

University of California, Merced
Graduate & Family Housing - Heritage Apartment Complexes
2018-19 Lease Agreement – Terms and Conditions

These Terms and Conditions are, by reference, incorporated into the lease document for Heritage Apartments residents consisting of Parts I and II, hereafter referred to as the "Lease Agreement". It is understood that this Lease Agreement is between the REGENTS OF THE UNIVERSITY OF CALIFORNIA ("THE UNIVERSITY") and the individual RESIDENT ("RESIDENT") (also referred to as "Contract-Holder") who has signed Part II of this Lease Agreement and that both parties enter into this Lease Agreement upon the following Terms and Conditions. This Lease Agreement entitles the RESIDENT to the use of the apartment only in such manner as set forth herein and/or in the UC Merced *Housing Policies* document and, Exhibit A Heritage Property Management Terms and Conditions.

In addition, the 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 "RESIDENT"). This Lease Agreement is not transferable and may not be sold or reassigned.

1. Eligibility

To be eligible for housing at the Complexes, the RESIDENT 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 RESIDENT'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

RESIDENT agrees to occupy the apartment unit identified under Part I, Declarations, of this Lease Agreement for the period beginning **August 1, 2018, and ending on June 30, 2019**. If this Lease Agreement is executed after July 1, the commencement date will be identified under Part I, Declarations, of this Lease Agreement and the ending date will be June 30, 2019.

3. RENT & HOUSING PAYMENTS

The rent to be paid for premises is due and payable in advance on or before the first day of each month. RESIDENT hereby agrees to pay THE UNIVERSITY online at mybill.ucmerced.edu or at the Central Cashier, located on the first floor the Kolligian Library next to the Students First Center. Cashiering's hours are Monday through Thursday 8:30 am to 4:30 pm, Friday, 8:30 am to 3:00 pm. Payments submitted by cash, check, or money order must be accompanied with a student ID number. The RESIDENT'S name and student identification number must appear on the check or money order. All checks or money orders must be made payable to **UC REGENTS**. Unless a written extension of the payment period has been obtained from Housing, a ten dollar (\$10.00) late fee will be assessed for any rent payment received after the tenth (10th) day of each month or the first working day thereafter. RESIDENT may be assessed an additional twenty-five dollar (\$25.00) fee and any costs incurred in collection of said rent payment. Should the RESIDENT'S account become delinquent, a "hold" may be placed on the RESIDENT'S student records, preventing registration, release of transcripts or the obtaining of other University services. In addition, legal action may be taken to terminate this lease agreement.

The payment for the initial period, as stipulated in Part I, Declarations, of this Lease Agreement, shall be made upon execution of this Lease Agreement or no later than one (1) business day prior to the commencement date of this Lease Agreement. Costs are prorated in the event the Lease Agreement is commenced after the first day of the month. Each month is considered to have thirty (30) days. The rent will be one-thirtieth (1/30th) of the total monthly rent for each day of possession by RESIDENT. If the RESIDENT receives notification via the UC Merced campus Student Billing System regarding unpaid fees assessed to his or her housing account and believes the charges were made in error, the RESIDENT may contest the charges in writing within 30 days of the transaction date. Failure to contest the charges within said time period shall constitute a waiver of any claim the RESIDENT may have. If the RESIDENT receives written

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notification regarding unpaid fees assessed to his or her housing account after the RESIDENT is no longer enrolled at UC Merced and believes the charges were made in error, the RESIDENT may contest the charges in writing within 30 days of notification. Failure to contest the charges within said time period shall constitute a waiver of any claim the RESIDENT may have. Rental rates may be changed at any time provided that written notice is given to the RESIDENT forty-five (45) days in advance.

4. UTILITIES

The UNIVERSITY provides electricity, gas, water, sewage, trash removal, and Comcast wireless internet. The cost for these utilities is included in the rent. RESIDENT agrees to use reasonable means and methods to conserve the use of these utilities. RESIDENT is responsible for contacting and arranging for utility services not provided by the UNIVERSITY (e.g. telephone). RESIDENT is responsible for all telephone repairs associated with the actual telephone and wiring from the phone to the jack. The UNIVERSITY is responsible for maintenance of all existing inside wiring and jacks. Alterations or additions to existing telephone wiring and jacks requires advance, written approval from the UNIVERSITY. RESIDENT shall report all service problems directly to the local phone service provider. RESIDENT may be reimbursed for costs related to repair of existing wiring and jacks upon submission of a receipt /bill from the local phone service provider detailing the work performed and the cost of that work.

5. SECURITY DEPOSIT

RESIDENT will deposit with the UNIVERSITY the sum of one hundred fifty dollars (\$150.00) as a security deposit on or before execution of this lease agreement, to be retained by the UNIVERSITY until RESIDENT'S occupancy terminates. The deposit is then refundable, subject to deductions for the cost of replacing lost or damaged fixtures, the cost of repairing and cleaning the unit and/or furnishings which have been damaged or soiled beyond reasonable wear and tear, for accrued and unpaid rent, and any other reason allowed by law. The UNIVERSITY has sole discretion in determining the amount of damages charged to RESIDENT for repairs and cleaning, provided however, said charges will not exceed actual costs of said repairs and/or cleaning. In the event such costs exceed the amount of the deposit, RESIDENT shall pay such additional amounts as may be required to cover the excess and costs of the collection, including attorney's fees.

6. ELIGIBILITY

Eligibility for Heritage Apartments extends to the following:

- a) a full-time regularly enrolled University of California, Merced (UCI) graduate student (i.e., a student enrolled in a graduate program at UCI taking a minimum 12 units or more);
- b) a full-time regularly enrolled University of California, Merced undergraduate (minimum of 12 units, excluding units/courses taken through University Extension) who:
 1. is legally married or in a legally recognized domestic partnership and occupies the premises with his/her spouse or domestic partner on a full-time basis;
 2. or has minor dependents for whom he/she has legal custody and who resides with him/her on a full-time basis,
 3. or is 25 years of age or older.

Prior to taking possession of the premises, RESIDENTS in any of the following categories must provide supporting documentation. Married RESIDENTS must provide a certified marriage certificate. RESIDENTS in a domestic partnership must provide a State of California Certificate of Domestic Partnership, evidence of domestic partnership or civil union formed in another jurisdiction, or a notarized affidavit of Domestic Partnership that lists and meets the following criteria: a) each individual is the other's sole domestic partner in a long-term, committed relationship with the intention to remain so indefinitely; b) neither individual is legally married, a partner in another domestic partnership, or related by blood to a degree of closeness that would prohibit legal marriage in the State of California; c) each individual is 18 years of age or older and capable of consenting to the relationship; d) the individuals share a common residence; e) the individuals are financially interdependent. RESIDENTS with children must provide a birth certificate or proof of custody/guardianship as well as documentation verifying that the child(ren) reside(s) with the RESIDENT. Eligibility of each

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RESIDENT will be verified each semester. RESIDENTS need not enroll during the Summer Session provided they will be full-time registered UC Merced Students during the following Fall Semester. Advance, written approval must be obtained from the Director of Housing and Residence Life to maintain eligibility for Heritage Apartments while on academic leave or part-time status. RESIDENT is solely responsible for immediately notifying the Director of Housing and Residence Life in writing of any of the above changes in academic or domestic status. RESIDENT may be asked to provide additional personal information at the request of the Director for Housing and Residence Life. **All written requests and documentation can be sent to the Director of Housing and Residence Life via e-mail at hchan42@ucmerced.edu.**

7. LEASE RENEWAL

Renewal of this agreement is at the UNIVERSITY'S sole discretion. Eligibility for renewal is contingent upon evidence of continuing status as a regularly enrolled full-time student for the forthcoming academic year and satisfactory payment history. For all other eligible Residents, space availability will be a factor and priority will be given to Residents with children. No later than 60 days prior to the expiration date of this lease agreement, RESIDENT must submit a written request to renew the lease agreement and verify eligibility for continued residency. Residents approved for lease renewal must execute a new lease agreement no later than the date stipulated by the UNIVERSITY. Failure to execute a new lease agreement shall be deemed evidence of intent not to renew.

8. ASSIGNMENT and SUBLETTING

The right of occupancy granted by this agreement is not transferable by RESIDENT. In the case of single students, RESIDENT shall not permit persons other than those renting from the UNIVERSITY to occupy the apartment. In the case of married, domestic partner, or single parent RESIDENTS, only the immediate family (RESIDENT, domestic partner, children and/or spouse) is permitted to occupy the apartment. If RESIDENT violates this provision, he/she shall be subject to immediate eviction. The RESIDENT is the tenant of record and any spouse, domestic partner, or any other adult living in the premises is a subtenant of the RESIDENT. Eligibility of said spouse, domestic partner, or any other adult to reside in the premises is dependent upon both the eligibility of the RESIDENT and the continued occupancy of the premises by the RESIDENT. Said spouse, domestic partner, or any other adult living in the premises is jointly and severally liable for any and all expenses, charges, damages, etc. In the case of single students, RESIDENT agrees that by signing this agreement and for the sole purpose of facilitating assignments for single student apartments, RESIDENT expressly waives his or her rights under the Family Educational Rights and Privacy Act (FERPA) and allows the limited disclosure of certain of the RESIDENT'S directory information (specifically name, telephone, and e-mail address.). The UNIVERSITY, at its sole discretion, may assign other students to a single student apartment, and may assign or re-assign any students to any apartment. The UNIVERSITY specifically reserves the right to require RESIDENT to move to another apartment at its sole discretion. Such re-assignment may be on a temporary or permanent basis. RESIDENT shall not sublet the premises or assign any of his/her rights pursuant to this Lease Agreement without prior written approval from the Director of Housing and Residence Life, which shall be granted at its sole discretion.

9. LEASE TERMINATION

RESIDENT will be granted a release from this lease agreement in the event of mid-academic year graduation or academic dismissal, provided RESIDENT submits to the UC Merced Housing Office a letter requesting release from the lease agreement along with appropriate documentation from the UNIVERSITY pertaining to the above mentioned graduation or dismissal. Requests for release from this lease agreement for reasons other than those mentioned above are subject to administrative review, are rarely approved and will be considered on a case by case basis. Within seven (7) business days of receipt of said request and documentation, the UNIVERSITY will provide a written response granting or denying RESIDENT'S request. If the request is granted, an assigned date upon which the Lease Agreement will terminate will be included in the response. If the request is granted for release from this Lease Agreement, RESIDENT shall remain liable for the payment of the rent until the UNIVERSITY has assigned the apartment to another resident. This period is not to exceed forty-five (45) days from the lease termination date assigned by the UNIVERSITY. If, for any reason, the apartment is vacated

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before the specified termination date, RESIDENT shall remain liable for the payment of the rent until the

UNIVERSITY has assigned the apartment to another resident, again, for a period not to exceed forty-five (45) days from the assigned lease termination date. If the RESIDENT vacates the apartment for any reason after the specified date of termination, the RESIDENT shall be liable for (1) prorated rent until such time as the RESIDENT vacates the premises; (2) any actual costs incurred by the UNIVERSITY as a result of the failure to vacate after the specified date of termination, including costs for alternate housing, meals, storage, additional moving costs for incoming RESIDENTS, and/or vendor costs for apartment preparation that could not be performed by the staff; and (3) fifty-five dollars (\$55.00) in liquidated damages to cover the UNIVERSITY'S administrative costs resulting from the late move, which costs are agreed upon by RESIDENT as they are extremely difficult or impracticable to ascertain.

If the RESIDENT does not receive written approval by the UNIVERSITY to terminate this lease agreement, regardless of whether the RESIDENT has requested such approval, and the RESIDENT vacates the premises during the term of this lease agreement, the RESIDENT shall remain liable for the payment of the rent until the UNIVERSITY has assigned the apartment to another resident. Withdrawal, graduation, or academic dismissal by the RESIDENT from the UNIVERSITY does not constitute a "written approval" by the UNIVERSITY to terminate this lease agreement; a RESIDENT who plans to withdraw or has withdrawn must request permission from the UNIVERSITY to terminate this lease agreement, and the UNIVERSITY retains the right to determine whether it will grant such approval.

If the RESIDENT has violated the provisions of this Lease Agreement, violated the rules of the UNIVERSITY, including any rules applicable to the apartments, violated the laws of the State of California or the United States, or engages in conduct otherwise detrimental to the welfare of other RESIDENTS or themselves, the UNIVERSITY may serve a three-day notice to perform covenant or quit, to make payment or quit, or to quit, whichever is appropriate. RESIDENT is responsible for the apartment until move-out procedures have been completed (i.e., rent paid in full, apartment vacated and cleaned, move-out walk-through completed, forwarding address given, and key(s) returned to the Heritage Leasing Office). All occupants must have vacated the premises when RESIDENT (Contract Holder) moves out. Personal property left in the apartment after termination of occupancy or cancellation of this Lease Agreement shall be disposed of in accordance with state law. The UNIVERSITY is hereby relieved of any liability for moving, storage, or administrative charges associated with disposal of said personal property left behind after vacating. If the RESIDENT leaves personal property on the premises, after vacating or abandoning apartment, and if it is stored or disposed of by the UNIVERSITY, packing, transportation, storage, and/or disposal charges will be imposed.

10. POSSESSION OF PREMISES

If RESIDENT fails to take possession of the premises, RESIDENT shall remain liable for payment of rent until the UNIVERSITY has assigned the apartment to another resident. This period is not to exceed forty-five (45) days. RESIDENT shall also be charged a fifty-five dollar (\$55.00) fee for the UNIVERSITY'S administrative costs resulting from the RESIDENT not taking possession of the apartment. This amount is accepted as the amount of liquidated damages caused by such circumstances as it is impracticable and difficult to determine such costs. The rental fee and the fifty-five dollar (\$55.00) administrative fee shall be imposed if RESIDENT fails to take possession of the apartment within seven (7) days of the assigned move-in date. In the event the UNIVERSITY is unable to deliver possession of the premises to RESIDENT at commencement of the term of this Lease Agreement for any reason not within the control of the UNIVERSITY, including but not limited to failure of prior occupants to vacate as agreed or required by law, or partial or complete destruction of the premises, UNIVERSITY shall not be liable to RESIDENT, except for the return of all sums previously paid by RESIDENT, in the event RESIDENT chooses to terminate this agreement because of UNIVERSITY'S inability to deliver possession. Otherwise, RESIDENT'S obligation to pay rent, therefore, shall commence upon UNIVERSITY'S delivery of possession.

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11. USE OF PREMISES

RESIDENT understands and agrees that activities of a business or commercial nature are not permitted on or in the rented premises without prior written permission from the UNIVERSITY. This includes but is not limited to e-commerce, investment ventures, real estate sales or brokerage, child care, animal care or any venture involving transfer of money or product in exchange for services. Representatives of products such as cosmetics, books, household supplies, etc. may not engage in any solicitation within on-campus housing nor can the premises be used in any unlawful manner.

12. CONDITION OF PREMISES

RESIDENT agrees to inspect the premises, note its condition on the move-in checklist, and return it to the UC Merced Housing Office within five (5) business days after assuming possession of the apartment. In the event the move-in checklist is not received, the UNIVERSITY shall assume the premises are in good, safe, and clean condition. RESIDENT agrees to keep the premises in clean and safe condition throughout the term of residency and upon termination of tenancy, return the premises, including any UNIVERSITY furnishings, to a condition identical to that which existed when RESIDENT took occupancy or when the UNIVERSITY made subsequent improvements, except for ordinary wear and tear.

13. CARE OF PREMISES

RESIDENT agrees to immediately notify the UC Merced Housing Office of any defects, dangerous conditions, or water intrusions in and about the premises of which he/she has become aware and cooperate with the UNIVERSITY in the maintenance of all Heritage Apartment Complexes buildings and grounds. RESIDENT will be billed for repairs that are a direct result of RESIDENT'S failure to report conditions of which the RESIDENT was aware or reasonably should have been aware. Repairs, painting, or other alterations to UNIVERSITY facilities or grounds shall be made by UNIVERSITY personnel and its authorized agents only. RESIDENT shall not make or attempt to make such repairs or alterations without prior written approval from the Palo Verde Housing Office. RESIDENT will be billed for any costs related to returning the apartment unit to its original move-in condition. Apartment interiors, emergency stairwell areas, and entry ways are inspected regularly to assess the condition and safety of the premises, perform preventative maintenance, and make repairs. RESIDENT will be billed for loss, soiling, and damage beyond reasonable wear and tear. RESIDENT agrees to cooperate with the UNIVERSITY in its efforts to maintain a pest-controlled environment.

14. INJURY, LOSS, AND DAMAGE

The UNIVERSITY shall not be responsible for any loss, property damage, injury, or death suffered on the rented premises by RESIDENT, a member of RESIDENT'S family or any other person except those resulting from deliberate acts or gross negligence of the UNIVERSITY. RESIDENT will hold the UNIVERSITY harmless for loss, property damage, personal injury, or death not resulting from the deliberate acts or gross negligence of the UNIVERSITY. RESIDENT will indemnify the UNIVERSITY for loss, property damage, personal injury, or death resulting from the deliberate acts or negligence of the RESIDENT, RESIDENT's guest, or a member of RESIDENT's family. RESIDENT accepts the responsibility for any loss, damage, or theft of personal property belonging to RESIDENT on the premises, as well as for damages to the structure, fixtures, and furnishings of the premises that may result from an act or omission of the RESIDENT, members of RESIDENT'S family, or guests. RESIDENTS are strongly encouraged to obtain insurance coverage.

15. SAFETY

RESIDENT is responsible for keeping the common and exterior areas of the apartments in a clean and orderly condition for the health, safety, and benefit of all residents. RESIDENT may not store items in common areas. Particular attention should be given to the prevention of fire hazards and conditions potentially harmful to small children. State safety regulations prohibit the storage of flammable, explosive, toxic, or otherwise hazardous materials in apartments or garages, stairwells, emergency stairwells, and common areas.

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16. FIRE SAFETY EQUIPMENT

Per federal, state, county, local, and UNIVERSITY ordinances, it is illegal to tamper with (attempt to shut off, reset, remove, disable, etc.) any fire safety equipment, including smoke detectors, fire hoses or extinguishers, sprinkler system equipment, and/or alarm pull stations. Such tampering may result in legal action and/or eviction. False reporting of emergencies (i.e., pulling fire alarm pull station when there is no presence of smoke or fire) is a violation of the Lease Agreement, and RESIDENT is subject to eviction. To ensure that all safety precautions are met, the UNIVERSITY'S department of Environmental Health and Safety (EH&S) will conduct fire safety inspections at least once a year. Fire safety equipment in apartments with automatic sprinklers may be inspected quarterly. EH&S will conduct two fire drills annually—one at night and one during the day. Failure to evacuate whenever an alarm sounds or failure to cooperate with authorized UNIVERSITY personnel or public officials is subject to issuance of a civil citation and/or administrative disciplinary action.

17. NOTICE REGARDING CIVIL CODE RELATED TO SEX OFFENDERS

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.

18. RIGHT TO ENTRY

On not less than twenty four (24) hours' advance written notice, or as otherwise required by law, RESIDENT must make the premises available, at a time acceptable to RESIDENT during normal business hours (defined for the purposes of this lease as 8:00 a.m. to 6:00 p.m., Monday through Saturday) for entry by UNIVERSITY or UNIVERSITY'S agent for the purposes of: making necessary or agreed upon repairs, decorations, alterations, or improvements; supplying necessary or agreed upon services; showing the premises to prospective or actual purchasers, mortgagees, residents, workers, or contractors, or to make an inspection pursuant to CC §1950.5(f); or conducting any activity required or permitted by court order. In the event of an emergency or if RESIDENT is present and consents to entry at the time of entry, or after RESIDENT has abandoned or surrendered the premises, UNIVERSITY or UNIVERSITY'S agent may enter the premises without giving RESIDENT prior notice. RESIDENT shall not install, alter, or re-key any locks to the premises, make copies of keys, or install any burglar alarm system.

19. PETS

Animals needed to provide assistance to persons with disabilities are not deemed pets and are permitted. Accommodation of a RESIDENT'S need for an assistance animal is contingent upon written verification from the UC Merced Disability Services Center and subsequent written approval from UC Merced Student Housing prior to bringing the animal onto the premises. Cats that are registered and cared for in accordance with the UC Merced Housing pet policy are permitted. A \$50 pet deposit is required. Small caged animals (e.g., guinea pigs, fish, and small birds) may be permitted at the UNIVERSITY'S sole discretion only upon written approval from the UC Merced Housing Office. No other animals are permitted.

20. WEAPONS

RESIDENT agrees to comply with the UNIVERSITY policy which states that firearms (including air guns, BB guns, paint ball guns, etc.) are not permitted on the premises or any other UNIVERSITY grounds, and acknowledges that possession of firearms on such property is expressly prohibited by California Penal Code section 626.9. RESIDENT also agrees not to keep other weapons (e.g., bow and arrow, sling shot, swords), explosives and toxic substances on the premises.

21. FURNISHINGS

Written permission from the UC Merced Housing Office must be obtained before pianos, organs, water-filled furnishings, satellite dishes, or air conditioners are moved into or installed on the premises. RESIDENTS may

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not install own refrigerator, dishwasher, clothes washer, or clothes dryer.

22. VEHICLES

The operation of motor vehicles on UNIVERSITY property is subject to all applicable state and local laws, as well as UNIVERSITY and Heritage Property Management regulations. Motor vehicles may be operated only on public roadways; driving or parking on the fire access roads is prohibited. All gas operated vehicles such as motorcycles or mopeds are prohibited from being stored inside the apartment, storage area, stairwells, hallways, or on the patio deck area; they may be parked in the parking lots in spaces marked "Motorcycles Only" in accordance with UC Merced and Heritage Property Management Parking Policies. Bicycles on UNIVERSITY property are subject to the same regulations as motor vehicles and should only be parked in designated bicycle racks. Violations of UNIVERSITY or Heritage Property Management parking policies may result in the vehicle being impounded or cited and the owner subject to fines and any required storage or licensing fees.

23. SMOKING

Smoking (including electronic cigarettes) and tobacco products are prohibited on the UCM campus including all student residential communities. RESIDENTS and their guests are not permitted to smoke or use tobacco products within individual apartment units, in common areas, and throughout the grounds. This includes all hallways, lobbies, garages, parking lots, walkways, and all exterior grounds. In Student Housing, this policy will be enforced as would any other infraction of lease or community policy wherein non-compliance may ultimately result in termination of tenancy.

24. CHANGES IN TERMS

The terms of this lease agreement may be amended by the UNIVERSITY for any reason, provided that written notice of such amendment is given to the RESIDENT forty-five (45) days in advance.

25. WAIVER

Any waiver or non-enforcement by the UNIVERSITY of any term or condition of this lease agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this contract. Acceptance by the UNIVERSITY of any rental payment after RESIDENT'S breach of this lease agreement shall not be deemed a waiver of such provision or any prior or subsequent provision, other than the RESIDENT'S failure to make timely payment of the rental fee so accepted, whether or not the UNIVERSITY knew of the prior breach at the time such rent was accepted.

26. PRIVACY NOTIFICATION

The State of California Information Practices Act of 1977 requires the UNIVERSITY to provide the following information to individuals who are asked to supply information about themselves. The purpose for requesting the information is to process your on-campus housing contract. Housing Administrative Services maintains the information. Information will be transmitted to state and federal governments for inspection if required by law. Individuals have the right to access this record as it pertains to themselves.

27. NONDISCRIMINATION STATEMENT

The University of California, in accordance with applicable Federal and State law and University policy, does not discriminate on the basis of race, color, national origin, religion, sex, disability, age, medical condition (cancer-related), ancestry, marital status, citizenship, sexual orientation, or status as a Vietnam-era veteran or special disabled veteran. The University also prohibits sexual harassment. This nondiscrimination policy covers admission, access, and treatment in University programs and activities.

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EXHIBIT A
HERITAGE PROPERTY MANAGEMENT - TERMS AND CONDITIONS

1. **CRIMINAL ACTIVITIES.** RESIDENT nor any family, guests, invitees, affiliates, nor agents of RESIDENT 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. RESIDENT is responsible for protecting his or her person, property, family, guests, invitees, affiliates, agents, and pets from acts of crime at Complexes
 - b. RESIDENT 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. RESIDENT 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 RESIDENT is aware that there is damage to any apartment by fire, water, or other hazard, or in the event that RESIDENT is aware of malfunction of equipment or utilities, RESIDENT agrees to immediately notify UNIVERSITY and Heritage Property Management.
4. **MOLD/MILDEW.** RESIDENT 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. RESIDENT agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. RESIDENT 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.

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5. **OWNER/MANAGER LIABILITY.** RESIDENT acknowledges that Heritage Property Management and its agents will not be liable for personal injury or damage or loss of RESIDENT'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. RESIDENT acknowledges that Heritage Property Management and its agents will not be liable to RESIDENT due to interruption or curtailment of heat, hot water, air conditioning, or any other service furnished to RESIDENT, except as provided by law or as such service is required to be provided pursuant to the Master Lease.
6. **DISPOSAL OF PROPERTY.** RESIDENT 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, RESIDENT's property will be considered abandoned and Heritage Property Management will dispose of it and bill RESIDENT in accordance with applicable law.
7. **RULES AND REGULATIONS.** RESIDENT 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.** RESIDENT agrees to obey all laws and ordinances applicable to the Complexes and agrees that RESIDENT 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 RESIDENT 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. RESIDENT may at no time store trash at entryways or near the Buildings. RESIDENT may not store recyclables in closets as these host and breed pests.
10. **PATIOS/BALCONIES.** RESIDENT may at no time use patios/balconies for storage. Further, RESIDENT may not hang laundry on clotheslines or over the ledges, as this creates damage to the building and is unsightly. No barbecuing is permitted.
11. **WINDOWS.** RESIDENT's are responsible for cleaning interior windows. RESIDENT's 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.

University of California, Merced
Graduate & Family Housing - Heritage Apartment Complexes
2018-19 Lease Agreement – Terms and Conditions

12. **SMOKING, UNLAWFUL CONDUCT, AND WASTE; STUDENT’S OBLIGATION TO REFRAIN FROM DISTURBANCE.** RESIDENT may not disturb, annoy, endanger, or interfere with other tenants of the Buildings or occupants of neighboring Buildings. RESIDENT 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. RESIDENT 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. RESIDENT 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)”. RESIDENT 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 RESIDENT 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, RESIDENT shall allow Heritage Property Management access to the Apartments for that purpose. RESIDENT 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.
15. **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 RESIDENT before the time of service in accordance with California law 2645563.