SUMMER SESSION HOUSING

Terms and Conditions | 2006

IMPORTANT: Read all of the instructions carefully

CHECKLIST

- Read and understand the Terms and Conditions of residence
- Apply for housing at www.studenthousing.ucsc.edu
- Select the appropriate housing option based on your enrollment in a Summer Session term

SUMMIT BILLING STATEMENT WITH YOUR PAYMENT: During the online application process you will be required to print the Billing Statement form. In order to complete your application the signed form and your full payment must be received in the Campus Housing Office within 14 days of the date you submit your application or prior to move-in, whichever is sooner. Failure to do so will void your application. If you are under 18 years old, a parent or legal guardian signature is also required on the Billing Statement.

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 for the entire 2006 summer session.

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, and cancel your application/contract. Cancellation fees may apply. After taking residence, requests for housing contract cancellation will only be considered according to Section VI on page 3.

CONTACT INFORMATION: If you have questions about billing, or the information contained in the following Terms and Conditions of residence, please call the Campus Housing Office at (831) 459-2394 or e-mail housing@ucsc.edu.

For other housing or residential life questions, contact the Merrill College Student Life and Housing Office at (831) 459-5233 or e-mail 06_sum_session_hsg@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, 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).
The following terms and conditions shall prevail when a 2006 Summer Session Housing application/contract is approved by a representative of the Regents of the University of California for room (and board) in a residence unit at UC Santa Cruz. Once approved, this contract is a binding agreement between a registered University of California Santa Cruz Summer Session student, hereinafter called “Student,” and the Regents of the University of California, hereinafter called “University.”

I. Eligibility and Priority

A. Eligibility

1. Student must be enrolled and registered in a Summer Session term at the University of California, Santa Cruz. In the event Student converts from the foregoing category, Student’s right to remain on the premises ceases and Student may remain only upon the prior written approval of University. Any resident of the premises, regardless of eligibility, shall be obligated to pay University in accordance with the payment provisions of this contract for rent, fees and any services provided to the resident.

2. Student must possess a valid student ID number to be eligible to submit an online housing application/contract.

B. Priority

1. Housing applications and room assignments will be processed on a first-come, first-served basis. Housing is limited and priority will be given to students who submit their application and required payment on or before May 31, 2006.

II. Term of Contract/Period of Residence

A. The term of this contract is for the Summer Session term specified in the online application/contract.

B. Late Arrival: Students who have not occupied their assigned space by 5 p.m. the day following the contracted day or have not made arrangements with University for late arrival may no longer be guaranteed housing.

C. Failure to Move: University has the right to enter a student’s assigned space and remove student’s personal belongings if Student has not vacated room by 12 p.m. on the final day of the contract period. Student may be charged a fee for moving and storage of personal belongings.

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 during the term of this contract without prior written permission from University and their roommates/housemates. Resident is responsible for the behavior of any visitor(s) and is also financially responsible for any damages resulting from the presence of Student’s visitor. Visitation for more than three consecutive days 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 cleaning services for the common areas of each residence hall. 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 residence unit 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 Student's 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. Student is required to notify University immediately upon notice of the existence of water leakage or overflow in or about the premises.

I. Cooking and cooking equipment (e.g. hot plates) are not allowed in the residence rooms or other areas of the residence halls.

IV. General Provisions and Policies

A. Parking: Students possessing any motor vehicle on campus agree to pay all applicable parking fees and to abide by UC Santa Cruz campus rules and regulations which forbid the keeping of any motor-driven vehicle in or about the residence buildings.

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 residence halls and apartments 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 Summer Session period. 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. **UC Santa Cruz Dining**

A. A **Summer 14 Meal Plan** is required for all Summer Session residents. This plan provides the Student with 14 meals to use by Student (or guests) each week in designated campus dining halls. Unused meals do not transfer over to the next week.

B. **Meal Plan Policies**
   1. **First and Last Meals and Dining Regulations:** Brunch will be the first meal served on day residences open **summer session.** Dinner will be the last meal served on the final day of exams each quarter.

3. **Student ID:** Students must show proper UCSC identification at every meal. Student identification and privileges are nontransferable. Access is by card swipe only. Lost cards should be reported immediately.

4. **Misuse:** Misuse of Student’s meal plan may result in forfeiture of the meal plan with no refund.

5. **Guests:** Student may bring a guest into the dining halls utilizing one meal from Student’s Summer 14 Plan. Flexi Dollars also may be used to treat a guest in the dining halls.

7. **Flexi Dollars:** Flexi Dollars, which can be used at participating retail establishments on campus, are included with all meal plans. Additional Flexi Dollars may be contracted for, and arrangements can be made to add Flexi Dollars to any meal plan. Unused Flexi Dollars of $10.00 or more are refundable at the end of the contract period upon written request to the Campus Housing Office. No refunds will be made on Flexi Dollar balances of less than $10.00. Any remaining unused Flexi Dollars shall be forfeited and become the property of University after two years of inactivity on your Flexi Dollars account.

Dietician: A registered dietician is available to discuss any dietary concerns. Questions about specific dietary requirements should be addressed before agreeing to the Terms and Conditions of residence. Contact Nancy Jackson, RD at the Student Health Center at (831) 459-2500 or e-mail njackson@ucsc.edu.

VI. **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, fails to maintain the required student status, or breaches any term of this contract.
   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. Request for Cancellation or Termination by Student: Requests for cancellation of this contract by Student may be granted only under the conditions listed below:

1. Student withdraws from Summer Session or takes a leave of absence for verified academic, medical, financial, or military reasons.
2. Student is registered and engaged in a program of study which necessitates residence outside Santa Cruz County.
3. 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. Requests for cancellation of this contract by Student ordinarily will be granted without the $100 cancellation fee only under the conditions listed above (B., 1-3).

E. Contract Modification: This contract may be modified due to extraordinary circumstances, as determined by University, only upon mutual agreement of Student and University. Any such modification(s) shall be recorded as amendment(s) to the contract by the Campus Housing Office.

F. Vacating Residence: When a contract is cancelled, Student must be completely moved out by 12:00 p.m. of the official termination date unless permission is granted by University for Student to remain on a day-to-day basis. In this case, Student may be charged a per diem rent for any period of residence beyond this date.

G. Waivers: 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.

VII. Payment and Refunds

A. Proration: The residence rate is charged in advance of each summer session term.

1. If Student takes late occupancy of a space during the first two weeks of the session, no residence rate adjustment shall be made.

2. If Student takes occupancy after the first two weeks of the session, 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.

3. If Student terminates this contract during the first week of a session, the student will be charged for the entire week.

4. If Student terminates this contract after the first week, a portion of the room and board charges will be refundable only if Student receives written permission to terminate the contract pursuant to these terms and conditions.

5. If University initiates a termination of this contract, Student will be refunded a pro rata portion of any prepaid charges.

B. Abandonment: A portion of the residence rate may be refundable if the contract is terminated for causes pursuant to Paragraph VI. In the event Student abandons the residence, Student shall be liable for the full residence rate for the balance of the summer session term year, 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.

C. Payment of Housing Charges: The residence rate is due and payable in full within 14 days of submitting an online application/contract or prior to move in, whichever is sooner. Failure to submit full payment will result in automatic termination of application/contract.

1. A check written on a U.S. Bank (checks written on a Foreign Bank not accepted), money order, or credit card number for the full amount of room and board must be returned with the signed contract agreement form to the Campus Housing Office. Cashier’s checks, personal checks, or money orders are to be payable to the U.C. Regents. Do not send cash.

2. Financial aid recipients must make arrangements directly with the Campus Housing Office for payment.

3. No room assignment will be confirmed until full payment has been received. Personal checks refused payment by your bank will result in forfeiture of any reserved space and assessment of a returned check fee. Late payments may be assessed a $25 late fee.

D. Failure to Take Occupancy: If Student does not take occupancy, the residence rate minus a $50.00 University administrative service cost, will be refunded. The parties agree that the $50.00 is a liquidated damages charge to cover the University’s costs because it is extremely difficult or impractical to determine the University’s actual damages from Student’s failure to take occupancy. Refunds or credit card adjustments will be processed within 14-21 days.

E. For a Student-initiated termination, this contract will be considered terminated based on the effective date approved by University.

F. Residence Rate: 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.
Housing Calendar Summer 2006

**April 17, 2006**  Summer Session Registration begins. Housing application process begins.

**May 31, 2006**  Priority deadline for housing applications and required payment(s)

**June 23, 2006**  Deadline to register for 8-week, 7-week sessions, and five-week 5A sessions.

**June 25, 2006**  Housing contracts begin for 10-week, 8-week, 7-week, and five-week 5A Summer Sessions.

**June 26, 2006**  Instruction begins for 10-week, 8-week, 7-week, and five-week 5A Summer Sessions.

**July 4, 2006**  Holiday. (no classes held)

**July 28, 2006**  Instruction ends for 5A Summer Session. Deadline to register for five-week 5B session.

**July 29, 2006**  5A Summer Session housing contracts end at noon.

**July 30, 2006**  Housing contracts begin for five-week 5B session.

**July 31, 2006**  Instruction begins for 5B Summer Session.

**August 11, 2006**  Instruction ends for 7-week Summer Session.

**August 12, 2006**  7-week Summer Session housing contracts end at noon.

**August 18, 2006**  Instruction ends for 8-week Summer Session.

**August 19, 2006**  8-week Summer Session housing contracts end at noon.

**September 1, 2006**  Instruction ends for 10-week and five-week 5B Summer Sessions.

**September 2, 2006**  10-week and five-week 5B Summer Session housing contracts end at noon.

Housing Billing and Payment

The residence rate is charged in advance of each summer session term. As part of the online application process, all students are required to print a “billing statement” and return it, with payment, to the Campus Housing Office (address included on the statement form). Accepted forms of payment include personal check, cashier's check, money order, or credit card. Checks and money orders should be made payable to the UC Regents. To complete your application and confirm your housing space, the billing statement and your full payment must be received within two weeks of the date you submit your application. Failure to do so may void your application.

**Late Fees**

Late fees are assessed if full payment is not posted to your account by the established due date. Each late fee is $25.

**Financial Aid Recipients**

Financial aid recipients must make payment arrangements directly with the Campus Housing Office for payment. No room assignment will be confirmed until full payment has been received.

Payment Schedule and Due Dates

Full payment must be received within two weeks of the date you submit your application or prior to move-in, whichever is sooner.

Room and Meal Plan Rates

These are per-person rates and include room charges and 14 meals per week in a campus dining hall

<table>
<thead>
<tr>
<th></th>
<th>10-week</th>
<th>8-week</th>
<th>7-week</th>
<th>5A: 5-week</th>
<th>5B: 5-week</th>
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<td>2-person room</td>
<td>$2,553</td>
<td>$2,035</td>
<td>$1,776</td>
<td>$1,292</td>
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</tr>
<tr>
<td>1-person room</td>
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<td>$2,695</td>
<td>$2,352</td>
<td>$1,692</td>
<td>$1,692</td>
</tr>
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**Note:** Students enrolling in both 5-week (5A and 5B) summer sessions terms should submit a housing application/contract for the 10-week housing option. Students who opt to sign up for each individual 5-week housing application/contract will be required to move out during the period between contracts or arrange to pay the room and board charges for the additional day.
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.

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.