



## 2024 SUMMER HOUSING CONTRACT

The undersigned occupant hereinafter referred to as "Resident" understands that all information provided and contained in the contract and assignment process constitutes a legal binding 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 a bedspace in the Summer Housing Program subject to and pursuant to the obligations of this Contract and the most current edition of the [Housing Resident Conduct Policies](#), which are incorporated herein by reference,

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.

Housing Services respects the privacy of all campus housing residents and is transparent about use of Residents' personal information in facilitating our business operations. Enforcing the terms and conditions of this Contract may require interactions with external agencies (e.g. legal, governmental) whose business operations do not recognize the University of California's policies and methods of personal identification. Therefore, Resident's legal name will appear on this Contract and will also appear on documents necessary to enforcement of the terms and conditions of this Contract in legal or court environments external to the University (e.g. eviction and unlawful detainer actions). In some cases, Resident's inability to receive aforementioned documents in person may require a public-facing posting on Resident's residence door of said documents and, by way of inclusion, Resident's legal name.

**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.**

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### I. ASSIGNMENT

1. The University shall provide a furnished single or double occupancy space in the Summer Housing Program in the UCR Residence Halls or UCR Campus Apartments, hereinafter referred to as "Space," and a Dining Plan consisting of 21 meals per week under the management of UCR Dining Services. The Space is defined as follows:

**Community/Room/Bed Space:** {{Room\_Space}}

**Room Type:** {{Room\_Type}}

2. The period of this Contract begins with the Check-In Date and ends with the Check-Out Date occurring during the overall program availability period of Sunday, June 23, 2024 to Saturday, September 14, 2024, as selected by the Resident.

**Check-In Date:** {{Check\_In\_Date}}

**Check-Out Date:** {{Check\_Out\_Date}}

3. Resident can move into the assigned space beginning at 2:00 pm or later on the Check-In Date and must vacate the space by 5:00 pm on the Check-Out Date to avoid additional charges.
4. UCR-HS does not guarantee any preferences, including but not limited to specific buildings, apartments, rooms, halls, or roommates. UCR-HS reserves the right to re-assign the Resident to a different Space at any time following submission of this Contract or during the term of this Contract.

5. Any Contract submitted by a Resident who is under the age of 18 at the time of submission must be accompanied by a Parent-Guardian Guarantee Form. Resident's failure to provide an executed Guarantee Form, if required, shall not render this Contract invalid, but shall be a default of this Contract. No Resident shall occupy the premises without satisfying the Guarantee Form requirement of this Contract. The fact that a required executed Guarantee Form has not been provided does not release Resident from liability under this Contract and all Rent, terms and conditions.

## II. PAYMENTS & FEES:

1. Resident will be billed in accordance with the following nightly rates:

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

**Nightly Dining Plan Rate:** {{Dining Rate}}

2. The Resident is financially responsible for the entire period of the Contract from the Check-In Date to the Check-Out Date as long as the Contract is considered active or as noted in the terms of an approved contract cancellation, regardless of whether the Resident is physically occupying the space.
3. UCR-HS charges 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 online or to the Main Cashiers Office without the University having to make demand for payment. Residents without access to RWeb will be sent a statement by mail.
4. 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." Please indicate "Summer Housing" and your Student ID# (for UCR students only) or Customer ID# (for Non-Student Accounts) in the note section of your check.
5. Financial aid credits remaining on the statement of account after payment of tuition and campus fees will be applied to UCR-HS charges remaining on the account.
6. 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 or, for a Resident of Dundee Residence Hall, with an Owner 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, enclose a self-addressed envelope with proper postage with payment and a receipt will be sent back to you.
7. 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.
8. 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.
9. For the purposes of this Contract, a nightly room rate will cover the Resident's possession of a space until 5pm the following day. Resident's failure to vacate a space by 5pm on any day shall constitute an additional night of billing.
10. For Residents who are Housing/Residential Education staff, it is understood that the Resident will not be assessed a rental charge during the official employment period. Should the resident staff member retain occupancy outside the Housing/Residential Education dates of employment, rent will be assessed as noted and appropriate to cover all occupancy dates outside of the employment period.
11. The Resident is financially responsible for the entire term of this Contract unless officially released by the University. If officially released by the University, Resident will be responsible for all terms and conditions of the release, as communicated in writing.
12. UCR-HS may increase the rates in an amount not to exceed 10% of the total room and board fee, as economic conditions warrant. If a rate adjustment is necessary, UCR-HS shall notify resident in writing thirty (30) days prior to the effective date of the rental rate increase.
13. The Resident will be charged for any damages to Resident's assigned space. Charges are due and payable upon assessment.

## III. TERMS AND CONDITIONS

{{Name\_First}} {{Name\_Last}}  
 Ref: {{Booking\_ID}}

**1. ELIGIBILITY**

- a. The Resident must have a recognized affiliation with UC Riverside. Married occupants and occupants in a domestic partnership may not occupy rooms, be they shared or unshared by other assigned occupants, in the assigned community. However, the Resident shall be obligated, whether an affiliated guest or not, to pay the University in accordance with the payment provisions of this Contract for any services provided to the Resident.
- b. Children/minor dependents may not reside in the premises. Students with children/minor dependents are not eligible for residency in the Summer Housing Program.
- c. 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 & GUESTS**

- a. The Resident shall not assign any rights under this Contract, sublet or give accommodations to any other person not assigned to the Summer Housing Program room 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 and any guests' conduct and any loss or damage caused by themselves or their guests to furniture, furnishings, equipment, building and grounds.
- c. The room may not be used for lodging, parties, or overnight visitation by any person not assigned to the Space without prior written approval of UCR-HS.

**3. ROOMMATES**

- a. A Resident who is assigned to a Double Occupancy Space must limit their physical occupancy to the same one half of the room space at all times during the contracted period.
- b. A Resident's physical location in a room is denoted by the "A", "B", "C", or "D" designation of a room or apartment number. Residence Halls physical locations are arranged left to right. Lofted bed locations are denoted by a "C" or "D". Glen Mor physical locations are single occupancy rooms arranged left to right.
- c. Roommates must be of the same gender, unless Roommates are assigned to a gender-inclusive hall or Space via processes sanctioned by UCR-HS or if space availability allows otherwise.
- d. If a room consists of more than one assignable bedspace, UCR-HS reserves the right, when any assignable space is vacant, to assign a new Resident to the vacant assignable space with or without advance notice or approval.
- e. Conflict with a roommate will not be considered grounds to terminate this Contract. University makes no representations or warranties as to the compatibility or conduct of any roommates assigned to room. In no event is University liable for any damages whether direct or indirect, general or specific, arising out of or relating to the conduct of any roommate.

**4. UTILITIES**

UCR-HS pays for electricity, high-speed internet, water, trash, and sewer services.

**5. TERMINATION OF CONTRACT**

- a. UCR-HS is not bound to release, and generally will not release, Resident from this Contract. Substantial and verifiable supporting documentation will be required for consideration of any cancellation request.
- b. UCR-HS is not required to consider the Contract terminated until a Contract Cancellation Request has been approved or a Contract has been legally terminated by UCR-HS and 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.

**c. 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, perform covenant or quit, or a notice to quit, whichever is applicable. In the event of such termination by UCR-HS, the Resident shall be held responsible for payment of the remaining contracted amount, but only until such time as University 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 Check-In Date, there will be no liquidated damages or other fees charged.
- iv. If a Resident fails to vacate the premises by 5pm on the Check-Out Date selected, the Resident is responsible for nightly room charges until the Resident vacates the premises. Any damages incurred by UCR-HS as a result of the Resident's failure to vacate

premises, including a minimum liquidated damages charge of \$35.00/hour 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 their selected check-in date, or (2) fail to pre-notify UCR-HS of a planned late arrival at least 48 hours prior to the selected check-in date. A "No Show" shall remain obligated to this full contractual agreement. "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 selected Check-In Date. 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.

d. **TERMINATION BY THE RESIDENT:**

- i. **The Resident may terminate this Contract for any reason by submitting a Contract Cancellation Request online.**
- ii. If the Contract cancellation request is received PRIOR to the official check-in date of the Contract, a \$60.00 processing fee will be charged. If the cancellation is received AFTER the official check-in date of the Contract, the Resident will be charged a \$60.00 processing fee, as well as for the full financial obligation of the Contract.
- iii. In the event of a relocation, if a Resident fails to vacate the Space three (3) days after they take possession of their new Space, the Resident is responsible for a daily Space charge until the Resident vacates the Space. Any damages incurred by the University as a result of the Resident's failure to vacate the Space, and a liquidated damages charge of \$35.00/hour to cover administrative costs incurred by the University as a result of a Resident's failure to vacate, shall be charged.
- iv. Residents who move out without Contract termination approval and/or without following proper move-out procedures as outlined in the most current edition of the Student Conduct Policies will be considered "Improper Move-Outs" and charged the remaining financial obligation of this Contract.
- e. Any correspondence pertaining to Contract termination must be directed 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.**

6. **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 notices. Resident shall also reimburse University for any legal support services or attorney fees incurred during the pursuance of legal eviction procedures. 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 and service 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 by a third party. It is agreed that it is extremely difficult or impractical for the University to ascertain its damages in the event of hold over, that said liquidated damages represent a reasonable amount calculated to cover damages to the University in the event of hold over. The imposition of liquidated damages in the above circumstances shall not prevent the University from serving a future Notice to Pay/Perform Covenant or Quit and /or serving a Summons of Complaint for unlawful detainer.

7. **PERSONAL PROPERTY & LIABILITY PROTECTION**

- 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, but is highly recommended and may be purchased from any source. The University of California has partnered with GradGuard to provide renter's insurance designed specifically for university students. The University strongly

recommends 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 quarantine. Resident waives the right to any claim against the University or Owner related to or arising from the acquisition of or exposure to any infectious disease. Neither the University or Owner or their 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 and Owner make no warranty with respect to the safety of the premises with regard to any infectious disease.

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

- a. Resident agrees to keep the space and premises in a clean, sanitary, non-hazardous condition, to be responsible for any damage to the space, 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. 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, Space, buildings, or community, as allowable by law.
- c. Resident agrees not to make any alternations and/or changes to the Apartment as outlined in the [Housing Resident Conduct Policies](#).
- d. The University shall provide regular cleaning of communal spaces external to a Residence Hall Space or Apartment (i.e. lounges, hallways, bathrooms, labs, laundry rooms, music rooms, study spaces, etc.), except during weekends, University-recognized holidays, academic breaks, or during Final Exam Weeks.

#### 9. 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.

#### 10. RELOCATION

- a. Resident understands that University reserves the right to permanently relocate Resident to another room in an on-campus housing community owned, operated, or managed by or on behalf of University upon thirty (30) day notice.
- b. In case of an emergency, UCR-HS has the right to reassign Resident immediately to a different space. UCR-HS will make reasonable efforts to relocate or reassign Resident to a space comparable to the one being vacated.

#### 11. FIRE & LIFE SAFETY

- a. Residents shall take due care to prevent fires, including but not limited to, not leaving stoves and microwaves unattended when they are in use. Toxic, hazardous, or flammable non-household chemicals shall not be stored on the premises.
- b. Any suspected malfunction of fire safety equipment must be reported immediately to any Resident Services Office (RSO).
- c. Residents must evacuate the premises during a fire alarm.
- d. Every room is equipped with a smoke detector. Some lounge kitchens may additionally be equipped with fire suppression devices. Misuse or tampering with fire safety equipment is prohibited.
- e. Any Resident found to be in non-compliance with items (a), (b), (c), or (d) may be subject to fines and/or eviction, at the University's sole discretion.

#### 12. 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, follows and complies with Federal law regarding marijuana or marijuana concentrate, and is a drug-free community. Failure of Resident or Resident's guests or invitees to comply with this law is a substantial and material violation of this Contract and is likely to result in immediate eviction.

#### 13. PETS

Pets **ARE NOT** permitted, excepting fish in an aquarium with a maximum size of 10 gallons. The maximum allowable gallons per Residence Hall Space is 20 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 approved assistance animals. 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. A non-negotiable fee for fumigation services in addition to any appropriate cleaning or repair charges deemed necessary will be assessed to Residents keeping Assistance animals upon Resident's move-out.

#### 14. SMOKING

- a. UC Riverside 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 non-combustible 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 Spaces, restSpaces, community Spaces, 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 other chemical mitigation activities.
- d. Smoking violations constitute a material breach of this Contract and are grounds for immediate eviction.

#### 15. PERSONAL MICROMOBILITY DEVICES

- a. A "personal micromobility device" (PMD) is a device that is both (a) powered by physical exertion or an electric motor; and (b) designed to transport one individual or one adult accompanied by up to three (3) minors.
- b. Resident is prohibited from operating or riding any PMD within campus housing or dining buildings and on certain pedestrian walkways as indicated by posted signage.
- c. Resident is permitted to own, store, and recharge a PMD in their Apartment if (a) it is not powered by an electric motor, or (b) it is powered by an electric motor and meets the following specific safety standards.
  - i. E-bikes: UL 2849, the Standard for Electrical Systems for E-bikes, as recognized by the United States Consumer Product Safety Commission, or EN 15194, the European Standard for electrically powered assisted cycles
  - ii. E-scooters: UL 2272, the Standard for Electrical Systems for Personal E-Mobility Devices, as recognized by the United States Consumer Product Safety Commission, or EN 17128, the European Standard for personal light electric vehicles (PLEV)
  - iii. If Resident's PMD fails to meet the aforementioned standards, Resident is prohibited from storing the PMD in the Apartment unless Resident maintains an insurance policy that covers storage of the PMD in the Apartment. Even with the insurance policy, Resident is prohibited from charging the PMD inside of the Apartment.
- d. Resident must store their PMD in compliance with applicable Fire Code and [OSFM Information Bulletin 23-003](#) regarding lithium-ion battery safety.
- e. Repair and maintenance of PMD batteries is prohibited in the Apartment at all times.
- f. All PMD's may be subject to registration requirements, and safety and insurance compliance audits. Residents must possess and be able to provide documentation demonstrating compliance with the above requirements.

#### 16. 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 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. **In addition**, the use of aerial devices such as drones is prohibited.

#### 17. 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, be fully operational and be operated/parked in a safe manner.
- 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.

#### 18. 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 or any other item that resembles such examples.

#### 19. **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 ensure 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.

#### 20. **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 Space 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 Space if it determines that the Space has been abandoned.

#### 21. **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.

#### 22. **SEVERABILITY**

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.

#### 23. **NOTIFICATIONS**

- a. Any notice to the University under this Contract shall be submitted to [housinginfo@ucr.edu](mailto:housinginfo@ucr.edu) or 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 as indicated above.
- 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 will 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-HS 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.

#### 24. **INVENTORY**

Within twenty-four (24) hours of obtaining room 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 the 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 hereafter.

#### 25. **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-HDHS facilities. Further, it is agreed that Resident's photographic likeness may 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 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 or aforementioned personal contact information to be used for stated purposes, Resident may notify UCR Housing Services at [housinginfo@ucr.edu](mailto:housinginfo@ucr.edu) as noted above.

## 26. NOTICES

- a. Resident affirms and agrees that Resident has access to a copy of Resident's Residence Hall Contract, as well as the most current edition of the [Housing Resident Conduct Policies](#) posted at [www.housing.ucr.edu](http://www.housing.ucr.edu). Residents unable to attain internet access may contact UCR-HS for a printed copy of either item.
- b. **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 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).
- c. **INFORMATION PRACTICES ACT:** The State of California Information Practices Act of 1977 requires the University and 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 and Owner 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.
- d. 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 UCR-HS or Owner to engage in an interactive process with respect to the accommodation request.
- 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, 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, or status as a Vietnam-era veteran or special disabled veteran, and any other classification protected by state or federal law. The University and Owner also prohibits sexual harassment. This policy covers admission, access, and treatment in University programs and activities.
- g. The University does not assume coordination or 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 contacting calling (951) 827-4311.

## 27. 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 and the [Housing Resident Conduct Policies](#) and Resident hereby acknowledges access to a copy of same.
- d. Resident agrees to pay all costs including court costs and reasonable attorney's fees, incurred by UCR-HS or 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](#).