

2009-2010 TRI-COOPERATIVES LEASE TERMS AND CONDITIONS

Tri-Cooperatives Collective Community, Davis, CA

1. **SCOPE.** These Terms and Conditions are, by reference, incorporated into the Lease document for the Tri-Cooperative Collective Community Lease Agreement, consisting of Parts I and II, hereinafter referred to as "the Lease". These terms and conditions apply to the specific property described and for the term specified in Part I of the Lease.
2. **RENT AND LATE CHARGES:** Monthly rental payments are due from each Cooperative on the 1st (first) business day of each month (with the exception of August) without demand or billing, at the Cashier's Office, Dutton Hall. Payment may also be mailed to Cashiers Office, University of California, PO Box 989062, West Sacramento, CA 95798-9062. A late charge as specified in Part I of the Lease will be assessed in each month that the rent remains unpaid after the 10th (tenth) day of the month. The rent due hereunder shall be payable to The Regents of the University of California.

In each Cooperative it is recognized that the total number of RESIDENTS may vary from month to month. The TENANT agrees to pay his or her prorated share of the total monthly rent (and any late charges) as specified in Part I of the Lease, based on the total number of RESIDENTS. The TENANT understands and agrees that he or she has joint responsibility with all the RESIDENTS either to fill any vacancies that occur or to pay the fractional increase in rent created by unfilled vacancies. The TENANT has joint and several liability for the total amount of the rent due for the premises.

3. **USE:** The premises are to be used exclusively for residential purposes.
4. **DESTRUCTION:** If through elements, acts of God, or other causes beyond control of the TENANT, the premises are rendered uninhabitable, this lease shall terminate automatically and a prorated refund of unused rent shall be made to the TENANT.
5. **UTILITIES AND SERVICES:** University shall pay for all utilities and services, except telephone, from the rents paid by Community members.
6. **ELIGIBILITY:** *A Resident must be a registered full-time student at the University of California, Davis, during fall, winter, and spring quarters/semesters to be and remain eligible to reside in the premises rented herein.*
7. **QUIET POSSESSION:** Due to the fact that all RESIDENTS are students, a quiet place to study is essential. The TENANT shall not commit or suffer to be committed upon the leased premises any waste or any nuisance or other act which may disturb the quiet enjoyment of any neighbors or other RESIDENTS.
8. **OCCUPANCY:** Only full-time registered students of the University of California, Davis, may reside in the premises. Children, married couples or domestic partners are not permitted. Filing fee status and Planned Educational Leave (PELP) are defined as unregistered student status. Following at least one quarter/semester of occupancy, the TENANT is permitted to reside in the premises for one quarter/semester while on filing fee status or PELP. The TENANT shall vacate the space within one quarter and/or summer of graduating.
9. **LEASE RENEWAL:** Leases are terminated each year as the end of the lease period as specified in Part I of the Lease. Any lease renewal will be at the University's sole discretion. To be eligible to lease again, the TENANT must have complied with all terms and regulations of the current lease agreement and exercised their option to renew by the deadlines communicated to the TENANT as specified in section 14 (Notices and Agents of the University).
10. **TERMINATION AND NOTICE.** This contract may be terminated by the University in the following events:
 - Upon 42 days written notice without cause.
 - Upon written request received by the Housing Office at least 42 days in advance, if the TENANT graduates, transfers to another campus, is dismissed, is a participant in the Planned Educational Leave Program, or withdraws from the University;
 - Upon written request received by the Housing Office if the TENANT presents proof of marriage or civil union occurring during the term of this contract;
 - A breach of this contract or violation of University or On-Campus Housing Regulations by the TENANT; or
 - Any other circumstances which both the University and the TENANT agree to constitute an emergency.

11. **ASSIGNMENT AND SUB-LEASE:** Prior written consent of the Student Housing Office is required in order to transfer occupancy conferred upon the TENANT to another resident. With such approval, the TENANT may, in any calendar year, sublet his/her space to an eligible student for one academic quarter and/or for the summer vacation period between spring and fall quarters. During any such period, original TENANT's responsibilities under this agreement for the payment of rent, maintenance of premises in good condition, etc., shall remain in full force and effect.
12. **NONWAIVER.** It is agreed that any waiver or non-enforcement by the University of any term or condition of this lease shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this lease. Acceptance by the University of any Rental Payment shall not be deemed a waiver of any provision or breach other than the TENANT's failure to make timely payment of the rental installment so accepted.
13. **COMPLIANCE WITH UNIVERSITY REGULATIONS, FEDERAL, STATE AND LOCAL LAWS.** The TENANT agrees to comply with University regulations regarding student conduct and applicable federal, state and local laws.
14. **NOTICES AND AGENTS OF THE UNIVERSITY.** Any notices to the University hereunder shall be in writing and delivered to the Agent of the University, as specified in Part II of the Lease. Any notice to the TENANT shall be in writing and may be delivered to the TENANT via the TENANT's University email account, personally or in any manner allowed by law. Further, the TENANT agrees that the cooperative's liaison will be the University's contact point with the living group. Notice served on the Liaison shall be deemed as notice served individually on each Resident except that any notice to terminate this lease or to change the rental rate shall be served on the TENANT.
15. **MISREPRESENTATION.** The TENANT agrees that any false statement made on the application filed in connection with this lease and/or on this lease may result in termination of this lease, at the sole option of the University.
16. **CERTIFICATION.** The TENANT certifies that the application filed in connection with this lease and the statements made by the TENANT appearing herein are true and correct. The TENANT understands and agrees that the terms and conditions herein set forth constitute a contract between the Regents of the University of California and the TENANT. The TENANT has read, understands and agrees to be bound by all the terms, conditions, and agreements contained in this lease and acknowledges that any portion hereof about which there was any question was brought to the attention of University officials who explained such portions to the satisfaction of the TENANT.
17. **SURRENDER OF POSSESSION:** Upon termination of this lease, the TENANT shall surrender the premises in the same condition as received, except for reasonable wear and tear. All keys and forwarding address shall be given to the Segundo Area Office or designee.
18. **CARE OF PREMISES:** The TENANT agrees not to paint, scratch, puncture, nor otherwise mar the exterior surfaces of the Cooperative house; to keep range and refrigerator clean and the freezing compartment regularly defrosted; to leave the Cooperative and its fixtures and appliances clean for the next resident. The TENANT will not remove University-owned appliances from a Cooperative house or place University-owned appliances out-of-doors; and to make no changes to the interior structures without Community and University approval.
19. **PRIOR AGREEMENTS, AMENDMENTS:** This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements respecting such subject matter. No waiver, modification, or addition to this agreement shall be binding unless expressed in writing and signed by both parties.
20. **TRI-COOPERATIVE HOUSING CONSTITUTION:** The Tri-Cooperative Housing Constitution is hereby incorporated as though fully set forth herein as are the Tri-Cooperative Housing Constitution and Regulations (hereinafter called collectively "Constitution"). The TENANT understands and agrees to abide by said Constitution Regulations and any additional Regulations which may be adopted by the University from time to time. University agrees to provide a copy of any such additional Regulations to the Liaison as designated herein. In the event of conflict between the terms of this lease and any Regulations which are now in effect or which are established during the term of this lease, the lease provisions shall control. RESIDENTS must recognize their responsibility as community members with respect to upholding community regulations and involvement as specified in the Constitution. The TENANT agrees to abide by any regulations affecting the operation of the Tri-Cooperatives Community which are adopted by the Community and approved by the University, which are incorporated herein by reference.
21. **SEX OFFENDER INFORMATION.** As required by state law, the following notice is provided:

Registered Sex Offenders Notice. "Notice: Pursuant to Section 290.46 of the Penal Code, information about specified register 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.