

**Intersection Apartment Housing Agreement
Terms & Conditions of Residence**

Residential and Student Service Programs
University of California, Berkeley
Intersection Apartments
3800 San Pablo Avenue
Emeryville, CA 94608

Resident Name:
Email:
SID:
EntryID:

Room:
Apartment Type:
Location:
Address:
Monthly Rent: \$
Security Deposit: \$500.00
Lease Start Date:
Lease End Date:
Lease Number:

1.Term: This is a legally binding agreement (Agreement), made between:

The Regents of the University of California, hereafter referred to as the University

AND

_____ the Resident, hereafter referred to as the Resident.

The Agreement is for use of an Intersection apartment located at 3800 San Pablo Avenue, Emeryville, CA 94608 beginning on the start date of _____ and expiring on the end date of _____. The Resident will be financially responsible for the Housing Fee beginning on the start date indicated above. The Resident shall vacate the facility by the check-out date or expiration date of the Agreement or earlier termination date of the Agreement, if applicable.

2. Housing Fee: The Resident shall pay the University the monthly Housing Fee indicated above. The Resident will be billed by Campus Solutions (CS) and payment can be made via Cal Central. Payment is due on the 1st day of the month. The Housing Fees for postdoctoral fellows are billed via the Housing Portal which can be accessed via housing.berkeley.edu. Postdoctoral fellows may make their housing payments in the portal.

Consequences of late payment may include registration holds and escalated collection efforts, up to and including termination of this Agreement and your right to use the apartment and access to the apartment. It is your responsibility to ensure that payments are received by the Campus Billing and Payment Office on time. Late payments and/or holds will be shown on your

Cal Central account. Fees will also be assessed for any returned checks, and you are liable under Civil Code section 1719 for triple the amount of the check (a minimum of \$100 and a maximum of \$1,500) if you have not provided funds necessary to cover the check within 30 days following a written demand.

You are responsible for monitoring charges on your student account and ensuring payments are made in a timely manner. Note, charges on your student account may have different due dates. Do not assume all charges are due at the same time. Payments made to your student account will apply to the oldest invoices first. If you have past due charges, payments will apply to these charges and will not be redirected to pay newer charges.

Any additional miscellaneous charges, which include damage or key replacement charges that may accrue on your account during a given month are payable in the following month. These charges will appear on Cal Central or Portal accounts for postdoctoral fellows. It is your responsibility to pay any charges that you incur. The same deadlines, service charges, and penalties apply to delinquent accounts as detailed above.

If your account becomes delinquent, it may be referred for collection with the assessment of collection costs, and any additional legal costs incurred in collecting the outstanding balance. Notwithstanding any referral to a collection agency, the University retains the right to terminate the Agreement and your use of the Apartment and access to the Apartment and the University may serve a three-day notice to perform covenant or quit, to make payment or quit, or to quit, as appropriate. In the event that you do not pay the required housing fees by the established deadline, this Agreement may be terminated.

Should your account become delinquent, action will be taken to lapse your status, and/or block registration. To prevent such sanctions, students should contact the Cal Student Central at 510.664.9181 and postdoctoral fellows should contact Graduate Family Housing at graduatestudenthousing@berkeley.edu before the payment deadline. According to Federal policy, Residents withdrawing from the University who are entitled to a housing refund may have a portion of the refund deducted from their refund check if they received any Federal Financial Assistance. The funds deducted from the refund will be returned to the granting agency.

The University reserves the right to change the fees for on-campus housing, provided the announcement is made 30 days prior to the beginning of the academic year. An increase in fees may not exceed five percent (5%) of the fees quoted for the Single Student Apartments for the 2024-2025 year. The Housing Fee is subject to an annual increase effective August 1.

3. Security Deposit: A \$500 security deposit is due upon acceptance of this Agreement and prior to occupancy. Said deposit will be refunded upon termination of this Agreement after deduction for any of the following: default in payment of amounts due; any loss or damage to the apartment or its furnishings; any necessary cleaning of the apartment; and for any other reason allowed by law.

4. Extension, Renewal, or Transfer: This Agreement cannot be extended, renewed, or transferred to another housing unit.

5. Environmental Language Clause: The Intersection Apartments property previously contained two underground storage tanks that leaked hydrocarbons into the surrounding soil;

these tanks were removed in 2002, and a third tank that showed no evidence of leaking was removed in 2012. The former property owner undertook site investigations and, with the oversight and approval of the Alameda County Department of Environmental Health (ACDEH), performed cleanup activities to address the residual contamination. In June 2021, ACDEH determined that the cleanup activities were properly completed and that the Property now requires no further remedial action to protect human health, safety, and the environment pursuant to the State Water Resources Control Board's Low-Threat Underground Storage Tank Closure Policy. More comprehensive information on this cleanup is available at: https://geotracker.waterboards.ca.gov/profile_report?global_id=T06019788682. The Property is also undergoing cleanup for residual soil vapor, overseen by ACDEH, and the University expects that the responsible parties will complete this process in the near future. ACDEH and the University will not allow any occupancy of buildings on the site until tests confirm that contamination is and will remain below levels that would pose a threat to human health, safety, and the environment. More comprehensive information on this cleanup is available at: https://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000010062.

6. Utilities: The University provides some utilities, water and refuse collection service but cannot assume responsibility for disruption of these services. Residents are provided internet access via Wi-Fi (eduroam and Berkeley-IoT) and wired connection via the extra ports on their apartment's wireless access point (WAP). WAPs cannot be relocated, nor should they be tampered with or disabled, as they provide a common-good service for Residents in adjacent rooms/apartments. Starting August 2024, personal wireless routers will NOT be permitted for use on premises. Personal computers, tablets, and cell phones should connect via eduroam, while entertainment devices such as smart TVs, streaming hubs, and gaming consoles, should connect via the Berkeley-IoT network. Residents can get assistance with their in-room internet connectivity by contacting Student Technology Services (studenttech.berkeley.edu/techsupport). Residents are responsible for the cost of electricity. Residents must contact Pacific Gas & Electric to arrange for electrical services to begin on the Occupancy Date.

It is the Resident's responsibility to cancel PG&E services upon vacating the apartment. The University is not liable for any fees related to PG&E services that remain unpaid by the Resident.

7. Eligibility: The Resident is eligible to occupy the room referenced herein only if they are and remain a full-time, registered graduate or professional program student at the University of California, Berkeley, during the academic year referenced in this Agreement or maintains approved affiliate status, as determined by the Office of the Registrar. For purposes of this Agreement, the academic year is defined by the official University calendar. If the Resident withdraws or fails to retain registered student status at the University of California, Berkeley, during the academic year, the Resident shall not be eligible to occupy the premises and will be required to vacate the Apartment immediately.

Postdoctoral fellows must have an appointment with UC Berkeley. To prove your eligibility, please submit, along with your Intersection housing application, an appointment letter from your UC Berkeley department indicating your appointment title, and the start and end dates of your appointment.

Postdocs - Postdoctoral scholars at Intersection will be limited to a maximum stay of two (2) years or the July 31st of that same contract year; whichever comes first.

8. Liability: If for any reason the University cannot provide access to and use of the premises to the Resident, the University shall not be liable for any loss or damage from the University's delay or failure to provide access to the premises. Additionally, the Resident agrees that the University does not assume liability for loss, damage, fire, or theft of personal property from any cause, or for any articles left on the premises when Resident vacates. The Resident is responsible for any damage to the apartment and for maintaining the apartment in a safe and sanitary manner. The Resident is encouraged to insure his/her personal property against fire and theft.

9. Right of Entry: University personnel may enter your room or apartment for any reason set forth in the Residential Code of Conduct (<http://reslife.berkeley.edu/conduct/residential-code-conduct>), for any reason allowed by law, and for the following reasons: cleaning, maintenance, and repairs; ensuring compliance with health and safety regulations; and in the event of an emergency, building evacuation, or abandonment of the room or apartment by either you or your apartment-mate(s). In the event the Resident is vacating the apartment, the Resident will permit the University to show the apartment to prospective Residents upon twenty-four (24) hours notice.

10. Use of Apartment: The Resident may use the apartment only for the Resident's personal residential use. The Resident agrees that no other person(s) shall occupy the apartment room provided to the Resident hereunder. Maximum occupancy of each room within a shared apartment is designated as one (1). The Resident may have occasional guests and is responsible for the conduct of the guests. Please refer to the guest policy in the Residential Code of Conduct: <http://reslife.berkeley.edu/conduct/residential-code-conduct>. Assigned space is for residential purposes only and may not be used in any manner other than as a personal residence. Activities of business or commercial nature are not permitted on University property. Resident shall not pursue any business in their room/apartment or on the premises. Resident may not inscribe or affix any sign, advertisement, or notice on any part of the inside or outside of the buildings or premises in connection with any business or service.

11. Care of Apartment: The Resident agrees to immediately notify Housing personnel of any defects or dangerous conditions in and about the premises of which they have become aware and cooperate with the University in the care and maintenance of the buildings and grounds. Resident shall not make or attempt to make any repairs or alterations. Resident is not permitted to remove any furniture or furnishings from the residential unit or common areas. Resident shall not remove the window coverings or blinds provided by the University.

Residents must maintain the residence unit in a clean, safe, sanitary condition and, upon vacating the residence, leave said premises in a clean and orderly condition as determined by the University. You accept responsibility for promptly notifying the University of all conditions that require repair. You shall notify the University of maintenance requests through the Housing Maintenance Request system, available at maintenance.housing.berkeley.edu. Residents who notify the University of a maintenance concern agree to allow University staff entry into the room to address the repair.

University personnel will perform all necessary repairs, maintenance, or painting or other alterations for the residence. You may not perform or arrange for others to perform any repairs, maintenance or painting or other alterations in the premises whether during the Resident's use, or upon cancellation of the Agreement. The foregoing shall not limit your right and obligation to

request that the University repair damage, correct deficiencies, or otherwise service the premises during the tenancy. Notwithstanding such a request, you shall be liable for any damage done to the premises by your occupancy, normal wear and tear excepted. To ensure a minimum of wear to furniture, common area furniture must remain in the common area.

12. Prohibited Items: Resident may not bring any type of additional refrigerators/freezers, air conditioners, water-bed into the premises, bidet, barbecue (BBQ) or grill on apartment balcony or any other items prohibited under the Residential Code of Conduct.

13. Pests: Resident is responsible for ensuring that all items brought into the residences are free of pests- including clothing, bedding, suitcases, backpacks, packing materials, furniture, and other belongings. In the event the Resident discovers or suspects a pest problem, Resident agrees to immediately seek University assistance by placing a maintenance request (maintenance.housing.berkeley.edu). Resident shall not attempt to treat a problem or arrange for any third-party to perform treatment. If an infestation does occur, Resident must follow the treatment protocol (including preparing room and personal belongings) as instructed by the University. Failure to strictly comply with the prescribed treatment protocol may result in the Resident being liable for the costs associated with the remediation.

Residents are advised to avoid buying or receiving used furniture and mattress pads or covers due to possible pest infestation. Resident owned furniture that is discovered to have pests must be permanently removed or treated and re-inspected by a trained professional before being returned to University premises.

In the event pests are introduced to the unit by the Resident or the Resident's apartment-mate(s) and are deemed by the University to be a hazard to health conditions in and the safety of the surrounding units, Resident and Resident's apartment-mate(s) will be liable financially for eradication measures, including but not limited to, pest control and furniture and/or carpet replacement. The University reserves the right to terminate this Agreement to address any infestation issues. In the event the University terminates the Agreement for infestation issues the University is not liable for identifying, obtaining, or paying for alternate housing; rather, the foregoing is the Resident's and Resident's apartment-mate(s) responsibility and liability.

14. Pets: Residents are not permitted to harbor pets on the premises. Properly trained and approved service animals or emotional support animals needed to provide assistance to Residents with Disabilities and fish in tanks not exceeding twenty (20) gallons are an exception. Service or emotional support animals must be approved in advance; for information on process and request form, please go to the housing website: <http://housing.berkeley.edu/forms>. If the Resident is suspected of having an unauthorized pet on the premises, the Resident will be notified of the need to remove the animal and may be subject to disciplinary action in the Residential Conduct process. Violation of the pet restriction also may result in termination of the Agreement.

15. Occupancy Agreements not Permitted: Unauthorized occupancy agreements, whether considered short-term rentals, subleases, or other agreement, and whether short- or long-term, of any portion of, or the entirety of, a housing unit (or a parking space) are prohibited and constitute a breach of this Agreement that may result in immediate termination of the Agreement. This probation on occupancy agreements applies to soliciting arrangements facilitated by services including but not limited to Airbnb, Homeaway, VRBO, Zillow and Craigslist. Acceptance of any portion of a Housing Fee payment from any person other than a

Permitted Occupant is also an unpermitted occupancy agreement that constitutes a breach of this Agreement and may result in immediate termination of the Agreement. Any advertisement of published offer to engage in an occupancy agreement is also prohibited and constitutes a breach of this Agreement that may result in immediate eviction, including without limitation listing a unit, any portion thereof, or a parking space as available for occupancy on sites that facilitate such arrangements such as Airbnb, Homeaway, VRBO, Zillow and Craigslist.

16. Smoking and Smoke Detectors: Resident agrees not to dismantle or tamper with the smoke detector and or carbon monoxide detector and to report any malfunctions to Intersection's Facilities office and/or submit a maintenance request at <https://maintenance.housing.berkeley.edu/>.

UC Berkeley is a Tobacco-Free campus and smoking is prohibited on all University property, including in the Intersection Apartment complex and on the surrounding grounds owned or leased by the University. See full policy here: <http://www.tobaccofree.berkeley.edu/>.

As a federally funded institution, UC Berkeley adheres to federal laws and regulations governing the use, possession, and distribution of marijuana. As such, use, possession, or distribution of marijuana on University premises, including the Single Student Apartments, is prohibited. To learn more, Residents may consult the Residential Code of Conduct at <http://reslife.berkeley.edu/conduct/residential-code-conduct>.

17. Locks and Keys: Installation of additional deadbolts or locks/chains on apartment doors is prohibited. If a key is lost, the Resident will be charged for the rekeying of the premises. Residents shall not duplicate keys. .

18. Lockout: When experiencing a lockout, please call the Intersection Office at 510-708-9460. During Office Hours, Intersection staff will assist with the lockout. After-hour lockouts for Intersection will be completed by Security Patrol Officers after a brief verification process.

19. Non-Waiver Clause: Any waiver or non-enforcement by the University of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement. Acceptance by the University of any Housing Fee payment after a Resident's breach of any provision of this Agreement shall not be deemed a waiver of such provisions or any prior or subsequent breach of any provision, other than the Resident's failure to make timely payment of the Housing Fee installments so accepted, whether or not the University knew of the prior breach when the Housing Fee was accepted.

20. Condemnation: The Resident agrees that if said property is condemned, the University will terminate the Agreement and refund all deposits due the Resident, and the University shall not be liable for any costs or damages suffered by the Resident as a result of condemnation.

21. Noise: Neither Resident nor guests shall make any disturbing noise, operate any mechanical, musical, or electrical equipment at such time or such volume, or in a manner that will interfere with the rights and comfort of other Residents. Quiet shall be maintained between the hours of 11:00pm and 8:00am Sunday-Thursday, and between 1:00am and 10:00am Friday - Saturday.

22. Flammables: The Resident agrees not to keep, or permit to be kept, in or about the premises any chemicals or items that create an open flame and/or are toxic or explosive in nature (this includes halogen lamps, decorative string lights, candles, and incense).

23. Firearms: The Resident agrees to comply with University policy which states that firearms are not allowed on University property, and acknowledges that California Penal Code section 626.9 prohibits the possession of firearms on University of California property.

24. Temporary Relocation by the University: The University reserves the right to relocate the Resident to comparable dwelling at a comparable rent. The University has the right to exercise this relocation right in the University's sole and absolute discretion. Without limitation on the University's right to relocate the Resident, some reasons for relocation may include: i) maintenance or closure of an area, ii) changes of use in space, iii) student conduct violations, iv) occupancy management needs. The University has the right to relocate the Resident to another housing unit immediately and without prior notice if the University determines the relocation is necessary due to i) natural disaster or incidental accident either caused by a force of nature or by human action/inaction, ii) any other circumstance that may lead to the immediate bodily harm or compromised health and safety of the Resident.

25. Permanent Reassignments Due to Conduct: The University may reassign the Resident or other Permitted Occupants if the University deems it necessary or desirable in order to protect the ability of other occupants of the Premises (or the Building) to enjoy a reasonably orderly living and academic environment, or to protect the health and safety of such other occupants. Without limiting the foregoing, the University may exercise its reassignment rights hereunder if: (i) the inappropriate conduct or living habits of the Resident or any Permitted Occupants have caused other occupants of the Premises or the Building to vacate or request reassignment to other University Housing; or (ii) if the University has received legitimate complaints from other occupants of the premises or the building attributable to the behavior of Resident or Permitted Occupants.

Such decisions shall be at the discretion of the Assistant Vice Chancellor of Student Support & Belonging, Associate Vice Chancellor, Residential Student Service Programs, Director - Graduate & Family Living, or Executive Director - Cal Housing. Additionally, the University reserves the right to refer any instances of misconduct or disruptive behavior attributable to the Resident to the University's judicial procedures for further action. Pending the outcome of any such University disciplinary procedure, the University may require the Resident to be reassigned to other University Housing.

26. Termination by the University: The Resident may be subject to a Three-Day Notice to Perform Covenant or Quit or a Three-Day Notice to Pay or Quit or a Three-Day Notice to Quit, as applicable, as set forth in this Agreement and under any of the following conditions:

- a. Ceasing to maintain registered student status.
- b. Allowing unauthorized guests on premises.
- c. Allowing pets on the premises.
- d. Failing to pay housing fee promptly.
- e. Conduct. The University shall have the right to cancel and/or terminate this Agreement and require that the Resident vacate the premises and all University Housing facilities if the University determines that the Resident's conduct is not suitable or appropriate for University Housing. Without limiting the foregoing, the University may exercise its termination rights hereunder if: (i) the conduct or living habits of the Resident or any Permitted Occupants have

caused other occupants of the premises or the building to vacate or request reassignment to other University Housing; (ii) if the University has received complaints from other occupants of the premises or the building attributable to the Resident or Permitted Occupants; or (iii) if the continued occupancy of the premises by the Resident creates, in the University's sole and absolute discretion, a clear and present danger to other occupants of the premises or the Building, in which event, upon the request of the University, the Resident shall vacate the premises entirely on a "same day" basis. Such decisions shall be at the discretion of the Assistant Vice Chancellor of Student Support & Belonging, Associate Vice Chancellor, Residential Student Service Programs, Director - Graduate & Family Living, or Executive Director - Cal Housing. Additionally, the University reserves the right to refer any instances of misconduct or disruptive behavior, including online activity involving electronic mail or social media, attributable to the Resident to the University's judicial procedures for further action.

f. Violating any other terms or conditions of the Agreement or of the Residential Code of Conduct. In the event of exclusion from University housing due to disciplinary action, Residential Conduct personnel typically communicate the deadline for when the Resident must vacate. In the case where a Resident is excluded from housing and a deadline is not communicated, the excluded Resident will need to vacate the assigned room within five days of receiving notification of exclusion from or ineligibility for University housing, and the University also may institute a Three-Day Notice To Quit process.

g. Failure to vacate the room and/or apartment upon termination of this Agreement.

27. Termination by the Resident: Agreement termination by the Resident, with thirty (30) days minimum written prior notice will be approved for the following reasons:

- UCB non-student status due to withdrawal or termination of UCB affiliate status by Resident.
- Marriage of the Resident subsequent to the Agreement acceptance.
- Pregnancy with verifiable documentation.
- An eligible Resident/replacement signs and accepts the Agreement.

The Resident may request Agreement termination, however the University, in its sole discretion, will determine whether this Agreement may be terminated. For cancellation requests due to withdrawal, marriage, or pregnancy, accompanying documentation will be required. Cancellation requests from eligible Residents will only be approved when an eligible replacement accepts and signs an Agreement for the Resident's space. Once the housing waiting list is exhausted, the chances of cancellation are slight.

All requests for cancellation of the Agreement **MUST BE SUBMITTED IN WRITING TO THE CAL HOUSING OFFICE USING THE "SINGLE STUDENT APARTMENT INTENT TO VACATE" FORM**. This form is available at the Cal Housing Office located at 2610 Channing Way or at housing.berkeley.edu. Requests for Agreement cancellation will not be considered until the cancellation is requested in writing and you have submitted the appropriate supporting documents.

28. Vacating the Residence: Upon termination of the Agreement, the Resident agrees to surrender the premises to the University and to remove all personal property. Resident shall be individually liable for the removal of all property of the Resident. Any student property left in the residence after the termination date will be deemed abandoned, and the University may take possession of and dispose of such property in any manner it deems appropriate in accordance with University regulations and applicable law, without any liability to the University whatsoever. The Resident understands and agrees that the Resident remains responsible for

the premises, fixtures, furniture, and for paying the full residence rate until all keys are returned to the University and notice is given that the residence has been vacated.

29. Abandonment: The University may re-enter and take possession of the apartment if it determines that it has been abandoned.

30. Damages: All Residents are individually responsible for loss or damage to their rooms. All Residents of a residence hall floor, suite, or apartment, under the University's discretion, shall be jointly and severally liable for loss or damage to common areas where individual responsibility cannot be determined. Resident is expected to report all incidents of inappropriate behavior, including those resulting in room, suite, or floor damages. If individual liability cannot be determined, damages become the shared responsibility of roommate/suitemate/floor mates. Resident agrees to bear the cost of the repair of any damage or restoration of the building, equipment, or furnishings resulting from neglect or willful act of the Resident, Resident's guest(s), or other person for whom the Resident is responsible. Upon receipt of notice for loss or damage to the University facility or its fixtures, furnishings, or equipment beyond ordinary wear and tear (including leaving said rooms or furnishings in an unsanitary or hazardous condition), damage charges will be assessed on the student's CalCentral account balance or postdoctoral fellow's Portal account balance. Resident will be directed to review a Room Condition Report at the time of occupancy. Resident will be given the opportunity to compare the actual condition of the room with that on the report, and note discrepancies, if any. It will be assumed that the room and its contents are in the condition indicated on the Room Condition Report, unless Resident provides updates to the Staff at the Intersection Office. At the end of the term, or upon vacating the room for any other reason, Resident shall be responsible for restoring the premises to the same condition they were in at the time of occupancy. Reasonable wear and tear is expected.

31. Mold and Mildew occurs naturally in the environment and can be injurious to one's health. The Resident acknowledges that the Resident has inspected the premises at the outset of tenancy, and has found no signs of moisture, mold, or mildew therein. Residents are required to take steps to control the growth of mold and mildew by keeping the premises clean and well-ventilated, particularly when showering, bathing, or washing dishes or clothes. Residents are required to notify UCB housing promptly about the existence of visible mold or mildew, and/or water leakage or overflow in or about the premises. Residents must also promptly notify the University of any malfunction of ventilation or heating systems. Each Resident is expected to keep their room and apartment in a clean and habitable condition and shall be liable for any injuries or damages that may result from any negligent performance of the foregoing duties.

32. Liquidated Damages/Holdover: For any liquidated damages that are imposed under certain conditions as set forth elsewhere in this Agreement, the Resident agrees that the noted liquidated damages are reasonable and are presumed to be the amount of damage sustained by the University because it is impracticable or extremely difficult to fix the actual damage. Failure To Vacate: The Resident understands and agrees that the University may rent the apartment to new occupants effective the day following the termination of the Resident's Rental Agreement. New occupants may be scheduled to move into the apartment on that day. If the Resident does not vacate the apartment on their vacate date, the Resident shall be liable for \$125.00 per night in liquidated damages charge as well as any other charges allowed by law, including, but not limited to, any costs incurred in providing alternate or temporary housing for the new occupants allowed by law.

33. Legal Fees: If the Resident breaches any material term of this Agreement (“Event of Default”), the University may exercise any and all legal and/or equitable rights against the Resident, including without limitation the right to recover all damages resulting from such Event of Default. The Resident hereby expressly acknowledges and agrees that any sums owing to the University by the Resident as a result of any Event of Default by the Resident may in the University’s discretion, be billed to the student’s Cal Central account or postdoctoral fellow’s Portal account, which shall be subject to payment on such terms and conditions as are generally established by the University or billed directly to the Resident. The Resident agrees to pay all costs, including collection costs, court costs and fees, and attorney fees incurred by the University in the collection of any money due under this Agreement, and/or the enforcement of any of the terms and conditions of this Agreement, and/or any actions in which the University is the prevailing party.

34. Construction and Renovation: Construction of academic or residential buildings may be scheduled for the term of this Agreement in the vicinity of the apartments. Capital improvement and other major housing construction or repair projects will necessarily cause increased noise and dust in affected and nearby residences at certain times. There is the possibility of both planned and unplanned utility shutdowns and access to certain facilities, streets, parking lots, walking, and bike pathways may be limited, rerouted, or completely restricted. The University will work with building contractors to make every effort to minimize construction inconveniences. By agreeing to this Agreement, the Resident acknowledges notice of the possibility of scheduled construction and access limitations, and acknowledges that there will be disturbances, disruptions, and inconveniences resulting from such constructions and has agreed to such. The Resident also acknowledges that increased noise, dust, potential reassignment, or loss of parking spaces related to construction or renovation are not grounds for cancellation or termination of this Agreement.

35. Insurance: The University of California highly recommends that Residents consider purchasing personal property insurance. Residents are liable for any and all damages they cause, including but not limited to their personal property, university-owned property, and the property of others. The University does not provide insurance or financial protection; assume any responsibility or liability for any loss or damage or destruction to the Resident’s private property, nor for articles left after vacating the premises. The Resident shall utilize all security measures provided by the University. The University shall not be held responsible or liable for your possessions or accommodation 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 to accommodate those conditions. The University of California recommends that Residents consider purchasing personal property insurance if living away from home. Personal property insurance is not mandatory and may be purchased from any source. As a service to assist Residents who wish to acquire personal property insurance, UC has partnered with GradGuard to provide a personal property insurance option for UC students to shop for coverage directly. To sign up for personal property insurance visit gradguard.com

Features include:

- Deductibles as low as \$100
- Replacement cost coverage: lost or stolen items will be covered for the cost to replace them
- Worldwide coverage

- Electronics coverage, up to the policy limits
- Policies can be shared by roommates

For pricing and coverage details, please visit gradguard.com. GradGuard is a service of Next Generation Insurance Group LLC, a licensed insurance producer. Personal property Insurance is underwritten by Markel American Insurance Company, Waukesha, WI. The advertised product is not available in AK, CT, FL, MD, and RI. Other program options are available for these states. Claims and coverage subject to policy, language, limits, and exclusions.

36. Residential Conduct Policies: In addition to adhering to University Policies and Regulations, residential community members are also responsible for adhering to Residential Conduct Policies. The Department of Residential and Student Service Programs has been granted authority by the Center for Student Conduct to adjudicate violations of the Residential Conduct Policies as stated in The Residential Code of Conduct which is incorporated herein by reference. The Residential Code of Conduct is available online at <http://reslife.berkeley.edu/conduct/residential-code-conduct>

Residents are accountable for adhering to residential conduct policies within all property of the University of California deemed as residential living facilities, including residence halls, apartments, dining commons, unit administrative buildings, and contiguous areas, unless otherwise noted in a specific policy. Please refer to The Residential Code of Conduct as it outlines actions that are prohibited.

The University reserves the right to make other rules and regulations as in its judgment may be necessary for the safety, care, and cleanliness of the premises and for the preservation of the educational mission of the university. The Resident agrees to abide by all additional rules and regulations that are adopted. Violations of these rules and regulations may become the basis for disciplinary action and termination of this Agreement.

37. University Parking: There are not enough parking spaces for all of the faculty, staff and students who work and study at the University of California, Berkeley. A limited number of parking spaces will be allocated to Residents on the basis of demonstrated compelling need. Permits will be issued, at the sole discretion of the University, based upon consideration of medical needs, job requirements, academic needs, or other extenuating circumstances. An application is online at: pt.berkeley.edu/parking/student

Limited garage parking at Intersection is available. Interested parties must contact UC Berkeley Housing to inquire about availability. Parking is supplemental and is not included in this Agreement.

38. Municipal Codes and Rent Control: Resident understands and acknowledges that the University is exempt from provisions of any local municipal codes or rent control ordinances.

39. Non-Discrimination: The University does not discriminate on the basis of race, color, national origin, religion, sex, gender, gender identity and gender expression, disability, medical condition, ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services.

40. Certification: Resident certifies that statements made in connection with this Agreement are true and correct and that the Resident has read, understands, and agrees to comply with the terms and conditions of this Agreement. Any false statements made by Resident on this

Agreement or in connection with it will result in immediate cancellation or termination of this Agreement.

41. Misrepresentation: Resident agrees that any false statements made on this Agreement may result in UC Berkeley's termination of the Agreement.

42. Notice Regarding Civil Code Related to Sex Offenders: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP code in which the offender resides.

43. Notice Regarding Civil Code Related to Rights and Obligations Pertaining to Bed Bugs: Pursuant to Section 1954.603 of the Civil Code, notification regarding rights and obligations pertaining to bed bugs must be provided to the Resident. The resident agrees to comply and cooperate with the University regarding the prevention, reporting, and treatment of bed bug infestation. (a) Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about ¼ of an inch in length. Their color can vary from red to brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and become bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden, (b) Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding, (c) Bed Bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes, the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all, (d) Common Signs and Symptoms of Possible Bed Bug Infestation: Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls; Molted bed bug skins, white sticky eggs, or empty eggshells; Very heavily infested areas may have a characteristically sweet odor; Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping, though some people do not show bed bug lesions on their bodies though bed bugs may have fed on them, (e) Information regarding UCB Housing's protocol addressing bed bugs prevention, response, and treatment may be found at <http://www.housing.berkeley.edu/bedbugs>. Additional information may be found on the websites of the United States Environment Protection Agency (www.epa.gov) and the National Pest Management Association (www.npmapestworld.org)

44. COMMUNICABLE DISEASE: If you should contract a communicable disease, you may be required to leave University Housing until you are no longer contagious. Medical directives are contingent upon public health conditions at the time of their implementation and are subject to change. The Residential Code of Conduct may be updated, and it is the Resident's responsibility to stay current regarding campus requirements.

NO WARRANTY. UNIVERSITY MAKES NO WARRANTY WITH RESPECT TO THE SAFETY OF THE PREMISES WITH REGARD TO ANY INFECTIOUS DISEASE.

LIMITATION OF LIABILITY. NEITHER THE UNIVERSITY, NOR ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY CLAIMS OF LOSS, EXPENSE, OR DAMAGE TO RESIDENT RELATING TO THE ACQUISITION OF OR EXPOSURE TO ANY INFECTIOUS DISEASE.

45. SEVERABILITY: If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement shall be enforced to the maximum extent permitted by law.

46. SB712 – Micromobility Scooters: Subject to certain exceptions, University will not prohibit Residents from owning, storing, or recharging, in their dwelling units, a personal micromobility device that is (i) not powered by an electric motor, or (ii) if an electric motor powers the device, such device meets the following specific safety standards: E-bikes: UL 2849, the Standard for Electrical Systems for E-bikes, as recognized by the United States Consumer Product Safety Commission, or EN 15194, the European Standard for electrically powered assisted cycles. E-scooters: UL 2272, the Standard for Electrical Systems for Personal E-Mobility Devices, as recognized by the United States Consumer Product Safety Commission, or EN 17128, the European Standard for personal light electric vehicles (PLEV). If a device's battery fails to meet these standards, a Resident must maintain an insurance policy covering storage of the device in their unit, and the University can prohibit the Resident from charging the device inside the unit.

47. Student Experience Apartment Association Fee: There is a \$25 Student Experience Apartment Association fee which will be assessed on your Cal Central Account. This fee is managed by Residential Life on behalf of the Residents to support the development and execution of activities, programs, and events within the residential community. A portion of each fee is allocated to the Apartment Association. Within the allocation for Apartment Association, funds are also designated to cover the repair of damages in the common areas caused by Residents or Residents' guests. Damage charges in excess of the designated amount shall also be billed to the hall association where individual liability cannot be established.

The Resident has read and agrees to the terms and conditions of this Agreement. The Resident hereby acknowledges that clicking "I agree", is the equivalent of your electronic signature. Your acceptance (clicking "I agree") of this Agreement and electronic signature is legally binding and replaces the process of signing a paper copy of this agreement.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Dana Bache
Executive Director, Cal Housing Administration
Representative of The Regents of the University of California

RESIDENT
Resident Name:
Agreement Number:
Resident Email:

Sample