

**UNIVERSITY OF CALIFORNIA, MERCED**  
**2018-2019 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. UNIVERSITY has entered into a Master Lease with Heritage Property Management, hereinafter called "Heritage Apartments", acting on behalf of the property owners, to provide housing at up to three apartment complexes in Merced: (a) Northwood Village, (b) Village Landing and (c) Village Terrace ("Complexes"), to students enrolled in the University of California, Merced and other UC-affiliates, including UC employees and UC-approved guests or visitors (all such residents referred to herein as "STUDENT"). This Contract is not transferable and may not be sold or reassigned.

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, and 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 either the ACADEMIC YEAR period of August until May or the YEAR-ROUND period of June until May. RESIDENT is held financially liable for the entire term of Contract as defined in the section 2a.
  - 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.

**Academic Year Contract**

	<u>Buildings &amp; Apartments Open</u>	<u>Instruction Begins</u>	<u>Buildings &amp; Apartments Close</u>
Fall Semester	10:00 a.m. Saturday, August 18, 2018	Wednesday, August 22, 2018	10:00 a.m. Saturday, December 15, 2018
Spring Semester	10:00 a.m. Sunday, January 20, 2019	Tuesday, January 22, 2019	4:30 p.m. Saturday, May 18, 2019

**Year-Round Contract**

	<u>Buildings &amp; Apartments Open</u>	<u>Instruction Begins</u>	<u>Buildings &amp; Apartments Close</u>
Summer Semester	10:00 a.m. Sunday, June 17, 2018	Monday, June 18, 2018 (B Session)	<i>Not Applicable</i>
Fall Semester	<i>Not Applicable</i>	Wednesday, August 22, 2018	10:00 a.m. Saturday, December 15, 2018
Spring Semester	10:00 a.m. Sunday, January 20, 2019	Tuesday, January 22, 2019	4:30 p.m. Saturday, May 18, 2019

- b. **Summer A/D Session Accommodations:** By special request and as space allows, residents will be provided accommodations between May 20, 2018 and June 16, 2018, for students enrolled in either the Summer A session or Summer D session.

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 MyBill 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 Plans (Meals):** 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. The YBLAKOFF-WALLACE AND DINING PAVILION will be open daily except holidays listed on Addendum B. Special Dietary arrangements must be agreed upon by RESIDENT and University in writing. 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.

**UNIVERSITY OF CALIFORNIA, MERCED**  
**2018-2019 Housing & Residence Life Contract and Conditions**

**Residence Halls**

- a. **Academic Year Contract:** Residents assigned to the residence halls will receive a meal plan of \$1,750 Residential Dollars for fall and \$1,750 Residential Dollars for spring. Residents will also receive \$250 CAT Dollars each fall and spring to be used at other Dining Service's food locations, Campus Store retail locations, printing, and laundry.
- b. **Year-Round Contract:** Residents assigned to the residence halls will receive a meal plan of \$500 Residential Dollars for summer, \$1,750 Residential Dollars for fall and \$1,250 Residential Dollars for spring. Residents will also receive \$250 CAT Dollars each for fall and spring to be used at other Dining Service's food locations, Campus Store retail locations, printing, and laundry.

**Heritage Apartments**

- c. **Academic Year Contract:** Residents assigned to the Heritage Apartments will receive \$2,400 CAT Dollars each for fall and spring semesters to be used at Dining Service's food locations, Campus Store retail locations, printing.
- d. **Year-Round Contract:** Residents assigned to the Heritage Apartments will receive \$800 CAT Dollars for summer and \$2,000 CAT Dollars each for fall and spring semesters to be used at Dining Service's food locations, Campus Store retail locations, printing.

**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.
- 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. Heritage Apartment furnishings include a bed, desk, desk chair, drawers, closet space, window coverings, soft seating, a dining table, and chairs. "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 Residence Halls are single, double, triple or quadruple occupancy rooms. Rooms in Heritage Apartments are either private or shared bedrooms within a shared apartment.
- 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.
- f. **Heritage Common Areas:** STUDENT in Heritage Apartments shall have the right to the use and enjoyment of all common areas in the Complexes (except the swimming pool areas including the swimming pools and spas, BBQ areas, exercise rooms and racquetball courts) to the same extent, under the same terms and conditions, and subject to the same charges, if any, as other residential tenants within the Complexes subject to the charges set forth in Exhibit A and pursuant to the Terms and Conditions set forth in Exhibit C.
- g. **Heritage Apartments Laundry:** Some apartments may include washers and dryers within the unit. Residents living in units without a washer/dryer will be provided a pre-loaded laundry card for use in complex laundry facilities.
- h. **Community Bathrooms:** Residents must use bathrooms as assigned, or utilize designated gender-neutral bathrooms. All Residents are responsible for the shared restrooms cleanliness and use the areas of the restrooms for their designated purpose.

**6. Services:**

- a. **Connectivity:** Each Residence Hall bedroom will have one usable telephone jack. Wireless networking is provided in all locations. The University will maintain, in good working order, the inside wiring for said jacks and wireless devices. Television service is provided via the campus network to the Residence Halls. Television service is not provided in Heritage Apartments.
- 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 or Heritage Property Management 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

**UNIVERSITY OF CALIFORNIA, MERCED**  
**2018-2019 Housing & Residence Life Contract and Conditions**

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 an optional renters insurance policy. RESIDENTS with GradGuard insurance policies will be billed \$185 directly by GradGuard and premiums must be paid for insurance coverage to be in effect.
10. **University Liability:** RESIDENT will use good, safe judgment while using Housing & Residence Life or Heritage Property Management 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, 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 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 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.
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, Heritage Property Management Rules, 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 RESIDENT's room is not made available by the University).

**UNIVERSITY OF CALIFORNIA, MERCED**  
**2018-2019 Housing & Residence Life Contract and Conditions**

**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 **\$300** as set forth in Section 13.d below for the period commencing **August 18, 2018**, 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:** Applicants and eligible residents may request to cancel their residence halls application or void their contract by contacting Housing & Residence Life. Requests for contract cancellation should be submitted in writing either to the Housing and Residence Life office or online via the Housing Portal. To learn about the housing cancellation process, resident should refer to the following information:
- i. Resident and/or applicants who HAVE NOT yet taken possession of their room need to submit a written request to Housing & Residence Life to cancel their application before the May 31, 2018 cancellation deadline. Those who cancel after the deadline will be subject to a cancellation fee and will only be approved for criteria listed in part 3.
  - ii. Resident and/or applicants who HAVE taken possession of their room need to submit a written request to Housing & Residence Life to cancel their contract and will be subject to a \$300 termination charge. Requests for cancellation will only be approved based on the criteria in part 3. Residents will still be responsible for room fees until the cancellation is approved. Once a cancellation is approved, student must completely vacate assigned room and turn in keys to the appropriate office to complete the move-out process. The room fees will be pro-rated based on the date keys are returned.
  - iii. **Cancellation Criteria:** A contract may be cancelled only under the following circumstances:
    - Resident and/or applicant graduates
    - Resident and/or applicant transfers to another campus
    - Resident and/or applicant is dismissed from the university
    - Resident and/or applicant is a participant in the Educational Leave Program (ELP) or withdraws from the university
    - Resident and/or applicant is denied admission to UC Merced or resident and/or applicant is admitted to UC MERCED but fails to register, cancels registration, or admission is rescinded
    - Resident and/or applicant participates in an approved Education Abroad Program
    - Resident and/or applicant presents proof of marriage that occurred during the term of the contract
- d. **Request for Contract Release:** A Request for Contract Release will be considered only when a condition exists that originated after the Residence Hall/Heritage Apartment Contract was signed and over which the resident has little or no control. Please note that financial hardship alone does not warrant release from the contract. Exceptional situations that involve a number of factors that taken individually do not merit release from the contract but taken together may justify release.
- i. **Release Request Process:** Before submitting a Request for Contract Release residents should communicate or meet with the Residence Life Coordinator assigned to their area or other appropriate staff member to discuss concerns. Issues can often be resolved through staff referral to appropriate resources and conflict resolution.
  - ii. Requests for contract release and documentation to support the RESIDENT's claim should be submitted in writing to the Director for Housing and Residence Life.
  - iii. The RESIDENT will be notified as to whether the request has been approved or denied. If approved, the resident will need to complete the move-out process and instructed. RESIDENT will still be responsible for room fees until the release is approved. Once a release is approved, RESIDENT must completely vacate assigned room and turn in keys to the appropriate office to complete the move-out process. The room fees will be pro-rated based on the date keys are returned.
- e. **Cancellation/Liquidated Damages Charge:** A cancellation/liquidated damages charge, in accordance with the schedule below, will apply to all Contract cancellation/termination.

**No Fee Received before June 1, 2018**

**\$200 Received between June 1 and August 18, 2018**

**\$300 Failure to cancel or move-in and received after August 18, 2018**

Residents may request to appeal the cancellation charge due to financial hardship and other extenuating circumstances. Appeals may be made during the cancellation process or directly in writing to the Director of Housing & Residence Life.

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

**UNIVERSITY OF CALIFORNIA, MERCED**  
**2018-2019 Housing & Residence Life Contract and Conditions**

rules that are contained in the UC Merced Housing & Residence Life Handbook and Heritage Property Management Terms and Conditions include, but are not limited to:

- a. **Alcohol:** The University condones the responsible use of alcohol by those 21 or older; however any student found misusing alcohol will be held accountable.
  - b. **Appliances:** For safety and sanitation reasons, the use and storage of electrical cooking appliances is not permitted in the residence halls. One Energy Star rated micro-fridge no larger than 4.2 cubic feet, or one microwave oven operating at no more than 900 watts and one compact refrigerator not to exceed 4.2 cubic feet. Specific examples of non-permitted appliances include, but are not limited to, toasters, electric grills, toaster ovens, hot plates, rice cookers, hot water kettles, space heaters and coffee pots (including auto shut-off), though single-serve coffee brewers (Keurig or similar) are permitted.
  - c. **Ban on Business & Solicitation:** No business or commercial enterprise of any kind may be conducted nor operated from Housing & Residence Life. To honor the privacy rights and safety of our residents, solicitation and door to door canvassing is not permitted.
  - 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, use, storage, and/or manufacture of firearms, fire bombs, explosives, weapons and destructive devices are prohibited and are grounds for contract termination and referral to Student Conduct and the UC Merced Department of Public Safety.
  - 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 and hover boards are not permitted in the residence halls. The use of candles, incense, fireworks, smoke/fog machines, hookah or other flame producing devices is strictly prohibited. The storage of flammable explosives such as propane tanks, gas cans, lighter fluid, etc. is not permitted in the residence halls or adjacent areas
  - 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. Any guest(s) violating any University policy, Heritage Property Management terms and conditions, or terms and conditions of this contract shall be required to leave the premises immediately. No person other than those officially assigned by the University or as authorized on this contract may occupy the premises on a permanent basis.
  - 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. Residents may be charged a fee for lockout services after hours or after three lockouts. Heritage Apartment lockout costs \$100 per lock out.
  - 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:** Waterbeds are not permitted in Housing & Residence Life.
  - q. **Pools:** STUDENTs and UC Affiliates do not have permission to use the pools areas located with the Heritage Village Landing, Village Terrace, and Northwood Village apartments. Failure to follow pool rules will result in immediate judicial action and may result in an "administrative" room change.
- 15. Heritage Apartments Policies:** The following policies apply to residents living in the Heritage Apartments units.
- a. **Hazardous Waste:** STUDENT is strictly prohibited from bringing or generating Hazardous Substances on Complex property or in the residential units. Hazardous Substances shall be interpreted broadly to mean any substance or material defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, ordinance, regulation or rule presently in effect, as the same may be amended from time to time (the "Environmental Laws"); and it shall be interpreted to include, but not be limited to, any substance (including, without limitation, pollutants, lead, asbestos, radon and petroleum products) which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

**UNIVERSITY OF CALIFORNIA, MERCED**  
**2018-2019 Housing & Residence Life Contract and Conditions**

- b. **Parking:** Only one (1) parking space will be provided for each residential unit. STUDENT and her or his guests may not park in empty or unassigned parking spaces at Complexes except for any STUDENT and her or his guest with the appropriate state of California ADA identification that permits them to park in accessible parking spaces. STUDENT understands and agrees that if a STUDENT or a guest of a STUDENT parks at the Complexes without the proper permit, that STUDENT or her or his guest's vehicle may be ticketed and/or towed. All vehicles parked in Heritage Village Landing, Village Terrace, and Northwood Village parking areas must have a legal UNIVERSITY Taps permit. Violations of parking regulations may result in disciplinary actions.
- c. **Pest Control:** STUDENT understands and agrees that Owner may enter the units to perform pest control services in accordance with the Pest Control Notice attached hereto as Exhibit A. STUDENT shall also sign the Bed Bug Addendum. In the event that any furnishings provided by UNIVERSITY pursuant to Section 5(b) herein must be replaced due to a bed bug remediation effort, UNIVERSITY shall be responsible for replacing the furnishings originally provided by UNIVERSITY.

**16. 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](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

**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 2018 – 2019 academic year.

**Contract Period:** [ ] Academic Year [ ] Year-Round

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**  
**C/O Jason Mellen, Business Systems Analyst**  
**UC Merced Housing and Residence Life**  
**5200 North Lake Road**  
**Merced, CA 95343**

**UNIVERSITY OF CALIFORNIA, MERCED**  
**2018-2019 Housing & Residence Life Contract and Conditions**

**EXHIBIT A**  
**HERITAGE TERMS AND CONDITIONS**

1. **CRIMINAL ACTIVITIES.** STUDENT nor any family, guests, invitees, affiliates, nor agents of STUDENT are permitted to engage in or facilitate any criminal activity at Complexes including but not limited to, any violent criminal activity or any drug-related criminal activity. "Violent criminal activity" means any criminal activity that has as one of its elements the actual or threatened use of force against a person or property of another. "Drug-related activity" means the illegal manufacture, sale, distribution, use or possession of marijuana or a controlled dangerous substance. Violation of this provision constitutes a material breach and is grounds for eviction.
2. **SECURITY ACKNOWLEDGEMENT AND WAIVER.**
  - a. STUDENT is responsible for protecting his or her person, property, family, guests, invitees, affiliates, agents, and pets from acts of crime at Complexes
  - b. STUDENT acknowledges that he or she has received no representation or warranties, either expressed or implied, as to any security or any access control system on the premises.
  - c. STUDENT agrees that UNIVERSITY and Heritage Property Management will not be liable to STUDENT based on any claim that security or an access control system was not provided.
3. **DAMAGE TO APARTMENT.** If STUDENT is aware that there is damage to any apartment by fire, water, or other hazard, or in the event that STUDENT is aware of malfunction of equipment or utilities, STUDENT agrees to immediately notify UNIVERSITY and Heritage Property Management.
4. **MOLD/MILDEW.** STUDENT is hereby notified that mold can grow if Apartments are not properly ventilated or maintained. If moisture is allowed to accumulate in Apartments, it can cause mildew and mold to grow. STUDENT agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. STUDENT agrees to uphold this responsibility by:
  - a. Keeping the apartment free from dirt and debris, including cleaning all toilets, sinks, countertops, showers, bathtubs and tile or linoleum floors with a household cleanser at least every other week,
  - b. Immediately reporting to UNIVERSITY and Heritage Property Management any water intrusion, such as plumbing leaks, drips or "sweating pipes,"
  - c. Notifying UNIVERSITY and Heritage Property Management of overflows from bathroom, kitchen or laundry facilities,
  - d. Reporting to UNIVERSITY and Heritage Property Management any significant mold growth on surfaces inside Apartments,
  - e. Using bathroom fans while showering or bathing and reporting to UNIVERSITY and Heritage Property Management any non-working fan,
  - f. Using exhaust fans when cooking, dishwashing or cleaning,
  - g. Using reasonable care to close all windows and other openings into the Apartment to prevent outdoor water from coming into the Apartment,
  - h. Cleaning and drying any visible moisture on windows, walls, and other surfaces, including personal property as soon as reasonably possible (note: mold can grow on damp surfaces within 24 to 48 hours),
  - i. And notifying UNIVERSITY and Heritage Property Management of any problem with the air conditioning, heating system, and water heater that you discover.
5. **OWNER/MANAGER LIABILITY.** STUDENT acknowledges that Heritage Property Management and its agents will not be liable for personal injury or damage or loss of STUDENT's personal property of any kind resulting

**UNIVERSITY OF CALIFORNIA, MERCED**  
**2018-2019 Housing & Residence Life Contract and Conditions**

from theft, vandalism, fire, water, rain, snow, ice, earthquakes, storms, sewerage, streams, gas, electricity, smoke, explosions, sonic booms, or other causes or resulting from any breakage or malfunction of any pipes, plumbing fixtures, air conditioner, or appliances, unless it is due to Heritage Property Management's failure to perform, or negligent performance of, a duty imposed by law or the Master Lease. STUDENT acknowledges that Heritage Property Management and its agents will not be liable to STUDENT due to interruption or curtailment of heat, hot water, air conditioning, or any other service furnished to STUDENT, except as provided by law or as such service is required to be provided pursuant to the Master Lease.

6. **DISPOSAL OF PROPERTY.** STUDENT acknowledges that if he or she leaves items of personal property on the premises after the Contract has terminated and delivery of possession has occurred, or if an Apartment appears to have been abandoned, STUDENT's property will be considered abandoned and Heritage Property Management will dispose of it and bill STUDENT in accordance with applicable law.
7. **RULES AND REGULATIONS.** STUDENT and his or her family, invitees, affiliates, and agents thereof agree to comply with all rules and regulations now or later made by Heritage Property Management pertaining to all residents of the Complexes whether herein, through addenda or newsletter, or posted within the community, provided that such rule or regulation does not conflict with the Master Lease or the Contract.
8. **NOISE AND CONDUCT.** STUDENT agrees to obey all laws and ordinances applicable to the Complexes and agrees that STUDENT and his or her family, guests, invitees, affiliates, and agents thereof will not be disorderly and will not disturb other residents at any time to include, but not limited to, car stereos while parked or driving through Complexes, noisy dogs/pets, noise from parties, any loud, unnecessary or unusual noise, including amplified sound, animals, construction, motor vehicles, power tools. Quiet hours are from 10:00 p.m. – 6:00 a.m. seven days a week. If STUDENT has a complaint about noise nuisance contact the police to file a complaint, then notify the Community Courtesy Patrol at **209.345.5193**.
9. **CLEANLINESS AND TRASH.** The interior and exterior of the Apartments must be kept in a clean, orderly, and sanitary condition at all times. STUDENT may at no time store trash at entryways or near the Buildings. STUDENT may not store recyclables in closets as these host and breed pests.
10. **PATIOS/BALCONIES.** STUDENT may at no time use patios/balconies for storage. Further, STUDENT may not hang laundry on clotheslines or over the ledges, as this creates damage to the building and is unsightly. No barbequing is permitted.
11. **WINDOWS.** STUDENTS are responsible for cleaning interior windows. STUDENTS may not remove screens. The window coverings provided with the Apartments are the only acceptable covering to show through to the exterior of the Complex. Aluminum foil and sheets for example, are not acceptable at any time whatsoever. Alternate air conditioning components may not be installed in windows.
12. **SMOKING, UNLAWFUL CONDUCT, AND WASTE; STUDENT'S OBLIGATION TO REFRAIN FROM DISTURBANCE.** STUDENT may not disturb, annoy, endanger, or interfere with other tenants of the Buildings or occupants of neighboring Buildings. STUDENT may not smoke or allow any guests to smoke cigarettes, cigar, pipe, other product containing any amount of tobacco, marijuana or illegal substance, or other similar lighted product in any room of the Apartments or in any common area of the Buildings of which the Apartments are a part. STUDENT and any guests thereof may not smoke within 10-feet of any exterior Building(s) on the Complexes, which includes within 10–feet of patios, balconies, stairwells, entryways, private areas and all common areas of the Complexes. This policy includes owners, tenants, as well as guests, maintenance personnel and staff. STUDENT acknowledges that current tenants residing in the complex under a prior lease, if any, will not be immediately



**UNIVERSITY OF CALIFORNIA, MERCED**  
**2018-2019 Housing & Residence Life Contract and Conditions**

required to cease smoking within their Apartments. As current residents move out or have their leases renewed, the smoking policy will become effective for their Apartments.

13. **CARBON MONOXIDE/SMOKE DETECTOR.** To the extent required by law the Complexes are equipped with smoke alarm(s) and carbon monoxide detector/alarm(s), hereinafter the "Device(s)". STUDENT will perform the manufacturer's recommended testing at least once a week to determine if the Devices are operating properly and it shall be the responsibility of each STUDENT to 1) ensure that the battery is in operating condition at all times, 2) replace the battery as needed (unless otherwise provided by law); and 3) if, after replacing the battery, the Devices do not work, to inform the UNIVERSITY and Heritage Property Management, immediately. In accordance with California law, Civil Code Section 1954, STUDENT shall allow Heritage Property Management access to the Apartments for that purpose. STUDENT shall not tamper with, deface, disconnect or damage the Devices, and shall take reasonable care to ensure that the Devices remain operational.
14. **VEHICLES.** Recreational vehicles are not permitted at the Complexes at any time. All motor vehicles must have valid and current registration. Proof of such must be visible to an onlooker. No repairs of any kind may be made at the Complexes. Vehicles in states of disrepair, including but not limited to, flat tires, broken windows, and accident damage are not permitted at the Complexes. (Ca Vehicle Code 22658) Abandoned vehicles are recognized as vehicles that appear so, or have remained in one space for 5 days. All vehicles described herein will be towed at the vehicle owner's expense.

**PEST CONTROL.** Heritage Property Management has contracted with a Pest Control company for regular services. Any notice regarding pesticides to be used in the Apartments will be provided to STUDENT before the time of service in accordance with California law 2645563.