

**UC SAN DIEGO SINGLE UNDERGRADUATE RESIDENTIAL HOUSING CONTRACT
ACADEMIC YEAR 2012-2013**

1. **PARTIES:** The parties to this Contract are the Regents of the University of California, hereinafter referred to as "University" and the undersigned student, hereinafter referred to as "Resident." The Resident agrees to perform and observe all terms and conditions of this Contract, its Appendices and the Resident Handbook, which are incorporated herein by reference, and the University agrees to permit Resident to occupy the apartment or residence hall space and to provide a dining plan.
2. **TERM:** The term of this Contract is for the 2012-2013 academic year, which begins on 09/22/2012 and ends on 06/15/2013, at which time this Contract will terminate without further notice. Specific dates and times of occupancy are specified in the UC San Diego Housing Calendar which is incorporated herein by reference. Resident is financially liable for the entire term of this Contract unless officially released by the University in writing.
3. **ELIGIBILITY:** Resident must be a single, enrolled, full-time undergraduate student of UC San Diego, as defined by the Registrar's Office, for the term of this Contract. Failure to meet the eligibility requirement is grounds for forfeiture of this Contract but does not create a waiver of any sums due under this Contract.
4. **ASSURANCE OF ACCOMMODATION:** Resident shall be assured of accommodations under this Contract only when Resident electronically signs this Contract, pays the \$650 housing prepayment to the University, and receives an eligibility letter or offer of space. Eligibility letters or offers of space will be sent via email and titled as such.
5. **ROOM AND BOARD:** Room and board charges are due according to the dates and amounts specified in the UC San Diego Housing Costs and Payment Schedule, which is incorporated herein by reference. Payments are due without demand or billing at the UC San Diego Central Cashier's Office, Mail Code 0009, 9500 Gilman Drive, La Jolla, California 92093-0009, phone number (858) 534-3725. Payments are always applied to the Resident's oldest housing charges first. Checks are to be made payable to "UC REGENTS." If a payment is received after the due date, there will be a late charge of \$20 assessed. For periods of occupancy within the academic year, but less than the complete academic year, the room and board charges shall be prorated to derive a total daily rate for each day of occupancy based on the UC San Diego Housing Calendar. Resident agrees that there will be no proration of room and board for the first and the last week of each quarter, should Resident decide to move in later or move out earlier during these specific periods. Resident agrees to pay a prepayment of \$650 which is applied to the sums due under this Contract.
6. **DINING PLAN:**
 - a. The University shall provide Resident with a Dining Plan as described in the UC San Diego Housing Costs and Payment Schedule. The Dining Plan Dollars are deposited at the beginning of the term and expire at the end of the term of this Contract. Failure to pay room and board charges will result in suspension of contracted meals. The Dining Plan cannot be changed to a lesser value, transferred, dropped, carried forward or refunded. For information regarding Housing Dining Hospitality (HDH) dining, please refer to the website at <http://hds.ucsd.edu/diningservices>. The first Contract meal begins at noon on the first day of the term of this Contract and ends at 1:30 p.m. on the last day of the term of this Contract.
 - b. A Dining Plan Buy-up Option is available before the school year begins. Residents who sign up for this option agree to be responsible for the added cost of the Dining Plan.
 - c. Resident agrees to pay for any Dining Plan over-usage under any circumstances, such as Early Termination of Housing Contract. See details at <http://hdh.ucsd.edu/diningservices/docs/DiningDollarsBudget.pdf>.
7. **UTILITIES:** The University shall provide basic cable TV, electricity, gas, on-site laundry facility, sewer, trash, water, and in-room computing services as stated in <http://acms.ucsd.edu/units/resnet/policies.shtml>.
8. **CANCELLATION (Prior to move-in date):** To cancel this Contract, Resident must notify HDH Administrative Services in writing, by fax or via email prior to the move-in date. Cancellation of this Contract will be effective upon receipt of the request. Resident must move in by 4:00 p.m. on 9/25/2012. Resident agrees to pay the cancellation charge as specified in the UC San Diego Housing Cancellation Policy, which is incorporated herein by reference.
9. **TERMINATION (After move-in date):** If Resident requests Contract termination, it must be submitted in writing along with the appropriate supporting documents to the Resident's Residential Life Office. If Resident is under 18 years of age, the request must be accompanied by a written consent of the parent or legal guardian. Resident is responsible for all room and board charges unless, and until, the request is approved by the University. The effective termination date, if approved by the University, will be the date of the University's approval. Resident shall be charged for any Dining Plan over-usage (refer to <http://hdh.ucsd.edu/diningservices/images/DiningDollarsBudget.pdf>) and any custodial-related charges associated with the period of residency. Resident also agrees to pay a Contract termination charge in addition to any sums owed by Resident.
 - a. **Termination by Resident:** \$100 Contract termination charge applies in the following cases:
 - i. Resident requests and is thereafter granted the right to terminate because Resident ceases to be a currently enrolled student at UC San Diego by reason of graduation, withdrawal, academic disqualification, suspension or dismissal, transfer to another institution or participation in a University-authorized and approved study-abroad program. Resident must provide

documentation within 10 days of approval or notification from the University in such cases. Failure to do so will result in Resident being responsible up to the full term of this Contract or until such time as the space is re-rented or a new resident moves in.

- ii. Resident requests and is thereafter granted the right to terminate because Resident requests termination based on compelling and unanticipated medical or financial problems arising after the date of execution of this Contract, as determined by the University at its sole discretion.
 - iii. Resident requests and is thereafter granted the right to terminate because Resident presents verifiable proof of marriage or committed relationship occurring during the term of the Contract.
- b. **Termination by Resident – Other Circumstances:**
- i. If Resident is a new resident who accepted admission to the University but later declined admission for any reason and therefore needs to, and is granted the right to, terminate this contract after scheduled move-in date, then Resident agrees to pay a \$650 termination charge.
 - ii. If Resident is a new or returning resident who fails to submit a Contract termination request within 10 days of being academically disqualified, but Resident is granted the right to terminate, then Resident agrees to pay a \$650 termination charge.
 - iii. If Resident is currently an enrolled student at UC San Diego and requests Contract termination after move-in date or vacates the space for reasons not noted in this section and prior to the end of the term stated in Section 2, “TERM,” then Resident is responsible for room charges and/or any outstanding charges owed, and will be charged prorated monthly housing charges until the expiration date of this Contract or until such time as the space is re-rented or a new resident moves in.
- c. **Termination by University:**
- i. The University may terminate this Contract in the event of a breach of any term of this Contract by Resident.
 - ii. The University may serve any of the following applicable notices in the event of a breach of any term of this Contract by Resident: Three (3) Day Notice to Pay Rent or Quit, Three (3) Day Notice to Perform Covenant or Quit, Three (3) Day Notice to Quit, and/or any other notice permitted by law.
 - iii. This Contract may be terminated by the University by service upon the Resident of a 30-day notice of termination of tenancy. Any notice or document, required or permitted to be delivered hereunder shall be deemed effectively delivered, whether Resident acknowledges as actually received or not, when deposited in the United States Mail, postage prepaid, addressed to Resident at said premises, and a second copy affixed in a conspicuous place on said premises. Service of any of the forgoing notices does not relieve Resident from the obligation to pay room and board and all other outstanding housing charges.

10. CANCELLATION AND TERMINATION CHARGES: Resident agrees to pay a cancellation or termination charge as specified in this Contract and in the UC San Diego Housing Cancellation and Termination Policy. The Resident and the University agree that University will sustain damage resulting from any cancellation or termination of this Contract, including but not limited to added accounting, administrative, and management expenses and costs, and that it will be impracticable and extremely difficult to specify the actual amount of such damage. The parties agree that the cancellation and termination charges represent fair and reasonable estimates of damages that University will incur by reason of the cancellation or termination of the Contract, and all such charges are accepted as the amount of liquidated damages.

11. LATE PAYMENT AND OTHER CHARGES:

- a. Resident agrees to pay a late charge of \$20 if Resident’s payment is not received in the Central Cashier’s Office by the payment due date. The Resident and the University agree that University will sustain damage resulting from any late payment, including but not limited to added accounting, administrative, and management expenses and costs, and that it will be impracticable and extremely difficult to specify the actual amount of such damage. The parties agree that this late payment charge represents a fair and reasonable estimate of damages that University will incur by reason of the late payment, and such charges are accepted as the amount of liquidated damages. Resident bears the risk of loss or delay of any payment made by mail. This late charge, which shall be considered to be “additional rent,” does not establish a grace period; the University may serve a Three-Day Notice to Pay Rent or Quit if rent is not paid on its due date.
- b. Resident shall pay a one-time \$20 activity fee which is required regardless of the effective date of the Contract.
- c. If Resident chooses to have a monthly or quarterly installment payment plan, Resident shall also pay a one-time \$21 administrative charge for billings.
- d. If Resident passes a check or e-check of insufficient funds, Resident agrees to pay the University for the amount of the check or e-check plus a service charge of \$35. The University may refuse a personal check as the form of room and board payment to cure a Three-Day Notice to Pay Rent or Quit.
- e. Keys are given to Resident upon move-in. It is a breach of Contract to duplicate University keys, and violators will be subject to disciplinary action. Additional locks or deadbolts are not to be installed by Resident. In the event of lost, stolen, or misplaced keys, and/or damaged locks, Resident agrees to pay \$120 for a non-electronic key to the front/main door, \$10 for non-electronic key to the bedroom, mailbox, or any other issued key, and \$450 for repair and/or replacement of an electronic lock caused by intentionally tampering or damaging an electronic lock.

12. ADJUSTMENT OF ROOM AND BOARD CHARGES: In the event of unusual and unforeseen circumstances, the University may, at its sole discretion, increase the housing charges by up to five percent (5%) of total charges during the term of this Contract. University shall serve written notification of changes 30 days prior to the beginning of the Academic quarters.

13. EARLY AND LATE MOVE-IN:

- a. If available, early move-in during fall quarter may be offered by reservation on a limited basis at a rate of \$50/day.
- b. If Resident cannot move in during the assigned move-in time, Resident agrees to provide written notice of late arrival to the Residential Life Office prior to the start date of the term.

14. OCCUPANCY:

- a. Resident will be assigned to a specific room, not necessarily in his/her college of registration. University, at its sole discretion, reserves the right to assign and move Resident to another room or a temporary space, or to assign an additional resident to any room, or reduce the number of residents per room or suite as permanent space becomes available anywhere within UC San Diego Housing facilities.
- b. Incoming Freshman Student residents will be assigned roommates based on the information provided on the Personal History Form, without regard to race, religion, national origin, or sexual orientation, and the University does not guarantee a specific room or roommates.
- c. Incoming Transfer and Continuing Student residents self-select space based on availability.
- d. Rooms in apartments and residence halls will be assigned based on gender.
- e. Resident may be permitted to move to another space only with the written approval of the University.
- f. Resident cannot assign this Contract or sublease the room, or use it in any manner other than as a personal residence, including activities such as conducting business or commercial enterprises.
- g. No other person or persons may occupy the premises without the prior consent of the University.

15. CONDITION OF PREMISES AND DAMAGE: Resident acknowledges that he/she will inspect the premises and will verify that the premises are in good repair and in clean and sanitary condition pursuant to the standard set forth in Section 1941.1 of the California Civil Code. Resident shall complete and submit to the Residential Life Office the Move-In and Move-Out Inspection Checklist/Room Inventory Form within one week of taking occupancy of their assigned space. Failure to complete and return the Move-In and Move-Out Inspection Checklist/Room Inventory Form within the specified time shall be construed as acceptance by the Resident of the premises and inventory. Defects and damages found after Resident vacates premises, not reported at time of possession of premises as noted on the Move-In and Move-Out Inspection Checklist/Room Inventory Form shall be the sole expense of the Resident. In the event damages occur during the Resident's occupancy and it is determined that the damages are caused by Resident, charges will be assessed to the Resident's University account. Charges shall be determined by University at its sole discretion, and payment for such charges shall be made by Resident and is due upon receipt of the notice. Resident agrees, as part of a consideration of the rental, to maintain the premises, all fixtures, accessories and appliances belonging thereto, in a good, clean, sanitary and safe condition throughout the term of this Contract, and upon vacating said premises, to return the premises to the University in the same condition of repair and cleanliness including walls and carpet as when received, exclusive of reasonable wear and tear. Resident will be liable for any repairs necessary during or after residency to restore premises to the original condition, including but not limited to costs to clean, repair, replace or rebuild any portion of the premises, furniture and fixtures damaged by the Resident, Resident's guest or invitee and all costs incurred in connection therewith shall constitute additional charges due and owing from Resident on demand. In the event the cause of any loss or damage to the University properties cannot be determined after reasonable investigation by the University, the prorated cost of such move, loss or damage shall be charged to all residents in that area responsible for such properties, regardless of whether Resident was present at the time that the move, loss or damage occurred.

16. PARKING: Parking availability is not guaranteed. Parking permits must be purchased from the UC San Diego Transportation and Parking Services. Resident is responsible for adhering to all campus and housing parking regulations.

17. MOVE-OUT/VACATING THE PREMISES:

- a. The Resident shall vacate the premises immediately upon termination of this Contract, or no later than 12 noon on the last day of the term of this Contract. Failure to do so will result in holding over.
- b. The Resident shall return the premises in the same condition which he or she received it, other than normal wear and tear as determined by the University.
- c. Resident must return the keys and complete the established check-out procedures through the Residential Life Office. Vacating the premises without completing the established Resident check-out procedures shall result in Resident being charged for daily rental damages equal to the current monthly market value of the unit, divided by 30, until such time as such procedures are completed.
- d. Resident shall pay the University for costs to clean, repair, replace, or rebuild any portion of the premises, furniture and fixtures damaged by the Resident, Resident's guest or invitee.
- e. Resident may request a preliminary inspection prior to vacating the premises. Such request must be made at least two (2) weeks prior to the last day of the term of this Contract. Resident has the right to be present during the inspection.

18. HOLDING OVER: Resident agrees to vacate the premises on or before 12 noon on the last of the term of this Contract. Any holding over thereafter shall result in Resident being liable to the University Housing for daily rental damages equal to the current monthly market value of the unit, divided by 30, plus any additional actual damages, plus statutory damages up to \$600.

19. ABANDONMENT: If the University determines the premises have been abandoned, it may dispose of any remaining property on the premises in accordance with Civil Code Section 2080.8. Resident shall be liable for any costs incurred by the University in disposing of said property, including, but not limited to, storage costs. Abandonment does not relieve Resident of the obligation to pay room charges. Resident is responsible to pay room charges up to the full term of this Contract or until such time as the space is re-rented or a new resident moves in.

20. CONDUCT OF RESIDENT:

- a. As a Resident you are in a University group living situation in which students are assigned space in residence halls and apartments shared with other students. Resident agrees to respect the rights of other residents and all other members of the University community, and to behave in a manner conducive to the harmonious group living environment developed and fostered by each Residential Life Office. Furthermore, Resident is responsible for the activities and behavior of their guests, and all guests should be accompanied by a responsible Resident. University may terminate this Contract if Resident demonstrates an ongoing inability to abide by the requirements and expectations for such group living.
- b. The Resident agrees to abide by all University policies, rules and regulations, and all applicable local, state and federal laws, including those applying to campus activities, organizations, students, alcohol, smoking, and firearms, which are now in effect or will be put into effect from time to time, and hereby acknowledges the receipt of the following:
 - i. The rules set forth by the Resident Handbook, which is incorporated herein by reference.
 - ii. UC San Diego Housing and Residential Life Policies (http://students.ucsd.edu/files/student-conduct/Housing_Residential_Policies-Final_7-13-10.pdf),
 - iii. UC San Diego Student Conduct Code (<http://students.ucsd.edu/student-life/organizations/student-conduct/index.html>),
 - iv. UC San Diego ResNet Acceptable Use Policy (<http://acms.ucsd.edu/units/resnet/policies.shtml>.)
- c. Any amendment of University rules shall be effective ten days after posting in any central area of the premises or delivery to the premises assigned by the Resident. However, any University rule concerning safety or the use of recreational facilities shall be effective immediately without notice.
- d. The Resident understands that the University may take appropriate action, including termination of this Contract and/or exclusion from entering into a future housing contract, for conduct which is found by the University to be in violation of any such rules, including but not limited to, policies noted in the Resident Handbook, which is incorporated herein by reference, or conduct which is otherwise detrimental to the welfare of the residents, employees or the physical properties of the University.

21. NOISE: Resident agrees not to make nor allow other occupants or guests to make any disturbing noises or operate or use any mechanical, musical or electrical equipment at any time at such a volume or in a manner that will interfere with the rights, comforts and convenience of other residents. Quiet shall be maintained between the hours of 11:00 p.m. to 8:00 a.m., Sunday through Thursday and 1:00 a.m. to 8:00 a.m., Friday and Saturday.

22. MODIFICATIONS AND ALTERATIONS: Resident shall not install improvements in the premises, or use molly bolts, screws or fastening devices on walls, ceiling or woodwork, or alter, repaint or redecorate the premises without the prior written consent of the University.

23. MAINTENANCE AND REPAIRS: Resident shall not perform or arrange for non-UC San Diego staff to perform any repairs to damages, or corrections of deficiencies in the premises, whether during or upon the termination of Resident's tenancy, and hereby waives any right Resident may have to make such repairs or corrections. The foregoing shall not limit Resident's right to request that University repair damage, correct deficiencies, or otherwise service the premises during tenancy. Resident is responsible to promptly report deficiencies and damages to the Customer Service Center at (858) 534-2600. Notification to the University should be immediate in an emergency situation. Notwithstanding such a request, Resident shall be liable for any damages done to the premises or deficiencies caused by Resident or Resident's guest's negligence or improper usage, and will be billed accordingly. University shall provide cleaning services for common areas of the apartment or residence hall-style units. For detailed information, please refer to the website at <http://hdh.ucsd.edu/maintenance/>.

24. PETS: No animals, except fish which are kept in an aquarium that does not exceed 10 gallons, shall be kept on premises. Requests for aquariums must be approved in advance by the Residential Life Office and must have a concurrence of all roommates. Breach of this provision will result in fumigation charges plus any appropriate cleaning or repair charges.

25. PEST CONTROL: Resident agrees not to bring pests into the premises. The University has prepared the premises for Resident's occupancy and knows of no pest infestation. In the event pests are introduced to the premises by the Resident and are deemed by the University a hazard to health conditions and the safety of surrounding areas, the Resident will be financially liable for pest eradication, including, but not limited to, pest control treatments, and furniture and carpet replacements. The University will conduct reasonable investigation to determine the responsible resident or residents. However, in the event that University cannot determine the individual source, the losses, damages and treatments shall be charged to all residents in the apartment or residence hall.

26. WATER FILLED DEVICES: No waterbed or water filled devices, including no more than one fish tank exceeding 10 gallons, may be placed in or about the premises without prior written consent of the University. If such consent is granted by the University, the Resident must comply with Civil Code Section 1940.5 which requires that the waterbed or device must be fully lined, installed,

maintained and removed according to manufacturer recommendations and Resident agrees to deposit with the University proof of adequate insurance naming the University as a co-insured.

- 27. FIRE DETECTION & SAFETY EQUIPMENT:** The apartment and residence hall are supplied with smoke detection devices. The detector(s) in this apartment and residence hall is in proper working order. Upon occupancy it shall be the Resident's responsibility to regularly test the detector(s) to ensure that the device(s) is in operable condition. Resident agrees to inform the University immediately in writing of any defect, malfunction or failure of such detector. It is a criminal offense to disconnect or otherwise impair the function of this device. Tampering with fire detection or safety equipment will be subject to disciplinary action and/or termination of Contract.
- 28. SMOKING NOTIFICATION:** No smoking is permitted in any indoor area, or within 25 feet of the main entrance or exit to any facility owned or leased by UC San Diego.
- 29. MOLD NOTIFICATION:** Mold occurs naturally in the environment and there currently exist no federal or state standards for permissible levels of molds. The Resident is required to take steps to control growth of mold and mildew by keeping the premises clean and well-ventilated, particularly when showering, bathing, or washing dishes or clothes. The Resident is required to notify the University promptly by contacting the Customer Service Center at (858) 534-2600 about the existence of moisture, water leakage or overflow in or about the premises. Resident agrees to comply with the list of responsibilities as outlined in the Resident Handbook.
- 30. LEAD-BASED PAINT HAZARD NOTIFICATION:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Although the University knows of no such hazards, federal law requires that lessees receive a pamphlet regarding lead poisoning prevention in pre-1978 housing, and a pamphlet regarding the ongoing renovation activities which may potentially disturb lead or lead hazards. Resident acknowledges the receipt of these two pamphlets, entitled Protect Your Family From Lead In Your Home, and Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools, which are incorporated herein by reference. NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy.
- 31. ASBESTOS NOTIFICATION:** Housing built before 1981 may contain asbestos. Any asbestos-containing material (ACM) has been encapsulated or removed, as specified by law. The ceilings are inspected by UC San Diego Environment, Health & Safety staff during annual housing inspections. However, disturbance or damage to certain apartment and residence hall ceilings may increase the potential exposure to these substances. Resident or Resident's guest shall not take or permit any action which in any way damages or disturbs the premises or any part thereof, including but not limited to piercing the ceiling by drilling or any other method, hanging objects, attaching or replacing fixtures, or doing any repairs to any portion of the ceiling, or undertaking activity which results in building vibration that may cause damage to the ceiling. Resident shall notify the University immediately in writing upon occurrence of any such damage or any other deterioration of the ceiling in the premises, including but not limited to flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling.
- 32. ANTENNAS/SATELLITE DISHES:** Resident must complete a Satellite Dish Installation and Registration Agreement, which is incorporated herein by reference, prior to installing an antenna or satellite dish.
- 33. ENTRY OF THE UNIT BY THE UNIVERSITY:** Resident agrees to permit the University to enter the apartment or residence hall for inspection purposes, and for any reason allowed by law, including the following:
- In case of emergency;
 - To make necessary or agreed repairs, inspections, alterations or improvements, supply services required to maintain the building or to ensure compliance with health and safety regulations;
 - When Resident has abandoned or surrendered the premises;
 - To show a prospective resident; or
 - Pursuant to a Court Order.
- Except in cases of emergency, the University will give Resident twenty-four (24) hours' notice of planned entry. Resident agrees to waive the 24-hour notice requirement to allow University personnel to enter Resident's space in the apartment or residence hall during normal working hours when Resident has requested the service.
- 34. TELEPHONE:** Pursuant to Civil Code section 1941.4, the University is responsible for installing one usable telephone jack and for maintaining the inside telephone wiring in good working order in residential dwellings. The Resident remains responsible for the telephone and any wiring between the telephone and the telephone jack. If there is a problem with telephone service, the Resident must first determine that the problem is not in the telephone or the wiring running to the telephone jack. Once it is determined the problem is not in either the telephone or such wiring, the Resident is required to notify the University by calling the Customer Service Center at (858) 534-2600, and the University will arrange for any necessary repair of the telephone jack or inside wiring. If the Resident does not report such problems to the University or does not acquire prior approval from the University and incurs a cost arranging a repair, the University shall not be liable for reimbursement to the Resident for costs incurred for said repair.

- 35. CONSTRUCTION AND RENOVATION:** Construction, remodeling or repair of academic, residential and dining buildings on the UC San Diego campus in the vicinity of the apartments and residence halls is scheduled. Construction is expected to occur during normal daytime working hours, and will result in disturbances and disruptions, including, but not limited to, increased noise and dust in the area surrounding the apartments and residence halls, and there will be both planned and unplanned utility shutdowns in the apartments and residence halls. By signing this Contract, Resident agrees that he or she has been advised of said construction, and acknowledges that there will be disturbances and disruptions resulting from construction, and has agreed to such.
- 36. PERSONAL PROPERTY:** The University and its employees and agents assume no responsibility for the loss, theft, damage or destruction to Resident's personal property kept in Resident's assigned room or any location on the premises from any cause whatsoever. The University strongly recommends that Resident maintain personal property insurance on his/her belongings.
- 37. MISSING PERSON NOTIFICATION POLICY:** Students residing in on-campus housing have the option to identify individuals to be contacted by the University in the event the student is reported missing. The confidential contact information will be accessible only to authorized campus officials, and may not be disclosed except to law enforcement personnel in furtherance of a missing person investigation. If you would like to designate a confidential contact visit the Residential Life Office.
- 38. NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at <http://www.meganslaw.ca.gov/>. Depending on an offender criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides.
- 39. WAIVER OF BREACH:** The waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt of the room and board payment with the knowledge of any violation of a covenant or condition of this Contract shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Contract.
- 40. BREACH OF CONTRACT:** In the event that Resident breaches this Contract agreement, the University shall be allowed to exercise any and all remedies provided by California Civil Code Section 1951.2 and 1951.4.
- 41. UNENFORCEABLE TERMS OR CONDITIONS:** If any provision in this Contract is found to be illegal, void or unenforceable by a Court of competent jurisdiction, the remaining provisions shall continue in effect.
- 42. INDEMNIFICATION AND ATTORNEY'S FEES:** Resident agrees to indemnify and hold the University harmless from any actions, claims, losses, damages, and expenses the University may sustain as a result of negligence of Resident and/or Resident's guest or invitee. The Resident agrees to pay all costs, including court costs and fees, and reasonable attorney's fees incurred by the University in the collection of any money due under this Contract, and/or the enforcement of any of the terms and conditions of this Contract, and/or any unlawful detainer action in which the University is the prevailing party.
- 43. ADMINISTRATION:** The Resident shall provide any notice required in this Contract to The Regents of the University of California, HDH Housing Administration, 9500 Gilman Drive, Mail Code 0382, La Jolla, CA 92093-0382, phone number (858)-534-4010.
- 44. CERTIFICATION:** Resident certifies that statements made in connection with this Contract are true and correct and that the Resident has read, understands, and agrees to comply with the terms and conditions of this Contract. Any false statements made by Resident on this Contract or in connection with it will result in immediate cancellation or termination of this Contract.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Sabrina Wong

Sabrina Wong, Associate Director
HDH Administrative Services

Student Signature