

UNIVERSITY OF CALIFORNIA, MERCED
Heritage Property Management Apartments
2017-18 Housing & Residence Life Contract and Conditions

It is understood that this contract (“Contract”) is between **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, hereinafter called the “**UNIVERSITY**” and the **STUDENT**, and that both parties enter into this agreement upon the following terms and conditions. UNIVERSITY entered into a Master Lease with Heritage Property Management, 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:** To be eligible for housing at the Complexes, the STUDENT must be a regularly enrolled, full-time registered student at the University of California, Merced for the term of this Contract or an approved UNIVERSITY employee, guest or visitor. The STUDENT’s 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 2017-2018** academic year, or remainder thereof if the STUDENT arrives mid-year. The STUDENT is held financially liable for the entire term of Contract as defined in the section 2a. Contracts accepted for **spring 2018** semester shall be for that semester only.
 - a. **Period of Residence:** All early move-in requests will be denied. The UNIVERSITY shall assign the STUDENT to a specific apartment and will open and close the apartments according to the following schedule:
 1. The UNIVERSITY shall open the apartments at **10:00 a.m. Saturday, August 19, 2017.**
 2. The UNIVERSITY shall close the apartments at **4:30 p.m. Saturday, May 12, 2018.**
 - b. **Holidays and Winter Break Period:** ALL apartments will remain open during UNIVERSITY holidays and the winter break period beginning 4:30 p.m., **Saturday, December 16, 2017**, and the STUDENT may stay in their apartment at no additional cost during this period. However, if the STUDENT is approved to cancel their housing Contract between **December 17, 2016, and Tuesday, January 16, 2018**, the STUDENT agrees to pay the apartment daily rate during this 31-day period, in addition to the **\$300** housing Contract cancellation fee.

3. **Rate and Payment Schedule:** Cost per student is a double room rate, which has two students per bedroom. Specifically, 2-students will share a one bedroom apartment, 3-students will share a two bedroom, one bath apartment, 4-students will share a two bedroom apartment, and 5-6-students will be assigned to a three bedroom apartment as determined by the UNIVERSITY. A family will share an entire two bedroom apartment.

Schedule:	Annual	Fall	Spring
Double Rate:	\$13,440	\$6,720	\$6,720
Single Rate:	\$14,440	\$7,220	\$7,220

- a. **Contract Amount:** Contract amount includes room rate, \$600 Cat Dollars, and association dues.
- b. **Association Dues:** All STUDENTS 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 STUDENT. The annual dues are incorporated into the total Contract amount and are not subject to refund in case of contractual cancellation/termination.

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- c. **Student Signature:** By signing this Contract, STUDENT agrees to pay the Contract amount (room, Cat Dollars and association fees) in accordance with the above payment schedule. STUDENT may pay the full amount due prior to the due date, at the STUDENT's election.
 - d. **Late Fees:** STUDENT understands the UNIVERSITY incurs administrative expense in the event that payments become delinquent. To avoid a \$50 late fee, STUDENT will need to make timely payments. Since UNIVERSITY does not issue statements, STUDENT is responsible for knowing and complying with payment due dates in addition to regularly reviewing her/his epay account.
 - 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 STUDENT 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 2% during the term of this Contract for operational needs.
4. **Cat Dollars Plan:** STUDENT must accept the Cat Dollars plan which include \$600 Cat Dollars per month to be used at the Campus Store, Yablokoff-Wallace Dining Center, The Lantern Cafe, Summits Marketplace, and Fork In The Road food locations. CAT Dollars operate on a declining balance system. The CAT Dollars balance is available for use after the term of this Contract and is refundable when the STUDENT is no longer enrolled at the UNIVERSITY.
5. **Occupancy:**
- a. **Assignment:** The UNIVERSITY cannot guarantee, but will make reasonable effort to accommodate, STUDENT assignment preference(s) (specific apartments or roommates). The UNIVERSITY shall make apartment assignments and reserves the right to reassign STUDENT to another room during the term of this Contract. Requests for apartment room change must be submitted in writing by STUDENT and approved by Housing & Residence Life's before STUDENT may move.
 - b. **Furnishings:** Apartment furnishings include a bed, desk, desk chair, drawers, closet space, window coverings, soft seating, a dining table, and chairs. These furnishings are the shared responsibility of apartment mates. "Shared responsibility" means that all STUDENTs 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. UNIVERSITY may refuse to allow STUDENT to bring any personal furniture or equipment into the residential units or Complexes, which by its presence in or about the Complexes or units would be in violation or cause a violation of any city, county or state building codes.
 - c. **Capacity:** Bedrooms in all apartments are double occupancy rooms, except for two bedroom, one bath apartments wherein one bedroom shall be single occupancy.
 - 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. STUDENT shall comply with the Additional Terms and Conditions attached hereto as Exhibit E.
 - e. **Apartment/Room Condition:** STUDENT 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, STUDENT will complete and

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submit a Room Condition Report within 72 hours of moving in and prior to returning keys during an authorized check-out. If STUDENT does not submit said form, STUDENT waives his or her right to appeal damage charges.

- f. **Common Areas:** STUDENT 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 E.
6. **Services/Utilities:**
- a. **Internet and Cable Connectivity:** Each bedroom will have one usable telephone jack/high speed internet connection and one cable TV connection. Each apartment will be provided one wireless device to provide internet service for the residential unit. UNIVERSITY will provide for the cost of high-speed internet for each apartment unit.
- b. **Telephone Service.** STUDENT is responsible for the cost of the telephone, telephone service, and any wiring between the telephone and the telephone jack.
- c. **Water, Sewer and Trash:** Heritage Property Management will be responsible for the cost of water, sewer and trash services for each residential unit. Trash pickup will be provided at a central location
7. **Access to Apartment/Room:** STUDENT agrees to permit the UNIVERSITY and Heritage Property Management to enter the apartment and room 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 STUDENTS; or to inspect the premises as allowed in Civil Code section 1950.5;
- d. when STUDENT has abandoned or surrendered the premises; and
- e. pursuant to Court Order;

The UNIVERSITY and Heritage Property Management may also enter the premises to determine whether it has been abandoned. Reasonable written notice, normally 24 hours in advance, will be given to STUDENT prior to entry into the room/suite. STUDENT must execute the attached Permission to Enter form attached hereto as Exhibit B.

8. **Personal Property:** The UNIVERSITY and Heritage Property Management assume no responsibility for the loss, theft, damage, or destruction of personal property in the STUDENT's apartment/room or any other location at the Complexes. The UNIVERSITY recommends that STUDENTS consider purchasing renters' insurance. In order to assist STUDENTS who wish to acquire renters insurance, the UNIVERSITY has partnered with Grad Guard to provide a renters insurance policy. **STUDENTS will automatically receive renters insurance through GradGuard unless they opt out when completing their housing application.** STUDENTS with GradGuard insurance policies will be billed directly by GradGuard. STUDENT's GradGuard account must be paid in full and in good standing to maintain renters' insurance coverage.

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9. **Liability:** The STUDENT will use good, safe judgment while using Heritage Property Management equipment and facilities. The UNIVERSITY assumes no liability for injuries, loss, or damage, including death, due to STUDENT's use of Heritage Property Management apartments or Complexes, but not limited to, kitchens, recreational equipment, elevators, bathroom showers, common areas 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 STUDENT'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.
10. **Student Liability:** STUDENT will work cooperatively with UNIVERSITY to maintain a safe and secure environment where individuals accept responsibility for inappropriate behaviors. STUDENT 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. STUDENT shall indemnify UNIVERSITY and Heritage Property Management and shall reimburse UNIVERSITY upon receipt of notice for loss or damage to the Heritage Property Management facilities, Complexes or 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 STUDENT or his or her guests. STUDENT will be responsible for his or her guest's behavior. STUDENT 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.
11. **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 STUDENT and an authorized representative of Housing & Residence Life.
 - c. A STUDENT 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 STUDENT under this Contract by signing where indicated in Part II of this Contract.
12. **Contract Cancellation/Termination:** After submitting the Contract and Reservation Fee, STUDENT must submit a written request to Housing & Residence Life to cancel the Contract. Moving out and returning keys without approval, does not relieve STUDENT 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 STUDENT's admissions status or a failure of STUDENT to remain a full-time, regularly enrolled student at UNIVERSITY; or
 - iii. Any failure by STUDENT 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 STUDENT's engaging in conduct detrimental to himself or herself or the welfare of others; or
 - iv. Any violation of state or federal law; or

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- v. Any other reason allowed by law; or
- vi. UNIVERSITY's inability to provide STUDENT a room due to a lack of space availability (full refund granted at the daily room and board rate during the period when the STUDENT's room is not made available by the UNIVERSITY).
- b. **Liquidated Damages:** With the exception of section vi. above the STUDENT 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 tenant. Liquidated damages shall be charged in the amount up to **\$300** as set forth in Section 13.d below for the period commencing **August 19, 2017**, which the STUDENT 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 STUDENT has not yet received notice of Contract acceptance from the UNIVERSITY, STUDENT 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 STUDENT only upon a written request for cancellation and the UNIVERSITY's written approval. After the STUDENT has accepted keys for and/or occupied the premises, the UNIVERSITY will consider cancellation requests for the following reasons:
 - i. STUDENT marries during Contract term and presents a verifiable marriage certificate; or
 - ii. STUDENT disassociates from UNIVERSITY (withdraw, transfer, graduate); or
 - iii. STUDENT 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.

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

<u>NO FEE</u>	<u>Received before June 1, 2017</u>
<u>\$200</u>	<u>Received between June 1 and August 19, 2017</u>
<u>\$300</u>	<u>Failure to cancel or move-in and received after August 19, 2017</u>

- 13. **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, STUDENT 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. STUDENT's breach of this Contract may result in exclusion from specified housing/dining areas, referral to Student Judicial Affairs, and/or the

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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 and Heritage Property Management Terms and Conditions 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 or apartment with no minors present.
- b. **Ban on Business:** No business or commercial enterprise of any kind may be conducted nor operated in the Master Lease apartments.
- c. **Community Living:** Housing & Residence Life is a community living situation in which STUDENTS are assigned rooms, and apartment-mates. STUDENT agrees to respect the rights of other STUDENTS and to conduct him or herself in a manner conducive to a harmonious living environment as determined by Housing & Residence Life.
- d. **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.
- e. **Firearms and Weapons:** Possession and/or use are prohibited and are grounds for Contract termination.
- f. **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, STUDENT must evacuate the premises immediately and remain out until approved to re-enter by a public safety official. Hookahs and Hover Boards are not permitted in the Complexes.
- g. **Guests:** STUDENTS 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 all roommates living in the apartment. 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.
- h. **Keys:** To protect STUDENTS personal belongings, and that of room/suitemates, keys may not be loaned or given to another person. For safety reasons, STUDENT must report lost or stolen keys to Housing & Residence Life immediately. Replacement keys costs \$100 to \$150, depending on the key type.
- i. **Noise:** Housing & Residence Life strives to create an environment conducive to study and sleep. As such, STUDENT 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.
- j. **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.
- k. **Pets:** Fish in a tank no larger than 10 gallons are the only pets permitted with the prior written approval of all roommates living the apartment.
- l. **Smoking:** Smoking is prohibited on all UNIVERSITY campuses and apartments at the Complexes. The policy prohibits the use of cigarettes, e-cigarettes, cigars, snuff, snus, water pipes, pipes, hookahs, chew, and any other non-combustible tobacco product.
- m. **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.

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- n. **Waterbeds:** Due to potential damage, waterbeds are not permitted in the Master Lease apartments.
14. **Cleanliness/Janitorial Services.** STUDENT is responsible for the upkeep and cleanliness of his/her residential unit. Heritage Property Management will provide janitorial services for the common areas of the Complexes.
15. **Repairs/Maintenance.** STUDENT shall promptly report to Heritage Property Management any leaks, service-outages, inoperable appliances or damage to the premises or any portion thereof.
16. **Lockout and Re-Key Services.** If STUDENT gets locked out of his/her unit or loses his/her key, STUDENT is required to pay \$100 for lockout service per occurrence or \$100 per key replacement in accordance with the Property Management Plan attached hereto as Exhibit A.
17. **Hazardous Substances.** 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.
18. **Washer & Dryer Rental.** Some residential units are equipped with washer and dryer hookups. Depending on inventory, STUDENT may be able to lease washer and dryer units for \$40 per month per machine or \$80 per month per set.
19. **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.
20. **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 C. STUDENT shall also sign the Bed Bug Addendum attached hereto as Exhibit D. 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.

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21. **Consequences of Breach of Contract:** A breach of this Contract by STUDENT, 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 STUDENT's status in the UNIVERSITY, a hold on records, initiation of termination of tenancy proceedings, and eviction.

22. **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 2016 – 2017 academic year.

STUDENT 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
Jason Mellen, Business Systems Analyst, UC Merced Housing & Residence Life
5200 North Lake Road Merced, CA 95343

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EXHIBIT A
PROPERTY MANAGEMENT PLAN

Service	Response Time in Minutes		Fee per, if any
	Business Hours	After Business Hours	
Requests by UNIVERSITY for maintenance service (repairs needed due to normal wear and tear, not related to UNIVERSITY or STUDENT's negligence or improper use)	Typically 1-2 business days	Minimum 1 hour, emergencies only	N/A
Lockout or re-key service for STUDENT – Paid by STUDENT		Minimum 1 hour	\$100 per occurrence
Washer & Dryer Rental by STUDENT (hook ups available in some units depending on inventory) – Paid by STUDENT			\$40 each per month , \$80 per set per month
Wear items (such as light bulbs) shall be replaced at the sole cost and expense of STUDENT. Light bulbs shall be replaced with LED lighting or similar energy saving product			

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EXHIBIT D
BED BUG ADDENDUM

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EXHIBIT E
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,

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- 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 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.

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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 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. **PARKING.** Heritage Property Management may choose, at its sole election, to assign parking spaces at the Complexes. If Heritage Property Management does so, STUDENT agrees to park any motor vehicle STUDENT owns in the space Heritage Property Management designates. Heritage Property Management reserves the right to reassign parking for any reason upon at least three days' notice to STUDENT. Only one vehicle may be parked in the assigned space. STUDENTS are responsible for notifying their guests of the applicable parking restrictions. If STUDENT or his or her guests park any motor vehicle in a space or parking lot other than the one Heritage Property Management designates, Heritage Property Management can, at STUDENT's expense, without notice, have the vehicle towed and stored. STUDENTS park within the Complexes regardless of assignment at their own risk. Heritage Property Management is not

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liable for any loss, damage or injury whatsoever to any automobile owned by STUDENTS, or by any of their guests, parked anywhere at the Complexes.

15. **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.

16. **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 2645563.1