

HOUSING & RESIDENCE LIFE
UNIVERSITY OF CALIFORNIA, MERCED

2013-2014 Housing & Residence Life Contract and Conditions – Continuing Student

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's inability to meet eligibility requirements may be grounds for forfeiture of this contract, but does not act as a waiver of any sums due under this contract.
2. **Term:** The term of this Contract shall be for the 2013-2014 Academic Year. Resident is held financially liable for the entire term of Contract unless University has released Resident of such liability in writing.

Fall Semester		Spring Semester
August 27, 2013 (10am)	Housing Opens	January 19, 2014 (10am)
August 29, 2013	Instruction Begins	January 21, 2014
December 21, 2013 (10am)	Housing Closes	May 17, 2014 (Noon)

Closed Periods: For safety reasons, Resident shall vacate the room/suite at times Housing & Residence Life is closed. To avoid being considered trespassing on University property, Resident must not remain in Housing & Residence Life after it closes.
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 approval. 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 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):** 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 service 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 disassociated from the University. Resident has the option to change their meal plan selection prior to the spring 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. **Furnishing:** Room furnishings for Resident include a bed, desk, chair, drawers, closet space, and window coverings. Valley Terraces Suite living room is the shared responsibility of suitemates and is furnished with soft seating, a table, and chairs. Floor lounge furniture is the shared responsibility of residents of the floor. "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. **Capacity:** Rooms in Housing & Residence Life are single, double, triple or quadruple occupancy rooms.
 - 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. 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:** In the best interest of the Resident, Resident should maintain personal property insurance available through private companies. The University, its employees, and agents assume no liability for the loss, theft, damage, or destruction to personal property kept in the Resident's room/suite or any other location on the premises.
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/floormates. 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:**
- This Contract becomes valid and enforceable only upon written (electronic) acceptance by the University.
 - 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.
 - 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.
- 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:
 - Any breach of this Contract, including but not limited to failure to pay fees when due; or
 - A change in Resident's admissions status or a failure of Resident to remain a full-time, regularly enrolled student at University; or
 - 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
 - Any violation of state or federal law; or
 - Any other reason allowed by law; or
 - University's inability to provide Resident a room due to a lack of space availability (full refund granted).
- 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 \$250 for the period commencing August 27, 2013, which the Resident agrees are necessary and reasonable since it is impractical and extremely difficult to ascertain the amount of actual damage.
- University Initiated Termination:** The University may terminate this contract upon 15 days' written notice.
 - 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:
 - Resident marries during Contract term and presents a verifiable marriage certificate; or
 - Resident disassociates from University (withdraw, transfer, graduate); or
 - 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.
- Cancellation/Liquidated Damages Charge:** A cancellation/liquidated damages charge, in accordance with the schedule below, will apply to all Contract cancellation/terminations. Said charge is a fixed amount to cover administrative costs resulting from Resident not occupying or vacating the room. Since it is impractical and extremely difficult to ascertain the amount of actual damage, Resident understands and agrees to this charge schedule.

\$100	Received before July 20, 2013
\$150	Received between July 20 and August 26, 2013
\$250	Failure to cancel and/or no show or received on or after August 27, 2013
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 Housing & Residence Life. The exception is either one Energy Star rated Microfridge 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 cu. ft.
- 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.
- 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 of any kind is prohibited in or on housing property. Effective on January 1, 2014, smoking will also be prohibited on all UC campuses, including UC Merced.
- 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 2013 – 2014 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

Director of Housing & Residence Life, UC Merced
Housing Assignments
5200 North Lake Road
Merced, CA 95343

Make checks payable to UC Regents.