

UC SAN DIEGO, LA JOLLA DEL SOL HOUSING

AGREEMENT

1. PARTIES:

The parties to this Agreement are the Regents of the University of California, hereinafter referred to as "University" and the undersigned individual(s), hereinafter referred to as "Resident."

Resident agrees to occupy the following University housing, according to the terms and conditions of this Agreement: «Profile__PerCustFldOff1Community» «Profile__PerCustFldOff1Building» «Profile__PerCustFldOff1Apartment», hereinafter referred to as "Space", and agrees to faithfully and fully perform and observe all terms and conditions of this Agreement and the University agrees to permit Resident to occupy these University housing accommodations.

RESIDENT «Profile__Screen_Name» «Profile__Last_Name» (**PID/EID:** «Profile__University_ID»)

DOB: «Profile__Birth_Date» **Phone:** «Address_Permanent_Location_Phone»

Additional Occupants(s):

«Profile__User_Defined_Text_1»
«Profile__User_Defined_Text_3»
«Profile__User_Defined_Text_5»
«Profile__User_Defined_Text_7»
«Profile__User_Defined_Text_10»

Mailing Address

«Address_Permanent_Address1»
«Address_Permanent_Address1b»
«Address_Permanent_Address2»,
«Address_Permanent_State»
«Address_Permanent_Post_Code»
«Address_Permanent_Address3»

2. **TERM:** The term of this Contract begins on «Profile__PerCustFldOff1StartDate» and ends on «Profile__PerCustFldOff1EndDate». Resident(s) is financially liable for the entire term of this Agreement unless officially released by the University in writing.
3. **ELIGIBILITY:** Resident must be, and remain a current UC San Diego staff or faculty, employed in a full time (100% career status) permanent position. Resident must not have any previous or current year outstanding delinquent housing balance. Failure, at any point, to meet the eligibility requirements set forth in this paragraph is grounds for forfeiture of this Agreement, but does not act as a waiver of any sums due under this Agreement. Any changes in eligibility status, including but not limited to, change in enrollment or employment status must be reported, by Resident, in writing to the University within 30 calendar days. Resident's eligibility for University housing may be affected by status changes and/or failure to notify the University of these status changes.
4. **CHARGES:**
 - a. Resident shall pay the University the monthly sum of «Profile__PerCustFldOff1RentalRate» ("Monthly Charges") (effective «Profile__PerCustFldOff1StartDate») and monthly thereafter. «Profile__PerCustFldOff1DualRteText»
 - b. The University may raise or lower the Monthly Charges, unless prohibited by law. Notwithstanding any other provision the University shall have the right to raise or lower the Monthly Charges upon thirty (30) days prior written notice.
 - c. Payments of Monthly Charges are due on the first day of each month without demand or billing at the University of California, San Diego Central Cashier's Office, Mail Code 0009, 9500 Gilman Drive, La Jolla, California 92093-0009, phone number (858) 534-3725. Payments will be applied to the Resident's oldest housing charges first. Checks are to be made payable to "UC REGENTS".
 - d. Resident understands and agrees that if Resident has any outstanding delinquent Monthly Charges, such unpaid balances may result in University holds that restrict access to future goods and services.
 - e. For periods of occupancy within any calendar month, but less than the complete calendar month, the charges for that month shall be 1/30th of the total Monthly Charges for each individual day of occupancy.
 - f. Resident is responsible for electricity; and are responsible for establishing and maintaining a service account in their name. Resident agrees the Landlord may bill the Resident for their portion of any utilities not covered by the Resident's account.

- g. Resident agrees to pay a \$25 fee when an employee of the UC San Diego Police Department provides lock out service. This includes, but is not limited to, Police Officers, Resident Security Officers, and Community Service Officers.

5. CANCELLATION (Prior to the Agreement start date): If Resident wishes to cancel this Agreement prior to their start date, a cancellation notice must be sent to Graduate and Family Housing by email prior to the Agreement start date. Such a cancellation will be effective upon receipt of the notice.

6. TERMINATION (After move-in date):

- a. Termination by Resident: The University hereby agrees that Resident may terminate this Agreement upon written notice submitted to the Housing Office at least thirty (30) days before the move-out date. Resident(s) is responsible for all Monthly Charges and/or any outstanding charges owed, during the thirty days before the move-out date, or until such time as the Apartment is occupied by a new Resident, whichever comes first.
- b. Termination by University: Resident hereby agrees that the University reserves the right, without cause, to terminate this Agreement upon thirty (30) days written notice for any Resident who has resided in the University accommodations for less than one year, or upon sixty (60) days written notice for any Resident who has resided in the University accommodations for one year or more. The University may also terminate this Agreement if:
 - i. Resident ceases to be currently employed or enrolled as a result of graduation, transfer, withdrawal, academic disqualification, suspension, dismissal, and/or is otherwise ineligible for the University accommodations that are the subject of this Agreement (including failing to meet the eligibility criteria contained in paragraph 3 of this Agreement);
 - ii. Resident fails to comply with this Agreement, University's Policy on Resident Conduct and Discipline, and/or other University Policies/Regulations;
 - iii. Resident fails to pay the Monthly Charges and/or any other charges as required by this Agreement;
 - iv. Resident fails to comply with any applicable state and/or federal law; and/or
 - v. An emergency situation warrants termination of this Agreement; non-force majeure emergency situations, as determined in University's sole discretion, may include: damage to or destruction of University buildings, events that threaten the health and/or safety of Residents, employees, and/or the campus community, compliance with state or local health orders, and/or other exigent circumstances.

7. OCCUPANCY:

- a. The University will assign Resident to a specific Space and the University reserves the sole right during the term of this Agreement to reassign Resident to another space. Resident agrees to occupy the assigned Space.
- b. The University reserves the right to assign Resident(s) to maximize the use of all spaces.
- c. Resident cannot assign or transfer this Agreement nor sublet the Space without prior written permission from the University. The Space may not be used for conducting business or commercial enterprises.
- d. Except as provided elsewhere in this Agreement, no other person or persons may occupy the Space for more than two weeks without the prior written consent of the University.
- e. Housing Dining Hospitality is an inclusive organization for all members of UC San Diego's community, including our transgender, non-binary, genderqueer, gender non-conforming and intersex students, staff, and faculty. Because many believe that areas like housing are only for men and women, we strive to ensure all genders, gender identities and gender expressions are included in our housing, dining and hospitality efforts.

8. CONDITION OF SPACE, CLEANING, AND DAMAGE: Resident will inspect the Space and verify that the Space is in good repair and in clean and sanitary condition pursuant to the standard set forth in Section 1941.1 of the California Civil Code. Resident, and not the University, is responsible for cleaning and maintaining appropriate hygiene in Resident's Space. Resident shall complete and submit to the Housing Office the Move-In and Move-Out Inspection Checklist/Room Inventory Form within one week of taking occupancy of their assigned Space. Failure to complete and return the Move-In and Move-Out Inspection Checklist/Room Inventory Form within the specified time shall be construed as acceptance by Resident of the Space and inventory. Defects and damages found after Resident vacates Space, not reported at time of possession of Space as noted on the Move-In and Move-Out Inspection Checklist/Room Inventory Form shall be the sole expense of the Resident.

In the event damages occur during the Resident's occupancy and it is determined that the damages are caused by Resident,

charges will be assessed to the Resident's University account. Charges shall be determined by University at its sole discretion, and payment for such charges shall be made by Resident and is due upon receipt of the notice. Resident agrees, as part of a consideration of this Agreement, to maintain the Space, all fixtures, accessories and appliances belonging thereto, in a good, clean, sanitary and safe condition throughout the term of this Agreement, and upon vacating the Space, to return the Space to the University in the same condition of repair and cleanliness including walls and carpet as when received, exclusive of reasonable wear and tear.

Resident will be liable for any repairs necessary during or after occupancy to restore Space to the original condition, including but not limited to costs to clean, repair, replace or rebuild any portion of the Space, furniture and fixtures damaged by the Resident, Resident's guest or invitee and all costs incurred in connection therewith shall constitute additional charges due and owing from Resident on demand. In the event the cause of any loss or damage to the University properties cannot be determined after reasonable investigation by the University, the prorated cost of such move, loss or damage shall be charged to all Resident occupants in that area responsible for such properties, regardless of whether Resident was present at the time that the move, loss or damage occurred.

9. MOVE-OUT/VACATING THE SPACE:

- a. Resident shall vacate the Space immediately upon termination of this Agreement, or no later than midnight on the last day of the Term of this Agreement, whichever occurs first. Failure to vacate will result in Resident being liable to the University for daily damages equal to the current monthly market value of the unit, divided by 30, plus any additional actual damages.
- b. Resident shall return the Space in the same condition as it was received, subject to normal wear and tear as determined by the University.
- c. Resident must return the keys and complete the established check-out procedures through the Housing Office. Vacating without completing the established check-out procedures shall result in Resident being charged for daily damages equal to the current monthly market value of the unit, divided by 30, until such time as such procedures are completed.
- d. Resident shall pay the University for costs to clean, repair, replace, or rebuild any portion of the Space, furniture and fixtures damaged by the Resident, Resident's guest or Resident's invitee.
- e. Resident may request a preliminary inspection prior to vacating. Such request must be made at least two (2) weeks prior to the last day of the term of this Agreement. Resident has the right to be present during the inspection.
- f. Continuing to remain in the Space after the expiration of the Term of this Agreement, without the prior written consent of the University, is unauthorized, and Resident shall be liable to the University for all of its damages.

10. ABANDONMENT: If the University determines the Space has been abandoned, it may dispose of any remaining property as allowed by law and University policy. Resident shall be liable for any costs incurred by the University in disposing of said property, including, but not limited to, storage costs. Abandonment does not relieve Resident of the obligation to pay any and all charges required by this Agreement, including the Monthly Charges. Resident is responsible to pay the Monthly Charges up to the full term of this Agreement or until such time as the space is occupied by a new Resident pursuant to a University housing agreement, whichever comes first.

11. CONDUCT OF RESIDENT:

- a. Resident is subject to the University group living environment in which Residents are assigned space shared with other Residents. Resident agrees to respect the rights of other occupants and all other members of the University community, and to behave in a manner conducive to the harmonious group living environment developed and fostered by each Housing Office. Furthermore, Resident is responsible for the activities and behavior of their guests. University may terminate this Agreement if Resident demonstrates an ongoing inability to abide by the requirements and expectations for such group living.
- b. Resident and Resident's guest(s) shall not violate any criminal or civil law, ordinance or statute in the use of and occupancy of the Space, commit waste or nuisance, annoy, molest or interfere with any other person, roommate, or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law. Resident shall refrain from creating, or allowing to be created, any noise that is disturbing to other occupants or roommates. Resident is also responsible for compliance with any applicable local noise ordinances.

- c. Resident agrees to abide by all University policies, rules, and regulations, including but not limited to the [UC San Diego Resident Conduct Code](#).
- d. Resident may not charge, in their apartment, any micro-mobility device (such as an e-scooter) that is owned by someone other than Resident in exchange for compensation received by Resident.
- e. Resident agrees that the University may take appropriate action, including termination of this Agreement for conduct which is found by the University to be in violation of any such rules or conduct which is otherwise detrimental to the welfare of the Residents, employees or the physical properties of the University.

12. MODIFICATIONS AND REPAIRS: Resident shall not install improvements, including but not limited to appliances such as air-conditioners and dishwashers, or use molly bolts, screws or fastening device on walls, ceiling or woodwork, or alter, repaint or redecorate. Resident shall not perform or arrange for non-UC San Diego staff to perform any repairs to damages, or corrections of deficiencies, whether during or upon the termination of the Term, and hereby waives any right Resident may have to make such repairs or corrections. The foregoing shall not limit Resident's right to request that University repair damage, correct deficiencies, or otherwise service the Space during the term of this Agreement. Resident is responsible to promptly report deficiencies and damages to the Fix It Hotline at (858) 534-2600. Notification to the University should be immediate in an emergency situation. Notwithstanding such a request, Resident shall be liable for any damages or deficiencies caused by Resident or Resident's guest's negligence or improper usage, and will be billed accordingly.

13. FIRE DETECTION & SAFETY EQUIPMENT: The apartments are supplied with smoke detection devices. The detector(s) in this apartment is in proper working order. Upon occupancy it shall be the Resident's responsibility to regularly test the detector(s) to ensure that the device(s) is in operable condition. Resident agrees to inform the University immediately in writing of any defect, malfunction or failure of such detector. It is a criminal offense to disconnect or otherwise impair the function of this device. Tampering with fire detection or safety equipment will be subject to disciplinary action and termination of Agreement. If building alarm is activated due to the Resident's negligence or malicious act the Resident will be charged a \$200 fee.

14. MOLD NOTIFICATION: Mold occurs naturally in the environment and there currently exist no federal or state standards for permissible levels of molds. The Resident is required to take steps to control growth of mold and mildew by keeping the Space clean and well-ventilated, particularly when showering, bathing, or washing dishes or clothes. The Resident is required to notify the University promptly by contacting the Fix It Hotline at (858) 534-2600 about the existence of moisture, water leakage or overflow in or about the Space.

15. LEAD-BASED PAINT HAZARD NOTIFICATION: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Although the University knows of no such hazards Resident acknowledges the receipt of these two pamphlets, entitled "Protect Your Family from Lead in Your Home" located at <https://www.epa.gov/lead/protect-your-family-exposures-lead>, and "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools" located at <https://www.epa.gov/lead/lead-renovation-repair-and-painting-program>. NOTE: The existence of lead on the property is not, by itself, cause for termination of this Agreement.

16. ASBESTOS NOTIFICATION: Housing built before 1981 may contain asbestos. Any asbestos-containing material (ACM) has been encapsulated or removed, as specified by law. The ceilings are inspected by UC San Diego Environment, Health & Safety staff during annual housing inspections. However, disturbance or damage to certain ceilings may increase the potential exposure to these substances. Resident or Resident's guest shall not take or permit any action which in any way damages or disturbs the ceiling or any part thereof, including but not limited to piercing the ceiling by drilling or any other method, hanging objects, attaching or replacing fixtures, or doing any repairs to any portion of the ceiling, or undertaking activity which results in building vibration that may cause damage to the ceiling. Resident shall notify the University immediately in writing upon occurrence of any such damage or any other deterioration of the ceiling, including but not limited to flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling.

17. INFECTIOUS DISEASE

- a. **COVID-19 WARNING.** The University's housing accommodations are congregate living facilities, which may present a risk of exposure to the COVID-19 virus, a virus that can cause serious illness and death. To reduce your risk of infection, practice frequent hand washing, social distancing, and other measures recommended by public health officials. For more information, visit <http://www.cdc.gov> and <http://www.cdph.ca.gov>.
- b. **WAIVER OF CLAIMS.** Resident waives the right to any claim against University related to or arising from the acquisition of or exposure to any infectious disease.

- c. **LIMITATION OF LIABILITY.** Neither University, nor any of its campuses or medical centers, nor any of its 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.
- d. **NO WARRANTY.** UNIVERSITY MAKES NO WARRANTY WITH RESPECT TO THE SAFETY OF THE SPACE WITH REGARD TO ANY INFECTIOUS DISEASE.

- 18. ENTRY OF THE UNIT BY THE UNIVERSITY:** Resident agrees to permit the University to enter the Space for inspection, maintenance, improvement purposes, and for any reason allowed by law, and/or for health and safety reasons, including the following:
- a. In case of emergency;
 - b. To make necessary or agreed repairs, inspections, alterations or improvements, supply services required to maintain the building or to ensure compliance with health and safety regulations;
 - c. When Resident has abandoned or surrendered the Space; and/or
 - d. To show a prospective Resident.

Except in cases of emergency, the University will give Resident twenty-four (24) hour notice of planned entry. Resident agrees to waive the 24-hour notice requirement to allow University personnel to enter Resident's Apartment when Resident has requested a service or inspection for the Space.

- 19. CONSTRUCTION AND RENOVATION:** Major construction projects in and around the vicinity of the UC San Diego campus are scheduled throughout the year, including local governments' Light Rail Transit (LRT) construction projects, and new construction, remodeling or repair of UC San Diego academic, residential and dining facilities. Construction activities are expected to occur during normal daytime working hours, and will result in disturbances and disruptions, including, but not limited to, increased traffic, noise and dust in the areas surrounding the housing facilities, and campus in general. There will be both planned and unplanned utility shutdowns in the housing facilities. By signing this Agreement, Resident agrees and acknowledges that there will be disturbances and disruptions resulting from construction, and has agreed to such.

- 20. PERSONAL PROPERTY INSURANCE:** The University and its employees and agents assume no responsibility for the loss, theft, damage or destruction to Resident's personal property kept in Resident's assigned Space or in the housing facilities from any cause whatsoever. The University requires Resident to procure private insurance relating to their personal property.

- 21. MISSING PERSON NOTIFICATION POLICY:** Residents residing in on-campus housing have the option to identify individuals to be contacted by the University in the event the Resident is reported missing. The confidential contact information will be accessible only to authorized campus officials and may not be disclosed except to law enforcement personnel in furtherance of a missing person investigation. If you would like to designate a confidential contact, visit the Housing Office. Please note that if a Resident is under 18 years of age and not emancipated, a custodial parent or guardian will be contacted in the event the Resident is reported missing, in addition to any confidential contact designated by the Resident.

22. BED BUG NOTICE AND INFORMATION ABOUT BED BUGS:

- a. A Resident shall not bring onto a property any personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident's guests.
- b. The Resident is responsible to promptly report findings or suspicion of bed bug infestation to the Fix It Hotline at (858) 534-2600.
- c. **Bed bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length, and their color can vary from red and brown to copper colored. Young bed bugs are only about 1/16 of an inch in length, and they have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes 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.
- d. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day and bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.
- e. **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.

- f. Common signs and symptoms of a possible bed bug infestation:
 - i. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls.
 - ii. Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - iii. Very heavily infested areas may have a characteristically sweet odor.
 - iv. Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- g. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association at <http://www2.epa.gov/bedbugs> and <http://www.pestworld.org/all-things-bed-bugs/>.
- h. Resident must cooperate with inspections and to provide requested information that is necessary to facilitate the detection and treatment of bed bugs by the pest control operator.
- i. Resident shall fulfill the responsibilities for unit preparation before any scheduled treatment, including management of personal belongings and furnishings as described in the pest control operator's treatment checklist.
- j. Resident must vacate the unit as required by the pest control operator for treatment purposes and shall not re-enter the unit until directed to do so.

- 23. NOTICE:** 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 <http://www.meganslaw.ca.gov/>. Depending on an offender's criminal history, this information, for example, may include the community of residence, address, and/or zip code at which the offender resides.
- 24. WAIVER OF BREACH:** The waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt of the room and board payment with the knowledge of any violation of a covenant or condition of this Agreement shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Agreement.
- 25. BREACH OF AGREEMENT:** In the event that Resident breaches this Agreement, the University shall be allowed to exercise and pursue any and all remedies permitted by law.
- 26. UNENFORCEABLE TERMS OR CONDITIONS:** If any provision in this Agreement is found to be illegal, void or unenforceable by a Court of competent jurisdiction, the remaining provisions shall continue in effect.
- 27. INDEMNIFICATION AND ATTORNEY'S FEES:** Resident agrees to indemnify and hold the University harmless from any actions, claims, losses, damages, and expenses the University may sustain as a result of negligence of Resident and/or Resident's guest or invitee.
- 28. ADMINISTRATION:** The Resident shall provide any notice required in this Agreement to The Regents of the University of California, HDH Housing Administration, 9500 Gilman Drive, Mail Code 0382, La Jolla, CA 92093-0382, phone number (858) 534-4010.
- 29. CERTIFICATION:** Resident certifies that statements made in connection with this Agreement are true and correct and that the Resident has read, understands, and agrees to comply with the terms and conditions of this Agreement. Any false statements made by Resident on this Agreement or in connection with it will result in immediate cancellation or termination of this Agreement.
- 30. Animals** are prohibited in our communities without prior written consent of the University. Dogs are not allowed except as service animals in any community. Residents with an assistance or service animal should contact the Office for Residents with Disabilities. Guest animals are not permitted at any time. A violation is grounds for termination of this Agreement. The University will approve two indoor cats, caged birds, and fish in aquariums with a 30 gallon or less capacity, per apartment. A signed pet addendum and a \$250 pet deposit will be required for up to 2 indoor cats. If you do have an approved animal, it must be kept on a leash and under the control of a responsible person.
- 31. FORCE MAJEURE:** The University shall not be deemed to be in default of or to have breached this Agreement due to any delay or failure in performance resulting from any "Force Majeure" event, such as acts of God, communicable disease

(including epidemics and pandemics), acts of civil or military authorities, civil disturbances, wars, labor disputes, fire, flood, earthquake, transportation contingencies, judicial or governmental order or similar occurrences beyond the University's reasonable control. Should the University reasonably anticipate that the Force Majeure event will last more than fourteen (14) calendar days, the University may terminate this Agreement upon written notice to Resident.

32. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions as agreed upon by the parties regarding the subject matter of the Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. Resident represents that no promise, inducement, or agreement not herein discussed has been made between the parties on the subjects addressed herein.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Michael Salas

Michael Salas, General Manager

UC San Diego HDH

«Profile Screen Name» («Profile First Name») «Profile Last Name»

Resident's Electronic Signature

«Feature Current Date»

Date Signed