2. **Term:** The term of this Contract shall be for the Summer Session indicated on the housing application. Resident is held financially liable for the entire term of Contract unless University has released Resident of such liability in writing.

3. **Rate and Payment Schedule:** Please refer to Addendums A & B for Rate and Payment Schedules for specific details on rates and payment options.
   a. **Contract Amount:** Contract amount includes room rate, dining plan (board), and association dues.
   b. **Association Dues:** All Residents are members of the Housing & Residence Life Association and agree to pay annual membership dues of $10 with approval. The dues are incorporated into the total contract amount and are not subject to refund in case of contractual cancellation/termination.
   c. **Student Signature:** By signing this contract, Resident agrees to pay the contract amount (room, board and association fees) in accordance with Addendum B: Rate and Payment Schedule. Resident may pay the full amount due prior to the due date, at the Resident's election.
   d. **Late Fees:** Resident understands that the University incurs administrative expense in the event that payments become delinquent. To avoid a $50 late fee, Resident will need to make timely payments. Since University does not issue statements, Resident is responsible for knowing and complying with payment due dates in addition to regularly reviewing her/his epay account (see Addendum B).
   e. **Returned Check:** Any check returned to the University by the bank upon which it was drawn constitutes nonpayment and a $20 University returned check charge will be assessed, as well as a late payment fee if applicable.
   f. **Reservation Fee:** The Reservation Fee is applied to the total cost of Contract (room and board fees) and is due with Contract submission. The Reservation Fee is not a deposit. If the University is unable to accept Contract and provide a room due to space limitations, the Reservation Fee will be fully refunded.
   g. **Possible Contract Rate Increase:** The room and board rate may be increased up to a maximum of 1% during the term of this Contract for operational needs.

4. **Dining Plan (Meals):** In addition to a room, Resident is provided a declining balance Dining Plan, sufficient for most students. This declining balance system allows Resident to pay for individual food selections. The dining facility will be open daily except when Housing & Residence Life is closed and during the holidays listed on Addendum B. Arrangements for special dietary needs must be agreed upon by Resident and University in writing in advance of signing this Contract. The Dining Plan cannot be dropped, refunded, or transferred during the term of this contract. However, exceptions may be considered for extended absences due to illness or emergency.

5. **Occupancy:**
   a. **Assignment:** The University cannot guarantee, but will make reasonable effort to accommodate, Resident assignment preference(s) (specific halls, rooms and/or roommates). The University shall make room assignments and reserves the right to reassign Resident to another room during the term of this Contract. Requests for room change must be submitted in writing by Resident and approved by Housing & Residence Life’s Associate Director of Residence Life or designee before Resident may move.
   b. **Furnishing:** Room furnishings for Resident include a bed, desk, chair, drawers, closet space, and window coverings. Common area lounges are the shared responsibility of residents of the floor or hall. “Shared responsibility” means that all Residents will be assessed damages in the event that the referenced furniture or space is damaged beyond ordinary wear and tear.
   c. **Bathrooms:** It is the shared responsibility of all residents assigned to a suite to maintain cleanliness and health standards in private suite bathrooms.
   d. **Capacity:** Summer rooms in Housing & Residence Life are double occupancy rooms.
   e. **Use:** The assigned space may be used solely for personal residence. This Contract is not transferable and may not be sold or reassigned. No business or commercial enterprise of any kind including e-business may be conducted in or operated from Housing & Residence Life.
   f. **Room/Suite Condition:** Resident will respect her or his living environment and as such agrees to maintain their space in a clean, orderly and sanitary condition during tenancy and at the termination of this Contract. To avoid damage charges, Resident will complete and submit a Room Condition Report within 72 hours of moving in and prior to returning keys during an authorized check-out. If Resident does not submit said form, Resident waives his or her right to appeal damage charges.

6. **Services:**
   a. **Connectivity:** Each bedroom will have one usable telephone jack and one cable TV connection. Each student will be provided one Ethernet jack. The University will maintain, in good working order, the inside wiring for said jacks and connections.
   b. **Telephone Service:** Pursuant to Civil Code section 1941.4, the University is responsible for installing one usable telephone jack and for placing and maintaining the inside wiring in good working order in residential dwellings. Resident is responsible for the telephone, service, and any wiring between the telephone and the telephone jack. If there is a problem with telephone service, Resident must first determine that the problem is neither in the telephone nor the wiring running to the telephone jack. Once determined the problem is not in either the telephone or said wiring, Resident is required to complete a work order through the Housing &
Residence Life Office and the University will arrange for any necessary repair of the telephone jack or inside wiring. If Resident does not report such problems to the University and incurs a cost arranging a repair, the University shall not be liable for reimbursement to Resident.

7. University Access to Room/Suite: Resident agrees to permit the University to enter the room/suite for any reason allowed by law, including the following:
   a. in case of an emergency;
   b. to make necessary or agreed upon inspections, repairs, alterations, or improvements, or supply services required to maintain the building;
   c. to exhibit premises to prospective residents; or to inspect the premises as allowed in Civil Code section 1950.5;
   d. when resident has abandoned or surrendered the premises;
   e. pursuant to Court Order;
   The University may also enter the premises to determine whether it has been abandoned. Reasonable written notice, normally 24 hours in advance, will be given to Resident prior to entry into the room/suite.

8. Construction and Restricted Access: Construction of academic and residential buildings on the Merced campus in the vicinity of Housing & Residence Life is scheduled for the term of this contract. Construction is expected to occur during normal day time working hours and inevitably will result in disturbances and disruptions, including, but not limited to, increased noise and dust in the area surrounding Housing & Residence Life. There is also the possibility of both planned and unplanned utility shutdowns and access to certain facilities, streets, parking lots, walking and bike pathways may be limited, rerouted, or completely restricted. The University will work with building contractors to make every effort to minimize construction inconveniences. By signing this Contract, Resident agrees that he or she has been advised of said scheduled construction and access limitations, and acknowledges that there will be disturbances, disruptions, and inconveniences resulting from such construction and has agreed to such.

9. Personal Property: The University assumes no responsibility for the loss, theft, damage, or destruction of personal property in the RESIDENTs room/suite or any other location on University property. The University of California recommends that RESIDENTs consider purchasing renters insurance. In order to assist RESIDENTs who wish to acquire renters insurance, the University of California has partnered with GradGuard to provide a renters insurance policy. RESIDENTs will automatically receive renters insurance through GradGuard unless they opt out when completing their housing application. RESIDENTs with GradGuard insurance policies will be billed directly by GradGuard.

10. University Liability: Resident will use good, safe judgment while using Housing & Residence Life equipment and facilities. The University assumes no liability for injuries, loss, or damage, including death, due to Resident’s use of Housing & Residence Life including, but not limited to, kitchens, recreational equipment, elevators, etc. In extreme circumstances, including but not limited to, “Acts of Nature”, e.g. flood, earthquake, and unusual weather conditions that render the assigned space uninhabitable, the University shall not be held responsible or liable for Resident’s accommodation. In situations such as this, the University reserves the right to make special room assignments or other occupancy arrangements to accommodate those conditions, but the University shall not be obligated to do so.

11. Student Liability: Resident will work cooperatively with University to maintain a safe and secure environment where individuals accept responsibility for inappropriate behaviors. Resident is expected to report all incidents of inappropriate behavior. If individual liability cannot be determined, damages become the shared responsibility of roommate/suitemate/floor and hall mates. Resident will reimburse Housing & Residence Life for loss or damage of University property beyond ordinary wear and tear (including leaving said rooms or furnishings in an unsanitary or hazardous condition) caused by Resident or his or her guests. Resident may invite guests and will be responsible for his or her guest’s behavior. Resident will ensure that guests are informed of and abide by all rules of the UCM Housing and Residence Life Handbook and the terms outlined in this Contract.

12. Contract Validation:
   a. This Contract becomes valid and enforceable only upon written (electronic) acceptance by the University.
   b. Any waiver or modification of the conditions of this Contract is invalid unless in writing and signed by the Resident and an authorized representative of Housing & Residence Life.
   c. A Resident under 18 years of age must have a parent or legal guardian co-sign this Contract and guarantee full and prompt payment of all sums payable by Resident under this Contract by signing where indicated in Part II of this Contract.

13. Contract Cancellation/Termination: After submitting the Contract and Reservation Fee, Resident must submit a written request to Housing & Residence Life to cancel the Contract. Moving out and returning keys without approval, does not relieve Resident from sums due under this Contract.
   a. University Initiated Cancellation: The University, at its own discretion, may serve a 3-day notice to pay room and board, comply with the terms of this Contract, or quit, whichever is applicable, for any of the following:
      i. Any breach of this Contract, including but not limited to failure to pay fees when due; or
      ii. A change in Resident's admissions status or a failure of Resident to remain a full-time, regularly enrolled student at University; or
      iii. Any failure by Resident to abide by the regulations and or policies outlined in the UCM Housing & Residence Life Handbook, which is incorporated herein by reference, and/or Resident's engaging in conduct detrimental to himself or herself or the welfare of others; or
      iv. Any violation of state or federal law; or
      v. Any other reason allowed by law; or
      vi. University's inability to provide Resident a room due to a lack of space availability (full refund granted).
   b. Liquidated Damages: With the exception of section vi. above the Resident is liable for liquidated damages to the University to cover its administrative costs in processing the termination/forfeiture of the Contract and finding a replacement resident. Liquidated damages shall be charged in the amount of $150 for the period commencing May 23, 2016, which the Resident agrees are necessary and reasonable since it is impractical and extremely difficult to ascertain the amount of actual damage.
   c. University Initiated Termination: The University may terminate this contract upon 15 days' written notice.
   d. Student-Initiated Cancellation/Termination: If Resident has not yet received notice of Contract acceptance from the University, Resident must notify the University in writing that he or she wishes to cancel this Contract. Under those circumstances, the applicant is entitled to a full refund of monies submitted. After the University has accepted this Contract, the Contract may be cancelled by the Resident only upon a written request for cancellation and the University's written approval. After the Resident has accepted keys for and/or occupied the premises, the University will consider cancellation requests for the following reasons:
      i. Resident marries during Contract term and presents a verifiable marriage certificate; or
      ii. Resident disassociates from University (withdraw, transfer, graduate); or
The undersigned agrees to abide by the terms of this Contract which is legally binding for the entire summer 2016 - 12 week period.

Resident UCM ID Number: ____________________________

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Print Resident's Full Legal Name

Resident's Legal Signature

Date: ______________________

Parent/Guardian, if under 18:

Print Guardian’s Full Legal Name

Guardian’s Legal Signature

Date: ______________________

Agent of University: The officer below is authorized to manage the premises and is authorized to act for and on behalf of the University for the purpose of receiving and receipting for all notices and demands. Any notice to the University hereunder shall be in writing and delivered to the following:

The Regents of the University of California
Fernando Arias, Housing Analyst, UC Merced
Housing Assignments
5200 North Lake Road
Merced, CA 95343

Make checks payable to UC Regents.