



#### 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 "Parnassus Housing" refers to the Aldea San Miguel family housing complex, the Avenue Houses on 3rd and 5th Avenues, and the apartment building at 145 Irving Street. "Aldea San Miguel" properties are identified as those addresses in Zip Code 94131. "The Avenue Houses" and "145 Irving" properties are in Zip Code 94122. "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. A "UCSF affiliate" is a person who has University status as a student, post-doctoral scholar, resident intern or clinical fellow as defined in the *UCSF Policy on Campus Housing Eligibility*.

#### 5. ELIGIBILITY

Tenant acknowledges that the Rental Property may be rented only by a UCSF student, post-doctoral fellow, resident, or clinical fellow as specifically defined in the *UCSF Policy on Campus Housing Eligibility*, 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 the University 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 Affect a lapse of student status
- 8.6.2 Hold future course registration or transcripts
- 8.6.3 Notify the Tenant's academic department or employer
- 8.6.4 Refer to a credit collections agency
- 8.6.5 Terminate this Agreement and Rental Property occupancy
- 8.6.6 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. If Tenant listed a "Spouse / Partner / Other Adult Living with Tenant" in the TENANT'S PERSONAL INFORMATION section, University will issue one duplicate set of keys for each listed adult. Upon request, University may issue Tenant a set of keys at no additional cost for a Dependent Child, provided that the child is at least 12 years old.

12.2 Tenant may request one additional key set, and \$30.00 will be charged as an administrative processing fee. At no time will Tenant, if living in a Rental Property with multiple contract holders, be issued duplicate sets of keys. Tenant may not lend keys to anyone with the exception of those persons living in the Rental Property, 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 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 Any "Spouse / Partner / Other Adult Living with Tenant" indicated in the TENANT'S PERSONAL INFORMATION section may check out a temporary spare key set for 2 business days or may obtain lock-out services, even in the absence of expressed verbal or written permission by the Tenant. Tenant is responsible for any key loss and/or damages as a result of a temporary key checkout by another adult listed in the TENANT'S PERSONAL INFORMATION section.

12.6 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.

12.7 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:

- 12.7.1 Tenant assumes full responsibility for any loss,
- 12.7.2 Tenant must produce a return receipt or tracking confirmation to verify date,
- 12.7.3 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).
- 12.7.4 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.

12.8 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.

12.9 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, fellowship, employment or residency at UCSF (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 allowed as set forth below, even when there is a change in property or break in tenancy:
  - UCSF Students in Pharmacy, Nursing, Medicine, Dentistry or Physical Therapy: maximum of 5 years.
  - UCSF Post-Docs, Resident Interns or Clinical Fellows: maximum of 5 years.
  - UCSF Students in the Graduate Division or MSTP: maximum of 6 years.
- 13.1.4 Other persons named on this Agreement as "Spouse / Partner /Other Adult Living with Tenant" in the TENANT'S PERSONAL INFORMATION section may not renew this Agreement, even if they are UCSF affiliates.

### 14. MAXIMUM NUMBER OF OCCUPANTS

14.1 Tenant agrees that the number of occupants living in the Rental Property will not exceed the numbers set forth in the following provisions. All occupant names must be included in the TENANT'S PERSONAL INFORMATION section on Page 1 of this Agreement.

- 14.1.1 Studios: 1 adult and 1 infant under the age of 2 years
- 14.1.2 1-Bedrooms: 2 adults and 1 child under the age of 5 years
- 14.1.3 2-Bedrooms: 2 adults and 2 children
- 14.1.4 3-Bedrooms: 3 adults and 2 children, OR 2 adults and 4 children
- 14.1.5 4-Bedrooms: 1 adult per bedroom, no children
- 14.1.6 Avenue Houses and 145 Irving: 1 adult per assigned bed space (1 adult per single room, 2 adults per double room), no children

### 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, others named in section 1, above, and any other person(s) assigned by Housing Services. 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. Tenant agrees that persons other than the one(s) listed on this Agreement may not occupy the Rental Property as permanent tenants.

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 Tenant may host guests for up to two weeks (14 nights cumulative) in any consecutive three-month period. 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













