

2009-2010 TERMS AND CONDITIONS FOR PARK LEASES
The Parks (Orchard and Solano) Apartments, University of California, Davis

1. **SCOPE:** These Terms and Conditions are, by reference, incorporated into the Lease document for The Parks (Orchard and Solano) Apartments 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 TENANT 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 month of the lease term. For each subsequent month, payment is due on the first day of the month, without demand or billing, at the Campus Cashier's Office. For periods of occupancy less than one calendar month's duration, the rent shall be prorated for each day of occupancy. Unpaid rent becomes delinquent ten (10) days after the date due, unless a written extension has been obtained from the Student Housing Accounts Office. Delinquent accounts are subject to late payment charge as specified in Part I of the Lease, which is presumed to be the amount of damage sustained by the University. Failure to pay rent may result in action being taken, including a hold on financial aid awards, future registration and/or transcripts and termination of the right of occupancy. Any change in the rent shall be made by mail or by delivering written notice of such change to the TENANT at the apartment at least forty two (42) days in advance of its effective date, and the TENANT's failure to give notice under Section 9, below, within ten (10) days of receipt of such notice shall constitute the TENANT's acceptance of rent change and agreement to pay rent at the new rate.
3. **USE.** The apartment is to be used only as a single-family residence. The TENANT shall not keep roommates or boarders without the prior written consent of the University. A maximum of three (3) related residents shall be allowed in a one-bedroom unit and a maximum of five (5) related residents shall be allowed in a two-bedroom unit. The TENANT will be permitted to have one related or one unrelated adult living in the apartment. Permission for more tenants than allowed under this section shall be approved, in advance, by the University. When requested to do so by the University, the TENANT shall supply proof of eligibility. The TENANT may have occasional overnight and weekend guests without notice to or consent of the University. The same overnight guest may not stay in Orchard or Solano Park Apartments more than seven (7) nights during any consecutive fifteen (15) day period without prior written consent of the University.
4. **UTILITIES.** The University agrees to provide water and refuse disposal service. However, the University shall not be liable for failure to provide any of the services to be furnished by it when such failure is caused by conditions beyond the control of the University. The University also agrees to provide data service (ResNet) and cable television. Gas and electrical service shall be provided by and at the expense of the TENANT. Telephone service shall be provided by and at the expense of the TENANT and placed only in the location presently wired for telephone service in the apartment. Telephone repairs must first be reported to the University.
5. **DEPOSIT.** The TENANT (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 reasonable cancellation of this lease after making deductions for rent owed, late fees owed, and any amounts reasonably necessary (a) to cover repairs, damages or loss caused by the TENANT and (b) to clean the apartment beyond reasonable use and wear. In the event that the TENANT fails to occupy the apartment after accepting assignment, the TENANT understands and agrees to pay the University the sum of the deposit as specified in Part I of the Lease as liquidated damages and not as penalty for the University's administrative costs and damages. In the event such cost for loss or damage exceed the amount of the deposit, the TENANT shall pay such additional amounts as may be required to cover the excess costs, together with any reasonable costs of collection.
6. **ELIGIBILITY.** The TENANT agrees that his or her right to occupy the premises is conditioned upon TENANT's being and remaining a registered, full-time student taking 12 units at the University of California, Davis, during Fall, Winter and Spring quarters/semesters. If the TENANT is not a registered, full-time student taking 12 units during Fall, Winter, and Spring quarters/semesters, the TENANT may not remain in possession of the premises without the written approval of the University. Following at least one quarter/semester of occupancy, the TENANT is permitted to have one quarter/semester off (summer sessions excluded). Filing fee status and Planned Educational Leave are defined as unregistered student status. All occupants listed on the lease must reside in the apartment during all academic sessions (excluding summer) and the apartment address indicated on the Lease must be the verifiable primary residence address for those listed on this lease. No occupant in addition to those named on this lease is permitted unless prior written approval has been granted by the University. The TENANT shall vacate the apartment within eight weeks of graduating.
UC DAVIS AFFILIATES (Visiting Scholar, Researcher, Post Doc, Faculty, Staff) The TENANT understands that an exception to the eligibility requirement of Section 6 of the Lease Agreement has been made only on condition that the TENANT remains affiliated with U.C. Davis as specified in Part I of the Lease.
The TENANT acknowledges that an exception or new Lease Agreement might not be approved or offered at the end of the term of this Lease Agreement.
7. **LEASE RENEWAL.** The University is not required to renew this lease or to allow the TENANT to continue to occupy the premises beyond the end of the lease term. If the TENANT wishes to continue to occupy the premises, he or she shall submit a request for such in writing at least forty two (42) days prior to the expiration date of this lease. Evidence of continuing status as a regularly enrolled student for the forthcoming quarter/semester shall accompany the written request. If the University approves the TENANT's request to continue to occupy the premises, the TENANT shall be required to execute a new lease prior August 1st.

8. **TERMINATION AND NOTICE.** The TENANT hereby agrees that the University may terminate the TENANT's tenancy without cause under this Agreement upon forty two (42) days written notice. The TENANT may terminate this lease by giving at least forty two (42) days written notice to the University prior to vacating the apartment. If for any reason the apartment is vacated prior to the end of the (42) day period, the TENANT shall be responsible for payment of rent for the full (42) day period after notice is given. Without the requisite notice, the TENANT shall be responsible for payment of rent until the University is able to relet the premises and for damages that the University may suffer due to the TENANT's failure to give proper notice specified hereunder. The University may serve the TENANT with a three (3) day notice to pay rent or quit, to perform a covenant or quit, or to quit, whichever is appropriate, if the TENANT fails to pay rent or other charges when due or otherwise breaches the terms and conditions of this Agreement. Breaches include but are not limited to, the following : (a) failure to maintain eligibility for Orchard and Solano Park Agreement as provided in Section 6 above, (b) failure to pay promptly the stated rent or other charges levied, (c) TENANT's use of the apartment unreasonably damages or endangers the apartment, its furnishings or the building, or unreasonably disturbs residents of other units, (d) the TENANT violates any other provision of this lease including the provisions contained in the Conditions and Regulations, Orchard and Solano Park Apartments, University of California, Davis or the *Welcome To The Parks* brochure, (e) the TENANT sublets or assigns any of the rights pursuant to this lease without receiving prior written consent from the University. Notwithstanding the ability of the TENANT to terminate this Agreement upon forty two (42) days' written notice, this Agreement is a fixed-term lease and the TENANT has no right to continue occupancy of the premises after the lease termination date as specified in Part I of the Lease.
9. **ASSIGNMENT AND SUBLETTING.** The TENANT agrees that the rights under this lease are not assignable either in whole or in part, and that the right of occupancy may not be granted by the TENANT to any other person without the prior written consent of the University. Provided that the TENANT UC DAVIS student shall be registered the following quarter/semester, an apartment may be sublet for one quarter/semester or for the summer months. The apartment may be rented only to a person who is a regularly enrolled, full-time student, faculty member or staff employee of the University of California, Davis.
10. **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.
11. **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.
12. **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.
13. **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.
14. **CERTIFICATION.** The TENANT certifies under penalty of perjury 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.
15. **JOINT AND SEVERAL LIABILITY.** The eligible TENANT and her/his spouse *or other adult partner* (if applicable) agree that all of the obligations assumed by them and agreed to hereunder shall be joint and several obligations of the TENANT.
16. **RIGHT TO RELOCATE.** The University reserves the right to reassign the TENANT to another apartment within the Orchard and Solano Parks apartments, at its sole discretion.
17. **DELAY IN DELIVERY OF POSSESSION.** The TENANT agrees that the University will not be liable for any costs, losses, or damages suffered by the TENANT as a result of the University's inability to deliver possession of the premises. If the University cannot deliver possession of the premises to the TENANT within three (3) working days from the date on which the term of this lease is to commence, then the TENANT may elect to declare this lease null and void, and any deposit and/or rent paid to the University will be refunded to the TENANT.
18. **APARTMENT ASSIGNMENT OR TRANSFER.** The TENANT may request an apartment transfer that will be granted at the discretion of Student Housing. Transfers may be requested at any time; however, transfers occur only between October 1 and April 30. All transferees must comply with use and eligibility guidelines. Transfers are treated by the University in a manner similar to a new application; the eligible UC Davis student's name is placed on a chronological waiting list of other applicants when the application is received. Information regarding transfer procedures may be obtained from the Student Housing Office.
19. **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.