Terms and Conditions

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Important Information

Checklist

☐ Read and understand the Terms and Conditions of Residence
☐ Apply for housing at www.studenthousing.ucsc.edu
☐ Select your preferred contract option (Ten and twelve-month contract options are available)

Acknowledgment: After submitting your online application you will be sent an acknowledgment e-mail that will include your application number and a summary of the preferences expressed on your application.

Valid Housing Contract: Once you submit your application and it is accepted by the university your contract is valid until June 30, 2006.

Cancelling Housing Contract: Prior to taking residence, if your plans change and you are unable to live in university housing you must send written notification to the Campus Housing Office in order to cancel your application/contract. All cancellation requests must be in writing (e-mail, fax, letter) and include your full name, Student ID number, and reason for cancelling. Cancellation fees may apply. After taking residence, requests for housing contract cancellation will only be considered according to Section V on page 3.

Contact Information: If you have questions about the information contained in the instructions or in the following Terms and Conditions of Residence, please call the Campus Housing Office at 831-459-2394 or e-mail housing@ucsc.edu.

Disability-Related Housing Accommodation Needs:

Medical documentation must be submitted with your request form. Contact the Disability Resource Center (DRC) via e-mail: drc@ucsc.edu, Fax: 831-459-5064, Phone: 831-459-2089 or URL: www2.ucsc.edu/drc

Release of Information (ROI): The disclosure of information from student records is governed by the federal Family Education Rights and Privacy Act of 1974, as amended (FERPA), and is intended to protect the student's right to privacy. Information regarding a student's housing/dining charges cannot be discussed or released to any third party, including a parent or legal guardian, without the student's consent. Student may authorize the Campus Housing Office to discuss financial information (housing and dining charges) with a third party (e.g., parent, legal guardian, etc.) by completing the online Release of Information (ROI) authorization process (www.studenthousing.ucsc.edu).
This contract is an agreement between a registered University of California Santa Cruz student, hereinafter called “Student,” and the Regents of the University of California, hereinafter called “University.” The following terms and conditions shall prevail when a 2005-06 Graduate Student Housing Application is approved by a representative of the Regents of the University of California for a room in a graduate student apartment.

I. Eligibility

Student entering into the housing contract must be a regularly enrolled full-time registered graduate student of the University of California, Santa Cruz, during the 2005-06 academic year and/or the 2005 summer quarter. Other students may be housed by exception. However, the resident shall be obligated, whether a registered student or not, to pay for any services provided to the resident.

II. Period of Residence and Term of Contract

A. University will furnish Student with residence within the complex of the Graduate Student Housing facilities as noted below.

1. The term of a twelve-month contract is for an entire year beginning at 10 a.m. on Friday, July 1, 2005, and ending at 6 p.m. on Friday, June 30, 2006. The monthly rate for the twelve-month contract is $725.00.

2. The term of a ten-month contract encompasses the entire academic year, beginning at 10:00 a.m. on Thursday, September 1, 2005 and ending at 6:00 p.m. on Friday, June 30, 2006. The monthly rate for the ten-month contract is $725.00.

B. Late Arrival: Students who have not occupied their assigned space by 5:00 p.m. one day after the scheduled move-in date or have not made arrangements with University for late arrival will no longer be guaranteed housing.

C. Failure to Move: Students who vacate the space later than required under the period of residence specified herein or as otherwise agreed between University and Student are subject to a $100 per day liquidated damages charge as well as any other charges allowed by law.

D. Summer occupancy (July through August) following the contract period may be available if space permits. Students who reside at Graduate Student Housing during the summer only will be required to complete a contract amendment and will be billed the above monthly rate.

III. Residence and Housekeeping Provisions

A. Personal Property: University assumes no responsibility for and is not liable for any loss or damage to Student’s personal property - nor is it responsible for any loss or imposition resulting from the interruption of essential services for reasons beyond the control of University.

B. Notice for Entry: Student’s residence may be entered by University authorized personnel (1) for cleaning, inventory, maintenance, safety alterations and repair only upon two days notice unless consent is given by resident. All maintenance requests initiated by Student imply said consent. University shall be deemed to have given said notice by a posting on Student’s door; (2) in an emergency as determined by University without advance notice and whether or not Student is present, provided, however, when Student’s residence is entered University will, within seventy-two (72) hours, inform Student in writing of the conditions which warranted entry; (3) between quarters, when at the option of University, units may be entered without written or verbal notice; (4) according to a pre-determined cleaning/maintenance inspection schedule presented to Student and/or posted in common areas; (5) for any reason otherwise allowed by law.

C. Visitors: Students are not allowed to provide housing to visitors for more than three (3) days without prior written permission from University and their roommates/housemates; and may not provide housing for visitors for more than a total of fifteen (15) days during one academic year. In addition, no individual visitor may remain for more than three (3) consecutive days without prior written permission from University and their housemates; and no individual visitor may remain for more than a total of fifteen (15) days during one academic year. Resident is responsible for the behavior of any visitor(s) and is also financially responsible for any damages resulting from the presence of her/his visitor. Visitation for more than three consecutive days (or fifteen days during one academic year) shall result in a per diem charge to the hosting resident(s) and may result in student judicial action. Any resident may request a visitor to leave pursuant to University policy.

D. University Maintenance: University agrees to provide lodging, furnishings, utilities, and kitchen facilities. University will maintain on a regular basis the following items: drapes, carpet cleaning, painting, and laundry of chair covers and mattress pads. However, unusual or excessive damage to these items (as determined by University) will result in charges to Student.

E. Student Maintenance: Student agrees to maintain her/his residence unit, and jointly maintain kitchenette, bathrooms, and common areas, in a clean, safe, sanitary condition and, upon termination of residency, leave said premises in a clean
and orderly condition as determined by University. Failure to maintain a clean, safe residence may result in termination of contract, student judicial action, restitution, and denial of future housing at any University sponsored residence.

F. Student Liability:

1. Liable for Loss or Damage: Student is individually liable for loss or damage to the assigned residence and its furnishings; and will be held jointly and individually liable for damage to the entire residence unit, not just his or her living space, in accordance with University policy unless proof of individual responsibility is made.

2. Liable for Excessive Utility Use: Charges for utilities and normal wear-and-tear are included in the residence rate. However, Student may be individually liable and may be billed for excessive utility use.

G. Health and Safety: Student shall not engage in any behavior or activity which endangers the health, safety, or well-being of Student, or other residents or their guests, and/or other individuals.

H. Mold: Mold occurs naturally in the environment, and there currently exist no federal or state standards for permissible levels of mold. Student is required to take steps to control the growth of mold and mildew by keeping the premises clean and well ventilated, particularly when showering, bathing, or washing dishes or clothes. Student is required to notify University immediately upon notice of the existence of water leakage or overflow in or about the premises.

IV. General Provisions and Policies

A. Parking: Parking is not included in the residence rate.

B. Room Assignments: University will endeavor to assign Student to a residence space which meets Student’s preference(s) noted on her/his application, but specific unit or roommate assignments are not guaranteed. University maintains the right to assign or reassign Student to any university-sponsored residence space that is available and to initiate adjustments to the room rate based on the actual room accommodation. Students will be expected to welcome new roommate(s). Further, University maintains the right to reassign Student, with or without Student’s permission, to an on or off-campus residential location in the event of an actual or impending natural disaster, or the existence of another condition involving the health and/or safety and well-being of Student(s) which conditions would reasonably justify such relocation.

C. Non-Discrimination: University does not discriminate on the basis of race, color, national origin, religion, sex, handicap, sexual orientation, or age in any of its policies, procedures, or practices.

D. Non-Transferable Contract: This contract and the right of occupancy conferred are not transferable or assignable.

E. Prohibited Items: Student agrees to comply with University policies and regulations which are incorporated herein by reference. This includes but is not limited to provisions, which prohibit:

   1. pets
   2. possession of firearms
   3. all illegal use of alcohol and other drugs
   4. possession, or consumption of alcohol by minors
   5. possession of kegs or other common source containers of alcohol, and possession or use of drug paraphernalia.

Additionally, actions related to hate/bias directed toward an individual or personal or public property are prohibited. Students are responsible for being aware of and in compliance with all University policies, rules, and regulations, which apply to their residential life, including Dining Hall policies. Student’s conduct while in residence may result in termination of contract, financial liability for the term, and affect future eligibility for any UC Santa Cruz residence.

F. Smoke-free Environment: In accordance with University policy for a smoke-free environment, all residential facilities are smoke-free.

G. Furniture: Furniture may not be removed from any residence room or common area without the expressed approval from University in accordance with written University policy. Only bunk beds or lofts provided by the university are permitted.

H. Switching Rooms: Residents may not switch assigned rooms without the written approval from University in accordance with written University policy.

I. Keys: University will provide a room key to each student. Student agrees not to have this key copied and not to let it be used by anyone else. In addition, Student agrees to be responsible for the replacement costs for this key and re-keying of the room/apartment in accordance with University policy in the event that it becomes lost or stolen.

J. Regulations: Regulations of the University and the residential facility to which Student is assigned are incorporated into this contract by reference.

K. E-mail: In order to communicate necessary housing business, Student is expected to have a valid University e-mail account and to regularly update personal information via the online Student Portal. Furthermore, Student shall check this account on a regular basis.
L. **Construction**: Construction and/or remodeling or repair of academic and residential buildings on the UC Santa Cruz campus in the vicinity of the residence halls and apartments is scheduled for the 2005-06 academic year. Construction is expected to occur during normal day time working hours, but will result in disturbances and disruptions, including, but not limited to, increased noise and dust in the area surrounding the residence halls and apartments. There may also be both planned and unplanned utility shutdowns in the residence halls and apartments. By agreeing to these terms and conditions, Student agrees that s/he has been advised of said construction, and acknowledges that there will be disturbances and disruptions resulting from construction and has agreed to such.

V. **Termination and Modification of Contract**

A. **Cancellation or Termination by University**: This contract and all rights of occupancy hereby conferred may be terminated by University under the following circumstances:

1. Without cause, given a written 30 days notice.
2. Given written 3 days notice if Student fails to comply with any term or condition of this contract.
3. Given written 3 days notice if Student fails to make the required payments when due or to maintain regular student status in a degree-seeking program. (Continued delinquency in payment may result in lapse of Student status.)
4. Given less than 3 days notice if termination is required to protect health, safety, or well being of Student, other persons, or the property of University.
5. Termination of contract at any University residence may result in denial of housing at any UC Santa Cruz housing facility, on or off campus.

B. **Cancellation or Termination by Student**: Requests for cancellation of this contract by Student may be granted under the conditions listed below:

1. Student graduates.
2. Student withdraws or takes a formal leave of absence from University.
3. Student is registered and engaged in a program of study, which necessitates residence outside of Santa Cruz County.
4. Student receives special University permission due to verified medical, personal or financial hardship.

C. **Approval of Cancellation or Termination**: The Assistant Director for Student Residential Services (or designee) must approve in writing all requests for housing cancellations with an official termination date before Student may be considered released from this contract. Moving out or turning in keys without official approval does not constitute termination of this contract.

D. **Cancellation Fee**: If the Assistant Director for Student Residential Services approves a cancellation request, a $100 cancellation fee ordinarily will be charged to Student.

E. **Contract Modification**: This contract may be modified only upon mutual agreement of Student and University, except as otherwise allowed in these terms and conditions. Any agreed upon modification(s) shall be recorded as amendment(s) to the contract by the Campus Housing Office.

F. **Vacating Residence**: When a cancellation request is approved, Student must be completely moved out by 6 p.m. on the effective date of the cancellation unless permission is granted by University for Student to remain on a day-to-day basis. In this case, Student will be charged a per diem rate for any period of residence beyond this date.

G. **Waiver**: Any waiver or non-enforcement by 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 University of any rental payment after Student’s breach of any provision of this contract agreement shall not be deemed a waiver of such provision or any prior or subsequent breach of any provision, other than Student’s failure to make timely payment of the housing payment so accepted, whether or not University knew of the prior breach at the time such payment was accepted.

H. **Housing Appeals Process**: In the event that a request for cancellation is denied at Student's assigned University residence, Student may request a review by the Housing Appeals Board.

VI. **Payment and Refunds**

A. **Advance Housing Fee**

1. A $150 Advance Housing Fee is required in order to apply for a space in Graduate Student Housing. If Student accepts occupancy, the advance fee will be applied to the first month’s residence rate.

   a. **New graduate students** must pay the $150 advance housing fee within fourteen (14) days from the date the online application/contract is submitted. Failure to send payment may result in Student’s application being cancelled and any housing space being forfeited.

   b. **Continuing graduate students** (and any eligible undergraduates) may submit an online application with a deferment of the $150 advance housing fee. Students who utilize this deferment must pay
this fee on or before the payment deadline of the month residence begins. (Please note refund/billing schedule below.)

2. **Failure to Take Occupancy:** If Student elects not to take occupancy of a reserved housing space, a portion of the advance fee shall be retained by University according to the schedule and circumstances set forth below. Student agrees that the actual damages for her/his decision not to or failure to take occupancy are extremely difficult or impractical to determine, and that the amount withheld constitute liquidated damages. All or part of the $150 advance housing fee will be refunded, or billed if fee was deferred as noted above, only as specified below.

   a. **Notification of Cancellation:** Student must give written notification to the Campus Housing Office stating her/his intention not to accept her/his reserved housing. An email from Student will be accepted as notification.

   b. If written notification is received on or before June 10, 2005, **$100 will be refunded.** ($50 will be billed if $150 has been deferred.)

   c. If written notification is received after June 10, 2005, **no portion** of the $150 housing fee will be refunded.

   d. Students with deferments will be billed for the non-refundable portion of the advance housing fee as noted above.

3. **Waiting List**

   New students who file a wait list housing application must **pay the $150 advance housing fee within fourteen (14) days** from the date the online application/contract is submitted. Failure to send payment may result in Student’s application being cancelled. Continuing students may defer this fee as noted above.

   a. Student must notify the Campus Housing Office in writing if s/he is no longer interested in remaining on the waiting list for Graduate Student Housing. An email from Student will be accepted as notification.

   b. A full refund of the $150 advance housing fee will be given if written notification is received prior to University assigning a housing space.

   c. Student may forfeit the $150 advance fee if a space is offered and Student fails to take occupancy.

B. **Residence Rate**

1. **Proration:** The residence rate is charged monthly according to the contract period of residence. If a Student takes late occupancy of a space during the first two weeks of the contract period, no residence rate adjustment shall be made. If Student takes occupancy after the first two weeks of the contract period, a residence rate adjustment shall be made if Student was scheduled to commence occupancy on the later date or such late occupancy and residence rate adjustment has been approved in writing by University.

2. **Abandonment:** A portion of the residence rate may be refundable if the contract is terminated for causes pursuant to Paragraph V. In the event Student abandons the residence, Student shall be liable for the full residence rate for the balance of the contract period, as well as any other costs incurred by University as a result of such abandonment, unless and to the extent that a replacement Student is assigned to the same space and/or University has waived such liability in writing.

3. **Payment of Housing Charges:** The residence rate is due and payable on the first of each month. A **$25.00 late fee** will be assessed for each late payment received after the following dates:

   - **Summer 2005:** Jul. 20, Aug. 19
   - **Fall Quarter:** Sept. 13, Oct. 20, Nov. 21
   - **Winter Quarter:** Dec. 20, Jan. 20, Feb. 20
   - **Spring Quarter:** Mar. 20, Apr. 20, May 22
   - **Summer 2006:** Jun. 20

   * Summer due dates apply to students on the twelve-month contract.

   Due dates subject to change. For updates, visit us online at: www.housing.ucsc.edu

   Monthly billing statements are mailed to all students having unpaid University charges. However, payment is due each month whether or not a billing statement is received.

   a. Cashier’s checks, personal checks, or money orders are to be payable to the U.C. Regents, and mailed to the Cashier’s Office, University of California, 1156 High Street, Santa Cruz, CA 95064. Do not send cash.

   b. **Returned Checks:** After two instances of personal checks being refused payment by Student’s bank, Student may be required to make future housing payments in secured funds (cash, cashier’s check, or money order).

   4. University may raise the residence rate up to five percent (5%) if circumstances warrant and thirty (30) days prior written notice is given to Student.
Notice: The California Legislature has enacted a penal code section, which requires an agreement for residential real property to contain the following notice regarding the availability of information on registered sex offenders. The University of California, Santa Cruz, is providing this notice in keeping with the spirit and intent of the new code section.

This notice is not intended as a statement or implication that any University facility is susceptible to or has experienced any problems with sex offenders. Until recently, the information maintained by law enforcement agencies was not accessible to the public, and this notice is a method of making a change in the law widely known to the public. Please contact the Santa Cruz County Sheriff’s Office (831-454-2311) if you have any questions regarding this database.

Housing Appeals Process

STUDENT INITIATED REQUEST FOR HOUSING CONTRACT CANCELLATION OR MODIFICATION

Student
ACTION:
• Student initiates request by contacting Housing Coordinator.

REASONS:
ACADEMIC
• Graduation Petition for graduation filed at Registrar’s Office.
• Transfer to Another Institution Transfer/leave of absence petition filed at college office.
• Academic Transfer to Another UCSC Change of college filed at Registrar’s Office/housing contract filed at new college/ Campus Housing Office (CHO).
• Exchange Program/EAP/Field Study Letter of acceptance from exchange program (i.e., EAP) or verification that visiting student’s program will end.

GENERAL WITHDRAWAL
EXCEPTIONS
• Move to another UC Santa Cruz Housing Facility
• Financial Hardship
• Medical
• Residential Life Issue (roommate conflict, etc.)

College Administrative Officer (CAO) or Associate College Administrative Officer (ACAO)
ACTION:
• CAO/ACAO/AD RDS consults with student. Contract cancelled.
• Student notified of appeal procedures.
• Student must submit letter outlining grounds for appeal.
• CAO or RM provides additional documentation for Appeal Board.
• All documentation, including the original cancellation request, are forwarded to Assistant Director for Student Housing Services (AD-SHS) prior to the appeals meeting.

Housing Appeals Board (HAB)
ACTION:
• Housing Appeal Board reviews request and corresponding materials, makes decision and responds to student in writing (letter and/or e-mail).

HAB Members:
• AD-SHS
• Manager for Campus Housing
• 2 CAOs
• University Dining Operations Manager (as needed for meal plan appeals)

UNIVERSITY INITIATED REQUEST FOR HOUSING CONTRACT CANCELLATION OR MODIFICATION

Registration Cancelled
Student no longer eligible to remain in university housing

OR

Contract Violation
• Non-payment of fees (Campus Housing Office initiates eviction proceedings)
• Disciplinary (College or Residence Manager initiates request)
Housing Billing and Payment

Housing Payment Plan Options
The Campus Housing Office offers a monthly housing payment option at no additional charge. The monthly payment plan requires you to make payments each month during the contract period.

Payment Deadlines
The monthly rate is due and payable on the first of each month. This is not a postmark deadline, so please allow sufficient time for mailing. If you do not receive a billing statement—for whatever reason—you are still obligated to make payments by the deadline. If you receive a billing statement and no housing charges are posted on your account, please call our office right away.

It is your responsibility to keep the Campus Housing Office informed of any payment delays—no matter what the source of money (financial aid, outside scholarship, personal funds, etc.). Our preference is to work with you if you are having difficulty meeting a payment deadline. A deferment of the due date, without a late fee, may be approved if you contact us prior to the payment deadline.

Late Fees
Late fees are assessed if payment is not posted to your account by the established due date of each month. Each late fee is $25. This is not a postmark deadline, so please allow sufficient time for mailing. When the due date falls on a weekend or holiday, payments are due the next working day.

Financial Aid Recipients
If you receive financial aid, your award/s will be credited directly to your student account. Financial aid awards are credited to the registration fees first, and any remaining award/s are then credited to your housing charges.

Notes:

Housing Calendar 2005-06

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>July 1, 2005</td>
<td>Twelve-month contracts begin.</td>
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<tr>
<td>September 1, 2005</td>
<td>Ten-month contracts begin.</td>
</tr>
<tr>
<td>September 22, 2005</td>
<td>Instruction begins for Fall Quarter.</td>
</tr>
<tr>
<td>December 5, 2005</td>
<td>Finals begin.</td>
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<tr>
<td>December 8, 2005</td>
<td>Finals and Fall Quarter end.</td>
</tr>
<tr>
<td>January 5, 2006</td>
<td>Instruction begins for Winter Quarter.</td>
</tr>
<tr>
<td>March 20, 2006</td>
<td>Finals begin.</td>
</tr>
<tr>
<td>March 23, 2006</td>
<td>Finals and Winter Quarter end.</td>
</tr>
<tr>
<td>April 4, 2006</td>
<td>Instruction begins for Spring Quarter.</td>
</tr>
<tr>
<td>April 17-24, 2006</td>
<td>Priority Filing Period for 2006-07 housing.</td>
</tr>
<tr>
<td>June 12, 2006</td>
<td>Finals begin.</td>
</tr>
<tr>
<td>June 15, 2006</td>
<td>Finals and Spring Quarter end.</td>
</tr>
<tr>
<td>June 30, 2006</td>
<td>Twelve and ten-month contracts end</td>
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</table>

Housing Rates

<table>
<thead>
<tr>
<th>Room Type</th>
<th>10-Month Contract</th>
<th>12-Month Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$725</td>
<td>$725</td>
</tr>
</tbody>
</table>

Payment Schedule and Due Dates

Monthly Billing

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Due Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summer 2005*</td>
<td>July 20, August 19</td>
</tr>
<tr>
<td>Fall Quarter</td>
<td>September 13, October 20, November 21</td>
</tr>
<tr>
<td>Winter Quarter</td>
<td>December 20, January 20, February 20</td>
</tr>
<tr>
<td>Spring Quarter</td>
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<td>Summer 2006</td>
<td>June 20</td>
</tr>
</tbody>
</table>

* Summer due dates apply to students on the twelve-month contract.

Due dates subject to change. For updates, visit us online at: www.housing.ucsc.edu
Campus Housing Office
104 Hahn Student Services Building
University of California, Santa Cruz
Santa Cruz, CA 95064
PHONE: 831.459.2394
FAX: 831.459.3665
E-MAIL: housing@ucsc.edu
WEB: www.housing.ucsc.edu

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