



# University of California, Washington Center

## Occupancy Contract

2017-2018

### 1. PARTIES:

The parties to this Contract are **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, hereinafter called "**UNIVERSITY**" and the undersigned **GUEST**.

### 2. ELIGIBILITY:

- A. The GUEST must be a regularly enrolled, full time, registered undergraduate or graduate student at a University of California campus, or faculty/staff member in good standing with the University, or other guest as approved by the Immediate Office of the Director, and will reside in an apartment and/or occupy academic research/office space at the UC Washington Center during the term of this contract.
- B. Visiting Students (students from universities other than a University of California campus) are allowed on a space-permitted basis and must provide evidence of enrollment at another college or university.

### 3. TERM OF RESIDENCY/OCCUPATION:

- A. The term of this contract shall commence on date indicated on Attached GUEST Check-In/Check-Out form and expire at 1:00 p.m., (EST) on date indicated on Attached GUEST Check-In/Check-Out form.
- B. The GUEST may not occupy the premises prior or subsequent to the term of residency indicated in Section 3, Paragraph A above without the expressed written permission of the UC Washington Center Building Manager or his / her designee.
- C. The GUEST agrees to vacate the premises by the expiration date and time referenced in Section 3, Item A above. If the GUEST fails to vacate the premises by the above referenced date and time, the GUEST will be assessed late charges as determined by the Immediate Office of the Director.

### 4. CONTRACT PAYMENTS:

- A. The GUEST shall be obligated to pay the UNIVERSITY in accordance with the payment provisions of this contract regardless of whether the GUEST takes occupancy of premises after the commencement of the term of residency or vacates the premises before the term of residency expires.

1-bedroom apartment:	\$139/night or \$2169/month for stay longer than 13 consecutive nights
2-bedroom apartment:	\$205/night (single occupancy, \$10 for each additional person up to 3)
Deluxe Efficiency:	\$113/night or \$1584/month for stay longer than 13 consecutive nights
Director's suite	\$186/night or \$3836/month for stay longer than 13 consecutive nights

Payment is due upon receipt of invoice from the University in the form of a check made out to "UC Regents". Any additional payment for other services will be due at check-out.

- B. Failure to make payments will result in administrative sanctions being placed on the GUEST'S present and future University records.

### 5. THE UNIVERSITY SHALL:

- A. Reserve an accommodation for the GUEST in the UC Washington Center only when the GUEST submits the **Guest Information Form**, properly executed, to the UC Washington Center and approval has been executed by the Immediate Office of the Director.
- B. Provide the GUEST with a furnished space in the UC Washington Center for the term of this Contract.
- C. Provide GUEST with access items including keys to his or her apartment/bedroom/office, a card key to the building, and a UC Washington Center ID Badge. GUEST agrees to not have keys copied and to not allow them to be used by anyone else. In addition, the GUEST will be liable for the replacement costs of keys, card key, and ID Badge as well as the costs for re-keying in accordance with UC Washington Center policy in the event that keys or ID Badge become lost, stolen or are not returned. Apartment/room/office keys, card key, and ID Badge must be returned to the Security Desk when GUEST vacates the premises.
- D. Assign the GUEST to a specific room and reserve the sole right during the term of this Contract to reassign the GUEST to another space, to assign roommates, to consolidate vacancies, or in order to make optimal use of available spaces or to make accommodations in compliance with the Americans with Disabilities Act.
- E. Provide gas, electricity, water, and access to the trash chute on every residential floor.
- F. Provide a facility that is non-smoking for GUESTS and their guests.
- G. Technology. On occasion, due to compelling circumstances, the UC Washington Center may provide access to its technology services to individuals and/or organizations not associated with the University of California under the 'public user' provision of section III.C (Allowable Use) of the University of California Electronic Communication Policy. The extension of public user status is determined on a case-by-case basis by the Center and is provided solely to the signatory.

By this document, the GUEST agrees to follow the technology use policies and best practices of the University as described in the University of California Electronic Communication Policy, applicable University of California Business and Finance Bulletins, local UC Washington Center policies and University best practices. This includes, but is not limited to, participation in the Center's anti-viral and software patch management systems.

As a public user, the UC Washington Center will provide the GUEST with basic technology support including Internet connectivity, core network services (such as DHCP & DNS), access to 3<sup>rd</sup>-party provided e-mail and the Center's web-based online services. Additionally access to local area network services may be provided at the discretion of the UC Washington Center. GUEST understands that any abuse or misuse of this service will result in the immediate termination of access. In addition, the UC Washington Center regularly reviews the extension of technology services to public users and their impact upon the operation and business interests of the Center and reserves the right to discontinue any or all of the services provided to public users without prior notice.

#### No Warranties/Limitation of Liability

The UC Washington Center's technology systems and services may not be free from defects or technological difficulties and is provided "as is," without warranty of any kind, either expressed or implied. IN NO EVENT SHALL THE UNIVERSITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF business profits, business interruption, loss of business information, or any other pecuniary loss, arising out of or in connection with any use of the Washington Center's technology systems or services, in any form whether SUCH LOSS IS CAUSED BY the University or the University's suppliers, agents or otherwise, even if the University's has been advised of the possibility of such damage.

#### 6. THE GUEST SHALL:

- A. Pay rent to The University according to the schedule in section 4 of this contract.
- B. Abide by the rules and regulations of the UC Washington Center set forth in the University of California Washington Center Handbook for Residential Living, which is furnished separately and incorporated herein by reference, as well as comply with all applicable local and federal laws, the laws of the State of California, and the rules and policies of the UNIVERSITY.
- C. Use two-sided poster tape to affix posters and pictures to the walls. No other modifications or alterations to the apartment, its fixtures, furnishings, or equipment are permitted.
- D. Not assign or transfer this Contract or sublease any room or space to another or use it in any manner (e.g. to conduct business) other than a personal residence.
- E. Inform guests about the rules and regulations of the UC Washington Center, the UNIVERSITY'S rules and policies, and the provisions of this Contract. The GUEST may be held liable for the failure to abide by such rules, policies, and applicable law and/or for behavior of the guest(s) detrimental to the welfare of other GUESTS or the UC Washington Center premises.
- F. Maintain his or her person, room, apartment, office, and common areas in a clean, sanitary, and non-hazardous condition throughout the term of this Contract and leave the premises to which the GUEST is assigned in a clean and orderly condition at the termination of this Contract.
- G. Be responsible for any damage to the premises, its furnishings, and equipment (reasonable wear and tear excepted), and comply with all provisions of this Contract.

#### 7. TERMINATION BY UNIVERSITY:

- A. The UNIVERSITY may terminate this contract at any time.
- B. In the event the GUEST fails to pay rent when due or otherwise breaches any term of this Contract, the UNIVERSITY may serve a 3-day Pay Rent or Quit Notice, a 3-day Perform Covenant or Quit Notice, or a 3-day Notice to Quit, whichever is applicable, and the failure of the GUEST to comply with the terms of such notice will result in a procedure to evict the GUEST from the premises.
- C. The UNIVERSITY may terminate this contract without cause by serving the GUEST a Thirty (30) Day Notice of Termination of Tenancy.

**TERMINATION BY GUEST:** This Contract shall terminate by virtue of the expiration of its fixed term. No termination prior to that time is allowed unless approved in writing by the Building Manager of the UC Washington Center under the conditions enumerated in subsections 8a through 8b below.

- A. **Failure to take Occupancy:** The UNIVERSITY retains the right, at its sole discretion, to reassign another GUEST to the premises assigned to GUEST without relieving the GUEST of his or her obligation until such time that an actual replacement GUEST is secured and has commenced occupancy. In addition to any other rent and charges owed to the UNIVERSITY, the GUEST whose Contract is terminated pursuant to this section 8a shall be assessed a liquidated damages fee of \$200.
- B. **Termination after Occupancy:** In the event, the GUEST moves out or otherwise terminates this Contract prior to the end of the Term specified herein, the GUEST remains liable for rent and other fees owing under this Contract until the end of the Contract Term. In addition, the GUEST will be charged a liquidated damages fee of \$200 to cover the administrative costs to the UNIVERSITY in seeking a replacement GUEST, processing the necessary forms resulting from such early termination, and other costs, the actual damages for which are impracticable and/or extremely difficult to fix. GUEST hereby agrees that said liquidated charge is reasonable. In the event the UNIVERSITY secures a replacement GUEST who has taken occupancy before the end of the Contract Term, the GUEST may be excused from all or a portion of the outstanding rent and other fees owed under this Contract; however, the GUEST will not be exempt from the liquidated damages charges. Under exceptional circumstances, the liability of the GUEST for outstanding rent, fees, and liquidated damages may be waived by the UNIVERSITY provided a written request is made by the GUEST in a timely manner. No exception shall be valid unless and to the extent that the exception is made in writing by the Director.

**TERMINATION DATE:** The approved termination date shall be the date specified by the Director, but in no event will the date be effective prior to GUEST'S completion and submission of the required check-out forms and return of all keys to the Building Manager.

**10. IT IS FURTHER AGREED THAT:**

- A. The UNIVERSITY assumes no responsibility for and provides no insurance or financial protection for the GUEST'S personal property.
- B. The UNIVERSITY does not promise or guarantee assignments to any particular apartment or space. If, for any reason, the UNIVERSITY cannot deliver possession of an apartment or space to the GUEST, the UNIVERSITY shall not be liable to the GUEST for any loss or damage resulting from the UNIVERSITY'S delay or failure to deliver possession.
- C. The GUEST may make a written request to the Building Manager to change apartments or spaces, but permission for such is at the UNIVERSITY'S sole discretion. The GUEST is liable for the rent of the vacated apartment/space (until the apartment/space is completely vacant and all assigned keys are returned), as well as the rent on the new room. The GUEST must complete the transfer within three (3) days. Moves not approved by the University are void and of no effect, and the UNIVERSITY may relocate the GUEST to his/her originally assigned premises and impose disciplinary action.
- D. UNIVERSITY personnel (including Building Management and/or contractors) may enter the GUEST'S apartment and/or office space as allowed by law and during normal working hours for cleaning, inventory, repairs, service, and inspection, or as deemed necessary by the UC Washington Center upon 24 hours written notice. Said notice is not required in the event of any emergency, building evacuation, or abandonment of the apartment by either the GUEST or GUEST'S roommate(s). The GUEST agrees to waive the 24-hour written notice requirement to allow UNIVERSITY personnel to enter the GUEST'S premises during normal working hours when the GUEST has requested service and/or for routine, scheduled cleaning when the UNIVERSITY has informed the GUEST in writing of the approximate cleaning schedule, and at the discretion of the UNIVERSITY.
- E. A breach of this Contract by the GUEST may result in any or all of the following actions: disciplinary action, eviction proceedings, assessment of fees or damage/loss/cleaning charges, and action against the GUEST'S home campus.
- F. Violation of the UC Washington Center's rules and regulations or local, State of California, or federal law, or conduct that is otherwise detrimental to the GUEST or to the welfare of other guests, may be the basis for disciplinary action against the GUEST. Disciplinary action can include assessment of fees or damage charges, and/or termination of the Contract.
- G. The UNIVERSITY shall not be liable for providing accommodation to the GUEST if an assigned space is rendered uninhabitable due to circumstances beyond the reasonable control of the UNIVERSITY, including, but not limited to, "Acts of Nature" (e.g. flood, tornadoes, and unusual weather conditions).
- H. GUESTS are not permitted to have animals of any sort in the building at any time unless a written request for an exception has been submitted to and approved in writing by the Director.
- I. The GUEST agrees and understands that he or she is prohibited from maintaining, storing, or discharging any firearms on UC Washington Center property. The GUEST may not keep or permit to be kept in or about the premises any of the following: ammunition, fireworks, gasoline, naphtha, benzene, or any other chemicals that are toxic or explosive in nature.
- J. No modification of the terms and conditions of this Contract shall be effective unless given in writing by an authorized representative of the University with thirty (30) days' notice.
- K. The GUEST agrees to respect the rights of other guests and to behave in a manner conducive to a harmonious living environment as determined by the UNIVERSITY. The UNIVERSITY may terminate this contract if the GUEST demonstrates an ongoing inability to abide by the requirements of group living.

**11. CARE AND CONDITION OF PREMISES:**

- A. **Repairs to Premises:** The GUEST may not make any repairs or correct any deficiencies in the premises either during the tenancy or at the end of the tenancy. The GUEST agrees to waive any rights the GUEST may have under California law to make any repairs or correct any deficiencies in the premises.
- B. **Toxic Mold:** Mold occurs naturally in the environment and there currently exists no federal law or state standards for permissible levels of mold. GUEST is required to take steps to control the growth of mold and mildew by keeping the premises clean and well ventilated, particularly while showering, bathing, or washing dishes or clothes. GUEST is required to notify the Residential Services Office and fill out a work order promptly regarding the existence of water leakage or overflow in or about the premises.

**12. MEGAN'S LAW:**

- A. The Washington D.C. Metropolitan Police Department maintains a publicly accessible web site listing Class A registered sex offenders as a service to the community. If you have questions about such sex offenders, you may access the information through <http://mpdc.dc.gov/serv/sor/sor.shtm> or calling (202) 727-4407. If you have questions about Class B and C registered sex offenders, you must inquire in person at 300 Indiana Avenue, NW, Washington, DC. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

**13. GOVERNING LAW AND CERTIFICATION:**

- A. The laws of the State of California shall govern this contract.
- B. By signing the attached **Guest Information Form**, the GUEST certifies that the above information is correct, that the Terms and Conditions of Residence/Occupation in this contract have been read, understood, and agreed to, and that they are incorporated herein by reference; that this contract is for the entire term and that the signature appearing here is valid. It is understood that any misrepresentations or false statements appearing herein are material to this contract and constitute breach thereof. It is also understood that this contract does not constitute a contract until signed by the representative of the Regents of the University of California.