

**UNIVERSITY OF CALIFORNIA, SAN FRANCISCO**  
**Campus Life Services, Housing**  
**ANCILLARY STUDENT HOUSING AGREEMENT 2009-10**  
Hastings / CCA / GGU / SFAI

**1. TENANT'S PERSONAL INFORMATION**

Only those persons listed in this section may reside in the Rental Property.

Tenant's Name: \_\_\_\_\_

Sex: \_\_\_\_\_ Birth date (month/date/year): \_\_\_\_\_

Program: \_\_\_\_\_ Status: \_\_\_\_\_

**2. EMERGENCY CONTACT INFORMATION (REQUIRED)**

Please list the name, address, and telephone number of person not living with you whom you wish us to notify in case of an emergency.

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State/Country: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**3. RENTAL PROPERTY INFORMATION**

Rental Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("Rental Property")

Type: \_\_\_\_\_

Rental Rate (for the period of July 1, 2009, through June 30, 2010): \$ \_\_\_\_\_ per month

Initial Rent Payment: \$ \_\_\_\_\_ (Due with submission of this Agreement. Not required if renewing from June 30, 2009.)

Occupancy Date: \_\_\_\_\_ ("Occupancy Date")

Termination Date: \_\_\_\_\_

#### 4. TERMS OF AGREEMENT

4.1 The Regents of the University of California, on behalf of its San Francisco campus ("University" or "UCSF"), hereby agrees to rent and permit said occupancy, according to the terms and conditions of this Agreement ("Agreement") to the undersigned individual ("Tenant") and Tenant hereby agrees to rent and occupy the Rental Property in University-sponsored housing. The term of this Agreement is a fixed term, specifically for the dates as listed in the above section. At the end of this term, Tenant must execute a new agreement in order to continue tenancy in the Rental Property or any other unit, subject to other provisions of this Agreement. "Housing Services" is the UCSF department managing this Rental Property.

4.2 "Mission Bay" properties are those in Zip Code 94158. Tenant's assigned address may be found above in the PROPERTY INFORMATION section.

4.3 An "Adult" is defined as an individual who is 18 years of age or older. A "Child" and "Dependent Child" are defined as an individual who is under 18 years of age.

#### 5. ELIGIBILITY

Tenant acknowledges that the Rental Property may be rented only by an enrolled graduate student at UC Hastings College of the Law ("Hastings"), California College of the Arts (CCA), Golden Gate University (GGU), or the San Francisco Art Institute (SFAI), and Tenant states that he/she meets such eligibility requirement.

#### 6. INITIAL RENT PAYMENT

6.1 Tenant agrees to pay the University at the time of signing this Agreement the equivalent of one month's rent to secure the reservation. Space is secured only when the initial rent payment is received by Housing Services. This initial rent payment is not refundable, except as otherwise stated herein. The initial rent payment will be applied toward the first month of rent. Any balance remaining for a partial month is due on the first day of occupancy. Regular rent payments will then commence at the beginning of the next following month. Notwithstanding the foregoing, such initial rent payment shall be refunded prior to the Occupancy Date, in the event that Hastings/CCA/GGU/SFAI withdraws its offer of employment or admission.

6.2 Tenant agrees that this initial rent payment is not used to protect against, or pay for, damages to the Rental Property and will not be returned in any amount upon move-out, regardless of the condition of the Rental Property. Billing for damages is handled separately (see LIABILITY and CHECK OUT sections below). The Tenant will forfeit this initial rent payment if this Agreement is terminated for any reason prior to occupancy.

#### 7. FAILURE TO TAKE OCCUPANCY

In the event that the Tenant fails to pick up the keys to the Rental Property by the fifth University business day after the Occupancy Date, Housing Services may reassign another tenant to occupy the Rental Property. Tenant remains obligated to this Agreement if the Rental Property is not reassigned to another tenant. Tenant's initial rent payment will not be refunded as a result of failing to pick up the keys to the Rental Property, unless the University is able to re-let the Rental Property to a tenant who takes possession beginning the Occupancy Date. If University is unable to re-let the Rental Property during the thirty days after the Occupancy Date, Tenant agrees that University will have sustained damages and agrees that the initial rent payment will be forfeited as liquidated damages, not as a penalty. If a new tenant takes possession after the Occupancy Date, the initial payment will be refunded to Tenant on a pro-rata basis.

#### 8. RENT

8.1 Tenant agrees to pay to the University monthly rent as stated above. Rents are adjusted annually and the new rates will be implemented on July 1. The rent rate above is the minimum rate established but is subject to change. For periods of occupancy of less than one month, the rent will be prorated. The prorated per day charge will be calculated by the total month's rent divided by the number of days in that respective month.

8.2 Cash is not accepted as a form of payment.

8.3 Checks and money orders are payable to U. C. Regents. Check and money order payments by mail must be postmarked on the first business day of the month when rent is due. Payments may be made in person at, or mailed to, the Housing Services office locations listed on the last page of this Agreement.

8.4 Housing Services also accepts Visa and MasterCard payments online through Tenant Accounts at the UCSF Housing Services web site, <http://www.campusliveservices.ucsf.edu/housing>. Tenant authorizes Housing Services to charge credit cards entered through the online payment process. Credit card payments are not accepted over the telephone or in person. Tenant may set up an automatic payment ("Auto-Pay") account to authorize Housing Services to charge the Tenant's credit card automatically for the full amount due each month. Tenant must enroll for this program in person at the Housing Services office.

8.5 Rent is due on the 1<sup>st</sup> business day of each month. The rent will be delinquent if not received on or before 5:00 PM on the seventh (7<sup>th</sup>) day of the month in which it is due. Tenant is responsible for rent payments whether or not Tenant receives an invoice or billing statement. Tenant may obtain account status and billing statement via the internet at the UCSF Housing Services web site, <http://www.campusliveservices.ucsf.edu/housing>. Tenant agrees to pay a late charge of \$30.00 if rent is not received by the seventh (7<sup>th</sup>) day of the month. This late charge does not establish a grace period; the University may make written demand for payment if rent is not paid on its due date. Tenant and the University agree that the charge is

presumed to be damages sustained because of Tenant's late payment of rent, not a penalty, and it is impracticable or extremely difficult to fix the actual damages. If the seventh day of the month is on a weekend or holiday, the rent will be delinquent if not paid by 5:00 PM on the following business day.

8.6 Should the Tenant fail to pay rent or damages, Housing Services may, in its sole discretion, take any one or more of the following actions:

- 8.6.1 Notify the Tenant's academic department at Hastings/CCA/GGU/SFAI
- 8.6.2 Refer to a credit collections agency
- 8.6.3 Terminate this Agreement and Rental Property occupancy
- 8.6.4 Institute service of three-day notices or termination of tenancy, as appropriate

## 9. UTILITIES

9.1 Tenant must contract with PG&E for electrical services beginning on the first day of occupancy. A \$30 fee will apply for each 30-day period of delinquency, beginning on the fifth business day after occupancy. Tenant must retain PG&E services until termination of this Agreement. Tenant is responsible for discontinuing PG&E services upon termination of this Agreement.

9.2 Tenant, if living in shared accommodations at the Avenue Houses (excluding 145 Irving Street) or in Mission Bay 4-Bedroom apartments, does not need to contract for utilities with PG&E, since electricity charges are included in the rent for these accommodations.

## 10. RETURNED CHECKS and CREDIT CARD REJECTION

Tenant agrees to pay a service charge of \$30.00 if bank returns a check for any reason. Tenant must replace the returned check with a cashier's check or money order in the amount of the returned check plus the service charge. If the bank returns Tenant's checks or denies his/her credit card more than once, University may serve 30 days' written notice that all future rent be paid with a certified check or money order. It is the Tenant's responsibility to ensure that funds are available in her or his checking or credit card account. It is the Tenant's responsibility to notify Housing Services in advance of a stolen or expired credit card that is registered in the Auto-Pay program (see RENT), and he or she must provide Housing Services with the new, active credit card account information prior to the rent due date.

## 11. NONWAIVER

Any waiver or non-enforcement by the 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 the University of any rental payment after Tenant's breach of any provision of this Agreement shall not be deemed a waiver of such provision or any prior or subsequent breach of any provision, other than Tenant's failure to make timely payment of the rental installment so accepted, whether or not the University knew of the prior breach at the time such rent was accepted.

## 12. KEYS and SECURITY ALARMS

12.1 Tenant will be issued one set of keys for the Rental Property.

12.2 Tenant may not lend keys to anyone, and may not surrender keys to anyone with the exception of UCSF Housing Services.

12.3 Tenant may not duplicate keys. Tenant is responsible for replacement costs each time a key (to an apartment entrance, a bedroom door, a laundry room, a storage room or a mail box) is lost or stolen. Tenant will be charged for all parts and labor incurred by replacing each lock/key set. Upon vacating, if the Tenant fails to return any original key(s) issued to him/her, Tenant will be charged for all parts and labor incurred by replacing each fob and lock/key set. Renter's Insurance is recommended to cover the cost of loss or stolen property.

12.4 If Tenant is locked out of the Rental Property, Tenant or Other Adult listed on this Agreement (see TENANT'S PERSONAL INFORMATION) may check out a temporary key at no cost from Housing Services during regular business hours. If Tenant fails to return the key within 2 business days, the key will be considered lost and the tenant will be charged accordingly. During non-business hours, Tenant may contact the UCSF Police for assistance. Tenant understands that UCSF Police charge a fee for this service that is billed through Housing Services. If residing at Mission Bay, Tenant may call for lockout assistance between 6:00 pm and 12:00 midnight (excluding University Holidays) for a reduced service fee.

12.5 If Tenant resides in shared accommodations (i.e., the Avenue Houses, 145 Irving Street, or in Mission Bay 4-Bedroom apartments), Tenant may not check out keys to access other rooms in the Rental Property.

12.6 Upon checkout, Tenant is required to return keys to Housing Services no later than 11:00 AM on the Agreement end date during regular business hours. The Tenant may return keys via the United States Postal Service, Federal Express, or another courier, but in this case:

- 12.6.1 Tenant assumes full responsibility for any loss,
- 12.6.2 Tenant must produce a return receipt or tracking confirmation to verify date,
- 12.6.3 The keys must arrive by the Agreement end date. If the keys arrive after the Agreement end date, Tenant will be responsible for damages (see CHECKOUT and HOLDING OVER below).
- 12.6.4 If the keys are not returned by the third business day after the Agreement ends, the locks to the Tenant's Rental Property will be changed. The Tenant will be responsible for all the fees incurred as a result of holding over, pro-rated rent, and lock changes.

12.7 Tenant may give keys to a third party (i.e., a friend, roommate or neighbor) to be turned in at check-out. However, Tenant is liable for any late checkout fees, additional rent, lost keys, and damage to the Rental Property as a result of this action.

12.8 Tenant may not install, or contract for, his/her own home security systems or devices (including locks). Key and Lock repair and maintenance, and lock out services, will be performed only by the University and/or its designated contractors.

### 13. MAXIMUM OCCUPANCY PERIOD

13.1 Tenant agrees that occupancy terminates after:

- 13.1.1 Tenant has completed her/his degree program at Hastings/CCA/GGU/SFAI (See TERMINATION below). Those who are no longer eligible will be given up to thirty (30) days after the date of disaffiliation to vacate the Rental Property, or
- 13.1.2 Tenant has occupied any UCSF housing facility for the maximum period of 4 years, even when there is a change in property or break in tenancy.

### 14. MAXIMUM NUMBER OF OCCUPANTS

Tenant agrees that the number of occupants living in the Rental Property will not exceed 1 person.

### 15. LIABILITY

Tenant agrees that the University does not assume liability for loss, damage, fire, or theft of personal property from any cause and that the University does not assume liability for articles left on the Rental Property when Tenant vacates. University assumes no responsibility for and is not liable for any loss or damage to Tenant'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 the University. The University is not liable for Tenant's personal property for any reason, including when it is in common areas including hallways, lobbies, grounds, sidewalks, courtyards, storage areas, bicycle rooms, laundry rooms, and parking lots. Tenant agrees that he/she is responsible for any damage and alterations to Rental Property or its equipment, and for maintaining the Rental Property in a safe and sanitary manner. The University is not liable for any electrical, sound or magnetic waves that may pass through the Rental Property.

### 16. CONSTRUCTION

UCSF is not liable for any inconveniences to the Tenant or damage to Tenant's property due to construction activities. Construction activities will not be regarded as a reason to terminate this Agreement (see TERMINATION below), or a reason to receive a rent reduction.

### 17. REPAIRS AND ALTERATIONS

17.1 Tenant agrees not to make any repairs or alterations to the Rental Property, including placing screws or nails in the walls or ceilings, painting the Rental Property or replacing window coverings. Tenant will not perform or arrange for others to perform any repairs to damages or any corrections of deficiencies in the Rental Property whether during Tenant's tenancy or upon the termination of the tenancy. The foregoing shall not limit Tenant's right to request that University repair damage, correct deficiencies, or otherwise service the Rental Property during tenancy. Tenant shall be liable for any damage done to the Rental Property or deficiencies created by Tenant, normal wear and tear excepted.

17.2 Tenant will not attach any satellite dishes, signs, decorations, clothes hanging lines, or birdfeeders to the exteriors of buildings or on UCSF grounds.

### 18. LOSS AND DAMAGE

18.1 Tenant will not alter the Rental Property in any way. Tenant accepts all responsibility for loss, damage, or theft of her/his personal property, as well as responsibility for damage to Rental Property and any furnishings located therein. Personal property left in Rental Property or storage areas after termination of occupancy shall be disposed of in accordance with University policy, and the University may charge a removal fee to the Tenant. Tenant agrees to be responsible for and participate fully in the cleaning, trash removal and overall general daily maintenance of the Rental Property during his/her tenancy.

18.2 Tenant is responsible for any damage to common areas of a shared Rental Property, and financial charges will be applied equally to those tenants when responsible parties cannot be identified.

18.3 Tenant agrees that he/she is responsible for any damage to the personal property of other tenant(s) caused by Tenant and/or his/her visitors', guests', agents', or invitees' intentional or negligent acts or omissions.

18.4 Tenant understands that University does not provide renter's insurance, and should Tenant desire to procure such insurance to protect against loss or damage Tenant may sustain, Tenant will do so at his/her sole expense.

### 19. WATERBEDS AND LAUNDRY MACHINES

19.1 Tenant is required to show a \$100,000 insurance policy, naming the University as the insured, for any waterbed placed by Tenant on the Rental Property. Housing Services reserves the right to inspect the waterbed and Rental Property periodically and may require remedies for property damage or damage prevention.

19.2 Tenant may not bring any type of laundry machine (washer or dryer) onto the Rental Property. Tenant may operate only those laundry machines provided by the University.

## 20. TENANT-TO-TENANT DISPUTES

For disputes that arise between tenants, the University may provide resources or referral to tenants, but will neither arbitrate nor provide for legal aid to settle disputes.

## 21. RIGHT OF ENTRY

21.1 For all University residential properties, submission of a maintenance request form by the Tenant to Housing Services implies consent to entry and is assumed to be a 24-hour notice of entry.

21.2 On not less than 24 hours' advance notice, Tenant must make the Rental Property available, at a time acceptable to Tenant during normal business hours (8 AM to 5 PM, Monday through Friday) for entry by University or its agents for the purpose of making necessary or agreed-upon repairs, decorations, alterations, or improvements; supplying necessary or agreed-upon services; or permitting entry to the Rental Property for prospective or actual tenants, workers or contractors.

21.3 Tenant agrees that if he/she resides in a Rental Property with multiple contract holders (e.g., shared 4-bedroom apartments or group houses), the University will inspect the Rental Property on a quarterly basis. Housing Services may provide to Tenant a list of remedies that are required to restore the Rental Property to a safe and sanitary condition that Tenant will address. Housing Services may bill Tenant for any labor and materials required to restore a Rental Property's condition, should the Tenant fail to meet restoration requirements.

21.4 In case of emergency (when a person or property is threatened), or in the case of the Tenant's abandonment or surrender of the Rental Property, University or its agent may enter the Rental Property at any time without securing Tenant's prior permission.

## 22. USE OF RENTAL PROPERTY

22.1 Tenant agrees that the assigned accommodation shall be used solely and exclusively for private residence purposes, and shall be occupied only by the Tenant. Tenant must occupy the Rental Property on a full-time basis. Tenant agrees not to transfer possession or to sublet the accommodation. Activities of a business or commercial enterprise are not permitted on University property or in its rented premises.

22.2 Camping and sleeping is not permitted in public areas on University property, including the forests surrounding Aldea San Miguel and the courtyard at Mission Bay.

## 23. GUESTS and VISITORS

23.1 A *guest* is defined as a person who stays overnight in a room, apartment or house to which she or he is not assigned. A *visitor* is a person who does not stay in the room or house overnight. The hosting individual must be the Tenant or one of the other occupants listed on this Agreement.

23.2 In a shared house or apartment with multiple tenants, Tenant may host guests for up to one week (7 nights cumulative) in any consecutive three-month period, provided the hosting individual has permission from her/his roommate(s) and housemates before a guest is permitted to stay overnight.

23.3 Housing Services will not check out additional keys to visitors or guests (see KEYS AND SECURITY ALARMS above).

23.4 The rights of tenants take priority over those of a guest or visitor. Tenant is responsible for the conduct of her or his guests while on the Rental Property, and the Tenant is responsible for his or her guest's adherence to the provisions of this Agreement. Guest and visitors must abide by all Housing Services policies and must show consideration for the community into which they come. Guests are not permitted to sleep or stay in common areas, lounges, or lobbies. Tenant assumes all liability for damage caused by Tenant's guest, visitor, agent, or invitee.

## 24. SMOKING

24.1 In order to minimize health risks, improve the quality of air, and enhance the environment in all facilities, UCSF has adopted a smoke-free policy. Smoking is prohibited in all areas of the UCSF campus. Smoking is prohibited in any building owned and occupied, or leased and occupied, by the state: see CA GOVT. CODE §§ 7596 to 7598 (2003). In congruence with the UCSF Smoke-Free Policy, all University-owned residential buildings are smoke-free. Smoking is prohibited inside individual apartments, bedrooms, single-family homes or apartments, group houses, restrooms, community rooms, lounges, common areas, balconies, porches, external stairways, and indoor and outdoor cafés. Tenant's violation of the University policies or state laws may subject Tenant to termination of the right of occupancy.

24.2 If Tenant smokes or permit smoking in his/her Rental Property, Tenant will be financially responsible for damages, including scent and allergen abatement, which may include (but is not limited to) carpet replacement, full repainting, wood replacement, and special chemical cleaning.

## 25. SOLICITATION

Tenant shall not conduct activities of a business or commercial enterprise on University property or in its rented premises. Tenant is required to report solicitors to either Housing Services or the University Police Department.

## 26. NOISE

Between the hours of 10:00 PM and 8:00 AM on Sunday through Thursday, and 12:00 Midnight and 8:00 AM on Friday and Saturday, Tenant agrees not to make disturbing noises or operate or use any musical, mechanical, or electrical equipment, at such volume, or in such a manner that will interfere with the rights, comforts, and conveniences of other tenants.

## 27. PETS; SERVICE ANIMALS

27.1 Tenant shall not keep pets, with the exceptions of fish in tanks (maximum 5 gallon tank) on or near the Rental Property. This prohibition shall apply also to any Tenant visitor's or guest's pets, regardless of the length of the visit. Tenant may not encourage the presence of domestic or wild animals by feeding or providing habitat. Violation may subject Tenant to termination of the right of occupancy.

27.2 Because it would change the nature of the University housing program and because of health and safety reasons, guide and assist animals generally cannot be accommodated in shared group accommodations in Mission Bay 4-Bedroom apartments.

27.3 The City of San Francisco water supply contains chloramine that is known to cause damage or death to fish, and the Tenant assumes all responsibility for making the water safe for pet habitat. The University is not responsible for harm to, or death of, any household pet.

## 28. PARKING

Information on parking and permits is available through UCSF Parking and Transportation Services. Housing Services does not provide permits or parking space at Mission Bay. Tenant may inquire about reduced rates for Housing Tenants at the Parking Services offices, but Tenant understands that these may not always be available.

## 29. FIRE CODES

29.1 Below is a list of code violations to which the Tenant is required by law to adhere. From the 2001 Uniform Fire Code:

- 29.1.1 Section 1102.5.2.2. **Barbecue areas** outside of buildings shall not be located within 10 feet of combustible walls or roofs or other combustible materials. Use of barbecue grills is not allowed.
- 29.1.2 Section 1103.2.1.2. **Combustible rubbish** kept or accumulated within or adjacent to buildings or structures shall be in approved rubbish containers or rooms or vaults constructed of noncombustible materials.
- 29.1.3 Section 1103.3.2.3. **Exits.** Combustible material shall not be stored in exits or exit enclosures.
- 29.1.4 Section 1103.3.2.2. **Ceiling clearance.** Storage shall be maintained 2 feet or more below the ceiling in non-sprinkler areas of buildings. Storage shall be maintained 18 inches or more below sprinkler head deflectors in sprinkle areas of buildings.
- 29.1.5 Section 1103.3.2.6. **Fueled equipment.** Fueled equipment, including but not limited to motorcycles, mopeds, lawn-care equipment and portable cooking equipment, shall not be stored, operated or repaired within a building.
- 29.1.6 Section 1103.3.5.3. **Storage beneath overhead projections from buildings.** Combustible material stored or displayed outside of buildings that are not protected by automatic sprinklers shall not be stored or displayed under unsprinklered stairs, eaves, canopies or other projections or overhangs.
- 29.1.7 Section 1210.3. **Storage under Stairways.** Storage is prohibited under exit stairways.
- 29.1.8 Section 1203. **Exit obstructions.** Obstructions, including storage, shall not be placed in the required width of an exit. Exits shall not be obstructed in any manner and shall remain free of any materials or matter where its presence would obstruct or render the exit hazardous.

## 30. FLAMMABLES

Tenant agrees not to keep or permit to be kept in or about the Rental Property (including assigned storage area) ammunition, fireworks, gasoline, naphtha, benzene, propane, charcoal or any other chemicals that are toxic or explosive in nature. Tenant agrees to notify Housing Services when the Rental Property's smoke alarm is not in proper working order.

## 31. FIREARMS

In accordance with the law, Tenant agrees and understands that it is unlawful to possess, fire, or discharge any firearms within the city limits and on University property. Paint guns, water guns and air guns are prohibited in and around University housing facilities.

## 32. STORAGE AND COMMON AREAS

32.1 Tenant agrees that hallways, stairways, and other common passageways are for entry and exit only and will not obstruct those areas by placing or storing property, including plants, in them. Tenant's personal property must be stored only in those areas specifically assigned to the Tenant. Tenant shall be responsible for the restoration and cleaning of common areas (interior and exterior corridors, patios, lawns, lounges, lobbies, etc.) if necessary after each use.

32.2 Tenant agrees to prepare meals only in the kitchen as designated. Tenant may not cook in his/her bedroom and may not install a hot plate, refrigerator, microwave, coffee pot, or other cooking appliance in the bedroom.

### 33. MAIL AND PACKAGE DELIVERY

Housing Services is not liable for any personal mail delivered to the Tenant. At Mission Bay, package delivery policy information is available from the Housing Services office.

### 34. WINDOWS

Tenant agrees not to hang his/her own curtains, drapes, flags, banners, clothing, laundry, or any other covering or decoration on, around, or out of windows. Tenant agrees not to remove the window coverings or blinds provided by the University.

### 35. RECYCLING, COMPOSTING AND TRASH

Tenant is required to participate in the recycling and composting program. The University provides recycling bins in or near residential buildings. Tenant is required to separate recyclables and trash and to dispose of them in the appropriate containers. Tenant agrees not to leave recyclables, composting and trash in public areas. Tenant may be charged a fee for cleaning, removal, disposal, recycling or composting separation, or processing for any work the University provides as a result of the Tenant's negligent or intentional act or omission.

### 36. MOLD

Mold occurs naturally in the environment. The Tenant is required to take steps to control the growth of mold and mildew by keeping the Rental Property clean and well ventilated, particularly when showering, bathing, or washing dishes or clothes. The Tenant is required to notify the University (Housing Services or Police) immediately about the existence of water leakage or overflow in or about the Rental Property.

### 37. PESTS and EXTERMINATION

Housing Services routinely exterminates for insects, spiders and other pests. Tenant is financially responsible for any additional extermination as a direct result of the Tenant's negligence, poor hygiene, lack of cleanliness, or personal effects. Tenant is required to immediately report any pest infestation to Housing Services. In any event, the University or its contractors will provide extermination services.

### 38. DELAY IN DELIVERY OF POSSESSION

If the University for any reason whatsoever cannot deliver possession of the Rental Property to Tenant at commencement of the term of this Agreement, the University shall not be liable for any delay in delivery of possession, and Tenant's obligation to pay rent therefore shall commence upon the University's delivery of possession.

### 39. ASSIGNMENT AND SUBLEASE

Tenant and University agree that this Agreement is solely for the Rental Property named in PROPERTY INFORMATION above (page 1). Tenant shall not assign this Agreement or any interest under it, or sublet the Rental Property or any part thereof, or permit the use or occupancy of the Rental Property or any part thereof by anyone other than Tenant.

### 40. SHARED AND GROUP ACCOMMODATIONS

Inasmuch as some UCSF residential units are shared by more than one tenant (four-bedroom apartments at Mission Bay), Tenant understands that Housing Services retains the right to make assignments to these properties without approval of Tenant and regardless of sex or gender identity.

### 41. RELOCATION BY UNIVERSITY

The University reserves the right to relocate Tenant to a comparable type unit of comparable rent, upon three days' written notice. This provision includes consolidation of students in shared apartments. The University has no obligation to pay for Tenant's moving costs or utility transfer costs.

### 42. TRANSFER

Tenant may not transfer to any other UCSF apartment, or any other UCSF housing facility, without first obtaining the express written permission of Housing Services. In the event of a transfer, a new, revised Agreement will be issued to the Tenant. Tenant accepts responsibility for the rent of the Rental Property that he/she is vacating until the Rental Property is completely vacated and all keys are returned to Housing Services. The University has no obligation to pay for Tenant's moving costs or utility transfer costs.

### 43. HOUSING AGREEMENT VIOLATIONS

Violation of this Agreement by the Tenant is cause for termination. Tenant understands if she/he is found in violation of the Agreement, the violation may be reported to the Tenant's school or department. In addition, Housing Services may terminate the Agreement and issue the Tenant a 3-day notice to vacate if the violation is found to be in any way disruptive to the lives of other tenants, or to the function of the University. Tenant understands that she/he will be held responsible for any dependent's violations of this Agreement. Said finding is solely within the discretion of the University.

#### 44. DISABILITY ACCOMMODATIONS

Accommodations based on disability may be provided with the recommendation of the UCSF Office of Affirmative Action/Equal Opportunity/Diversity, and if the accommodation is available. Tenant with accommodation needs must provide a letter of verification and support from the respective school:

- CCA Coordinator of Learning Resources and Disability Services, (510) 594-3756
- GGU Disability Services, (415) 442-7228
- SFAI Office of Student Affairs, (415) 749-4525
- Hastings Disability Resource Program, (415) 565-4876

#### 45. NOTICES

Termination notices from the University shall be approved by, and delivered by, the Housing Services Manager or his/her designee, who is authorized to act for The Regents of the University of California, and is located at Housing Services, 1505 4th Street, Suite 101, San Francisco, CA 94143-3100. Reassignment notices will be posted on the Tenant's door. Notices may be hand delivered directly to the Tenant, or may be delivered to any adult within the Rental Property or may be posted on the front door, provided that the notice is also mailed to the Tenant via U. S. Postal Service at the Rental Property address.

#### 46. TERMINATION

46.1 The Tenant agrees that the right to use said Rental Property may be terminated for any reason by the University of California, San Francisco, upon thirty (30) days' written notice.

46.2 All termination requests and notices pursuant to sections 46.3 and 46.4, below, must state a specific move-out date in order to be valid. The University will not accept termination requests on weekends and University holidays, and will issue terminations effective only on University business days.

46.3 Tenant may request a termination of the Agreement based on disaffiliation from Hastings/CCA/GGU/SFAI or marriage/domestic partnership registration, provided all of the following termination terms and conditions are met:

- a. If the Tenant disaffiliates from Hastings/CCA/GGU/SFAI:
  - (1) Graduates
  - (2) Takes a leave of absence for more than three months
  - (3) Withdraws

In these cases, Tenant must notify Housing Services in writing as soon as possible, but no less than thirty (30) days in advance of termination date.

- b. If the Tenant marries or registers domestic partnership after execution of this Agreement. In this case, a Tenant must provide the University with a 30-day notice of termination. In addition, the Tenant must provide the University with a copy of the marriage license or domestic partner registration to Housing Services within ten (10) business days of the marriage or domestic partner registration. Provided the Tenant submits a copy of the marriage license or domestic partner registration to Housing Services as set forth above, the termination will take effect on the later of (1) the date of marriage or domestic partnership, and (2) thirty (30) days after notice of termination is received by the University;. If the Tenant fails to submit a copy of the marriage license or domestic partner registration to Housing Services within 10 business days of the marriage or domestic partnership registration, the Agreement will not terminate, and the Tenant will be held responsible for the entire term of this Agreement.

46.4 Tenant may apply to terminate this Agreement at any time as set forth below; however, Tenant understands that a termination under this provision is requested and granted according to the following terms and conditions:

- 46.4.1 Tenant will notify Housing Services of his/her intent to vacate the Rental Property with a minimum 30-day advance notice. The Tenant's notice must establish a specific vacate date, and the vacate date must occur on a University business day.
- 46.4.2 Submitting an Intent to Vacate does not release Tenant from financial obligation, but initiates a process by which Housing Services mitigates damages by offering the Rental Property to applicants on the wait list.
- 46.4.3 Tenant understands that Housing Services may offer unassigned units to applicants prior to offering the Rental Property.
- 46.4.4 If an eligible replacement tenant ("Replacement Tenant") is identified, the Replacement Tenant may begin occupancy at any time between the vacate date and the remainder of the Tenant's Agreement term. Tenant understands that immediate placement after his/her vacate date may not be possible and is dependent on the availability of eligible a Replacement Tenant. Tenant understands the risk that no suitable Replacement Tenant may be found. Tenant understands that applicants on the waitlist will receive priority over new applicants.
- 46.4.5 Replacement Tenant cannot be a current Tenant in a UCSF property. Replacement Tenants will only be taken from the new applicant pool, and must be eligible for campus housing according to the Eligibility policy (see ELIGIBILITY above).
- 46.4.6 Tenant is financially responsible for the full term of this Agreement, regardless of vacate date, until the Replacement Tenant begins his/her tenancy. This will include the days when Housing Services is required to prepare the Rental Property for the Replacement Tenant.
- 46.4.7 Termination of this type forfeits all rights to future campus housing at UCSF.

46.5 If Tenant's eligibility for University housing pursuant to Section 5, above, terminates after on or after the Occupancy Date, Tenant shall have 30 days after the effective date of ineligibility in which to vacate the Rental Property.

46.6 Breach of Agreement: If the Tenant breaches any term of this Agreement, the University may serve the Tenant with any of the following notices, whichever is applicable: a 3-Day Notice to Pay Rent or Quit; a 3-Day Notice to Perform Covenant or Quit; a 3-Day Notice to Pay Rent and Perform Covenant or Quit; or a 3-Day Notice to Quit. No remedies exercised by the University shall be deemed exclusive.

46.7 Impossibility of the University's Performance: In the event circumstances prevent the University's performance under this Agreement, such as the destruction of the Rental Property or the Rental Property becoming uninhabitable due to fire, earthquake, or any other casualty or circumstance, this Agreement automatically terminates, and the University has no liability to the Tenant to provide any other housing. If the Tenant has prepaid rent for the time period after the Rental Property are destroyed or become uninhabitable, the University shall refund the applicable pro-rata portion of Tenant's payment.

#### 47. CHECKOUT

47.1 Tenant is responsible for the Rental Property until checkout procedures have been completed. As part of the checkout procedure, Tenant is required to clean the Rental Property, schedule a walk-through inspection with Housing Services, settle outstanding accounts, file a forwarding address with the Housing Services Office, and return all keys, parking permits and any borrowed equipment.

47.2 During the checkout process, Housing Services staff will inspect the Rental Property while the Tenant is present. Failure of Tenant to appear for a scheduled walk-through inspection indicates concurrence and agreement for all damage charges, and forfeits the right to dispute these charges. Tenant will be billed for damages (see LIABILITY section above) within 21 days of checkout. Outstanding damages or payments will be turned over to a credit collections agency after 90 days of checkout.

47.3 Final checkout time is at 11:00 AM on the last day of the Agreement term. Tenant may check out early (prior to the Agreement termination date), however the Tenant is financially responsible for the entire term of this Agreement. If Tenant checks out earlier than the termination date, Housing Services may take possession and enter the Rental Property at any time for cleaning, maintenance or administrative reasons.

47.4 At Mission Bay, Tenant may borrow a blue laundry cart at no additional charge. In order to check out a cart, Tenant must provide a state or federal government ID which will be held at the front desk until the cart is returned. Carts may be borrowed for 3 hours, unless otherwise specified. Tenant is responsible for the payment of the replacement cost of \$250 if the cart is not returned to the office.

#### 48. HOLDING OVER

If Tenant fails to vacate by the Agreement termination date (see PROPERTY INFORMATION), or by the amended date approved by Housing Services, Tenant is responsible for any damages as a result of delayed move-out. This includes, but is not limited to, cost of any legal and court fees; rescheduling service contractors (painters, cleaners, etc.); temporary shelter for any incoming tenant who sustains damages for delayed move-in (hotel or temporary housing costs; rescheduling of movers, rental vehicles, temporary storage space, etc.); and excess administrative labor hours performed by UCSF Housing Staff. Tenant will also be charged the established prorated rental charge for each additional day of occupancy, commencing at 11:00 AM on the Agreement termination date.

#### 49. ABANDONMENT

Upon termination of the Agreement, Tenant agrees to surrender the Rental Property to the University and to remove all personal property. Any property left in the Rental Property shall be deemed abandoned and the University may take possession of and use or dispose of such property in accordance with University policy. A removal fee will be assessed and billed to the Tenant.

#### 50. SEX OFFENDERS

The California Legislature enacted a Civil Code section, which requires every contract, or rental agreement for residential real property to contain the following notice regarding the availability of information on registered sex offenders. The University of California, San Francisco, is providing this notice in compliance with this requirement. This notice is not intended as a statement or implication that any University facility is susceptible to the activities of or has experienced any problems with sex offenders. Until recently, it was unlawful for law enforcement agencies to release information confirming the whereabouts of sex offenders who were required to register with them. This notice is intended to make the recent change in the law widely known. Of course, if you ever have any concerns, please feel free to contact the UCSF Housing Services Office, in addition to pursuing the information available from the following identified sources. For your information, the UCSF Police Department does not maintain the information referenced below.

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.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.

#### 51. MILITARY BASES

Pursuant to Civil Code Section 1940.7, Tenant is hereby informed that UCSF housing units located at Mission Bay are located within one mile of former federal or state military ordnance locations.

**52. NONDISCRIMINATION STATEMENT**

52.1 The University of California, in accordance with applicable Federal and State law and University policy, does not discriminate on the basis of race, color, national origin, religion, sex, gender identity, pregnancy,<sup>1</sup> physical or mental disability, medical condition (cancer related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services.<sup>2</sup> The University also prohibits sexual harassment. This nondiscrimination policy covers admission, access, and treatment in University programs and activities.

52.2 Inquiries regarding the University's student-related nondiscrimination policies may be directed to: the Office of Affirmative Action, Equal Opportunity & Diversity, UCSF, 3333 California Street, Room 101, San Francisco, California 94143-0988, (415) 476-4752.

<sup>1</sup>Pregnancy includes pregnancy, childbirth, and medical conditions related to pregnancy or childbirth.

<sup>2</sup>Service in the uniformed services includes membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services. The University also prohibits sexual harassment. This nondiscrimination policy covers admission, access, and treatment in University programs and activities.

*This policy statement has been updated with technical changes and supersedes the Nondiscrimination Policy Statement for University of California Publications Regarding Student-Related Matters, dated July 1, 2008.*

**53. PRIVACY NOTIFICATION**

53.1 STATE: 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 to supply information about themselves. The principle purpose for requesting the information on this form is to allocate spaces in University-owned housing and to verify the continued eligibility of students occupying family student housing. University policy authorizes maintenance of this information. Furnishing all information requested on this form is mandatory. If all the information is not provided, the application cannot be processed. The information you provide will be released pursuant to applicable state and federal laws. Individuals have the right to review their own records in accordance without the University policy set forth in Policies Applying to Campus Activities, Organizations, and Students. Information in these policies can be obtained from the Office of Student Relations. The person/official responsible for maintaining the information contained on this form is the Director of Housing Services.

53.2 FEDERAL: Pursuant to the Federal Privacy Act of 1974, you are hereby notified that disclosure of your social security number is voluntary. This record keeping system was established pursuant to the authority of The Regents of the University of California under Art. XI, Sec. 9 of the California Constitution.

**54. MISREPRESENTATION**

Tenant agrees that any false statements made on this Agreement may result in termination or forfeiture of the Agreement.

**55. IDEMNIFICATION**

Tenant will defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Tenant, his/her visitors, guests, agents and invitees.

**56. CERTIFICATION**

Tenant certifies that the statements in this Agreement are true and correct, and agrees to comply with its terms and conditions, the rules and regulations pertaining to the occupancy of the Rental Property in University Housing and University regulations regarding standards of conduct, both of which are incorporated herein as they presently exist and as they may be amended or modified in the future. The Tenant's failure to comply with any of the forgoing may result in a forfeiture or termination of this Agreement.

Tenant certifies that the entire eleven (10) pages of this document have been read and understood by the Tenant.

\_\_\_\_\_  
DATE  
SIGNATURE OF TENANT

\_\_\_\_\_  
DATE  
SIGNATURE OF UCSF HOUSING SERVICES REPRESENTATIVE  
FOR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

UCSF Housing Services <http://www.campusliveservices.ucsf.edu/housing> 1505 4th Street, Suite 101, San Francisco, CA 94143-3100  
PHONE: (415) 514-4550 FAX: (415) 514-4560