## 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, 2007.

## CANCELLING HOUSING CONTRACT:
Prior to taking residence, if your plans change and you are unable to live in university housing, you must login to Student Housing Online, [www.studenthousing.ucsc.edu](http://www.studenthousing.ucsc.edu), and cancel your application/contract. Cancellation fees may apply. After taking residence, requests for housing contract cancellation will only be considered according to Section V on page 4.

## 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.

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### Disability-Related Housing Accomodation 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, TTY: (831) 459-4806 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 2006-07 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 2006-07 academic year and/or the 2006 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 Saturday, July 1, 2006, and ending at 6 p.m. on Saturday, June 30, 2007. The monthly housing rate for the twelve-month contract is $751.00.

2. The term of a ten-month contract encompasses the entire academic year, beginning at 10:00 a.m. on Friday, September 1, 2006 and ending at 6:00 p.m. on Saturday, June 30, 2007. The monthly rate for the ten-month contract is $751.00.

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 predetermined 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 exists 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 the preference(s) noted on Student’s 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.
I. **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 2006-07 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 Student 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. **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 only under the conditions listed below:

1. **Student graduates.**
2. **Student withdraws** or takes a formal **leave of absence** from University.

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### Housing Contract Cancellation or Modification Process

**Academic**

**STEP 1 PICK UP FORMS**
- Contact Housing Coordinator (HC)
- Related Forms:
  1. Request for Housing Contract Cancellation or Modification Form

**STEP 2 RETURN FORMS**
- Return completed form to Housing Coordinator:
  1. Request for Housing Contract Cancellation or Modification Form
  2. Related forms
- Provide documentation, if needed

**STEP 3 REVIEW/NOTIFY**
- Housing staff reviews request and notifies student of decision in writing (letter and/or e-mail)

**STEP 4 APPROVED/DENIED**
- Approved/Denied
- See Housing staff for further information

**Financial**

**STEP 1 PICK UP FORMS**
- Contact Housing Coordinator (HC)
- Related Forms:
  1. Request for Housing Contract Cancellation or Modification Form
  2. Financial Advisory Form
  3. Budget Worksheet

**STEP 2 RETURN FORMS**
- Return completed forms to Housing Coordinator:
  1. Request for Housing Contract Cancellation or Modification Form
  2. Financial Advisory Form
  3. Budget Worksheet
- Provide documentation and personal statement

**STEP 3 REVIEW/NOTIFY**
- Housing staff reviews request and notifies student of decision in writing (letter and/or e-mail)

**STEP 4 APPROVED/DENIED**
- Approved/Denied
- See Housing staff for further information

**Medical**

**STEP 1 PICK UP FORMS**
- Contact Housing Coordinator (HC) and, if appropriate, contact the DRC
- Related Forms:
  1. Request for Housing Contract Cancellation or Modification Form
  2. Medical Advisory Form
  3. Medical Care Provider Form
- Fill out and bring to your personal physician
- Read Medical Documentation Guidelines

**STEP 2 RETURN FORMS**
- Return completed form to Housing Coordinator:
  1. Request for Housing Contract Cancellation or Modification Form
  2. Medical Advisory Form
- Follow up with physician to forward Medical Care Provider Form to Student Health Center Medical Director
- Provide documentation, if needed

**STEP 3 REVIEW/NOTIFY**
- Housing staff reviews request and notifies student of decision in writing (letter and/or e-mail)

**STEP 4 APPROVED/DENIED**
- Approved/Denied
- See Housing staff for further information

**Other**

**STEP 1 PICK UP FORMS**
- Contact Housing Coordinator (HC)
- Related Forms:
  1. Request for Housing Contract Cancellation or Modification Form

**STEP 2 RETURN FORMS**
- Return completed form to Housing Coordinator:
  1. Request for Housing Contract Cancellation or Modification Form
- Provide documentation and personal statement

**STEP 3 REVIEW/NOTIFY**
- Housing staff reviews request and notifies student of decision in writing (letter and/or e-mail)

**STEP 4 APPROVED/DENIED**
- Approved/Denied
- See Housing staff for further information
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: University 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 University 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 housing contract cancellation or modification 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. Eligible students 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, University, according to the schedule and circumstances set forth below, shall retain all or part of the advance housing fee. Student agrees that the actual damages for Student’s 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 only as specified below.

   a. Notification of Cancellation: Student must login to Student Housing Online, www.studenthousing.ucsc.edu, and cancel application/contract for Student’s reserved housing.

   b. If cancellation is completed on or before June 16, 2006, $100 will be refunded. ($50 will be billed if $150 has been deferred.)

   c. If cancellation is completed after June 16, 2006, 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

Students may file a wait list housing application with a deferment of the $150 advance housing fee.

   a. Student must login to Student Housing Online, www.studenthousing.ucsc.edu, and cancel application if no longer interested in remaining on the waiting list for University housing.

   b. If the $150 advance housing fee has been paid, a full refund will be given if cancellation is completed prior to University assigning a housing space. Student may forfeit all or part of the $150 advance housing fee if space is offered and Student fails to take occupancy.

   c. If the $150 advance housing fee has been deferred, deferment will be cancelled with no charge if cancellation is completed prior to University assigning a housing space. Student will be billed for all or part of the $150 advance housing fee if 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 2006**: Jul. 20, Aug. 19
- **Fall Quarter**: Sept. 13, Oct. 20, Nov. 21
- **Winter Quarter**: Dec. 20, Jan. 22, Feb. 20
- **Spring Quarter**: Mar. 20, Apr. 20, May 21
- **Summer 2007**: Jun. 20

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

Due dates subject to change. For updates, visit us online at: [www.housing.ucsc.edu](http://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 UC 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.

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**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 disclosable 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 at (831) 454-2311 if you have any questions regarding this database.

The California Department of Justice, sheriff’s departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain a Sex Offender Identification Line through which inquiries about individuals may be made. This is a (900) telephone service. Callers must have specific information about neighborhoods is not available through the (900) telephone service.

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**Notice:** The State of California Information Practices Act of 1977 (effective July 1, 1978) requires the University to provide the following information to individuals who are asked supply information about themselves:

The principal purpose for requesting the information on this form is to process applications for housing. State and/or Federal statute and/or University policy authorize maintenance of this information.

Furnishing specifically designated information requested on this form is mandatory — failure to provide such information will delay or may even prevent completion of the action for which the form is being filled out. Information furnished on this form may be used by the University of California, Santa Cruz and will be transmitted to the State and Federal governments as required by law.

Individuals have the right to review their own records in accordance with University personnel policy and collective bargaining agreements. Information on applicable policies and agreements can be obtained from campus, Laboratory, or office of the President staff and Academic Personnel Offices.

The official responsible for maintaining the information contained on this form is: Student Housing Services, Assistant Director.
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 2006-07

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>July 1, 2006</td>
<td>Twelve-month contracts begin.</td>
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<tr>
<td>September 1, 2006</td>
<td>Ten-month contracts begin.</td>
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<td>September 21, 2006</td>
<td>Instruction begins for Fall Quarter.</td>
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<tr>
<td>December 4, 2006</td>
<td>Finals begin.</td>
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<tr>
<td>December 7, 2006</td>
<td>Finals and Fall Quarter end.</td>
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<tr>
<td>January 4, 2007</td>
<td>Instruction begins for Winter Quarter.</td>
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<tr>
<td>March 19, 2007</td>
<td>Finals begin.</td>
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<tr>
<td>March 22, 2007</td>
<td>Finals and Winter Quarter end.</td>
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<tr>
<td>April 3, 2007</td>
<td>Instruction begins for Spring Quarter.</td>
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<tr>
<td>June 11, 2007</td>
<td>Finals begin.</td>
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<tr>
<td>June 14, 2007</td>
<td>Finals and Spring Quarter end.</td>
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<tr>
<td>June 30, 2007</td>
<td>Twelve and ten-month contracts end.</td>
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Housing Rates

<table>
<thead>
<tr>
<th>Room Type</th>
<th>10-Month Contract</th>
<th>12-Month Contract</th>
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</thead>
<tbody>
<tr>
<td>Single</td>
<td>$751</td>
<td>$751</td>
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</table>

Payment Schedule and Due Dates
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 2006**: July 20, August 21
- **Fall Quarter**: September 13, October 20, November 21
- **Winter Quarter**: December 20, January 22, February 20
- **Spring Quarter**: March 20, April 20, May 21
- **Summer 2007**: June 20

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

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