

SUMMER 2011 STUDENT ATHLETES' HOUSING CONTRACT THE VILLAGE

I. Eligibility

- A. Student must be a registered UC Santa Cruz student and have been selected to be part of an OPERS sports team or involved with competitions prior to the start of the Fall 2011 term.
- B. Any change in eligibility status may result in immediate termination of housing, and may affect any future eligibility for any UC Santa Cruz housing.
- C. In the event Student ceases to meet these eligibility requirements, Student's right to remain on the premises ceases and Student may remain only upon the prior written approval of University. Any resident of the premises, regardless of eligibility, shall be liable for rent and other applicable fees for the period of residence.

II. Term of Contract

- A. Student will be eligible to move into assigned space between 1:00 p.m. and 4:00 p.m. on the first day of the housing contract, based on team affiliation (see below schedule):

Contract Dates	Team
August 18 to September 9, 2011	Soccer (Women's Team)
August 18 to September 9, 2011	Soccer (Men's Team)
August 18 to September 9, 2011	Volleyball (Women's Team)
August 22 to September 9, 2011	Cross Country (Women's Team)
August 22 to September 9, 2011	Cross Country (Men's Team)

- B. Student will be required to move out by 12 noon on the final day of the housing contract, or at such time that Student's team affiliation ends.
- C. If Student has a confirmed space in university housing for Fall 2011, Student will be eligible to move to Fall housing assignment on Friday, September 9, 2011 between 10:00 a.m. – 12 noon or 1:00 p.m. – 4:00 p.m. and will be charged separately for Early Arrival Housing.
- D. **Failure to Move:** Students who vacate their assigned room later than required under the periods of residence specified herein or as otherwise agreed between University and Student are subject to a \$100.00 per day liquidated damages charge as well as any other charges allowed by law.

III. Billing and Payments

- A. The Athlete Housing rate is \$56.80/night for a single room. The housing rate includes a \$26.25 per day Flexi Dollar allowance to be used in a campus dining hall, or at any participating retail establishment.
- B. Charges will be billed on Student's university billing account. Billing statement(s) and account activity can be viewed online through the Student Portal (my.ucsc.edu).
- C. UCSC accepts e-Checks with SallieMae via Student Portal (my.ucsc.edu), cash, checks, Western Union, or Moneygram.
- D. Cashier's checks, personal checks, or money orders are payable to the UC Regents, and can be mailed or submitted in person at the Cashier's Office, University of California, Santa Cruz, 1156 High Street, Santa Cruz, CA 95064. Do not send cash.
- E. A late fee of \$25.00 may be assessed on any missed or incomplete payment.
- F. Failure to pay rent may result in action being taken, including a hold on enrollment and/or transcripts, and termination of the right of occupancy.
- G. If Student takes occupancy after the date Student was scheduled to commence occupancy, no residence rate adjustment shall be made.
- H. If Student obtains University approval of a request for cancellation, Student's residence rate shall be prorated based on length of residence. Flexi Dollar charges are based on usage.
- I. Any unused Flexi Dollar balance at the end of this contract period will be valid in the next academic year.

IV. Residence and Housekeeping Provisions

A. All Residence Units

1. **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.
2. **Notice for Entry:** Student's residence may be entered by University authorized personnel under the following circumstances:
 - a. In an **emergency** as determined by University without advance notice and whether or not Student is present. When Student's residence is entered University will, within seventy-two (72) hours, inform Student of the conditions which warranted entry.

- b. **Upon 24 hours written notice by University** unless consent is given by Student for earlier entrance to conduct necessary or agreed upon inspections, inventory, repairs/maintenance, alterations, or improvements, or supply services required to maintain the residence.
 - c. **All maintenance requests initiated by Student imply consent** to enter the premises to perform the requested maintenance.
 - d. According to a pre-determined cleaning/maintenance **inspection schedule** presented to Student and/or posted in common areas.
 - e. **Between contract periods** when, at the option of the University, units may be entered without written or verbal notice, **unless the Student has been permitted to remain in residence**.
 - f. When **Student has abandoned or surrendered** the residence.
 - g. For **any other reason allowed by law**.
3. **Visitors:**
 - a. Students are not allowed to provide housing to visitors without **prior written approval of their roommates/housemates**.
 - b. Students are not allowed to provide housing to visitors for more than three **(3)** days during the term of this contract **without prior written permission from University** and their roommates/housemates. Visitation for more than three days shall result in a **\$100.00 per day charge** to the hosting resident(s) and may result in **student judicial action**.
 - c. Student is **responsible for the behavior of any visitor(s)** and is also **financially responsible for any damages** resulting from the presence of any visitor(s). Student agrees to inform visitors of University rules.
 - d. **Any resident may request a visitor to leave** pursuant to University policy.
 - e. **Persons who have been evicted** from any university housing residence **may not stay in residence as a visitor** following eviction.
 4. **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/apartment, 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.
 5. **Furniture and Alterations:**
 - a. **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.
 - b. Student shall make **no alterations, improvements, or additions to the premises** without 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.
 6. **Room Assignments:**
 - a. University will endeavor to assign Student to a residence space which meets the preference(s) noted on Student's application, but a **specific college/housing facility, room type, or roommate assignment cannot be 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.
 - b. Room assignments are made based on available space. Student requests for reassignment to another space will be honored, if possible, and will be assessed a **\$40.00 room change fee**.
 - c. University housing is a community living environment in which Students are assigned rooms, and roommates/housemates. Although rare, students in shared rooms may not have a roommate during a portion of the contract period. In such instances, **new roommate(s) may be assigned at any time, with or without advance notification**. Student agrees not to occupy or store personal belongings in **vacant spaces and to welcome new roommate(s)/housemate(s)** when assigned.
 - d. **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.
 7. **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.
 8. **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.
 9. **University Maintenance:** University Maintenance: University will maintain on a regular basis the following items: window coverings, carpet cleaning, painting, and upholstery cleaning. However,

unusual or excessive damage to these items (as determined by University) will result in charges to Student.

10. **Student Maintenance:**
 - a. 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.
 - b. Student accepts responsibility for **promptly notifying University of all conditions that require repair**. Student should notify the University of maintenance requests through the Housing Maintenance Service Request System, fixit.ucsc.edu. University personnel will perform all necessary repairs, painting, or other alterations to residence.
 - c. 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.
 - d. **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 Students tenancy or upon the termination of tenancy. The foregoing shall not limit the Students 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.
11. **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.
12. **Keys and Lockout:**
 - a. 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.
 - b. Students **must carry keys and ensure that their door is secured at all times**. If a student locks herself/himself out more than three (3) times during the contract period, there is a service fee of \$15.00 upon the fourth lock out and every lock out there after.
 - c. 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.
13. **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. Such behavior may result in immediate termination of the housing, and affect any future eligibility for any UC Santa Cruz residence.
14. **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.

B. The Village

1. **Student is responsible for the cleaning** of her/his individual room and is jointly responsible for cleaning of the common areas of each residence unit.
2. University agrees to provide kitchen facilities. The kitchenette in each residence unit is equipped for preparation of snacks and storage of cold foods and is not designed for cooking full meals. **Cooking and cooking equipment** with exposed heating elements (e.g. hot plates) are not allowed in the residence rooms or other areas of the residence units.

V. General Provisions and Policies

- A. **Non-Transferable Contract:** This contract and the right of occupancy conferred are not transferable.
- 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. **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 or housing 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, as defined in University policies, rules and regulations, 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, knives or other weapons**
 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**
 5. Candles, lanterns, smoking devices, fireworks, portable heaters, halogen lamps, and other fire hazardous items
 6. BBQ grills, charcoal, lighter fluid, propane
 7. Amplified instruments or drum sets
- 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. **Pests:** Student is responsible for ensuring that all items brought into the residences are free of pests—including clothing, bedding, suitcases, backpacks, packing materials, furniture, and other belongings. In the event Student discovers or suspects a pest problem, Student agrees to immediately seek University assistance by placing a work order (fixit.ucsc.edu). Student shall not attempt to treat a problem or arrange for any third-party to perform treatment. If an infestation does occur, Student must follow the treatment protocol (including preparing the room and personal belongings) as instructed by the University.
- G. **Smoke-free Environment:** In accordance with University policy for a smoke-free environment, **all university housing facilities and residences are smoke-free**. Smoking is prohibited in all university housing facilities, including student rooms and apartments, community rooms, restrooms, lounges, common areas, cafés and dining halls. Additionally, smoking is prohibited in all indoor public spaces at UC Santa Cruz. The no smoking policy includes exterior stairways, decks, patios and balconies. Smoking outside is permitted only in designated areas, at least 25 feet away from all buildings and air intakes, and not in any wooded or bush areas.
- H. **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 (refer to <http://www2.ucsc.edu/judicial>), 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.
- I. **E-mail:** In order to communicate necessary housing business, Student is **expected to have a valid University e-mail account** and to **check this account on a regular basis** (cruzmail.ucsc.edu). Furthermore, Student is expected to regularly update personal contact information (address and phone numbers) via the Student Portal (my.ucsc.edu).
- J. **Parking:** **Parking is not included in the housing contract or residence rate**. Students possessing any motor vehicle agree to pay all applicable **parking fees** and to abide by UC Santa Cruz rules and regulations which forbid the keeping of any motor-driven vehicle in or about the residence buildings. Contact Transportation and Parking Services at taps@ucsc.edu or (831) 459-4543, if you have questions about parking.
- K. **Construction:** Construction and/or remodeling or repair of University academic and residential buildings is scheduled to occur during the contract period. Construction is expected to occur during normal daytime working hours, but will result in disturbances and disruptions, including, but not limited to, increased noise and dust in the area surrounding the residence facilities. There may also be both planned and unplanned utility shutdowns in the residential facilities. 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.

VI. Termination and Modification of Contract

- A. **Cancellation or Termination by University:** This contract and all rights of occupancy hereby conferred may be terminated by University under the following circumstances:
1. Without cause, given a written **30 days notice**.
 2. Given written **3 days notice** if Student fails to comply with any term or condition of this contract.
 3. Given written **3 days notice** if Student fails to make the required payments when due or to maintain all eligibility requirements. (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. Requests for cancellation of this contract by Student must be made in writing to the Stevenson Residential Life Office at least one week prior to the requested move-out date. Requests may be granted only under the following circumstances:
1. The status of Student's eligibility to live in university housing changes.
 2. Student receives special 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. **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*.
- E. **Vacating Residence:**
1. Upon termination of the contract, Student agrees to **surrender the premises to the University by 12 noon 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, furniture, and for paying all applicable fees, **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/apartment 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 Student agrees 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.
 5. **Abandonment:** A portion of the residence rate may be refundable if the contract is terminated for causes pursuant to these Terms and Conditions. In the event Student abandons the residence, **Student shall be liable for the full residence rate** for the balance of the contract period, as well as any other costs incurred by University as a result of such abandonment, unless and to the extent that a replacement Student is assigned to the same space and/or University has waived such liability in writing.
- F. **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.
- G. A 24-hour quiet atmosphere will be observed during the summer months. All noise complaints will be investigated for validity. Violation of the noise policy or disturbance of other residents may lead to loss of housing.

SUMMER 2011 STUDENT ATHLETES' HOUSING CONTRACT THE VILLAGE

PLEASE PRINT CLEARLY

Name: _____ Student ID # _____
Last First MI

Email Address: _____@ucsc.edu Phone: (_____) _____
Is this a cell? Yes No

OPERS Team: _____

Early Arrival Program: Students with fall 2011 university housing assignments may request to move into their fall residences on September 9, 2011. (6-day Early Arrival Early Arrival fee is \$276.00. Fee includes a daily Flexi Dollar allowance. All fees billed to student's university billing account.)

I am requesting an early move-in on September 9

Contact in Case of an Emergency:

Emergency Contact Name: _____ Phone: (_____) _____

Relationship (parent, guardian, friend, etc.): _____

Student certifies that the *Terms and Conditions* of this contract have been read, understood and agreed to, and that the signature appearing here is valid. It is also understood that this application does not constitute a contract unless approved and signed by a representative of the University.

 Student Signature Date

Village Housing Office Use Only

University Housing Eligibility

Verified in SHO

Room Assignment

Bldg/Room Number: _____

Period of Residence (select one):

<input type="checkbox"/> Women's Soccer: August 18 - September 9, 2011 (22 nights)	Rate: \$1,249.60 (includes Flexi Dollars)
<input type="checkbox"/> Men's Soccer: August 18 - September 9, 2011 (22 nights)	Rate: \$1,249.60 (includes Flexi Dollars)
<input type="checkbox"/> Women's Volleyball: August 18 - September 9, 2011 (22 nights)	Rate: \$1,249.60 (includes Flexi Dollars)
<input type="checkbox"/> Women's Cross Country: August 22 - September 9, 2011 (18 nights)	Rate: \$1,022.40 (includes Flexi Dollars)
<input type="checkbox"/> Men's Cross Country: August 22 - September 9, 2011 (18 nights)	Rate: \$1,022.40 (includes Flexi Dollars)

VILLAGE APPROVAL _____ Date ____/____/____

CAMPUS HOUSING OFFICE USE ONLY

Flexi Dollars: Student ID Card Flexi Dollar Card # _____

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CHO Initial/Date _____
KT 4/11