



**Manville Apartment Lease Agreement
Residential and Student Service Programs
University of California, Berkeley
2610 Channing Way #2272
Berkeley, CA 94720-2272**

This Manville 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 "Bear Necessities Guide to Living on Campus".

(LAST) (FIRST) (MIDDLE)

(PERMANENT ADDRESS, STREET)

(CITY, STATE ZIP)

(COUNTRY, IF NOT U.S.A.)

BIRTHDATE _____

PHONE _____

EMAIL _____

SID# _____

MAJOR _____

CLIENT # _____

PERSON TO NOTIFY IN CASE OF EMERGENCY

NAME _____

RELATIONSHIP _____

TELEPHONE NUMBER _____

ADDRESS _____
(STREET)

(CITY) (STATE & ZIP)

1. TERMS OF POSSESSION

The University does by this Lease rent apartment _____ at 2100

Channing Way, Berkeley, CA 94704 for the period of time

commencing _____ and ending _____.

In order to confirm assignment, this lease must be completed and returned with a \$250 security deposit. **Please make check or money order** payable to "The Regents of The University of California" and submit to: Single Student Apartment Assignments, Cal Housing, 2610 Channing Way, Berkeley, CA 94720-2272.

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.

2. RENT

The rent to be paid for premises shall be the sum of \$_____ per month. Payment must be made by the first of the month or the due date on the billing statement sent by the Campus Accounts Receivables System (CARS). There will be a late fee charged by CARS when the account becomes delinquent after the 15th of the month. If the Undersigned fails to pay rent when due, the University may 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. Rent is subject to an annual increase.

3. FINANCIAL AID

The Manville Apartments are considered "off-campus" housing for financial aid purposes and may alter your financial aid package.

4. SECURITY DEPOSIT

The \$250 deposit referred to in section #1 is a 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.

5. UTILITIES

The University shall provide water and refuse collection service but cannot assume responsibility for disruption of these services. Undersigned will be responsible for electricity, telephone service, storage and parking.

6. ELIGIBILITY

The Undersigned agrees that the apartment assigned as a result of this Lease shall be used only by said lessee as long as s/he is a registered student (or as approved by exception) during each academic term of each academic year at the University of California at Berkeley. For purposes of this Lease, the academic year is defined as that in the official University catalog. If the Undersigned withdraws or fails to retain registered student status at the University of California, Berkeley, during a term, the Undersigned shall not be eligible to occupy the premises.

7. LIABILITY

The Undersigned agrees that the University does not assume liability for loss, damage, fire or theft of personal property from any cause, nor 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, 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. In the event the Undersigned is vacating the apartment, the Undersigned will permit the University to show the apartment to prospective tenants upon twenty-four (24) hours notice.

9. USE OF APARTMENT

The Undersigned agrees that no other person(s) shall occupy the apartment. Maximum occupancy is one (1). The Undersigned may have occasional guests and is responsible for the conduct of the guests. Business or commercial activities are prohibited on University property or in leased premises.

10. CARE OF APARTMENT

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

Note: Due to the radiant heat conducted from the ceiling, no holes of any size are permitted in the ceiling. The Undersigned shall be liable for any damages to the heating system caused by the Undersigned's actions.

11. PETS

Tenants are not permitted to harbor pets on the premises. Properly trained animals needed to provide assistance to physically disabled tenants, fish in tanks not exceeding twenty (20) gallons are excepted. If the Undersigned is suspected of having an unauthorized pet on the premises, a written notice will be served for removal of the pet and to allow inspection of the premises by Housing staff to verify removal. Failure to comply with either will result in eviction proceedings.

12. SUMMER SUBLEASING

The Undersigned agrees that the rights under this lease are not assignable, either in whole or in part, and the apartment may only be subleased by prior agreement with the Assignments Office. Subleasing will only be allowed between the Spring and Fall semesters if the following conditions are met:

- a. Undersigned is a continuing student
 - b. the Lease is renewed prior to subleasing
 - c. the sublessor is academically affiliated with the University
- Undersigned will be responsible for sublessors' actions and for compliance with the terms of the Lease during the sublease duration. Unauthorized subleasing will be grounds for immediate eviction proceedings.

13. RESIDENT TELEPHONE SERVICES

All university housing apartment bedrooms have an active telephone landline connected to the University's telephone network. In accordance with state law, basic telephone service is provided in all rooms. Active line connections provide emergency 911 access and communications during an emergency. **A mandatory phone service fee (\$67.50 in 2007-08) is charged per semester to all residents living in University housing.** This one-time charge each semester is billed to your CARS account.

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), and access to telephone statements on a secure web site.

Telephone line connection problems should be reported to Communication Network Service repair at 642-9053. All other questions, regarding such topics as billing and phone line features, should be directed to Offsite & Residential Communication Auxiliary (ORCA) by email to rts@berkeley.edu or phone (510) 643-7000.

14. SMOKE DETECTORS

Undersigned agrees not to dismantle or tamper the smoke detector and to report any malfunctions to the Maintenance office.

15. LOCKS AND KEYS

Installation of additional deadbolts or locks/chains on apartment doors is prohibited. If a key is lost, the Undersigned will be charged for the rekeying of the premises.

16. 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 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 installments so accepted, whether or not the University knew of the prior breach when rent was accepted.

17. CONDEMNATION

The Undersigned agrees 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.

18. NOISE

Neither Undersigned nor 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 10:00pm and 8:00am week nights, and between midnight and 8:00am on weekends.

19. 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.

20. FIREARMS

Undersigned agrees to comply with University policy which states that firearms are not allowed on University property, and acknowledges that possession of firearms on such property is expressly prohibited by California Penal Code section 626.9.

21. RELOCATION BY UNIVERSITY

The University reserves the right to relocate Undersigned to a comparable 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.

22. 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. exceeding maximum occupancy of one
- 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.

23. DAMAGES

The Undersigned agrees to pay for any damages resulting from 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.

24. 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 agrees 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 services as are actually incurred.

The Undersigned understands and agrees that the terms and conditions herein above constitute a contract between The Regents of the University of California and the Undersigned.

Please check this box if you have read and agree to the terms and conditions set forth in this lease and the Residential Conduct Policies as stated in "**Bear Necessities, Guide to Living On-Campus**" which is incorporated here in by reference.

http://www.housing.berkeley.edu/student/06_Bear_Necessities_Guide.pdf or may be requested in advance by calling the Cal Housing Office at (510) 642-4108.

25. ABANDONMENT

Upon termination of the lease, the Undersigned agrees 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.

26. GENERAL PROVISIONS

The Undersigned certifies that the statements on this Lease are correct, and agrees to comply with the terms and conditions of the lease herein; the rules and regulations pertaining to occupancy attached hereto and incorporated herein by reference; the University regulations regarding standards of conduct incorporated herein by reference; and State and other applicable laws.

Failure to comply with the terms and conditions of this Lease, 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 this Lease, remove Undersigned from the premises, and grant the University possession and damages for breach of said terms and conditions, including the rules and regulations.

* If student is under 18 years of age, signature of parent or legal guardian is required:

_____ DATE

Print Name: _____

Relationship: _____

Address: _____
(street)

_____ (city) _____ (state & zip)

STUDENT'S SIGNATURE * DATE

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

BY DATE