

UNIVERSITY OF CALIFORNIA, SAN FRANCISCO
Campus Life Services, Housing
HOUSING LICENSE AGREEMENT 2023-2024

GENERAL

This Housing License Agreement provides for the legal terms, conditions and policies under which The Regents of the University of California (the “University” or “The Regents”), on behalf of its San Francisco campus (“University” or “UCSF”) and through its Housing Services department (“Housing Services”), as manager of University Housing (as defined below) agrees to license the use of a unit (room, apartment or suite) (“Residential Unit”) in University Housing to the party identified in Section I of this Agreement (“Resident”), according to the terms and conditions of this Housing Agreement (“Agreement”), and under which Resident hereby agrees to move into and occupy the Residential Unit, according to the terms and conditions of this Agreement, and to ensure that the Additional Occupants and Guests (as defined in this Agreement) comply with the terms and conditions, as well.

This Agreement is not a lease and is not subject to California landlord-tenant laws. It is a license to occupy institutional housing as part of the academic community that the University has created as an integral aspect of the academic experience. A license is a revocable contract, and as such, the University retains the right to revoke the license to occupy University Housing granted hereunder at any time. This Agreement does not grant rights to or possession of any particular Residential Unit or type of housing. Individual Residents are not entitled under this Agreement to occupy any specific Residential Unit. A Resident may be temporarily or permanently relocated to other housing or denied the privilege to live in any Residential Unit at any time in accordance with the policies of The Regents and UCSF, for emergency purposes, or as required by law.

1. RESIDENT'S PERSONAL INFORMATION

Only those persons listed in this Section 1 may reside in the University Housing.

Name (“Resident”):

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 Resident:

Name:

Birth Date:

Affiliation:

Third Adult Additional Occupant living with Resident:

Name:

Birth Date:

Affiliation:

Fourth Adult Additional Occupant living with Resident:

Name:

Birth Date:

Affiliation:

Children:

Name:

Birth Date:

Name:

Birth Date:

Name:

Birth Date:

Name:

Birth Date:

2. RESIDENTIAL UNIT INFORMATION

Residential Unit:

Type:

Monthly Housing Fee:

Effective Date:

Termination Date:

3. DEFINITIONS

3.1 This Agreement refers to several residential communities by their respective names:

3.1.1 University Housing in ZIP Code 94107 is collectively known as "Tidelands."

3.1.2 University Housing in ZIP Code 94115 is collectively known as "Mount Zion."

3.1.3 University Housing in ZIP Code 94122 is collectively known as "Avenues Houses" and "145 Irving Street."

3.1.4 University Housing in ZIP Code 94131 is collectively known as "Aldea San Miguel."

3.1.5 University Housing in ZIP Code 94158 is 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 Resident 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*. Resident acknowledges that the Residential Unit may be occupied under a Housing License Agreement only by a UCSF Affiliate as defined in Section 3.4, and Resident

states that they meet such eligibility requirement. Resident agrees to notify Housing Services immediately when Resident's Section 1 UCSF Affiliate category changes. Resident will be given up to thirty (30) days after the date of change or disaffiliation to vacate the Residential Unit. Notwithstanding the foregoing, Resident is subject to all the provisions in this Agreement until all such provisions are met. If Resident fails to leave the Residential Unit on the date indicated by Housing Services, Resident will be deemed a holdover Resident 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 Resident 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 Use and Occupancy and Compliance. This Agreement becomes effective on the date Resident signs this Agreement. The term of the license granted in this Agreement is a fixed period beginning on the Effective 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 Residential Unit to Resident on the Effective Date, the University shall not be liable for any delay in delivery of possession. If the University fails to deliver possession of the Residential Unit to Resident on the Effective Date, Resident's obligation to pay Housing Fees 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 Residential Unit 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 Residential Unit is rendered Temporarily Uninhabitable, as determined solely by Housing Services, the University is under no obligation to provide alternative accommodations, and Resident is under no obligation to pay prorated Housing Fees for the days that the Residential Unit is uninhabitable. In the event that the University provides any alternative temporary housing accommodation, Resident will be obligated to pay prorated Housing Fees.

5.2 Assignment and Sublicensing. Resident and the University agree that this Agreement is solely for the license and occupancy of the Residential Unit by Resident and Additional Occupants. Resident shall not assign this Agreement or any interest in it, or sublicense the right to occupy a Residential Unit or any part thereof, or permit the use or occupancy of the Residential Unit or any part thereof by anyone other than Resident and Additional Occupants except as otherwise stated herein. Resident shall not advertise the Residential Unit for sublicense 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. Resident 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

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

7. ADDITIONAL OCCUPANTS

7.1 Resident is allowed a limited number of Additional Occupants (e.g., partners, spouses, roommates, children) in the Residential Unit with Resident, subject to the below, and subject to Resident's and the Additional Occupants' compliance with the terms of this Agreement.

7.2 *Additional Occupants' Monthly Housing Fees.* Resident will not collect more than 100% of the Monthly Housing Fees (Section 2) from any Additional Occupants jointly as shared payment toward the Monthly Housing Fees. Housing Services has the right to disclose the Monthly Housing Fees to the Additional Occupants at any time. Housing Services also has the right to disclose all content of this Agreement, and information pertaining to its Termination, to Additional Occupants.

7.3. *Maximum Numbers of Additional Occupants.* The University Housing Type (Section 2) determines the maximum number of persons permitted to live in the Residential Unit. Resident agrees that at no time will the number of persons living in the Residential Unit exceed the following:

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

7.3.2. Single: 1 Adult per bedroom, no Children

7.3.3. Efficiency: 1 Adult, no Children

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

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

7.3.6. 1-Bedroom: 2 Adults and 1 Child

7.3.7. 2-Bedroom: 2 Adults and 2 Children, or 3 Adults and 1 Child

7.3.8. 3-Bedroom: 3 Adults and 2 Children, OR 2 Adults and 4 Children

7.3.9. 4-Bedroom: 4 Adults and 4 Children

7.4 *Notification.* Resident agrees to notify Housing Services immediately when any of the Additional Occupants ceases to live at the Residential Unit.

7.5 *Approval.* Resident is required to obtain Housing Services' prior written approval for Additional Occupants before permitting additional persons to live in the Residential Unit.

8. DISCLOSURES, NOTICES & WARNINGS

Certain disclosures and notifications concerning University Housing and University policies are provided in Addendum 1 to this Agreement and incorporated herein by this reference.

9. INITIAL HOUSING FEES PAYMENT

The monthly charges for the occupancy of the Residential Unit ("Housing Fees") are based on

the Resident's housing eligibility and the type of housing. Rates are based on the annual housing rates that are approved for the 2023-24 University calendar year. Resident agrees to pay the University at the time of Resident's signing this Agreement the equivalent of the Monthly Housing Fees as set forth in Section 2 ("initial Housing Fees payment"). If the initial Housing Fees 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 Housing Fees payment is not refundable, except as otherwise stated herein. The initial Housing Fees payment will be applied toward the first month's Housing Fees only and will not be used to protect against, or pay for, damages to the Residential Unit and will not be returned in any amount upon move-out, regardless of the condition of the Residential Unit. Any balance from the initial Housing Fees payment will be applied first to any outstanding service charges and assessments and then to the subsequent month's Housing Fees. Resident will forfeit this initial Housing Fees payment if Resident seeks to terminate this Agreement for any reason prior to the Effective Date, and Resident will be subject to Section 43.3 (Termination by Resident), 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. HOUSING FEES AND SERVICE CHARGES

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

10.2 *Methods of Payment.* Resident agrees to pay the Monthly Housing Fees only by check, money order, credit card, debit card, or by Electronic Funds Transfer. The University will not accept cash as a form of Housing Fees 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 Housing Fees 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.* Resident 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 Additional Service Charges. The Monthly Housing Fees will be delinquent if not received in full by Housing Services on or before 5:00 p.m. on the twenty-first (21st) day of the month in which it is due. A late Service Charge will be applied if the Resident's balance is not paid by the 21st day of that month, whether if it falls on a business day or not. This late fee will be applied after the 21st and before the end of the month. The late service charge is calculated based on administrative staff time spent to process and track the late charge, plus interest accrued after 21 days. This late charge does not establish a grace period or waiver; the University may make written demand for payment if Monthly Housing Fees are not paid on their 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 Housing Fees, service charges, key-and-lock service charges, returned-check service charges, custodial or property damage assessments, parking and garage license fees, and extra storage space fees, will be applied first to that balance due and then to the Housing Fees. If the payment is not sufficient to cover both the assessments/service charge(s) and the Monthly Housing Fees, the Monthly Housing Fees will be deemed delinquent if not paid in full by the seventh (7th) day of the month the Monthly Housing Fees are due. Resident and the University agree that the late charge is presumed to be damages sustained because of Resident's late payment of Monthly Housing Fees, not a penalty, as it is impracticable or extremely difficult to fix the actual damages. In addition to the foregoing, should the Resident fail to pay Housing Fees 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 an administrative hold on future course registration.

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

10.3.3 Terminate this Agreement and Resident's license to occupy a Residential Unit, in accordance with Section 43.4 below.

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

10.3.5 Take any action permitted by law.

10.4 Returned Checks, Returned EFT, and Automatically Recurring Account Update. Resident agrees to pay a service charge of \$40.00 if a financial institution returns a check, EFT, credit, or debit card payment for any reason. Resident must replace the returned payment plus the service charge and University late charge. If the financial institution returns Resident's payment more than once, University may require that all future Housing Fees be paid with a cashier's check or money order. The Resident 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 Housing Fees will be prorated. The prorated per-night charge will be calculated by the total month's Housing Fees divided by the number of days in that month.

10.6 Service Included in Housing Fees. Recycling, composting, and trash hauling services are included in the Monthly Housing Fees. Resident 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 Resident's University Affiliation, Resident 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 Resident.

11. UTILITIES

11.1 *Electric and Gas.* Resident must contract with PG&E for services to begin on the Effective Date, except in those properties defined in Section 11.2. The University will charge the Resident for any PG&E bill paid on the Resident's behalf. Resident shall pay the University an additional \$40.00 service charge for each month, or portion of a month, that Resident fails to obtain such services. Resident must retain PG&E services until expiration or termination of this Agreement. Resident 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 Housing Fees, except at the following Avenues Houses addresses where Resident must contract independently for services: 1420 5th Avenue, 1428 5th Avenue, 1452 5th Avenue, 1454 5th Avenue, 1460 5th Avenue, and 1490 5th Avenue. Resident at these addresses will contract for water and sewer services through the San Francisco Public Utilities Commission. The University will charge the Resident for any water and sewer bill paid on the Resident's behalf. Resident shall pay the University an additional \$40.00 service charge for each month, or portion of a month, that Resident fails to obtain such services. Resident must retain water and sewer services until expiration or termination of this Agreement. Resident 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 Housing Fees 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.* Resident will be issued one set of keys and/or fobs for the Residential Unit. Except as otherwise stated below, UCSF will issue one duplicate set of keys for each Adult Additional Occupant listed in Section 1.1. Upon Resident's request, University may issue Resident 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 Resident's Guests.

12.2 *Duplicate Sets.* Resident will not duplicate keys and/or electronic fobs.

12.3 *Lost or Stolen Keys.* Resident 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 Residential Units with more than one Resident, this may include lock changes and key reissuance for other Residents' 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. Resident 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 Resident is locked out of the Residential Unit, Resident 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 Resident 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 Resident will be charged accordingly. At Mount Zion, a temporary access code may be provided to Resident in lieu of a key. During office closures, Resident may contact the UCSF Police and Security Officers at (415) 476-1414 for assistance. Resident 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 may be waived a maximum of two times. Resident 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 Resident. Resident 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 Resident in lieu of a key.

12.6 *Shared Accommodations.* If Resident 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), Resident shall have no right to occupy other bedrooms and may not check out keys and/or fobs to access other bedrooms, in the University Housing.

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

12.8 *Propped Door.* Resident shall not prop open the front door to the building, fire doors, fire exits, 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 Residential 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 Residential Unit, even if the Additional Occupant is a UCSF Affiliate.

13.3 *Time Limits to Occupancy Term.* Resident 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.* Resident agrees that the University does not assume liability for loss, damage, fire, or theft of personal property from any cause, or when personal property is abandoned in the Residential Unit when Resident 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 Resident's sole expense, the University shall dispose of personal property left in a Residential Unit 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 *Use of Fitness Room at Tidelands and Mount Zion.* If the Resident's address is at Tidelands or at Mount Zion, the Resident and Additional Occupant may access the Fitness Room at the respective property. Resident acknowledges the limitations of the University's liability when using the Fitness Room's facilities and equipment, for Resident and Additional Occupant.

14.2.1 *Waiver.* In consideration for permission to use, today and on all future dates, the property, facilities, staff, equipment, and services of the Fitness Room. Resident 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.

14.2.2 *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.

14.2.3 *No Guests Permitted/Indemnification and Hold Harmless.* Non-Residents and Guests are not permitted to use the Fitness Room. Resident agrees not to allow Guests to access the Fitness Room. Resident 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

Construction, renovation, and repair projects (both on and off the UCSF Campuses) will necessarily cause increased noise around directly involved and nearby residences. Any Resident in affected areas should be prepared to accept the unavoidable aspects of life in a neighborhood under construction and post-construction. While UCSF takes reasonable measures to minimize the impact of its construction activity, UCSF is not liable for any inconveniences to Resident's use and occupancy or to its property due to construction activities. If Resident needs to temporarily or permanently relocate while work is underway will remain under contract and Resident will not be released from this Agreement 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 reduction in Housing Fees.

16. REPAIRS AND ALTERATIONS; ATTACHMENTS; EARTHQUAKE DAMAGE PREVENTION

16.1 *Repairs and Alterations.* Resident agrees not to make any repairs or alterations to the Residential Unit. Resident will not place stickers, adhesives, or screws or nails larger than ¼ inch in diameter onto the walls or ceilings. Resident will not paint any part of the Residential Unit. Resident will not perform or arrange for others to perform any repairs to damages or any corrections of deficiencies in the Residential Unit whether during this Agreement's term or after the Termination Date. The foregoing shall not limit Resident's right to request that University repair damage, correct deficiencies, or otherwise service the Residential Unit. Resident shall be liable for any damage done to the Residential Unit or deficiencies created by Resident, normal

wear and tear excepted.

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

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

17. RESIDENT RESPONSIBILITY AND LIABILITY

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

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

17.3 *Joint and Several Liability.* Resident is jointly and severally liable for any damage to common areas of a shared Residential Unit.

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

17.5 *Insurance.* Resident will procure insurance to protect against loss or damage Resident may cause or sustain. Resident may access the UCSF Housing Services website for more information on purchasing such insurance. The University does not carry or provide Resident's Insurance or any other insurance covering personal property and the University is not liable for and does not assume any responsibility for theft, destruction, malfunction, failure, or loss of money, valuables or other personal property belonging to, or in the custody of, any Resident or Additional Occupant from any cause whatsoever, whether such loss occurs in the Residential Unit or in a storage area or public areas.

17.6 *UCSF Housing COVID-19 Policies.* Resident 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.* Resident is required to show a minimum \$100,000 insurance policy, naming the University as an additional insured, for any waterbed placed by Resident in the Residential Unit. Housing Services reserves the right to inspect the waterbed and Residential Unit periodically and may require remedies or payment for property damage or damage prevention.

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

19. RESIDENT-TO-RESIDENT DISPUTES

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

20. RIGHT OF ENTRY

20.1 *Right to Enter.* The University reserves the right to enter Residential Units at any reasonable time for the purpose of inspecting the Residential Unit, ascertaining whether the requirements of this Agreement are being complied with, for maintenance or repairs, or for any other reasonable purpose. Inspections and repairs may be conducted while the Resident is absent. No notice of entry is required, but if a Resident is absent from the Residential Unit when inspection or work takes place, the University will leave notification of entry.

20.2 *Right to Inspect on Move-out.* Prior to and after the move-out of any Resident or Additional Occupant, the University will conduct inspection, cleaning, and repair work in the Residential Unit (including common areas in apartments and suites).

20.3 *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.

20.4 *Emergency and Alarms.* In the event of an emergency, entry can occur at any time. No notice of entry is required to respond to an emergency or an alarm, (2) if Resident is present and consents to the entry at the time of entry, or (3) after Resident has abandoned or surrendered the Residential Unit.

21. USE OF UNIVERSITY HOUSING AND UNIVERSITY PROPERTY

21.1 *As Private Residence Only.* Resident agrees that the Residential Unit shall be used solely as a private residence and is not intended to serve as a business center for personal profit, including room sharing or renting a Residential Unit to others. Resident shall not conduct activities of a business or commercial nature on University property. Resident shall not register a business at the Residential Unit's address. The installation and use of servers and other electronic equipment for a private business is not allowed.

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.* Resident agrees to prepare meals only in the kitchen. Resident 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.* Residents may have temporary visitors, including overnight guests ("Guests"), in their Residential Unit as long as the Guest occupies only the Resident's Residential Unit for the duration of the visit and the Resident has the agreement of their roommate(s) (if any). Guests must be accompanied in the Residential Unit and may not be provided with a key or access card. Resident 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 Residents,

Resident may host a Guest overnight for up to one week (7 nights cumulative) in any consecutive three-month period. If in shared housing, Resident shall obtain written permission from Resident's roommate(s) and housemates before a Guest is permitted to stay overnight.

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

23. SMOKING; PROHIBITED SUBSTANCES

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 Resident smokes or permits smoking in the Residential Unit, Resident 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.

23.3 Controlled Substances. The unlawful manufacture, distribution, dispensation, possession, and/or use of controlled substances is prohibited on any University property.

23.4 Hazardous Materials and Waste. Hazardous materials (such as fuels, antifreeze, dry ice, nail polish removers, aerosols, paint, and cleaning chemicals) must not be used or stored in or around Residential Housing. If a material is deemed hazardous, it will be removed immediately by the University staff. Regulated waste, including hazardous materials, batteries and light bulbs, and electronic waste, may not be disposed of in the trash.¹

24. SOLICITATION

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

25. NOISE

Resident 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 would or could disturb others.

26. PETS

26.1 Property Restrictions. Resident may apply to keep a pet at specifically designated properties. Unless Housing Services provides written permission to have a pet, Resident shall not keep pets, with the exceptions of fish in tanks (maximum 5-gallon tank), in the Residential Unit. This prohibition shall apply also to Resident's Guest's pets, regardless of the length of the visit. Resident 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 Resident violates this provision.

26.2 Approval; Deposits and Pet Fees. Resident must have written approval from Housing Services prior to permitting a pet into the Residential Unit. Resident is liable for any injuries or damages caused by the pet. Resident will comply with the UCSF Housing Assistance Animal and Pet Policy, available on the Housing Services website. If Resident 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 fees in accordance with the UCSF Housing Pet Policy. If Housing Services, at its sole discretion, determines that Resident is keeping an unapproved pet for any amount of time, the Resident will be financially responsible for pet deposits and pet fees for the entire term of this Agreement, beginning on the Effective 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 Resident 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 Resident allows pets in the Residential Unit, Resident 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 Resident, 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 Resident 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 Residential Unit.

27.3 Approval. Resident 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 Residential Unit.

27.4 Policies Related to Disability Accommodations. Resident is liable and financially responsible for any injuries or damages caused by the service animal or assistance animal. Resident will comply with the UCSF Housing Assistance Animal and Pet Policy, available on the Housing Services website. If Resident is approved for a service or assistance animal, a copy of this policy will be available in the Housing Portal. Any failure to comply with the foregoing Policy shall be cause for the University to promptly require that any service or support animal be removed from University property. In such an event, the Resident, but not the animal, will remain welcome in University Housing and the University will engage the Resident to determine whether the Resident can identify an alternative form of accommodation. The University is also entitled, but not obligated to, report to the animal control authorities of the City and County of San Francisco any animal that it reasonably believes is not being maintained in compliance with animal health and safety provisions or any instance where the University believes that an animal

is subject to abuse by the person it serves.

28. PARKING AND SHUTTLE PASSES

28.1 *Designated Parking Spaces.* Resident 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. Resident agrees to adhere to all UCSF parking regulations, including those outlined in the Resident Handbook available on the Housing Services website. Resident agrees not to charge any electrically powered vehicles, including, but not limited to, cars, scooters, mopeds, and motorized bicycles ("Electrical Vehicles") at the University Housing or at any UCSF facility, unless such facility is designated for such purpose.

28.2 *Aldea San Miguel:* Housing Services will issue Resident one parking permit and corresponding space at no cost. Unless the Residential Unit is a junior one-bedroom, Resident 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 Resident's expense. Resident may not store personal items in parking spaces, and Resident will be liable for any removal, relocation, or disposal costs. Resident may obtain one shuttle pass for the term of this Agreement for use by Resident and for each Additional Occupant names in Section 1.1. If a parking permit is lost or stolen, Resident will pay \$40 per replacement parking permit and shuttle pass. Resident 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 Resident's expense. Residents 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, Resident may not obtain a garage space or a city permit for street parking.

28.5 *Mission Bay and 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.* Resident 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

Resident 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. Resident agrees not to keep or permit to be kept in or about the University Housing (including assigned storage area) the following items.

30.1.1 *Hazardous Materials.* Resident 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.* Resident shall not use or store candles or incense.

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

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

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

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

30.5 *Fire Alarm Evacuation.* When present in the property, Resident, 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, Tidelands, Mount Zion, and 145 Irving Street (Avenues) buildings.

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

Resident 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. Resident will not possess hoverboards while in any University Housing or on the grounds.

33. CLEANING, STORAGE AND COMMON AREAS

33.1 *Daily Maintenance.* Resident agrees to be responsible for and participate fully in the cleaning, trash removal and overall general daily maintenance of the Residential Unit. When Resident 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 Resident for any incurred labor, storage, or disposal costs.

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

33.3 *Obstructions in Common Areas.* Resident will not store personal items in common areas (lobbies, interior and exterior corridors, study lounges, stairwells, courtyards, patios, lawns, lounges, community rooms, etc.) Resident shall store personal property only in those areas specifically and solely assigned to Resident. Resident 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. Resident 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, Resident will not store personal items, with the exception of laundry products and non-motorized bicycles, in University Housing basement or garage. At Tidelands, Resident will not store any personal items in the garage.

33.5 *Alcoves.* At some University Housing locations in Mission Bay and Aldea San Miguel, an alcove connects the University Housing 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 Resident's property loss or damage (see your Housing Agreement section 14.1 *Loss, Damage, Etc.*). The Resident will be responsible for any storage in alcoves that causes damage or injury (see your Housing Agreement 17.1 *Resident 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 Resident. Housing Services will not store or forward Resident's mail or personal deliveries after Termination of this Agreement. Housing Services will not compensate Resident 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. Resident 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. Resident 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. Resident'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 Resident. A service charge will be assessed and billed to Resident for any incurred labor, storage, cleaning, or disposal costs.

35. RECYCLING, COMPOSTING, AND TRASH

Resident agrees to participate in the recycling and composting program. The University provides recycling and composting bins in or near residential buildings. Resident is required to separate recyclables, compost, and trash and to dispose of them in the appropriate containers. Resident agrees not to leave recyclables, compost, and trash in public areas. Resident 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 Resident's failure to sort and dispose of recyclables, compost, and trash as provided in this Agreement.

36. MOLD AND MILDEW

Resident is required to take steps to control the growth of mold and mildew (1) by keeping the Residential Unit 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 Residential Unit.

37. PESTS and EXTERMINATION

37.1 Extermination Services. Resident 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 Resident, will provide extermination services at no additional charge to Resident for rodents, insects, spiders, bed bugs, and other pests except as described in section 37.3 and 37.4 below.

37.3 Exterminations at Resident's cost. After the initial extermination, Resident will pay for any additional extermination by the University when the University deems such additional extermination necessary. Resident will pay for any extermination for unreported pests that are discovered in the Residential Unit after move-out and prior to any new Resident's Effective Date.

37.4 *Fleas*. Resident will pay for any extermination for fleas brought into the Residential Unit.²

38. FURNISHINGS

38.1 *Appliances*. All University Housing 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*. Residential Units at Aldea San Miguel, Mission Bay, Mount Zion, Faculty-designated properties at the Avenues Houses, and 145 Irving Street are unfurnished. Resident will provide furniture.

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

38.4 *Window curtains and blinds*. Resident shall not remove the window curtains or blinds provided by the University.

39. SHARED AND GROUP ACCOMMODATIONS

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

40. REASSIGN BY UNIVERSITY

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

41. TRANSFER

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

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 Resident may be communicated by email, hand delivery, the Housing Portal, or any other method deemed appropriate by UCSF. Resident is required to notify Housing Services of email address changes.

43. TERMINATION

43.1 *Termination by the University*. Resident agrees that the right to use said Residential Unit

may be terminated for any reason by the University upon thirty (30) days' written notice.

43.2 Termination due to Disaffiliation, or Marriage/Domestic Partnership, or Military Deployment. Resident 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, Resident must (1) apply 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. The Disaffiliation must occur prior to the Termination Date. A disaffiliation from the University shall mean only the following:

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

43.2.2 Marriage or Registration of Domestic Partnership. Only if the Residential Unit Type (Section 2) is a Double room, a Single room, an Efficiency, or a Jr. 1-Bedroom, and when Resident marries or registers a domestic partnership after execution of this Agreement, Resident may request termination under this provision.

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

43.2.2 (b) Resident 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 Resident 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 Resident wants to extend the termination date beyond thirty (30) days of the Termination Application, Resident 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. Resident 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 Resident. Resident may apply to terminate this Agreement as set forth below prior to the Termination Date. However, Resident 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, Resident must (1) apply 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 Resident must move out, return keys, and render possession of the Residential Unit back to Housing Services.

43.3.1(a) If the Resident applies to Terminate at least 30 days before the Move-out Date, Resident is responsible for Housing Fees for 30 days after the Move-out Date.

43.3.1(b) If the Resident applies to Terminate less than 30 days before the Move-out Date, Resident is responsible for Housing Fees 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, Resident will be responsible for Housing Fees for 60 Days after the Move-out Date.

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

43.3.3 *Replacement Resident.* If Housing Services identifies a Replacement Resident to move into the Residential Unit, the Replacement Resident may begin occupancy at any time. The Effective Date by a Replacement Resident after Resident's Move-out Date is dependent on the availability of an eligible Replacement Resident's acceptance of the Residential Unit and the ready date of the Residential Unit after turnover. Resident's Responsibility for Housing Fees ends on the Replacement Resident's Effective Date. Resident understands that there is a risk that no suitable Replacement Resident may be found.

43.3.4 *Unassigned Residential Units.* Housing Services may offer other unassigned Residential Units to applicants prior to offering the Residential Unit.

43.4 *Breach of Agreement.* The University may terminate this Agreement and a Resident's occupancy rights provided by this Agreement at any time, after giving notice, if the Resident has failed to pay any amount due to the University under this Agreement or if a Resident or Additional Occupant breaches any term of this Agreement or policy or regulation of the University or The Regents (including, but not limited to, conduct in violation of the rights of others under University or The Regents' Policies, alcohol or drug use violations, or misrepresentation of facts during the University Housing application or assignment process).

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 Residential Unit or the Residential Unit becoming uninhabitable due to fire, earthquake, or any other casualty or circumstance, this Agreement automatically terminates, and the University has no liability to Resident to provide any other housing. If Resident has prepaid Housing Fees for the time period after the Residential Unit is destroyed or become uninhabitable, the University shall refund the applicable prorated portion of Resident's payment.

44. CHECKOUT

44.1 *Checkout Process.* Resident will complete the checkout process upon departure. As part of the checkout process, Resident will clean the Residential Unit, 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.* Resident has a right to a move-out inspection within two weeks of Resident's move-out date as part of the checkout process. Resident will be billed for damages (see Section 17, RESIDENT 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. Resident may check out prior to the termination of this Agreement; however, Resident is responsible for all payments as they become due through the termination of this Agreement. If Resident checks out earlier than the Termination Date, Housing Services may take possession and enter the Residential Unit at any time for cleaning, maintenance or administrative reasons. If Resident fails to return all keys at the Checkout Time on Move-out Date, the unreturned key(s) will be considered lost, and Resident will be responsible accordingly for damages (see section 12.3, *Lost or Stolen Keys*).

45. HOLDING OVER

If Resident 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, Resident 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 Resident 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. Resident will also be charged the established prorated charge for Housing Fees for each additional day of occupancy, commencing at 11:00 a.m. on the Termination Date. The acceptance of Housing Fees will not be deemed a waiver of UCSF's rights hereunder.

46. ABANDONED PROPERTY

Upon termination of the Agreement, Resident agrees to surrender the Residential Unit to the University and to remove all personal property. Any property left in the Residential Unit 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 Resident’s cost in accordance with California law and University policy. A service charge will be assessed and billed to Resident for any incurred labor, storage, or disposal costs. Resident 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

Resident is hereby informed that the Residential Unit 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

Resident 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 Resident may constitute a public record of a type that is generally required to be disclosed upon request. The information Resident 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

Resident 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

Resident 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 Resident, Additional Occupants, Resident's and Additional Occupant's Guests, and/or their pets and/or assistance animals.

53. CERTIFICATION

Resident represents, warrants, and certifies that the information herein provided by Resident is true and correct. Resident agrees to comply with its terms and conditions, the policies, rules, and regulations pertaining to the occupancy of the Residential Unit 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. Resident'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 payment of Housing Fees after Resident'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 Resident's failure to make timely payment of the Housing Fee installments accepted, whether or not the University know of the prior breach at the time such installment 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 (HOUSING FEES AND SERVICE CHARGES), 14 (UNIVERSITY LIABILITY), 17 (RESIDENT RESPONSIBILITY AND LIABILITY), 23.2 (Smoking-Damages), 26 (PETS), 27 (DISABILITY ACCOMMODATIONS), 34 (MAIL AND PACKAGE DELIVERY), 37.3 (Exterminations at Resident's cost), 42 (NOTICES AND COMMUNICATIONS), 43.3.3 (Termination by Resident-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 Resident 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 Resident 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. Should any term, clause or provision of this Agreement be determined by any final decision of any court to be wholly or partially illegal or invalid, the validity of the remaining terms, clauses, and provisions shall not be affected thereby, and said illegal or invalid term, clause or provision shall be deemed not to be a part of this

Agreement.

58. GOVERNING LAW; JURISDICTION AND VENUE

This Agreement is to be construed and interpreted in accordance with the laws of the State of California, excluding its conflict-of-laws rules. The venue for any legal action involving this Agreement will be either the United States District Court for the Northern District of California or the Superior Court of California in the City and County of San Francisco. Exclusive jurisdiction as to any claim or action arising out of or relating to this Agreement shall be in those Courts, and Resident and the University hereby submit to the personal jurisdiction of those Courts with respect to such claims and actions.

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

Resident's Signature

Date

Housing Services for the UC Regents

Date

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>

Addendum No. 1

Notices and Disclosures

Asbestos: Asbestos may be found in properties that were built before 1980. The following Residential Units may be affected:

Aldea San Miguel – only 105 Behr Avenue, 165 Johnstone Drive, and 175 Johnstone Drive
Avenues Houses – all addresses except 145 Irving Street
Mount Zion Housing – all addresses

Asbestos is a chemical known to the State of California to cause cancer. The parts of the University's Residential Housing that are most likely to contain asbestos include, but may be limited to, the following: joint compounds on the walls, thermal systems insulation, flooring, and texture coat on the walls and ceilings. Residents or their contractors or guests shall not disturb any surfaces (e.g., through drilling, cutting, or inserting hooks, nails, or other materials), nor shall Residents or their contractors or guests remove or disturb any insulation, without first consulting the University. Additionally, Residents shall notify Housing Services immediately in writing if any disturbance occurs or if Residents notice any damage to or deterioration of any portion of the Residential Unit, including, for example, flaking, loose, cracking, hanging, or dislodged material, water leaks, or stains on the ceiling.

The University has an ongoing asbestos management program and may perform inspections, monitoring, and repairs, as necessary, to conform to federal and California-specific health and safety standards. If abatement or removal of asbestos is required, affected Residents may be relocated to a new Residential Unit.

Bed Bugs: California Assembly Bill 551 requires landlords to provide information about bed bugs to prospective renters and current Residents. The availability of this information does not imply that any specific Residential Unit has had a bed bug infestation; this information is provided as general information in compliance with California state law.

[https://campuslifeservices.ucsf.edu/upload/housing/files/Bed_Bug_Notice_\(AB_551\).pdf](https://campuslifeservices.ucsf.edu/upload/housing/files/Bed_Bug_Notice_(AB_551).pdf)

Flood Zone Warning: California state law AB 646 (effective July 1, 2018) requires flood hazard info in rental agreements. This section applies only to the following properties:

Mount Zion Housing – all addresses

Neither UCSF nor Housing Services has received written notice from any public agency stating that the property is located in a special flood hazard area or an area of potential flooding. However, the property is located in a special flood hazard area or an area of potential flooding, according to the City of San Francisco Flood Map: <https://sfplanninggis.org/floodmap/>

UCSF currently carries flood insurance on the property. UCSF's insurance does not cover the loss of the Resident's personal possessions and it is recommended that the Resident consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

Residents may obtain information about hazards, including flood hazards, that may affect the property from the web site of the Office of Emergency Services, <https://www.caloes.ca.gov/>, including the MyHazards tool: <https://myhazards.caloes.ca.gov/>.

UCSF is not required to provide additional information concerning the flood hazards to the property and that the information provided pursuant to this section is deemed adequate to inform the Resident.

Infectious Diseases: The University’s housing properties are communal living facilities, which may present a risk of exposure to transmissible diseases that can cause serious illness and death. To reduce your risk of infection, practice frequent hand washing, social distancing, keeping current with vaccinations, and other measures recommended by public health officials. For more information, see <http://www.cdc.gov> and <http://www.cdph.ca.gov>.

Lead: Federal and California law requires that notice be provided to persons who are exposed to even extremely small quantities of lead. Housing built before 1979 may contain lead-based paint. The following Residential Units may be affected:

- Aldea San Miguel – only 105 Behr Avenue, 165 Johnstone Drive, and 175 Johnstone Drive
- Avenues Houses – all addresses except 145 Irving Street
- Mount Zion Housing – all addresses

Lead from paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. The University has an ongoing testing program for lead in older Residential Housing units which may contain lead-based paint. All paint used by UCSF Housing Services after 1978 has been free of lead. The University of California also requires interior and exterior painting be done using latex with low- or no-Volatile Organic Compounds (VOCs). For more information, see <https://www.epa.gov/lead/protect-your-family-lead-your-home-english>

Megan's Law: California state law requires the following notice regarding registered 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 <http://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.”

Military Base Disclosure: Resident is hereby informed that the Residential Unit is located within one mile of former federal or state military ordnance locations.

Mold and Mildew: Mold and mildew are naturally occurring fungi present in the air and on surfaces. UCSF Housing Services has inspected the unit prior to Resident’s occupancy and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the Property, it can cause mildew and mold to grow. It is important that Resident regularly allow air to circulate in the Property. It is also important that Resident keep the interior of the unit clean and that they promptly notify Housing Services of any leaks, moisture problems, and/or mold growth. Resident agrees to maintain the Property in a manner that prevents the occurrence of an infestation of mold or mildew in the premises.

Pesticide Use: UCSF’s exterminations vendor “Pestec” will provide a notice (flyer) inside a Residential Unit after any pesticide treatment. Pestec’s extermination services within campus housing are managed

through UCSF Facilities Services-Grounds. State law (California Business and Professions Code, Sec. 8538) requires that the following information be provided after pesticide treatment within a property: CAUTION—PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies contracted by UCSF are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

Privacy Notification: The Regents of the University of California is subject to the California Public Records Act (“CPRA”) and information collected by the University may constitute a public record of a type that is generally required to be disclosed upon request. Information will be released as required by 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.

Proposition 65 Notice: Proposition 65, more formally known as the Safe Drinking Water and Toxic Enforcement Act of 1986, is a California law passed by citizen initiative. Prop 65 contains compliance exemptions for all federal, state and local government agencies. As the University of California is a state agency, UCSF is exempt from monitoring properties for the chemicals named in the legislation.

I, the undersigned, attest that I have read and understood the Notices and Disclosures included in this Addendum to the UCSF Housing License Agreement.

Resident’s signature

Date