



**RESIDENCE HALL CONTRACT
UNIVERSITY OF CALIFORNIA, IRVINE
2022-2023 Academic Year**

This Contract and Reservation Fee of \$375 are due by the expiration date indicated below. Contracts will not be accepted after this date.

Contract and payment due no later than:

Gender:
Date of Birth:

IMPORTANT: Verify the information above. If your LEGAL name, PERMANENT address, gender or date of birth is incorrect, contact Student Housing at (949) 824-6811 before proceeding.

It is understood that this contract is between **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, hereinafter called "**UNIVERSITY**" and the **STUDENT**, and that both parties enter into this agreement upon the following terms and conditions. This contract is not transferable and may not be sold or reassigned.

I. TERM OF CONTRACT

Contracts accepted for fall quarter shall be for the ENTIRE ACADEMIC YEAR, including fall, winter, and spring quarters, 2022-2023 as defined in Section II, Item A. Contracts accepted for winter quarter shall be for the winter and spring quarters and contracts accepted for spring quarter shall be for that quarter only.

A. **Eligibility:** The STUDENT must be a regularly enrolled, full time, registered UCI STUDENT as defined by the UCI Office of the Registrar for the term of this contract. However, the STUDENT shall be obligated, whether a registered student or not, to pay the UNIVERSITY in accordance with the payment provisions of this contract for any services provided to the STUDENT.

B. **Age Limitations:** Residency under this agreement is limited to students under the age of 25. Residency for students 25 years of age or older is subject to administrative review and approval by UCI Student Housing.

II. PERIOD OF RESIDENCE

A. **Opening and Closing Schedule:** The UNIVERSITY will furnish the STUDENT a room in a residence hall and will open and close the residence halls according to the following schedule.

Quarter	Residence Halls Open - 10:00 a.m.	Instruction Begins	Residence Halls Close - 12:00 Noon
Fall	Sun, September 18, 2022	Thu, September 22, 2022	Open during Winter Break
Winter	Sat, January 7, 2023	Mon, January 9, 2023	Open during Spring Break
Spring	Sun, April 2, 2023	Mon, April 3, 2023	Sat, June 17, 2023

III. CONTRACT PAYMENTS

A. **Payment Schedule (2 & 3 Level Buildings — aka "Classic" Halls in Mesa Court and Middle Earth):** The STUDENT shall pay for room and board for a single, double**, or triple** room in full at any time or in installments according to the payment schedule below.

	135 Meal w/ \$75 FlexDine Dollars per Quarter			5 Weekday (Mon-Fri) Meal Plan w/ \$75 FlexDine Dollars per Quarter			7 Day Meal Plan w/ \$50 FlexDine Dollars per Quarter		
	Single	Double	Triple	Single	Double	Triple	Single	Double	Triple
Reservation Fee (payment with Contract)	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375
October 15, 2022	\$6524	\$5679	\$4922	\$6556	\$5811	\$5054	\$6697	\$5852	\$5095
January 15, 2023	\$6524	\$5679	\$4922	\$6556	\$5811	\$5054	\$6697	\$5852	\$5095
April 15, 2023	\$6524	\$5679	\$4922	\$6656	\$5811	\$5054	\$6697	\$5852	\$5095
Total Contract Amount *	\$19,947	\$17,412	\$15,141	\$20,343	\$17,808	\$15,537	\$20,466	\$17,931	\$15,660

B. **Payment Schedule (6 Level Buildings — Mesa Court):** The STUDENT shall pay for room and board for a Mesa Court Tower quad** room in full at any time or in installments according to the payment schedule below.

	135 Meal w/ \$75 FlexDine Dollars per Quarter	5 Weekday (Mon-Fri) Meal Plan w/ \$75 FlexDine Dollars per Quarter	7 Day Meal Plan w/ \$50 FlexDine Dollars per Quarter
	<i>Tower Quad</i>	<i>Tower Quad</i>	<i>Tower Quad</i>
Reservation Fee (payment with Contract)	\$375	\$375	\$375
October 15, 2022	\$4862	\$4994	\$5035
January 15, 2023	\$4862	\$4994	\$5035
April 15, 2023	\$4862	\$4994	\$5035
Total Contract Amount *	\$14,961	\$15,357	\$15,480

C. **Payment Schedule (7 Level Buildings — Middle Earth):** The STUDENT shall pay for room and board for a Middle Earth Tower quad** room in full at any time or in installments according to the payment schedule below.

	135 Meal w/ \$75 FlexDine Dollars per Quarter	5 Weekday (Mon-Fri) Meal Plan w/ \$75 FlexDine Dollars per Quarter	7 Day Meal Plan w/ \$50 FlexDine Dollars per Quarter
	<i>Tower Quad</i>	<i>Tower Quad</i>	<i>Tower Quad</i>
Reservation Fee (payment with Contract)	\$375	\$375	\$375
October 15, 2022	\$4862	\$4994	\$5035
January 15, 2023	\$4862	\$4994	\$5035
April 15, 2023	\$4862	\$4994	\$5035
Total Contract Amount *	\$14,961	\$15,357	\$15,480

* Your signature on this contract indicates agreement to pay the amounts specified; however, if lower rates are approved by the UNIVERSITY, said lower rates shall be applicable, and UNIVERSITY shall notify STUDENT of any decrease in rates. For a breakdown of the room and board costs listed above in Section III, A, B, and C above, go to <https://housing.uci.edu/rates-2022-23/>

** Availability of listed room occupancy types in Mesa Court and Middle Earth during 2022-2023 academic year may be limited by state and local regulations for higher education settings. Some listed room occupancy types may not be available.

D. **Installment Plan:** The payment schedule has been selected for convenience only. Each payment is a portion of the entire contract amount due and is not to be construed as covering a specific period or set

number of days between payments.

- E. **Reservation Fee:** The Reservation Fee is a prepaid portion of the "Total Contract Amount" and is due at the time of contract submission. It constitutes a payment for securing a housing reservation and is applied toward the total contract amount. It is not a refundable security deposit. If the STUDENT fails to take occupancy, the Reservation Fee will be applied to the unpaid balance on the account, including room and liquidated damages fees. If a portion of the reservation fee has been deferred and has not been paid by the agreed upon due date, action may be taken to cancel this contract.
- F. **Housing Payments:** All payments are due at UCI Payment Services, 228 Aldrich Hall, Irvine, CA 92697-1975 or through electronic means via the UC Irvine campus Student Billing System ("ZOT Account") on or before the FIFTEENTH of each month as stated in Section III, Item A and B or next business day if the FIFTEENTH falls on a weekend or holiday. Service hours may be found at <https://www.fs.uci.edu/contact-us.php>. Payments submitted by cash, check or money order must be accompanied with a ZOT Account Payment Stub. The STUDENT'S name and student identification number must appear on the check or money order. To ensure proper credit to the STUDENT'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 contract 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://www.fs.uci.edu/student-billing/zot-account-basics.php>.
- G. **Late Payments:** Unpaid fees become delinquent **10 days** after they are due. Unless a written extension of the payment period has been obtained in advance from Housing Administrative Services, a late fee of **\$25** will be charged. STUDENT may be assessed an additional **\$25** fee and any costs incurred in collection of said payments. Should the STUDENT'S account become delinquent, action may be taken to terminate this contract, terminate any tenancy contract entered into between the UNIVERSITY and the STUDENT to commence in summer 2023 and/or in fall 2023, and/or place a "hold" on the STUDENT'S student records, preventing registration, or the obtaining of other University services, to the extent permitted by law. In addition, action may be taken to withhold meal service. In case of the latter, there is no refund for meals missed due to sanctions.
- H. **Billing Disputes:** If the STUDENT receives notification via the UC Irvine campus Student Billing System ("ZOT Account") regarding unpaid fees assessed to their housing account and believes the charges were made in error, the STUDENT 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 STUDENT may have. If the STUDENT receives written notification regarding unpaid fees assessed to their housing account after the STUDENT is no longer enrolled at UC Irvine and believes the charges were made in error, the STUDENT 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 STUDENT may have.

IV. UNIVERSITY RESPONSIBILITIES

- A. **Room Assignment:** The UNIVERSITY shall assign the STUDENT to a specific room without regard to race, religion, sexual orientation, or national origin, and does not guarantee specific rooms, halls, or roommates. The UNIVERSITY shall have the right to reassign the STUDENT to a different room without the consent of the STUDENT during the term of the contract. The UNIVERSITY reserves the right to assign three students to a double occupancy room or to assign four students to a triple occupancy room. If such occurs, the STUDENT shall be charged a lower room rate as determined by the UNIVERSITY. The UNIVERSITY also reserves the right to reduce occupancy for a double occupancy room that has three students assigned to it and to reduce occupancy for a triple occupancy room that has four students assigned to it. If such occurs, the STUDENT shall be charged a higher room rate as determined by the UNIVERSITY.
- B. **Right of Entry:** The UNIVERSITY reserves the right to, at any time, enter the STUDENT'S room for any reason allowed by law and for showing to prospective residents; cleaning, inventory, inspection, and maintenance; to make repairs, alterations, or improvements; to supply necessary or agreed upon services; in case of emergency or fire; pursuant to court order; or when the STUDENT has abandoned or surrendered the premises. When it is practical to do so, the UNIVERSITY shall give the STUDENT reasonable notice of its intent to enter and enter said room during operational working hours only, except (1) in cases of emergency, (2) when the STUDENT has abandoned or surrendered the room, or (3) the STUDENT consents at the time of entry and for the reasons stated in this provision.
- C. **Meal Plan:** The UNIVERSITY shall provide the following meal plan options: 135 Meal with \$75 FlexDine Dollars per Quarter, the 5 Weekday Meal Plan with \$75 FlexDine Dollars per Quarter, and the 7 Day Meal Plan with \$50 FlexDine Dollars per Quarter. **(Please Note: Holders of the "135 Meal" plan will begin having meal swipes deducted on Monday, September 19th, 2022. The 135 Meal Plan includes 125 swipes and 10 guest meals for a total of 135 Meals.)** The 5 Weekday Meal Plan and the guest meals provided with this plan is ONLY valid MONDAY - FRIDAY and allows unlimited entries to The Anteater and Brandywine Commons. FlexDine Dollars associated with the 5 Weekday Meal Plan may be used any day of the week. The 7 Day Meal Plan allows unlimited entries to The Anteater and Brandywine Commons 7 days a week. **All residents must choose one of the three meal plans. There is no "opting out" of the meal plan for any reason.** If the STUDENT does not indicate a choice between the three meal plans, the STUDENT will automatically be assigned to the 7 Day Meal Plan with \$50 FlexDine Dollars per Quarter plan.

The 135 Meal, the 5 Weekday Meal Plan, and the 7 Day Meal Plan may be used at the dining facilities in both Mesa Court and Middle Earth. FlexDine Dollars may be used at selected on-campus retail venues in addition to the Mesa Court and Middle Earth dining facilities. Unused meals from the 135 Meal Plan do not “roll over” to the following quarter. Unused FlexDine Dollars can “roll over” to the following quarter but expire at the end of the academic year. Meal service hours for The Anteatory and Brandywine Dining Commons cover breakfast, lunch, lite lunch, dinner, and late night (Monday-Thursday) and brunch and dinner on Saturdays, Sundays, and select holidays. For further information regarding the meal plans, meal service hours, and dining venues, visit <https://uci.campusdish.com/> to access the UCI Dining Web site. Meal Plan balances can be checked at <https://ucistudentlink atriumcampus.com/>. **STUDENTS may "upgrade" their meal plan (change from a lower cost meal plan to a higher cost meal plan) only during the following period in fall quarter (October 3, 2022 to October 10, 2022.) Meal plan "upgrades" will become effective no later than October 15, 2022. Thereafter, meal plans may only be changed (i.e., to a lower cost meal plan or to a higher cost meal plan) during the following period in fall quarter (November 14, 2022 to December 9, 2022.) Meal plan changes will become effective January 8, 2023. No additional meal plan changes can be made during the Winter and Spring Quarter.** No credit or refund is allowed for meals swipes and FlexDine Dollars not used by the STUDENT or when meal services are curtailed due to nonpayment. Each meal card is nontransferable and is for the exclusive use of the STUDENT to whom it has been issued. Your Student ID is your meal card and is required when redeeming your meal plan. Please contact "The Hill" (the UCI campus store) for Student ID replacement. Meal service in the The Anteatory and Brandywine Dining Commons shall begin and end according to the following schedule:

	First Meal Begins	Ends with Dinner
Fall	Sun, September 18, 2022 with Breakfast	Fri, December 9, 2022
Winter	Sun, January 8, 2023 with Dinner	Fri, March 24, 2023
Spring	Sun, April 2, 2023 with Dinner	Fri, June 16, 2023

Holidays and Quarter Breaks: Meal service will not be provided on the following dates: Nov. 24 - 26 (Thanksgiving Holiday), Dec. 10 - Jan. 7 (Winter Break), and March 25 - April 1 (Spring Break). On the following dates, only brunch and dinner will be served: Nov. 11 (Veteran's Day Holiday), Jan. 16 (Martin Luther King Holiday), Feb. 20 (President's Day Holiday), and May 29 (Memorial Day Holiday). On the following dates, only dinner will be served: Nov. 27, Jan. 8, and April 2.

- D. **Cleaning Services:** The UNIVERSITY agrees to provide cleaning service for the common areas (lounges, hallways, and bathrooms) of each residence hall.
- E. **Mail Service:** The UNIVERSITY agrees to facilitate receipt, notification, and distribution of mail and packages within each residence hall community.
- F. **Construction and Renovation:** Capital improvement and other major housing construction or repair projects will necessarily cause increased noise and dust in affected and nearby residences at certain times. As a result, it may be necessary for the STUDENT to be reassigned to a different hall. By signing this contract, the STUDENT acknowledges notice of the possibility of increased noise and dust during such projects as well as the possibility of reassignment to a different hall and accepts housing assignments accordingly. The STUDENT also acknowledges that increased noise, dust, or potential reassignment are not grounds for cancellation or termination of this contract.
- G. **COVID-19 Response (2022-2023):** As of the date of execution of this contract, the UNIVERSITY is planning for a return to primarily in-person instruction starting Fall 2022. STUDENT understands and agrees that the contract has been drafted in anticipation of and in reliance on that occurrence. STUDENT agrees that in the event the COVID -19 pandemic or public health response prevents the UNIVERSITY from returning to pre-pandemic conditions or requires the UNIVERSITY to impose or continue with COVID -19 restrictions, including but not limited to occupancy or density restrictions in the STUDENT'S room, building, or housing community, with a minimum of ten (10) days' written notice to the STUDENT, the UNIVERSITY, in its sole and absolute discretion, may take the following steps:
 - a. If the foregoing occurs prior to STUDENT's occupancy of the Premises, the UNIVERSITY may terminate this contract or re- assign the STUDENT in accordance with public health guidelines. Re-assignments may or may not include relocation with assigned or desired Roommates.
 - b. If the foregoing occurs during the term of occupancy, the UNIVERSITY may modify this contract by relocating STUDENT's Premises, including the relocation of STUDENT and/or splitting up of Roommates. In any such case, STUDENT agrees to hold the UNIVERSITY and its employees, agents and assigns, wholly harmless from any resulting causes of action, claims, liability, or damages.
 STUDENT further understands and agrees to comply with applicable federal, state, local, UC-wide and campus orders, directives, policies, and requirements pertaining to COVID-19 and being physically present on UCI controlled property, which includes residing in UNIVERSITY on-campus housing.

V. STUDENT RESPONSIBILITIES

- A. **Check-In:** The STUDENT shall officially check-in at the Housing Office in the assigned complex; pick up keys and move in no later than September 22, 2022.

- B. **Late Arrival/"No Shows":** The STUDENT shall notify the Housing Office in the complex to which he or she has been assigned in writing prior to September 22, 2022 of late arrival. If this is not done, and the STUDENT does not take occupancy on or before September 22, 2022, the STUDENT'S space will be reassigned and the STUDENT will be billed for room and board through October 7, 2022 or through the date a replacement has moved into the space, whichever is earlier. The \$375 Reservation Fee also will be forfeited and applied toward both the \$250 liquidated damages charge and any room and board charges. If the STUDENT notifies the Housing Office in writing after September 22 but prior to October 7 that the STUDENT is not coming, the STUDENT will be billed room and board fees through the date of receipt of written notification. In addition, the STUDENT shall pay \$250 to the UNIVERSITY as a liquidated damages fee.
- C. **Mid-Year Assignments:** If a STUDENT is assigned space during the academic year, the STUDENT is financially responsible for the contract amount as of the assigned occupancy date. The room and board fees are prorated from the date of assignment. There will be no refund of room and board fees should a STUDENT terminate occupancy during final examinations.
- D. **Check-Out:** Upon expiration of the contract, the STUDENT agrees to vacate the premises by 12:00 Noon on Saturday, June 17, 2023. The STUDENT shall remove all personal property, leave the space in a clean and orderly condition to avoid cleaning fees, and return the keys to the housing office in the assigned complex to avoid re-keying charges. STUDENTS vacating after 12:00 Noon on Saturday, June 17, 2023, will be assessed a late charge of \$50.
- E. **Occupancy:** The STUDENT shall not permit any other person to occupy the assigned space.
- F. **Transfer:** The STUDENT may not transfer to any other UNIVERSITY housing space without first obtaining the expressed written permission of UCI Student Housing. This does not imply that permission will be granted. Furthermore, any transfers taking place without the expressed written permission of UCI Student Housing will be seen as void and may result in the STUDENT returning to their original housing space and facing disciplinary action.
- G. **Early Occupancy:** STUDENTS eligible under specific University programs and/or per the sole discretion of UCI Student Housing, may be permitted to take occupancy earlier than the Fall Quarter opening date specified in Section II, A, with the date to be determined by UCI Student Housing. STUDENTS that take early occupancy under this provision may be subject to assessment of additional room and board or room only charges calculated at a daily rate based on the contract amount in accordance with assigned room occupancy type and, if applicable, meal plan selected. If assessed, the aforementioned charges will be posted to STUDENT's account in the UC Irvine Student Billing System ("ZOT Account".) STUDENTS that take early occupancy under this provision, whether they are assessed additional charges or not, immediately become subject to all applicable terms and conditions contained within this agreement.

VI. LIABILITY

- A. **University:** The UNIVERSITY shall have no liability for the loss or destruction of or damage to the STUDENT'S property kept in the residence halls or caused by any third parties. The UNIVERSITY assumes no liability and provides no insurance or financial protection for the STUDENT'S personal property. By submission of this contract STUDENT 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 STUDENT further acknowledges that by providing said option, the UNIVERSITY has fulfilled its mandated consideration obligation. Personal property left in the STUDENT'S room after expiration, termination, or cancellation of this contract will be disposed of in accordance with applicable state law. The UNIVERSITY is hereby relieved of any liability for personal property left on the premises. The UNIVERSITY assumes no responsibility for failure to perform any terms or conditions of this contract due to circumstances beyond its control. The UNIVERSITY assumes no liability for injuries, loss, or damage, including death, due to STUDENT use of residence hall facilities including, but not limited to, kitchens, recreational equipment, elevators, barbecue grills, etc. The UNIVERSITY shall not be held responsible or liable for the STUDENT'S accommodation if an assigned space is rendered uninhabitable due to circumstances beyond the reasonable control of the UNIVERSITY, including but not limited to "Acts of Nature", e.g. flood, pandemic, earthquake, and unusual weather conditions. The UNIVERSITY also reserves the right to make special room assignments to accommodate those conditions. No recompense or compensation is provided for loss of STUDENT'S time in dealing with a displacement (either temporary or permanent) nor retribution for discomfort. Should the UNIVERSITY need to close (in full or partial) or dedensify the residence halls for reasons related to an emergency, earthquake, act of God, force majeure, pandemic, governmental order, or other exigency, STUDENT will not be reimbursed, nor prorated, for time not spent in the residence halls or for STUDENT'S inability to use their meal plan.
- B. **Student:** The STUDENT shall be liable for any loss or damage caused to the rooms or furnishings provided by the UNIVERSITY (including leaving said rooms or furnishings in an unsanitary or hazardous condition) and shall pay any and all damage charges upon presentation to the STUDENT of a statement of charges. The STUDENT also shares liability, with STUDENT'S roommate(s), if they exist, for the condition of STUDENT'S room and its furnishings, and shares liability with all other residents of residence hall for the condition of the residence hall and its furnishings, if individual liability cannot be determined. In addition, the STUDENT is responsible for ensuring that guests are informed about and abide by all rules of the UNIVERSITY, Residence Hall regulations, and the terms outlined in this contract. The STUDENT will be held

liable in those instances when their guests do not abide by such rules or regulations or for behavior which is detrimental to the welfare of residents or the physical property of the residence halls.

VII. CANCELLATION (Prior to 9/18/2022 opening or prior to assigned occupancy date)

- A. **Reservation Fee Refundable:** This contract may be canceled by the UNIVERSITY if the UNIVERSITY does not have accommodations available for the STUDENT. Under such circumstances the Reservation Fee is fully refundable and STUDENT agrees University shall have no other liability for said cancellation.
- B. **Reservation Fee Non-Refundable:** Prior to 5 p.m., September 16, 2022, this contract may be canceled by the STUDENT on written notification to Housing Administrative Services and the STUDENT shall be assessed a late cancellation charge as set forth in this paragraph if the cancellation is for any reason other than those set forth in the immediately preceding paragraph. It is agreed that the late cancellation fee is a liquidated damages charge and covers the UNIVERSITY'S administrative cost resulting from the STUDENT canceling the contract and is reasonable since at this time it is impractical and difficult to ascertain the amount of the damage. The Reservation Fee will be applied toward the late cancellation charge. The charge will be assessed according to the following scale:
1. Receipt of written notification prior to 5 p.m. on May 13, 2022, results in a \$100 late cancellation charge.
 2. Receipt of written notification prior to 5 p.m. on July 1, 2022, results in a \$150 late cancellation charge.
 3. Receipt of written notification prior to 5 p.m. on August 5, 2022, results in a \$200 late cancellation charge.
 4. Receipt of written notification prior to 5 p.m. on September 16, 2022, results in a \$250 late cancellation charge.
- C. **Reservation Fee Non-Refundable (Mid-Year Assignments):** If a STUDENT is assigned space during the academic year, this contract may be canceled by the STUDENT prior to the assigned occupancy date by submitting written notification to Housing Administrative Services. The STUDENT shall be assessed a \$250 late cancellation charge if the cancellation is for any reason other than those set forth in Section VII, paragraph A. It is agreed that the late cancellation charge is a liquidated damages charge and covers the UNIVERSITY'S administrative cost resulting from the STUDENT canceling the contract and is reasonable since at this time it is impractical and difficult to ascertain the amount of the damage.

VIII. TERMINATION (Upon or subsequent to 9/18/2022 opening or upon or subsequent to assigned occupancy date)

- A. **Initiated by University:** The UNIVERSITY may take action to terminate this contract under the following conditions:
1. If the STUDENT has violated the provisions of this contract, violated the rules of the UNIVERSITY, including any rules applicable to the residence halls, violated the laws of the State of California or the United States, or engages in conduct otherwise detrimental to themselves or to the welfare of other residents, the UNIVERSITY may serve a three-day notice to perform covenant or quit, to pay rent or quit, or to quit, whichever is appropriate.
- B. **Initiated by Student:** Written requests for termination of this contract may be submitted by the STUDENT and granted written approval by the UNIVERSITY under the following conditions:
1. The STUDENT marries during the term of this contract and furnishes the UNIVERSITY with a certified marriage certificate.
 2. The STUDENT ceases to be a regularly enrolled registered UCI student as defined by UCI Student Housing and presents proof of such. In the event the STUDENT re-enrolls at the UNIVERSITY in the same academic year in which they have ceased to be a regularly enrolled, registered UCI STUDENT, the STUDENT is subject to having the cancellation of the contract deemed null and void and will remain liable for all room and board payments until the end of the contract term or until and unless a replacement is found by the UNIVERSITY.
Requests for termination for reasons other than those listed above are subject to administrative review (refer to the *Undergraduate Housing Policies* document, as amended from time to time by University, available online at <https://housing.uci.edu/policies/undergraduate/> for additional information regarding the administrative review process). Roommate interpersonal conflicts, reasonable noise levels, temporary construction inconveniences, and personal preferences (e.g., dislike of food in the dining commons, desire to live off-campus, etc.) are not considered valid reasons for termination. Any request for termination must result in the STUDENT receiving written approval by the UNIVERSITY and an official termination date before the STUDENT can be considered released from their contract. Simply moving out or turning in keys does not constitute termination of the contract. Signing another residential contract or lease agreement does not establish a basis for termination of this contract nor does it release the STUDENT from the financial obligations pursuant to this contract.
- C. **Unauthorized Vacation of Premises:** If the STUDENT does not receive written approval by the UNIVERSITY to terminate this contract, regardless of whether the STUDENT has requested such approval, and the STUDENT vacates the premises during the term of this contract, the STUDENT shall be liable for all room and board charges unless and until a replacement is found by the UNIVERSITY. Withdrawal by the STUDENT from the UNIVERSITY does not constitute a "written approval" by the UNIVERSITY to terminate this contract; a STUDENT who plans to withdraw or has withdrawn must request permission from the

UNIVERSITY to terminate this contract, and the UNIVERSITY retains the right to determine whether it will grant such approval.

- D. **Liquidated Damages:** In the event the STUDENT vacates the premises during the term of this contract, the STUDENT shall pay the UNIVERSITY a liquidated damages charge of \$250 in addition to any room and board charges that may be owed. The STUDENT agrees that the administrative costs incurred by the UNIVERSITY as a result of said vacating of the premises is reasonable and is accepted by the STUDENT as a liquidated charge because it is impracticable or extremely difficult to fix the actual damages for such administrative costs at this time.
- E. **Minors:** In the case of a STUDENT who is under 18 years of age at the time when they execute this contract agreement, request for termination of the contract shall be accompanied by the written consent of the parent or legal guardian.

IX. GENERAL PROVISIONS

- A. **Delivery of Possession:** The UNIVERSITY shall not be liable for any delay in the delivery of possession of premises. The STUDENT'S obligation to make payments shall commence upon the UNIVERSITY'S delivery of possession.
- B. **Taking Possession:** Once the STUDENT has checked in and picked up keys, the STUDENT has taken possession of the premises. The UNIVERSITY therefore presumes that the STUDENT has "moved in", regardless of whether or not the STUDENT has lived in or physically transferred any belongings onto the premises.
- C. **Non-Waiver:** Any waiver or nonenforcement by the UNIVERSITY of any term or condition of this agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this agreement. Acceptance by the UNIVERSITY of any room and board payment after the STUDENT'S breach of any provision of this agreement shall not be deemed a waiver of such provision or any prior or subsequent breach of any provision, other than the STUDENT'S failure to make timely payment of the room and board fee so accepted, whether or not the UNIVERSITY knew of the prior breach at the time such room and board payment was accepted.
- D. **Undergraduate Housing General Policies and University Policies:** The undersigned also agrees to comply with all policies and procedures contained in the *Undergraduate Housing General Policies* document and the *University of California Policies Applying to Campus Activities, Organizations, and Students*, as may be amended from time to time by UNIVERSITY, which are incorporated herein by reference. The *Undergraduate Housing Policies* document is available online at <https://housing.uci.edu/policies/undergraduate/>. The *University of California Policies Applying to Campus Activities, Organizations, and Students* may be accessed at <https://aisc.uci.edu/policies/pacaos/index.php>.
- E. **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 <https://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.
- F. **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 STUDENT. STUDENT 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 <https://housing.uci.edu/community-life/health-safety/>. Additional information may be found on the web sites of the United States Environmental Protection Agency (<https://www.epa.gov/>) and the National Pest Management Association (<https://nmpapestworld.org/>).

X. AGREEMENT

This is a legal binding contract. The undersigned understands and agrees that the terms and conditions herein above set forth constitute a contract between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA and the

undersigned for the entire 2022-2023 Academic Year. STUDENT hereby acknowledges that they have been provided the opportunity to print a copy of this contract for their records.

You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action in accessing or completing this agreement constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and THE UNIVERSITY. Submitting this contract acknowledges your consent and agreement.

For Your Records

If the student is under 18 years of age, the student's mother, father, or court appointed legal guardian must guarantee the student's obligation pursuant to this contract by signing below.

PARENT OR GUARDIAN'S GUARANTEE

I hereby guarantee full and prompt payment to the University of all sums payable by the above named Student pursuant to this contract.

Guarantor :

Relationship :

Address :

The guarantor electronically signed this contract on:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA



By:

Timothy J. Trevan
Executive Director, Student Housing
Laurelin Tower, Suite 2301
557 E. Peltason Drive
University of California
Irvine, CA 92697-3250

Offer prepared by:

NONDISCRIMINATION STATEMENT: The University of California, Irvine is committed to excellence through diversity and provides equal opportunity in its admissions, employment, programs, and services in compliance with all applicable federal and state laws.

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.