



IDA LOUISE JACKSON
APARTMENT LEASE AGREEMENT
Residential and Student Service Programs
University of California, Berkeley
2610 Channing Way #2272
Berkeley, CA 94720-2272

This Jackson House Apartment Lease is made between the REGENTS OF THE UNIVERSITY, hereafter referred to as "University", and the student resident, hereafter referred to as "Undersigned". It entitles the Undersigned to use the apartment only in such manner as set forth by herein and/or in the Terms and Conditions as described in the Jackson House Apartment Guidebook.

(LAST) (FIRST) (MIDDLE)

(PERMANENT ADDRESS) (STREET & APT #)

(CITY) (STATE) (ZIP)

PHONE _____

EMAIL _____

BIRTH DATE _____

SID # _____

MAJOR _____

CLIENT# _____
(Housing Office use only)

PERSON TO NOTIFY IN CASE OF EMERGENCY:

NAME _____

RELATIONSHIP _____

TELEPHONE NUMBER _____

ADDRESS _____
(STREET)

(CITY) (STATE & ZIP)

1. TERM:

The University rents a **SINGLE** occupancy bedroom space to the Undersigned in a shared _____ bedroom apartment number _____ at 2333 College Avenue, Berkeley, CA 94704, beginning _____ and ending _____.

2. RENT:

Rent for premises is **\$853** per month and the Undersigned will be billed through the Loans and Receivables Office via your CARS account. Payment must be made by the first of the month. If rent is not paid by the 15th of the month, a late fee in the amount of \$20.00 for the first month and \$25.00 for subsequent months will be assessed to the Undersigned. If the Undersigned fails to pay rent when due, the University may additionally take one or more of the following actions: lapse student status, block registration, withhold the issuance of transcripts, and/or serve 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 terms of this Lease. Rents are subject to an annual increase each July to cover operating and future construction costs.

3. SECURITY DEPOSIT:

The Undersigned agrees to pay the University a \$250.00 deposit to secure payment of the Undersigned's obligations under this Lease. Said deposit will be refunded upon termination of this Lease after deduction for any of the following: default in payment of rent; any loss or damage to the apartment or its furnishings; any necessary cleaning of the apartment; and for any other reason allowed by law. You are also responsible for damage to common areas. Damage not attributed to specific residents may be divided among apartment occupants.

4. APARTMENT ASSOCIATION FEE:

There is a \$25 Apartment Association fee which will be deducted from your first month's rent. The Apartment Assistants will use the association fee to fund activities planned for residents.

5. UTILITIES:

The University shall provide water, electricity and refuse collection service but cannot assume responsibility for disruption of these services.

6. ELIGIBILITY:

The Undersigned is eligible to rent the room referenced herein only if s/he is and remains a full-time, registered student at the University of California, Berkeley, during the academic year referenced in this Lease. For purposes of this lease, the academic year is defined by the official University calendar. If the Undersigned withdraws or fails to retain registered student status at the University of California, Berkeley, during the academic year, the Undersigned shall not be eligible to occupy the premises.

7. LIABILITY:

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 the premises. Additionally, the Undersigned agrees that the University does not assume liability for loss, damage, fire or theft of personal property from any cause, or for any articles left on the premises when Undersigned vacates. The Undersigned is responsible for any damage to the apartment and for maintaining the apartment in a safe and sanitary manner. The Undersigned is encouraged to insure his/her personal property against fire and theft.

8. RIGHT OF ENTRY:

The Undersigned agrees that the University may enter the apartment after reasonable notice for the purposes of conducting safety checks, performing maintenance, conducting an annual inspection of the premises, showing the room/ apartment to prospective tenants, and for any other reason allowed by law. Entry may be made at any time without notice to the Undersigned in the event of any emergency, when the Undersigned has requested maintenance services, or when the Undersigned has abandoned or surrendered the premises.

9. USE OF APARTMENT

The Undersigned agrees that no other person(s) shall occupy the space leased to Undersigned hereunder. Maximum occupancy of each rented space within a shared apartment is designated as one (1). Business or commercial activities are prohibited on University property or in leased premises.

10. CARE OF APARTMENT:

The Undersigned agrees to immediately notify the Maintenance Office of Residential and Student Service Programs, of any defects or dangerous conditions in and about the premises of which s/he has become aware and cooperate with University in the care and maintenance of the buildings and grounds. Undersigned shall not make or attempt to make any repairs or alterations.

11. PETS:

The Undersigned is not permitted to harbor pets on the premises. Properly trained animals needed to provide assistance to physically disabled residents and fish in less than 20 gallon tanks are accepted. Harboring unauthorized pets shall result in eviction proceedings.

12. TELEPHONE WIRING:

Telephone Service is provided solely by the University's Residence Telephone Services. <http://rts.berkeley.edu>. There is one active telephone line in each residence room with a modular jack connected to the University's telephone system. You must bring your own telephone. Pursuant to Civil Code 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. Each student will be billed a semester service fee for telephone access. For the academic year 2003-2004, the telecommunication fee was \$67.50 per semester charged as a one-time fee each semester to your Centralized Accounts Receivable (CARS) account. If there is a problem with the telephone service, the Undersigned is required to notify the University's Residence Telephone Services, 2484 Shattuck Ave. #1640, Berkeley, CA 94720, telephone 643-7000 (including business days, evenings and weekends) to arrange for any necessary repair between the telephone and the jack or wiring. If the Undersigned 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 Undersigned.

13. SMOKING AND SMOKE DETECTORS:

Undersigned agrees not to dismantle or tamper with the smoke detector and to report any malfunctions to the Maintenance office. Smoking is prohibited in the Jackson House Apartment complex. This restriction also applies to balconies, twenty feet of entrances, or exits, landings, and access ramps.

14. LOCKS AND KEYS:

Installation of additional deadbolts or locks/ chains on apartment doors is prohibited. If the building, apartment, or room keys are lost, the Undersigned will be charged for the replacement or re-keying of the premises.

15. NONWAIVER CLAUSE:

Any waiver or non-enforcement by the University of any term or condition of this Lease shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Lease. Acceptance by the University of any rental payment after Undersigned's breach of 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 installments so accepted, whether or not the University knew of the prior breach when rent was accepted.

16. CONDEMNATION:

The Undersigned agrees that if the premises are condemned, or rendered unusable for any reason, the University will terminate this Lease 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 or inability to use.

17. NOISE:

The Undersigned shall not make any disturbing noise, operate any mechanical, musical, or electric 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 10:00pm and 8:00am week nights, and between midnight and 8:00am on weekends.

18. FLAMMABLES:

The Undersigned agrees not to keep or permit to be kept, in or about the premises any chemicals or items that are toxic or explosive in nature.

19. FIREARMS:

Undersigned agrees to comply with University policy which states that firearms are not allowed on University property, and acknowledges that California Penal Code section 626.9 prohibits the possession of firearms on University of California property.

20. TERMINATION:

The University may terminate this Lease and all attendant rights of occupancy upon thirty (30) 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:

- a. ceasing to maintain registered student status.
- b. allowing unauthorized guests on premises.
- c. allowing pets on the premises.
- d. failing to pay rent promptly.
- e. violating any other terms or conditions of the lease.

The Undersigned may request cancellation of this lease upon thirty days (30) written prior notice for the following reasons:

- a. graduation.
- b. withdrawal from UCB.
- c. marriage.
- d. pregnancy.

The University, in its sole discretion, will determine whether this Lease may be terminated for any of the above reasons.

