

## 2009-2010 REGULATIONS FOR PARK LEASES

### The Parks (Orchard and Solano) Apartments, University of California, Davis

1. **SCOPE:** These regulations 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 regulations apply to the specific property described and for the term specified in Part I of the Lease.
2. **CHILD SUPERVISION.** The TENANT understands and agrees to abide by the child supervision policy as stated in the Welcome to the Parks brochure. The TENANT further understands and agrees that failure to follow the policy may provide a basis for lease termination.
3. **INVENTORY.** If the premises are not in a clean condition when the TENANT assumes occupancy, the TENANT will notify the Park Office in the complex within forty-eight (48) hours. Within seventy-two (72) hours after assuming occupancy of the apartment, the TENANT will complete and sign an *Inventory and Inspection* form and deliver it to the Park Office in the complex, acknowledging receipt of the apartment in satisfactory order with any and all exceptions fully described therein. If the form is not turned in after 72 hours, the TENANT forfeits their right to claim damages and will be held accountable for assessed damages upon vacating the apartment.
4. **LIABILITY.** The TENANT will indemnify the University against all liability and hold the University harmless from all claims, demands, loss or damage arising during her or his occupancy of the apartment, other than normal wear and tear and save and except such liability claims, demands, loss or damage as may be caused by the negligence of the University, its officers, agents, or employees, or by an act of God or other casualty beyond the control of the TENANT. Residents are advised to obtain renters' insurance for coverage of personal property such as clothing, books, furnishings, bicycles, stereos, computers, etc., which are stolen or damaged. The TENANT agrees that he or she is responsible for any damage to the apartment or its equipment and is responsible for maintaining the apartment in a safe and sanitary manner.
5. **SMOKING.** The University's policy on smoking specifically protects the rights of the non-smoker. Therefore, the TENANT understands and agrees that at anytime the University may require the TENANT to cease smoking in his/her apartment to ensure that smoking does not negatively affect neighbors. Smoking is not allowed within 20 feet of any building, courtyard, or exterior walkway, patio or balcony.
6. **PETS.** The TENANT will neither keep a cat, dog or other pet in or near the premises, nor encourage its presence by feeding. This prohibition will apply not only to pets of the TENANT, but also to any visitor to the apartment regardless of the length of a visit. Violations may subject the TENANT to termination of her/his right of occupancy. Exceptions to the no pet rule may be made for healthy, small pets, other than cats, dogs and snakes, which are permanently kept and contained in a small cage or aquarium within the apartment. The University may deny this exception should the small pet become a nuisance or health hazard to the neighbors or the University. The TENANT is liable for any damage caused by pets or containers holding pets.
7. **REPAIR AND MAINTENANCE.** The TENANT accepts responsibility for promptly reporting all conditions that require repair either via the computerized repair request system or to the Park Office in the complex. University personnel will make repairs, paint, or make other alterations to Orchard and Solano Park Apartments. Telephones, data, and cable wiring are the property of the University; telephone malfunctions must first be reported to the Park Office in your complex. Routine maintenance and repairs will be made within reasonable time and during normal working hours. Emergency repairs will be carried out as soon as possible. Emergencies are considered to be those situations when failure of immediate repair would subject the TENANT or other residents to imminent danger to their health or personal safety, or cause additional or extensive damage to the building or personal property. The TENANT agrees to bear the cost of the repair of any damage to or restoration of the building, equipment or furnishing resulting from any neglect or willful act of the TENANT, her/his spouse and children, guests or other persons for whom the TENANT is responsible. The University has sole discretion in determining the amount of damages charged to the TENANT for repairs and cleaning, provided, however that said charges will not exceed actual costs of said repairs and cleaning. Any repairs or maintenance for which the TENANT is liable will be charged to the TENANT. This charge will be paid by the TENANT upon receipt of charges. The TENANT may not undertake repairs personally or contract other persons to do so during the TENANT's tenancy or upon the termination of tenancy. The foregoing shall not limit the TENANT's right to request that the University repair damage, correct deficiencies, or otherwise service the premises during the tenancy. Notwithstanding such a request, the TENANT shall be liable for any damages done to the premises or deficiencies created by the TENANT, normal wear and tear excepted.
8. **MAILBOXES.** The TENANT agrees that mailboxes are the property of the University and are to be used only to receive mail for the TENANT and occupants listed on the current lease agreement. The TENANT further agrees that only University employees are authorized to pick up new mailbox keys at the US Post Office.
9. **ALTERATIONS AND DECORATIONS.** The TENANT will make no alterations, improvements, or additions on the premises without the prior written consent of the University. The TENANT is responsible for the cost of the removal by University staff of any alterations, improvements, or additions and returning the premises to their original condition. This charge will be paid by the TENANT upon receipt of charges. Screws, transparent tape and gummed picture hangers, or other items damaging to ceilings, walls, woodwork, or other parts of the building are prohibited. Pictures and other decorations may be hung with hangers of the type approved by the Park Office. Floor glides on furniture are recommended to prevent damage to the floor covering.
10. **UNIVERSITY-OWNED APPLIANCES.** The TENANT will not remove University-owned appliances from the apartment or place University-owned appliances out-of-doors.
11. **LOCKS AND KEYS.** The TENANT 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 apartment. The cost of any keys not returned, as well as the costs of any subsequent lock change(s) will be paid by the TENANT. The cost of any additional keys, replacement keys, or lock changes requested by the TENANT within the period of occupancy will be paid by the TENANT within ten (10) days after notification of charges. The TENANT agrees that additional keys are to be given only to adult occupants, over the age of 18 years old and who are listed on the current lease, unless prior written consent has been given for an exception to policy by the University. The

TENANT 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.

12. **HEAVY FURNITURE AND WATERBEDS.** The TENANT will not use furniture exceeding the weight of fifty (50) pounds per square foot. To prevent damage to the flooring, waterbeds must be placed on a frame and must not come in direct contact with the floor.
13. **STORAGE.** Storage of all household or personal property will be confined to the interior of the apartment or the storage compartment if one has been assigned. Any storage placed above the assigned compartment must be clearly identified as to the owner, or it will be removed by the University. The University will not be liable for any loss resulting from such removal. Storage compartment aisles will be kept free of storage. Boats, trailers or detachable tops of any sort may not be kept or stored in the Orchard or Solano Apartment areas.
14. **PATIOS, BALCONIES, AND BREEZEWAYS-STORAGE.** Only potted plants, outdoor furniture, small recreational items, toys and small enclosed containers as outlined in the *Welcome to the Parks* brochure may be kept on patios, balconies or breezeways. Balcony railings and stairways will be kept clear of potted plants and other items. No appliances may be placed or used anywhere out of doors. At all times, balcony gates will be unobstructed and reasonable passage (a minimum width of 24") will be possible for the full length of the balcony and breezeway for the purposes of entering and exiting during fire or other emergencies.
15. **GUESTS.** The TENANT assumes full responsibility for the actions and/or behaviors of any guests and/or persons listed as occupants on the lease. Guests and all occupants listed on the lease must abide by all University regulations and lease terms. Violations of lease terms and/or University regulations by guests or occupants listed on the lease may result in the permanent removal of said guest or occupant 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 TENANT agrees to abide by the regulations for parking in Orchard and Solano Park Apartments and to be responsible for her/his family's visitors observing the parking regulations. Motor or automobile overhaul may not be performed in or around the Orchard and Solano Park Apartment facilities. No disabled vehicle may be parked in Orchard and Solano Park Apartment parking lots for more than one week without the prior written consent of the University.
17. **LAUNDRY.** Laundry rooms and drying courts are provided on the premises for the convenience of the residents. Clothes dryers are not permitted inside or outside apartments. Clothing or other laundry items may be used on the balcony or patio subject to the guidelines provided in the *Welcome to the Parks* brochure. The TENANT assumes responsibility for the security of his or her own laundry items when using the laundry and drying courts.
18. **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. Furniture discards, hazardous materials, bulky packing materials and containers and other non-routine debris will be separately removed from the Orchard and Solano Park Apartments and properly disposed of by the TENANT.
19. **NOTICES.** Notices may be posted only on designated bulletin boards or door clips subject to University or the Orchard and Solano Park Apartments approval.
20. **NOISE AND DISTURBANCE.** The TENANT will keep noise or interference from all instruments, radios, televisions, computers, or other amplification equipment at a level so as not to disturb residents of other apartments, and will not permit any disturbance, noise or other activity detrimental to the premises or to the comfort of other residents. The TENANT assumes full responsibility for the actions of all occupants and guests, including their compliance with the terms of the lease, and these *Conditions and Regulations*.
21. **HEALTH, SAFETY AND AESTHETICS.** The TENANT agrees to comply with all applicable University, federal, state, and local health and safety laws, ordinances, and regulations, including those of the University Fire Department. Use of candles is prohibited. The TENANT will keep the patios, balconies, interior breezeways, and common areas of the apartment in a clean and orderly condition. Particular attention will be given to the prevention of conditions potentially harmful to small children. The TENANT agrees to report immediately to the Park Office the existence of any unsafe or unsanitary condition. University policy prohibits the possession or storage of firearms by any person on University grounds, except with permission of University authorities. California law makes it a crime for any person to bring or possess firearms on the grounds of the University without such permission (see California Penal Code Section 626.9). Storage of any flammable or combustible liquids will be in accordance with all applicable health and safety laws, ordinances and regulations. Specific attention will be given to the regulations provided by the University Fire Department. Filled wading pools will be attended by a responsible person at all times and pools will be promptly drained and removed from lawns, patios and other areas after each use. Hot barbecues may not be placed closer than ten (10) feet to any structure and must be attended by a responsible person until coals are extinguished.
22. **MOLD.** Mold occurs naturally in the environment. There currently exists no federal or state standards for permissible levels of mold. The TENANT 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 TENANT is required to notify the University promptly about the existence of water leakage, overflow in or about the premises, and visible mold or mildew.
23. **RIGHT OF ENTRY.** The TENANT understands that the University may enter the apartment in the following cases: (a) in case of an emergency; (b) to make necessary, requested, or agreed upon repairs, alterations, or improvements, supply necessary, requested, or agreed upon services, or exhibit the apartment to prospective or actual workers, or contractors; (c) when the TENANT has abandoned or surrendered the apartment; (d) pursuant to court order; (e) or with the consent of the TENANT, eligible UC Davis student, affiliate or her/his related or unrelated adult occupant. Except as defined in Conditions 23a, 23c, and 23e, entry may be made only after giving twenty-four (24) hours written notice of the intent to enter the apartment to the TENANT. Such entry will be made at reasonable hours.
24. **ABANDONMENT, TERMINATION AND REMEDY IN DAMAGES.** If the TENANT breaches this lease and abandons the apartment without giving proper notice, or if the right to possession is terminated by the University because of the TENANT's breach of this lease,

this lease terminates. Upon such termination, the University may recover such damages as may be provided by law. The University may reenter and take possession of the apartment if it determines that the apartment has been abandoned.

25. **VACATING PROCEDURE.** The Security Deposit will be returned to the TENANT within approximately three weeks after the *Notice of Termination of Occupancy* and vacate date, minus any amount to offset defaults in the payment of rent and/or deductions for cleaning and damage in excess of reasonable wear and tear. The Student Housing Office reserves the right to withhold any refund due to the TENANT to recover outstanding Housing or University debts incurred by the TENANT, and to release any Student Housing credit balance to cover other outstanding housing University charges. Upon termination of the lease, the TENANT agrees to surrender the premises to the University and to remove all property of the TENANT. Any property left in the apartment 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 TENANT understands and agrees that the TENANT remains responsible for the demised premises, all fixtures and furniture situated therein, until all keys are returned to the Park Office in the complex and notice is given that the apartment has been vacated.
26. **FAILURE TO VACATE.** The TENANT understands and agrees that the University may rent the apartment to new occupants effective the day following the termination of the TENANT's Lease and that said new occupants may be scheduled to move into the apartment on that day. If the TENANT does not vacate the apartment on the date of termination of this Lease, the TENANT shall be liable for the rental value of the apartment 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.
27. **COMMERCIAL ENTERPRISE.** Activities of a business or commercial nature are not permitted on University property without the prior written permission of the University. The TENANT agrees that thirty (30) days prior written notice must be provided to the University regarding the operation of a family childcare business or the intended operation of a family childcare business.
28. **GROUND.** The University maintains the apartment grounds. The TENANT, and/or other occupants will not erect fences, cultivate plants or make other changes in the grounds without the prior written consent of the University.
29. **AMENDMENTS.** These rules and regulations are subject to revision from time to time by the University upon sixty (60) days written notice mailed or delivered to the TENANT.
30. **TAXES AND LIENS.** The TENANT will pay any taxes levied against the TENANT's possessory interest by a governmental entity. The TENANT will not cause liens of any kind to be placed against the property.

OFFICIAL HOUSING DOCUMENT - DO NOT ALTER