

2009-2010 BAGGINS END LEASE TERMS AND CONDITIONS
Baggins End Collective Community, University of California, Davis

1. **SCOPE:** These Terms and Conditions are, by reference, incorporated into the Lease document for the Baggins End Collective Community 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.** The RESIDENT shall pay the University monthly rent in the amount specified in Part I of the Lease. The first payment shall be made at the time this lease is signed and shall apply to the first full month of the lease term. The RESIDENT shall pay the rent in advance on the 1st business day of each month, without demand or billing, at the Cashier's Office, Dutton Hall. Payment may also be mailed to Cashier's Office, University of California, PO Box 989062, West Sacramento, CA 95798-9062. For periods of occupancy less than one calendar month's duration, the rent shall be prorated for each day of occupancy. Should the RESIDENT fail to pay his or her rent by the 10th of any month, the RESIDENT agrees to this information being made available to the Liaisons of the Baggins End Community. Statements generated from the UCD Student Aid Accounting Office will include housing charges. These are statements only. A late charge in the amount specified in Part I of the Lease will be assessed each month that the rent remains unpaid after the 10th day of the month, unless the RESIDENT has obtained a deferment in advance from the Student Housing Accounts Office. Postmark dates are not accepted in determining receipt of payment. Failure to pay rent may result in action being taken, including a hold on financial aid awards, and future registration and/or transcripts. Failure to pay rent may result in termination of the right of occupancy. Should an increase in operating cost dictate, the rent may be raised by 5% during the term of this lease with 42 days prior notice to the RESIDENT.
3. **FAILURE TO PAY RENT OR PERFORM COVENANT.** If the RESIDENT shall fail to pay rent or perform any other covenant of this lease, The University may, in addition to any other rights or remedies it may have, serve notice to quit or to pay rent or perform covenant or quit. If the RESIDENT fails to quit or pay rent or perform covenant within three days, University may commence unlawful detainer proceedings.
4. **USE:** The premises are to be used exclusively for residential purposes.
5. **DEPOSIT.** The RESIDENT (if not renewing a lease) agrees to pay to the University a deposit as specified in Part I of the Lease upon acceptance of this lease. This deposit shall be held as a security deposit and shall be refunded upon termination, expiration or cancellation of this lease after making deductions for rent owed, late fees owed, and any amounts necessary to cover costs associated with lock changes or loss caused by the RESIDENT. In the event such cost for loss or damage exceed the amount of the deposit, the RESIDENT shall pay such additional amounts as may be required to cover the excess costs, together with any reasonable costs of collection.
6. **DESTRUCTION:** If through elements, acts of God, or other causes beyond control of the RESIDENT, the premises are rendered uninhabitable, this lease shall terminate automatically and a prorated refund of unused rent shall be made to the RESIDENT.
7. **UTILITIES AND SERVICES:** University shall pay for all utilities and services, except telephone, from the rents paid by Community members.
8. **ELIGIBILITY:** The RESIDENT agrees that the right to occupy the space granted as a result of this lease is conditioned upon maintenance by the RESIDENT eligible UC Davis student of registered status at the University of California, Davis, during fall, winter and spring quarters/semesters.
9. **QUIET POSSESSION:** Due to the fact that all RESIDENT are students, a quiet place to study is essential. The RESIDENT 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 RESIDENT.
10. **OCCUPANCY:** Only full-time registered students of the University of California, Davis, may reside in the premises. Children are not permitted. Two occupants, and no more than two, shall reside in every Dome unit. Filing fee status and Planned Educational Leave (PELP) are defined as unregistered student status. Following at least one quarter/semester of occupancy, the RESIDENT is permitted to reside in the premises for one quarter/semester while on filing fee status or PELP. The RESIDENT shall vacate the space within one quarter and/or summer of graduating. The RESIDENT shall vacate the space by the end of the quarter subsequent to graduation.
11. **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 RESIDENT 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 RESIDENT as specified in section 15 (Notices and Agents of the University).
12. **TERMINATION AND NOTICE.** This contract may be terminated by the University Student Housing Office on the date of termination of occupancy, in the following events:
 - a. Upon 42 days written notice without cause.
 - b. Upon written request received by the Housing Office at least 42 days in advance, if the RESIDENT graduates, transfers to another campus, is dismissed, is a participant in the Planned Educational Leave Program, or withdraws from the University;

- c. Upon written request received by the Housing Office if the RESIDENT presents proof of marriage or civil union occurring during the term of this contract;
 - d. A breach of this contract or violation of University or On-Campus Housing Regulations by the RESIDENT; or
 - e. Any other circumstances which both the University and the RESIDENT agree to constitute an emergency.
14. **ASSIGNMENT AND SUB-LEASE:** Prior written consent of the Student Housing Office is required in order to transfer occupancy conferred upon the RESIDENT to another student. With such approval, the RESIDENT 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 RESIDENT's responsibilities under this agreement for the payment of rent, maintenance of premises in good condition, etc., shall remain in full force and effect.
 15. **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 RESIDENT's failure to make timely payment of the rental installment so accepted.
 16. **COMPLIANCE WITH UNIVERSITY REGULATIONS, FEDERAL, STATE AND LOCAL LAWS.** The RESIDENT agrees to comply with University regulations regarding student conduct and applicable federal, state and local laws
 17. **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 RESIDENT shall be in writing and may be delivered to the RESIDENT via the RESIDENT's University email account, personally or in any manner allowed by law.
 18. **MISREPRESENTATION.** The RESIDENT agrees that any false statement or misrepresentation 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.
 19. **CERTIFICATION.** The RESIDENT certifies that the application filed in connection with this lease and the statements made by the RESIDENT appearing herein are true and correct. The RESIDENT understands and agrees that the terms and conditions herein set forth constitute a contract between the Regents of the University of California and the RESIDENT. The RESIDENT 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 RESIDENT.
 20. **SURRENDER OF POSSESSION:** Upon termination of this lease, the RESIDENT 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 Orchard Park office staff.
 21. **CARE OF PREMISES:** The RESIDENT agrees not to paint, scratch, puncture, nor otherwise mar the exterior surfaces of the Dome; to keep range and refrigerator clean and the freezing compartment regularly defrosted; to leave the Baggins End and its fixtures and appliances clean for the next resident. The RESIDENT will not remove University-owned appliances from a Baggins End or place University-owned appliances out-of-doors; and to make no changes to the interior structures without Community and University approval.
 22. **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.
 23. **BAGGINS END HOUSING REGULATIONS:** The document entitled "Baggins End Community Rules" hereinafter referred to a "Regulations" and referenced in Part I of the Lease is incorporated as though fully set forth herein are the Baggins End Housing Terms and Conditions. The RESIDENT understands and agrees to abide by said Regulations and any additional reasonable 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. RESIDENT must recognize his/her responsibility as community members with respect to upholding community regulations and involvement. The RESIDENT agrees to abide by any regulations affecting the operation of the Baggins Ends Community which are adopted by the Community and approved by the University, which are incorporated herein by reference.
 24. **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.