Terms and Conditions

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CHECKLIST

☐ Read and understand the Terms and Conditions of residence
☐ Apply for housing at studenthousing.ucsc.edu
☐ Rank your preferred room options
☐ Select your meal plan
☐ Review and submit application

UNDER 18 YEARS OF AGE: If you are under 18 years of age, print the required Housing Contract Agreement form during the online application process. Have your parent or legal guardian sign and return the form to the Campus Housing Office.

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.

DURATION OF HOUSING CONTRACT: Once you submit your application and it is accepted by the university your contract is valid for the entire 2007-08 academic year.

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, 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 VII on page 8.

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, 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 (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 representative of the Regents of the University of California approves a 2007-08 University Inn Housing Application. The University Inn is a multi-use housing complex at 611 Ocean Street in downtown Santa Cruz and is comprised of double and single residence hall type rooms for UC Santa Cruz students. In addition to the student rooms, a portion of the University Inn operates as a hotel and conference site.

I. Eligibility
Resident must be a regularly enrolled full-time registered student of the University of California, Santa Cruz. Other students may be housed by exception. However, the resident shall be obligated, whether a registered student or not, to pay University in accordance with the payment provisions of this contract for any services provided to the resident.

II. Term of Contract
The term of this contract is for the entire academic year commencing with the opening of the residence for the fall quarter, or subsequent quarter, and terminating at the end of the spring Quarter (excluding winter break).

III. Period of Residence
A. Schedule: University will furnish Student with residence within the University Inn facility during the academic year 2007-08 according to the following schedule.

FALL

Saturday, Sept. 22, 2007, Residences Open, Dining Service Begins with Brunch
(Note: Some colleges may require an earlier move-in for new students, and dining service will be provided for boarding students. Continuing students may be required to move in on a later date.)
Thursday, Sept. 27, 2007, Instruction Begins
Thursday, Dec. 13, 2007, Dining Service Ends at Dinner
Friday, Dec. 14, 2007, Residences Close 12 noon

WINTER

Monday, Jan. 7, 2008, Residences Open 10 a.m., Dining Service Begins with Dinner
Tuesday, Jan. 8, 2008, Instruction Begins
Friday, Mar. 21, 2008, Dining Service Ends at Dinner
Saturday, Mar. 22, 2008, Residences Close 12 Noon

Winter Break Stay Over Policy
The period of residence between fall and winter quarters is not covered by this contract. Students must petition University to remain in residence during any portion of the winter break (December 14, 2007 through January 6, 2008). Although no fee will be assessed for either the first weekend or last weekend of the break period, students wishing to stay late or return early must still apply for an exception. Please note that dining service in the dining halls is not available during this time.

To Apply: Complete the online winter break application by December 3, 2007 (studenthousing.ucsc.edu). Students will be notified of application approval or denial no later than December 10, 2007.

Fee Schedule:
First Weekend: Dec. 14-16 Fee: None
Week 1: Dec. 17-23 Fee: $100
Week 2*: Dec. 24-30 Fee: $150
Week 3: Dec. 31-Jan. 4 Fee: $100
Last Weekend: Jan. 5-6 Fee: None
* Week 2 requires a more substantial fee due to the requirement to provide staffing specifically for students in residence during the “campus closure” when campus offices are closed.

Late Sign-up Fee: An additional $50.00 fee will be assessed for any student who files a contract extension request after the application deadline and is approved to stay in residence.

Unauthorized Stay Overs:
• Any student who returns without prior authorization during weeks 1, 2 or 3 will be subject to the standard stay over fee (as outlined above). Student will also be assessed the $50.00 late sign-up fee.
• Any student who stays during the “first weekend” and/or returns during the “last weekend” without prior authorization will be assessed the $50.00 late sign-up fee.
Spring Break: The period of residence between winter and spring quarters is covered by this contract. Although there is no additional fee, Student may be required to submit a written request to remain in residence during any portion of the break period.

SPRING

Sunday, Mar. 30, 2008, Residences Open 10 a.m., Dining Service Begins with Dinner
Monday, Mar. 31, 2008, Instruction Begins
Friday, Jun. 13, 2008, Dining Service Ends at Lunch (1 p.m.)
Friday, Jun. 13, 2008, Residences Close 12 Noon
(Note: Students may be asked to move out on an earlier date if all spring quarter finals are completed.)

B. Failure to Take Occupancy: Students who have not occupied their assigned space by 5:00 p.m. one day prior to the first day of academic instruction or have not made arrangements with University for late arrival will forfeit their reserved housing space and any housing guarantee status. See above for specific dates.

C. Failure to Move: Students who vacate the space later than required under the periods 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.

IV. 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 University responsible for any loss or imposition resulting from the interruption of essential services for reasons beyond the control of University. Student is strongly advised to obtain personal property/renters insurance to insure personal property.

B. Notice for Entry: Student’s residence may be entered by University authorized personnel (1) for 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 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. Use: Assigned space is for residential purposes only and may not be used in any manner other than as a personal residence. Activities of a business or commercial nature are not permitted on University property. Student shall not pursue any business in their room, or on the premises. Student may not inscribe or affix any sign, advertisement, or notice on any part of the inside or outside of the buildings or premises in connection with any business or service.

E. Furniture and Alterations:

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

2. Student shall make no alterations, improvements, or additions to the premises with prior written approval of the University. Student is responsible for the cost of the removal by University staff of any additions or improvements and returning the premises to their original condition.

F. Room Assignments:

1. 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
assigments 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.

2. Student will be expected to welcome new roommate(s)/housemate(s).

3. 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, which conditions would reasonably justify such relocation.

G. Unauthorized Room Changes: Student may not move to another room from their assigned room without prior written approval from the University. Unauthorized room change may result in Student being required to return to the original assignment, denied the opportunity to participate in any other room change, and/or termination of the housing contract. Violation of this policy may result in student judicial action and/or denial of future housing in any university housing facility.

H. Utilities: The University agrees to provide electricity, water, and refuse disposal service. However, the University shall not be liable for failure to provide any of these services when such failure is caused by conditions beyond the control of the University.

I. University Maintenance: 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.

J. Student Maintenance:

1. Student agrees to maintain residence unit in a clean, safe, sanitary condition and, upon termination of residence, 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 in any University housing facility.

2. Student accepts responsibility for promptly notifying University of all conditions that require repair. University personnel will perform all necessary repairs, painting, or other alterations to residence.

3. Student agrees to bear the cost of the repair of any damage to or restoration of the building, equipment, or furnishings resulting from neglect or willful act of the Student, Student's guests, or other persons for whom the Student is responsible.

4. Student may not perform or arrange for others to perform any repairs to damages or any corrections of deficiencies in the premises whether during the Student's tenancy or upon the termination of tenancy. The foregoing shall not limit the Student's right to request that the University repair damage, correct deficiencies, or otherwise service the premises during the tenancy. Notwithstanding such a request, the Student shall be liable for any damages done to the premises or deficiencies created by the Student, normal wear and tear excepted.

K. Student Liability: 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 or apartment, not just Student's living space, in accordance with University policy unless proof of individual responsibility is made.

L. Keys and Lockout:

1. University will provide residence key(s) to each student. Student will not duplicate any University key and will not let any University key be used by anyone else. Student agrees to be responsible for key replacement costs and re-keying of the residence in accordance with University policy in the event that any University key becomes lost, damaged or stolen.

2. Students must carry keys and ensure that their door is secured at all times. If a student locks themselves out more than three (3) times in an academic year, there is a service fee of $15 upon the fourth lock out and every lock out thereafter.

3. All keys to University locks are to be returned at the end of tenancy. The cost of any keys not returned, as well as the costs of any subsequent lock change(s) shall be paid by the Student.

M. 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.

N. 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.

O. University agrees to provide lodging, furnishings, utilities, and cleaning service for the common areas of each residence hall.

P. University agrees to provide cleaning service for the residence rooms every other week.

Q. Student agrees to leave all residential facilities including eating areas, common lounges and bathrooms in a clean and orderly fashion after using said facilities. Student(s) will be held jointly and individually liable for loss or damage to said facilities and will be billed accordingly.

R. Cooking and cooking equipment with exposed heating elements (e.g. hot plates) are not allowed in the residence rooms or other areas of the residences except as expressly permitted by University.

V. General Provisions and Policies

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

B. 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.

C. University and College Policies, Rules, and Regulations:

1. 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.

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

3. Actions related to hate/bias directed toward an individual or personal or public property are prohibited.

4. 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.

D. 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. possession of firearms

2. all illegal use of alcohol and other drugs

3. possession, or consumption of alcohol by minors

4. possession of kegs or other common source containers of alcohol, and possession or use of drug paraphernalia.

E. Animals and Pets: No pets (except fish in a 10-gallon tank or smaller aquarium) are allowed in the residential communities. This prohibition applies to Students and to any visitor regardless of the length of visit. Student is liable for any damage caused by pets or containers holding pets.

F. Smoke-free Environment: In accordance with University policy for a smoke-free environment, all university housing facilities are smoke-free. Smoking is prohibited in all university housing facilities, including student rooms and apartments, community rooms, bathrooms, lounges, common areas, cafés and dining halls. Additionally, smoking is prohibited in all indoor public spaces at UC Santa Cruz —both academic and residential. This no smoking policy includes exterior stairways, decks and balconies. Smoking outside is permitted only in designated areas, at least 25 feet away from all building and air intakes and not in any wooded or bush areas.

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Emergency Contact Information: In order to communicate necessary information to a parent or legal guardian in an emergency situation (e.g., earthquake, fire, flood, civil disturbance), Student is expected to provide valid emergency contact information through Student Housing Online (studenthousing.ucsc.edu) and to keep information current.

G. Student Rights and Responsibilities:

1. Student agrees to comply with all University policies, procedures and regulations regarding student conduct and all applicable federal, state, and local laws which are incorporated herein by reference. Students are responsible for knowing all such University policies, procedures and regulations as set forth in official University publications including the Policies and Regulations Handbook, Student Life and Housing Guides, and residential handbooks. The University reserves the right to make other rules and regulations as in its judgment may be necessary for the safety, care and cleanliness of the premises and for the preservation of order. The student agrees to abide by all additional rules and regulations that are adopted. Student
violations of these rules and regulations may become the basis for disciplinary action against the Student which may include termination of the contract and initiation of eviction proceedings.

2. Student agrees to respect the rights, privileges and property of other members of the University community and visitors to the campus.

3. The following acts subject the Student to University disciplinary procedures, including possible termination of their university housing contract: violation of federal, state or local laws and ordinances, University policies and regulations outlined in the University Policies and Regulations Handbook, Housing and Residential Life policies and regulations, community living expectations.

H. **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. **Parking:** Parking is not included in the residence rate.

J. **Construction:** Construction and/or remodeling or repair of University academic and residential buildings is scheduled for the 2007-08 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. There may also be both planned and unplanned utility shutdowns. 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.

### Housing Contract Cancellation or Modification Process

#### Academic

**STEP 1 PICK UP FORMS**
- Contact Housing Coordinator (HC)
- Related Form(s):
  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, if needed

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

#### Financial

**STEP 1 PICK UP FORMS**
- Contact Housing Coordinator (HC)
- Related Form(s):
  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)
- See Housing staff for further information

**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
- If meal plan waiver requested, you must first meet with UC Santa Cruz Dining for accommodation. Complete top of Meal Plan Accommodation Form and provide all relevant documentation.
- Related Form(s):
  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)
- See Housing staff for further information

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

#### Other

**STEP 1 PICK UP FORMS**
- Contact Housing Coordinator (HC)
- If meal plan waiver requested, you must first meet with UC Santa Cruz Dining for accommodation. Complete top of Meal Plan Accommodation Form and provide all relevant documentation.
- Related Form(s):
  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
VI. UC Santa Cruz Dining

A. Students assigned to the University Inn are required to contract for one of three meal plans.

1. 7-Day Plan: provides Student with unlimited access to the available dining halls seven days per week. Meals are “all you care to eat” for Student, with four (4) guest meals each quarter. Fifty (50) mandatory Flexi Dollars are included and billed separately each quarter.

2. 5-Day Plan: provides Student with unlimited access to the available dining halls Monday through Friday. Meals are “all you care to eat” for Student, with four (4) guest meals each quarter. Fifty (50) mandatory Flexi Dollars are included and billed separately each quarter.

3. 75-Meals-Per-Quarter: Full value meal plan allowing Student (and guests) 75 meals throughout the quarter; unused meals do not carry over to the next quarter; Fifty (50) mandatory Flexi Dollars are included and billed separately each quarter. Supplemental meals may be purchased in increments of ten.

Dietitian: A meal plan is a required component to this University housing contract. Any questions or concerns about specific dietary needs should be addressed before agreeing to these Terms and Conditions of residence. We will work to accommodate your needs as much as possible. In addition to UC Santa Cruz Dining staff, a registered dietitian is also available to discuss any dietary concerns. Contact Nancy Jackson, RD at the Student Health Center at (831) 459-2500 or e-mail njackson@ucsc.edu.

C. Meal Plan Policies

1. First and Last Meals and Dining Regulations: Brunch will be the first meal served on day residences open fall quarter. Some colleges require an earlier move-in for fall quarter, and dining service will be available. Dinner will be the first meal served on the day residences open winter and spring quarters. Dinner will be the last meal served on the final day of exams for fall and winter quarters. Lunch will be the last meal served on the final day of this residence contract. For the Thanksgiving break, lunch will be the last meal served on the Wednesday prior to the holiday, and dinner will be the first meal served on the Sunday following the holiday.

2. Dining Locations: Students may eat their meals in any of the five dining halls on campus, as well as the University Inn, when open. University reserves the right to open or close each dining facility throughout the year as demand may warrant.

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 or ID card may result in forfeiture of the meal plan with no refund.

5. Guests: Students may bring a guest into the dining halls utilizing the meal portion of the 55- or 75-Meals-Per-Quarter Plan or the guest meals provided with the unlimited 5- or 7-Day Plan. Flexi Dollars may be used to treat a guest in the dining halls.

6. Meals-To-Go: Students may request from the University Inn dining hall a lunch to go by completing a request form at the cashier’s stand located in the dining hall. This is available to students Monday through Friday only. All orders must be placed by 12:45pm for same day pick-up. A “lunch to go” consists of one entree selected from our menu, fruit, chips, drink and cookies. Students contracting for the 75-Meals-Per-Quarter plan may request a “lunch to go” at any time; one meal will be deducted for this option. Students contracting for the 5- or 7- Day Meal Plan may request a “lunch to go” anytime before 12:45pm; a “lunch to go” for students on these plans will restrict access for a four-hour period after the pick-up time, or be billed for the cash price of a meal on her/his student account. Meals must be picked up no later than 1:00pm. Please note: the Meals-To-Go policy for on-campus dining halls is different from the University Inn dining policy. Please see the Terms and Conditions: The Colleges, available at housing.ucsc.edu for policy details.

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.

a. Unused Flexi Dollars will automatically carry over from quarter to quarter and academic year to academic year. Any remaining Flexi Dollars shall be forfeited and become the property of University after two years of inactivity on your Flexi Dollar account.
b. 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.

8. Meal Plan Changes: Student will be bound by the meal plan requirements of the facility to which they are assigned. Student may increase meal plan at any time within a quarter. However, Student may decrease meal plan by filing an online amendment only during the filing periods noted below:

<table>
<thead>
<tr>
<th>Filing Dates</th>
<th>Effective Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 1-8, 2007</td>
<td>January 7, 2008</td>
</tr>
<tr>
<td>February 1-8, 2008</td>
<td>March 30, 2008</td>
</tr>
</tbody>
</table>

Meal Plan Equivalencies: Block meal plan holders (75, 55, 20, Plus 10) can convert a meal for dollar amount credit at Banana Joe’s, Oakes Café, Owl’s Nest or Terra Fresca. Equivalencies cannot be converted into cash and are not refundable. No change is given if the value of the purchase is less than the meal equivalency credit.

VII. 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. 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 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: 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 $200 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:

1. Upon termination of the contract, Student agrees to surrender the premises to the University by 12:00 p.m. on the termination date, unless prior written consent of University is granted for Student to remain in residence 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.
2. Student shall be individually liable for the removal of all property of the Student. Any Student property left in the residence after termination date will be deemed abandoned, and the University may take possession of and dispose of such property in any manner it deems appropriate in accordance with University regulations and applicable law, without any liability to the University whatsoever.
3. Student understands and agrees that the Student remains responsible for the premises, fixtures and furniture, until all keys are returned to the University and notice is given that the residence has been vacated.
4. Check-out: Upon termination of the contract University will conduct an inspection of the premises and will assess damage and cleanliness based on examination of the room at the time of the inspection. Student may choose to be present during the inspection or select an
express check-out. If Student selects an express check-out it is understood Student agrees to waive any right to be present at the check-out inspection and to be held financially liable for necessary cleaning, the repair of any damaged item, and/or the replacement cost of any item lost, missing or damaged beyond repair. Student understands that by selecting an express check-out any right to contest/appeal cleaning, damage or replacement charges is waived. It is recommended that Student follow the standard check-out process if concerned about damage responsibilities.

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 Housing Contract cancellation/modification is denied at Student’s assigned University residence, Student may request a review by the Housing Appeals Board.

VIII. Payment and Refunds

A. Advance Housing Fee

1. A $150 advance housing fee is required in order to apply for University housing. If Student accepts occupancy, the advance fee will be applied to the residence rate.

a. New students pay the $150 fee at the time they complete the online process to accept the offer of admission to UC Santa Cruz.

b. Continuing 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 for the quarter residence is scheduled to begin. (Please note refund/billing schedule below.)

c. Eligible students who defer the housing fee must pay the $150 on or before the payment deadline of the quarter residence begins. (Please note refund billing schedule in paragraph 2, below.)

2. Reserved Housing Space: 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, studenthousing.ucsc.edu, and cancel application/contract for Student’s reserved housing.

b. If cancellation is completed on or before June 15, 2007, $100 will be refunded. ($50 will be billed if $150 has been deferred.)

c. If cancellation is completed between June 16 and August 1, 2007, $75 will be refunded. ($75 will be billed if $150 has been deferred.)

d. If cancellation is completed between August 2 and August 31, 2007, no portion of the $150 fee will be refunded. ($150 will be billed if $150 has been deferred.)

e. If cancellation is completed after August 31, 2007, no portion of the $150 fee will be refunded and a $50 late notification fee may be charged. ($200 will be billed if $150 has been deferred.)

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

g. There is no graduated billing schedule for winter or spring quarters. Students who cancel a reserved housing space in winter and/or spring quarter will be charged the full $150 advance housing fee.

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, 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 in advance of each academic quarter.
   a. If Student takes occupancy after the date Student was scheduled to commence occupancy, no residence rate adjustment shall be made.
   b. A rate adjustment shall be made if Student takes occupancy after the start of the quarter, as long as 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.
   c. If Student obtains University approval of a request for cancellation, Student’s residence rate shall be prorated based on length of residence. Minimum fee shall be equal to the $150 advance housing fee. Student will also be liable for any other costs incurred by the University as a result of cancellation, unless and to the extent that a replacement Student is assigned to the same space and/or the University has waived such liability in writing.
   d. No rate adjustment shall be made for termination occurring during the final two weeks of any quarter.

2. Abandonment: A portion of the residence rate may be refundable if the contract is terminated for causes pursuant to Paragraph VII. In the event Student abandons the residence, Student shall be liable for the full residence rate for the balance of the academic 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.

3. Payment of Housing Charges: The residence rate is due and payable according to the attached schedule. Monthly billing statements are mailed to all students having unpaid University charges. Failure to pay rent may result in action being taken, including a hold on financial aid, enrollment and/or transcripts, and termination of the right of occupancy.

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.

Room and Meal Plans Rates

<table>
<thead>
<tr>
<th>Room Type/Meal Plan</th>
<th>Single Room</th>
<th>Double Room</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>7-Day Plan</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly</td>
<td>$1,345</td>
<td>$1,144</td>
</tr>
<tr>
<td>Quarterly</td>
<td>$4,035</td>
<td>$3,432</td>
</tr>
<tr>
<td>Yearly</td>
<td>$12,105</td>
<td>$10,296</td>
</tr>
<tr>
<td><strong>5-Day Plan</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly</td>
<td>$1,315</td>
<td>$1,114</td>
</tr>
<tr>
<td>Quarterly</td>
<td>$3,946</td>
<td>$3,343</td>
</tr>
<tr>
<td>Yearly</td>
<td>$11,838</td>
<td>$10,029</td>
</tr>
<tr>
<td><strong>75-Meals-Per-Quarter Plan</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly</td>
<td>$1,233</td>
<td>$1,032</td>
</tr>
<tr>
<td>Quarterly</td>
<td>$3,698</td>
<td>$3,097</td>
</tr>
<tr>
<td>Yearly</td>
<td>$11,092</td>
<td>$9,289</td>
</tr>
</tbody>
</table>

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. Bills become delinquent after the deadline dates. Payments received late may be assessed a $25 late fee (a maximum of $75 per quarter).

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).
 Billing and Payment

**Payment Plan Options**

The Campus Housing Office offers **two types of Housing Payment Plans**—each at no additional charge—to pay quarterly housing fees. Unless a payment plan is requested, housing charges are billed and full payment is due on a quarterly basis.

A payment plan is an amendment to your housing contract, and will not alter the length of your contract nor cause you to pay for quarter breaks. Both payment plans require you to make payments within each quarter’s payment deadlines. Either payment plan will be denied if you have unpaid housing charges from a previous quarter, or if your Financial Aid award(s) pay(s) your housing charges in full.

**Two Types of Payment Plans**

1) The **Standard Monthly Payment Plan** gives you the option to pay your housing charges in nine monthly, rather than three quarterly, installments. If you apply for this payment plan, it is effective for the remainder of the academic year. Monthly installments are based on your room and board assignment and are rounded to the nearest dollar to equal the quarterly total (please refer to rate table).

2) The **Personalized Payment Plan** is tailored to meet your individual needs. Personalized payment plans are usually based on delayed financial aid disbursement, your employment pay schedule, etc.

**Payment Plan Application Process**

1) To apply for a **Standard Monthly Payment Plan** simply check the “Monthly Housing Payment Plan” option on your Student Housing Online application.

2) To apply for a **Personalized Payment Plan**, contact the Campus Housing Office by the first payment deadline of each quarter (a visit to our office is preferred). Please be prepared to discuss the circumstances that prevent you from making your payment by the due date.

**Billing and Payment Deadlines**

You are usually billed the first week of each month. 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. Please refer to the rate table on back page for exact due dates.

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 quarter (each month if signed up for a payment plan). 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 awards are then credited to housing charges.

The Campus Housing Office will determine whether you are eligible for the Standard Monthly Payment Plan. If your award(s) exceed(s) the standard monthly housing charges, you are not eligible for the plan. We will send you a notice of this action and offer you a Personalized Payment Plan to pay any remaining balance due.

**Payment Schedule and Due Dates**

1) **Quarterly Billing Option**
   - Fall Quarter: September 19, 2007
   - Winter Quarter: December 19, 2007
   - Spring Quarter: March 19, 2008

2) **Monthly Billing Option**
   - Fall Quarter: September 19, October 19, November 19
   - Winter Quarter: December 19, January 22, February 19
   - Spring Quarter: March 19, April 21, May 19

Due dates subject to change. For updates, visit us online at: housing.ucsc.edu
Housing and Dining Calendar

**September 19, 2007**  
Due date for fall quarter housing payment/payment plan.

**September 22, 2007**  
Residence halls open.  
First meal served is brunch. (Some colleges may require an earlier move-in.)

**September 27, 2007**  
Instruction begins for fall quarter.

**November 1-8, 2007**  
Filing period for meal plan changes effective January 7, 2008.

**November 21, 2007**  
Thanksgiving holiday begins. Last meal served is lunch. Residences remain open.

**November 25, 2007**  
Dining service resumes.  
First meal served is dinner.

**December 10, 2007**  
Finals begin.

**December 13, 2007**  
Finals and fall quarter end.  
Last meal served is dinner.

**December 14, 2007**  
Residences close at noon.

**December 19, 2007**  
Due date for winter quarter housing payment/payment plan.

**January 7, 2008**  
Residence halls reopen at 10:00 a.m.  
First meal served is dinner.

**January 8, 2008**  
Instruction begins for winter quarter.

**February 1-8, 2008**  
Filing period for meal plan changes effective March 30, 2008.

**March 18, 2008**  
Finals begin.

**March 19, 2008**  
Due date for spring quarter housing payment/payment plan.

**March 21, 2008**  
Finals and winter quarter end.  
Last meal served is dinner.

**March 22, 2008**  
Residences close at noon.

**March 30, 2008**  
Residence halls open at 10 a.m. for new students. First meal served is dinner.

**March 31, 2008**  
Instruction begins for spring quarter.

**April 14-21, 2008**  
Priority Housing Application Period for 2008-09 housing.

**June 9, 2008**  
Finals begin.

**June 12, 2008**  
Finals and spring quarter end.

**June 13, 2008**  
Residences close at noon.  
Last meal served is lunch.

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

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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.

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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 for public access a data base of the locations of persons required to register pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet web site maintained by the Department of Justice at www.meaganslaw.ca.gov. Depending on an offender’s criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP code in which he or she resides.