

**UC SAN DIEGO SINGLE UNDERGRADUATE RESIDENTIAL HOUSING CONTRACT**  
**ACADEMIC YEAR 2023-2024**

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 “Student.”
2. **NATURE OF AGREEMENT:** This Contract between Student and University establishes the terms and conditions relating to accommodations and services in University housing.
3. **TERM:** The term of this Contract begins on the earlier of: (a) 09/23/2023 or (b) when the University permits the Student to take occupancy of the space, but in no event earlier than 9/20/2023 and ends on 06/15/2024, at which time this Contract will terminate without further notice (“Term”). Student acknowledges that University has made no commitments about future housing beyond this Contract. Specific dates and times of occupancy are specified in the [UC San Diego Housing Calendar](#) which is incorporated herein by reference. Student is financially liable for the entire term of this Contract, regardless of the dates Student physically occupies the space. This Contract, properly executed, shall be effective on the date the Housing Prepayment or any approved deferment of the prepayment is received and accepted by University.
4. **ELIGIBILITY:** a) Student 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. b) Student must not have any previous or current year outstanding delinquent housing balance. 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.
5. **ROOM AND BOARD:**
  - a. Room and board charges (“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.
  - b. Payments of Charges 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 will be applied to the Student’s oldest Charges first. Checks are to be made payable to “UC REGENTS.”
  - c. Student understands and agrees that if Student has any outstanding delinquent Charges, such unpaid balances may result in University holds that restrict access to future goods and services, including a hold that prevents Student from registering for University classes. Student also understands and agrees that such University holds are in addition to any other rights or remedies that may be available to University, whether by Contract, by policy, and/or by law.
  - d. Student agrees to pay a one-time \$30 administrative fee for selecting a quarterly or monthly billing installment.
  - e. Student agrees that there will be no proration of Charges for the first two weeks and and/or last two weeks of each Academic Quarter, should Student move in later or move out earlier during these specific periods.
  - f. Regardless of the effective date of the Contract, Student agrees to pay a one-time \$20 Activity Fee which will be assessed during the first billing.
  - g. Student agrees to pay a \$25 fee when an employee of the UC San Diego Police Department provides lock out service. This includes but is not limited to Police Officers, University Safety Officials, and Community Service Officers.
  - h. Charges include a furnished room (as determined in University’s sole discretion), cleaning services for the common areas, basic cable TV/internet, electricity, gas, sewer, trash, and water.
  - i. In the event of unusual and unforeseen circumstances, the University may, at its sole discretion, increase the Charges by up to ten percent (10%) of total charges during the term of this Contract. In such cases, University shall serve written notification of changes 30 days prior to the beginning of the next academic quarter.
6. **DINING PLAN:**
  - a. Student is required to have a Dining Plan except for Students assigned to the following locations: Rita Atkinson, Pepper Canyon Apartments, and Matthews Apartments. For more information about dining visit, <https://hdhdining.ucsd.edu/dining-dollars/index.html>.
  - b. The Dining Plan Dollars are deposited at the beginning of the term of this Contract and expire at midnight on December 14, 2024.
  - c. The Dining Plan cannot be changed to a lesser value, transferred, dropped or refunded. Failure to pay Charges will result in suspension of contracted meals service without compensation for missed meals.
  - d. The first Contract meal begins at 12:00 noon on September 23, 2023 and ends with lunch on the last day of the term of this Contract, or a specific period determined by the University. All dining operations will open and start with phased operational hours beginning September 23, 2023. The University may modify Dining facility hours and locations based on the University’s observed holidays, student occupancy, and finals week of every quarter.

- e. The last meal prior to Fall break will be dinner on Wednesday, November 22, 2023. Meal service will resume with dinner on Sunday, November 26, 2023. Sixth Market will resume operating hours of 9:00 am-5:00 pm, on Saturday, November 25, 2023.
- f. The last meal prior to Winter break will be dinner on Saturday, December 16, 2023. Meal service will resume with dinner on Sunday, January 7, 2024. Sixth Market will remain open from 9:00 am-5:00 pm during Winter break with the exception of the following days: December 25, 2023 and January 1, 2024 when Sixth Market will be closed. Some locations will start phased opening January 3, 2024.
- g. The last meal prior to Spring break will be dinner on Saturday, March 23, 2024. Meal service will resume with dinner on March 31, 2024. Sixth market will remain open from 9:00 am-5:00 pm during Spring break with the exception of the following days: Friday, March 29, 2024.

**7. CANCELLATION (Prior to Contract start date):** Contract cancellation notice must be submitted to HDH Administrative Services prior to the start date of this Contract's Term. Contract cancellation will be effective upon receipt of the notice. If Student is not enrolled at the start of this Contract's Term or declines University admission for any reason, it is Student's responsibility to cancel the Contract prior to 9/23/2023. Notwithstanding the foregoing, if Student does not cancel this Contract prior to 9/23/2023, but if Student is not enrolled at the University by the scheduled start of the Term of this Contract, this Contract is automatically void and Student will not be permitted to take occupancy. Student agrees to pay the cancellation fee as specified in the [UC San Diego Housing Cancellation Policy](#), which is incorporated herein by reference.

**8. TERMINATION (After Contract start date):**

- a. **Termination by Student:** Contract termination requests after the Contract start date must be submitted in writing along with the appropriate supporting documents to the Housing Portal. If Student is under 18 years of age, Student's request must be accompanied by a written consent of the parent or legal guardian. Student shall remain responsible for all Charges until the effective date of termination, including unpaid Dining Plan over-usage as referenced in [UC San Diego Housing Costs and Payment Schedule](#). Student may be entitled to a prorated Charge refund for any such charges paid beyond the effective date of termination, less all other outstanding housing related amounts owed as allowed by law. Student may be granted termination at the University's sole discretion under the following conditions:
  - i. Student ceases to be a currently enrolled student at UC San Diego by reason of graduation, withdrawal, academic disqualification, suspension or dismissal, military deployment/training, transfer to another institution or participation in a University-authorized and approved study-abroad program; or in the event of a recent marriage or committed relationship.
  - ii. Verifiable, compelling and unanticipated medical or financial problems beyond Student's control arising after the date of execution of this Contract.

If, during the Term, a Student's request to terminate is granted for reasons not noted in this section, then Student is responsible for 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 a new student moves in, whichever occurs first.

- b. **Termination by University:** The University may terminate this Contract if:
  - i. Student is not currently enrolled, including as a result of graduation, transfer, withdrawal, academic disqualification, suspension, dismissal or other ineligibility for Single Undergraduate University Housing (such as a result of marriage);
  - ii. Student fails to comply with the Contract, [Housing and Residence Life Policies, University's Policy on Student Conduct and Discipline](#), and/or other University Policies/Regulations;
  - iii. Student fails to make the required payments in accordance with the [UC San Diego Housing Cost and Payment Schedule](#);
  - iv. Student fails to comply with any applicable state and/or federal law; and/or.
  - v. An emergency situation warrants termination of this Contract; non-force majeure emergency situations, as determined in University's sole discretion, may include: damage to or destruction of University buildings, events that threaten the health and/or safety of students, employees, and/or the campus community, compliance with state or local health orders, and/or other exigent circumstances.

To terminate Student's right to occupy University housing before the expiration of the Term, University may either:

- i. Provide Student with a notice ("Termination Notice") of Student's right to be heard before a campus hearing officer or board; this hearing is hereinafter referred to as the "Housing Termination Hearing." The Termination Notice must include: (1) the ground(s) upon which the termination is sought, and (2) the date, time, and location of the Housing Termination Hearing. The Termination Notice shall be sent to Student's official University email address at least 10 calendar days before the Housing Termination Hearing. At the Housing Termination Hearing, University shall bear the burden of proof, based upon a preponderance of the evidence standard, that termination by the University is permitted. At the Housing Termination Hearing, Student shall have the opportunity to present documents and witnesses and to confront and cross-examine witnesses presented by the University.

If, following the completion of the Housing Termination Hearing and appeal process (if any), it is determined that this Contract is terminated, Student acknowledges and agrees that: (1) Student will vacate University

housing no later than five (5) calendar days following the final administrative decision of termination (at which point University may change the locks on the room/unit/space and remove any and all of Student's personal effects remaining in the room/unit/space), (2) Student remains liable for any and all Charges through the date of termination and/or the date Student actually vacates University housing (whichever is later), (3) any of Student's personal property remaining in University housing after 5 calendar days following the final administrative decision of termination shall be treated as unclaimed property in accordance with PPM 460-2; or

- ii. Terminate the Student's right to occupy University housing as otherwise permitted by law.

## 9. OCCUPANCY:

- a. Student will be assigned to a specific room, based upon gender preference; the room may not be within the Resident College of registration, and may not even be within the UC San Diego on or off campus Housing Facilities. University, in its sole discretion, may assign Student to an off-campus location owned and/or operated by a third party, including a hotel. The University, at its sole discretion, reserves the right to assign and/or move Student to another room, location, or a temporary space, or to assign an additional occupant to any room, or reduce the number of occupants per room or suite.
- b. Incoming Freshman and Incoming Transfer Student occupants 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. Continuing Student occupants self-select space based on availability. Failure to select a space during the assigned Room Selection/Reservation opportunity will result in the assignment of an available space, anywhere within on-campus or off-campus UC San Diego Housing facilities, at University's sole discretion.
- d. Student may be permitted to move to another space only with the written approval of the University.
- e. Student cannot assign this Contract to another person or entity. Student cannot use University housing in any manner other than as a personal residence; for example, University housing may not be used for activities such as conducting business or commercial enterprises. Students may not use the room and/or its utilities to charge any micro-mobility device (such as an e-scooter) that is owned by someone other than Student in exchange for compensation received by Student.
- f. No other person or persons may occupy the premises without the prior consent of the University.
- g. Housing Dining Hospitality is an inclusive organization for all members of UC San Diego's community, including our transgender, non-binary, genderqueer, gender non-conforming and intersex students, staff, and faculty. Because many believe that areas like housing are only for men and women, we strive to ensure all genders, gender identities and gender expressions are included in our housing, dining and hospitality efforts.

**10. CONDITION OF PREMISES, CLEANING, AND DAMAGE:** Student will inspect the premises and 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. Student shall complete and submit to the Residence 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 Student of the premises and inventory. Defects and damages found after Student 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 Student. In the event damages occur during the Student's occupancy and it is determined that the damages are caused by Student, charges will be assessed to the Student's University account. Charges shall be determined by University at its sole discretion, and payment for such charges shall be made by Student and is due upon receipt of the notice. Student agrees, as part of a consideration of this Contract, 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. Student will be liable for any repairs necessary during or after occupancy 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 Student, Student's guest or invitee and all costs incurred in connection therewith shall constitute additional charges due and owing from Student 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 occupants in that area responsible for such properties, regardless of whether Student was present at the time that the move, loss or damage occurred.

Student, and not the University, is responsible for cleaning and maintaining appropriate hygiene in Student's living space and rooms.

## 11. MOVE-OUT/VACATING THE PREMISES:

- a. Student shall vacate the premises immediately upon termination of this Contract, or no later than 6 p.m. on the last day of the Term of this Contract, or within 24 hours of the last final exam of Spring Quarter, whichever occurs first. Failure to vacate

will result in Student being liable to the University for daily damages equal to the current monthly market value of the unit, divided by 30, plus any additional actual damages.

- b. Student shall return the premises in the same condition as it was received, subject to normal wear and tear as determined by the University.
- c. Student must return the keys and complete the established check-out procedures through the Residence Life Office. Vacating the premises without completing the established check-out procedures shall result in Student being charged for daily damages equal to the current monthly market value of the unit, divided by 30, until such time as such procedures are completed.
- d. Student shall pay University for costs to clean, repair, replace, or rebuild any portion of the premises, furniture and fixtures damaged by the Student, Student's guest(s), and/or invitee(s).
- e. Student 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. Student has the right to be present during the inspection.

**12. ABANDONMENT:** If the University determines the premises have been abandoned, it may dispose of any remaining property on the premises as allowed by law and University policy. Student 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 Student of the obligation to pay room charges. Student is responsible to Charges up to the full term of this Contract or until such time as the space is re-licensed to a new resident who moves in.

**13. CONDUCT OF STUDENT:**

- a. Student is subject to the University group living environment in which students are assigned space in residence halls and apartments shared with other students. Student agrees to respect the rights of other occupants 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 Residence Life Office. Furthermore, Student is responsible for the activities and behavior of their guests. University may terminate this Contract and/or future Contracts if Student demonstrates an ongoing inability to abide by the requirements and expectations for such group living.
- b. Student and Student's guest(s) shall not violate any criminal or civil law, ordinance or statute in the use of and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other person, roommate, or neighbor. Any such action may result in the immediate termination of this Contract as provided herein and by law. Student shall refrain from creating, or allowing to be created, any noise that is disturbing to other residents or roommates. Student is also responsible for compliance with any local noise ordinances.
- c. Student agrees to abide by all University policies, rules and regulations, including but not limited to the [Housing and Residence Life Policies](#), [Resident/Student Handbook](#), [UC San Diego Student Conduct Code](#), all applicable local, state and federal laws.
- d. Student acknowledges 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 or conduct which is otherwise detrimental to the welfare of the residents, employees or the physical properties of the University.

**14. MODIFICATIONS AND REPAIRS:** Student shall not install improvements, including but not limited to appliances such as air-conditioners and dishwashers in the premises, or use molly bolts, screws or fastening device on walls, ceiling or woodwork, or alter, repaint or redecorate the premises. Student 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 this Contract, and hereby waives any right Student may have to make such repairs or corrections. The foregoing shall not limit Student's right to request that University repair damage, correct deficiencies, or otherwise service the premises during the Term. Student 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, Student shall be liable for any damages done to the premises or deficiencies caused by Student or Student's guest's negligence or improper usage, and will be billed accordingly.

**15. 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 Residence Life Office and must have a concurrence of all roommates. Breach of this provision will result in termination of this Contract, fumigation charges, plus any appropriate cleaning or repair charges as allowed by law.

**16. 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 Student's responsibility to regularly test the detector(s) to ensure that the device(s) is in operable condition. Student 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 termination of Contract. If building alarm is activated due to the Student's negligence or malicious act the Student will be charged a \$200 fee.

- 17. MOLD NOTIFICATION:** Mold occurs naturally in the environment and there currently exist no federal or state standards for permissible levels of molds. The Student 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 Student 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. Student agrees to comply with the list of responsibilities as outlined in the Resident Handbook. Student acknowledges that University has disclosed the potential health risks and the health impacts that may result from exposure to mold by Student acknowledging receipt of the following booklet:  
[https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/CDPH%20Document%20Library/CDPH\\_Mold\\_Booklet\\_2021-May12.pdf](https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/CDPH%20Document%20Library/CDPH_Mold_Booklet_2021-May12.pdf).
- 18. 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. Although the University knows of no such hazards, Student acknowledges the receipt of the pamphlets, entitled "Protect Your Family from Lead in Your Home" located at <http://www2.epa.gov/lead/protect-your-family>, and "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools" located at <http://www2.epa.gov/lead/renovation-repair-and-painting-program>, which are incorporated herein by reference. NOTE: The existence of lead on the property is not, by itself, cause for termination of this Contract.
- 19. INFECTIOUS DISEASE:**
- a. **COVID-19 WARNING.** The University's residential halls are congregate living facilities, which may present a risk of exposure to the COVID-19 virus, a virus that can cause serious illness and death. To reduce your risk of infection, practice frequent hand washing, social distancing, and other measures recommended by public health officials. For more information, visit <http://www.cdc.gov> and <http://www.cdph.ca.gov>.
  - b. **WAIVER OF CLAIMS.** Student waives the right to any claim against University related to or arising from the acquisition of or exposure to any infectious disease.
  - c. **LIMITATION OF LIABILITY.** Neither University, nor any of its campuses or medical centers, nor any of its employees or agents shall be liable for any claims of loss, expense, or damage to Student relating to the acquisition of or exposure to any infectious disease.
  - d. **NO WARRANTY.** UNIVERSITY MAKES NO WARRANTY WITH RESPECT TO THE SAFETY OF THE PREMISES WITH REGARD TO ANY INFECTIOUS DISEASE.
- 20. 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. Student or Student'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. Student 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.
- 21. ENTRY OF THE UNIT BY THE UNIVERSITY:** Student agrees to permit the University to enter the apartment or residence hall for inspection, maintenance, improvement purposes, for any reason allowed by law, and/or for health and safety reasons, including the following:
- a. In case of emergency;
  - b. 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;
  - c. When Student has abandoned or surrendered the premises; and/or
  - d. To show the space to a prospective resident.
- Except in cases of emergency, the University will give Student twenty-four (24) hours' notice of planned entry. Student agrees to waive the 24-hour notice requirement to allow University personnel to enter Student's space in the apartment or residence hall during normal working hours when Student has requested the service.

- 22. CONSTRUCTION AND RENOVATION:** Major construction projects in and around the vicinity of the UC San Diego campus are scheduled throughout the year, including local governments' Light Rail Transit (LRT) construction projects, and new construction, remodeling or repair of UCSD academic, residential and dining facilities. Construction activities are expected to occur during normal daytime working hours, and will result in disturbances and disruptions, including, but not limited to, increased traffic, noise and dust in the areas surrounding the apartments, residence halls, and campus in general. There will be both planned and unplanned utility shutdowns in the apartments and residence halls. By signing this Contract, Student agrees and acknowledges that there will be disturbances and disruptions resulting from construction and has agreed to such.
- 23. PERSONAL PROPERTY INSURANCE:** The University and its employees and agents assume no responsibility for the loss, theft, damage or destruction to Student's personal property kept in Student's assigned room or any location on the premises from any cause whatsoever. University strongly encourages Student to carefully consider procuring private insurance relating to their personal property.
- 24. 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 Residence Life Office. Please note that if a student is under 18 years of age and not emancipated, a custodial parent or guardian will be contacted in the event the student is reported missing, in addition to any confidential contact designated by the student.
- 25. BED BUG NOTICE AND INFORMATION ABOUT BED BUGS:**
- a. A Student shall not bring onto a property any personal furnishings or belongings that the Student knows or should reasonably know are infested with bed bugs, including the personal property of the Student's guests.
  - b. The Student is responsible to promptly report findings or suspicion of bed bug infestation to the Customer Service Center at (858) 534-2600.
  - c. Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length, and their color can vary from red and brown to copper colored. Young bed bugs are only about 1/16 of an inch in length, and they have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes 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.
  - d. Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day and bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.
  - e. 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.
  - f. Common signs and symptoms of a 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. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
  - g. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association at <http://www2.epa.gov/bedbugs> and <http://www.pestworld.org/all-things-bed-bugs/>.
  - h. Student must cooperate with inspections and to provide requested information that is necessary to facilitate the detection and treatment of bed bugs by the pest control operator.
  - i. Student shall fulfill the responsibilities for unit preparation before any scheduled treatment, including management of personal belongings and furnishings as described in the pest control operator's treatment checklist.
  - j. Student must vacate the unit as required by the pest control operator for treatment purposes and shall not re-enter the unit until directed to do so.
- 26. 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's criminal history, this information will include either the community of residence, address and zip code at which the offender resides.
- 27. 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.

- 28. BREACH OF CONTRACT:** In the event that Student breaches this Contract agreement, the University shall be allowed to exercise and pursue any and all remedies permitted by law.
- 29. FORCE MAJEURE:** The University shall not be deemed to be in default of or to have breached this Contract due to any delay or failure in performance resulting from any “Force Majeure” event, such as acts of God, communicable disease (including epidemics and pandemics), acts of civil or military authorities, civil disturbances, wars, labor disputes, fire, flood, earthquake, transportation contingencies, judicial or governmental order or similar occurrences beyond the University’s reasonable control. Should the University reasonably anticipate that the Force Majeure event will last more than fourteen (14) calendar days, the University may terminate this Contract upon written notice to Student.
- 30. 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.
- 31. INDEMNIFICATION AND ATTORNEY’S FEES:** Student 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 Student and/or Student’s guest or invitee.
- 32. ADMINISTRATION:** The Student 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.
- 33. CERTIFICATION:** Student certifies that statements made in connection with this Contract are true and correct and that Student has read, understands, and agrees to comply with the terms and conditions of this Contract. Any false statements made by Student on this Contract or in connection with it will result in immediate cancellation or termination of this Contract.
- 34. ENTIRE AGREEMENT:** This Contract, and the documents incorporated by reference herein, contains all the terms and conditions as agreed upon by the parties regarding the subject matter of the Contract and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. Student represents that no promise, inducement, or agreement not herein discussed has been made between the parties on the subjects addressed herein.

«Profile First Name» «Profile Last Name» («Profile University ID») \_\_\_\_\_  
**Student Signature (PID)**

«Feature Current Date» \_\_\_\_\_  
**Signature Date**