

UNIVERSITY OF CALIFORNIA, MERCED
2015-2016 Housing & Residence Life Contract and Conditions

The resident who has signed this Contract, hereinafter called "RESIDENT," and the Regents of the University of California, hereinafter called the "University," enter into this Contract upon the following terms and conditions.

1. **Eligibility:** RESIDENT must be a regularly enrolled, full-time registered student at the University of California, Merced for the term of this contract. RESIDENT inability to meet eligibility requirements may be grounds for termination of this contract, but does not act as a waiver of any sums due under this contract.
2. **Term of Contract:** Contracts accepted for the fall semester shall be for the ENTIRE 2015-2016 academic year. RESIDENT is held financially liable for the entire term of Contract as defined in the section 2a. Contracts accepted for spring 2016 semester shall be for that semester only.
 - a. **Period of Residence:** The University will furnish the RESIDENT a room in a residence hall and will open and close the residence halls according to the following schedule. Please note that early move-in request will be denied.

	<u>Residence Hall Open</u>	<u>Instruction Begins</u>	<u>Residence Halls Close</u>
Fall Semester	10:00 a.m. Sunday, August 23, 2015	Wednesday, August 26, 2015	10:00 a.m. Saturday, December 19, 2015
Spring Semester	10:00 a.m. Sunday, January 17, 2016	Tuesday, January 19, 2016	4:30 p.m. Saturday, May 14, 2016

- b. **Break Periods:** ALL residence hall buildings and the dining commons will close during the winter break period beginning 4:30 p.m., Saturday, December 19, 2015, and RESIDENT shall vacate the room/suite during this period. Students participating in the Extended Stay program or with prior approval will be allowed to remain. Students staying in residence during the break period must comply with the terms and conditions of this agreement. Residence halls will remain open during spring break, however the dining commons will be closed.
3. **Rate and Payment Schedule:** Please refer to Addendum B Rate and Payment Schedule for specific details on rates and payment options.
 - a. **Contract Amount:** Contract amount includes room rate, RESIDENT selected 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 \$40 with the execution of this contract by the RESIDENT. The annual 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 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 when the RESIDENT submits the executed contract to the UNIVERSITY. The Reservation Fee is not a deposit. If the University is unable to accept the 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 2% during the term of this Contract for operational needs.
4. **Dining Plan (Meals):** RESIDENT must choose from one of three declining balance meal plans which include Residential Dollars to be used at the Yablokoff-Wallace Dining Center and CAT Dollars to be used at other Dining Service's food and retail locations. Residential Dollars and CAT Dollars operate on a declining balance system. The Residential Dollars allocation is available for the duration of the contract. The CAT Dollars balance is available for use after the term of the housing contract and is refundable when the RESIDENT is no longer enrolled at the University. RESIDENT has the option to change their meal plan selection prior to the spring semester. If RESIDENT does not change their meal plan by the fall deadline, then they will automatically be assigned the meal plan elected for the fall semester. The dining facility will be open daily except when the residence halls are closed and during holidays listed on Addendum B. Special Dietary arrangements 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, 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. **Furnishings:** Room furnishings for RESIDENT include a bed, desk, chair, drawers, closet space, and window coverings. Valley Terraces Suite living rooms are also furnished with soft seating, a table, and chairs. These furnishings are the shared responsibility of suitemates. Floor lounge furniture is the shared responsibility of RESIDENTs of the floor. "Shared responsibility" means that all RESIDENTs will be jointly assessed damages in the event that the referenced furniture or space is damaged beyond ordinary wear and tear, unless proof of individual responsibility is identified and confirmed by the University.
 - c. **Capacity:** Rooms in Housing & Residence Life are single, double, triple or quadruple occupancy rooms.

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- d. **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.
 - e. **Room/Suite Condition:** RESIDENT will respect his or her 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 or wireless device. The University will maintain, in good working order, the inside wiring for said jacks and wireless 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; and
 - 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. The RESIDENT also acknowledges that increased noise, dust, potential reassignment, or loss of parking spaces are not grounds for cancellation or termination of this contract.
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 RESIDENTs use of Housing & Residence Life including, but not limited to, kitchens, recreational equipment, elevators, bathroom showers 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 RESIDENTs 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 mates. RESIDENT will reimburse Housing & Residence Life upon receipt of notice for loss or damage to the University facility or its fixtures, furnishings or equipment beyond ordinary wear and tear (including leaving said rooms or furnishings in an unsanitary or hazardous condition) resulting from the neglect or willful act of the RESIDENT or his or her guests. RESIDENT 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, UC Conduct Standards, 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.

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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 room and board 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 and UC Conduct Standards, which is incorporated herein by reference, Section 14 below 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 at the daily room and board rate during the period when the RESIDENTs room is not made available by the University).

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 up to \$250 as set forth in Section 13.d below for the period commencing August 23, 2015, which the RESIDENT agrees are necessary and reasonable since it is impractical and extremely difficult to ascertain the amount of actual damage.

- b. **University Initiated Termination:** The University may terminate this contract upon 15 days' written notice.
- c. **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
 - iii. RESIDENT has compelling and unanticipated medical or financial problems arising after the Contract and reservation fee is submitted and such is substantiated as required by the University.

*Please note, only marriage and disassociation will be reviewed immediately; the remainder will be reviewed at the end of the semester.

If University approves Contract Cancellation/Termination in writing, a prorated refund for prepaid monies will be issued less the cancellation/liquidated damages charge due.

- d. **Cancellation/Liquidated Damages Charge:** A cancellation/liquidated damages charge, in accordance with the schedule below, will apply to all Contract cancellation/termination.

<u>\$100</u>	<u>Received before July 20, 2015</u>
<u>\$150</u>	<u>Received between July 20 and August 23, 2015</u>
<u>\$250</u>	<u>Failure to cancel or move-in and received after August 23, 2015</u>

14. **Compliance with University Rules:** University rules and regulations are established to provide a safe harmonious community for you and others to live. By entering into this contract, RESIDENT agrees to abide by the terms of this Contract and the policies outlined in the UC Merced Housing & Residence Life Handbook, which is incorporated herein by reference. The University may take appropriate action, including cancellation of this Contract, for conduct which is found by the University to be in violation of any such rules, or which is otherwise detrimental to the welfare of residents, employees, or the physical properties of the University, or which violates any federal or state law. RESIDENT's breach of this Contract may result in exclusion from specified housing/dining areas, referral to Student Judicial Affairs, and/or the imposition of University sanctions, including fines, administrative restrictions on future registration, graduation, or the non- issuance of grades or transcripts. Examples of University rules that are contained in the UC Merced Housing & Residence Life Handbook include, but are not limited to:
- a. **Alcohol:** The possession and use of alcohol is permitted by those 21 or older in the privacy of his or her room/suite with no minors present.
 - b. **Appliances:** For safety and sanitation reasons, the use of electrical cooking appliances is not permitted in all residence hall buildings. The exception is either one Energy Star rated Micro fridge no larger than 4.2 cu. ft., or one Energy Star rated 900watt microwave oven and one Energy Star rated compact refrigerator not to exceed 4.2 cubic feet.
 - c. **Ban on Business:** No business or commercial enterprise of any kind may be conducted nor operated from Housing & Residence Life.
 - d. **Community Living:** Housing & Residence Life is a community living situation in which RESIDENTs are assigned rooms, roommates, and suitemates. RESIDENT agrees to respect the rights of other RESIDENTs and to conduct him or herself in a manner conducive to a harmonious living environment as determined by Housing & Residence Life.
 - e. **Drugs:** Possession, use, manufacturing, and/or sale of illegal drugs or controlled substances, under either federal or state law, are prohibited and are grounds for Contract termination. Requests for the use of medical marijuana are directed to Disability Services prior to use.

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- f. **Electrical Safety:** Only UL approved items are permitted in Housing & Residence Life. Extension and multi-use cords must be heavy duty, single plug, and be UL approved. Altering or adapting electrical outlets and equipment and overloading circuits jeopardize safety and thus are not permitted.
 - g. **Firearms and Weapons:** Possession and/or use are prohibited and are grounds for Contract termination.
 - h. **Fire Safety:** It is a serious offense to tamper with fire detection or safety equipment including smoke detectors and elevators. When a fire alarm sounds, RESIDENT must evacuate the premises immediately and remain out until approved to re-enter by a University official. Hookahs are not permitted on the premises.
 - i. **Guests:** RESIDENTs are responsible for his or her guests' behavior and, therefore, agree to inform guests of University rules. Because overnight guests infringe on the space of others, overnight guests may stay for up to three nights within a two-week period, but only with the written approval of room/suitemates.
 - j. **Network and Internet Access:** The network is provided to facilitate the sharing of knowledge and information. RESIDENT shall abide by all state and federal laws and regulations and all University regulations regarding the network, such being incorporated herein by reference, and will be held accountable for any inappropriate activity originating from his or her computer.
 - k. **Keys:** To protect RESIDENT, RESIDENT's personal belongings, and that of room/suitemates, keys may not be loaned or given to another person. For safety reasons, RESIDENT must report lost or stolen keys to Housing & Residence Life immediately.
 - l. **Noise:** Housing & Residence Life strives to create an environment conducive to study and sleep. As such, RESIDENT shall cooperate immediately with all requests for quiet. If there are repeated infractions of this rule, in addition to other sanctions, the University may require the removal of disruptive stereos, other amplified sound equipment and/or musical instruments.
 - m. **Pets:** Fish in a tank no larger than 10 gallons are the only pets permitted with the prior written approval of room/suitemates.
 - n. **Smoking:** Smoking is prohibited on all University of California campuses and off campus leased apartments. The policy prohibits the use of cigarettes, e-cigarettes, cigars, snuff, snus, water pipes, pipes, hookahs, chew, and any other non-combustible tobacco product.
 - o. **Student ID Card:** The ID card hosts meal accounts, provides access to buildings, and serves as collateral when borrowing items from Housing & Residence Life. To protect your accounts, do not loan your card to others.
 - p. **Waterbeds:** Due to potential damage, waterbeds are not permitted in Housing & Residence Life.
15. **Consequences of Breach of Contract:** A breach of this Contract by RESIDENT, including but not limited to delinquency in payment, may result in any or all of the following actions: suspension of use of the meal portion of the contract, administrative action against RESIDENT's status in the University, a hold on records, initiation of termination of tenancy proceedings, and eviction.

Civil Code 2079.10 Registered Sex Offenders Information Notice: Notice: 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.

PART II – Acknowledgment and Acceptance of Contract and Conditions

The undersigned agrees to abide by the terms of this Contract which is legally binding for the entire 2015 – 2016 academic year.

Resident UCM ID Number: _____

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, Student Housing Analyst, UC Merced Housing and Residence Life
5200 North Lake Road Merced, CA 95343