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. RENT: Rent is payable at the Cashier’s office, 1212 SAAB. 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:
   a. 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.
   b. 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.
   c. 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.
   d. Provide cleaning services for community centers, recreation areas, and laundry rooms on a regularly scheduled basis.

4. THE RESIDENT SHALL:
   a. 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.
   b. 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.
   c. Notify the University of any changes in their status (student, faculty or family) since the execution of this Contract.
   d. 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.
   e. 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.
   f. Abide by the check-in and check-out procedures as defined by the University at the beginning and termination of this Contract.
   g. 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.
   h. 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. Arrangements for gas and electricity must be completed within two weeks of occupancy.
   i. 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.
   j. 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.
   k. 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.
   l. 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.
   m. Be responsible for any damage to the apartment, its furnishings and equipment (reasonable wear excepted), and comply with all provisions of this Contract.
   n. 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.
   o. Be responsible for activating and utilizing their UCSB UMAIL account to receive important information from the University via electronic mail.

5. TERMINATION:
   a. 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.
   b. The Resident may terminate this Contract without cause by giving written notice via the online 30-Day Notice form 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.
   c. The University may additionally terminate this Contract upon the following conditions:
      1. The Contract has not been renewed by the University and the Resident has not paid the full rent for the period of occupancy.
   d. 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 for each person(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 in accordance with the University’s reasonable discretion and payment shall be made within 30 days of the notice to the Resident(s) responsible for payment.
   e. 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. Degrade, 35 Cal.4th 1111 (2005)).

6. IF IT IS FURTHER AGREED THAT:
   a. The University assumes no responsibility for and provides no insurance or financial protection for the Resident's personal property.
   b. Sole provider arrangements for telephone service and cable television are available to the Resident through Communications Services on campus.
   c. 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 payment because at the 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.)
   d. 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.
   e. The Resident is eligible for only one (1) transfer to another apartment during the length of their 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 vacant 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.
   f. The Resident must possess 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 in accordance with the University’s reasonable discretion and payment shall be made within 30 days of the notice to the Resident(s) responsible for payment.
   g. 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.
   h. During normal working hours for the purpose of cleaning, inventory, repairs, service, 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.