

# UNIVERSITY OF CALIFORNIA, SANTA BARBARA



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SANTA BARBARA • SANTA CRUZ

SANTA BARBARA, CALIFORNIA 93106

Dear Student:

Following is a 2016-2017 University Apartment Contract. Please read through the entire packet. You will be able to choose your apartment and room type preference from any that remain available when you complete your personal preferences. Do not send any payment with this contract. Your \$25 contract processing fee and activity fee (\$27 for Undergraduate Apartments; \$26 for Graduate Apartments) will be billed to your university billing account and will be due by August 15, 2016.

**NOTE:**

- \* Read the Contract and the Terms and Conditions carefully. This is a legally binding contract.
- \* This offer is void and you will not be able to complete the digital contract after the due date **as indicated in your email message.**
- \* Keep an electronic copy or paper copy of the contract as well as the Terms and Conditions for your records.
- \* By digitally signing the contract, you are giving us permission to release your contact information (e-mail address and phone number) to your assigned roommates.
- \* If the utility usage in an apartment exceeds the allowable baseline by 15% or more, the residents are responsible for the overage. Please conserve!
- \* UCSB, including Housing, is a non-smoking campus.
- \* Final room (and roommate) assignments will be emailed to you in early September.
- \* This contract can only be cancelled in accordance with Paragraph 5. There is a \$250 liquidated damage fee (\$350 after the deadline) for any approved cancellation, regardless of the reason.
- \* If you graduate before the end of your contract, you will be assessed the \$250 contract cancellation fee (\$350 after the deadline).
- \* Note clause 4m in your contract for the expectations and use of your UCSB Umail account. Electronic correspondence to your Umail account is our primary method of communication and constitutes "written notice" and/or "personal delivery".
- \* Note clause 6s in your contract for the expectations and use of the Mediation Program.

**Please read your contract carefully.** If you have any questions, please contact the Resident Placement & Assignment Services Office by email at [aptcontracts@housing.ucsb.edu](mailto:aptcontracts@housing.ucsb.edu) or by telephone at (805) 893-4021.

Sincerely,

A handwritten signature in cursive script that reads 'Jessica Fougere'.

Jessica Fougere  
Manager  
Resident Placement & Assignment Services



**1. PARTIES:**  
The parties to this Contract are the Regents of the University of California, hereinafter called "University," and the undersigned student, hereinafter called "Resident".

**2. TERM:**  
a. The term of this contract shall be Saturday, September 17, 2016 to Monday, June 19, 2017.  
b. Residents who check-in or check-out during the first or last week of any quarter will be charged for that entire week in their prorated rent.  
c. Resident may be required to vacate the apartment within twenty-four (24) hours or less after completing their last final examination if disruptive to the community. In no case does the 24 hours extend beyond the official apartment closure.

**3. THE UNIVERSITY SHALL:**  
a. Provide the Resident with a furnished space in a University apartment for the term 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 room and/or apartment, to assign roommates, to consolidate vacancies, or to make accommodations in order to comply with the Americans with Disabilities Act.  
c. Reserve the right to utilize double rooms for triple occupancy. The terms and conditions set forth herein are applicable to rooms occupied by either one, two, or three parties. The University, in its sole discretion, reserves the right to reduce or increase the number of residents per room as space becomes available.  
d. Reduce or increase the rate to the appropriate stated single, double, or triple rate as Students are assigned or reassigned. Except in the Santa Ynez 400s, when three Students are assigned to a double occupancy room, the rate changes to a triple rate for that room so that each Student will be paying a lower amount than the double rate. If a vacant space in a triple occupancy room is unfilled, the room reverts to a double occupancy room and the rate for the two remaining Students increases to the double occupancy rate.  
e. Make contractual arrangements with utility companies to provide water, trash removal, gas, electricity and internet access.  
f. Provide cleaning services for community centers, recreation areas, lobbies, and exterior hallways 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, for the term of this Contract. The Resident shall be obligated, however, whether a registered student or not, to pay the University in accordance with the payment provisions of this Contract.  
b. Pay a \$25 Contract Processing Fee, Activity Fee, and Monthly Rent billed to the University BARC account.  
c. Complete the emergency contact information on-line as instructed.  
d. Complete the Apartment Condition Report within 24 hours of obtaining keys. Failure to complete report 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. Abide by the check-in and check-out procedures as defined by the University, at the beginning and termination of this Contract.  
f. Not change, modify, or alter the apartment, its fixtures, furnishings, or equipment without prior written consent of the University. No modification which requires a structure (e.g. lofts, bike hooks, bookshelves, plant hangers, satellite dishes, etc.) to be attached or fastened into a wall, ceiling or floor shall be permitted.  
g. Not assign, without the prior written consent of the University, 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.  
h. Abide by the rules and regulations of the University, as stated in the Campus Regulations Manual, and Apartment Living rules, as well as all local, state, and federal laws. Rules and regulations specific to Apartment Living can be found in the TERMS AND CONDITIONS of this Contract.  
i. Assume the responsibility for their guests being informed about and abiding by all rules and regulations of the University, Apartment Living, local, state, federal laws and terms outlined in this Contract. Residents may be held accountable in those instances when their guests do not abide by such rules and regulations or for behavior which is detrimental to the welfare of the apartment community or to the physical property of the University.  
j. Maintain their self, their 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.  
k. Be responsible for any damage to the apartment, its furnishings and equipment (reasonable wear excepted), and comply with all provisions of this Contract.  
l. Not simultaneously hold or commit to more than one UC Santa Barbara Housing Contract within the same academic period. UC Santa Barbara Housing Contracts are defined as the contract for University Apartments, University Family Student Housing, University Residence Halls, and University-Affiliated Residence Halls.  
m. Be responsible for activating and utilizing their UCSB UMAIL account to receive information from the University via electronic mail.  
n. Be responsible for any utility charge (gas or electricity) incurred by the University on behalf of the resident, that is 15% over the utility companies monthly base usage allowance. The University will bill the resident's BARC account for the overage.

**5. TERMINATION:**  
This Contract may be terminated only with the written approval of the University and under the conditions enumerated in subsections 5a through 5d. The Resident will be assessed a liquidated damages fee and, if necessary, any additional custodial and security related charges associated with their period of residency (billed to their University BARC account). The Resident hereby agrees and accepts that it is reasonable for the liquidated damages fee to cover the University's costs resulting from the Resident's failure to fulfill the terms of the Contract because it is at this time impractical and difficult to determine the amount of damage.

LIQUIDATED DAMAGES FEE SCHEDULE FOR AN APPROVED  
CONTRACT TERMINATION **PRIOR** TO TAKING OCCUPANCY:  
Prior to July 1, 2016: \$250  
July 1, 2016 or later: \$350

LIQUIDATED DAMAGES FEE SCHEDULE FOR AN APPROVED  
CONTRACT TERMINATION **AFTER** TAKING OCCUPANCY:  
With a 30 day written notice: \$250  
Without a 30 day written notice: \$350

**a. PRIOR TO JULY 1, 2016:**  
If the student notifies the University (Resident Placement & Assignment Services) in writing prior to July 1, 2016, the student's Contract will be terminated and the student assessed a \$250.00 liquidated damages fee, billed to their University BARC account.  
**b. FAILURE TO TAKE OCCUPANCY:**  
If the student notifies the University (Resident Placement & Assignment Services) in writing after July 1, 2016, or fails to initially check in by the first day of classes, September 22, 2016 for Fall Quarter; January 9, 2017 for Winter Quarter; and April 3, 2017 for Spring Quarter, without previously notifying the University (Resident Placement & Assignment Services) of the delay and anticipated date of initial occupancy, the student may be reassigned and continue to be charged. The student shall be liable to the University for all rent payments due hereunder until a replacement, if any, can be secured by the University and the student shall be assessed a \$350 liquidated damages fee.  
**c. TERMINATION AFTER OCCUPANCY (only with prior approval of the University):**  
This Contract may be terminated by the Resident with prior written approval by the University if the Resident ceases to be a currently enrolled student at UC Santa Barbara due to graduation, withdrawal, academic dismissal, transfer to another institution, or is a participant in a University authorized planned educational leave program. In addition, a Resident may terminate the contract without cause by finding a UCSB student of the same gender and eligibility to replace the space. The Resident must present official documentation as verification, and return all appropriate forms, keys, and parking permits (if applicable) as instructed in move-out information. The Resident will be assessed the liquidated damages fee in accordance with the schedule above.  
**d. Contract termination, release and vacating dates are determined by the University (Resident Placement & Assignment Services) after completion and approval of a contract cancellation form.**

**6. 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 landline telephone service are available to the Resident through Communications Services on campus.  
c. A \$20.00 late charge shall be assessed for each delinquent monthly payment. 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 or absent indication of housing fees 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 or room. If for any reason the University cannot deliver possession of the apartment or room 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. After the second week of classes of each quarter, the Resident may request to change assigned apartment and/or room. The Resident must obtain written permission by University prior to transferring to another apartment. The Resident will be assessed a \$65.00 transfer fee and is responsible for the rent of the vacated apartment space (until the apartment is completely vacant and all assigned keys are returned), as well as the rent on the new apartment space. The Resident must complete the transfer within 24 hours. Moves not approved by the University will be seen as void and may result in the Resident returning to their original location and facing disciplinary action.
- f. The University assigns roommates without regard to race, age, religion, sexual orientation, national origin, or disability.
- g. The Resident or University may request an inspection prior to the end of tenancy to allow the resident to remedy deficiencies to the premises to avoid cleaning and/or damage charges. The University will provide the resident with an itemized list of repairs or cleaning that may be the basis for charges in order that the resident be able to remedy deficiencies.
- h. The Resident shall be assessed the cost of cleaning and any loss or damage to the Resident's apartment or room, 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 and/or room cannot be determined after reasonable investigation by the University, the Resident(s) assigned to the apartment/ room shall pay said costs. The costs of any cleaning, loss, or damage to the apartment areas other than bedrooms will be divided among the Resident(s) assigned to the apartment. Such cost shall be established within the University's reasonable discretion and will be billed to the Resident(s) University BARC account.
- i. University personnel or those contracted by the University may enter the Resident's room or apartment as allowed by law and during normal working hours for cleaning, inventory, repairs, service, and annual 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 room or apartment by either the Resident or Resident's roommate(s). The Resident agrees to waive the 24-hour notice requirement to allow University personnel to enter the Resident's room or apartment during normal working hours when the Resident has requested service.
- j. 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, eviction proceedings, assessment of fees or damage/loss/cleaning charges, suspension of contracted meals and/or administrative action upon the Resident's status in the University and University-owned housing.
- k. The University shall not be held responsible for the Resident's accommodations if an assigned space 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 room assignments in response to those conditions.
- l. Animals are prohibited in all apartments at all times, with the exception of fish in aquariums not exceeding 30 gallons and approved exceptions. This prohibition shall apply not only to pets or animals of the Resident but also to any visitor to the apartment/room, regardless of the length of the visit.
- m. The Resident agrees and understands that it shall be unlawful to store 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 that are toxic or explosive in nature.
- n. The Resident shall be regarded as a member of the Student Apartment Community Council (Santa Ynez, El Dorado, Westwinds), the Graduate Student Apartment Council (San Clemente, Westgate), or an independent council (Sierra Madre, San Joaquin), which are self-governing associations, and agrees to pay the annual activity fee. The activity fee is not subject to refund after the Resident takes occupancy.
- o. Under no circumstances may the apartment/room be used or occupied by any person, whether a guest or a person not assigned to the apartment/room, without prior written approval of the University, except in accordance with the guest policy.
- p. The University reserves the right to increase the stated rate for rent during the term of this Contract upon thirty (30) days written notice.
- q. No modification of the Terms and Conditions of this Contract shall be effective unless given in writing by the University with thirty (30) days written notice.
- r. Since each of the apartment complexes are group living situations in which Residents are assigned apartments as well as roommates, 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.
- s. 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.
- t. Violation of University and/or Apartment 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 Apartment 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 \$250.00 liquidated damages charge and the initiation of eviction proceedings.
- u. Electronic correspondence to the Resident's Umail account is the primary method of contact by the University to the Resident and shall constitute "written notice" and/or "personal delivery" when "written notice" or "personal delivery" are required by law.

7. **CONDITION FOR RESERVATION OF ACCOMMODATION:** Subject to paragraph 6.d above, an accommodation for the student shall be reserved only when the student submits this Contract, properly executed to the University (Resident Placement & Assignment Services) no later than the Due Date. In the event no premises are available for assignment, the University shall return said payment and shall not have further liability to the student.

8. **NON-WAIVER:** 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 shall not be deemed a waiver of such breach or any prior 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 said schedule, the University may declare the entire unpaid indebtedness, including interest and other charges, immediately due and payable. The Resident agrees that a 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 damage charges, suspension of contracted meals, and/or administrative action against the Resident's status in the University and University-owned housing.

10. **CERTIFICATION:** This Contract consists of Part I (Contract), Part II (Terms and Conditions) and the Schedule of Rates, all of which are incorporated into and made 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. The undersigned agrees to abide by the Terms and Conditions outlined in this Contract. The apartment and room type assigned to the Resident is determined based on availability and in consideration of the personal preferences submitted by the Resident.

#### **THIS CONTRACT IS FOR THE ROOM TYPE YOU WERE OFFERED**

I understand that in signing this Contract, I give permission to the University (Resident Placement & Assignment Services) to release my name and contact information to my roommate/apartmentmates.

Due Date: **As indicated on your email message.**

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA



Jessica Fougere | Manager  
Resident Placement & Assignment Services  
6750 El Colegio Road, Goleta, CA, 93117  
(805) 893-4021

**FALSIFIED INFORMATION AND/OR ANY  
ALTERATIONS TO THIS DOCUMENT WILL VOID  
CONTRACT AND MAY RESULT IN DISCIPLINARY  
AND/OR LEGAL ACTION.**



## UNIVERSITY APARTMENTS OCCUPANCY AGREEMENT PART II

## TERMS AND CONDITIONS

Violation of any of the following policies jeopardizes your housing contract, violates the UCSB Standard of Conduct Code 102.07, and may result in University sanctions and legal prosecution that could include (but is not limited to) eviction and/or University sanctions. These policies apply to all residents of University-owned apartments and their guests when they are within Housing & Residential Services environs (including parking lots), regardless of where they reside. These policies are also enforceable while participating in Housing sponsored activities on or off campus.

**Alcohol:** State laws and university regulations referring to alcohol use and possession must be followed by you and your visitors. NO alcohol is permitted in public areas (i.e. community centers, apartment patios, grounds, lobbies, laundry rooms, etc.). Kegs, as well as other large containers for alcohol, are not allowed within or in the vicinity of any university-owned facility. Delivery of alcohol by outside vendors is prohibited. Problem behavior while under the influence of alcohol or any other substances will not be tolerated.

**Amplified Music and Drums:** Amplified musical instruments and drums may be stored but not used within university-owned apartments. Stereo speakers are prohibited from being placed in windows directing sound out of the apartments. Exceptions may be made in university sanctioned performances.

**Annual Inspections:** Annually, authorized university personnel will enter your apartment unit to conduct an inventory and inspection of all furnishings and review the condition of the facility. This is done to reduce damage that goes unreported. Residents will receive a minimum of 24-hours advance notice prior to inspections.

**Appliances and Electrical Safety:** All of your appliances should be UL<sup>®</sup> approved. Practice safety when using appliances or electrically dependent items. Do not overload circuits or extension cords.

**Barbecues:** Barbecues provided by the University, are to be used only for cooking food. Personal barbecues may not be used or stored on the premises, with the exception of on private concrete patios of ground floor units.

**Bicycles:** Please use designated bike racks or carefully store bikes in your apartment. Bike hooks are not allowed. Bikes found blocking public access, walkways, exits, or fire escapes will be removed and impounded. A fee may be assessed for moving and storage. Please register your bike with the Community Service Organization (CSO). Please ride slowly through the complex. All bikes stored in the bike racks must be in operable condition. The University will conduct periodic removal of abandoned bicycles.

**Bottled Water:** Delivery arrangements are between the vendor and you. Please do not leave your unattended apartment door open for vendors or leave empty containers to block public access or exits.

**Business:** Utilizing your address or conducting private entrepreneurial ventures by you or your visitors from your apartment is prohibited. No business of any kind is permitted to be established on University property.

**Candles:** Candles are not permitted on the premises.

**Car Washing:** Car washing is not allowed in our facilities.

**Check-In:** Each Resident must submit an Apartment Condition Report within 24 hours of check-in. It is the Resident's responsibility to assess the condition of the apartment and submit the Report as instructed upon check-in. Failure to submit Report within 24 hours of check-in will result in a default statement that all conditions of the apartment are in perfect order.

**Check-Out:** There will be a \$100.00 liquidated damages charge for failure to follow the appropriate check-out procedures when moving out of the apartment after approved Contract termination or at the end of the academic year. Failure to vacate the apartment by the last day of the Contract will also result in staff, or assigned vendors removing the Resident's personal property left on the premises to be disposed of according to state law. The Resident will also be assessed for storage charges. Failure to leave the apartment in a clean and orderly condition, as described by the University, will result in additional cleaning and maintenance charges.

**Complicity:** Everyone in our community has the responsibility to take appropriate action if a violation of any policy comes to their attention. Concealment of information may be considered as sanctioning illegal activities and you may be held equally responsible for the violation you witnessed.

**Conservation:** Excessive or irresponsible abuse of utilities may result in administrative action and/or charges assessed to your BARC account.

**Construction Noise and Related Activity:** UCSB continues to grow as a world-class University and construction is part of the process. Students should expect construction noise from residential and academic facilities throughout the year; no fee adjustment or cancellation of Contract will be made due to construction activity.

**Damage:** Resident(s) and their guests will be held liable for any damage or theft of University property in both the apartment and public areas of the University apartment facilities. Bills for the cost of repairs are charged to the responsible individual(s) University BARC account at the rate of \$35/hour for labor plus any material costs.

**Domestic Violence/Child Endangerment:** Violence or endangerment of any member of our community will not be tolerated.

**Driving:** The speed limit in all University Apartment parking lots is 5 mph. There is no driving into the complex or on pedestrian walkways. If you are found responsible for violating any of the complex's speed limits and/or state driving laws, your parking permit may be revoked by the Office of Residential & Community Living.

**Drugs, Illegal:** The possession, use, distribution, manufacturing, cultivation, or sale of drugs, narcotics, or drug paraphernalia will not be tolerated in our residential community. Drug related activity will be referred directly to the University Police and will result in disciplinary action.

**Electrical Cord Use:** Use UL<sup>®</sup> listed multi outlet units (MOU) plugged directly into the wall outlet. Residents are to follow all University policies governing the use of electrical extension cords. Please reference <http://www.policy.ucsb.edu/policies/policy-docs/extension-cord.pdf>

**Elevators:** Tampering with or misuse of elevators is prohibited by law and university policy. Residents will be subject to disciplinary action and charged for any expenses related to misuse.

**Entrances and Cleanout Access:** Regulations require a clear 3' (foot) access to all apartment doors, including stairwells, second/third floor walkways and water heater closets. Access to water heater closets and plumbing "clean-outs" must be clear of plants or other items so University staff or vendors may access the area for routine or emergency maintenance.

**Event Planning:** No organized, loud, unruly, or alcohol-related events/activities (e.g. progressive parties) are permitted in the University Apartment Living facilities. All major/larger events allowed in the community centers, recreation rooms, or poolside must have prior written approval of Residential & Community Living. Residents may be required to immediately close down any event(s) at the discretion of University staff.

**Exterior Building Areas:** Landings and walkways are to be kept clear for evacuation safety. These areas are not to be used for personal storage areas. Plants must have drain pans if located on second floor decks/walkways.

**Fire Lanes:** Driving or parking motor vehicles on walkways and emergency roads is prohibited. Exceptions include university vehicles responding to service or emergency situations.

**Fire Safety and Emergency Equipment:** It is a misdemeanor to tamper with or interfere with fire alarm pull stations, smoke and heat detectors, fire extinguishers, hoses, fire sprinkler systems and EXIT signs and lights. Violators are subject to disciplinary action as well as legal prosecution.

**Fireworks/Explosives:** It is a misdemeanor to possess, store, or use any fireworks or explosives on University property.

**Flammables:** Storage or use of ammunition, kerosene, propane, paint thinner, charcoal starter, gasoline, naphtha, benzene, fireworks or other flammable or explosive materials is strictly prohibited. Storage of oily rags, boxes, or excessive amounts of newspapers or magazines is not permitted on the premises.

**Furniture:** University-owned furnishings and property are not to be removed from the apartment unit nor left out on patios, balconies or other areas that could result in damage or unnecessary wear to the items. Privately-owned furnishings are allowed as long as they do not create undue clutter or result in fire, health or safety hazards. Upholstered furniture is prohibited outside due to rodent nesting. University-owned community center or recreation room furnishings are not allowed in resident apartments. A minimum fee of \$50 per day will be assessed to your BARC account if furnishings are improperly used.

**Guests:** No person other than those officially assigned by the University or as authorized on this Contract may occupy the premises on a permanent basis. Resident(s) may have occasional overnight and/or weekend guests. The Resident is responsible for all actions and the behavior of their guests/visitors. Any guest(s) violating any University policy or terms and conditions of this Contract shall be required to leave the premises immediately. Please be courteous and communicate with your apartmentmate(s) before having guest/visitors. No overnight guest may stay longer than 7 days per academic quarter. During Halloween and other special events, restrictions on guests, registration procedures, and other security precautions may be implemented for the community's safety.

**Halloween and Other Special Events:** During the period leading up to, during, and after Halloween, as well as other special events as determined by the Office of Residential & Community Living, limitations and/or restrictions on guests' visitation, parking privileges, and other security precautions may be implemented for the safety and security of our residential community.

**Hanging Items:** For safety reasons, clotheslines, hammocks, and heavy objects are not permitted to hang from railings. In addition, no unauthorized hooks are allowed in stairwell floors or walls.

**Harassment/Abuse—Physical, Verbal and Nonverbal:** Physical harm or the threat of physical harm to any person, assault/battery, sexual assault, stalking, physical fights, verbal & non-verbal threats, malicious pranks, abusive language or harassment due to sexual orientation, ability, race, gender, religion, ethnicity or nationality will not be tolerated in our community and will result in disciplinary action. Communication of such acts via the internet, e-mail, mail, telephone, fax, etc. may result in loss of access or other privileges.

**Keys:** The Resident is responsible for their University apartment, bedroom, building and mailbox keys. (Note: not all complexes issue bedroom, building, or mailbox keys). If any University key is lost or stolen, the Resident should report it immediately to a staff member. Replacement costs are \$10 to \$50, depending on the key; specific costs are indicated on the Occupancy Form that you sign upon moving in. It is prohibited to duplicate or possess a duplicated University key. If you are locked out of your apartment, you may get a temporary loaner key from an Apartment Living staff member; charges may apply as specified on the Occupancy Form.

**Laundry Facilities:** These facilities are for the use of residents only. Access is by use of your apartment or bedroom key.

**Ledges, Roofs, Balconies, Stairwells, and Walls:** The use of ledges and roofs for any purpose, hanging on balconies, and the scaling of walls is prohibited. Throwing, shooting, and launching objects from buildings is prohibited. Stairwells must be clear of all obstructions at all times for safety reasons. Absolutely no diving into the swimming pools from fences, windows, balconies or roof areas.

**Megan's Law NOTICE:** The California Department of Justice, sheriff's departments, police departments serving 200,000 or more and many other law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood.

**Medical Marijuana:** The use or possession of marijuana, including medicinal marijuana, is prohibited on University property.

**Mold:** It is the resident's responsibility to notify the Complex office as soon as water seepage or reoccurring mold is noticed. The resident is responsible for maintaining an environment that is clean and as dry as possible.

**Motorcycles and Scooters - Fuel Operated Vehicles:** All fuel-operated vehicles may only be parked in designated areas and must be registered. Due to the hazardous potential, there is no storage of fuel-operated vehicles on patios, stairwells, walkways, or landings. Any of these vehicles found in or around the apartment units, beyond the designated areas, may be cited, towed and impounded at the owner's expense.

**Noise:** Residents are entitled to reasonable living, learning, and resting conditions in apartment facilities. Any resident should feel empowered to respectfully request that any other resident or guest be quiet, or cease activity that is interfering with his/her ability to study, rest, or quietly enjoy the environment.

**Parking:** All vehicles parked within our university-owned parking areas must have a legal permit. Complete parking regulations are available upon move-in. Violation of parking regulations may result in disciplinary action.

**Patios and Decks:** Fire regulations require 3' (feet) clearance to all doors of your apartment. Only plastic/wood/metal furniture is permitted outside, as rodents may nest in upholstered furnishings. Please contain all permanent items, such as potted plants, in your patio area, as our university staff need access to all lawn areas for proper maintenance and care. Furnishings, such as your dining room chairs, are not to be used as outdoor furniture and may be damaged by the outdoor climate.

**Personal Care:** You are responsible for your own self-care, which is defined as appropriate personal hygiene, mental health, management of medical conditions or illnesses and/or disability-related personal needs. Physical harm or threats of harm to yourself may result in judicial action and/or contract termination.

**Pest Control:** If pest infestation occurs and is determined to be the result of poor housekeeping or hygiene practices, you will be assessed for any necessary pest control services.

**Pets:** Pets and animals are prohibited at all times anywhere on the premises, with the exception of approved animals required for disabilities and aquarium fish in tanks not exceeding 30 gallons. This includes pets of visitors, regardless of length of stay, as well as feeding cats, etc. outside of your apartment.

**Pools:** Pools are located at the El Dorado and Westgate Apartments. They are open for Undergraduate Apartment residents and their guests only. Residents and their guests must abide by all rules clearly stated at the pool. Residents are responsible for any and all actions and/or behaviors of their visitors. Failure to follow pool rules will result in immediate judicial action and may result in immediate eviction. No jumping from railings or roof into the pool is permitted.

**Prohibited Items:** The following items are prohibited in our apartment units due to their association with facility damage, fire hazard and/or high energy use: darts and dart boards, air conditioning units, large appliances (e.g. washers, dryers, dishwashers, freezers, extra refrigerators), space heaters, kerosene lamps, halogen lamps, flammable liquids, solids & gas (non-household items).

**Quiet & Courtesy Hours:** The minimum hours established for all complexes are: *Sunday through Thursday - 10:00 pm to 7:00 am; Friday and Saturday - 11:00 pm to 7:00 am.* During the week before Final Exams and Final Exam Week, Quiet hours are 24-hours a day. All residents share the responsibility for maintaining quiet & courtesy hours.

**Recreational Vehicles, Boats, and Trailers:** Boats, RVs, and trailers are not permitted on the property. The University does not have accommodations or storage facilities for large personal items.

**Resident Behavior:** Residents and guests who, by virtue of their inappropriate behavior or conduct towards themselves or others, exhibit an inability to live in a group setting, refuse intervention, and/or are endangering themselves or others in any manner, may be asked to leave any Apartment Living community. Administrative and judicial action will be invoked.

**Satellite Antennas:** Satellite antennas may not be affixed to any common area in the apartment facilities. This includes, but is not limited to, exterior walls, roofs, hallways, and walkways. They may only be installed in an "exclusive area" which means an area of property that only you may enter and use to the exclusion of other residents. Information on the installation procedure for satellite antennas is available at your complex office.

**Shopping Carts:** Pursuant to state law, the removal of shopping carts from merchant property is unlawful. Shopping carts are prohibited on premises and will be confiscated. Residents may be financially responsible for removal of stored shopping carts in their possession.

**Skateboarding:** Skateboards are only permitted in our residential community when used primarily for transportation. "Trick-skating" is not allowed.

**Smoke-free Environment:** Smoking is prohibited in all UC Santa Barbara facilities, on all University grounds, and on all University-owned and leased properties regardless of location. Smoking, the use of smokeless tobacco products, hookahs, and the use of unregulated nicotine products (e.g. "e-cigarettes") is strictly prohibited. This smoke-free policy applies to all indoor and outdoor areas.

**Solicitation:** No advertising, selling, or commercial soliciting is permitted. Please inform the solicitor of this policy, then contact our office or UCSB Police (893-3446) immediately of the presence of a solicitor or salesperson. Distribution of university-related materials by university staff door-to-door is allowed.

**Staff Directions:** The Resident and their guests must follow the directions of University staff members at all times. Providing false information or failing to provide information to staff, interfering with staff while they are performing their duties, or being uncooperative or verbally abusive to staff is strictly prohibited.

**Stairwells/Walkways:** Stairwells and walkways must be clear of all items to enable safe emergency access.

**Storage:** Due to the limitations of space in and around our community, outside storage is not provided for personal property. The storage of trash/garbage, cardboard or upholstery items is not permitted outside to reduce rodent infestation. Water heater closets must be free of stored items. Storage of combustibles is not allowed.

**Theft / Misuse of Property:** Theft, tampering or misuse of personal or University property (e.g. recreation equipment, vending machine, etc.) is unlawful and prohibited.

**Water Beds:** Waterbeds are not permitted.

**Water Fights:** Water fights, water guns, buckets, water hoses, water 'horseplay,' and throwing water balloons are prohibited.

**Weights/Barbells/Treadmills:** Weights may only be used on the ground floors, due to the stress that weights cause on upper floor structures and the noise created for lower floor residents.

**Weapons:** University regulations strictly prohibit the use or possession of firearms (with or without a California permit). Also prohibited are weapons including, but not limited to, stun guns, daggers, retractable bladed knives, non-kitchen style knives with a fixed blade over 2.5 inches, nun chucks, paint pellet guns, BB guns, air pellet guns, any device which closely resembles a fire arm (such as a water gun), slingshots, swords, darts, explosives, spear guns, bows and arrows and other dangerous items.

**Windows and Screens:** Window screens are to be left on at all times to prevent insects or rodents from getting in and people, objects, and litter from falling out. The occupants of the apartment will be charged a minimum of \$40 per damaged or missing screen.

**Yards:** Fences and backyard sheds are not permitted.



UNIVERSITY APARTMENTS SCHEDULE OF RATES  
2016-2017 Academic Year

**Proposed Rates Subject to Change**

Monthly Rent Activity Fee (one time)	Two Bedroom (2 occupants/room) \$674 \$27	Two Bedroom (3 occupants/room) \$593 \$27
Monthly Rent Activity Fee (one time)	Three Bedroom (2 occupants/room) \$674 \$27	Two Bedroom-Santa Ynez 400s (3 occupants/room) \$674 \$27 (Students residing in the Santa Ynez 400s and relocated to San Joaquin after Fall quarter will receive 1 month rent without charge)
Monthly Rent Activity Fee (one time)	One Bedroom (2 occupants/room) \$766 \$27	One Bedroom (3 occupants/room) \$610
Monthly Rent Activity Fee (one time)	Studio (1 occupant) \$1,223 \$27	

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