

2009-2010 REGULATIONS FOR DOME LEASE
Baggins End Collective, University of California, Davis

1. **SCOPE.** These regulations are, by reference, incorporated into the Lease document for the Baggins End Collective consisting of Parts I and II, hereinafter referred to as "the Lease". These regulations apply to the specific property described and for the term specified in Part I of the Lease.
2. **HOUSING POLICY PROHIBITS:**
 - a. Use or possession of any alcoholic beverages on the grounds, except as specifically outlined in campus regulations. (Request issuance of campus alcohol permit to serve alcohol in public areas).
 - b. Fireworks, explosives, candles, or flammable materials in the Domes. For permit to use fire pit, see Handbook for details.
 - c. Tampering with fire detection equipment or extinguishers.
 - d. Firearms in the Domes. Campus rules prohibit the possession of firearms by any person on University grounds, except with permission of campus authorities. California law makes it a crime for any person to bring or possess firearms on the grounds of the University without permission. (See California Penal Section 626.9). Permit applications and storage facilities for firearms are available at the Campus Police Department.
3. **PETS.** Pets are not permitted except by specific exception requested in writing and approved by the University representative. See Handbook for exception process.
4. **LIAISONS.** The purpose of the Liaisons will be to:
 - a. Act as representative(s) for the Baggins End Community to Student Housing
 - b. Serve as contact point for new applicants for residency
 - c. Serve as conduit for any and all business pertaining to the maintenance and operation of Baggins End and fulfillment of terms and conditions of this lease.
 - d. Resident Liaisons must have been in residence at least one quarter and be available to meet bi-monthly with the Student Housing Office designee.
 - e. It is the Resident's responsibility to participate in selecting and maintaining two Liaisons on a year-round basis, and to be accessible and in regular communication with Liaisons.
 - f. Changes in policies and operating procedures initiated by the Community or Student Housing should be discussed with Liaisons in advance by both parties whenever feasible. However, it is understood that the Director of Student Housing, or his/her designee, has final authority in decision-making on all regulations and as specified in Paragraph 22, Conditions of Baggins End Lease Agreement.
 - g. Liaisons will be asked to take part in an orientation each lease year to review expectations
5. **REPAIRS AND MAINTENANCE.** Student Housing partners with the Baggins End Collective community to maintain the physical improvements and grounds in such a way as to recognize the innovative manner in which this community developed. The low rents, personalized environment, and special surroundings are possible largely because community members do most of the maintenance of the structures and grounds care. The Resident agrees to keep the premises in good repair and habitable condition, free of trash and other nuisances, and to exercise care in his or her use of the premises. Repairs requiring skills and knowledge beyond that possessed by the Resident or other community members shall be referred through the Liaisons to Student Housing for action. The University will maintain the exterior and interior (fire retardant) surfaces, plumbing and fixtures, the heating and electrical equipment, the range and refrigerator. Exceptions to the University's responsibilities for maintaining the improvements may be granted with permission to meet the goal of providing the Resident an opportunity to experiment with new and unusual methods of solving various facility issues. The Resident agrees: to maintain the tar seal around the window frames, the door frame, pipes, and other intrusions into the exterior surface; to keep the weep holes in all window frames open to allow drainage; to maintain a good weatherproof surface on the door frame, and keep the screen door in good working order; to repair all leaks promptly or seek assistance if unsuccessful; and to take steps to control the growth of mold and mildew by keeping the premises clean and well-ventilated, particularly when showering, bathing, or washing dishes or clothes. The Resident is required to notify the University promptly about the existence of water leakage, overflow in or about the premises and visible mold or mildew. Exterior painting of Domes must be done in the same color as currently exists unless Student Housing approves in writing otherwise; painting of interior of Dome and front door is at the discretion of the community.
6. **ENTRY OF PREMISES BY UNIVERSITY:** University may enter at reasonable times to inspect the premises or as otherwise allowed by law, to perform necessary maintenance, and to make necessary repairs, alterations or additions to the premises, either with the consent of the Liaison or any Resident or after having given 24 hours' notice. In the event of an emergency or when it is impractical to give notice, University may enter the premises at any time without consent or notice.
7. **PREMISE INSPECTION:** University shall, from time to time, conduct inspections of the grounds, buildings, furnishing, decorations, etc. in order to ensure compliance with relevant provisions of UC Davis relating to reasonable standards of maintenance and repairs, including compliance with applicable health and safety requirements. The cost of such an inspection shall be borne by the Baggins Ends Collective budget. Further, major renovations to dwellings, or construction of new dwellings or other buildings will require university oversight, not limited to that by Student Housing, Operations and Maintenance, Architects and Engineers, Fire and other related offices.
8. **LIABILITY:** The University shall have no liability for loss of or damage to property or injury to or death of persons, including the Resident, occurring in or on the leased premises except when such loss, damage, injury or death results from the negligence or willful misconduct of the University or its employees when acting in the course of their employment. The Resident shall be liable for any loss, damage, injury or death occurring in or on the leased premises as a result of the Resident's actions or failure to act.
9. **GROUNDS MAINTENANCE:** The Resident will share responsibility with UC Davis Grounds Services as outlined by Student Housing.
10. **TRANSFER to another Dome.** The Resident may request a Dome transfer that will be granted at the discretion of one Baggins End liaison. Transfers may be requested at any time, and requests with the date and Dome number of where the Resident is transferring to make in writing to Student Housing.
11. **SMOKING.** The University's policy on smoking specifically protects the rights of the non-smoker. Therefore, the Resident understands and agrees that smoking is not allowed inside of the house.

12. **UNIVERSITY-OWNED APPLIANCES.** The Resident will not remove University-owned appliances from a Baggins End or place University-owned appliances out-of-doors.
13. **LOCKS AND KEYS.** The Resident will not change or add any locks nor duplicate any University keys without the prior written consent of the University. All keys to University locks are to be returned at the time of vacating said Dome. The cost of any keys not returned, as well as the costs of any subsequent lock change(s) will be paid by the Resident. The cost of any additional keys, replacement keys, or lock change requested by the Resident within the period of occupancy will be paid by the Resident within ten (10) days after notification of charges. The Resident agrees that the mailbox key lock change fee is set by the US Postal Service and is subject to increases throughout the entire lease period. Each Resident is provided with an entry door key and each Dome with an Orchard Park laundry room key. Should either be lost, the Resident agrees to pay a **\$50.00** charge to cover replacement; if a lock change is deemed appropriate by the University, a lock change charge will be assessed the Resident.
14. **MAILBOXES.** The Resident agrees that mailboxes are the property of the University and are to be used only to receive mail for the Resident and occupants listed on the current lease agreement. The Resident further agrees that if a mailbox key is misplaced or lost and a lock change is made only University employees are authorized to pick up new mailbox keys at the US Post Office.
15. **GUESTS.** The Resident assumes full responsibility for the actions and/or behaviors of any guests must abide by all University regulations and lease terms. Violations of lease terms and/or University regulations by guests may result in the permanent removal of said guest or the termination of the lease.
16. **MOTOR VEHICLES AND PARKING.** The operation of motor vehicles on University property is subject to all applicable state and local laws as well as University regulations. The Resident agrees to abide by the regulations for parking on campus and to be responsible for her/his visitors observing the parking regulations. Motor or automobile major overhaul may not be performed in or around the Baggins End facilities. No disabled vehicle may be parked on campus for more than one week without the prior written consent of the University.
17. **REFUSE/RECYCLING.** All garbage and trash will be placed inside furnished waste containers and lids of containers will be firmly closed after each use. The containers are only for normal household trash. Recycling containers are also available at or near the dumpster locations. Collective Resident's should consult with Student Housing prior to removal of furniture discards, hazardous materials, bulky packing materials and containers and other non-routine debris to ensure they are properly disposed of by the Resident.
18. **NOTICES.** Notices may be posted only on designated bulletin boards or door clips subject to University approval.
19. **NOISE AND DISTURBANCE.** The Resident will keep noise or interference from all instruments, radios, televisions, or stereos at a level so as not to disturb nearby Residential units, and will not permit any disturbance, noise or other activity detrimental to the premises or to the comfort of other Resident's. The Resident assumes full responsibility for the actions of all guests, including their compliance with the terms of the lease, and these *Conditions and Regulations*.
20. **MOLD.** Mold occurs naturally in the environment and there currently exists no federal or state standards for permissible levels of mold. The Resident is required to take steps to control the growth of mold and mildew by keeping the premises clean and well ventilated, particularly when showering, bathing, or washing dishes or clothes. The Resident is required to notify the University promptly about the existence of water leakage, overflow in or about the premises and visible mold or mildew.
21. **ABANDONMENT, TERMINATION AND REMEDY IN DAMAGES.** If the Resident breaches this lease and abandons a space without giving proper notice, or if the right to possession is terminated by the University because of the Resident's breach of this lease, this lease terminates. Upon such termination, the University may recover such damages as may be provided by law.
22. **VACATING PROCEDURE.** The Student Housing Office reserves the right to withhold any refund due to the Resident to recover outstanding Housing or University debts incurred by the Resident, and to release any Student Housing credit balance to cover other outstanding housing University charges. Upon termination of the lease, the Resident agrees to surrender the premises to the University and to remove all property of the Resident. Any property left in the Baggins End after termination will be deemed abandoned, and the University may take possession of and dispose of such property in any manner it deems appropriate in accordance with University regulations and applicable law, without any liability to the University whatsoever. Notwithstanding any of the other provisions of these *Conditions and Regulations*, the Resident understands and agrees that the Resident remains responsible for the demised premises, all fixtures and furniture situated therein, until all keys are returned to the Orchard Park Office in the complex and notice is given that the apartment has been vacated.
23. **FAILURE TO VACATE.** The Resident understands and agrees that the University may rent the space to new occupants effective the day following the termination of the Resident's Lease and that said new occupants may be scheduled to move into the space on that day. If the Resident does not vacate the space on the date of termination of this Lease, the Resident shall be liable for the rental value of the space in addition to any and all other damages allowed by law, including, but not limited to, any administrative costs incurred by the University and the costs incurred in providing alternate or temporary housing for the new occupants.
24. **COMMERCIAL ENTERPRISE.** Activities of a business or commercial nature are not permitted on University property without the prior written permission of the University.
25. **AMENDMENTS.** These rules and regulations are subject to revision from time to time by the University upon forty-two (42) days written notice mailed or delivered to the Resident.
26. **TAXES AND LIENS.** The Resident will pay any taxes levied against the Resident's possessory interest by a governmental entity. The Resident will not cause liens of any kind to be placed against the property.