

2022-2023 RESIDENCE HALLS

CONTRACT

The undersigned occupant hereinafter referred to as "Resident" understands that all information provided and contained in the multi-step contract and assignment process constitutes a legal binding contract between said Resident and the Regents of the University of California, as represented by UCR Housing Services (UCR-HS), hereinafter referred to as "University," "UCR-HS," or "UCR Housing Services."

In the case of a Resident assigned to Dundee Residence Hall, such Resident understands that following submission of the Contract and the payment of the non-refundable Contract Fee and the non-refundable Activity Fee to the University, the University shall assign the Contract's financial and facility maintenance rights and obligations to CHF – Riverside I, LLC, hereinafter referred to as "Owner," excluding any and all rights to the Contract Fee and Activity Fee. The assignment of this Contract from University to Owner shall constitute a legal binding contract between Resident and Owner. As such, Owner shall retain responsibility for maintenance services and enforcement of the financial terms of this Contract, while the University/UCR-HS shall retain responsibility for marketing, leasing, and residential services.

THIS CONTRACT IS NOT A MERE APPLICATION FOR HOUSING.

By submitting this Contract, Resident authorizes the University or Owner to use all information provided, selected and contained in the Contract to process, maintain, and enforce Resident's on-campus housing assignment, as outlined specifically in this Contract.

Resident understands and acknowledges that canceling this Contract, once submitted, will put Resident in default of the Contract, resulting in financial consequences and possible legal action.

I. ROOM ASSIGNMENT

1. The University shall provide a furnished space in the Residence Hall Program at the University of California, Riverside ("UCR"), hereinafter referred to as "Room," and one of two available dining plans under the management of UCR-HS. The University does not guarantee any preferences, including but not limited to specific buildings, rooms, halls, or roommates. The University reserves the right to re-assign the Resident to a different room at any time following submission of this Contract.
2. Floor plans of the same room style may vary. Variances in the same room style shall not be criteria for premium payment or for a discount.
3. Resident agrees that any and all facilities provided by University in the community are provided as a gratuity and their use is not part of the rent paid by Resident. University reserves the right to change or limit the hours of any such facilities, or to eliminate them completely without prior written notice to residents. Such action shall not constitute any claim for diminished rental value by Resident or a claim of default under the terms and conditions of the Contract by University.
4. This Contract covers the period beginning Saturday, September 17, 2022 or Sunday, September 18, 2022, and ending Saturday, June 17, 2023, with the following exception: The Residence Halls close completely for Winter Break, December 11, 2022 through January 7, 2023. Material belongings may be left in Resident's assigned Room during Winter Break but physical stays must specifically be requested and approved by the University, and for a Resident of Dundee Residence Hall, the request must be approved by both the University and Owner. Fees for physical stays during Winter Break will be billed separately. No meals are served during Thanksgiving Holiday or during Winter Break.
5. Residents moving into the Residence Halls for the Fall 2022 quarter will be assigned a move-in time on either Saturday, September 17, 2022, or Sunday, September 18, 2022. For the purposes of this Contract, the night of Saturday, September 17, 2022 does not represent a billable night. Billable nights begin with the night of Sunday, September 18, 2022 regardless of the Resident's assigned Fall move-in date and time.
6. Actual Move-In dates/times will be assigned by UCR-HS in advance of move-in.
7. Any Contract submitted by a Resident who is under the age of 18 at the time of submission must be accompanied by a Parent-Guardian Guarantee Form. Failure to provide this Contract addendum will nullify this Contract.
8. Residents who relocate themselves to spaces to which they are not assigned are considered illegal relocations. Such Residents will be moved back to their assigned space and shall be subject to a \$75.00 liquidated damages charge to cover related administrative costs, in addition to costs for maintenance and/or custodial as are actually or typically incurred.

II. OCCUPANCY CALENDAR

	FALL QUARTER	WINTER QUARTER	SPRING QUARTER
Halls Open	September 17/18, 2022*	8:00a.m., January 8, 2023*	8:00a.m., April 2, 2023
Meals Begin	Dinner, September 17/18, 2022	Dinner, January 8, 2023	Dinner, April 2, 2023
Instruction Begins	Thursday, September 22, 2022	Monday, January 9, 2023	Monday, April 3, 2023
Meals End	Brunch, November 23, 2022	---	---
Meals Resume	Breakfast, November 28, 2022	---	---
Meals End	Brunch, December 10, 2022	---	Brunch, June 17, 2023
Halls Close	5:00p.m., December 10, 2022	---	5:00p.m., June 17, 2023

* Early move-ins are not permitted due to security and safety reasons

III. PAYMENTS PLANS, FEES:

	Double ROOM			DINING PLAN (Board)		ACTIVITY FEE
	Aberdeen- Inverness & Lothian	Dundee	Pentland Hills	Highlander 150	Highlander Unlimited	
Non-Refundable Contract Fee (Due at Contract Submission)	\$270	\$270	\$270	-	-	
Non-Refundable Activity Fee (Due at Contract Submission)						\$63
DUE DATES:						
FALL QUARTER						
September 1, 2022	\$1421	\$1480	\$1444	\$640	\$740	-
October 1, 2022	\$1421	\$1480	\$1444	\$640	\$740	-
November 1, 2022	\$1421	\$1480	\$1444	\$640	\$740	-
WINTER QUARTER						
December 1, 2022	\$1366	\$1421	\$1388	\$640	\$740	-
January 1, 2023	\$1366	\$1421	\$1388	\$640	\$740	-
February 1, 2023	\$1366	\$1421	\$1388	\$640	\$740	-
SPRING QUARTER						
March 1, 2023	\$1366	\$1421	\$1388	\$640	\$740	-
April 1, 2023	\$1366	\$1421	\$1388	\$640	\$740	-
May 1, 2023	\$1366	\$1421	\$1388	\$640	\$740	-
Annual Room & Board Costs	\$12,459	\$12,966	\$12,660	\$5,760	\$6,660	-

- The listed payment plan coincides with a Double occupancy room assignment at each of UCR's residence halls. Triple occupancy room assignments are discounted at each residence hall. Single occupancy room assignments are upcharged at each residence hall. Detailed rates and payment plans can be found at <https://housing.ucr.edu/get-housing/rates-billing-terms> and are incorporated herein.
- Resident will be prompted to pay the non-refundable Contract Fee and non-refundable Activity Fee to the University by credit card or eCheck during the online Contract submission process. regardless of the residence hall community to which Resident is assigned.
- Payment installment amounts and dates have been selected for convenience only. The intervals between dates should not be construed as the period covered by the payment just as the amounts of payments shall not be considered applicable only to the period in which they are due and payable.
- An annual, non-refundable Activity Fee in the amount of \$63 will be billed by the University during the Contract submission process. The fee is used to cover expenses for Resident's social, academic, recreational, and cultural opportunities in the UCR Residence Halls.
- The Resident is responsible for making payments on the due dates specified in this Contract without the University or Owner having to make demand for payment.

6. Residents approved for an early or extended occupancy for any reason are subject to all applicable terms and conditions contained within this agreement beginning with or extending throughout their days of occupancy.
7. For Resident assigned to Aberdeen-Inverness, Lothian, or Pentland Hills residence hall:
 - a. All Housing charges will appear on the campus statement of account, which is updated monthly and available online at <http://www.rweb.ucr.edu/>.
 - b. The Resident may make online credit card or eCheck payments at <http://www.rweb.ucr.edu/> or mail check/money order payments to University of California, Main Cashiers Office, 900 University Ave., Room 1111, Riverside, CA 92521. Make checks payable to "Regents, UC."
 - c. Financial aid credits remaining on the statement of account after payment of fees will be applied to UCR-HS charges remaining on the account.
8. For Resident assigned to Dundee Residence Hall:
 - a. Room and Board fees will appear at <https://mycommunity.americancampus.com/signin> once Resident has created an account.
 - b. The Resident may make Room/Board payments as follows:
 - i. In person by check, money order or cashier's check at the Dundee Resident Services Office. Make checks payable to "Dundee Residence Hall."
 - ii. Online credit card payments at <https://mycommunity.americancampus.com/signin>
 - iii. Mail check/money order/cashier's check payments to Dundee Residence Hall, Attn. General Manager, 680 W. Linden Street, Riverside, CA 92521. Make checks payable to "Dundee Residence Hall."
 - c. Resident is responsible for using financial aid funds in excess of tuition and fees to pay housing rent as outlined above.
9. All payments are due on the 1st of the month and considered late after the 15th of the month, or the Friday prior to the 15th if the 15th falls on a Saturday, Sunday, or University-recognized holiday. **THERE WILL BE A \$30.00 LATE CHARGE FOR ALL PAYMENTS RECEIVED AFTER THE 15TH DAY OF THE APPROPRIATE MONTH, OR THE FRIDAY PRIOR TO THE 15TH DAY OF THE APPROPRIATE MONTH IF THE 15TH FALLS ON A SATURDAY, SUNDAY, or University-recognized holiday, AND FOR SUBSEQUENT MONTHS UNTIL PAYMENTS ARE MADE CURRENT.** Resident may make an appointment to speak with a UCR-HS representative or, for a Resident of Dundee Residence Hall, with an Owner representative to discuss any past due balance or anticipated past due balance. However, this will not waive the \$30.00 Late Fee. Please do not use inter-campus mail to send payments. If you need a receipt, enclose a self-addressed envelope with proper postage with payment and a receipt will be sent back to you.
10. Resident's failure to pay any amounts due under this Contract or breach of any other provision of this Contract or the Student Conduct Policies may result in disciplinary action, a hold on registration, transcripts, and/or other academic records, as well as other appropriate action allowed by law or by University policy, including termination of this Contract and eviction proceedings.
11. As it is extremely difficult or impractical to ascertain the precise amount of damages incurred by a breach of conditions, parties hereto agree to liquidated damage costs as they are defined in or referenced by this Contract.
12. Residents who are scheduled to move in after the predefined opening date for each quarter shall have Room and Board prorated based on a nightly rate. Late arrivals and early departures will not be prorated without prior written approval. **Room and Board will not be prorated during the first two weeks or the last two weeks of any quarter.**
13. For the purposes of this Contract, a nightly rate will cover Resident's possession of a space until 5:00pm the following day. Resident's failure to vacate a space by 5:00pm on any day shall constitute an additional night of billing.
14. In the event of early departure, Board charges will be prorated based on a nightly rate and shall encompass lunch or brunch on the date of departure. Any usage of meal swipes and/or Dining Dollars beyond the prorated amount will be billed to the Resident.
15. The Resident is financially responsible for the entire term of this Contract unless officially released by the University or Owner. If officially released by the University or Owner, Resident will be responsible for all terms and conditions of the release, as communicated in writing.
16. UCR-HS may increase the rates in an amount not to exceed 10% of the total Room and Board fee, as economic conditions warrant. If a rate adjustment is necessary, UCR-HS shall notify resident in writing thirty (30) days prior to the effective date of the rental rate increase.
17. Resident will be charged for any damages to Resident's Room. Charges are due and payable upon assessment.

IV. TERMS AND CONDITIONS

1. ELIGIBILITY

- a. The Residence Halls are designated as single student housing for all class levels. Married occupants and occupants in a domestic partnership may not occupy rooms, be they shared or unshared by other assigned occupants, in the assigned community.
- b. Children/minor and other dependents, family members, and any other non-enrolled and contracted guests may not reside in the premises. Students with children/minor or other dependents are not eligible for residency in the Residence Halls.

- c. Resident must be regularly enrolled and remain a full-time registered UCR student as defined by the Registrar's Office to be a resident in the Residence Hall Program. However, in the event of withdrawal from UCR, the Resident shall be obligated to pay the University, or if a Resident of Dundee Residence Hall, the Owner, in accordance with the payment provisions of this Contract.
- d. To be considered for an assignment in the Residence Halls Program based on availability, the Resident must have received notification of admission to UCR, submitted a Statement of Intent to Register to UCR, and submitted a contract, non-refundable Contract Fee, and non-refundable Activity Fee on or before published deadlines.
- e. A one-quarter Leave of Absence may be approved by UCR-HS upon request if Resident conduct and financial records are in good standing. A Leave of Absence may not be requested for Resident's initial quarter of occupancy. Only one housing-related Leave of Absence shall be granted by UCR-HS or Owner while Resident is a UCR student. Residents with an approved Leave of Absence are required to present evidence of registration for the next regular session quarter or submit a formal Contract Cancellation Request at least 30 days prior to the end of the quarter in which the Leave of Absence has been approved.
- f. UCR-HS reserves the right to permanently exclude from campus housing a Resident who has been legally evicted from any campus housing unit or whose Contract has been otherwise terminated by UCR-HS or Owner. Excluded Residents are not permitted to enter/return to the buildings or grounds of any campus housing facility for any reason.
- g. In regard to Dundee Residence Hall, Resident acknowledges that Owner may assign this Contract to Wilmington Trust, National Association, its successor and assigns ("Trustee"). In the future and during the term of this Contract, Resident may be required to follow the instructions of the Trustee, its designee or subsequent owner from time-to-time according to the terms set forth in this Contract.

2. SUBLETTING & GUESTS

- a. The Resident shall not assign any rights under this Contract, sublet or give accommodations to any other person not assigned to the Residence Hall Program Room.. Actual violations, as well as solicitation of a sublease, shall be grounds for eviction.
- b. The Resident shall be responsible for their own and any guests' conduct and any loss or damage caused by themselves or their guests to furniture, furnishings, equipment, building and grounds.
- c. The Room may not be used for lodging, parties, or overnight visitation by any person not assigned to the Room without prior written approval of UCR-HS.

3. ROOMMATES

- a. A Resident who is assigned to a room with roommate(s) must limit their physical occupancy to their assigned portion of the room space at all times during the contracted period.
- b. A Resident's physical location in a room is denoted by the "A", "B", "C", or "D" designation of a room number. Physical locations are arranged left to right. Lofted bed locations are denoted by a "C" or "D".
- c. Roommates must be of the same gender, unless roommates are assigned to a gender-inclusive hall or room via processes sanctioned by UCR-HS or space availability allow otherwise.
- d. If Room consists of more than one assignable space, UCR-HS reserves the right, when any assignable space is vacant, to assign a new Resident to the vacant assignable space.
- e. Conflict with a roommate will not be considered grounds to terminate this Contract. University and Owner make no representations or warranties as to the compatibility or conduct of any roommates assigned to Room. In no event is University or Owner liable for any damages, whether direct or indirect, general or specific, arising out of or relating to the conduct of any roommate.

4. UTILITIES

- a. **At Aberdeen-Inverness, Lothian, and Pentland Hills**, UCR-HS pays for electricity, basic cable television, water, trash, sewer and high speed internet services.
- b. **At Dundee**, Owner pays for electricity, water, trash, sewer and high speed internet services.

5. DINING PLANS /BOARD

- a. The ability to purchase sundries, food, and meals from the numerous convenience stores and food venues on campus via a Dining Plan shall be an integrated amenity of the UCR Residence Hall program.
- b. A Dining Plan is composed of (1) Residential Meal Swipes that can be used to purchase meals in the Glasgow or Lothian Residential Restaurants and (2) Dining Dollars that can be used to purchase personal or guest meals and snacks at any Residential Restaurant, convenience store, or other dining venue on campus. The selected Dining Plan may be supplemented with additional value at any time at any Resident Services Office. **Note:** During holidays and Winter Break, no meals are served at Residential Restaurants and campus food service and convenience store availability is extremely limited or may be entirely unavailable.
- c. Meals offered in a Residence Hall Residential Restaurant include breakfast, lunch, and dinner on Monday through Friday; brunch and dinner on Saturdays and Sundays. Meal swipe allotments are re-set each quarter. Unused meals do not roll over to the next quarter and are NOT refundable. Unused Dining Dollars **DO** roll over to the next quarter during the academic year (i.e. Fall, Winter & Spring of the

contract term). However, Dining Dollars remaining unused upon contract cancellation or at the end of the academic year **DO NOT** carry over and are **NOT** refundable.

- d. "Meal Swipes" are available for use at the next scheduled Residential Restaurant meal following move-in. Dining Dollars are available for use beginning on September 17, 2022, or the scheduled move-in date for move-ins after September 17, 2022, and may be utilized through June 17 of the academic year in which Resident is assigned, or the Resident's move-out if prior to June 17, after which time they will expire.
- e. The Dining Plan selected at contract signing is for the entire academic year. Changes are permitted during the first two weeks following the Start of Instruction (as published by the University) in the Resident's initial move-in quarter. The Dining Plan may not be transferred, cancelled, carried forward, refunded, or reduced to a plan of lesser value except as allowed for in the terms of this Contract. Dining Plan change requests for emergency/exceptional situations presented with supporting documentation may be considered after the first two weeks of the quarter that follow the Start of Instruction in the Resident's initial move-in quarter. A class schedule conflict or dietary preference is not a viable reason for a Dining Plan change after the first two weeks of the quarter that follow the Start of Instruction in the Resident's initial move-in quarter. Requests should be directed in writing to UCR-HS.

6. TERMINATION: GENERAL PROVISIONS

- a. It is agreed that this is an academic year contract and thus it may not be terminated by Resident on or after Resident's announced Fall 2022 Move-In Date, or the scheduled move-in date for Residents entering at any other time during the academic year, except as specifically provided for in this section.
- b. UCR-HS or Owner will not release Resident from this Contract, except as described in section 6(e) or Item 6(f)(vii).
- c. **UCR-HS or Owner will not consider this Contract terminated until a Contract Cancellation Request has been approved or this Contract has been legally terminated by UCR-HS or Owner, and Resident has removed all personal belongings from the premises and returned all keys and/or other access devices to UCR-HS or Owner, or by other means allowable by law.**
- d. All Contract Cancellation Requests submitted after Resident's announced Fall 2022 Move-In Date, or the scheduled move-in date for Residents entering at any other time during the academic year, will be assessed a \$75 processing fee unless specifically noted. Approval should not be assumed. If approved, Resident will be assessed cancellation charges as denoted in the sections below, which the Resident agrees are liquidated damages.
- e. **TERMINATION BY UCR-HS OR OWNER:**
 - i. UCR-HS or Owner may terminate this Contract for any reason allowed by law, including, but not limited to, Resident's failure to pay any amounts required hereunder when due or for any other violation of a term or condition of this Contract or the Student Conduct Policies. In such event, UCR-HS or Owner shall serve a three-day Notice to Pay Rent or Quit, Notice to Perform Covenant or Quit, or a Notice to Quit, whichever is applicable. In the event of such termination by UCR-HS or Owner, the Resident shall be held responsible for payment of the remaining contracted amount up to such time as UCR-HS is able to enter into a replacement contract with another resident.
 - ii. The Resident hereby agrees that UCR-HS or Owner may terminate Resident's tenancy under this Contract without cause upon thirty (30) days' written notice, and expressly waives any right Resident may have currently or in the future under state law to receive sixty (60) day notice of termination.
 - iii. If UCR initiates a full cancellation of admission prior to Resident's announced Fall 2022 Move-In Date, or the scheduled move-in date for Residents entering at any other time during the academic year, there will be no liquidated damages or processing fee charged.
 - iv. If Resident fails to vacate the premises on June 17, 2022, or other legal termination date, the Resident is responsible for pro rata rent until the Resident vacates the premises. Any damages incurred by UCR-HS or Owner as a result of Resident's failure to vacate premises, including a minimum liquidated damages charge of \$75.00 to cover administrative costs incurred by UCR-HS or Owner as a result of Resident's failure to vacate, shall be charged.
 - v. "No Shows" are Residents who (1) do not check in on Resident's announced Fall 2022 Move-In Date, or the scheduled move-in date for Residents entering at any other time during the academic year, or (2) fail to pre-notify UCR-HS of a planned late arrival at least 48 hours prior to Resident's announced Fall 2022 Move-In Date, or the scheduled move-in date for Residents entering at any other time during the academic year. "No Shows" who have been released from UCR student status will fall under the established campus refund schedule available in the UCR General Catalog. A "No Show" who is a registered student at UCR shall remain obligated to this full contractual agreement and will fall under the Cancellation Charge Schedule below. UCR-HS may seek a replacement resident 48 hours following Resident's announced Fall 2022 Move-In Date, or the scheduled move-in date for Residents entering at any other time during the academic year. Liquidated damages will be assessed.
 - vi. *Force Majeure*. In the event that circumstances such as fire, earthquake, or any other "Act of Nature," casualty, or circumstance render all or a part of the Apartment or premises uninhabitable or otherwise prevent the University's performance under this

Contract, University shall have the right to terminate this Contract, or move Resident to similar accommodations while repairing and restoring the premises. Resident's obligation to pay rent hereunder shall be abated only if University terminates this Contract or does not provide Resident with similar accommodations. University has no obligation or liability to Resident to provide alternate housing or food services or to rebuild or replace any affected premises. Prepaid room and/or board applicable to the period following the premises being officially designated as uninhabitable and cancellation of Contract by University shall be prorated and refunded to Resident by University.

f. **TERMINATION BY THE RESIDENT:**

- i. **A Resident seeking to terminate this Contract must submit a Contract Cancellation Request online. The Resident's planned date of move-out must fall at least 30 days after the date of the request. The University approve the Contract Cancellation Request in order for this Contract to be terminated.**
- ii. If Resident submits a Contract Cancellation Request less than 30 days prior to Resident's planned move-out, Resident will be charged the nightly Room and Board for each day short of a 30-day notification and pro rata rent until the Resident vacates the Room, and shall be responsible for any other term or condition of the approved release.
- iii. If Resident fails to vacate the Room on the move-out date submitted on a Contract Cancellation Request form or, in the event of a relocation, three (3) days after Resident takes possession of Resident's new space, Resident is responsible for pro rata rent until Resident vacates the Room. Any damages incurred by the University or Owner as a result of Resident's failure to vacate the Room and a liquidated damages charge of \$75.00 to cover administrative costs incurred by the University. Resident further understands and agrees that Resident will be responsible for all of University's damages resulting from Resident's "holding over" of the Space, as well the damages of any person who was unable to move in due to Resident's holdover.
- iv. If Resident's admission is rescinded by the University prior to Resident's announced Fall 2022 Move-In Date, or the scheduled move-in date for Residents entering at any other time during the academic year, there will be no liquidated damages or other fees charged.
- v. If Resident terminates this Contract prior to the Resident's scheduled move-in date while still an admitted UCR student, cancellation charges will follow the schedule below, which the Resident agrees are liquidated damages.
- vi. Changes in the availability of in-person instruction or any other in-person campus programs or activities shall not be considered grounds for reimbursement or contract cancellation. Submission of this Contract is Resident's implied acceptance of the risk of these changes in campus operations.
- vii. All Contract Cancellation Requests submitted on or after Resident's announced Fall 2022 Move-In Date, or the scheduled move-in date for Residents entering at any other time during the academic year, excepting conditions outlined above will be assessed according to the schedule below.

CANCELLATION REQUEST SUBMISSION DATE	CANCELLATION CHARGE SCHEDULE
Within 30 Days of Scheduled Move-In Date	Room Fees for 30 nights
On or After Scheduled Move-In Date of Contract	\$75 Processing Fee + Remaining Financial Obligation of Contract

- viii. On or after Resident's announced Fall 2022 Move-In Date, or the scheduled move-in date for Residents entering at any other time during the academic year, the Resident may request to terminate this Contract without penalty for one of the following reasons only. All other requests will be charged as indicated in the schedule above.
 - (a) Cancellation of admission or release from UCR student status by for the remainder of the academic year. This does not include voluntarily withdrawing from classes for any particular quarter. A \$75 processing fee and pro rata rent will be charged.
 - (b) Approval of a written request to UCR-HS or Owner, or substitution of a full time registered UCR student who lives off campus. It is the responsibility of the Resident under contract to find an acceptable replacement. A \$75 processing fee will be charged.
 - (c) The dining (Board) portion of the Contract will be cancelled upon the date of the confirmed move-out and all meal privileges will be discontinued. **NOTE:** *Previous payments made according to the payment schedule may not be adequate enough to cover expenses incurred (e.g. meals) in the event of an early departure and any over-usage or underpayment will be billed appropriately to Resident at time of departure.*

- ix. Residents who move out without Contract termination approval and/or without following proper move-out procedures as outlined in the most current edition of the Student Conduct Policies will be considered "Improper Move-Outs" and charged the remaining financial obligation of this Contract, minus Board(dining) fees.
- g. Any correspondence pertaining to contract termination must be directed as follows:
 - i. PRIOR TO MOVE-IN
 - (a) **Resident assigned to Aberdeen-Inverness, Lothian, Pentland Hills or Dundee:** UCR-HS, 3595 Canyon Crest Drive, Riverside, CA, 92507 or housinginfo@ucr.edu.
 - ii. AFTER MOVE-IN
 - (a) **Resident assigned to Aberdeen-Inverness, Lothian, Pentland Hills:** UCR-HS, 3595 Canyon Crest Drive, Riverside, CA, 92507 or housinginfo@ucr.edu.
 - (b) **Resident assigned to Dundee:** Dundee Residence Hall, Attn. General Manager, 680 W. Linden Street, Riverside, CA 92521.
- h. **Notifying Admissions, the Registrar, or any other campus department will specifically NOT suffice as notification to UCR-HS or Owner.**

7. LIQUIDATED DAMAGES

In addition to all amounts payable to the University or Owner under this Contract, the Resident agrees to pay the University or Owner \$75.00 as liquidated damages for the preparation and service of all notices. Resident shall also reimburse University or Owner for any legal support services or attorney fees incurred during the pursuance of legal eviction procedures. In the event the University or Owner prepares a Notice to Pay Rent/Perform Covenant due to the Resident's failure to pay rent or to perform a covenant of the Agreement and (1) the Resident pays said rent or performs said covenant or (2) the University or Owner agrees to rescind such Notice, Resident agrees to pay the University or Owner \$75.00 as liquidated damages to cover the administrative costs involved in the preparation and service of said Notice. In the event the University or Owner prepares and has served a Summons of Complaint and the University or Owner and the Resident subsequently resolve their differences and the University or Owner allows the Resident to continue to reside in the premises, the Resident agrees to pay the University or Owner (a) \$75.00 as liquidated damages to cover the administrative costs involved in the preparation of the Summons of Complaint plus (b) such costs for service as are actually incurred. It is agreed that it is extremely difficult or impractical for the University or Owner to ascertain its damages in the event of hold over, that said liquidated damages represent a reasonable amount calculated to cover damages to the University or Owner in the event of hold over. The imposition of liquidated damages in the above circumstances shall not prevent the University or Owner from serving a future Notice to Pay rent/Perform Covenant or Quit and /or serving a Summons of Complaint for unlawful detainer.

8. LIMITATION OF LIABILITY

- a. The University and Owner shall share no liability for the theft, loss, destruction or damage to Resident's personal belongings, the Resident's rented space, or another individual while the Resident lives on campus or for personal articles left behind after vacating the premises. Renter's insurance is not mandatory and may be purchased from any source. However, the University of California has partnered with GradGuard to provide renter's insurance designed specifically for university students. The University strongly recommends that Resident secure a renters insurance policy with GradGuard or another equitable plan offering economical protection while Resident is living on-campus, off-campus, or traveling abroad.
- b. Resident acknowledges that congregate living facilities such as that represented by campus housing may present certain risks of exposure to infectious diseases that can cause illness or death. If Resident should contract a communicable disease or be exposed to an individual with a communicable disease, Resident may be required to temporarily leave the premises or their contracted space. Resident agrees to adhere to any applicable guidelines, directives and/or measures implemented by the State of California and/or Riverside County Public Health officials to reduce risks associated with the spread of an infectious disease, including but not limited to occasions of on-site or remote self-quarantine. Resident waives the right to any claim against the University or Owner related to or arising from the acquisition of or exposure to any infectious disease. Neither the University or Owner or their employees or agents shall be liable for any claims of loss, expense, or damage to Resident relating to the acquisition of or exposure to any infectious disease. The University and Owner make no warranty with respect to the safety of the premises with regard to any infectious disease.

9. CARE OF PREMISES AND OBSERVATION OF CONTRACT PROVISIONS

- a. Resident agrees to keep the space and premises in a clean, sanitary, non-hazardous condition, to be responsible for any damage to the space, its furnishings and equipment (reasonable wear and tear excepted) and to comply with all provisions of this Contract and the most current edition of the Student Conduct Policies, as they may from time to time be amended.
- b. University or Owner may temporarily turn off equipment or interrupt utilities to avoid property damage or to perform work requiring such interruption as determined by University's or Owner's sole judgment. University and Owner will not be liable for any inconvenience,

discomfort, disruptions, or interferences with Resident's use of premises because University or Owner is making repairs, alterations, or improvements to the premises, Room, buildings, or community, as allowable by law.

- c. Resident agrees not to make any alterations and/or changes to the Room as outlined in the Student Conduct Policies.
- d. The University or Owner shall provide regular cleaning of communal spaces (i.e. lounges, hallways, community bathrooms, labs, laundry rooms, music rooms, study spaces, etc.), except during weekends, University-recognized holidays, academic breaks, or during Final Exam weeks.

10. RULES AND REGULATIONS

- a. Resident agrees to comply with all rules and regulations which the University has established including, but not limited to, such rules as are incorporated in the most current edition of the Student Conduct Policies. Rules and regulations set forth in the Student Conduct Policies may be changed with thirty (30) days' notice and Resident agrees to abide by any such changes. Failure to comply with the rules and regulations in the Student Conduct Policies, including any inability or refusal to adjust to the concept and requirements of living in a student residential environment, shall be deemed a material breach of this Contract.
- b. Resident is fully responsible for reviewing and complying with information distributed by UCR-HS or Owner to Resident's student email address or to the Resident Services Office in the Resident's name.

11. RELOCATION

- a. Resident understands that University reserves the right to relocate Resident to another room in an on-campus housing community owned, operated, or managed by or on behalf of University upon thirty (30) day notice. In case of an emergency, UCR-HS or Owner shall assist Resident in moving Resident's personal property in the event of such relocation.
- b. In the case of an emergency, the University will relocate Resident immediately to a Room as comparable as possible to the one being vacated, including an off-campus accommodation, if necessary.
- c. Any Resident residing in a room with special modifications or accessibility for persons with disabilities may be relocated to another room should the need arise for the modified space.

12. FIRE & LIFE SAFETY

- a. Resident shall take due care to prevent fires, including but not limited to ensuring that stoves and microwaves are not left unattended when they are in use. Toxic, hazardous, or flammable non-household chemicals shall not be stored on the premises.
- b. Any suspected malfunction of fire safety equipment must be reported immediately to the appropriate Resident Services Office (RSO).
- c. Resident must evacuate the premises during a fire alarm.
- d. Every room is equipped with a smoke detector. Some lounge kitchens may additionally be equipped with fire suppression devices. Misuse or tampering with fire safety equipment is prohibited.
- e. Any Resident found to be in non-compliance with items (a), (b), (c), or (d) may be subject to fines and/or eviction, at the University's or Owner's sole discretion.

13. MEDICAL & RECREATIONAL MARIJUANA

Under Federal Law, marijuana is categorized as a Schedule I substance. The manufacture, distribution, and/or possession of marijuana is strictly prohibited whether prescribed for medical reasons or recreational, and is a criminal offense. The University, including campus housing, follows and complies with Federal law regarding marijuana or marijuana concentrate, and is a drug-free community. Failure of Resident or Resident's guests or invitees to comply with this law is a substantial and material violation of this Contract and is likely to result in immediate eviction.

14. PETS

Pets **ARE NOT** permitted, excepting fish in one aquarium of 20 gallon or less size per apartment room. Breach of this provision will result in a non-negotiable fee for fumigation services in addition to any appropriate cleaning or repair charges deemed necessary. Keeping a pet is grounds for immediate eviction. Pet prohibitions apply to all mammals, reptiles, birds, and insects, owned or visiting, with the exception of approved assistance animals. University may remove any unauthorized pet and turn it over to a local authority or humane society following a 24-hour notice to Resident to immediately remove the pet. Assistance animals, including Service and Emotional Support animals must be registered with UCR Student Disabilities Resource Center (SDRC) and approved by UCR-HS **PRIOR** to bringing any such animal into the community.

15. SMOKING

- a. The University is a smoke- and tobacco-free campus. As such, smoking and the use of tobacco products in all interior, exterior and parking areas of all University-controlled properties is prohibited.
- b. Smoking, the use of smokeless and noncombustible tobacco products, the use of unregulated nicotine products as well as smoking devices (e.g. e-cigarettes, vaping devices, e-hookahs) are strictly prohibited in individual rooms, restrooms, community rooms, lounges, common areas, balconies, patios, porches, and parking areas.

- c. A Resident who smokes or permits smoking on the premises 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.
- d. Smoking violations are grounds for immediate eviction.

16. **MEDIA BROADCASTING & RECORDING**

Resident may not broadcast or record the images or voices of other residents or guests without their expressed knowledge and permission. This includes, but is not limited to, video, webcam, photo, and phone recordings. Resident students wishing to conduct media projects, which may create a disruption in the community, must follow established campus media project protocols. All media recording by student organizations must be approved prior to the onset of media recording including, but not limited to, video and audio recording in residential community common areas and on adjacent property. In addition, the use of aerial devices such as drones is prohibited.

17. **PARKING/TRAFFIC**

- a. Newly-admitted First Years who live on campus are **NOT** allowed to bring a vehicle to campus unless an exception is granted by UCR Transportation Services.
- b. General campus parking regulations prevail in all housing communities.
- c. Cars shall be operated with due regard for the safety of all members of the community. All motor vehicles must have a valid UCR parking permit, current vehicle registration, be fully operational and be operated/parked in a safe manner.
- d. Parking of motor vehicles in other than designated parking spaces is prohibited. Violators will be subject to parking citation(s) and/or towing, at owner's expense.

18. **WEAPONS**

Weapons and explosive devices of any kind on University premises are prohibited including, but not limited to firearms, knives, swords, hunting equipment, slingshots, gas-powered guns, air rifles, paintball guns, fireworks, and ammunition.

19. **RIGHT OF ENTRY**

University and Owner reserve the right to enter the Room with a minimum of 24 hours posted or six (6) days mailed notification (unless otherwise agreed to by Resident) for the purpose of (a) inspection/inventory, (b) to make desired or necessary repairs/alterations, (c) to conduct safety checks to ensure the individual and collective health and safety of the Resident and the community, (d) to exhibit the Room to prospective workers, contractors or residents, (e) pursuant to court order and, (g) for any other reason allowed by law. In the event of an emergency, during periodic fire drills, when Resident has abandoned or surrendered the premises, or when it is impracticable, entry may be made at any time. Entry at other times may be made in the presence of or with the permission of the Resident.

20. **ABANDONMENT**

Upon termination of the Contract, the undersigned agrees to surrender the premises to the University or Owner and to remove all personal property. Any property left in the Room shall be deemed abandoned and the University or Owner may take possession of and dispose of such property, in accordance with California Civil Code 2080.8, and is hereby relieved of all liability for doing so. The University or Owner may re-enter and take possession of the Room if it determines that the Room has been abandoned.

21. **NONWAIVER**

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

22. **SEVERABILITY**

If a provision or paragraph of this Lease is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Lease remains in effect. To the extent that any provision of this Lease is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Lease is hereby inserted as an additional provision of this Lease, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

23. **NOTIFICATIONS**

Any notice under this Contract shall be directed as follows:

- a. **PRIOR TO MOVE-IN**
 - i. Any notice regarding this Contract, its terms or conditions shall be emailed to housinginfo@ucr.edu or submitted in writing to: UCR Housing Services, 3595 Canyon Crest Drive, Riverside, CA 92507.
- b. **AFTER MOVE-IN**

- i. **For Resident assigned to Aberdeen-Inverness, Lothian, or Pentland Hills**, any notice to the University under this Contract shall be emailed to housinginfo@ucr.edu or submitted in writing to: UCR Housing Services, 3595 Canyon Crest Drive, Riverside, CA 92507.
 - ii. **For Resident assigned to Dundee**, any notice to the Owner under this Contract shall be submitted in writing to: Dundee Residence Hall, Attn. General Manager, 680 W. Linden Street, Riverside, CA 92521.
- c. Submission of this Contract is Resident's implied consent that final move-out accountings, as well as abandoned personal property notices be provided by UCR-HS or Owner utilizing the Resident's UCR student email account. If Resident does not wish for the above-mentioned accountings or notices to be communicated by email, Resident may notify UCR Housing Services or Owner as indicated above.
 - d. Submission of this Contract is Resident's implied consent that information regarding UCR Housing deadlines and programs, as well as notification of mail and parcel arrivals will be communicated by text message or email utilizing Resident's contact information on file. If Resident does not wish to be notified by text message about any of the aforementioned items, Resident may notify UCR-HS via email at housinginfo@ucr.edu or Owner in writing to the above-mentioned address.
 - e. Resident is fully responsible for reviewing and complying with information distributed by UCR-HS or Owner to Resident's student email address or to the community Resident Services Office in the Resident's name.

24. INVENTORY

Within twenty-four (24) hours of obtaining Room keys, Resident shall fill out, sign and return a Move-In Inspection report, which is then incorporated into this Contract by reference. Failure to complete and return a Move-In Inspection report to the Resident Services Office (RSO) within the specified time will mean that Resident found no reportable damage other than normal wear and tear and that Resident accepts responsibility for any damages that may be discovered hereafter.

25. PRIVACY: PHOTOGRAPHY, MARKETING & THIRD PARTY SERVICE PROVIDERS

- a. By submitting this Contract the Resident gives permission for UCR-HS or Owner to use Resident's University ID photo for emergency and general identification purposes.
- b. As a designee and private partner of the University, UCR-HS and Owner make every effort to protect the privacy of Resident. Resident gives permission for his or her photograph to be taken during UCR-HS-sponsored events or while in UCR-HS facilities. Further, Resident agrees that his or her photographic likeness can be used for advertising, publicity, and any other lawful purposes. Certain limited personal contact information consisting of Resident's mailing address and/or UCR email address may be shared with a Third party vendor only if they have been directly contracted by UCR-HS, Owner or the University to provide a supplementary or complementary program service to the Resident. If Resident does not wish for his or her photographic likeness or aforementioned personal contact information to be used for stated purposes, Resident may notify UCR Housing Services at housinginfo@ucr.edu or Owner in writing as noted above.

26. NOTICES

- a. Resident affirms and agrees that Resident has access to a copy of Resident's Residence Hall Contract, as well as the most current edition of the Student Conduct Policies posted at www.housing.ucr.edu. Residents unable to attain internet access may contact UCR-HS for a printed copy of either item.
- b. Pursuant to Civil Code Section 1954.603, notification regarding rights and obligations pertaining to bed bugs must be provided to the Resident. Resident agrees to comply and cooperate with UCR-HS regarding the prevention, reporting, and treatment of bed bug infestations. Information regarding bed bugs and UCR-HS's treatment protocol is available at the UCR Housing website and is herein incorporated into the housing Contract. Information pertaining to bed bugs is also on the websites of the [United States Environmental Protection Agency](http://www.epa.gov) and the [National Pest Management Association](http://www.nationalpestmanagement.org). The suspected presence of bed bugs shall be promptly reported to Resident's Resident Services Office (RSO) or Resident Advisor (RA).
- c. The State of California Information Practices Act of 1977 requires the University and Owner to provide the following information to individuals who are asked to supply information about themselves. The purpose for requesting the information is to process your on-campus housing contract and to provide follow-up record maintenance on housing assignments. UCR-HS and Owner maintains the information. Information will be transmitted to State and Federal governments for inspection if required by law. Individuals have the right to access this record as it pertains to themselves.
- d. A disabled person, for all purposes under this Agreement, shall be provided reasonable accommodations to the extent necessary to provide the disabled person with an opportunity to use and occupy the Premises in a manner equal to that of a non-disabled person. This paragraph shall constitute notice that Resident may at any time during the term or any renewal of this Lease request reasonable accommodation. If Resident requires an accommodation, Resident should contact UCR-HS or Owner to engage in an interactive process with respect to the accommodation request.

- e. 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. 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.
- f. The University and Owner, in accordance with applicable Federal and State law and University policy, does not discriminate on the basis of race, color, national origin, religion, sex, disability, age, medical condition (cancer-related), ancestry, marital status, citizenship, sexual orientation, or status as a Vietnam-era veteran or special disabled veteran, and any other classification protected by state or federal law. The University and Owner also prohibits sexual harassment. This policy covers admission, access, and treatment in University programs and activities.
- g. The University does not assume coordination or financial responsibilities for Personal Care Assistant (PCA) services. Individuals hired as PCA's and living in campus housing, including enrolled students, remain personally responsible for housing and required dining costs, and are held personally accountable to the Student Code of Conduct and all other University policies.
- h. In accordance with the requirements of the Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act of 1998, you are entitled to request and receive a copy of The UCR Campus Security and Crime Report UC Riverside. You may receive a copy of this report by visiting the UC Riverside Chief Compliance Office website (<https://compliance.ucr.edu/clery-act-compliance>) or by contacting calling (951) 827-74311.

<http://www.police.ucr.edu/securityreport/il>

27. CERTIFICATION

Resident certifies the following:

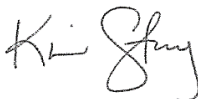
- a. Resident agrees that a misrepresentation in this certification is grounds for termination.
- b. The application filed in connection with the Contract is true and correct.
- c. The Resident has read, understands, and agrees to comply with the terms and conditions of this Contract and Student Conduct Policies, and Resident hereby acknowledges access to a copy of same.
- d. Resident agrees to pay all costs including court costs and reasonable attorney's fees, incurred by UCR-HS or Owner in the collection of any money due under this Contract and/or in the enforcement of any of the terms of this Contract and the most current edition of the Student Conduct Policies.

The Regents of the University of California represented by:



Robert Brumbaugh
Senior Director, UCR Housing Services

CHF – Riverside I, LLC represented by:



Kim Stanley
General Manager, American Campus Communities
