the Owner in the same condition as when received, reasonable wear and tear excepted.

11. RULES AND REGULATIONS

- a. Resident agrees to comply with all rules and regulations which the Owner has established including, but not limited to, such rules as are incorporated in the most current edition of the [Housing Resident Conduct Policies](#), which are incorporated herein by reference. 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 Owner to Resident's on-campus housing mailbox, front door, and/or to the Resident's student email address.

12. RELOCATION

- a. Resident understands that the Owner reserves the right to relocate Resident upon thirty (30) day notice. In case of an emergency, the Owner will relocate Resident immediately to an Apartment as comparable as possible 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.

13. 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 safety equipment must be reported immediately to the Stonehaven Resident Services Office.
- 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 Owner, 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), (b), (c) or (d) may be subject to liquidated damage charges, fines, and/or eviction, at the Owner's sole discretion.

14. 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.

15. 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 \$200 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 approved assistance animals. Owner 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 the Owner to accommodate the animal must be confirmed by Owner PRIOR to bringing any such animal into the community.

16. 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 such as Stonehaven 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 apartments, bedrooms, single-family residences, 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.

17. MEDIA BROADCASTING & RECORDING

Resident may not broadcast or record the images or voices of staff, 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 protocols. All media recording by student organizations must be approved by the University Police Department prior to the onset 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.

18. PARKING/TRAFFIC

- a. Parking permits are available for purchase at Stonehaven Student Housing, Resident Services Office, 3201 Canyon Crest Drive, Riverside, CA 92507.
- b. General campus parking regulations prevail in all campus housing communities.
- c. 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.
- d. Parking of motor vehicles on lawns and in other than designated parking spaces is prohibited. Violators will be subject to parking citation(s) and/or towing, at owner's expense.

19. TELEPHONE JACK AND INSIDE WIRING

Pursuant to Civil Code section 1941.4, the Owner is responsible for installing one usable telephone jack per apartment and placing and maintaining the applicable interior telephone wiring in good working order in residential dwellings.

20. WEAPONS

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

21. RIGHT OF ENTRY

The Owner reserves the right to enter the Apartment 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 ensure the individual and collective health and safety of the Resident and the community, (d) to exhibit the Apartment 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.

22. SALE OR DISPOSITION OF ABANDONED PROPERTY

Unless agreed in writing otherwise when Resident vacates the Apartment, Owner will comply with all local and state laws, including regulations promulgated by the UC Regents and by UCR, with respect to the storage and/or disposal of abandoned personal property Resident leaves in the Apartment after vacating. Failure to remove all personal property from the Apartment at the time Resident vacates may result in the imposition of storage fees and other costs, which may have to be paid prior to Resident being permitted to reclaim Resident's personal property. Resident is responsible for ensuring all personal property is removed from the Apartment at the time Resident vacates to avoid such fees and charges.

23. NONWAIVER

Any waiver or non-enforcement by the Owner 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 Owner 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 Owner knew of the prior breach at the time such rent was accepted.

24. SERVERABILITY

If a provision or paragraph of this Lease 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.

25. NOTIFICATIONS

- a. Any notice to the Owner under this Contract shall be in writing and delivered to the following: Stonehaven Student Housing, Resident Services Office, 3201 Canyon Crest Drive, Riverside, CA 92507.
- b. Submission of this Contract is Resident's implied consent that security deposit and final move-out accountings, as well as abandoned personal property notices be provided by the Owner utilizing the Resident's UCR student email and/or personal email account. If Resident does not wish for the above-mentioned accountings or notices to be communicated by email, Resident may notify Stonehaven Student Housing in writing at SH-Management@eahhousing.org or the above-mentioned address.
- c. Submission of this Contract is Resident's implied consent that information regarding Owner and 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 the Owner in writing to the above-mentioned address.
- d. Residents are fully responsible for reviewing and complying with information distributed by OWNER/UCR-HS to Resident's mailbox, front door, and to Resident's student email address.

26. 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 time 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.

27. PRIVACY: PHOTOGRAPHY, MARKETING & THIRD PARTY SERVICE PROVIDERS

- a. By submitting this Contract the Resident gives permission for Owner and UCR-HS to use the Resident's University ID photo for emergency and identification purposes.
- b. The Owner/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 the Owner/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 with the Owner/UCR-HS or the University to provide a supplementary or complementary program service to the Resident. If Resident does not wish for his or her photographic likeness to be used for stated purposes, Resident may notify UCR-HS at housinginfo@ucr.edu or in writing to Stonehaven Student Housing, Resident Services Office, 3201 Canyon Crest Drive, Riverside, CA 92507.

28. NOTICES

- a. Resident affirms and agrees that Resident has access to a copy of this Stonehaven Student Housing Contract via the MyHousing portal, as well as the most current edition of the [Housing Resident Conduct Policies](#) at www.housing.ucr.edu. Residents unable to attain internet access may contact UCR Housing Services for a printed copy of either item.
- b. By signing this Contract, Resident understands and acknowledges that Stonehaven is privately owned and managed by EAH Housing, Inc., not the University. While University housing policies and EAH's housing policies are often aligned, that may not always be true. Therefore, Resident is responsible for ensuring full compliance with EAH's housing policies and is responsible for confirming with EAH that any University housing policies that are communicated by the University to students in any mass communications (such as e-mail blasts) apply to Stonehaven.
- c. Pursuant to California Health and Safety Code Section 25915, Resident affirms and agrees that access has been given to the information entitled "Protect Your Family From Lead in Your Home" online at www.epa.gov/lead/pubs/leadpdf.pdf. Residents unable to attain internet access may contact Owner for a printed copy of this pamphlet.
- d. The State of California Information Practices Act of 1977 requires the Owner 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 and to provide follow-up record maintenance on housing assignments. 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. 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. 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 Owner, in accordance with applicable Federal and State law and Owner 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, or status as a Vietnam-era veteran or special disabled veteran or any other classification protected by state or federal law. The Owner also prohibits sexual harassment. This policy covers admission, access, and treatment in Owner/UCR-HS programs and activities.
- g. 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 or any renewal of this Lease request reasonable accommodation. If Resident requires an accommodation, Resident should contact Owner to engage in an interactive process with respect to the accommodation request.
- h. PROPOSITION 65 DISCLOSURE. The Premises as well as the common areas in and around the Premises contain at least one of the following chemical(s) known to the State of California to cause cancer or reproductive toxicity and for which warnings are now required. These chemicals include, but are not limited to: tobacco, smoke, lead and lead components, asbestos, carbon monoxide and gasoline components.
- i. 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 is 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).

- j. 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 UCR Campus Security and Crime Report UC Riverside. 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) 827-74311.

29. CERTIFICATION

Resident certifies the following.

- a. Resident agrees that a misrepresentation 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 the same.
- d. Resident agrees to pay all costs including court costs and reasonable attorney's fees, incurred by the Owner 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](#).

All information provided by the Resident is part of a legally 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-HS.
- 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 Stonehaven Student Housing, Inc. and the Resident.
- Certain electronic channels may not be secure and the Owner and University cannot guarantee the confidentiality of anything delivered online, regardless of the online security the Owner and University have implemented.
- The Owner and University are authorized to consider the Resident's typed full name below as Resident's signature for this Agreement.

Ref: {{Entry_Application_ID}}