

RENTAL AGREEMENT FOR FAMILY STUDENT HOUSING

**University of California, Berkeley
Housing and Dining Services
2610 Channing Way, Berkeley, CA 94720-2272**

In order to confirm assignment to Family Student Housing at the University of California, Berkeley, this rental agreement must be completed and returned with a deposit and first full month's rent. Make checks or money orders payable to **The Regents of the University of California** and mail to: Housing and Dining Services, 2610 Channing Way, University of California, Berkeley, California 94720-2272, on or before _____, for assignment to a _____ bedroom apartment, located on the _____ floor with a mailing address of _____.

STUDENT _____ ACCOUNT # _____
(last name) (first name) (middle name)

BIRTHDATE _____ SID # _____

SPOUSE/PARTNER _____
(last name) (first name) (middle name)

BIRTHDATE _____

OTHER OCCUPANTS (see items 2 and 8 of Rental Agreement):

Name	Relationship	Birthdate
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PERSON TO NOTIFY IN CASE OF EMERGENCY _____

ADDRESS _____

TELEPHONE NUMBER (_____) _____

STUDENT STATUS: Graduate _____ Undergraduate _____ MAJOR _____ Other _____

IS SPOUSE/PARTNER A UCB STUDENT? _____ MAJOR _____

ARE YOU A FORMER UCB FAMILY STUDENT HOUSING RESIDENT? _____ WHEN? _____

I hereby acknowledge receipt of the "Guide to Living in Family Student Housing" which is incorporated into this Agreement by reference. The undersigned and the University hereby agree to all the terms of this Rental Agreement. It is further agreed that the undersigned's spouse will be bound equally by the terms of this agreement.

STUDENT'S SIGNATURE _____ DATE _____

SPOUSE'S/PARTNER'S SIGNATURE _____ DATE _____

NOTE: At least one signature must be that of a registered student.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By _____ DATE _____

- RENT** - The undersigned agree to return this signed rental agreement with a \$250.00 deposit and \$_____ for an advance payment of one month's rent effective _____. The month's rent paid with this rental agreement will apply to the first full month following the effective date of this Agreement. If the undersigned are assigned an apartment on any but the first day of the month, the Campus Accounts Receivable System (CARS) will bill the undersigned for the prorated amount due for the month in which the Agreement becomes effective. Subsequent rent will be billed in advance. Payment must be made by the first of the month or the due date on the billing statement. There will be a late fee charged by CARS when the account becomes delinquent after the 15th of the month. Refer to GUIDE TO LIVING IN FAMILY STUDENT HOUSING under "PAYMENTS AND ACCOUNTS". If the undersigned failed to pay rent when due, The Regents of the University of California ("University") may take one or more of the following actions: lapsing student status, blocking registration, withholding the issuance of transcripts, and/or serving a three-day notice to pay rent or quit. The University may, upon thirty (30) days' written notice, raise or lower the monthly rental rate or change any other terms of this Agreement. If for any reason the University cannot deliver possession of the premises to the undersigned, the University shall not be liable for any loss or damage from the University's delay or failure to deliver possession. Should the undersigned not take possession of the premises, the undersigned will be responsible for paying the rent until the premises are rented. The deposit and first month's rent will be refunded prior to occupancy of the assigned apartment only if this application is not accepted, or unavoidable circumstances arise over which, in the judgement of the University of California, Berkeley, Housing Office, the undersigned student has no control, and which prevent enrollment at the University of California, Berkeley.
- ELIGIBILITY** - The undersigned agree that the accommodations granted them as a result of this Agreement shall be used only by the registered student as defined by the Office of the Registrar or the Graduate Division who has paid fees, and spouse, and their minor, biological or legally adopted children, or legally appointed wards or a single parent with at least 50% custody of dependents while one of the undersigned is registered during each academic term of each academic year at the University of California, Berkeley. For purposes of this Agreement, the academic year is defined in the official University catalog. If the undersigned student withdraws or fails to retain his or her status as a registered student at the University of California, Berkeley during a term, the undersigned's occupancy shall be terminated. All occupants must be listed on the Agreement. For eligibility to continue, all adults listed as occupants on the Agreement must reside in the apartment on a full-time basis and all children for a minimum of 50% of the time. Any change in the number of occupants from those listed on this Agreement shall be reported to the Housing Office within five (5) days of its occurrence. A change in the number of occupants is subject to approval by the Housing Office of the University of California, Berkeley.
- OCCUPANCY LIMIT** - The occupancy limit in University Family Student Housing is five (5) years for undergraduate students and six (6) years for graduate students, provided all other terms of this agreement are met. Postdoctoral fellows and visiting scholars are allowed a maximum of two (2) years if there are no registered students on the waiting list.
- LIABILITY** - The undersigned agree that the University is not liable for loss, damage, fire or theft of personal property during undersigned's occupancy of premises from any cause unless such loss, damage, fire or theft results from the negligent acts or omissions of University, its officers, employees, or agents. The University does not assume any liability for articles left on the premises when undersigned vacates. The undersigned are responsible for any damage to the apartment or its equipment, and for maintaining the apartment in a safe and sanitary manner. The undersigned will be given an Apartment Condition Report at the time of occupancy. The undersigned will compare the actual condition of the apartment with that of the Report, and note discrepancies, if any. Unless the Report is returned to the Business Office within three (3) days of occupancy, with exceptions properly noted, it will be assumed that the apartment and its contents are in proper condition, and will reflect such on the Apartment Condition Report. Upon termination of Agreement, or upon vacating the apartment for any other reason, the undersigned shall be liable only for restoration of premises to the same condition it was at the time of occupancy, except for reasonable wear and tear.
- TRANSFER** - Transfer from one apartment to another in Family Student Housing can be effected only upon written approval from the Assignments Office. In case of transfer, the undersigned continues to be liable for rent until the apartment is completely vacant and all keys are returned to the Business Office

in the Family Student Housing complex. If restoration of the apartment is necessary beyond normal wear and tear before the next occupant can move in, an additional maintenance charge will be assessed.

A second transfer may be made ONLY for the following reasons:

- a. if a student or spouse is pregnant, with verification from a physician;
 - b. if the apartment does not meet undersigned's physical needs because of a medical condition as verified by a physician.
6. PETS - No pets are permitted on or near the premises, except for fish in tanks and caged birds. The undersigned, their dependents or guests are not permitted to feed and/or harbor any animals. Violation of this prohibition will result in termination of tenancy.
 7. RIGHT OF ENTRY - The undersigned agree that the University may enter the apartment to conduct safety checks and to conduct an annual inspection of the premises, to conduct an inspection prior to the undersigned's move out, and for any other reason allowed by law. Twenty-four (24) hours notice will be given to the undersigned of the University's intent to enter the apartment, except in cases of emergency or when the undersigned have abandoned or surrendered the premises.
 8. USE OF APARTMENT - The undersigned agree that persons other than those listed on this Agreement shall not occupy premises as permanent residents. The undersigned may have occasional overnight and weekend guests. The undersigned is responsible for the conduct of their guests.
 9. NONWAIVER CLAUSE - 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 undersigned's breach of any provision of this rental agreement shall not be deemed a waiver of such provisions or any prior or subsequent breach of any provision, other than undersigned's failure to make timely payment of the rental installment so accepted, whether or not the University knew of the prior breach when rent was accepted.
 10. UTILITIES - The University shall provide gas, electricity, water, and refuse collection services, with the following noted exceptions. The University is not responsible or liable for disruption of any provisional services. All other utilities, including telephone services, shall be provided by the undersigned. The following may not be installed and/or operated in apartments: air conditioners, portable dishwashers, washers, or dryers. Refrigerators may not be abandoned or stored outside apartments as this is a violation of University policy and state law.
 11. CONDEMNATION - The undersigned agree that if said property is condemned, the University will terminate the agreement and refund all deposits due the undersigned, and the University shall not be liable for any costs or damages suffered by the undersigned as a result of condemnation.
 12. SUBLEASE - The undersigned agree that their rights under this written Agreement are not assignable and the apartment may be subleased only to eligible student families by prior agreement with the Assignments Office.
 13. BUSINESS - Business or commercial activities are prohibited on University property or in leased premises.
 14. NOISE - None of the occupants or their guests shall make any disturbing noise, operate any mechanical, musical, or electrical equipment at such time or such volume, or in a manner that will interfere with the rights and comfort of other tenants. Quiet shall be maintained between the hours of 10:00 pm and 8:00 am week nights, and between midnight and 8:00 am on weekends.
 15. MISREPRESENTATION - Any false statements made on this Agreement will result in immediate termination of agreement.
 16. CHILDREN - The undersigned agree to be responsible for the actions of their children and for their supervision in order to prevent harm to them and/or others or damage to property. The undersigned are financially responsible for the actions of their children.
 17. FLAMMABLES - The undersigned agree not to keep or permit to be kept in or about the premises: ammunition, fireworks, gasoline, naphtha, benzine, or any other chemicals or items that are toxic or explosive in nature. Undersigned agree not to park motorized vehicles including, but not limited to, automobiles, mopeds or motorcycles inside or within ten feet of a building.
 18. FIREARMS - The undersigned agree not to bring weapons of any kind, B.B. guns, pellet guns, air guns, or slingshots, loaded or unloaded, onto any University property. It is unlawful to bring firearms, whether loaded or unloaded, onto University property under section 626.9 of the California Penal Code.
 19. RELOCATION BY UNIVERSITY - The University reserves the right to relocate undersigned to a comparable type of apartment at a comparable rent upon thirty (30) days written notice. Such relocation may be necessary in order to resolve disputes between neighbors, but relocation is not limited to such instances.
 20. DAMAGES - The undersigned agree to pay for any damages resulting from tenant neglect, including, but not limited to fire and water damage. Charges for damages and/or other miscellaneous charges to the apartment during occupancy will be billed to the undersigned, and are due on the first day of the month, and considered delinquent after the 15th day.
 21. TERMINATION -
 - a. By the University - The University may terminate this Agreement and all attendant rights of occupancy upon thirty days notice to the undersigned. The undersigned may be subject to a three-day notice to perform covenant or quit or a three-day notice to quit under any of the following conditions:
 - (1) If undersigned ceases to be a registered student as a result of graduation, transfer, withdrawal, or dismissal.
 - (2) In case of violation of the terms of this Agreement, or University, or University Family Student Housing rules and regulations, or if the undersigned is found guilty of misconduct.
 - (3) Failure to make required payments when due.
 - b. By Undersigned - The undersigned agree to file the Intent to Vacate form at least thirty (30) days prior to vacating, and that, if for any reason the apartment is vacated before the end of the thirty (30) day period, they will continue to be responsible for the payment of the rent for thirty (30) days following the date of the notice. If the undersigned vacates prior to the thirty (30) day and a new tenant is assigned within that period, the rent will be prorated and refunded. The undersigned agree, after the Intent to Vacate form has been filed, to allow the University representative to show the apartment to any prospective tenant(s) on 24 hours notice.Undersigned completing his/her academic work must file the Intent to Vacate notice thirty (30) days prior to the end of the academic term in which they will complete their work. Undersigned completing his/her academic work in the Fall semester must file by January 1. Undersigned completing their academic work in the Spring semester must file by June 1. Undersigned completing his/her academic work during summer must file by August 1.
 22. DEPOSITS - The \$250.00 deposit referred to in section #1 of the Agreement is a deposit to secure payment of the undersigned's obligations under this Agreement. Said deposit will be refunded upon termination of this Agreement after deduction for any of the following: default in payment of rent; any loss or damage to the apartment or its furnishings; and for any necessary cleaning of the apartment beyond normal wear and tear.
 23. CHECK-OUT - The undersigned is responsible for the apartment, including payment of rent, until check-out procedures have been completed (Intent to Vacate notice filed, account paid, apartment cleaned, forwarding address given, move-out inspection completed and keys returned to the Business Office in the Family Student Housing complex).
 24. ABANDONMENT - Upon termination of the Agreement, the undersigned agree to surrender the premises to the University and to remove all personal property. Any property left in the apartment shall be deemed abandoned and the University may take possession of and use or dispose of such property as allowed by law, and is hereby relieved of all liability for doing so. The University may re-enter and take possession of the apartment if it determines that it has been abandoned.
 25. LIQUIDATED DAMAGES - In the event the University prepares and has served a Summons and Complaint and the University and the undersigned subsequently resolve their differences and the University allows the undersigned to continue to reside in the premises, the undersigned agree to pay the University liquidated damages in the amount of \$75 to cover the administrative costs involved in the preparation of the Summons and Complaint in addition to such costs for service as are actually incurred.
 26. SMOKE DETECTORS - Undersigned agree not to dismantle the smoke detector, remove its battery, cover, or tamper with it, and to report to the Maintenance Office any malfunctions.
 27. DEAD BOLTS - Installation of additional dead-bolts or locks/chains on apartment doors is prohibited.
 28. TELEPHONE WIRING - Pursuant to Civil Code section 1941.4, 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 undersigned remains responsible for the telephone and wiring between the telephone and the telephone jack. If there is a problem with telephone service, the undersigned must first determine that the problem is not in the telephone or the wiring running to the telephone jack. Once it is determined that the problem is not in either the telephone or wiring, the undersigned is required to notify the University in writing and then arrange for any necessary repair with their telephone carrier. The actual bill must be presented to the office and the undersigned's University rental account will be credited for the cost of the repair. If the undersigned does not report such problems to the University in advance or does not acquire prior approval from the manager, and incurs a cost for repair, the University shall not be liable for reimbursement to the undersigned for costs incurred for such repair.
 29. GENERAL PROVISIONS - The undersigned certify that the statements on this Agreement are correct, and agree to comply with the terms and conditions of the contract incorporated herein; the rules and regulations pertaining to Family Student Housing occupancy attached hereto; the University regulations regarding standards of conduct; and State and other applicable laws.

Failure to comply with the terms and conditions of this Agreement, and/or rules and regulations of occupancy, and/or University regulations regarding standards of conduct as they presently exist and are subsequently amended or modified, may result in forfeiture of right to occupancy of premises. Appropriate action will be instituted to terminate the Agreement, remove undersigned from the premises, and grant the University possession and damages for breach of said terms and conditions, including the rules and regulations.

The University retains the right to refuse assignment to persons who have been evicted from Family Student Housing or have previously breached a University rental agreement.