



**University of California, Santa Barbara**  
**UNIVERSITY FAMILY STUDENT HOUSING CONTRACT**  
Part I of Contract

- 1. PARTIES:** The parties to this Contract are the Regents of the University of California, hereinafter called "University" and the undersigned resident hereinafter called "Resident."
- 2. SECURITY DEPOSIT AND RENT:** The \$300 security deposit is due prior to occupancy and is payable at the Cashier's office, 1212 SAASB. The monthly rent is due the first of each month and considered late if not received by the fifteenth of the month. For periods of occupancy within any calendar month, but less than the complete calendar month, the rent shall be prorated from the date of the move based on a daily rate calculated by taking the monthly rent and dividing by the number of days in that month.
- 3. THE UNIVERSITY SHALL:**
- Provide the Resident with a University apartment for the term of this Contract. The configuration is as assigned in the Certification section (part 11) of this Contract.
  - Assign the Resident to a specific apartment and reserve the sole right during the term of this Contract to reassign the Resident to another apartment given thirty (30) days written notice.
  - Make contractual arrangements with utility companies to provide electricity, gas, water, and trash removal in West Campus and Storke I apartment complexes; only water and trash removal in Storke II Apartment Complex. The University is not responsible or liable for discontinuation of these services for any reason beyond its control.
  - Provide cleaning services for community centers, recreation areas, and laundry rooms on a regularly scheduled basis.
- 4. THE RESIDENT SHALL:**
- Be a regularly enrolled, full-time student, as defined by the UC Santa Barbara Office of the Registrar or the UC Santa Barbara Graduate Division or faculty approved by Academic Personnel, for the term of this Contract. If this status is not maintained, the Resident is still obligated to pay the University in accordance with the payment provisions of this Contract for services provided to the Resident.
  - List all occupants on this Contract, and all those listed as occupants on the Contract must reside in the apartment on a full-time basis per the start date of the contract for eligibility to be valid. The exceptions to this are a single parent with at least 50 percent legal custody of minor children.
  - Notify the University of any changes in his/her status (student, faculty or family) since the execution of this Contract.
  - Complete an "Apartment Condition Report" within 72 hours after obtaining keys to the apartment. Failure to complete and return such form within the time specified means that the Resident accepts the condition, found no reportable damage other than normal wear, and accepts responsibility for any damages that may be discovered thereafter.
  - Make an appointment for a final mandatory inspection of the apartment condition upon move out. Failure to schedule and complete a final inspection will mean that the Resident accepts responsibility for any damages that have occurred since those noted on the Apartment Condition Report at move in.
  - Abide by the check-in and check-out procedures as defined by the University at the beginning and termination of this Contract.
  - Not change, modify, or alter the apartment interior, its fixtures, furnishings, or equipment without the written consent of the University. No modification which requires a structure (e.g., lofts, bike hooks, bookshelves, plant hangers, etc.) to be attached or fastened into a wall, ceiling, or floor shall be permitted. Fences and backyard storage sheds are not permitted.
  - Make Contractual arrangements with utility companies for electricity and gas in Storke II Apartment Complex only. The University assumes no liability for providing these services nor for collection of monies owed for these utilities. These arrangements for gas and electricity must be completed within two weeks of occupancy.
  - Not assign this Contract or sublease the apartment, or any portion thereof, or use it in any manner (e.g. to conduct business) other than as a personal residence during the academic year. Subletting will be permitted during summer months with prior approval.
  - Abide by the rules and regulations of the University, as stated in the Campus Regulations Manual, and Residential and Community Living rules, as well as all local, state, and federal laws. Rules and regulations specific to Residential and Community Living can be found in the [Resources and Information](#) and [Terms and Conditions](#), which are incorporated herein by reference and in this Contract.
  - Assume the responsibility for insuring that their guests are informed about and abide by all rules and regulations of the University, Residential and Community Living, local, state, and federal laws and the terms outlined in this Contract. The Resident may be held accountable in those instances when their guests do not abide by such rules or regulations or for behavior which is detrimental to the welfare of the residential community or to the physical property of the University.
  - Maintain themselves, family members, the apartment and common areas in a clean, sanitary, non-hazardous condition throughout the term of this Contract and leave the apartment in a clean and orderly condition as determined by the University.
  - Be responsible for any damage to the apartment, its furnishings and equipment (reasonable wear excepted), and comply with all provisions of this Contract.
  - Not simultaneously hold or commit to more than one UC Santa Barbara Housing Contract within the same period of this Contract. UC Santa Barbara Housing Contracts are defined as the contracts for University Single Student Apartments, University Family Student Housing, University Residence Halls, and University-affiliated Residence Halls.
  - Be responsible for activating and utilizing their UCSB UMAIL account to receive important information from the University via electronic mail.
- 5. TERMINATION:**
- The University may terminate this Contract and the Resident occupancy without cause by giving to the Resident written notice 30 days in advance of the date of termination, regardless of how long a tenant has resided in the premises.
  - The Resident may terminate this Contract without cause by giving written notice to the Family Student Housing Office: 736 Bolton Walk, West Campus Apartments, or 786 Laurel Walk, Storke Apartments, specifying the date of termination, at least 30 days in advance of the date of termination. If less than 30 days notice is given, vacating Resident is still obligated for the full 30 day rent from the date of notice.
  - The University may additionally terminate this Contract upon the following conditions:
    - The Resident has failed to pay rent, has been served a 3-Day Notice to Pay Rent or Quit and has failed to pay said rent within 3 days.
    - The Resident has breached any covenant and has been served with a 3-Day Notice to Perform Covenant or Quit, and failed to perform the covenant within the said 3-day period.
    - The Resident unduly disturbs other residents, unreasonably damages or endangers the apartment, its furnishings, or the building, or endangers the health and safety of other residents, University personnel, or guests to the premises or engages in other behavior which cannot be remedied, and is served with a 3-Day Notice.
    - The Resident graduating at the end of Fall Quarter of any year must file a Notice of Termination to vacate by December 31 of that same year; or for graduation Winter Quarter of any year, file a Notice of Termination to vacate by March 31 of that same year; or for graduation Spring Quarter of any year, file a Notice of Termination to vacate by June 30 of that same year; or for graduation at the end of Summer Quarter of any year, file a Notice of Termination to vacate by August 31 of that same year.
  - Should the Resident not take possession of the apartment, the Resident will be responsible for paying the rent until the apartment is rented.
  - Any holding over after the termination of this Contract shall be charged to the Resident at a daily rate calculated by taking the monthly rate and dividing by the number of days in that month, plus \$100.00 per day liquidated damages charges (billed to their University BARC account) and shall otherwise be on the same terms and conditions specified in the Contract, so far as applicable. It is agreed that it is extremely difficult or impractical for the University to ascertain its damages in the event of such hold over, and that said liquidated damages represents a reasonable amount calculated to cover damages to the University in the event of hold over. The liquidated damages charged hereunder shall not prevent the institution of eviction proceedings.
  - The California Supreme Court has ruled that landlords who participate in government-subsidized tenancies (most commonly, Section 8 tenancies) must give those tenants 90 days' notice when terminating tenancies without cause (*Wasatch Property Management v. Degrate*, 35 Cal.4<sup>th</sup> 1111 (2005).)
- 6. IT IS FURTHER AGREED THAT:**
- The University assumes no responsibility for and provides no insurance or financial protection for the Resident's personal property.
  - Sole provider arrangements for telephone service and cable television are available to the Resident through Communications Services on campus
  - A \$20.00 late charge shall be assessed for each delinquent monthly payment (received after the fifteenth of the month). Such charge is agreed to be reasonable and is accepted as the amount of liquidated damages for each delinquent payment because at this time it is impractical and difficult to determine the added costs to the University resulting from a delinquent payment. (Non-receipt of a BARC statement does not absolve the Resident from paying the monthly payment by the due date.)
  - The University does not promise or guarantee Resident assignment to any particular apartment. If, for any reason, the University cannot deliver possession of the apartment to the Resident, the University shall not be liable to the Resident for any loss or damage resulting from the University's delay or failure to deliver possession.
  - The Resident is eligible for only one (1) transfer to another apartment during the length of his/her entire occupancy within Family Student Housing. Application to transfer will only be accepted after a minimum six months residency has occurred. The Resident must obtain written permission by the University prior to transferring to another apartment and pay \$300 for liquidated damages. The Resident is responsible for the rent of the vacated apartment (until the apartment is completely vacant and all keys are returned), as well as the rent on the new apartment. The Resident must complete the transfer within three (3) days.
  - The Resident shall be assessed the cost of cleaning and any loss, or damage to the Resident's apartment, including any fixtures, furnishings, equipment, or decorations therein, if the Resident or the Resident's guest(s) cause such loss and/or damage. If the cause of the loss or damage to the assigned apartment cannot be determined after reasonable investigation by the University, the Resident(s) assigned to the apartment shall pay said costs. Such costs shall be established within the University's reasonable discretion and payment shall be made within 30 days of the notice to the Resident(s) responsible for payment.
  - The University may inspect the apartment annually for health, maintenance, and safety reasons. University personnel or those contracted by the University may enter the Resident's apartment as allowed by law and during normal working hours for the purpose of cleaning, inventory, repairs, service, and inspection or as deemed necessary by the University upon 24 hours' notice. Said notice is not required in the event of any emergency, building evacuation or abandonment of the apartment. The Resident agrees to waive the 24-hour notice requirement to allow University personnel to enter the Resident's apartment during normal working hours when the Resident has requested service.

A breach of this Contract by the Resident, including but not limited to delinquency in payment, may result in any or all of the following actions: disciplinary action, termination of tenancy, eviction proceedings, assessment of fees or damage/loss/cleaning charges, and/or administrative action against the Resident's status in the University and University-owned housing.

The University shall not be held responsible for the Resident's accommodations if an assigned apartment is rendered uninhabitable due to circumstances beyond the reasonable control of the University, including "Acts of Nature" (e.g., flood, earthquake, and unusual weather conditions). The University also reserves the right to make special apartment assignments to accommodate those conditions.

**The Resident agrees not to keep or harbor any dogs or cats or other pets except as stated below while occupying an apartment. This prohibition shall apply not only to pets of the Resident, but also to any visitor to the apartment, regardless of length of the visit.** Violation may subject the Resident to termination of his/her tenancy. Trained and certified assistance dogs are exempted from this provision. Small caged animals (e.g., hamsters, guinea pigs, fish tanks not to exceed 30 gallons, turtles, rabbits, small birds) are permitted. Possession of any other animals not mentioned must have prior written approval from the University. If any permitted pet becomes a nuisance or health hazard to neighbors or the University, this exception may be rescinded. The Resident is liable for any damage caused by the pet or container holding pets.

The Resident agrees and understands that it shall be unlawful to store and or discharge any firearms on University property. The Resident may not keep or permit to be kept in or about the premises: ammunition, fireworks, gasoline, naphtha, benzene, photo-developing chemicals, or any other chemicals that are toxic or explosive in nature.

The Resident shall be regarded as a member of the Tenant's Association, a self-governing association, and agrees to pay the annual fee.

Under no circumstances may the apartment be used or occupied by any person, whether a guest or a person not assigned to the apartment, without prior written approval of the University, except in accordance with the guest policy as outlined in the Family Student Housing *Terms and Conditions and Resources and Information*.

The University reserves the right to increase the stated rate for rent with 42 days notice.

Modification of the terms and conditions of this Contract shall be in effect upon 42 days notice given by the University.

It is also agreed that as each of the apartment complexes are group living situations in which residents are assigned apartments, the Resident agrees to respect the rights of other residents and to behave in a manner conducive to a harmonious living environment as determined by the University. The University may terminate this Contract if the Resident demonstrates an ongoing inability to abide by the requirements for such group living. Refer to the Family Student Housing *Terms and Conditions and Resources and Information*.

If residents/neighbors are not able to resolve conflicts that may arise between one another, the parties involved may be required to participate in the Housing Mediation Program. Residents agree that: a) Residents or the Housing staff may request a mediation for the disputing residents/neighbors. b) All parties will make a good faith effort to settle disputes through mediation; c) Residents requesting transfers or contract termination due to a dispute may participate in the mediation program; and, d) this provision does not preclude other legal rights of the parties.

Violation of University and/or Residential and Community Living rules and regulations, and/or local, state, and federal laws, or conduct which is otherwise detrimental to the Resident or to the welfare of the Residential and Community Living residents may be the basis for disciplinary action against the Resident, assessment of fees or damage charges, and/or termination of the Contract with an assessment of the \$100.00 liquidated damages charge and the initiation of eviction proceedings.

The Resident understands that he/she is allowed occupancy in the University Family Student Housing, provided all the terms of this Contract are met, for a maximum of two (2) years if he/she is seeking a Masters degree, four (4) years if he/she is seeking a B.A. and six (6) years if he/she is seeking a Ph.D, or when the complex building is no longer in operation. The maximum length of stay is six (6) years per family unit regardless of number of students or number of degrees sought. Faculty are allowed occupancy for a maximum of two (2) years.

7. **CONDITION FOR RESERVATION OF ACCOMMODATION:** An accommodation for the Resident shall be reserved only when the Resident submits this Contract, properly executed and accompanied by verification of payment of the Security Deposit, which must be received by the Apartment Assignment Services Office no later than the date indicated on the cover letter. Payment for the \$300 Security Deposit and the \$25 contract processing fee must be mailed or delivered to the Cashier's Office located at 1212 SAASB, University of California, Santa Barbara, CA 93106.

8. **NONWAIVER:** It is agreed that any waiver or non-enforcement by the University of any term or condition of this Contract 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 payment after the Resident's breach of any provision of this Contract, other than the Student's failure to make installment payments when due, shall not be deemed a waiver of such breach or any prior or subsequent breach of any provision whether or not the University knew of the prior breach at the time such rent was accepted.

9. **DEFAULT:** If an agreement is reached between the University and the Resident regarding a payment schedule for delinquent rent or other charges and the Resident fails to adhere to the schedule, the University may, at its option, declare the entire unpaid indebtedness, including interest and other charges immediately due and payable. The Resident agrees that failure to adhere to any such payment schedule may also result in any or all of the following actions: disciplinary action, eviction, assessment of fees or damages charges, and/or administrative action against the Resident's status in the University and University-owned housing.

10. **TERM:** This is a month to month contract. This contract will begin on June 27, 2015 and will not exceed **June 27, 2021** or when the complex building is no longer in operation. The maximum end date is in accordance with paragraph 6.s or a previous agreement. This contract is subject to change with 30 days prior written notice from either party.

11. **CERTIFICATION:** This Contract consists of the *Contract, Terms and Conditions and Resources and Information*, all of which are incorporated into and made a part of this Contract. The Resident certifies that the statements made on the application and on any additional information submitted in connection with this Contract are true and correct. The Resident has received a copy of and has read and understands the terms and conditions of this Contract. In addition, the Resident has received the notice of 'Protect Your Family from Lead in Your Home' and is aware building materials containing lead paint are present in most units. The undersigned agree(s) to abide by the terms and conditions outlined in this Contract. This contract is for a **West Campus Complex** unit located at **777 ELKUS WALK, APT 101** at the monthly rate of \$1,106.00.

Degree Sought: **Ph.D.**

Signature of Primary Resident: JOHN Doe

Date

Signature of Adult Resident: JANE DOE DOB: 11/19/1989

Date

UCSB Perm # (if applicable): \_\_\_\_\_

UCSB Perm #: 1234567

Minor residents under 18 (any resident 18 or over must sign this contract):

Confirmation Number

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA



Jessica Fougere, Manager, Resident Placement and Assignment Services  
 6750 El Colegio Road  
 Goleta, CA 93117 (805) 893-4240 or FAX (877) 885-9903