

2009-2010 RESIDENCE HALL CONTRACT TERMS, CONDITIONS and REGULATIONS

1. **SCOPE.** These Terms and Conditions are, by reference, incorporated into the contract document for Residence Hall Students consisting of Parts I and II, hereinafter referred to a "the Contract".
2. **PARTIES.** The Student who has signed Part II of the Contract and The Regents of the University of California enter into this Contract upon the following terms and conditions.
3. **TERM. The term of the Contract shall be for the Current Academic Year.** The dates of occupancy are as specified in the Part I of the contract and the rates are specified in the Residence Hall Fee Schedule, hereby incorporated by reference.
4. **THE UNIVERSITY SHALL:**
 - a. Provide the Student a space in a residence hall room/suite/apartment at UC Davis. The University, at its sole discretion, reserves the right to utilize single rooms for double occupancy and double rooms for triple occupancy and, if such occurs, the Student shall be charged a lower room rate as determined by the University. In addition, the University reserves the right to reduce the number of residents per room, as space becomes available. The terms and conditions set forth herein are applicable to single, double, and triple occupancy rooms occupied by either one, two, or three residents. Room furnishings for the Student include a bed, mattress, desk, chair, chest of drawers, study lamp and wastebasket. Each room contains window coverings, and a bookshelf.
 - b. Serve four meals per day, Monday through Thursday, three meals on Fridays and two meals on Saturdays, Sundays, and academic holidays as specified in the Residence Hall Schedule. The meal plans do not include special dietary items unless agreed upon by the Student and the University in writing in advance of signing this Contract. **This Contract is for room and board; a contract for room only is not available.**
 - c. Provide cleaning service for common areas (lounges, hallways and community bathrooms) of the residence hall. No linen service is provided.
 - d. Provide one operable telephone jack per bedroom, one cable TV connection per bedroom and one ethernet connection per student (in some cases by means of an ethernet hub). Maintain the inside wiring for said jack and connections in good working order.
5. **THE STUDENT SHALL:**
 - a. Be entitled to residence hall occupancy only while a registered student at the University of California, Davis. The resident must be a full time registered student making satisfactory academic progress as defined by the Office of the Registrar and must be enrolled in at least 12 units.
 - b. Pay fees for room and board in accordance with the dates and amounts specified in the Residence Hall Fee Schedule.
 - c. Complete an online Room Condition form at beginning of occupancy and submit the form by the assigned deadline.
 - d. Not use the assigned space for any purpose other than as a personal residence.
 - e. Maintain the space in a clean and orderly condition throughout the contract term. Leave the space in a clean and orderly condition at the termination of this Contract.
 - f. Reimburse the Student Housing Office for loss or damage caused by the Student or guests, to the residence hall or its furnishings at the time such loss or damage occurs. Repairs shall only be made by University personnel.
 - g. If under 18 years of age, have father or mother or appointed legal guardian guarantee full and prompt payment of all sums payable by the Student under this Contract by signing where indicated in Part II of the Residence Hall Contract.
 - h. Vacate the room at times the residence halls are closed as specified in the Residence Hall Schedule. At the end of fall and spring quarter, the Student must vacate the room within twenty-four (24) hours after completing the last final examination, but no later than 12 noon on the last day of Fall quarters and by 7pm on the last day of Spring quarter, as set forth in Part I of the Residence Hall Contract. Any Student remaining in the residence halls after the halls close shall be considered trespassing on University property and legal or University sanctions may be imposed.
 - i. Provide for telephone service and equipment if so desired. The resident is responsible for telephone repair if the problem is in the telephone or in wiring between the telephone and the telephone jack. If the problem is not in the telephone or such wiring, the resident is required to notify the Area Service Desk. If such problems are not reported to the University and the resident incurs a repair cost, the University shall not be liable for reimbursement to the resident. Only one telephone line per room is allowed.
6. **IT IS FURTHER AGREED THAT:**
 - a. The Student must abide by the terms of this Contract and University Regulations. The University may take appropriate action including termination of this Contract for breach of the Contract terms. A breach of this Contract includes, but is not limited to, the following:
 - i. delinquency of payment for more than ten calendar days,
 - ii. failure to comply with University or Residence Hall Regulations, which are incorporated herein by reference,
 - iii. conduct determined by the University to be detrimental to the Student and/or to the welfare of other residents or staff.
 - b. In addition to any other remedies which may be available to the University, a Student's breach of this Contract may result in exclusion from specified housing/dining areas, referral to Student Judicial Affairs and/or the imposition of University sanctions, including fines and administrative restrictions on future registration, graduation, or the issuance of grades or transcripts.
 - c. Each student identification card that has been validated for meals is for the exclusive use of the Student to whom it has been issued and is not transferable.
 - d. No credit or refund is allowed for meals not eaten by the Student. Exceptions are:
 - i. illness or an emergency during which the Student is hospitalized or absent from residence halls due to such illness or emergency. If for either of these reasons the Student misses more than **seven consecutive days** of meals, meal credit will be given after the Student Housing Residential Services Office receives written notification of the Student's absence and when the dates of absence and

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discontinued use of the meal card are verified. Due to the planning that is required for the purchase and preparation of food, credit is **NOT** given for meals missed the first seven days of the absence nor for meals missed prior to date of notification.

- ii. abandonment of the room, based upon the date the Student Housing Residential Services Office receives written notification from the Student, verifies the room has been completely vacated and when the date of discontinued use of the meal card is verified. Meal credit is not given if written notification is received and abandonment occurs during the last two weeks of the quarter. Abandonment of the room with or without written notification from the Student does not relieve the Student of any other liabilities hereunder.
 - e. The University shall not be liable for any loss, damage, or destruction of personal property kept in the residence halls unless such is due to the University's negligent or intentional acts or omissions. Further, the University shall not be liable for injuries, loss or damage, including death, due to the Student's use of the residence hall facilities, including, but not limited to, pools, spas, kitchens, recreational equipment, elevators, etc., except for such injuries, loss, or damage caused by the University's negligent or intentional acts or omissions.
 - f. The University by this Contract does not guarantee specific halls, rooms or roommates. The University reserves the right to assign and/or reassign the Student to any residence hall, living accommodations, room, or roommate to make space available to a student with a disability, to convert the assigned space from use by one gender to another to meet the undergraduate housing guarantee, to resolve roommate conflicts, and for any other reason, at the University's sole discretion.
 - g. The Student understands that additional conditions to this contract may apply if assigned to the Quiet Program or Wellness Substance-Free Community, a Plaza Room or a triple space. Copies of contract addendums listing these additional conditions are included in the online document *Contract Information Brochure*, referenced in Part I of the Contract, which is incorporated herein by reference.
 - h. The Student understands that the Student Housing Office incurs administrative expense in the event that payments become delinquent. Accordingly, a late fee in the amount set forth in Part I of the Contract will be charged unless the Student Housing Office approves alternate payment arrangements prior to the date the payment is due. **The Student Housing Office does not issue statements; therefore, payments are to be made without demand or billing.**
 - i. The Student's room may be entered as allowed by law and for:
 - i. maintenance inspections and repairs during normal working hours;
 - ii. inspection of vacant spaces/rooms in preparation for occupancy by a new resident;
 - iii. during building evacuation drills;
 - iv. safety checks and maintenance inspections during quarter breaks;
 - v. in the event of an emergency, surrender or abandonment of the room;
 - vi. pursuant to a court order.
 - j. University staff will enter rooms only upon a Student's request or consent or after 24 hour notification, except as noted in Condition 6.i and in cases of building evacuation drills, emergency or surrender, and abandonment.
 - k. Only undergraduates may reside in undergraduate residence halls. Condition 6k is subject to Condition 6f, which inclusively states the University reserves the right to assign or reassign Students to other rooms and halls.
 - l. Room transfer requests to other halls and rooms must be approved by the Student Housing Residential Services Office before a resident may move. Room transfers are allowed only during the periods listed on the *Residence Hall Schedule*. The University reserves the right to change the schedule of room transfer dates to make adjustments for administrative process changes. An administrative charge is assessed for unauthorized room transfers, including room transfers within a suite or apartment, occurring at any time during the academic year.
 - m. Any waiver or modification of the conditions of this Contract is invalid unless in writing and signed by the Student and an authorized representative of the Student Housing Office.
 - n. Overpayments of less than \$5.00 will not be refunded.
 - o. The room and board rate may be increased up to a maximum of 5% during the term of this Contract.
 - p. The Student Housing Office reserves the right to withhold a portion or all of any refund due to the Student (e.g., reservation fee or overpayment of room and board), to recover outstanding housing debts incurred by the Student during any period of occupancy (current or previous) and to release any Student Housing credit balance to cover other outstanding University charges.
 - q. The University does not provide renter's insurance, nor does it insure against personal property that may be lost, stolen, or damaged in the residence halls.
7. **CONSTRUCTION AND RENOVATION.** Construction and/or remodeling or repair of academic and residential buildings on the Davis campus in the vicinity of the residence halls is scheduled for the current academic year. Construction is expected to occur during normal day time working hours, but will result in disturbances and disruptions, including, but not limited to, increased noise and dust in the area surrounding the residence halls and planned and unplanned utility shutdowns in the residence halls. By signing this Contract, the Student agrees that he or she has been advised of said scheduled construction, and acknowledges that there will be disturbances and disruptions resulting from such construction and has agreed to such.
8. **RESTRICTED ACCESS.** During the period of construction referenced immediately above, access to certain facilities, streets, parking lots, walking and bike pathways may be limited, rerouted or completely restricted. By signing this Contract, the Student agrees that he or she has been advised of such limitation or restriction and has agreed to such.
9. **RESERVATION FEE.** Students must submit a Reservation Fee as specified in the Residence Hall Fee Schedule. The Reservation Fee is applied to the total cost of room and board and is due with the signed Contract on or before the date indicated on the Contract, unless deferred through written, mutual agreement with the University.

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10. **TERMINATION OF CONTRACT DURING EMERGENCIES.** If the University premises and/or all or part of a residence hall is closed due to an emergency or natural disaster, the University may terminate this Contract without prior notice. In no event shall the University be obliged to provide alternate housing or food services to the Student or to rebuild or replace any affected premises.
11. **TERMINATION OF CONTRACT AND REFUND OF RESERVATION FEE.** If the amount specified in any previous year's housing Contract is not paid in full, the University reserves the right to terminate the Student's current housing Contract upon 15 days written notice. It is further agreed that this Contract and all rights of occupancy hereby conferred may be terminated by the University without cause upon 15 days written notice. In addition, by giving written notice to the Student Housing Residential Services Office at any time prior to the beginning date of your Residence Hall Contract, the Student may terminate this Contract and receive a refund according to the Refund Schedule.

12. REFUND SCHEDULE (Prior to Beginning Date of Contract)

- a. **STUDENT ENTERING ON AN ACADEMIC YEAR CONTRACT:** If written notice of termination is given on or before the last date to terminate contract without penalty, as set forth in Part I of the Residence Hall Contract, the Student is released from the remaining contractual agreement and receives a full refund of the Reservation Fee. If written notice of termination is given after said date but prior to the start of the Fall quarter the Student is released from the remaining Contractual agreement but the Reservation Fee is retained as liquidated damages, and no refund of the Reservation Fee is issued. If, due to prior written, mutual deferment agreement with the University, all or a portion of the Reservation Fee has not been paid at the time of Contract cancellation, the Student remains responsible for payment of the Reservation Fee balance according to the terms of the deferment agreement.
- b. **STUDENT ENTERING ON A WINTER QUARTER CONTRACT:** If written notice of termination is given before the start of the Winter quarter, as set forth in Part I of the Residence Hall Contract, the Student is released from the remaining contractual agreement but the Reservation Fee is retained as liquidated damages, and no refund of the Reservation Fee is issued. If, due to prior written, mutual deferment agreement with the University, all or a portion of the Reservation Fee has not been paid at the time of Contract cancellation, the Student remains responsible for payment of the Reservation Fee balance according to the terms of the deferment agreement.
- c. **STUDENT ENTERING ON A SPRING QUARTER CONTRACT:** If written notice of termination is given before the start of the Spring quarter, as set forth in Part I of the Residence Hall Contract, the Student is released from the remaining contractual agreement, but the Reservation Fee is retained as liquidated damages, and no refund of the Reservation Fee is issued. If, due to prior written, mutual deferment agreement with the University, all or a portion of the Reservation Fee has not been paid at the time of Contract cancellation, the Student remains responsible for payment of the Reservation Fee balance according to the terms of the deferment agreement.

13. REFUND SCHEDULE (On or After the Beginning Date of Contract)

- a. On or after the starting date for any quarter, as set forth in Part I of the Residence Hall Contract, a Student may terminate the Contract **ONLY FOR ONE OF THE REASONS BELOW.**
- if the Student graduates, transfers to another campus, is dismissed, is a participant in the Planned Educational Leave Program, or withdraws from the University; if any one of these circumstances are anticipated at the end of the Fall or Winter Quarter, Student Housing must be notified of the Student's plans two weeks before the end of the quarter; or
 - if the Student is denied admission to UC Davis; or
 - if the Student is admitted to UC Davis but fails to register, or cancels registration; or
 - if the Student presents proof of marriage occurring during the term of this Contract; or
 - if approved** by the Student Housing Residential Services Manager after receipt and review of a written appeal for contract release.
- b. An appeal for contract release will be considered only when a condition exists that originated after the Residence Halls Conditions of Contract was signed. Please note that financial hardship does not automatically warrant release from the contract. Information regarding the residence hall contract release policy and procedure is available online at http://housing.ucdavis.edu/apply/apply_reshalls_cancel.htm.
- c. A prorata adjustment of the quarterly room and board rate will be made **ONLY IF THE STUDENT HOUSING RESIDENTIAL SERVICES OFFICE RECEIVES WRITTEN NOTIFICATION FROM THE STUDENT OF HIS/HER TERMINATION OF THIS CONTRACT.** **Whether or not a Student takes occupancy,** the prorata adjustment of the quarterly room and board rate is based upon the date written request is **ACTUALLY RECEIVED** by the Student Housing Residential Services Office.
- d. If the Student has received loans and/or grants associated with a federal source account for the payment of campus-based housing, and has terminated the housing Contract for one of the reasons listed above, any refund due the Student may be used as payment for said loans and/or grants.

14. AVAILABILITY OF 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 registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <http://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."

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2009-2010 REGULATIONS FOR RESIDENCE HALL CONTRACTS

1. **SCOPE.** These regulations are, by reference, incorporated into the contract document for Residence Hall occupancy consisting of Parts I and II, hereinafter referred to as "the Contract"
2. **COMMUNITY.** As members of a residence hall **community**, students are expected to be considerate of the personal rights of all community members. High-density living requires personal freedom be exercised in a manner that does not restrict the freedom of others. The regulations presented below are designed primarily to ensure the safety and well being of all residents. In addition to the regulations noted below, the policies and regulations governing all University students, as specified in *Policies Applying to Campus Activities, Organizations, and Students*, which is incorporated herein by reference, and all state and federal laws, apply to Students in the residence halls.
3. **GUIDE TO RESIDENCE HALL LIFE.** Each Student is given a copy of the handbook, *Guide to Residence Hall Life*, upon checking into the residence halls, which is incorporated herein by reference. **It is imperative that this handbook is read carefully so residents are fully aware of what is expected of them.** The handbook provides valuable information about programs and services in the residence halls, procedures applicable to occupancy, residence hall rules and policies, and campus regulations. *Residents are responsible for being familiar with the information contained in this handbook.* **The first community development meeting discusses residence hall living and how to contribute towards a positive year for all. Attendance is mandatory.**
4. **RESIDENCE HALL RULES PROHIBIT, BUT ARE NOT LIMITED TO:**
 - a. Use or possession of any alcoholic beverages in the residence hall or on the grounds, except as specifically outlined in campus regulations. Refer to the *Guide to Residence Hall Life*.
 - b. Use or possession of illegal drugs.
 - c. Smoking in the residence halls or within 20 feet of any building, courtyard, pool area, exterior walkway or balcony.
 - d. Fireworks, ammunition, explosives, pyrotechnics, or flammable materials in the residence hall area.
 - e. Weapons of any kind (including but not limited to firearms and knives) in the residence halls. California law makes it a criminal offense for any person to bring or possess firearms on the grounds of the University without permission (see California Penal Code Section 626.9). The University, upon knowing of the presence of any weapon, may terminate this Contract immediately and the Student may be subject to campus disciplinary or other legal action, as appropriate. **The University will immediately terminate the contract of a Student who brandishes or attempts to use a weapon of any kind in the residence halls.**
 - f. Pets and all animals, except fish in an aquarium that does not exceed ten gallons. Requests for aquariums must be approved by Student Housing and must have the concurrence of all roommates **prior** to set up.
 - g. Repairs or alterations to the residence hall by Students, except as authorized by Student Housing maintenance personnel.
 - h. Use of electrical cooking appliances and hot-air popcorn makers in Student rooms. Exceptions are coffeepots, microwaves operating on 750 watts or less, or micro-fridges approved by Student Housing. (Small appliances may also be used in the kitchenettes.)
 - i. Altered or adapted electrical outlets and equipment; multi-use or light duty extension cords (extension cords must be heavy duty, single plug and U.L. approved); zip cords; worn, cracked or exposed (bare) wiring; splices in cords; and overloaded circuits.
 - j. Student access to any sunscreens or roofs in the residence halls.
 - k. Tampering with fire protection equipment or fire alarm apparatus (see California Penal Code Section 148.4).
 - l. Disruptive use of stereos, amplified sound equipment or other devices. If there are repeated infractions of this rule, the administration may, in addition to other sanctions, order the removal from residence halls of such offending stereos, equipment, or other devices. Students are expected to follow all stated quiet hours.
 - m. Sports, including those involving thrown objects, within all residence halls.
 - n. Violations of the University's "Acceptable Use Policy" related to computer and network access.
 - o. Solicitation, of any kind in or around residence halls and dining facilities.
 - p. Guest violations of any University and/or Student Housing policy. Each resident is responsible for the actions of any guest they bring to campus.
5. **FIRE SAFETY** is the responsibility of each resident. Students must evacuate the **building** for all alarms.
6. **CARE OF STUDENT ROOMS** is the responsibility of the residents. Mold occurs naturally in the environment and there currently exist no federal or state standards for permissible levels of mold. Students are 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. Students are required to notify the University [Student Housing] promptly about the existence of visible mold or mildew, water leakage or overflow in or about the premises. Each Student is expected to keep his/her room in a clean and habitable condition. To ensure a minimum of wear to the furniture, bedroom furniture must remain in the Student's room and common area furniture must remain in the common area. Reasonable care of the rooms and common areas assures a more livable residence hall. Any Student who does not exercise his or her responsibility for private and/or common areas and whose actions result in undue damage may be required to leave the residence halls and pay for damages.