

UNIVERSITY OF CALIFORNIA, SAN FRANCISCO
Campus Life Services, Housing
HOUSING AGREEMENT 2022-2023

1. TENANT'S PERSONAL INFORMATION

Only those persons listed in Section 1 may reside in the Rental Property.

Name ("Tenant"):

Gender:

Birth Date (month/date/year):

UCSF Affiliate category (see Section 4):

Email:

1.1 ADDITIONAL OCCUPANTS ("Additional Occupant" or "Additional Occupants")

Second Adult Additional Occupant living with Tenant:

Name:

Birth Date:

Affiliation:

Third Adult Additional Occupant living with Tenant:

Name:

Birth Date:

Affiliation:

Fourth Adult Additional Occupant living with Tenant:

Name:

Birth Date:

Affiliation:

Children:

Name:

Birth Date:

Name:

Birth Date:

Name:

Birth Date:

Name:

Birth Date:

2. RENTAL PROPERTY INFORMATION

Rental Property:

Type:

Monthly Rent:

Occupancy Date:

Termination Date:

3. DEFINITIONS

- 3.1 This Agreement refers to several residential communities by their respective names:
- 3.1.1 Rental Properties in ZIP Code 94107 are collectively known as “Tidelands.”
 - 3.1.2 Rental Properties in ZIP Code 94115 are collectively known as “Mount Zion.”
 - 3.1.2 Rental Properties in ZIP Code 94122 are collectively known as "Avenues Houses" and "145 Irving Street."
 - 3.1.3 Rental Properties in ZIP Code 94131 are collectively known as "Aldea San Miguel."
 - 3.1.4 Rental Properties in ZIP Code 94158 are collectively known as "Mission Bay."
- 3.2 An "Adult" is a person who is 18 years of age or older.
- 3.3 A "Child" (or “Children”) is a person who is under 18 years of age.
- 3.4 A "UCSF Affiliate" is a person who has University affiliation as defined on the UCSF Housing Services web site.
- 3.5 A “Guest” is a person who is not a Tenant or an Additional Occupant (Section 1.1).
- 3.6 “They” may be used as a singular pronoun, and “their” as a possessive pronoun, for the purpose of gender inclusivity, consistent with the 2017 California Gender Recognition Act (SB 179).

4. ELIGIBILITY

- 4.1 *UCSF Affiliates.* Tenant acknowledges that the Rental Property may be rented only by a UCSF Affiliate as defined in Section 3.4, and Tenant states that they meet such eligibility requirement. Tenant agrees to notify Housing Services immediately when Tenant’s Section 1 UCSF Affiliate category changes. Tenant will be given up to thirty (30) days after the date of change or disaffiliation to vacate the Rental Property. Notwithstanding the foregoing, Tenant is subject to all the provisions in this Agreement until all such provisions are met. If Tenant fails to leave the Rental Property on the date indicated by Housing Services, Tenant will be deemed a holdover tenant and will be subject to Section 45, below.
- 4.2 *Eligibility Limitations.* The Avenues Houses, including 145 Irving Street, are limited to UCSF Students and UCSF Faculty. UCSF Students are not eligible for Mount Zion properties. In the event Tenant changes to or from UCSF Student status, they may be subject to reassignment, Section 40, or termination, Section 43.

5. TERMS OF AGREEMENT

- 5.1 *Term of Rental and Compliance.* The Regents of the University of California ("The Regents"), on behalf of its San Francisco campus ("University" or "UCSF") and through its Housing Services department as manager of the Rental Property ("Housing Services"), hereby agrees to rent the Rental Property to Tenant, according to the terms and conditions of this Housing Agreement ("Agreement"), and Tenant hereby agrees to rent and occupy the Rental Property, according to the terms and conditions of this Agreement and to ensure that the Additional Occupants and Guests comply with the terms and conditions, as well. This Agreement becomes effective on the date Tenant signs this Agreement. The term of the rental is a fixed period beginning on the Occupancy Date and ending on the Termination Date, unless sooner terminated pursuant to the terms of this Agreement.

- 5.1.1 *Delay in Delivery of Possession.* If the University for any reason whatsoever cannot deliver possession of the Rental Property to Tenant on the Occupancy

Date, the University shall not be liable for any delay in delivery of possession. If the University fails to deliver possession of the Rental Property to Tenant on the Occupancy Date, Tenant's obligation to pay rent shall commence only upon the University's delivery of possession, or upon the date when the University provides an alternative housing arrangement.

5.1.2 *Force Majeure*. In the event of a force majeure event resulting in the Rental Property being destroyed or becoming uninhabitable, the terms under Section 43.5 (*Impossibility of the University's Performance*) will apply.

5.1.3 *Temporary Uninhabitability*. In the event the Rental Property is rendered Temporarily Uninhabitable, as determined solely by Housing Services, the University is under no obligation to provide alternative accommodations, and Tenant is under no obligation to pay prorated rent for the days that the Rental Property is uninhabitable. In the event that the University provides any alternative temporary housing accommodation, Tenant will be obligated to pay prorated Rent.

5.2 *Assignments and Subletting*. Tenant and the University agree that this Agreement is solely for the Rental Property. Tenant shall not assign this Agreement or any interest in it, or sublet the Rental Property or any part thereof, or permit the use or occupancy of the Rental Property or any part thereof by anyone other than Tenant and Additional Occupants except as otherwise stated herein. Tenant shall not advertise this property for sublet in any public medium, including but not limited to print or electronic publications, advertising and/or promotional material, including material on apps, internet sites (e.g., Airbnb, VRBO, Craigslist, etc.) and broadcast outlets, now existing or later devised. Tenant may procure Additional Occupants (in accordance with section 8) using solely University-sponsored media resources (e.g., the Housing Services website, UCSF listservs, Synapse campus news, etc.).

6. UNIVERSITY POLICIES AND PROCEDURES

Tenant agrees to comply with all University policies and procedures, and to ensure that the Additional Occupants and Guests do as well. If Tenant or Additional Occupants or Guests fail to comply with these policies and procedures, Tenant will be deemed to have breached this Agreement, and the University may take appropriate action in accordance with University policies. This Agreement incorporates by reference all policies and requirements contained on the UCSF Housing Services website. Housing Services may report any such breaches and university policy violations to Tenant's school, program, supervisor, employing department, or other University department at the sole discretion of Housing Services.

7. DISCLOSURES TO ADDITIONAL OCCUPANTS

7.1 *Disclosure of Rent*. Tenant will disclose the Monthly Rent rate (Section 2) to each Additional Occupant (Section 1.1) within 3 business days of the Additional Occupants' move-in date. Housing Services has the right to disclose the Monthly Rent to the Additional Occupants at any time.

7.2 *Additional Occupants' Monthly Rent*. Tenant will not collect more than 100% of the Monthly Rent (Section 2) from the Additional Occupants (Section 1.1) jointly as shared payment toward the Monthly Rent.

7.3 *Disclosure of Housing Agreement*. Housing Services has the right to disclose all content of this Agreement, and information pertaining to its Termination, to Additional Occupants.

8. MAXIMUM NUMBER OF OCCUPANTS

8.1 *Maximum Numbers.* The Rental Property Type (Section 2) determines the maximum number of persons permitted to live in the Property. Tenant agrees that at no time will the number of persons living in the Rental Property exceed the following:

8.1.1. Double: 1 Adult per assigned bed space (2 Adults per double room), no Children

8.1.2. Single: 1 Adult per bedroom, no Children

8.1.3. Efficiency: 1 Adult, no Children

8.1.4. Jr. 1-Bedroom: 1 Adult, no Children

8.1.5. Studio or Tidelands 1-Bedroom: 2 adults, no Children

8.1.6. 1-Bedroom: 2 Adults and 1 Child

8.1.7. 2-Bedroom: 2 Adults and 2 Children, or 3 Adults and 1 Child

8.1.8. 3-Bedroom: 3 Adults and 2 Children, OR 2 Adults and 4 Children

8.1.9. 4-Bedroom: 4 Adults and 4 Children

8.2 *Notification.* Tenant agrees to notify Housing Services immediately when any of the Additional Occupants ceases to live at the Rental Property.

8.3 *Approval.* Tenant is required to obtain Housing Services' prior written approval for Additional Occupants before permitting additional persons to live in the Rental Property.

9. INITIAL RENT PAYMENT

Tenant agrees to pay the University at the time of Tenant's signing this Agreement the equivalent of the Monthly Rent as set forth in Section 2 ("initial rent payment"). If the initial rental payment transaction fails (e.g., returned check or credit card chargeback) this Agreement will be rendered null and void, and the reservation booking will be canceled. The initial rent payment is not refundable, except as otherwise stated herein. The initial rent payment will be applied toward the first month's rent only and will not be used to protect against, or pay for, damages to the Rental Property and will not be returned in any amount upon move-out, regardless of the condition of the Rental Property. Any balance from the initial rent payment will be applied first to any outstanding service charges and assessments and then to the subsequent month's rent. Tenant will forfeit this initial rent payment if Tenant seeks to terminate this Agreement for any reason prior to the Occupancy Date, and Tenant will be subject to Section 43.3 (Termination by Tenant), even if the reason for the termination is due to a circumstance set forth in Section 43.2 (Termination due to Disaffiliation or Marriage/Domestic Partnership).

10. RENT AND SERVICE CHARGES

10.1 *Due Date.* Tenant agrees to pay to the University the Monthly Rent set forth in Section 2, above. Monthly Rent payments will begin the month after the Occupancy Date. Monthly Rent is due on the first (1st) day of each month. Tenant is responsible for rent payments whether or not Tenant receives an invoice or billing statement. Tenant may obtain account status and billing statement from the Tenant's Housing Portal ("Housing Portal"), linked from UCSF Housing Services website.

10.2 *Methods of Payment.* Tenant agrees to pay the Monthly Rent only by check, money order, credit card, debit card, or by Electronic Funds Transfer. The University will not accept cash as a form of rent payment.

10.2.1 *By Checks or Money Orders.* Checks and money orders are to be made payable to

U.C. Regents and may be made in person at, or mailed to, the Housing Services office location listed on the last page of this Agreement. U.S. mail containing a check or money order payment must be postmarked no later than the first business day of the month when rent is due in order not to be deemed delinquent. Housing Services will not accept post-dated checks.

10.2.2 *By Electronic Funds Transfer ("EFT")*. EFT payments are to be made online through the Housing Portal. UCSF does not accept EFT payments over the telephone or in person.

10.2.3 *By Credit Card or Debit Card*. Credit card and debit card payments are to be made online through the Housing Portal. UCSF does not accept credit card or debit card payments over the telephone or in person. A convenience service charge will apply for the use of a credit card or debit card, and the convenience service charge will be established and due at the time of transaction. Only a Visa or MasterCard may be used for credit or debit card payments.

10.2.4 *By Automatically Recurring Payment*. Tenant may set up an automatic payment ("Auto-pay") account to pay by EFT, on a recurring basis each month, for the full amount due, including all service charges and assessments.

10.3 *Late Payments and Service Charges*. The Monthly Rent will be delinquent if not received in full by Housing Services on or before 5:00 p.m. on the seventh (7th) day of the month in which it is due. If the seventh day of the month is on a weekend or University holiday, the rent will be delinquent if not paid by 5:00 p.m. on the following business day. Tenant agrees to pay a late charge of \$40.00 for each month or portion thereof that the Monthly Rent is delinquent, in addition to any other service charges permitted by this Agreement or by law. This late charge does not establish a grace period or waiver; the University may make written demand for payment if Monthly Rent is not paid on its due date. The late charge is due no later than the first business day of the following month. If there is an outstanding balance due, all service charges and assessments, including, but not limited to, late rent service charges, key-and-lock service charges, returned-check service charges, custodial or property damage assessments, parking and garage rents, and extra storage space rents, will be applied first to that balance due and then to the rent. If the payment is not sufficient to cover both the assessments/service charge(s) and the Monthly Rent, the Monthly Rent will be deemed delinquent if not paid in full by the seventh (7th) day of the month the Monthly Rent is due. Tenant and the University agree that the late charge is presumed to be damages sustained because of Tenant's late payment of Monthly Rent, not a penalty, as it is impracticable or extremely difficult to fix the actual damages. In addition to the foregoing, should the Tenant fail to pay rent or the late charge(s) when due, the University may, in its sole discretion, do any one or more of the following:

10.3.1 Place administrative hold on future course registration.

10.3.2 Notify Tenant's academic department or employer.

10.3.3 Refer unpaid accounts to a credit collections agency 90 days after the termination of this Agreement.

10.3.4 Terminate this Agreement and Rental Property occupancy.

10.3.5 Serve a three-day notice to quit as permitted by law.

10.3.6 Refuse to renew or extend a Housing Agreement for continued occupancy.

10.3.7 Take any action permitted by law.

10.4 *Returned Checks, Returned EFT, and Automatically Recurring Account Update.* Tenant agrees to pay a service charge of \$40.00 if a financial institution returns a check for any reason. Tenant must replace the returned check with a cashier's check or money order in the amount of the returned check plus the service charge and University late charge. If the financial institution returns Tenant's check or returns Tenant's EFT more than once, University may serve thirty (30) days' written notice that all future rent be paid with a cashier's check or money order. The Tenant will update automatically recurring payment account information through the Housing Portal and prior to the due date, in any case when bank account information changes.

10.5 *Proration.* Unless otherwise stated, for periods of occupancy of less than one month, the rent will be prorated. The prorated per-night charge will be calculated by the total month's rent divided by the number of days in that month.

10.6 *Service Included in Rent.* Recycling, composting, and trash hauling services are included in the Monthly Rent. Tenant is responsible for removing recycling, composting, and trash from the Property to the common source collection points (i.e., chutes, bins, trash rooms). Service levels are established by Housing Services at its own discretion.

10.7 *Imputed Income.* Depending on Tenant's University Affiliation, Tenant may be subject imputed income tax reporting, per the Tax Reform Act of 1986, under Internal Revenue Service, Title 26 U.S. Code § 119, regarding the tax treatment of housing furnished to faculty or other employees of an educational institution. In the event that the University reports imputed income, Housing Services will notify and will provide additional information to Tenant.

11. UTILITIES

11.1 *Electric and Gas.* Tenant must contract with PG&E for services to begin on the Occupancy Date, except in those properties defined in Section 11.2. The University will charge the Tenant for any PG&E bill paid on the Tenant's behalf. Tenant shall pay the University an additional \$40.00 service charge for each month, or portion of a month, that Tenant fails to obtain such services. Tenant must retain PG&E services until expiration or termination of this Agreement. Tenant is responsible for discontinuing PG&E services upon expiration or termination of this Agreement.

11.2 *Water and Sewer.* Water and sewer services are included in the Monthly Rent, except at the following Avenues Houses addresses where Tenant must contract independently for services: 1420 5th Avenue, 1428 5th Avenue, 1452 5th Avenue, 1454 5th Avenue, 1460 5th Avenue, and 1490 5th Avenue. Tenant at these addresses will contract for water and sewer services through the San Francisco Public Utilities Commission. The University will charge the Tenant for any water and sewer bill paid on the Tenant's behalf. Tenant shall pay the University an additional \$40.00 service charge for each month, or portion of a month, that Tenant fails to obtain such services. Tenant must retain water and sewer services until expiration or termination of this Agreement. Tenant is responsible for discontinuing water and sewer services upon expiration or termination of this Agreement.

11.3 *Utilities in Shared Properties.* Electric, gas, water and sewer services are included in the Monthly Rent for Double and Single rooms at the Avenues Houses, 145 Irving Street Single Rooms in 2-Bedroom apartments, Mission Bay Single Rooms in 4-Bedroom apartments, and Tidelands Single Rooms in 2-Bedroom apartments.

12. KEYS and SECURITY

12.1 *Issuance.* Tenant will be issued one set of keys and/or fobs for the Rental Property. Except as otherwise stated below, UCSF will issue one duplicate set of keys for each Adult Additional Occupant listed in Section 1.1. Upon Tenant's request, University may issue Tenant a set of keys at no additional cost for each Child, provided that the Child is at least 12 years old. Housing Services will not check out additional keys to Tenant's Guests. At Mount Zion, an access code may be provided to Tenant in lieu of keys.

12.2 *Duplicate Sets.* Tenant shall not duplicate keys and/or electronic fobs. Tenant may request one additional key/fob set for which UCSF will charge a \$40.00 administrative processing service charge. UCSF will not issue Tenant duplicate sets of keys if Tenant resides in a Rental Property with multiple contract holders.

12.3 *Lost or Stolen Keys.* Tenant is responsible for replacement costs each time a key and/or fob (to an apartment entrance, a bedroom door, a laundry room, a storage room, common area doors, or a mailbox) is lost or stolen. In shared units with more than one Tenant, this may include lock changes and key reissuance for other Tenants' spaces within the Property. Key and lock repair, replacement, and maintenance will be performed only by University Access Control and Security Services, at rates set by that department. Tenant will be charged for all services, parts, and labor incurred by replacing each lock/key set. Work by outside locksmiths is prohibited, in compliance with UCSF Administrative Policy 600-13 (<https://policies.ucsf.edu/policy/600-13>).

12.4 *Lock-out Services.* If Tenant is locked out of the Rental Property, Tenant or Adult Additional Occupant listed in Section 1.1, above, may check out a temporary key at no cost from Housing Services during regular business hours. If Tenant fails to return the temporary key within 2 business days, the key will be considered lost and the lock and key set will be replaced, and Tenant will be charged accordingly. At Mount Zion, a temporary access code may be provided to Tenant in lieu of a key. During office closures, Tenant may contact the UCSF Police and Security Officers at (415) 476-1414 for assistance. Tenant understands use of UCSF Police or Security Officer services results in a service charge of \$40 for this service per each lock out incident. The lock-out service charge will be waived a maximum of two times during the entire period of tenancy. Tenant may not independently hire a private contractor to perform lock out services, or key or fob or lock replacement.

12.5 *Temporary Key/Fob for Additional Occupants.* During open office hours, any Adult Additional Occupant who is named on this Agreement may check out a temporary key/fob set for two (2) business days or may obtain lock-out services, even in the absence of permission by Tenant. Tenant is responsible for any costs incurred as a result of keys and/or fobs lost by an Adult Additional Occupant. At Mount Zion, an access code may be provided to Tenant in lieu of a key.

12.6 *Shared Accommodations.* If Tenant resides in shared accommodations (e.g., in the Avenues Houses, 145 Irving Street 2-Bedroom apartments, Mission Bay 4-Bedroom apartments, or Tidelands 2-Bedroom apartments), Tenant shall have no right to occupy other bedrooms and may not check out keys and/or fobs to access other bedrooms, in the Rental Property.

12.7 *Installation of Security Systems or Devices.* Tenant shall not install, or contract for, home security systems or devices (including locks).

12.8 *Propped Door.* Tenant shall not prop open the front door to the building or any gates leading to common area courtyards.

13. TIME LIMITS TO OCCUPANCY TERM AND TRANSFERABILITY

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

13.2 *Transfer to Additional Occupant.* This Agreement is not transferable to an Additional Occupant, even if the Additional Occupant is a UCSF Affiliate. UCSF will not enter into a new agreement with any Additional Occupant for this Rental Property, even if the Additional Occupant is a UCSF Affiliate.

13.3 *Time Limits to Occupancy Term.* Tenant acknowledges that they have read and have understood the occupancy term limits for UCSF housing as set forth on the Housing Services website.

14. UNIVERSITY LIABILITY

14.1 *Loss, Damage, Etc.* Tenant agrees that the University does not assume liability for loss, damage, fire, or theft of personal property from any cause during tenancy, or when personal property is abandoned in the Rental Property when Tenant vacates, or when personal property is in common areas including hallways, lobbies, grounds, sidewalks, courtyards, storage areas, bicycle rooms, laundry rooms, garages and parking lots, except as otherwise provided by law. At Tenant's sole expense, the University shall dispose of personal property left in Rental Property or storage areas after termination of occupancy in accordance with California law and University policy. The University is not responsible for any loss or imposition resulting from the interruption of essential services.

14.2 *Electrical Waves, Etc.* The University is not liable for any electrical, sound, WiFi, cell, or magnetic waves that may pass through the Rental Property.

14.3 *Use of Fitness Room at The Tidelands and Mount Zion.* If the Tenant's address is at the Tidelands or at Mount Zion, the Tenant and Additional Occupant may access the Fitness Room at the respective property. Tenant acknowledges the limitations of the University's liability when using the Fitness Room's facilities and equipment, for Tenant and Additional Occupant.

14.3.1 *Waiver.* In consideration for permission to use, today and on all future dates, the property, facilities, staff, equipment, and services of the Fitness Room. Tenant assigns, hereby releases, waives, discharges, and promises not to sue The Regents of the University of California, its directors, officers, employees, and agents (the University), from liability from any and all claims, resulting in personal injury (including death), accidents or illnesses, and property loss, in connection with use of the Fitness Room.

14.3.2 *Assumption of Risks.* Physical activity and use of fitness equipment carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. The specific risks vary from one activity and piece of equipment to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains, to 2) major injuries such as eye injury, joint or bone injuries, heart attacks, and concussions, to 3) catastrophic injuries such as paralysis and death.

14.3.3 *No Guests Permitted/Indemnification and Hold Harmless.* Non-tenants and Guests are not permitted to use the Fitness Room. Tenant agrees not to allow Guests to access the Fitness Room. Tenant agrees to indemnify and to hold the University harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, arising out of the prohibited use of the Fitness Room by Guests, and to reimburse the University for any such expenses incurred.

15. CONSTRUCTION ACTIVITIES

UCSF is not liable for any inconveniences to Tenant's property due to construction activities. Construction activities will not be regarded as a reason to terminate this Agreement (see TERMINATION below), or a reason to receive a rent reduction.

16. REPAIRS AND ALTERATIONS; ATTACHMENTS; EARTHQUAKE DAMAGE PREVENTION

16.1 *Repairs and Alterations.* Tenant agrees not to make any repairs or alterations to the Rental Property. Tenant will not place stickers, adhesives, or screws or nails larger than ¼ inch in diameter onto the walls or ceilings. Tenant will not paint any part of the Rental Property. Tenant will not perform or arrange for others to perform any repairs to damages or any corrections of deficiencies in the Rental Property whether during Tenant's tenancy or upon the termination of the tenancy. The foregoing shall not limit Tenant's right to request that University repair damage, correct deficiencies, or otherwise service the Rental Property during tenancy. Tenant shall be liable for any damage done to the Rental Property or deficiencies created by Tenant, normal wear and tear excepted.

16.2 *Attachments and Hangings.* Tenant will not place or attach any satellite dishes, signs, decorations, clothes hanging lines, or birdfeeders to the exteriors of buildings or on UCSF grounds. Tenant will not hang flags, banners, clothing, laundry, foil, or any other decoration on, around, or out of windows.

16.3 *Earthquake Damage Prevention.* Tenant may install equipment to brace furniture and other items for earthquake damage prevention. All installation parts and labor are at the sole cost of Tenant, and installation must be supervised by Campus Life Services – Facilities Services staff.

17. TENANT RESPONSIBILITY AND LIABILITY

17.1 *Tenant Responsibilities and Liability.* Tenant accepts responsibility and will be liable for all acts of the Tenant, Additional Occupants, and all Rental Property Guests which cause damage to University property or injury to self or any other person. Tenant will indemnify the University for loss, property damage, personal injury, or death resulting from the deliberate acts or negligence of the Tenant, Additional Occupants, Tenant's Guests, or Tenant's agents and service providers.

17.2 *Loss or Damage.* Tenant accepts all responsibility for loss, damage, fire, or theft of personal property located in the Rental Property, garages, storage units, or in common areas. Tenant accepts responsibility for damage to the Rental Property and any fixtures or furnishings located therein.

17.3 *Joint and Several Liability.* Tenant is jointly and severally liable for any damage to common areas of a shared Rental Property.

17.4 *Property of Other Tenants.* Tenant agrees that they are responsible for any damage to the personal property of other tenant(s) caused by Tenant and/or Tenant's Guests', or Additional Occupants' acts or omissions.

17.5 *Renter's Insurance.* The University does not provide renter's insurance. Tenant will procure such insurance to protect against loss or damage Tenant may cause or sustain. Tenant may access the UCSF Housing Services website for more information on purchasing renter's insurance.

17.6 *UCSF Housing COVID-19 Policies.* Tenant will comply with the UCSF Housing COVID-19 Policies and related protocols on the UCSF Housing Services website.

18. WATERBEDS, LAUNDRY MACHINES, AND DISHWASHERS

18.1 *Waterbed.* Tenant is required to show a minimum \$100,000 insurance policy, naming the University as an additional insured, for any waterbed placed by Tenant in the Rental Property. Housing Services reserves the right to inspect the waterbed and Rental Property periodically and may require remedies or payment for property damage or damage prevention.

18.2 *Laundry Machines & Dishwashers.* Tenant may not bring any type of laundry machine (washer or dryer) or dishwashers (dishwashing appliance) into the Rental Property. Tenant may operate only those machines or appliances if and when they are provided by the University.

19. TENANT-TO-TENANT DISPUTES

For disputes that arise between tenants, the University may provide resources or referral to tenants, but will neither arbitrate nor provide for legal aid to settle disputes. Tenant will not receive a reduction of Monthly Rent as a result of Tenant's disputes with another tenant.

20. RIGHT OF ENTRY

20.1 *24-Hour Notice.* The University will give Tenant no less than 24 hours' written notice of its intent to enter the Rental Property which entry will occur only during normal business hours, and only for such purposes as are permitted by law.

20.2 *Oral Agreement for Repairs or Service.* Tenant and the University may agree orally to an entry to make agreed repairs or supply agreed services. The oral agreement shall include the date and approximate time of the entry, which shall be within one week of the agreement. Oral agreements to enter the Rental Property under this Section 20.2 do not require 24 hours' written notice.

20.3 *Quarterly Inspections.* Tenant agrees that if they reside in a Rental Property with multiple tenants (e.g., shared 2- or 4-bedroom apartments or shared group houses), the University may inspect the Rental Property for maintenance, repair, or other purposes allowed by law on a quarterly basis upon 24 hours' written notice.

20.4 *Fire and Life Safety Equipment Inspections.* State Fire Code requires UCSF to inspect fire and life safety equipment (extinguishers, detector batteries, sprinkler heads, etc.) on a regular basis and in accordance with section 20.1 above.

20.5 *No Notice; Emergency and Alarms.* No notice of entry is required (1) to respond to an emergency or an alarm, (2) if Tenant is present and consents to the entry at the time of entry, or (3) after Tenant has abandoned or surrendered the Rental Property.

21. USE OF RENTAL PROPERTY AND UNIVERSITY PROPERTY

21.1 *As Private Residence Only.* Tenant agrees that the Rental Property shall be used solely as a private residence. Tenant shall not conduct activities of a business or commercial nature on University property.

21.2 *Camping and Sleeping.* Camping and sleeping are not permitted in common areas or in public areas on University property.

21.3 *Meal Preparation.* Tenant agrees to prepare meals only in the kitchen. Tenant is not permitted to install a refrigerator, hot plate, microwave, coffee pot, rice cooker, or other cooking appliance in any room but the kitchen.

22. GUESTS

22.1 *Restrictions.* Tenant may host a Guest overnight for up to two weeks (14 nights cumulative) in any consecutive three-month period. In a shared house or apartment with multiple tenants, Tenant may host a Guest overnight for up to one week (7 nights cumulative) in any consecutive three-month period. If in shared housing, Tenant shall obtain written permission from Tenant's roommate(s) and housemates before a Guest is permitted to stay overnight.

22.2 *Tenant's Responsibility for Guests.* The rights of tenants take priority over those of a Guest. Tenant is responsible for the conduct of Tenant's Guests while in the Rental Property and on University property, and Tenant agrees to assume all liability for damage caused by Tenant's Guests. Tenant is responsible for Tenant's Guest's adherence to the provisions of this Agreement and all applicable University policies and procedures. Tenant shall not permit Guests to sleep in common areas, lounges, or lobbies.

23. SMOKING

23.1 *Smoking Prohibited.* Smoking is prohibited in all areas of the UCSF campus including all University-owned buildings and residences. Smoking of any substance (including the use of electronic cigarettes, vaporizers ["vaping"], or recreational or medical marijuana) is prohibited inside individual apartments, bedrooms, single-family homes or apartments, group houses, restrooms, community rooms, lounges, common areas; on balconies, porches, courtyards, or external stairways; and indoor and outdoor cafés.

23.2 *Damages.* If Tenant smokes or permits smoking in the Rental Property, Tenant will be financially responsible for damages, including scent and allergen abatement, which may include (but is not limited to) carpet replacement, full repainting, wood replacement, and special chemical cleaning.

24. SOLICITATION

No solicitation is permitted on University property. Tenant is required to report solicitors to the University Police Department, (415) 476-1414.

25. NOISE

Tenant agrees not to make noises or operate or use any musical, mechanical, or electrical equipment, at such a volume, or in such a manner that will disturb others.

26. PETS

26.1 *Property Restrictions.* Tenant may apply to keep a pet at specifically designated properties. Unless Housing Services provides written permission to have a pet, Tenant shall not keep pets, with the exceptions of fish in tanks (maximum 5-gallon tank), in the Rental Property. This prohibition shall apply also to Tenant's Guest's pets, regardless of the length of the visit. Tenant may not encourage the presence of domestic or wild animals by feeding or providing shelter. At its sole discretion, the University may terminate this Agreement if Tenant violates this provision.

26.2 *Approval; Deposits and Pet Rents.* Tenant must have written approval from Housing Services prior to permitting a pet into the Rental Property. Tenant is liable for any injuries or damages caused by the pet. Tenant will comply with the *UCSF Housing Pet Policy, available on the Housing Services website.* If Tenant is approved to keep a pet in the Property, a copy of this policy will be available in the Housing Portal. Housing Services will charge pet deposits and pet

rents in accordance with the *UCSF Housing Pet Policy*. If Housing Services, at its sole discretion, determines that Tenant is keeping an unapproved pet for any amount of time, the Tenant will be financially responsible for pet deposits and pet rents for the entire term of this Agreement, beginning on the Occupancy Date.

26.3 *City Water Supply*. The City of San Francisco water supply contains chloramine that is known to cause damage or death to fish, and Tenant assumes all responsibility for making the water safe for fish. The University is not responsible for harm to, or death of, any household pet.

26.4 *Damages*. If Tenant allows pets in the Rental Property, Tenant will be financially responsible for damages, including scent and allergen abatement, which may include (but is not limited to) carpet replacement, full repainting, wood replacement, and special chemical cleaning.

27. DISABILITY ACCOMMODATIONS

27.1 *Accommodations*. The University will make a reasonable modification to its policy, practice and procedures to accommodate Tenant, if disabled. Accommodations based on disability may be provided with the recommendation of:

- UCSF Student Disability Services (for students), (415) 476-6595, or
- Disability and Leave Administration, (for employees), (415) 476-2621.

27.2 *Service Animals and Assistance Animals*. A service animal or an assistance animal, as defined by the American with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA), is not a pet. A service animal or an assistance animal that assists a Tenant with a disability, Additional Occupant named in Section 1.1 with a disability, or Child named in Section 1.1 with a disability is permitted to reside in the Rental Property.

27.3 *Approval*. Tenant must obtain a disability accommodation recommendation from the appropriate UCSF unit (defined in section 27.1), and written approval from Housing Services, prior to permitting an assistance animal into the Rental Property.

27.4 *Policies Related to Disability Accommodations*. Tenant is liable and financially responsible for any injuries or damages caused by the service animal or assistance animal. Tenant will comply with the [Service and Assistance Animal Policy in UCSF Housing](#). If Tenant is approved for a service or assistance animal, a copy of this policy will be available in the Housing Portal.

28. PARKING AND SHUTTLE PASSES

28.1 *Designated Parking Spaces*. Tenant shall park motorized vehicles (whether or not registered with the Department of Motor Vehicles), including, but not limited to, scooters, mopeds, and motorized bicycles ("Motorized Vehicles") in designated parking spaces only. Tenant agrees to adhere to all UCSF parking regulations, including those outlined in the Tenant Handbook available on the Housing Services website. Tenant agrees not to charge any electrically powered vehicles, including, but not limited to, cars, scooters, mopeds, and motorized bicycles ("Electrical Vehicles") at the Rental Property or at any UCSF facility, unless such facility is designated for such purpose.

28.2 *Aldea San Miguel*: Housing Services will issue Tenant one parking permit and corresponding space at no cost. Unless the Rental Property is a junior one-bedroom, Tenant may obtain a permit for a second vehicle, for a monthly charge. Parking at Aldea San Miguel is permitted only in designated spaces. Unauthorized parking in these spaces may result in ticketing and/or towing at Tenant's expense. Tenant may not store personal items in parking spaces, and

Tenant will be liable for any removal, relocation, or disposal costs. Tenant may obtain one shuttle pass for the term of this Agreement for use by Tenant and for each Additional Occupant names in Section 1.1. If a parking permit is lost or stolen, Tenant will pay \$40 per replacement parking permit and shuttle pass. Tenant will obtain replacement permits and passes through Housing Services.

28.3 *Avenues Houses (except 145 Irving Street)*: Housing Services will assign garage parking. Space is not guaranteed. Unauthorized parking in these spaces or in driveways may result in ticketing and/or towing at Tenant's expense. Tenants may apply for street parking permits at the San Francisco Municipal Transit Authority, <https://www.sfmta.com/permits/>.

28.4 *145 Irving Street*. Per standing agreements between the University and the City of San Francisco, Tenant may not obtain a garage space or a city permit for street parking.

28.5 *Mission Bay and The Tidelands*. Information on parking and permits is available through UCSF Parking and Transportation Services.

28.6 *Mount Zion*. Housing Services provides parking on site at 2130 Post Street. Parking permits are available for purchase for a monthly charge. Parking is first-come, first-served and is not guaranteed. Service charges and parking policies are within the *Housing Parking Policies* on the Housing Services website.

28.7 *Shuttle Passes*. Tenant may obtain one shuttle pass for the term of this Agreement for use by each Additional Occupant and Child named in Section 1.1. Shuttle passes cannot be replaced.

29. FIRE CODES

Tenant is required by law, and agrees, to adhere to the following provisions:

29.1 *Waste accumulation prohibited*. Combustible waste material creating a fire hazard shall not be allowed to accumulate in buildings or structures or upon premises.

29.1.1. *Housekeeping*. Every building or portion of a building shall be maintained in a neat orderly manner, free from any condition that would create a fire or life hazard or a condition which would add to or contribute to the rapid spread of fire. Provisions shall be made for the proper storage and disposal of waste materials and rubbish. All combustible waste material and rubbish shall be stored in approved containers or shall be stored in a manner approved by the enforcing agency as being consistent with standard fire prevention practices until such waste material and rubbish is removed from the premises or otherwise disposed of in a proper manner.

29.2 *Clearance from ignition sources*. Clearance between ignition sources, such as luminaires, heaters, flame-producing devices and combustible materials, shall be maintained in an approved manner.

29.2.1 *Open Flame Devices*. Under no circumstances shall open flame devices such as candles be permitted.

29.3 *Fueled equipment*. Fueled equipment, including but not limited to motorcycles, mopeds, lawn-care equipment and portable cooking equipment, shall not be stored, operated or repaired within a building.

29.4 *Ceiling clearance*. Storage shall be maintained 2 feet or more below the ceiling in non-sprinkler areas of buildings. Storage shall be maintained 18 inches or more below sprinkler head deflectors in sprinkler-equipped areas of buildings.

29.5 *Means of egress / Exits*. Combustible materials shall not be stored in exit corridors or

enclosures for stairways and ramps. Storage is prohibited under exit stairways.

29.6 *Storage beneath overhead projections from buildings.* Combustible material stored or displayed outside of buildings that are not protected by automatic sprinklers shall not be stored or displayed under non-sprinklered eaves, canopies or other projections or overhangs.

29.7 *Means of egress continuity.* Obstructions, including storage, shall not be placed in the required width of an exit. Exits shall not be obstructed in any manner and shall remain free of any materials or matter where its presence would obstruct or render the exit hazardous.

30. FIRE SAFETY AND LIABILITY

30.1. Prohibited Materials. Tenant agrees not to keep or permit to be kept in or about the Rental Property (including assigned storage area) the following items.

30.1.1 *Hazardous Materials.* Tenant shall not use or store ammunition, fireworks, gasoline, naphtha, benzene, propane, charcoal or any other hazardous materials that pose physical or health hazards.

30.1.2 *Household and Decorative Items.* Tenant shall not use or store candles or incense.

30.1.3 *Barbecue Grills.* Tenant shall not use or store barbecue grills on University property.

30.2 *Fire Safety Equipment.* Tenant agrees to notify Housing Services when the Rental Property's smoke alarm is not in proper working order. Tenant may not disable smoke detectors or tamper with any fire safety equipment. Such disabling or tampering may result in Termination of this Agreement. Tenant shall not hang any item on the fire pipes or sprinklers, and Tenant shall be responsible for any damages resulting from such action.

30.3 *Fire Safety Inspections.* Tenant will permit the University to enter the property for regularly scheduled fire safety equipment inspections

30.4. *Fire Emergency Response.* Tenant will be liable for any fines or fees associated with fire or smoke alarm response, including Fire Department response, or damages resulting from the Tenant's actions or negligence.

30.5 *Fire Alarm Evacuation.* When present in the property, Tenant, Additional Occupants, and their Guests are required to evacuate from the building when alarms and drills occur. In compliance with state regulations, the UCSF Fire Marshal schedules an annual fire drill and evacuation of Mission Bay, The Tidelands, Mount Zion, and 145 Irving Street (Avenues) buildings.

31. FIREARMS; PAINT GUNS, WATER GUNS, AND AIR GUNS

Tenant shall not possess, fire, or discharge any firearms while on University property, including paint guns, water guns, air guns, BB guns, pellet guns, and tasers.

32. HOVERBOARDS

The University of California bans the use, possession, charging, or storage of self-balancing, battery-powered boards known as hoverboards (sometimes referred to as electronic skateboards or scooters) and other similar equipment at all University Locations including medical centers. Tenant will not possess hoverboards while in the Rental Property or on the grounds.

33. CLEANING, STORAGE AND COMMON AREAS

33.1 *Daily Maintenance.* Tenant agrees to be responsible for and participate fully in the cleaning,

trash removal and overall general daily maintenance of the Rental Property during Tenant's tenancy. When Tenant is in breach of this Section 33, Housing Services may perform cleaning, restoration, hauling, storage or disposal services. In this case, a service charge will be assessed and billed to Tenant for any incurred labor, storage, or disposal costs.

33.2 Maintaining Safe and Sanitary Conditions. Housing Services may provide to Tenant a list of repairs that are required to restore the Rental Property to a safe and sanitary condition that Tenant must address. Housing Services may bill Tenant for any labor and materials required to restore a Rental Property's condition, should Tenant fail to meet restoration requirements.

33.3 Obstructions in Common Areas. Tenant will not store personal items in common areas (lobbies, interior and exterior corridors, study lounges, stairwells, courtyards, patios, lawns, lounges, community rooms, etc.) Tenant shall store personal property only in those areas specifically and solely assigned to Tenant. Tenant will not obstruct common areas and/or passageways or use those areas to store personal property, including plants, holiday decorations, children's toys, and footwear. Tenant will be billed for any related cleaning, maintenance, or removal, disposal and storage of personal items performed by Housing Services.

33.4 Basements and Garages. At the Avenues Houses, Tenant will not store personal items, with the exception of laundry products and non-motorized bicycles, in Rental Property basement or garage. At The Tidelands, Tenant will not store any personal items in the garage.

33.5 Alcoves. At some Rental Properties in Mission Bay and Aldea San Miguel, an alcove connects the Rental Property front door to common space hallways or exterior corridors. A non-combustible (metallic), non-enclosed, two tiered/shelve(maximum) shoe rack in this alcove is permitted but limited to only side of the front door entrance. The shoe rack width must not block any part of the door opening or entrance; the height must be lower than 20 inches; and the length may not extend into the common exit corridor. No other type of storage in these alcoves is permitted. Permission to use alcoves does not render the University liable for Tenant's property loss or damage (see your Housing Agreement section 14.1 *Loss, Damage, Etc.*). The Tenant will be responsible for any storage in alcoves that causes damage or injury (see your Housing Agreement 17.1 *Tenant Responsibilities and Liability*).

34. MAIL AND PACKAGE DELIVERY

34.1 Mail and package liability limits. Housing Services is not responsible or liable for any US mail or personal deliveries for Tenant. Housing Services will not store or forward Tenant's mail or personal deliveries after Termination of this Agreement. Housing Services will not compensate Tenant for any mail, package, or personal pick-up or delivery service failure or disruption.

34.2 Tidelands mail. Parcel Pending is the provider of delivery package lockers. Tenant must enroll in the Parcel Pending program to receive packages, <https://my.parcelpending.com/signup>.

34.3 Mission Bay mail. LuxerOne is the provider of delivery package lockers. Tenant must enroll in the LuxerOne program to receive packages, <https://app.luxerone.com/register>.

34.4 Aldea San Miguel, Avenues Houses, and Mount Zion mail. The US Postal Services and all private delivery services provide direct mail and package delivery to the property.

34.5 Unclaimed mail, packages or deliveries. Tenant's unclaimed items (unforwarded mail, neglected deliveries, etc.) may be removed and disposed of by Housing Services after 30 days. Organic or compostable items may be removed and disposed of by Housing Services after 3 days. Housing Services will not be required to notify Tenant. A service charge will be assessed

and billed to Tenant for any incurred labor, storage, cleaning, or disposal costs.

35. RECYCLING, COMPOSTING, AND TRASH

Tenant agrees to participate in the recycling and composting program. The University provides recycling and composting bins in or near residential buildings. Tenant is required to separate recyclables, compost, and trash and to dispose of them in the appropriate containers. Tenant agrees not to leave recyclables, compost, and trash in public areas. Tenant may be charged a service charge for cleaning, removal, disposal, recycling or composting separation, or processing for any work the University provides as a result of Tenant's failure to sort and dispose of recyclables, compost, and trash as provided in this Agreement.

36. MOLD AND MILDEW

Tenant is required to take steps to control the growth of mold and mildew (1) by keeping the Rental Property clean and well ventilated, particularly when showering, bathing, or washing dishes or clothes, and (2) by notifying the University (Housing Services or Police) immediately about the existence of water leakage or overflow in or about the Rental Property.

37. PESTS and EXTERMINATION

37.1 Extermination Services. Tenant shall immediately report any pest infestation to Housing Services. Housing Services will determine the need for extermination services, including choice of contractors and treatments, in all cases.

37.2 Exterminations at University's cost. Only the University, and not Tenant, will provide extermination services at no additional charge to Tenant for rodents, insects, spiders, bed bugs, and other pests except as described in section 37.3 and 37.4 below.

37.3 Exterminations at Tenant's cost. After the initial extermination, Tenant will pay for any additional extermination by the University when the University deems such additional extermination necessary. Tenant will pay for any extermination for unreported pests that are discovered in the Rental Property after move-out and prior to any new Tenant's occupancy date.

37.4 Fleas. Tenant will pay for any extermination for fleas brought into the Rental Property.

38. FURNISHINGS

38.1 Appliances. All Rental Property is equipped with appliances for refrigeration and cooking. In the event of an appliance malfunction, the University shall not be liable for any damages (see 14 UNIVERSITY LIABILITY and 52 INDEMNIFICATION).

38.2 Unfurnished Properties. Rental Property at Aldea San Miguel, Mission Bay, Mount Zion, Faculty-designated properties at the Avenues Houses, and 145 Irving Street are unfurnished. Tenant will provide furniture.

38.3 Furnished Properties. Rental Property at the Avenues Houses (except at 145 Irving Street and at Faculty-designated properties) and at The Tidelands is rented as furnished. A list of provided furniture and amenities is on the Housing Services website. Tenant is not permitted to remove any University-provided furniture or furnishings from any Rental Property or common areas without the prior written permission of Housing Services. Tenant will not move furniture between the assigned bedroom and common areas of the property. Tenant shall not remove mattress covers from the beds.

38.4 Window curtains and blinds. Tenant shall not remove the window curtains or blinds

provided by the University.

39. SHARED AND GROUP ACCOMMODATIONS

If the Rental Property is a Double room or Single room in a shared or group accommodation, Housing Services retains the right to make assignments to the Rental Property without approval of Tenant and regardless of gender identity.

40. REASSIGN BY UNIVERSITY

The University reserves the right to reassign Tenant to a comparable unit of comparable rent, upon three days' written notice. The University has no obligation to pay for Tenant's moving costs or utility reassignment costs.

41. TRANSFER

Tenant may not transfer this Agreement to any other UCSF rental property unless agreed to in writing by Housing Services. Transfer approval is dependent on housing availability, applicant pools, and termination of existing Agreement with eligible Replacement Tenant.

42. NOTICES AND COMMUNICATIONS

42.1 *Legal Notices.* All notices required by California or federal law will be delivered by a means set forth in the applicable statute.

42.2 *All Other Communications.* All other communications from UCSF to Tenant may be communicated by email, hand delivery, the Housing Portal, or any other method deemed appropriate by UCSF. Tenant is required to notify Housing Services of email address changes.

43. TERMINATION

43.1 *Termination by the University.* Tenant agrees that the right to use said Rental Property may be terminated for any reason by the University upon thirty (30) days' written notice when tenancy is less than 365 continuous days within the Rental Property, or sixty (60) days' written notice when tenancy is 365 days or more within the Rental Property.

43.2 *Termination due to Disaffiliation, or Marriage/Domestic Partnership, or Military Deployment.* Tenant may apply for termination of the Agreement based on disaffiliation, as defined below, or for marriage/domestic partnership registration, or for active-duty military deployment, provided all of the termination terms and conditions of this Section 43.2 are met. In order for a request to be accepted by the University, Tenant must (1) submit an Application to Terminate in the Housing Portal during University business hours only, (2) state a specific move-out date, which date must fall on a University business day, *and* (3) submit this application to Housing Services no less than 30 days in advance of the desired move-out date.

43.2.1 *Disaffiliation.* A disaffiliation from the University shall mean only the following:

- (1) Tenant's graduation or
- (2) Termination of Tenant's UCSF Affiliation as set forth in Section 1 or
- (3) Tenant's taking a registered, department-approved leave of absence for more than three months (does not include summer breaks or rotations) or
- (4) Tenant's voluntary or involuntary withdrawal from the University.

43.2.2 *Marriage or Registration of Domestic Partnership.* Only if the Rental Property Type (Section 2) is a Double room, a Single room, an Efficiency, or a Jr. 1-Bedroom, and

when Tenant marries or registers a domestic partnership after execution of this Agreement, Tenant may request termination under this provision.

43.2.2 (a) Tenant must apply to terminate this Agreement within 30 days of the Marriage or Domestic Partner registration date.

43.2.2 (b) Tenant must provide Housing Services with a copy of the marriage license or domestic partner registration within thirty (30) calendar days of the marriage or domestic partner registration as a condition of the termination under this section.

43.2.2 (c) The termination will take effect on the later of (1) the date of marriage or registration of domestic partnership, or (2) thirty (30) days after a Termination Application is received by Housing Services.

43.2.2 (d) If Tenant fails to submit a copy of the marriage license or domestic partner registration to Housing Services within thirty (30) calendar days of the marriage or domestic partnership registration, or if Tenant wants to extend the termination date beyond thirty (30) days of the Termination Application, Tenant will be subject to the terms and conditions set forth in Section 43.3, below, and University will treat the Termination Application as if it were submitted under such section.

43.2.3 *Military Deployment.* Tenant must provide documentation of orders requiring active-duty military service deployment at least 30 days in advance of the desired move-out date.

43.3 *Termination by Tenant.* Tenant may apply to terminate this Agreement as set forth below prior to the Termination Date. However, Tenant understands that a termination under this provision is subject to all of the following terms and conditions:

43.3.1 *Application to Terminate.* At least 30 Days in advance of the Move-out Date, Tenant must (1) submit an Application to Terminate in the Housing Portal and, (2) state a specific Move-out Date, which must fall on a University business day. The Move-out Date is when the tenant must move out, return keys, and render possession of the Rental Property back to Housing Services.

43.3.1(a) If the Tenant submits an Application to Terminate at least 30 days before the Move-out Date, Tenant is rent responsible for 30 days after the Move-out Date.

43.3.1(b) If the tenant submits an Application to Terminate less than 30 days before the Move-out Date, Tenant is rent responsible for 60 days from the date Housing confirms receipt of the Application to Terminate.

43.3.1(c) In the absence of an Application to Terminate, Tenant will be rent responsible for 60 Days after the Move-out Date.

43.3.2 *Rent Responsibility.* Submittal of an Application to Terminate does not release Tenant from their Rent Responsibility imposed by this Agreement but initiates a process by which Housing Services offers the Rental Property to eligible applicants. Tenant will be released from Rent Responsibility when the conditions of Section 43.3 have been satisfied.

43.3.3 *Replacement Tenant.* If Housing Services identifies a Replacement Tenant to move into the Rental Property, the Replacement Tenant may begin occupancy at any time. The Occupancy Date by a Replacement Tenant after Tenant's Move-out Date is

dependent on the availability of an eligible Replacement Tenant's acceptance of the Rental Property and the ready date of the Rental Property after turnover. Tenant's Rent Responsibility ends on the Replacement Tenant's Occupancy Date. Tenant understands that there is a risk that no suitable Replacement Tenant may be found.

43.3.4 *Unassigned Units*. Housing Services may offer other unassigned units to applicants prior to offering the Rental Property.

43.4 *Breach of Agreement*. If Tenant or Additional Occupant breaches any term of this Agreement or policy or regulation of the University or The Regents, the University may serve Tenant with any of the following notices, whichever is applicable: a 3-Day Notice to Pay Rent or Quit; a 3-Day Notice to Perform Covenant or Quit; a 3-Day Notice to Pay Rent and Perform Covenant or Quit; a 3-Day Notice to Quit, or such other notice permitted by law. No remedies exercised by the University shall be deemed exclusive. The University may report any such breaches to Tenant's school, program or employing department.

43.5 *Impossibility of the University's Performance*. In the event circumstances prevent the University's performance under this Agreement, such as the destruction of the Rental Property or the Rental Property becoming uninhabitable due to fire, earthquake, or any other casualty or circumstance, this Agreement automatically terminates, and the University has no liability to Tenant to provide any other housing. If Tenant has prepaid rent for the time period after the Rental Property is destroyed or become uninhabitable, the University shall refund the applicable prorated portion of Tenant's payment.

44. CHECKOUT

44.1 *Checkout Process*. Tenant will complete the checkout process upon departure. As part of the checkout process, Tenant will clean the Rental Property, schedule a walk-through inspection with Housing Services, settle outstanding accounts, file a forwarding address with Housing Services, and return keys to the Housing Services office or at the designated drop-box (following posted instructions thereupon), parking permits and any borrowed equipment. Failure to return any keys, permits and borrowed equipment will result in damages (see section 12, KEYS, and 28, PARKING AND SHUTTLE PASSES).

44.2 *Move-out Inspection*. Tenant has a right to a move-out inspection within two weeks of Tenant's move-out date as part of the checkout process. Tenant will be billed for damages (see Section 17, TENANT RESPONSIBILITY AND LIABILITY, above) within 21 days of checkout. Outstanding damages or payments will be turned over to a credit collections agency ninety (90) days after termination of this Agreement.

44.3 *Checkout Time on Move-out Date*. Final checkout time is at 11:00 a.m. on the move-out date. Tenant may check out prior to the termination of this Agreement, however, Tenant is responsible for all payments as they become due through the termination of this Agreement. If Tenant checks out earlier than the Termination Date, Housing Services may take possession and enter the Rental Property at any time for cleaning, maintenance or administrative reasons. If Tenant fails to return all keys at the Checkout Time on Move-out Date, the unreturned key(s) will be considered lost, and Tenant will be responsible accordingly for damages (see section 12.3, *Lost or Stolen Keys*).

45. HOLDING OVER

If Tenant fails to vacate by the Termination Date, by the date set forth on any notice issued

hereunder as a result of a breach of this Agreement, by the date set forth in the Notice of Intent to Vacate (“Application to Terminate”), by the date established due to disaffiliation, or by the amended date approved by Housing Services, Tenant is responsible for any damages as a result of delayed move-out. This includes, but is not limited to, cost of any legal and court fees; rescheduling service contractors (painters, cleaners, etc.); temporary housing arrangements for any incoming tenant who sustains damages for delayed move-in (hotel or temporary housing costs; rescheduling of movers, rental vehicles, temporary storage space, etc.); and excess administrative labor hours performed by UCSF Housing Staff. Tenant will also be charged the established prorated rental charge for each additional day of occupancy, commencing at 11:00 a.m. on the Termination Date. The acceptance of the rental charge will not be deemed a waiver of UCSF's rights hereunder.

46. ABANDONED PROPERTY

Upon termination of the Agreement, Tenant agrees to surrender the Rental Property to the University and to remove all personal property. Any property left in the Rental Property or in common interior or exterior areas, regardless of intent and regardless of duration, shall be deemed abandoned, and the University may move, remove or dispose of such property at Tenant’s cost in accordance with California law and University policy. A service charge will be assessed and billed to Tenant for any incurred labor, storage, or disposal costs. Tenant agrees to pay any such service charge within 90 days of Termination.

47. SEX OFFENDERS

Pursuant to Penal Code Section 290.46, information about specified registered sex offenders is made available to the public via a 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 they reside.

48. MILITARY BASES

Tenant is hereby informed that the Rental Property is located within one mile of former federal or state military ordnance locations.

49. NONDISCRIMINATION STATEMENT

49.1 *Statement.* The University, in accordance with applicable Federal and State law and University policy, does not discriminate on the basis of race, color, national origin, religion, sex, gender identity, pregnancy (includes pregnancy, childbirth, and medical conditions related to pregnancy or childbirth), physical or mental disability, medical condition (cancer related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services (includes membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services). The University also prohibits sexual harassment. This nondiscrimination policy covers admission, access, and treatment in University programs and activities.

49.2 *Inquiries.* Inquiries regarding the University's student-related nondiscrimination policies may be directed to the UCSF Office for the Prevention of Harassment and Discrimination, 3333 California Street, Suite S-16, San Francisco, California 94143-1249, (415) 502-3400,

OPHD@ucsf.edu.

50. PRIVACY NOTIFICATION

Tenant acknowledges that The Regents of the University of California is subject to the California Public Records Act (“CPRA”) and that this Agreement and information collected about the Tenant may constitute a public record of a type that is generally required to be disclosed upon request. The information Tenant provides will be released pursuant to applicable state and federal laws. Individuals have the right to review their own records in accordance with University policy. The person/official responsible for maintaining the information contained on this form is the Assistant Vice Chancellor, Housing & Wellbeing Services.

51. MISREPRESENTATION

Tenant agrees that any false statements made on the UCSF Housing Application for this Agreement may result in UCSF's termination of the Agreement.

52. INDEMNIFICATION

Tenant will defend, indemnify and hold University, its officers, employees, students, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are in connection with, caused by, or result from the negligent or intentional acts or omissions of Tenant, Additional Occupants, Tenant's and Additional Occupant's Guests, and/or their pets and/or assistance animals.

53. CERTIFICATION

Tenant represents, warrants, and certifies that the information herein provided by Tenant is true and correct. Tenant agrees to comply with its terms and conditions, the policies, rules, and regulations pertaining to the occupancy of the Rental Property in University housing and standards of conduct, which are incorporated herein as they presently exist and as they may be amended or modified in the future. Tenant's failure to comply with any of the foregoing may result in a forfeiture or termination of this Agreement.

54. NONWAIVER

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 rental payment after Tenant's breach of any provision of this agreement shall not be deemed a waiver of such provision or any prior or subsequent breach of any provision, other than Tenant's failure to make timely payment of the rental installments accepted, whether or not the University know of the prior breach at the time such rent was accepted.

55. HEADINGS, CAPTIONS, AND GRAPHICS

The parties agree that the headings, captions, and graphics contained in this Agreement are inserted for convenience or reference only and are not to be deemed part of or to be used in

construing this Agreement.

56. SURVIVABILITY

The following provisions will survive expiration or termination of this Agreement: Sections 7 (DISCLOSURES TO ADDITIONAL OCCUPANTS, 10 (RENT AND SERVICE CHARGES), 14 (UNIVERSITY LIABILITY), 17 (TENANT RESPONSIBILITY AND LIABILITY), 23.2 (Smoking-Damages), 26 (PETS), 27 (DISABILITY ACCOMMODATIONS), 34 (MAIL AND PACKAGE DELIVERY), 37.3 (Exterminations at Tenant's cost), 42 (NOTICES AND COMMUNICATIONS), 43.3.3 (Termination by Tenant-Financial Obligations), 43.4 (Termination-Breach of Agreement), 45 (HOLDING OVER), 46 (ABANDONED PROPERTY), 52 (INDEMNIFICATION), 54 (NONWAIVER), 55 (HEADINGS, CAPTIONS, AND GRAPHICS) and 56 (SURVIVABILITY). Those provisions of this Agreement, which by their nature are intended to survive the termination, shall continue as valid and enforceable obligations of the parties notwithstanding the termination or expiration of the Agreement.

57. ENTIRE AGREEMENT

This Agreement contains the entire agreement between Tenant and The Regents with respect to the subject matter of this Agreement, and it supersedes all other prior and contemporary oral or written agreements between Tenant and The Regents with respect to the subject matter of this Agreement. This Agreement is not intended to nor shall it be construed to confer any benefit or privilege on any person not a party hereto.

Effective Date of Agreement: Date when Tenant signs this Agreement.

Housing Services

University of California, San Francisco

1505 4th Street, Suite 101

San Francisco, CA 94143-3100

Housing@ucsf.edu

PHONE: (415) 514-4550

<https://housing.ucsf.edu>