



Terms & Conditions of Residence

UNIVERSITY OF CALIFORNIA, BERKELEY
YORI WADA APARTMENTS
Fall and Spring Semesters 2009 - 2010

IMPORTANT INSTRUCTIONS

Please Read Carefully

The University of California, Berkeley apartment contract shows the unit and room occupancy type to which you have been assigned. This assignment was given to you on the basis of 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 and return the contract by the specified deadline, your assignment and application will be CANCELLED and your name will be removed from the waiting list.

If you plan to accept this assignment, please read the following instructions carefully before returning any contract materials. This contract is not notification of your admission to the University of California, Berkeley.

A. APARTMENT CONTRACT

Your signed contract is a LEGAL DOCUMENT. Please be sure that you read and fully understand the contract which includes these "Terms and Conditions of Residence" and the "Bear Necessities, Guide to Living On-Campus" prior to signing. The "**Bear Necessities, Guide to Living On-Campus**" publication is available online at:

http://www.housing.berkeley.edu/student/Bear_Necessities_Guide.pdf

B. STUDENTS OVER 18 YEARS OF AGE ONLINE ACCEPTANCE

Students over 18 years of age may accept their housing contract online and pay the \$300 advance payment by credit card.

C. STUDENTS UNDER 18 YEARS OF AGE

Students under 18 must have a parent or legal guardian accept their housing contract. 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.

D. FINANCIAL AID STUDENT RECIPIENTS

The advance payment is due prior to the distribution of financial aid payments. If you are a financial aid recipient and are unable to pay the full advance payment of \$300, you may call the Cal Housing Assignments Office at (510) 642-4108 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 cancelled and you will be removed from the waiting list.

Please note that if you are a financial aid recipient, apartment residents are eligible for the off-campus student budget. Financial Aid Office considers apartment housing off-campus housing for the purposes of the financial aid package.

Residential and Student Service Programs, University of California

Housing and Dining Services • Cal Housing Assignments • 2610 Channing Way # 2272, Berkeley, CA 94720-2272



THE FOLLOWING TERMS AND CONDITIONS SHALL PREVAIL WHEN AN APARTMENT CONTRACT IS SIGNED UNDER THE JURISDICTION OF THE UNIVERSITY OF CALIFORNIA, BERKELEY.

1. PERIOD OF RESIDENCE

The Fall and Spring Semesters 2009–2010, as defined by the official University Academic Calendar for graduate and undergraduate students shall constitute the period of residence, except for the semester break period listed below. Apartment fees are based upon the official University Academic Calendar. All apartments will remain open for the Thanksgiving holiday and the Spring recess without dining service. Apartment contracts signed for the Spring Semester shall be in effect for that semester only.

2. SEMESTER BREAK

All Apartments will be closed during the Semester Break

(12/20/09-1/13/10) and all residents must vacate the complex upon commencement of the Semester Break on Sunday, December 20, 2009 by 10 am. Students are not allowed to reside in buildings during semester break due to energy curtailment. However, residents are allowed to leave their belongings in the halls over the semester break at their own risk. Students may move back into the halls beginning 8 am on Wednesday, January 13, 2010.

3. PAYMENTS

The \$300 advance payment must be submitted when you complete your apartment contract. The balance of the annual fee may be paid in a lump sum prior to occupancy, or in monthly installments. Installment payments are due on the 15th of each month from August 2009 through May 2010. Ten installments will be shown on Campus Accounts Receivable System (CARS) e-Bill account on **Bear Facts Student Information System**; <https://sis.berkeley.edu/bearfacts>. Your account will indicate the specific date your payment is due. It is your responsibility to ensure that payments are received by the Campus Billing and Payment Office on time or you will be subject to late fines and other sanctions. These late fines and other sanctions will be shown on your CARS e-billing statement. 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 \$100.00 and a maximum of \$1500.00) if you have not provided funds necessary to cover the check within 30 days following a written demand.

Any additional miscellaneous charges, which include damage charges and key replacement charges, that may accrue on your account during a given month are payable in the following month. These charges will appear on the Campus Accounts Receivable System (CARS) billing statement. 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, late fees, 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. In the event that you do not pay the required room fees by the established deadline, your contract may be terminated.

Should your account become delinquent, action will be taken to lapse your status, block registration and/or withhold the issuance of transcripts. To prevent such sanctions, you should contact the Billing and Payments Office at (510) 642-7001 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.

4. FEES

In case of late occupancy, the room fee will be adjusted proportionately to the date when you actually move in, provided that the delayed occupancy has been approved in writing by the Housing Office. There will be no refund if termination of the apartment contract occurs after December 1, 2009 for Fall Semester and May 1, 2010 for Spring Semester.

The apartment rates include a \$45.00 non-refundable fee.

A portion of each fee is allocated to the Hall Assembly and the balance is distributed to each hall association. Each hall association reserves some monies to cover the repair of damages in the common areas caused by residents or residents' guests. Damage charges in excess of the reserved amount shall also be billed to the hall association where individual liability cannot be established. Remaining funds will be used for activities, programs and/or improvements in each residence. For Spring Semester only contracts, the non-refundable fee is \$23.00.

The University reserves the right to change the fees for the apartment, provided the announcement is made 30 days prior to the beginning of the academic year. An increase in fees may not exceed 5% of the fees quoted for the apartment complex for the Fall and Spring Semesters 2009-2010.

The advance payment, August, September, October, November and December payments cover the cost of residence for the Fall Semester as defined in the official University Academic Calendar. The January, February, March, April and May payments cover the cost of residence for the Spring Semester as defined in the foregoing calendar.

5. TELEPHONE SERVICE PROVIDED BY UNIVERSITY — RESIDENT TELEPHONE SERVICES

Each room (with the exception of Clark Kerr Campus) has one active telephone jack connected to the University's telephone network providing basic telephone service. A mandatory telephone service fee (\$50.83 per semester in 2009-10, price is subject to change) is charged to all residents living in University housing. This charge is billed to your CARS account once each semester. For more information please visit <http://rts.berkeley.edu> or send an email to: rts.berkeley.edu.



Basic Resident Room Telephone Service covered by this fee provides the following services:

- Instant dial tone and ability to receive calls
- Five-digit campus dialing
- Unlimited local dialing
- Individual Authorization Code (IAC) for long distance access
- Access to the emergency number 911 and other emergency services
- Associated taxes and surcharges
- Free telephone line repair (dial tone)
- Access to telephone statements on a secure web site.

Telephone line connection problems should be reported to Information Services and Technology Service Desk at (510) 642-8500. All other questions, regarding such topics as billing and phone line features, should be directed to Residence Telephone Services (RTS) at <http://rts.berkeley.edu> or by sending an email to rts.berkeley.edu.

6. 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.

7. TRANSFERS

Residents who wish to transfer from one room or complex to another may submit a transfer request to their Resident Director or the Cal Housing Assignments Office. Upon written approval by the Resident Director or the Cal Housing Assignments Office, transfers shall be made on a space available basis.

8. CANCELLATION OF RESIDENCE HALL CONTRACT

All requests for cancellation of an apartment contract MUST BE SUBMITTED IN WRITING TO THE CAL HOUSING ASSIGNMENTS OFFICE ON THE "CONTRACT CANCELLATION REQUEST" FORM.

This form is available at the Housing Office. THE RESIDENT REQUESTING CONTRACT CANCELLATION WILL BE LIABLE FOR ROOM AND BOARD FEES UNTIL A REPLACEMENT IS FOUND AND/OR THE REQUEST IS APPROVED BY CAL HOUSING OFFICE IN WRITING.

In the event of contract cancellation approval, the effective cancellation date will be the date of the University approval or the date the keys were returned and the apartment was vacated, whichever date is the latest. Once a replacement is found, and/or the request for termination is approved, a Contract Cancellation Fee will be imposed as liquidated damages, and will be included in the billing statement. A \$150 contract cancellation fee will be imposed if the termination approval date is prior to occupancy and a \$300 contract cancellation fee will be imposed for cancellation approved subsequent to occupancy. The resident agrees that this fee is reasonable and is to cover estimated University damages, in addition to the daily room rate, which are difficult or impractical to determine. This liquidated damages charge shall be in addition to the prorated room fees for which the resident will remain liable until a replacement is found and/or the request for termination is approved. A Contract

Cancellation Fee shall not be imposed in the following circumstances:

a. Resident will graduate before the end of the contract term.

b. Resident has been denied admission to the University.

Appropriate documentation must be submitted to the Cal Housing Assignments Office in the cases of graduation and non-admission.

A. CONTRACT CANCELLATION • BY THE STUDENT

Contract cancellation will be approved for the following reasons:

1. Graduation, withdrawal, dismissal, or leave of absence from the University for verified academic or medical reasons with appropriate documentation.

2. Marriage after execution of the residence hall contract and upon presentation of the marriage certificate to the Cal Housing Assignments Office.

All other reasons for requesting cancellation of the contract will be reviewed on an individual basis and you are responsible for room 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 the contract and all attendant rights of occupancy upon 30 days notice to the resident. 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 cease to be a registered student as defined by the University's Office of the Registrar.

2. If you violate the terms of this residence hall contract, these "Terms and Conditions of Residence", or provisions of "The Bear Necessities, Guide to Living on Campus." (Online at: http://www.housing.berkeley.edu/student/Bear_Necessities_Guide.pdf) or are found guilty of misconduct.

C. CONTRACT CANCELLATION • NO OCCUPANCY

If you do not move in by September 2, 2009, for the Fall Semester and by January 24, 2010, for the Spring Semester without previously obtaining approval in writing from the Housing Office of your intent not to move in, you will be liable for payment of room fees until a replacement is found, at which time your contract will be terminated and a \$150.00 Contract Cancellation Charge will be imposed.

D. FAILURE TO MOVE

If you do not vacate the apartment by the designated move-out date, you will be liable for \$100.00 per day liquidated damages in addition to a prorated room fee until you actually move out.

9. DAMAGES

Each resident is individually responsible for loss or damage to his/her room. All residents of a hall, floor, or suite, under the University's discretion, shall be jointly and severally liable for loss or damage to common areas where individual responsibility cannot be determined.

You will be given 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 returned to the residence halls staff within three 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.

10. PARKING

A. University 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, on 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

<http://pt.berkeley.edu/formsandpublications/index.htm>

11. 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 and Student Service Programs has been granted authority by the Office of Student Life to adjudicate violations of the Residential Conduct Policies as stated in "Bear Necessities, Guide to Living On-Campus" which is incorporated herein by reference.

The Guide is distributed at move-in and is also available online at: http://www.housing.berkeley.edu/student/Bear_Necessities_Guide.pdf or may be requested in advance by calling the Assignments Office at (510) 642-4108.

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 the Residential Conduct Code section (pages 21-35) of "**Bear Necessities, Guide to Living on Campus**," which outlines actions that are prohibited. Some regulations listed include clarifying information or examples of prohibited acts. This information is marked with an asterisk. This additional information is not meant to be an exhaustive list of examples or an all-inclusive explanation. This information is provided for clarification purposes only.

12. MISCELLANEOUS

If you should contract a communicable disease, you may be required to leave the apartment complex until you are no longer contagious. This is due to the hazard of infecting others in this environment.

The University shall provide all utilities, i.e. gas, electricity, water, refuse disposal, and elevator service, but cannot assume responsibility or liability for disruption 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 remains responsible for the telephone and wiring between the telephone and the telephone jack. If there is a problem with the telephone service, the resident is required to notify the University's Residence Telephone Services office at 642-9053 (including business days, evenings and weekends) to arrange for any necessary repair between the telephone and the jack or wiring. If the resident does not report such problems to the University and incurs a cost arranging a repair, the University shall not be liable for reimbursement to the resident.

Residence hall personnel may enter your room or suite for any reason set forth in the "Bear Necessities, Guide to Living on Campus," 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 suite by either you or your roommate(s). The University does not provide insurance or financial protection, assume any responsibility or liability for any loss or damage or destruction to the resident's private property, 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 possessions or accommodation if an assigned space is rendered uninhabitable 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.

Any waiver or non-enforcement by the University of any term or condition of this agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this agreement. Acceptance by the University of any rental payment after your breach of any provision of this rental agreement shall not be deemed a waiver of such provision or any prior or subsequent breach of any provision, other than your failure to make timely payment of the rental installment so accepted, whether or not the University knew of the prior breach at the time such rent was accepted. The contract is not transferable, nor can it be assigned to another student. You may not lease or sublease any space assigned to you under this contract.