

**PALO VERDE HOUSING  
2020-2021 LEASE AGREEMENT – TERMS and CONDITIONS**

**UNIVERSITY OF CALIFORNIA, IRVINE**

These Terms and Conditions are, by reference, incorporated into the lease document for Palo Verde residents consisting of Parts I and II, hereafter referred to as the "Lease Agreement". It is understood that this Lease Agreement is between the REGENTS OF THE UNIVERSITY OF CALIFORNIA ("THE UNIVERSITY") and the individual TENANT ("TENANT") who has signed Part II of this Lease Agreement and that both parties enter into this Lease Agreement upon the following Terms and Conditions. This Lease Agreement entitles the TENANT to the use of the apartment only in such manner as set forth herein and/or in the *Graduate and Family Housing Policies* document.

**1. TERM**

TENANT agrees to occupy the apartment unit identified under Part I, Declarations, of this Lease Agreement for the period beginning July 1, 2020 and ending on June 30, 2021. If this Lease Agreement is executed after July 1, the commencement date will be identified under Part I, Declarations, of this Lease Agreement and the ending date will be June 30, 2021.

**2. RENT & HOUSING PAYMENTS**

The rent to be paid for premises is due and payable in advance on or before the first day of each month. TENANT hereby agrees to pay THE UNIVERSITY at the Central Cashier, 228 Aldrich Hall, Irvine, CA 92697-1975 in person or through electronic means via the UC Irvine campus Student Billing System ("ZOTAccount Online") on or before the FIRST of each month or next business day if the FIRST falls on a weekend or holiday. The Central Cashier's office hours may be found at [www.fs.uci.edu/home/contact-information/](http://www.fs.uci.edu/home/contact-information/). Payments submitted by cash, check, or money order must be accompanied with a ZOT Account Payment Stub. The TENANT'S name and student identification number must appear on the check or money order. To ensure proper credit to the TENANT'S housing account, the ZOT Account Payment Stub and/or the check or money order must specifically request payment be applied to Student Housing charges. All checks or money orders must be made payable to **UC REGENTS**. Charges, payments, and refunds are handled in accordance with the terms of this lease agreement and the policies governing said charges, payments, and refunds within the Student Billing System. Information regarding the Student Billing System may be accessed at <https://zotaccount.uci.edu>. Unless a written extension of the payment period has been obtained from Housing Administrative Services, a ten dollar (\$10.00) late fee will be assessed for any rent payment received after the tenth (10th) day of each month or the first working day thereafter. TENANT may be assessed an additional twenty-five dollar (\$25.00) fee and any costs incurred in collection of said rent payment. Should the TENANT'S account become delinquent, a "hold" may be placed on the TENANT'S student records, preventing registration or the obtaining of other University services, to the extent permitted by law. In addition, legal action may be taken to terminate this lease agreement.

The payment for the initial period, as stipulated in Part I, Declarations, of this Lease Agreement, shall be made upon execution of this Lease Agreement or no later than one (1) business day prior to the commencement date of this Lease Agreement. Costs are prorated in the event the Lease Agreement is commenced after the first day of the month. Each month is considered to have thirty (30) days. The rent will be one-thirtieth (1/30th) of the total monthly rent for each day of possession by TENANT. If the TENANT receives notification via the UC Irvine campus Student Billing System ("ZOTAccount Online") regarding unpaid fees assessed to their housing account and believes the charges were made in error, the TENANT may contest the charges in writing within 30 days of the transaction date. Failure to contest the charges within said time period shall constitute a waiver of any claim the TENANT may have. If the TENANT receives written notification regarding unpaid fees assessed to his or her housing account after the TENANT is no longer enrolled at UC Irvine and believes the charges were made in error, the TENANT may contest the charges in writing within 30 days of notification. Failure to contest the charges within said time period shall constitute a waiver of any claim the TENANT may have. Rental rates may be changed at any time provided that written notice is given to the TENANT forty-five (45) days in advance. Annual rates adjustments become effective July 1<sup>st</sup> of each year.

**3. DISCLOSURES**

Upon execution of Part II, Acknowledgment/Acceptance of Terms and Conditions, of this Lease Agreement, TENANT acknowledges understanding that Palo Verde was constructed after 1979 and therefore is free from asbestos and lead-based paint hazards.

**4. UTILITIES**

The UNIVERSITY provides gas, water, sewage, trash removal, ethernet, and cable television. The cost for these utilities is included in the rent. TENANT agrees to use reasonable means and methods to conserve the use of these utilities. TENANT is responsible for contacting and arranging for utility services not provided by the UNIVERSITY (e.g., electricity, telephone.). TENANT is responsible for all telephone repairs associated with the actual telephone and wiring from the phone to the jack. The UNIVERSITY is responsible for maintenance of all existing inside wiring and jacks. Alterations or additions to existing telephone wiring and jacks requires advance, written approval from the UNIVERSITY. TENANT shall report all service problems directly to the local phone service provider. TENANT may be reimbursed for costs related to repair of existing wiring and jacks upon submission of a receipt /bill from the local phone service provider detailing the work performed and the cost of that work.

**5. SECURITY DEPOSIT**

TENANT will deposit with the UNIVERSITY the sum of one hundred fifty dollars (\$150.00) as a security deposit on or before execution of this lease agreement, to be retained by the UNIVERSITY until TENANT'S occupancy terminates. The deposit is then refundable, subject to deductions for the cost of replacing lost or damaged fixtures, the cost of repairing and cleaning the unit and/or furnishings which have been damaged or soiled beyond reasonable wear and tear, for accrued and unpaid rent, and any other reason allowed by law. The UNIVERSITY has sole discretion in determining the amount of damages charged to TENANT for repairs and cleaning, provided however, said charges will not exceed actual costs of said repairs and/or cleaning. In the

event such costs exceed the amount of the deposit, TENANT shall pay such additional amounts as may be required to cover the excess and costs of the collection, including attorney's fees.

## **6. ELIGIBILITY**

A. TENANT: To be eligible to live in Graduate & Family Housing, TENANT must be:

- 1) a full-time regularly enrolled University of California, Irvine (UCI) graduate student (i.e., a student enrolled in a graduate program at UCI taking a minimum 12 units or more);
- 2) a Medical Student working toward a medical degree at UCI;
- 3) a Law Student working toward a law degree at UCI;
- 4) a full-time regularly enrolled University of California, Irvine undergraduate (minimum of 12 units, excluding units/courses taken through University Extension) who:
  - a. is legally married or in a legally recognized domestic partnership and occupies the premises with their spouse or domestic partner on a full-time basis, or
  - b. has one or more dependents for whom they have legal custody and who resides with the TENANT on a full-time basis, or
  - c. is 25 years of age or older.

B. OTHER OCCUPANTS: OTHER OCCUPANTS in the unit must be either:

- 1) the spouse or partner of TENANT (TENANT and Spouse/Partner must both sign "Graduate & Family Housing Affidavit of Marriage or Domestic or Adult Partnership" and "Graduate & Family Housing Lease Addendum for Marriage or Domestic or Adult Partnership");
- 2) the child of TENANT or of TENANT'S Spouse/Partner (TENANT must provide a birth certificate or proof of custody/guardianship as well as documentation verifying that the child resides with the TENANT or with TENANT'S Spouse/Partner);
- 3) other individuals with prior written approval from the Graduate and Family Housing Exceptions Committee.

Eligibility will be verified each quarter/semester. TENANTS need not enroll during the Summer Quarter provided they will be full-time registered UCI Students during the following Fall Quarter/Semester. Advance, written approval must be obtained from the Graduate and Family Housing Exceptions Committee to maintain eligibility for Palo Verde while on academic leave or part-time status. TENANT is solely responsible for immediately notifying the Palo Verde Housing Office in writing of any of the above changes in academic or domestic status. TENANT may be asked to provide additional personal information at the request of the Palo Verde Housing Office.

## **7. LEASE RENEWAL**

Renewal of this agreement is at the UNIVERSITY'S sole discretion. Eligibility for renewal is contingent upon evidence of continuing status as a regularly enrolled full-time student for the forthcoming academic year and satisfactory payment history. For all eligible TENANTS, space availability will be a factor. No later than 60 days prior to the expiration date of this lease agreement, TENANT must submit a written request to renew the lease agreement and verify eligibility for continued residency. TENANTS approved for lease renewal must execute a new lease agreement no later than the date stipulated by the UNIVERSITY. Failure to execute a new lease agreement shall be deemed evidence of intent not to renew.

## **8. ASSIGNMENT and SUBLETTING**

The right of occupancy granted by this agreement is not transferable by TENANT. In the case of single students, TENANT shall not permit persons other than those renting from the UNIVERSITY to occupy the apartment. In the case of married, domestic partner, adult partner, or single parent TENANTS, only individuals identified as occupants in the Lease Agreement-Declarations are permitted to occupy the apartment. If TENANT violates this provision, they shall be subject to immediate eviction. The TENANT is the tenant of record and any spouse, domestic partner, adult partner, or any other adult living in the premises is a subtenant of the TENANT. Eligibility of said spouse, domestic partner, adult partner or any other adult to reside in the premises is dependent upon both the eligibility of the TENANT and the continued occupancy of the premises by the TENANT. To the extent permitted by law, said spouse, domestic partner, adult partner, or any other adult living in the premises is jointly and severally liable for any and all expenses, charges, damages, etc. In the case of single students, TENANT agrees that by signing this agreement and for the sole purpose of facilitating assignments for single student apartments, TENANT expressly waives their rights under the Family Educational Rights and Privacy Act (FERPA) and allows the limited disclosure of certain of the TENANT'S directory information (specifically name, telephone, and e-mail address.) Information regarding "Policies Applying to the Disclosure of Information from Student Records" governed by FERPA may be obtained from the UCI Office of Academic Integrity & Student Conduct web site at <https://aisc.uci.edu/policies/pacaos/student-records.php>. The UNIVERSITY, at its sole discretion, may assign other students to a single student apartment, and may assign or re-assign any students to any apartment. The UNIVERSITY specifically reserves the right to require TENANT to move to another apartment at its sole discretion. Such re-assignment may be on a temporary or permanent basis. TENANT shall not sublet the premises or assign any of their rights pursuant to this Lease Agreement without prior written approval from the Palo Verde Housing Office, which shall be granted at its sole discretion.

## **9. LEASE TERMINATION**

TENANT will be granted a release from this lease agreement in the event of mid-academic year graduation or academic dismissal, provided TENANT submits to the Palo Verde Housing Office a letter requesting release from the lease agreement along with appropriate documentation from the UNIVERSITY pertaining to the above mentioned graduation or dismissal. In the event of graduation or non-enrollment due to course completion that occurs during the

Spring Term, TENANT shall remain liable for the payment of the rent through the lease expiration date of June 30, 2021, unless the UNIVERSITY has assigned the apartment to another TENANT.

Requests for release from this lease agreement for reasons other than those mentioned above are subject to administrative review, are rarely approved and will be considered on a case by case basis. Within seven (7) business days of receipt of said request and documentation, the UNIVERSITY will provide a written response granting or denying TENANT'S request. If the request is granted, an assigned date upon which the Lease Agreement will terminate will be included in the response. If the request is granted for release from this Lease Agreement, TENANT shall remain liable for the payment of the rent until the UNIVERSITY has assigned the apartment to another TENANT. This period is not to exceed forty-five (45) days from the lease termination date assigned by the UNIVERSITY. If, for any reason, the apartment is vacated before the specified termination date, TENANT shall remain liable for the payment of the rent until the UNIVERSITY has assigned the apartment to another TENANT, again, for a period not to exceed forty-five (45) days from the assigned lease termination date. If the TENANT vacates the apartment for any reason after the specified date of termination, the TENANT shall be liable for (1) prorated rent until such time as the TENANT vacates the premises; (2) any actual costs incurred by the UNIVERSITY as a result of the failure to vacate after the specified date of termination, including costs for alternate housing, meals, storage, additional moving costs for incoming TENANTS, and/or vendor costs for apartment preparation that could not be performed by the staff; and (3) fifty-five dollars (\$55.00) in liquidated damages to cover the UNIVERSITY'S administrative costs resulting from the late move, which costs are agreed upon by TENANT as they are extremely difficult or impracticable to ascertain. If the TENANT does not receive written approval by the UNIVERSITY to terminate this lease agreement, regardless of whether the TENANT has requested such approval, and the TENANT vacates the premises during the term of this lease agreement, the TENANT shall remain liable for the payment of the rent until the UNIVERSITY has assigned the apartment to another TENANT. Withdrawal, graduation, or academic dismissal by the TENANT from the UNIVERSITY does not constitute a "written approval" by the UNIVERSITY to terminate this lease agreement; a TENANT who plans to withdraw or has withdrawn must request permission from the UNIVERSITY to terminate this lease agreement, and the UNIVERSITY retains the right to determine whether it will grant such approval.

TENANT is responsible for the apartment until move-out procedures have been completed (i.e., rent paid in full, apartment vacated and cleaned, move-out walk-through completed, forwarding address given, and key(s) returned to the Palo Verde Housing Office). All occupants must have vacated the premises when TENANT moves out. Personal property left in the apartment after termination of occupancy or cancellation of this Lease Agreement shall be disposed of in accordance with state law. The UNIVERSITY is hereby relieved of any liability for moving, storage, or administrative charges associated with disposal of said personal property left behind after vacating. If the TENANT leaves personal property on the premises, after vacating or abandoning apartment, and if it is stored or disposed of by the UNIVERSITY, packing, transportation, storage, and/or disposal charges will be imposed.

#### **10. BREACH OF AGREEMENT**

If the TENANT has violated the provisions of this Lease Agreement, violated the rules of the UNIVERSITY, including any rules applicable to the apartments, violated the laws of the State of California or the United States, or engages in conduct otherwise detrimental to the welfare of other TENANTS or themselves, the UNIVERSITY may serve a three-day notice to perform covenant or quit, to make payment or quit, or to quit, whichever is appropriate.

#### **11. POSSESSION OF PREMISES**

Once TENANT has checked in and picked up keys, the TENANT has taken possession of the premises. The UNIVERSITY therefore presumes that the TENANT has "moved in", regardless of whether or not the TENANT has lived in or physically transferred any belongings onto the premises. If TENANT fails to take possession of the premises, TENANT shall remain liable for payment of rent until the UNIVERSITY has assigned the apartment to another TENANT. This period is not to exceed forty-five (45) days. TENANT shall also be charged a fifty-five dollar (\$55.00) fee for the UNIVERSITY'S administrative costs resulting from the TENANT not taking possession of the apartment. This amount is accepted as the amount of liquidated damages caused by such circumstances as it is impracticable and difficult to determine such costs. The rental fee and the fifty-five dollar (\$55.00) administrative fee shall be imposed if TENANT fails to take possession of the apartment within seven (7) days of the assigned move-in date. In the event the UNIVERSITY is unable to deliver possession of the premises to TENANT at commencement of the term of this Lease Agreement for any reason not within the control of the UNIVERSITY, including but not limited to failure of prior occupants to vacate as agreed or required by law, or partial or complete destruction of the premises, UNIVERSITY shall not be liable to TENANT, except for the return of all sums previously paid by TENANT, in the event TENANT chooses to terminate this agreement because of UNIVERSITY'S inability to deliver possession. Otherwise, TENANT'S obligation to pay rent, therefore, shall commence upon UNIVERSITY'S delivery of possession.

#### **12. USE OF PREMISES**

TENANT understands and agrees that activities of a business or commercial nature are not permitted on or in the rented premises without prior written permission from the UNIVERSITY. This includes but is not limited to e-commerce, investment ventures, real estate sales or brokerage, listing the rented premises on websites for the purpose of providing vacation or hotel/motel-type lodging, child care, animal care or any venture involving transfer of money or product in exchange for services. Representatives of products such as cosmetics, books, household supplies, etc. may not engage in any solicitation within on-campus housing nor can the premises be used in any unlawful manner.

### 13. CONDITION OF PREMISES

TENANT agrees to inspect the premises, note its condition on the move-in checklist, and return it to the Palo Verde Housing Office within five (5) business days after assuming possession of the apartment. In the event the move-in checklist is not received, the UNIVERSITY shall assume the premises are in good, safe, and clean condition. TENANT agrees to keep the premises in clean, sanitary, and safe condition throughout the term of residency and upon termination of tenancy, return the premises, including any UNIVERSITY furnishings, to a condition identical to that which existed when TENANT took occupancy or when the UNIVERSITY made subsequent improvements, except for ordinary wear and tear.

### 14. CARE OF PREMISES

TENANT agrees to immediately notify the Palo Verde Housing Office of any defects, dangerous conditions, or water intrusions in and about the premises of which the TENANT has become aware and cooperate with the UNIVERSITY in the maintenance of all Palo Verde buildings and grounds. TENANT will be billed for repairs that are a direct result of TENANT'S failure to report conditions of which the TENANT was aware or reasonably should have been aware. Repairs, painting, or other alterations to UNIVERSITY facilities or grounds shall be made by UNIVERSITY personnel and its authorized agents only. TENANT shall not make or attempt to make such repairs or alterations without prior written approval from the Palo Verde Housing Office. TENANT will be billed for any costs related to returning the apartment unit to its original move-in condition. Apartment interiors, emergency stairwell areas, and entry ways are inspected regularly to assess the condition and safety of the premises, perform preventative maintenance, and make repairs. TENANT will be billed for loss, soiling, and damage beyond reasonable wear and tear. TENANT agrees to cooperate with the UNIVERSITY in its efforts to maintain a pest-controlled environment.

### 15. CONSTRUCTION AND RENOVATION

Capital improvement and other major construction or repair projects will necessarily cause increased noise, inconvenience, and dust in affected and nearby residences at certain times. By signing this contract, the TENANT acknowledges advisement of the possibility of increased noise and dust during such projects and that such reasonable disruptions are not grounds for termination of this Lease Agreement.

### 16. INJURY, LOSS, AND DAMAGE

The UNIVERSITY shall not be responsible for any loss, property damage, injury, or death suffered on the rented premises by TENANT, a member of TENANT'S family unit or any other person except those resulting from deliberate acts or gross negligence of the UNIVERSITY. TENANT will hold the UNIVERSITY harmless for loss, property damage, personal injury, or death not resulting from the deliberate acts or gross negligence of the UNIVERSITY. TENANT will indemnify the UNIVERSITY for loss, property damage, personal injury, or death resulting from the deliberate acts or negligence of the TENANT, TENANT's guest, or a member of TENANT'S family unit. TENANT accepts the responsibility for any loss, damage, or theft of personal property belonging to TENANT on the premises, as well as for damages to the structure, fixtures, and furnishings of the premises that may result from an act or omission of the TENANT, members of TENANT'S family unit, or guests. TENANTS are strongly encouraged to obtain renters insurance coverage. Renters insurance is not mandatory and may be purchased from any provider. As a convenience, the UNIVERSITY has arranged for students to obtain coverage from GradGuard™. Renters insurance offered through GradGuard is designed specifically for UNIVERSITY students and provides coverage for personal property loss or damage due to theft, vandalism, or fire. Coverage also includes personal liability protection if you cause damage to UNIVERSITY property as well if you unintentionally cause injury to another person or damage another person's property due to negligence. For detailed information regarding coverage, cost, and exclusions, go to [www.gradguard.com/uci](http://www.gradguard.com/uci). By submission of this lease agreement, TENANT acknowledges that they have been formally provided the option to obtain renter's insurance containing coverage for personal property loss, damage liability, and bodily injury liability from a UNIVERSITY-authorized vendor. The TENANT further acknowledges that by providing said option, the UNIVERSITY has fulfilled its mandated consideration obligation.

### 17. SAFETY

TENANT is responsible for keeping the common and exterior areas of the apartments in a clean and orderly condition for the health, safety, and benefit of all TENANTS. TENANT may not store items or personal property in the common and exterior areas of the apartments. Particular attention should be given to the prevention of fire hazards and conditions potentially harmful to small children. State safety regulations prohibit the storage of flammable, explosive, toxic, or otherwise hazardous materials in apartments or garages, stairwells, emergency stairwells, and common areas.

### 18. FIRE SAFETY EQUIPMENT

Per federal, state, county, local, and UNIVERSITY ordinances, it is illegal to tamper with (attempt to shut off, reset, remove, disable, etc.) any fire safety equipment, including smoke detectors, fire hoses or extinguishers, sprinkler system equipment, and/or alarm pull stations. Such tampering may result in legal action and/or eviction. False reporting of emergencies (i.e., pulling fire alarm pull station when there is no presence of smoke or fire) is a violation of the Lease Agreement, and TENANT is subject to eviction. To ensure that all safety precautions are met, the UNIVERSITY'S department of Environmental Health and Safety (EH&S) will conduct fire safety inspections at least once a year. Fire safety equipment in apartments with automatic sprinklers may be

inspected quarterly. EH&S will conduct two fire drills annually-one at night and one during the day. Failure to evacuate whenever an alarm sounds or failure to cooperate with authorized UNIVERSITY personnel or public officials is subject to issuance of a civil citation and/or administrative disciplinary action.

#### 19. NOTICE REGARDING CIVIL CODE RELATED TO SEX OFFENDERS

Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which the offender resides.

#### 20. RIGHT TO ENTRY

On not less than twenty four (24) hours' advance written notice, or as otherwise required by law, TENANT must make the premises available, at a time acceptable to TENANT during normal business hours (defined for the purposes of this lease as 8:00 a.m. to 6:00 p.m., Monday through Saturday) for entry by UNIVERSITY or UNIVERSITY'S agent for the purposes of: making necessary or agreed upon repairs, decorations, alterations, or improvements; supplying necessary or agreed upon services; showing the premises to prospective or actual purchasers, mortgagees, TENANTS, workers, or contractors, or to make an inspection pursuant to CC §1950.5(f); or conducting any activity required or permitted by court order. In the event of an emergency or if TENANT is present and consents to entry at the time of entry, or after TENANT has abandoned or surrendered the premises, UNIVERSITY or UNIVERSITY'S agent may enter the premises without giving TENANT prior notice. TENANT shall not install, alter, or re-key any locks to the premises, make copies of keys, or install any burglar alarm system or security cameras.

#### 21. PETS, SERVICE ANIMALS, AND EMOTIONAL SUPPORT ANIMALS

Cats that are registered and cared for in accordance with the Palo Verde pet policy are permitted. A \$50 pet deposit is required. Small caged animals (e.g., guinea pigs, fish, small birds) may be permitted at the UNIVERSITY'S sole discretion only upon written approval from the Palo Verde Housing Office. **No other animals are permitted.**

Service Animals trained to do work or perform tasks for the benefit of an individual with a disability are not pets and are permitted. TENANT'S with Service Animals agree to comply with community requirements necessary to ensure the safety of the Service Animal, the safety of the TENANT, the safety of other occupants (if applicable), and the safety of other community members prior to bringing the animal onto the premises as well as during tenancy. Registration of a Service Animal with the UCI Disability Services Center (<https://dsc.uci.edu/register/>) and/or with the Palo Verde Housing Office is completely voluntary and at the sole discretion of the TENANT.

Emotional Support Animals require approval as an accommodation from the ESA Review Committee prior to bringing the animal onto the premises. TENANT's with a disability that require accommodation of an emotional support animal must initiate the process for accommodation consideration by completing the Disability Services Center (DSC) Intake Form found at <https://dsc.uci.edu/register/>.

#### 22. WEAPONS

TENANT agrees to comply with the UNIVERSITY policy which states that firearms (including air guns, BB guns, paint ball guns, etc.) are not permitted on the premises or any other UNIVERSITY grounds, and acknowledges that possession of firearms on such property is expressly prohibited by California Penal Code section 626.9. TENANT also agrees not to keep other weapons (e.g., bow and arrow, sling shot, swords), explosives and toxic substances on the premises.

#### 23. CONDUCT AND COMMUNITY DISTURBANCES

Graduate and Family Housing provided by the UNIVERSITY exists to support full-time students in their academic pursuits by providing an on-campus residential community environment that is conducive to those pursuits. By signing this lease agreement, the TENANT acknowledges and agrees that the TENANT, member(s) of TENANT'S family unit, and TENANT'S guests will conduct themselves in a manner that is consistent with this understanding.

The TENANT is responsible for ensuring that guests are informed about and abide by the rules of the UNIVERSITY, Graduate and Family Housing community conduct policies, and the terms outlined in this lease agreement. TENANT, member(s) of TENANT'S family unit, and TENANT'S guests are responsible for conducting daily activities in a manner that does not generate excessive levels of noise and that is not unreasonably disruptive to the residential experience of other community members. The established quiet hours for the community are between 10:00 pm and 8:00 am, Sunday – Thursday and between 12:00 am and 8:00 am, Friday - Saturday. The UNIVERSITY has sole discretion in determining if the noise is excessive and determining if activities are unreasonably disruptive.

TENANT further acknowledges and agrees that conduct or behavior by the TENANT, member(s) of TENANT'S family unit, and/or TENANT'S guests that violates community conduct policies stated in the "Graduate and Family Housing Policies", as maybe amended from time to time by UNIVERSITY, document found at [http://www.housing.uci.edu/communityLife/Graduate\\_Policies.html](http://www.housing.uci.edu/communityLife/Graduate_Policies.html) may result in the UNIVERSITY serving TENANT a three-day notice to perform covenant or quit or to quit as referenced in Section 10 ("BREACH OF AGREEMENT") of this Lease Agreement.

## 24. FURNISHINGS

TENANTS may not install or store own refrigerator, freezer, dishwasher, bidet, clothes washer, or clothes dryer. Written permission from the Palo Verde Housing Office must be obtained before pianos, organs, water-filled furnishings, satellite dishes, or air conditioners are moved into or installed on the premises.

## 25. VEHICLES

The operation of motor vehicles on UNIVERSITY property is subject to all applicable state and local laws, as well as UNIVERSITY and Palo Verde regulations. Refer to the "Graduate and Family Housing Policies", as maybe amended from time to time by UNIVERSITY, document at [https://www.housing.uci.edu/communityLife/Graduate\\_Policies.html](https://www.housing.uci.edu/communityLife/Graduate_Policies.html) for policies regarding vehicles parked in the Palo Verde Housing community. Motor vehicles may be operated only on public roadways; driving or parking on the fire access roads is prohibited. All gas operated vehicles such as motorcycles or mopeds are prohibited from being stored inside the apartment, storage area, stairwells, hallways, or on the patio deck area; they may be parked in the parking lots in spaces marked "Motorcycles Only" in accordance with Palo Verde Parking Policies. Bicycles on UNIVERSITY property are subject to the same regulations as motor vehicles and should only be parked in designated bicycle racks. Only electric vehicles actively charging at the community EV stations may occupy the EV parking spaces. Violations of UNIVERSITY parking policies may result in the vehicle being impounded or cited and the owner subject to fines and any required storage or licensing fees. Use, possession, charging, or storage of portable, battery-powered, self-balancing scooters, consisting of two wheels arranged on either side of a platform(s) upon which the rider stands (commonly referred to as "hoverboards," "electronic skateboards," or "electronic scooters") or other similar equipment is prohibited on UNIVERSITY property unless the aforementioned scooters have been tested and certified by a third-party laboratory.

## 26. SMOKING

Smoking (including, but not limited to electronic cigarettes, hookah pens, vape pens as well as any other instruments used to engage in "vaping", etc.) and all tobacco products are prohibited on the UCI campus including all student residential communities. TENANTS and their guests are not permitted to smoke or use tobacco products within individual apartment units, in common areas, and throughout the grounds. This includes all hallways, lobbies, garages, parking lots, walkways, and all exterior grounds. In Student Housing, this policy will be enforced as would any other infraction of lease or community policy wherein non-compliance may ultimately result in termination of tenancy. Use of marijuana in any form is strictly prohibited on the UCI campus.

## 27. DRUGS

Federal law, state law, and University policy prohibit the solicitation, procurement, sale, or manufacture of narcotics or controlled substances except as expressly permitted by law. The use, possession, and sale of marijuana (medicinal or recreational) in any form is prohibited on all University property. Any person known or suspected to be in possession of, using, or distributing drugs, including medicinal or recreational marijuana is subject to disciplinary action and criminal action under state and/or federal law. Additional information regarding use and possession of marijuana on University property may be found on the University of California Office of the President web site at [www.ucop.edu/marijuana-and-drug-policy](http://www.ucop.edu/marijuana-and-drug-policy). TENANTS involved in drug trafficking will be subject to immediate eviction.

## 28. CHANGES IN TERMS

The terms of this lease agreement may be amended by the UNIVERSITY for any reason, provided that written notice of such amendment is given to the TENANT forty-five (45) days in advance.

## 29. NOTICE REGARDING CIVIL CODE RELATED TO RIGHTS AND OBLIGATIONS PERTAINING TO BED BUGS

Pursuant to Section 1954.603 of the Civil Code, notification regarding rights and obligations pertaining to bed bugs must be provided to TENANT. TENANT agrees to comply and cooperate with the UNIVERSITY regarding the prevention, reporting, and treatment of bed bug infestation. **Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen and become bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes, the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all. **Common Signs and Symptoms of Possible Bed Bug Infestation:** Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls; Molted bed bug skins, white, sticky eggs, or empty eggshells; Very heavily infested areas may have a characteristically sweet odor; Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them. Information regarding UCI Student Housing's protocol addressing bed bug prevention, response, and treatment may be found on the UCI Student Housing web site at [www.housing.uci.edu](http://www.housing.uci.edu). Additional information may be found on the web sites of the United States Environmental Protection Agency ([www.epa.gov](http://www.epa.gov)) and the National Pest Management Association ([www.npmapestworld.org](http://www.npmapestworld.org)).

**30. WAIVER**

Any waiver or non-enforcement by the UNIVERSITY of any term or condition of this lease agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this contract. Acceptance by the UNIVERSITY of any rental payment after TENANT'S breach of this lease agreement shall not be deemed a waiver of such provision or any prior or subsequent provision, other than the TENANT'S failure to make timely payment of the rental fee so accepted, whether or not the UNIVERSITY knew of the prior breach at the time such rent was accepted.

**PRIVACY NOTIFICATION:** The State of California Information Practices Act of 1977 requires the UNIVERSITY 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. Housing Administrative Services 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.

**NONDISCRIMINATION STATEMENT:** The UNIVERSITY of California, in accordance with applicable federal and state laws and UNIVERSITY policy, prohibits discrimination against or harassment of any person at the University on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, sexual orientation, citizenship, age, or service in the uniformed services. The University also prohibits sexual harassment and sexual violence. These policies cover admission, employment, access, and treatment in University programs and activities. The University of California also prohibits employment discrimination based on genetic information (including family medical history), gender, and gender expression.

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SAMPLE

**PALO VERDE HOUSING  
2020-2021 LEASE AGREEMENT – DECLARATIONS**

**UNIVERSITY OF CALIFORNIA, IRVINE**

**Part I - Declarations**

This Lease Agreement is between the REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called "THE UNIVERSITY" and the individual TENANT hereinafter called "TENANT" named herein.

**TERM**

This Lease Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between THE UNIVERSITY and \_\_\_\_\_ (TENANT). In consideration of the payment made upon execution of this Lease Agreement and of the payment and performance of the covenants and agreements as described below, TENANT agrees to occupy a \_\_\_\_\_ bedroom apartment unit at \_\_\_\_\_ Palo Verde Road - Irvine, CA 92617 (PREMISES) for the period beginning July 1, 2020 and ending on June 30, 2021. If this agreement is executed after July 1, the commencement date will be \_\_\_\_\_ and the ending date will be June 30, 2021.

**RENT & HOUSING PAYMENTS**

The rent to be paid for premises shall be the sum of \$ \_\_\_\_\_ per month, due and payable in advance on or before the first day of each month. TENANT hereby agrees to pay THE UNIVERSITY at the Central Cashier, 228 Aldrich Hall, Irvine, CA 92697-1975 in person or through electronic means via the UC Irvine campus Student Billing System ("ZOTAccount Online") on or before the FIRST of each month or next business day if the FIRST falls on a weekend or holiday. The payment for the initial period, \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_ in the sum of \$ \_\_\_\_\_, shall be made upon execution of this Lease Agreement or no later than one (1) business day prior to the commencement date of this Lease Agreement.

**SECURITY DEPOSIT**

TENANT will deposit with the UNIVERSITY the sum of one hundred fifty dollars (\$150.00) as a security deposit on or before execution of this Lease Agreement, to be retained by the UNIVERSITY until TENANT'S occupancy terminates.

**LEASE AGREEMENT**

This Lease Agreement incorporates by reference the "2020-2021 Palo Verde Housing Lease Agreement – Terms and Conditions" which is available online at the Student Housing web site at [www.housing.uci.edu/apply/Contracts.html](http://www.housing.uci.edu/apply/Contracts.html). The Lease Agreement makes reference to the amounts set forth above. These declarations pertain to this Lease Agreement in its entirety.

All checks or money orders must be made payable to UC REGENTS. The TENANT'S name, address, and student identification number must appear on the check or money order to ensure proper credit to the TENANT'S housing account.

**Part II – Acknowledgment/Acceptance of Terms and Conditions**

By signing this Lease Agreement, TENANT certifies that he or she has read and understands that the Lease Agreement consists of Part I (Declarations) and Part II (Terms and Conditions) and that the Terms and Conditions are incorporated herein and constitute part of the Lease Agreement between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA and the TENANT. TENANT agrees to abide by all such regulations as they may from time to time be amended or established by THE UNIVERSITY, as noted in the *Palo Verde Press* or similar publications for the community, or posted on community bulletin boards. TENANT also agrees to comply with all rules and regulations contained in the *Graduate and Family Housing Policies* document, which is incorporated herein by reference. The *Graduate and Family Housing Policies* document is available online at the UCI Student Housing Web site at [http://www.housing.uci.edu/communityLife/Graduate\\_Policies.html](http://www.housing.uci.edu/communityLife/Graduate_Policies.html). This Lease Agreement may be signed by scanning or facsimile with the same validity as an original signature.

**TENANT**

\_\_\_\_\_  
PRINT NAME (Last, First Middle)

\_\_\_\_\_  
Signature Today's Date (mm/dd/yy)

\_\_\_\_\_  
UC Irvine Student Identification Number Date of Birth (mm/dd/yy)

**OTHER OCCUPANTS (Spouse/Partner, Children, Dependents – See paragraph 6 of the Lease Agreement – Terms and Conditions)**

Print Name (Last, First MI)	Gender ID	Date of Birth	18 years or older? Y/N	Relationship (Spouse/Partner,* Child, Dependent)	Signature (Required if 18 years or older)

\*Spouse/Partner must also sign Graduate & Family Housing Affidavit of Marriage or Domestic or Adult Partnership and Lease Addendum.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
By:

*Timothy J. Trevan*

Timothy J. Trevan  
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