



Enclave Apartments Terms & Conditions University of California, Berkeley

SUMMER 2024

IMPORTANT INSTRUCTIONS

Please read carefully

The University of California, Berkeley Residence Hall contract shows the unit and room occupancy type to which you have been assigned. This assignment was given to you based on your application and the openings available at the time of the assignment. If you are not interested in this offer, and you do not accept the contract online by the specified deadline, your assignment and application will be **CANCELED**, and your name will be removed from the waiting list.

If you plan to accept this assignment, please read the following instructions carefully before accepting your offer online. This contract is not a notification of your admission to the University of California, Berkeley.

A. ON CAMPUS APARTMENT CONTRACT: ENCLAVE APARTMENTS

Your contract is a **BINDING LEGAL DOCUMENT**. Please be sure that you read and fully understand the contract which includes these "Terms and Conditions of Residence" and the Residential Code of Conduct prior to accepting. The Residential Code of Conduct is available online at: <http://reslife.berkeley.edu/conduct/residential-code-conduct> Your contract, including these Terms and Conditions for Residence and the terms and conditions of the Residential Code of Conduct are referred to in this document, collectively, as the Contract or Agreement.

The University may, upon thirty (30) days written notice, change any of the terms of this Contract.

B. STUDENTS OVER 18 YEARS OF AGE ONLINE ACCEPTANCE

Students over 18 years of age may accept their housing contracts online.

C. STUDENTS UNDER 18 YEARS OF AGE

Students under 18 must have a parent or legal guardian accept their housing contracts. Your parent or legal guardian will be required to provide their name, address, and relationship to the contract holder. The parent or legal guardian will be required to agree to and accept the terms of the contract.

PLEASE NOTE The advance payment is due prior to the distribution of financial aid payments. If you are a UC Berkeley financial aid recipient and are unable to pay the full advance payment of \$300, you may call the Cal Housing Assignments Office at 510.642.5796 to request an exception or smaller advance payment. If you do not make the full advance payment or partial payment by the contract deadline, your contract will be canceled and you will be removed from the waiting list.

PLEASE NOTE that if you are a financial aid recipient, apartment Residents living in Anchor House, Channing-Bowditch, Martinez Commons, New Sequoia, Clark Kerr, Panoramic Berkeley, The Enclave, and Wada are only eligible for the living in an on-campus apartment financial aid student budget, which is lower than the on-campus residence hall package. Thus, financial aid recipients living in some room types will need to supplement their funding or budget accordingly. For more information, go to: financialaid.berkeley.edu/cost-attendance



1. PERIOD OF RESIDENCE

The Summer Sessions, for the purpose of this Summer Sessions Contract, shall be the 2024 Summer Sessions, as defined by the official University Summer Calendar for graduate and undergraduate students. Each session shall constitute the period of residence. Residence Hall contracts accepted for the Summer Sessions shall be in effect for that session only. The 2024 Summer Sessions as defined in the official University Academic Calendar, shall constitute the period of residence as follows:

2024 Summer Sessions Housing Occupancy Dates

Move-out times are indicated in the schedule below.

Session	Move-In Date	Move-in Time	Move-Out date	Moved-Out By
A	5/19/2024	10 AM	6/29/2024	10 AM
A&D	5/19/2024	10 AM	8/10/2024	10 AM
B	6/2/2024	10 AM	8/10/2024	10 AM
C	6/16/2024	10 AM	8/10/2024	10 AM
D	6/30/2024	10 AM	8/10/2024	10 AM
E	7/21/2024	10 AM	8/10/2024	10 AM
F	6/30/2024	10 AM	7/20/2024	10 AM

Please plan your travel arrangements accordingly. If you are attending both the first and second 6 week Sessions (Session A&D), you may stay over the night of June 29th, 2024, and remain in the same room for Session D.

2. PAYMENTS

A. Full-time University of California, Berkeley Students If you are a full-time University of California Berkeley student (newly admitted or continuing) you will only be required to submit the \$300.00 Advance Payment when accepting the online Summer Sessions Housing contract offer. The Advance Payment is the minimum confirming payment required on a contract. Payable by Visa, MasterCard, Discover credit cards, or cashier’s check – NO PERSONAL CHECKS or WIRE TRANSFER PAYMENTS ACCEPTED.

The balance of your housing contract charges will be billed to your CalCentral. It is your responsibility to ensure that payments are received by the Campus Billing and Payment Office on time or you may be subject to sanctions. Any sanctions will be shown on your Cal Central. Fees will also be assessed for any returned checks, and you are liable under Civil Code section 1719 for triple the amount of the check (a minimum of \$100 and a maximum of \$1,500) if you have not provided the funds necessary to cover the check within 30 days following a written demand. To request a cancellation of your contract, please follow the “Cancellation of Summer Sessions Housing Contract” policy outlined in Section 5 of these “Terms and Conditions of Residence”.

If you are a full-time UC Berkeley student receiving Summer Financial Aid you will only be required to submit the \$300.00 Advance Payment along with your accepted online Summer Sessions Housing contract offer. The balance of the room and board charges will be billed to your CalCentral bill. Financial Aid recipients’ awards will be applied to the CalCentral bill. If you are a full-time UC Berkeley student receiving Summer Financial Aid and are unable to make the full \$300.00 Advance Payment, you may email the Summer Sessions Housing Office at summerhousing@berkeley.edu or call (510) 6425796 to request an advance payment fee waiver. You will be required to submit your “Accepted” Summer Financial Aid Offer Letter and Summer Course Schedule for verification.

Any additional miscellaneous charges, which include damage or key replacement charges that may accrue on your account during a given month are payable in the following month. These charges will appear on Cal Central. It is your responsibility to pay any charges that you incur. The same deadlines, service charges, and penalties apply to delinquent accounts as detailed above.

If your account becomes delinquent, it may be referred for collection with the assessment of collection costs, and any additional legal costs incurred in collecting the outstanding balance. Notwithstanding any referral to a collection agency, the University retains the right to serve any Resident with a Three-Day Notice to Perform Covenant or Quit. If you do not pay the required room and board fees by the established deadline, your contract may be canceled.

Should your account become delinquent, action will be taken to lapse your status, block registration, and/or withhold



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meal service. If meal service is withheld, you will not receive a refund for missed meals due to sanctions. To prevent such sanctions, you should contact the Cal Student Central at 510.664.9181 prior to the payment deadline. According to Federal policy, Residents withdrawing from the University who are entitled to a housing refund may have a portion of the refund deducted from their refund check if they received any Federal Financial Assistance. The funds deducted from the refund will be returned to the granting agency.

B. Visiting Summer Students

If you are a visiting student applying BEFORE your session's final payment due date (see Payment Schedule), you must submit a minimum of the \$300.00 Advance Payment when you accept the Summer Sessions Housing contract offer online. The Advance Payment is the minimum confirming payment required on a contract before the final payment due date. Payable by Visa, MasterCard, Discover credit cards, or cashier's check – NO PERSONAL CHECKS or WIRE TRANSFER PAYMENTS ACCEPTED.

If you would like to mail a cashier's check, payable to "UC Regents," please print a copy of the remittance form given online and mail it with the cashier's check by the due date specified on the remittance form. Please mail to:

Student Affairs' Cashier's Office
Residential and Student Service Programs
Attn: SSH Payment
University of California
2610 Channing Way Berkeley, CA 94720-2272

If we do not receive the remittance form and cashier's check in the mail by the due date specified on the remittance form, your tentatively held space will be canceled. See the Payment Schedule on the next page for your final payment due date. The payment can be completed online using a credit card (payable by Visa, MasterCard, or Discover). Instructions for making your final payment will be emailed to you upon confirmation of your contract.

If we do not receive your final payment by the final payment due date designated for your session, your contract will be canceled without notification and your \$300.00 Advance Payment will be applied to your newly imposed \$300.00 Cancellation Fee.

If you arrive to check in and your contract has been canceled because you did not pay the balance on your account, you will only be housed if bed space is still available. If bed space is available, you must execute a new contract and make full payment before receiving a key and moving in. The \$300.00 Cancellation Fee imposed on the canceled contract due to the unpaid balance cannot be applied to the new contract.

To request a cancellation of your contract, please follow the "Cancellation of Summer Sessions Housing Contract" policy outlined in Section 5 of these "Terms and Conditions of Residence". If applying ON or AFTER your session's final payment due date, you will be required to submit the FULL payment along with your accepted online Summer Sessions Housing contract offer. Payable by Visa, MasterCard, Discover credit cards, or cashier's check – NO PERSONAL CHECKS or WIRE TRANSFER PAYMENTS ACCEPTED.

If we do not receive the remittance form and cashier's check (FULL payment) in the mail or in person by the due date specified on the remittance form, your tentatively held space will be canceled.

Any additional miscellaneous charges, which include damage or key replacement charges that may accrue on your account during a given month are payable in the following month. These charges will appear on Cal Central. It is your responsibility to pay any charges that you incur. The same deadlines, service charges, and penalties apply to delinquent accounts as detailed above.

If your account becomes delinquent, it may be referred for collection with the assessment of collection costs, and any additional legal costs incurred in collecting the outstanding balance. Notwithstanding any referral to a collection agency, the University retains the right to serve any Resident with a Three-Day Notice to Perform Covenant or Quit. If you do not pay the required room and board fees by the established deadline, your contract may be canceled.

Should your account become delinquent, action will be taken to lapse your status, block registration, and/or withhold meal service. If meal service is withheld, you will not receive a refund for missed meals due to sanctions. To prevent such sanctions, you should contact the Cal Student Central at 510.664.9181 prior to the payment deadline. According to Federal policy, Residents withdrawing from the University



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who are entitled to a housing refund may have a portion of the refund deducted from their refund check if they received any Federal Financial Assistance. The funds deducted from the refund will be returned to the granting agency.

3. FEES

If you fail to take occupancy of your housing assignment, and do not notify the University, in writing, prior to the contract start date, the University may continue to charge you. Residents shall be liable for payment of room and board fees until a replacement, if any, can be secured by the University and assigned to the same space, and/or the University has waived such liability in writing.

In case of early move-out: There will be no refund if cancellation of the residence hall contract occurs after the last day of instruction for the resident's enrolled session.

The University reserves the right to change the fees for room and board, provided the announcement is made 30 days prior to the beginning of the academic year. An increase in fees may not exceed five percent (5%) of the fees quoted for residence halls and apartments for Summer 2024.

The residence hall and apartment rates include a \$50 nonrefundable Student Experience fee. This fee is managed by Residential Life on behalf of the Residents to support the development and execution of activities, programs, and events within the residential community, which may be delivered in person or remotely, as determined in collaboration with Residential Life. A portion of each Student Experience fee is allocated to the Residence Hall Assembly and Hall Associations. Within the allocation for Hall Association, funds are also designated to cover the repair of damages in the common areas caused by Residents or Residents' guests. Damage charges over the designated amount shall also be billed to the hall association where individual liability cannot be established.

4. LIQUIDATED DAMAGES

Liquidated damages are imposed under certain conditions as set forth elsewhere in these "Terms and Conditions of Residence." The Resident agrees that the noted liquidated damages are reasonable and are presumed to be the amount of damage sustained by the University because it is impracticable or extremely difficult to fix the actual damage.

5. TRANSFERS

The university has the right to deny transfer requests over the Summer of 2024. Summer housing has a strict no-transfer policy that is enforced if Resident has already received a room key and checked into their room.

6. UNAUTHORIZED OCCUPANCY: If a student occupies a University residence without authorization at any time, whether occupying an unauthorized space or occupying any space outside of the period of residence outlined in sections 2 and 3, the University reserves the right to assess an unauthorized occupancy nightly rate which will be assessed to the student's Cal Central account until the space is vacated. See section 11. B below for additional charges that apply to failure to move on time.

The unauthorized occupancy nightly rate fee is calculated on a prorated basis from your full summer session charge. The University reserves the right to assess the unauthorized occupancy nightly rate fee when a student occupies a University residence after eligibility for residence has ceased.

Residents may not move to another room from their assigned room without prior written approval from the University. Unauthorized room changes may result in the Resident being required to return to the original assignment, denied the opportunity to participate in any other room change, disciplinary action, and/or cancellation of the housing contract. Students who occupy more than their contracted space violate their housing agreement and will be subject to the unauthorized occupancy nightly rate fee.

Additional cleaning fees may be charged for unauthorized occupancy.

University housing is a community living environment in which Residents are assigned rooms, and roommates/apartment mates. Although rare, Residents in shared rooms may not have a roommate during a portion of the contract period. In such instances, new roommate(s) may be assigned at any time, with or without advanced notification. Residents agree not to occupy or store personal belongings in vacant spaces and to welcome new roommate(s)/apartmentmate(s) when assigned. In the case that there is a vacancy in a residence hall. The University May release the current Resident(s)' name, phone number, and email to a prospective Resident, to facilitate proper notification of a new



Resident entering the room and to ensure a successful roommate match.

7. CANCELLATION OF RESIDENCE HALL CONTRACT

A. Contract Cancellation • By Resident Housing Contract cancellation is not guaranteed and is contingent on an eligible replacement accepting your housing Contract. Contract holders and Residents requesting cancellation shall continue to be liable for housing fees until an eligible replacement is found and/or the request is approved by the Cal Housing Office in writing. If an eligible replacement is not found, the Contract holder or Resident is financially responsible for the entire balance of the contract. Changes in the availability of in-person instruction or any other in-person campus programs or activities are not grounds for the Contract holder or Resident to cancel. By accepting the housing Contract, Contract Holders and Residents accept the risk of these changes in campus operations.

All requests for Cancellation of a Summer Sessions Housing contract must be submitted in writing via Summer Cancellation Form to the Summer Sessions email (summerhousing@berkeley.edu), fax (510-642-4026), or letter (Summer Sessions Housing Office, 2610 Channing Way, Berkeley, CA 94720-2288).

THE RESIDENT REQUESTING CONTRACT CANCELLATION SHALL CONTINUE TO BE LIABLE FOR ROOM AND BOARD FEES UNTIL A REPLACEMENT IS FOUND AND/OR THE REQUEST IS APPROVED BY THE SUMMER SESSIONS HOUSING OFFICE THROUGH A SUMMER APPEAL. THE SUMMER SESSIONS HOUSING OFFICE HAS A PRIMARY RESPONSIBILITY TO FILL ALL UNSOLD SPACES WITH WAITLISTED APPLICANTS, BEFORE APPROVING CANCELLATION REQUESTS, BY ACCEPTING REPLACEMENTS OFF OF THE WAITING LIST.

In the event of contract cancellation approval, the effective cancellation date will be the date of the University approval. Once a replacement is found, and/or the cancellation request is approved, a Contract Cancellation Fee will be imposed as liquidated damages and will be included in the billing statement. A \$300 contract cancellation fee will be imposed if the cancellation approval date is before occupancy and a \$300 contract cancellation fee will be imposed for cancellation

approved after occupancy. The Resident agrees that this fee is reasonable and is to cover estimated University damages, which are difficult or impractical to determine. The liquidated damages charge shall be in addition to the prorated housing fees for which the Resident will remain liable until a replacement is found and/or the cancellation request is approved.

All other reasons for requesting cancellation of the Housing Contract will be reviewed on an individual basis and you are responsible for housing fees until a replacement is found, and/or the request is approved. Requests for contract cancellation will not be considered until the cancellation is requested in writing and you have submitted the appropriate supporting documents.

B. CONTRACT CANCELLATION • By the University

The University may cancel this Contract and all attendant rights of occupancy upon 30 days' notice to the Resident. In addition, the University may terminate this Contract with less than 30 days notice if the University reasonably determines (i) that cancellation is necessary for the operation of its housing program, including but not limited to the need to take preventative or mitigatory action regarding the spread of infectious disease or (ii) that cancellation is necessary for compliance with an order of a public health authority.

In addition, you may be subject to a Three-Day Notice to Perform Covenant or Quit or a Three-Day Notice to Quit for any reason allowed by law, including the following:

1. If you violate the terms of this on-campus housing contract, these “Terms and Conditions of Residence”, provisions of *Residential Code of Conduct* (see guide online at: reslife.berkeley.edu/conduct/residential-code-conduct), or are found guilty of misconduct. Note: the Residential Code of Conduct requires compliance with measures to reduce the risk of transmission of COVID-19 (e.g., required testing, face coverings, etc.), and is subject to change from time to time. Residents must review the Residential Code of Conduct regularly

In the event of exclusion from University housing due to disciplinary action, Residential Conduct typically communicates the deadline for when the Resident must vacate. In the case where a Resident is excluded from housing and a deadline is not communicated, the excluded Resident will



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need to vacate the assigned room within five days of receiving notification of exclusion from or ineligibility for University housing or be subject to the Three-Day Notice To Quit Process.

2. Conduct. The University shall have the right to cancel this Contract and require that the Resident vacate the premises and all University Housing facilities if the University determines that the Resident's conduct is not suitable or appropriate for University Housing. Without limiting the foregoing, the University may exercise its cancellation rights hereunder if: (i) the conduct or living habits of the Resident or any Permitted Occupants have caused other occupants of the premises or the building to vacate or request reassignment to other University Housing; (ii) if the University has received complaints from other occupants of the premises or the building attributable to the Resident or Permitted Occupants; or (iii) if the continued occupancy of the premises by the Resident creates, in the University's sole and absolute discretion, a clear and present danger to other occupants of the premises or the Building, or employees working in or around the Building, in which event, upon the request of the University, the Resident shall vacate the premises entirely on a "same day" basis. Such decisions shall be at the discretion of the Vice Chancellor - Student Affairs, Chief Operating Officer – Residential Student Service Programs, Director - Residential Life, or Director - Cal Housing. Additionally, the University reserves the right to refer any instances of misconduct or disruptive behavior, including online activity involving electronic mail or social media, attributable to the Resident to the University's judicial procedures for further action.

C. CONTRACT CANCELLATION • No Occupancy If you do not move in within one week of your contract occupancy date for Summer Sessions, without previously obtaining approval in writing from the Summer Sessions Housing Office of your intent to move in late, you will be liable for payment of room and board fees until a replacement is found, at which time your contract will be canceled and a \$300.00 Contract Cancellation Fee will be imposed.

8. HOUSING APPEALS PROCESS If a request for Housing Contract Cancellation is not approved through the normal cancellation process, a Resident may submit a written appeal to be reviewed by the Housing Appeals Board. Housing Appeal requests must be initiated at the Cal Housing Office

using the Housing Appeals Form (available at <https://housing.berkeley.edu/rates-contractspolicies/policies/>)

9. VACATING THE RESIDENCE

A. Upon cancellation of the contract, Resident shall be individually liable for the removal of all property of the Resident. Any Resident property left in the residence after the cancellation date 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. Resident understands and agrees that the Resident remains financially obligated for the assigned room until the Contract cancellation has been fully submitted, approved, and the keys have been returned.

B. FAILURE TO MOVE

If you do not vacate the residence hall by the designated move out date and time, you will be liable for \$100 per day liquidated damages in addition to the unauthorized occupancy nightly rate fee until you move out. Any Resident discovered to be in a closed residential facility without prior authorization shall be considered trespassing on University property and legal or University sanctions may be imposed.

10. RESIDENT MAINTENANCE

Residents must agree to maintain the residence unit in a clean, safe, sanitary conditions and, upon cancellation of residence, leave said premises in a clean and orderly condition as determined by University or owner representative personnel. You accept responsibility for promptly notifying The Enclave staff of all conditions that require repair.

You shall notify the University or owner representative personnel of maintenance requests, as specified by the on-site management team. Residents who notify The Enclave staff of a maintenance concern agree to allow University or owner representative staff entry into the room to address the repair. University or owner representative personnel will perform all necessary repairs, painting, or other alterations to residence.

You may not perform or arrange for others to perform any repairs to damages or any corrections of deficiencies in the premises whether during the Resident's tenancy, or upon cancellation of tenancy. The foregoing shall not limit your right to request that the University repair damage, correct deficiencies, or otherwise service the premises during the



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tenancy. Notwithstanding such a request, you shall be liable for any damages done to the premises or deficiencies created by your occupancy, normal wear and tear excepted. To ensure a minimum of wear to furniture, bedroom furniture must remain in your room and common area furniture must remain in the common area.

11. DAMAGES

Resident agrees to bear the cost of the repair of any damage or restoration of the building, equipment, or furnishings (collectively, “Costs”) resulting from neglect or willful act of the Resident, Resident’s guest(s), or other person for whom the Resident is responsible. Upon receipt of notice for loss or damage to the University facility or its fixtures, furnishings, or equipment beyond ordinary wear and tear based on the standard of the University or its affiliates (including leaving said rooms or furnishings in an unsanitary or hazardous condition), damage charges will be assessed on the Resident’s CalCentral account balance.

In addition, **all Residents shall be jointly responsible and liable for Costs for loss or damage to common areas where the University reasonably cannot determine individual responsibility. Therefore, if the University reasonably cannot determine individual responsibility, such Costs become the shared responsibility of roommates/suitemates/floor mates/building mates and the University will assess a portion of the Cost to each roommate/suitemate/floor mate/building mate.** The Resident is expected to report all incidents of inappropriate behavior, including those resulting in room, suite, floor or common area damages.

You will be directed to log online to complete a Room Condition Report at the time of occupancy, and you will compare the actual condition of the room with that on the report, and note discrepancies, if any. Unless the report is submitted online within five days of occupancy, with exceptions properly noted, it will be assumed that the room and its contents are in the condition indicated on the Room Condition Report. At the end of the term, or upon vacating the room for any other reason, you shall be responsible for restoring the premises and furniture to the same condition and location they were in at the time of occupancy. Reasonable wear and tear is expected.

12. USE

Assigned space is for residential purposes only and may not be used in any manner other than as a personal residence.

Activities of business or commercial nature are not permitted on University property. Residents shall not pursue any business in their room/apartment or on the premises. Residents may not inscribe or affix any sign, advertisement, or notice on any part of the inside or outside of the buildings or premises in connection with any business or service.

13. CAL 1 CARD

Residential and Student Service Programs uses a computerized system to control access to its facilities and services.

Your Cal 1 Card (i.e. your photo ID card) is used to gain access to residence hall and dining facilities. You may deposit money onto your Cal 1 Card debit account online by going to cal1card.berkeley.edu. You may use those funds to pay for laundry/vending services in the residence halls, printing/copying services at the library and IST computing centers, and for purchasing food, supplies, textbooks, Cal Gear, etc. at more than 70 on- and off-campus merchant locations. For a complete list of accepted Cal 1 Card merchant locations and applicable discounts/promotions and to learn more about the benefits of using your Cal 1 Card, visit cal1card.berkeley.edu

Campus policy makes it mandatory for all campus community members to obtain a Cal 1 Card ID and prohibits custody transfer of the ID. If your card is lost, stolen, or willfully damaged, you may obtain a replacement card from the Cal 1 Card office for a nonrefundable replacement fee. Lost or stolen Cal 1 Cards should also be reported immediately by going to cal1card.berkeley.edu and deactivating your card. The Cal 1 Card office is located at 212 Sproul Hall and is open Monday– Friday from 9 a.m. to 4:30 p.m. To get your Cal 1 Card, you MUST provide your Student ID Number (SID) and present a current government-issued photo identification card (e.g. driver’s license or passport). **Email:** cal1card@berkeley.edu or **phone:** 510.643.6839

14. PARKING

There are not enough parking spaces for all of the faculty, staff and students who work and study at the University of California, Berkeley. A limited number of parking spaces will be allocated to Residents on the basis of demonstrated compelling need. Permits will be issued, at the sole discretion of the University, based upon consideration of medical needs, job requirements, academic needs, or other extenuating circumstances. An application is online at: <https://pt.berkeley.edu/parking/student-permits>



15. RESIDENTIAL CONDUCT POLICIES

Residents must be regularly enrolled students, as defined by the Office of the Registrar at the University of California, Berkeley, or a member of an approved affiliate group. In addition to the University Policies and Regulations, residential community members are also responsible for adhering to Residential Conduct Policies. The Department of Residential Life has been granted authority by the Office of the Dean of Students to adjudicate violations of the Residential Conduct Policies as stated in the Residential Code of Conduct which is incorporated herein by reference. The Guide is available online (in the right column) at:

<https://reslife.berkeley.edu/conduct/residential-code-conduct>

Residents are accountable for adhering to residential conduct policies within all property of the University of California deemed as residential living facilities, including residence halls, apartments, dining commons, unit administrative buildings, and contiguous areas, unless otherwise noted in a specific policy. See *Residential Code of Conduct* which outlines actions that are prohibited.

The University reserves the right to make other rules and regulations as in its judgment may be necessary for the safety, care, and cleanliness of the premises and for the preservation of the educational function of the University. The Resident agrees to abide by all additional rules and regulations that are adopted. Violations of these rules and regulations may become the basis for disciplinary action.

16. QUIET ENVIRONMENT

Residents residing in quiet environment halls agree to abide by the guidelines provided, which are incorporated by reference herein.

17. MISCELLANEOUS

A. Relocation/Reassignment

This Contract agreement does not promise or guarantee you an assignment to any particular room or suite in the residence hall or with a specific roommate(s). The University may require you to move to another room, suite, or hall within the University’s reasonable discretion, permanently or temporarily. Any Resident residing in a room with special modifications or accessibility for persons with disabilities may be transferred to another room should the need arise for the modified room. In all instances except emergencies, reasonable notice shall be given. The University reserves the

right to use all residence halls during the Semester Break as defined by the official University Academic Calendar.

The University reserves the right to relocate a Resident to a comparable dwelling at a comparable housing fee. The University has the right to exercise this relocation right in the University’s sole and absolute discretion, for any reason including, but not limited to, i) maintenance, rehabilitation or closure of all or part of a building or area, ii) changes of use in space, iii) crisis, safety, or emergency situations, iv) student conduct violations, v) occupancy management needs and (vi) neighbor disputes.

B. Temporary Housing Space

The University shall have the right, at its sole and absolute discretion, to make a temporary housing assignment for the Resident if the University deems such an assignment necessary or desirable. If and when the University assigns the Resident to a long-term residence, the Resident shall be obligated to enter into a new housing contract for such long-term residence, and from and after the date of such long-term residence assignment, the Resident shall be obligated to pay the Residence Fees applicable to such long-term residence. Residents of a temporary housing space agree to comply with the terms of the Temporary Space Addendum, which are incorporated by reference herein.

C. Reassignments Due to Conduct

The University may reassign the Resident or other Permitted Occupants if the University deems it necessary or desirable in order to protect the ability of other occupants of the premises (or the building) to enjoy a reasonably orderly living and academic environment, or to protect the health and safety of such other occupants or employees working in and around the Building.

Without limiting the foregoing, the University may exercise its reassignment rights hereunder if: (i) the conduct or living habits of the Resident or any Permitted Occupants have caused other occupants of the Premises or the Building to vacate or request reassignment to other University Housing; or (ii) if the University has received complaints from other occupants of the premises or the building attributable to the behavior of Resident or Permitted Occupants; or (iii) if the continued occupancy of the particular premises by the Resident creates, in the University’s sole and absolute discretion, a clear and present danger to other occupants of the premises or the Building or employees working in or around the Building, in which event,



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upon request of the University, the Resident shall vacate the premises on a "same day" basis. Such decisions shall be at the discretion of the Vice Chancellor - Student Affairs, Assistant Vice Chancellor - Student Support & Belonging, Associate Vice Chancellor - Residential Student Service Programs, Dean of Students, Director - Residential Life, Executive Director - Housing Administrative or any appointed representative. Additionally, the University reserves the right to refer any instances of misconduct or disruptive behavior attributable to the Resident to the University's judicial procedures for further action. Pending the outcome of any such University disciplinary procedure, the University may require the Resident to be reassigned to other University Housing.

D. Legal Fees

Following any Event of Default/unlawful detainer proceedings, the University may exercise any and all legal and/or equitable rights against the Resident, including without limitation the right to recover all damages resulting from such Event of Default. The Resident hereby expressly acknowledges and agrees that any sums owing to the University by the Resident as a result of any Event of Default by the Resident may in the University's discretion, be billed to the Resident's Cal Central account, which shall be subject to payment on such terms and conditions as are generally established by the University or billed directly to the Resident. The Resident agrees to pay all costs, including collection costs, court costs and fees, and attorney fees incurred by the University in the collection of any money due under this contract, and/or the enforcement of any of the terms and conditions of this contract, and/or any unlawful detainer actions in which the University is the prevailing party.

In the event the University prepares a Notice to Pay Rent/Perform Covenant due to the Resident's failure to pay rent or perform a covenant of this agreement and (1) the Resident pays said rent or performs said covenant or (2) the University agrees to rescind such Notice, the Resident agrees to pay the University \$50.00 as liquidated damages to cover the administrative costs involved in the preparation and service of said notice.

E. The University shall provide all utilities, i.e. gas, electricity, water, refuse disposal, and elevator service. The University or Owner does not assume responsibility or liability for disruptions of these services. Pursuant to Civil Code section 1941.1, the University is responsible for installing one usable telephone jack and for placing and

maintaining the inside telephone wiring in good working order in residential dwellings. The Resident may choose to activate their in-room telephone service for a fee. To activate the telephone service, the Resident will need to contact the University's Residence Telephone Services office at 510.664.9000. Residents are provided internet access. For more information about your internet connectivity options, visit

housing.berkeley.edu/living-on-campus/technology-services

F. Excessive Lockout

Residents may contact the on-site Enclave or University staff if they are locked out of their room to regain entry. Each student may be subject to a progressive fee per lockout

G. Residential Life or owner representative personnel may enter your room or apartment for any reason set forth in the *Residential Code of Conduct*, for any reason allowed by law, and for the following reasons: cleaning, maintenance, and repairs; ensuring compliance with health and safety regulations; and in the event of an emergency, building evacuation, or abandonment of the room or apartment by either you or your roommate(s).

H. Personal Property Insurance. The University of California highly recommends that Residents consider purchasing personal property insurance. Residents are liable for any and all damages they cause, including but not limited to their personal property, university-owned property, and the property of others. The University does not provide personal property insurance or financial protection; assume any responsibility or liability for any loss or damage or destruction to the Resident's personal property, the personal property of others, nor for articles left after vacating the premises. The Resident shall utilize all security measures provided by the University. The University shall not be held responsible or liable for your personal property or accommodation if an assigned space is rendered uninhabitable or personal property is damaged due to circumstances beyond the reasonable control of the University, including acts of nature, e.g., flood, earthquake, and unusual weather conditions. The University also reserves the right to make special room assignments to accommodate those conditions.

The University of California recommends that Residents consider purchasing personal property insurance if living away from home. Personal property insurance is not mandatory and may be purchased from any source. As a service to assist



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Residents who wish to acquire personal property insurance, UC has partnered with GradGuard to provide a personal property insurance option for UC students to shop for coverage directly. To sign up for personal property insurance visit gradguard.com.

Features include:

- Deductibles as low as \$100
- Replacement cost coverage: lost or stolen items will be covered for the cost to replace them
- Worldwide coverage
- Electronics coverage, up to the policy limits
- Policies can be shared by roommates

For pricing and coverage details, please visit gradguard.com. GradGuard is a service of Next Generation Insurance Group LLC, a licensed insurance producer. Personal Property Insurance is underwritten by Markel American Insurance Company, Waukesha, WI. The advertised product is not available in AK, CT, FL, MD, and RI. Other program options are available for these states. Claims and coverage subject to policy, language, limits, and exclusions.

I. COMMUNICABLE DISEASE

If you should contract a communicable disease, you may be required to leave the residence hall until you are no longer contagious. This is due to the hazard of infecting others in the residence hall environment. Medical directives are contingent upon public health conditions at the time of their implementation and are subject to change. The Residential Code of Conduct may be updated, and it is the resident's responsibility to stay current regarding campus requirements.

NO WARRANTY. UNIVERSITY MAKES NO WARRANTY WITH RESPECT TO THE SAFETY OF THE PREMISES WITH REGARD TO ANY INFECTIOUS DISEASE.

LIMITATION OF LIABILITY. NEITHER THE UNIVERSITY, NOR ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY CLAIMS OF LOSS, EXPENSE, OR DAMAGE TO RESIDENT RELATING TO THE ACQUISITION OF OR EXPOSURE TO ANY INFECTIOUS DISEASE.

J. PESTS

Each Resident is responsible for ensuring that all items brought into the residences are free of pests- including clothing, bedding, suitcases, backpacks, packing materials,

and other belongings. In the event the Resident discovers or suspects a pest problem, Resident agrees to immediately seek University assistance by placing a maintenance request (maintenance.housing.berkeley.edu). Resident shall not attempt to treat a problem or arrange for any third-party to perform treatment.

If an infestation does occur, Resident must follow the treatment protocol (including preparing room and personal belongings) as instructed by the University. Failure to strictly comply with the prescribed treatment protocol may result in the Resident being liable for the costs associated with the remediation. Residents are advised to avoid buying or receiving used items, including but not limited to mattress pads or covers, due to possible pest infestation. Resident owned items that are discovered to have pests must be permanently removed or treated and re-inspected by a trained professional before being returned to University premises.

In the event pests are introduced to the unit by the Resident or the Resident's roommate(s) and are deemed by the University to be a hazard to health conditions in and the safety of the surrounding units, Resident and Resident's roommate(s) will be liable financially for eradication measures, including but not limited to, pest control and furniture and/or carpet replacement. The University reserves the right to cancel this Contract upon service of a Three-day (3-day) Notice to Quit to address any infestation issues. In the event the University serves such a notice the University is not liable for identifying, obtaining, or paying for alternate housing; rather, the foregoing is the Resident's and Resident's Roommate(s) responsibility and liability.

K. MOLD AND MILDEW occurs naturally in the environment and can be injurious to one's health. The Resident acknowledges that the Resident has inspected the premises at the outset of tenancy, and has found no signs of moisture, mold, or mildew therein. Residents 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. Residents are required to notify Cal Housing promptly about the existence of visible mold or mildew, and/or water leakage or overflow in or about the premises. Residents must also promptly notify the University of any malfunction of ventilation or heating systems. Each Resident is expected to keep their room in a clean and habitable condition and shall be



liable for any injuries or damages that may result from any negligent performance of the foregoing duties.

L. CONSTRUCTION AND RENOVATION Construction of academic or residential buildings on the UC Berkeley campus may be scheduled for the term of this contract in the vicinity of the residence halls or apartments. Capital improvement and other major housing construction or repair projects will necessarily cause increased noise and dust in affected and nearby residences at certain times. There is the possibility of both planned and unplanned utility shutdowns and access to certain facilities, streets, parking lots, walking, and bike pathways may be limited, rerouted, or completely restricted. The University will work with building contractors to make every effort to minimize construction inconveniences. By agreeing to this contract, the Resident acknowledges notice of the possibility of scheduled construction and access limitations, and acknowledges that there will be disturbances, disruptions, and inconveniences resulting from such constructions and has agreed to such. The Resident also acknowledges that increased noise, dust, potential reassignment, or loss of parking spaces related to construction or renovation are not grounds for transfer or cancellation of this Contract.

M. TOBACCO AND MARIJUANA FREE CAMPUS
 Beginning January 2014, the University of California, Berkeley became a smoke-free campus. Smoking is prohibited on all University property. Learn more here:
<https://uhs.berkeley.edu/tobaccofree>

UC Berkeley is a federally funded institution and adheres to federal laws and regulations governing the use, possession, and distribution of marijuana. As such, use, possession, or distribution of marijuana on University premises, including the Residence Halls and University Apartments, is prohibited. To learn more, Residents may consult the Residential Code of Conduct at
<http://reslife.berkeley.edu/conduct/residential-codeconduct>

N. CAMPUS SECURITY VIDEO SYSTEM
 Security cameras have been installed at various housing locations. Security cameras are intended to deter crime and aid in the investigation of criminal and policy violations. Details can be found at
<https://technology.berkeley.edu/services/security-video-system>

18. NON-DISCRIMINATION

The University does not discriminate on the basis of race, color, national origin, religion, sex, gender, gender identity and gender expression, disability, medical condition, ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services.

19. CERTIFICATION

Resident certifies that statements made in connection with this Contract are true and correct and that the Resident has read, understands, and agrees to comply with the terms and conditions of this Contract. Any false statements made by Resident on this Contract or in connection with it will result in immediate cancellation or termination of this Contract.

20. MISREPRESENTATION

Resident agrees that any false statements made on this Contract may result in UC Berkeley's termination of the Contract.

21. NOTICE: Regarding Civil Code Related to Sex Offenders:

Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Website 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 the offender resides.

22. NOTICE: Regarding Civil Code Related to Rights and Obligations Pertaining to Bed Bugs:

Pursuant to Section 1954.603 of the Civil Code, notification regarding rights and obligations pertaining to bed bugs must be provided to the Resident. Resident agrees to comply and cooperate with the University regarding the prevention, reporting, and treatment of bed bug infestation.

(a) Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red to brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and become bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.



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(b) Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

(c) Bed Bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes, the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

(d) Common Signs and Symptoms of Possible Bed Bug Infestation: Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls; Molted bed bug skins, white sticky eggs, or empty eggshells; Very heavily infested areas may have a characteristically sweet odor; Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping, though some people do not show bed bug lesions on their bodies though bed bugs may have fed on them.

(e) Information regarding Cal Housing's protocol addressing bed bugs prevention, response, and treatment may be found at <http://www.housing.berkeley.edu/bedbugs>. Additional information may be found on the websites of the United States Environment Protection Agency (www.epa.gov) and the National Pest Management Association (www.npmapestworld.org)

23. MICROMOBILITY SCOOTERS

SB712: Subject to certain exceptions, University will not prohibit Residents from owning, storing, or recharging, in their dwelling units, a personal micromobility device that is (i) not powered by an electric motor, or (ii) if an electric motor powers the device, such device meets the following specific safety standards: E-bikes: UL 2849, the Standard for Electrical Systems for E-bikes, as recognized by the United States Consumer Product Safety Commission, or EN 15194, the European Standard for electrically powered assisted cycles. E-scooters: UL 2272, the Standard for Electrical Systems for Personal E-Mobility Devices, as recognized by the United States Consumer Product Safety Commission, or EN 17128, the European Standard for personal light electric vehicles (PLEV). If a device's battery fails to meet these standards, a Resident must maintain an insurance policy covering storage of the device in their unit, and the University can prohibit the Resident from charging the device inside the unit.

24. SEVERABILITY

If any provisions of this Contract or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Contract shall be enforced to the maximum extent permitted by law.