



2021-2022 CAMPUS APARTMENTS

CONTRACT

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

THIS CONTRACT IS NOT A MERE APPLICATION FOR HOUSING.

Resident agrees to rent and occupy, subject to and pursuant to the obligations of this Contract and the most current edition of the Student Conduct Policies, which is incorporated herein by reference, a space located in _____, 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 Student Conduct Policies. The University agrees to permit resident to so rent and occupy the Apartment under the management of UCR-HDHS.

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

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

I. ROOM ASSIGNMENT

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

Community/Unit/Room/Bed space:

Style & Occupancy Type:

Monthly Rate:

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

2. Glen Mor room assignments are integrated with a "Dining Plan." Dining Plans may be chosen as an optional "add-on" to assignments at other communities during the contract process or mid-year at your Resident Services Office. The "Dining Plan" as referenced in the Contract shall be defined as follows:

Dining Plan Selection:

Monthly Rate:

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

3. A phased, multi-year renovation project to address seismic, fire alarm, and ADA (Americans with Disabilities Act) components is currently in progress at Falkirk. Construction work with associated noise and access impacts may occur on weekdays during the academic year. Additionally, all first- and second-floor sliding glass doors in non-renovated buildings may not be accessed except in the case of an emergency exit as required by the Campus Fire Marshall.
4. The existence or availability of variable amenities such as closets, balconies or patios is a random and arbitrary occurrence that does not influence rental expense and the existence, availability or lack thereof of such amenities shall not be criteria for premium payment or for reimbursement.
5. Resident agrees that any and all facilities provided by University in the community are provided as a gratuity and their use is not part of the rent paid by Resident. University 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 University.

6. UCR-HDHS does not guarantee specific buildings, apartments, rooms or roommates. Floor plans of the same apartment style may vary.
7. If for any reason UCR-HDHS cannot deliver possession of premises to the Resident, UCR-HDHS shall not be liable for any loss or damage from the delay or failure to deliver possession.
8. UCR-HDHS will assign the Resident to a specific bedroom within a specific apartment unit. UCR-HDHS reserves the sole right during the term of the Contract to reassign the Resident to another bedroom or apartment unit in campus housing. The Resident agrees to occupy the specific apartment unit to which he or she is assigned.
9. Requests for relocation by Residents shall be submitted and managed as a Contract Cancellation Request and are subject to the terms contained under Termination of Contract (see Item V.6) necessitating approval by UCR-HDHS, submission of a new housing application, waiting period, and any denoted move-out charges.
10. Residents who relocate themselves to spaces to which they are not contracted and assigned are considered illegal relocations. Such Residents will be moved back to their contracted 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.
11. UCR-HDHS reserves the right to assign roommates to Single Occupancy Residents in the case of an emergency.

12. **OCCUPANCY LIMITS**

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

Suites	1 person
Studio	1 person
1-Bedroom	2 persons
Loft Apartment	2 persons
2-Bedroom	4 persons
Glen Mor 2-Bedroom	2 persons
Glen Mor 4-Bedroom	4 Persons

II. LEASE TERM

1. Contract shall be for the entire academic year commencing on the Effective Date and ending on the Expiration Date, as noted below.

Effective Date:

Expiration Date:

2. Residents who renew a Contract with an Effective Date of July 1, 2021, shall retain their Apartment payment-free for July, 2021, and August, 2021, provided Resident does not cancel the Contract prior to the Fall Quarter End of Instruction, 2021. If University consents, according to its sole discretion, to Resident's proposed cancellation of this Contract, such cancellation of a renewed Contract prior to the close of Fall Quarter End of Instruction, 2021, will result in full assessment of rent charges for July, 2021 and August 2021. Additional liquidated damage charges may apply.
3. NOTE: Due to the extensive nature of renovations in progress at Falkirk, certain buildings will be offline each summer. Residents of these buildings may have revised lease renewal options. Revised renewal options may require Residents of buildings identified for renovation to completely vacate their current apartment for the summer.

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. University shall retain the deposit until Resident's occupancy is terminated. The deposit is then refundable subject to deductions for the following: (1) unpaid rent, (2) the cost of repairing damages attributed to Resident and in excess of normal wear and tear, (3) a \$73 cleaning fee to return Apartment to the same level of cleanliness it was in at the inception of tenancy, and (4) the cost of collection (if necessary).
3. If an eligible Resident fails to take physical possession of Apartment by the Effective Date, Resident shall forfeit the entire deposit and the amount of any other damages incurred by the University due to its inability to rent the specified space.
4. Resident agrees that UCR-HDHS 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 PLANS, FEES:

- 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.

FALL 2021		WINTER 2022		SPRING 2022	
Room	Dining Plan	Room	Dining Plan	Room	Dining Plan
9/1/21	-	1/1/22	1/1/22	4/1/22	4/1/22
10/1/21	10/1/21	2/1/22	2/1/22	5/1/22	5/1/22
11/1/21	11/1/21	3/1/22	3/1/22	6/1/22	6/1/22
12/1/21	12/1/21				

- An annual Activity Fee in the amount of \$50.00 for Bannockburn Village, Falkirk, and The Plaza, and \$60.00 for Glen Mor will be charged in installments on the Resident's statement of account as denoted in the Resident's Payment Schedule. This fee is used to cover expenses for Resident's social, academic, recreational, and cultural opportunities in the UCR Campus Apartments and is refundable for all full months in which the resident is not legally contracted.
- UCR-HDHS 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 to the Main Cashiers Office on the due dates specified in this Contract without the University having to make demand for payment.
- The Resident may make online credit card or eCheck payments at <http://www.rweb.ucr.edu/> or mail check/money order payments to University of California, Main Cashiers Office, 900 University Ave., Room 1111, Riverside, CA 92521. Make checks payable to "Regents, UC."
- Financial aid credits remaining on the statement of account after payment of fees will be applied to UCR-HDHS charges remaining on the account.
- All payments are due on the 1st of the month and considered late after the 15th of the month, or the Friday prior to the 15th if the 15th 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 FRIDAY PRIOR TO THE 15TH DAY OF THE APPROPRIATE MONTH IF THE 15TH FALLS ON A SATURDAY, SUNDAY, or University-recognized holiday, AND FOR SUBSEQUENT MONTHS UNTIL PAYMENTS ARE MADE CURRENT. Resident may make an appointment to speak with a UCR-HDHS representative to discuss any past due balance, or anticipated past due balance. However, this will not waive the \$30.00 Late Fee. Please do not use inter-campus mail to send payments. If you need a receipt, send a self-addressed envelope with proper postage to the Main Cashiers Office and a receipt will be sent back to you.
- The Resident's failure to pay any amounts due under this Contract or breach of any other provision of this Contract or the Student Conduct Policies may result in disciplinary action, including termination of this Contract and eviction proceedings.
- 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.
- For periods of occupancy within any calendar month, but less than the complete calendar month, the room rent shall be calculated as 1/30th of the total monthly rent for each day of occupancy excepting the month of September, which will not be prorated. Late arrivals and early departures will not be prorated without prior written approval. Early move-ins requested and approved for dates between June 30 and the official Fall Quarter/September move-in date shall be calculated as 1/30th of the total monthly rent for each such date of occupancy. **Move-out any time during the last month of this Contract shall NOT be considered an early termination and is NOT eligible for proration.**
- RESIDENT WITH DINING PLAN ONLY:** In the event of early departure, Dining Plan charges will be prorated based on Residential Restaurant operational days. Any verifiable use of meal swipes and/or Dining Dollars beyond the prorated amount will be billed to the Resident.
- 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.
- UCR-HDHS may increase the rental rates in an amount not to exceed 10% of the total room fee, as economic conditions warrant. If a rate adjustment is necessary, UCR-HDHS shall notify Resident in writing sixty (60) days prior to the effective date of the rental rate increase. The
- 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-Freshman, single student housing. 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.
- 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 as defined by the Registrar's Office.
- d. Resident is required to give UCR-HDHS 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 UCR-HDHS' administrative costs.
- e. A one-quarter Leave of Absence may be approved by UCR-HDHS upon request. A Leave of Absence may not be requested for Resident's initial quarter of occupancy. 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.
- f. UCR-HDHS reserves the right to permanently exclude from campus housing a Resident who has been legally evicted from any campus housing unit or whose UCR-HDHS Contract has been otherwise terminated by UCR-HDHS. Excluded Residents are not permitted to enter/return to the buildings or grounds of any campus housing facility for any reason.

2. SUBLETTING AND GUESTS

- a. The Resident shall not assign any rights under this Contract, sublet or give accommodations to any other person not assigned to the apartment by UCR-HDHS. Actual violations, as well as 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 UCR-HDHS.

3. ROOMMATES

- a. Each occupant of each Apartment is REQUIRED to sign a contract for an 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 and 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, UCR-HDHS reserves the right, when any assignable bedspace is vacant, to assign a new Resident to the vacant assignable bedspace.
- 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 Apartment. 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

- a. BANNOCKBURN VILLAGE: UCR-HDHS pays for electricity, basic cable television, water, trash, and sewer services.
- b. GLEN MOR: UCR-HDHS pays for electricity, basic cable television, water, trash, sewer and high speed internet services.
- c. FALKIRK and THE PLAZA: UCR-HDHS pays for basic cable television, water, trash, sewer, and gas (if applicable) services. A monthly electricity allowance is 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 and charged, as appropriate, to each Resident contracted to the Apartment.

Note: The electricity allowance is applied per Apartment, NOT per Resident.

Studio	\$25.00/month
1-Bedroom, 1 Bath	\$30.00/month
2-Bedroom, 1 Bath	\$40.00/month
2-Bedroom, 2 Bath	\$40.00/month
2-Bedroom, 2 Bath Deluxe	\$40.00/month

- d. All other utilities and services not specified above, including but not limited to telephone, internet, and expanded cable television 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 UCR-HDHS on behalf of the Resident or paid by UCR-HDHS to mitigate Resident's failure to pay utility/service charges ascribed to them, Resident is required to reimburse UCR-HDHS for said charge plus \$75.00 as liquidated damages for administrative costs associated with each billing required by UCR-HDHS in seeking reimbursement or resolution.

5. DINING PLANS

- a. The ability to purchase sundries, food, and meals from the numerous convenience stores and food venues on campus via a Dining Plan shall be an integrated amenity of the Glen Mor Contract and program, and an optional "add-on" at other campus apartment communities.
- b. A Dining Plan is composed of "Meal Swipes" that can be used to purchase meals in the Glasgow or Lothian residential restaurants, and "Dining Dollars" that can be used to purchase personal or guest meals and snacks at any Residential Restaurant, convenience store, or other dining venue on campus. Dining Dollars may not be used for the purchase of alcoholic beverages. The selected Dining Plan may be supplemented with additional value at any time at any Resident Services Office. Note: During holidays and Quarter breaks, no meals are served at Residential Restaurants and campus food service and convenience store availability is extremely limited or may be entirely unavailable.
- c. The Dining Plan selected at contract signing is for the entire regular academic year (i.e. Fall, Winter and Spring quarters). Changes are permitted during the first two weeks following the Start of Instruction (as published by the University) in the Resident's initial move-in quarter (i.e. Fall, Winter or Spring quarter). Dining Plan change requests for emergency/exceptional situations submitted with supporting documentation may be considered after the first two weeks. A class schedule conflict is not a viable reason for a dining plan change after the first two weeks of the academic year. Dining Plan Change Request forms can be obtained from and submitted to the Resident Services Office (RSO).
- d. "Meal Swipes" are available for use at the next scheduled Residential Restaurant meal following move-in. Dining Dollars are available for use beginning on September 17, 2021, or the Effective Date of this Contract for move-ins after September 17, 2021, and may be utilized through June 30 of the academic year in which Resident is assigned, or the Resident's move-out if prior to June 30, after which time they will expire.
- e. If Resident's chosen Dining Plan includes Residential Restaurant meals/"meal swipes," they are re-set each quarter. Unused meals do NOT roll over to the next quarter and are NOT refundable. Unused Dining Dollars DO roll over to the next quarter during the regular academic year, but DO NOT carry over beyond June 30th or beyond the Residents move-out date, whichever comes first, and are NOT refundable.

6. TERMINATION OF CONTRACT

- a. It is agreed that this is an academic year contract and thus it may not be terminated by Resident after the Effective Date except as specifically provided for in this section.
- b. UCR-HDHS 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.
- c. UCR-HDHS 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-HDHS and Resident has removed all personal belongings from the premises and returned all keys and/or other access devices to UCR-HDHS, or by other means allowable by law.
- d. All Contract Cancellation Requests submitted 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.
- e. **TERMINATION BY UCR-HDHS:**
 - i. UCR-HDHS 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 Student Conduct Policies, incorporated by reference herein. In such event, UCR-HDHS shall serve a three-day Notice to Pay Rent or Quit, Notice to Perform Covenant or Quit, or a Notice to Quit, as applicable. In the event of such termination by UCR-HDHS, the Resident shall be held responsible for payment of the remaining contracted amount up to such time as UCR-HDHS is able to enter into a replacement contract with another resident.
 - ii. The Resident hereby agrees that University may terminate Resident's tenancy under this Contract without cause upon thirty (30) days' written notice and expressly waives any right Resident may have currently or in the future under state law to receive sixty (60) days' notice of termination.
 - iii. If UCR initiates a full cancellation of admission prior to the Effective Date, there will be no liquidated damages or other fees charged.

- iv. If a Resident fails to vacate the Apartment on the Expiration Date or other legal termination date, the Resident is responsible for pro rata rent until the Resident vacates the Apartment. Any damages incurred by UCR-HDHS 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 UCR-HDHS as a result of a Resident's failure to vacate, shall be charged.
 - v. "No Shows" are Residents who (1) do not check in on the Effective Date of the Contract, or (2) fail to pre-notify UCR-HDHS of a planned late arrival at least 48 hours prior to the Effective Date of the Contract. "No Shows" who have been released from UCR student status will fall under the established campus refund schedule available in the UCR General Catalog. A "No Show" who is a registered student at UCR shall remain obligated to this full contractual agreement and will fall under the Cancellation Charge Schedule below. UCR-HDHS may seek a replacement resident 48 hours following the Effective Date of the Contract. Liquidated damages will be assessed.
 - vi. *Force Majeure*. In the event that circumstances such as fire, earthquake, or any other "Act of Nature," casualty, or circumstance render all or a part of the Apartment or premises uninhabitable or otherwise prevent the University's performance under this Contract, University shall have the right to terminate this Contract, or move Resident to similar accommodations while repairing and restoring the premises. Resident's obligation to pay rent hereunder shall be abated only if University terminates this Contract or does not provide Resident with similar accommodations. University has no obligation or liability to Resident to provide alternate housing or food services or to rebuild or replace any affected premises. Prepaid room and/or board applicable to the period following the premises being officially designated as uninhabitable and cancellation of Contract by University shall be prorated and refunded to Resident by University.
- f. **TERMINATION BY THE RESIDENT:**
- i. The Resident may terminate this Contract for any reason by submitting a Contract Cancellation Request online specifying the Resident's planned date of move-out at least 30 days prior to Resident's planned move-out.
 - ii. If Resident submits a Contract Cancellation Request less than 30 days prior to Resident's planned move-out, Resident will be charged the daily rent for each day short of a 30-day notification, pro rata rent until the Resident vacates the Apartment, and shall be responsible for any other term or condition of the approved release.
 - iii. If a Resident fails to vacate the Apartment on the move-out date submitted on a Contract Cancellation Request form 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 University. Resident further understands and agrees that Resident will be responsible for all of University's damages resulting from Resident's holding over of the Apartment, as well the damages of any person who was unable to move in due to Resident's holdover.
 - iv. If a Resident's admission is rescinded by the University prior to the Effective Date of this Contract, there will be no liquidated damages or other fees charged.
 - v. If the Resident terminates this Contract prior to the Effective Date while still an admitted UCR student, cancellation charges will follow the schedule below, which the Resident agrees are liquidated damages.
 - vi. 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

- vii. 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 UCR-HDHS 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.
- viii. Residents who renew a Contract effective July 1, 2021, shall retain their Apartment payment-free for July, 2021, and August, 2021, provided Resident does not cancel the Contract prior to the Fall Quarter End of Instruction, 2021.
 - (a) Cancellation of a renewed Contract after the Effective Date but prior to the Fall Quarter End of Instruction, 2021, will result in full assessment of rent charges for July, 2021 and August, 2021, as applicable.
 - (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 the Resident agrees are liquidated damages.
- ix. Any correspondence pertaining to a contract termination must be directed in writing to UCR Housing Services, 3595 Canyon Crest Drive, Riverside, CA, 92507 or residentaccounts@ucr.edu. **Notifying Admissions, the Registrar, or any other campus department will specifically not suffice as notification to UCR-HDHS.**

7. LIQUIDATED DAMAGES

In addition to all amounts payable to the University under this Contract, the Resident agrees to pay the University \$75.00 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 \$75.00 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) \$75.00 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 actually incurred. 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 rent/Perform Covenant or Quit and /or serving a Summons of Complaint for unlawful detainer.

8. PERSONAL PROPERTY & LIABILITY PROTECTION

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 renters insurance designed specifically for university students through GradGuard Renters Insurance Plan. The University strongly recommends that Resident secure a renters insurance policy with GradGuard or another equitable plan offering protection while Resident is living on-campus, off-campus, or traveling abroad.

9. 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 Student Conduct Policies, as they may from time to time be amended.
- b. Television, radio, and satellite antennae or any other equipment or materials may not be affixed to any part of the exterior of the premises.
- c. University may temporarily turn off equipment or interrupt utilities to avoid property damage or to perform work requiring such interruption as determined by University's sole judgment. University will not be liable for any inconvenience, discomfort, disruptions, or interferences with Resident's use of premises because University is making repairs, alterations, or improvements to the premises, Apartment, buildings, or community as allowable by law.
- d. Resident agrees not to make any alternations and/or changes to the Apartment as outlined in the Student Conduct Policies.
- e. The University shall provide regular cleaning of non-apartment, communal spaces (i.e. non-apartment lounges, hallways, labs, and laundry rooms), except during University-recognized holidays, academic breaks, or during Final Exam Weeks.
- f. The Resident is responsible for returning the Apartment to the University in the same condition as when received, reasonable wear and tear excepted.

10. 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 Student Conduct Policies. Rules and regulations set forth in the Student 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 Student 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-HDHS to Resident's student email address or to the Resident Services Office in the Resident's name.

11. RELOCATION

Resident understands that the University reserves the right to relocate Resident upon thirty (30) day notice. In case of an emergency, the University will relocate Resident immediately to an Apartment as comparable as possible to the one being vacated. For Resident-requested relocations, see Item I.9.

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

13. 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.

14. PETS

Pets **ARE NOT** permitted, excepting fish in one aquarium of 20 gallon or less size per apartment room. 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 approved by UCR-HDHS **PRIOR** to bringing any such animal into the community.

15. SMOKING

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

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 protocol. All media recording by student organizations must be approved prior to the initiation of media recording including, but not limited to, video and audio recording in residential community common areas and on adjacent property. The use of aerial devices (such as drones) is prohibited on campus housing premises.

17. PARKING/TRAFFIC

- a. General campus parking regulations prevail in all housing communities.

- b. Cars 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. TELEPHONE JACK AND INSIDE WIRING

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

19. 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.

20. RIGHT OF ENTRY

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

21. ABANDONMENT

Upon termination of the Contract, the undersigned agrees to surrender the premises to the University and to remove all personal property. Any property left in the room shall be deemed abandoned and the University may take possession of and dispose of such property, in accordance with California Civil Code 2080.8, and is hereby relieved of all liability for doing so. The University may re-enter and take possession of the room if it determines that the room has been abandoned.

22. 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.

23. 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.

24. NOTIFICATIONS

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

25. INVENTORY

Within three (3) business days of obtaining Apartment keys, Resident shall fill out, sign and return 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 mean 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.

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

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

27. NOTICES

- a. Resident affirms and agrees that Resident has access to a copy of this UCR-HDHS Contract, as well as the most current edition of the Student Conduct Policies posted at housing.ucr.edu. Residents unable to attain internet access may contact UCR-HDHS for a printed copy of either item.
- b. Pursuant to California Health & Safety Code Section 25915 and State of California Assembly Bill 3713, the University hereby notices residents that Bannockburn Village is known to have been constructed with building materials that included asbestos containing material (ACM). The main health risks associated with ACM are related to inhalation of large quantities of asbestos fibers that become airborne. Health risks are considered very low in Bannockburn Village because accessible ACM is not likely to become airborne unless ceiling or wall material is disturbed or punctured. Residents should not remove, disturb, puncture, renovate or repair any wall or ceiling building material. More information about ACM at Bannockburn Village can be referenced at housing.ucr.edu, in the Student Conduct Policies, and by contacting UCR Facilities Services at (951)827-4214. If ceiling or wall material become disturbed during residence, please promptly contact the Resident Services Office at (951)827-5723 for assistance from certified employees. The Annual Campus Asbestos Notification can be found on the Environmental Health & Safety website, <https://www.ehs.ucr.edu>.
- c. The second floor balconies at Falkirk have been declared structurally unsafe by the UCR Campus Fire Marshall. As such, all foot traffic and storage on said balconies is prohibited except in the case of a fire or other catastrophic need for emergency exit. Warning decals and security alarms have been installed on the sliding glass doors used for second floor balcony egress to warn of a critical safety breach. Misuse or tampering with fire or life-safety equipment is prohibited and is grounds for disciplinary action, including eviction and exclusion from campus housing.
- d. The State of California Information Practices Act of 1977 requires the University to provide the following information to individuals who are asked to supply information about themselves. The purpose for requesting the information is to process your on-campus housing Contract, to provide follow-up record maintenance on housing assignments and to help provide supplementary/complementary resident services. UCR-HDHS 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 University of California, in accordance with applicable Federal and State law and University policy, does not discriminate on the basis of race, color, national origin, religion, sex, disability, age, medical condition (cancer-related), ancestry, marital status, citizenship, sexual orientation, or status as a Vietnam-era veteran or special disabled veteran. The University also prohibits sexual harassment. This policy covers admission, access, and treatment in University programs and activities.
- g. 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 obtain a copy of this report by contacting the UCR Police Department, 3500 Canyon Crest Drive, Riverside, CA 92907, or by accessing the following internet address: <http://www.police.ucr.edu/securityreport/index.html>. If you have any questions, please contact UCR Campus Police at (951) 827-5222.

28. 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 and Student Conduct Policies, and Resident hereby acknowledges access to a copy of same.
- d. The Falkirk premises are currently under renovation. Some buildings and amenities may become unavailable sporadically throughout the term of this Contract. Completion of property renovations may cause disruptions in the community including noise, temporary loss of utilities or services, limited access, etc. UCR-HDHS will make every effort to minimize and mitigate disruptions, and continue to expedite improvements.
- e. Resident agrees to pay all costs including court costs and reasonable attorney's fees, incurred by UCR-HDHS 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 Student Conduct Policies.

The Regents of the University of California represented by:



Robert Brumbaugh
Senior Director, UCR Housing Services

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

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

Signature:

SID:

NAME:

DATE SUBMITTED:

Ref: