

University of California, Davis
Student Housing & Dining Services
2023-2024 Residence Hall Contract

PART I – DECLARATIONS

1. **PARTIES:** This CONTRACT is between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a corporation, hereinafter referred to as "the University" and

hereinafter referred to as "Student".

2. **TERMS:**

- A. **CONTRACT TERM:** The term of this Contract shall be for the academic year beginning **September 19, 2023** through **June 13, 2024**.
- i. Fall Quarter Contract Dates: September 19, 2023 to December 16, 2023
 - ii. Winter Quarter Contract Dates: January 5, 2024 to March 28, 2024
 - iii. Spring Quarter Contract Dates: March 28, 2024 to June 13, 2024
- B. **CANCELLATION TERMS:** The terms for cancelling this contract are set forth below.
- i. Cancellation deadline: June 30, 2023
 - ii. Exception to cancellation deadline:
 - a. For a student whose contract commences during winter or spring quarter, the deadline to cancel this contract is the day prior to the contract's start date for that quarter. The student shall be responsible for the cancellation fee.
- C. **CONTRACT FEE TERMS**
- i. [Residence Hall Fee Schedule](#), hereby incorporated by reference
 - ii. Reservation Fee: \$250
 - iii. Contract Cancellation Fee: \$250
 - iv. Additional fees are listed in the Guide to Student Housing and Dining Services
 - v. Dispute of any housing fee 90 days after it has been posted to the student account will not be considered.

3. **THE UNIVERSITY SHALL:**

- A. Provide the Student a space in a Residence Hall at UC Davis. The University, at its sole discretion, reserves the right to utilize single rooms for double occupancy and double rooms for triple occupancy and, if such occurs, the Student shall be charged a lower room rate as determined by the University. In addition, the University reserves the right to reduce the number of residents per room, as space becomes available. The terms and conditions set forth herein are applicable to single, double, and triple occupancy rooms occupied by one, two, or three residents. Room furnishings for the Student include a bed, mattress, desk, bookshelf, chair, chest of drawers, study lamp and wastebasket. Each room contains window coverings, and some include a wardrobe for each occupant.
- B. Provide meals to students in the Dining Commons seven days a week, including most academic holidays as specified in the Residence Hall Schedule. The Dining Commons can accommodate most dietary needs through our Special Accommodations process. **This contract is for room and board; a residence hall contract for room only is not available.**
- C. Provide cleaning service for common areas (lounges, hallways, and community bathrooms) of the Residence Hall. No linen service is provided.
- D. Provide data Internet connection for each room. Maintain the inside wiring and connections in good working order.

4. THE STUDENT SHALL:

- A. Be entitled to Residence Hall occupancy only while a registered Student at the University of California, Davis. Unless an exception is granted, the Student must be a full-time registered Student making satisfactory academic progress as defined by the Office of the University Registrar and must be enrolled in at least 12 units each quarter.
- B. Pay fees for room and board in accordance with the dates and amounts specified in the Residence Hall Fee Schedule. Payment plans are available through Student Accounting.
- C. Not use the assigned space for any purpose other than as a personal residence. Operating a home business is prohibited. This includes but is not limited to renting out the unit or a portion of the unit as a vacation rental and operating microenterprise home kitchens.
- D. Maintain the space in a clean and orderly condition throughout the Contract Term. Leave the space in a clean and orderly condition at the termination of this contract.
- E. Reimburse Student Housing and Dining Services for loss or damage to the Residence Hall or its furnishings caused by the Student or guests at the time such loss or damage occurs. Repairs shall only be made by University personnel.
- F. If less than 18 years of age, have parent or appointed legal guardian guarantee full and prompt payment of all sums payable by the Student under this contract by signing where indicated in Part II of the Residence Hall Contract.
- G. Vacate the room at times the Residence Halls are closed as specified in the Residence Hall Schedule. At the end of Fall and Spring quarters, the Student must vacate the room within twenty-four (24) hours after completing the last final examination, but no later than 12 p.m. on the last day of the Fall contract date and by 7 p.m. on the last day of the Spring contract as listed in the contract terms. Any Student remaining in the Residence Halls after the contract period shall be considered trespassing on University property and legal or University sanctions may be imposed.

5. IT IS FURTHER AGREED THAT:

- A. The Student must abide by the terms of this contract and University policies and regulations. The University may take appropriate action including termination of this contract for breach of the contract terms. A breach of this contract includes, but is not limited to, the following:
 - i. Delinquency of payment,
 - ii. Failure to comply with University or Student Housing and Dining Services rules, policies, and regulations, which are incorporated herein by reference,
 - iii. Conduct determined by the University to be detrimental to the Student and/or to the welfare of other residents or staff.
- B. In addition to any other remedies which may be available to the University, a Student's breach of this contract may result in exclusion from specified housing and dining areas, referral to the Office of Student Support and Judicial Affairs and/or the imposition of University sanctions, including fines and administrative restrictions on future registration or graduation.
- C. Each Student identification card that has been validated for meals is for the exclusive use of the Student to whom it has been issued and is not transferable.
- D. No credit or refund is allowed for meals not eaten by the Student. Due to the planning that is required for the purchase and preparation of food, credit is **NOT** given for meals missed.
 - i. Cancellation or abandonment of the room (Section 12). The meal plan rate for the quarter will be prorated and cancelled based upon the date Student Housing and Dining Services receives written notification from the Student, verifies the room has been completely vacated, and verifies the discontinued use of the meal card. Abandonment of the room with or without written notification from the Student does not relieve the Student of any other liabilities hereunder. No prorated credit or refund is provided for room and meal rates for cancellations and abandonments received during the last two weeks of the academic quarter (the last week of instruction and finals week).
 - a. \$200 Aggie Cash per quarter is included in the residential meal plan for students living in Residence Halls and any unused Aggie Cash balance rolls from quarter to quarter. Aggie Cash will be deactivated if the account is inactive for more than a 12-month period.
 - b. Aggie Cash can be used at any Dining location, Campus Food Trucks and ASUCD locations.

- c. A 10% discount is applied when paying with Aggie Cash. Except for at ASUCD locations and limited Food Trucks.
 - d. There will be a \$10 fee for lost Meal Card and/or Aggie Cash Cards.
 - e. Aggie Cash refunds are requested through the Meal Card Office at the Segundo Services Center. All student refund request will be processed through Banner, any outstanding student fees will be deducted from the refund first before a check is distributed. Student refund requests take approximately 21 days to process, and a check will be sent to the address noted in the student's account at UCD My Account. Refunds can be received through direct deposit if it is set up prior to the request being sent. All refund requests are subject to a \$25 processing fee.
- E. The University shall not be liable for any loss, damage, or destruction of personal property kept in the Residence Halls unless such is due to the University's negligent or intentional acts or omissions. Further, the University shall not be liable for injuries, loss or damage, including death, due to the Student's use of the Residence Hall facilities, including, but not limited to, kitchens, recreational equipment, elevators, etc., except for such injuries, loss, or damage caused by the University's negligent or intentional acts or omissions.
 - F. The University does not guarantee specific Residence Halls, rooms, or roommates. The University reserves the right to assign and/or reassign the Student to any Residence Hall, living accommodations, room, or roommate to make space available to a Student with a disability, to convert the assigned space from use by one gender to another to meet the Student Housing guarantee, to resolve roommate conflicts, and for any other reason, at the University's sole discretion.
 - G. The Student understands that additional terms to this contract may apply if assigned to the Quiet Program or Substance-Free Community, or a triple space. Copies of said contract addendums listing these additional terms which are incorporated herein by reference are located here: [Quiet Program](#) and [Substance-Free Community](#).
 - H. **Student Housing and Dining Services does not issue statements; therefore, payments are to be made without demand or billing.**
 - I. The Student's room may be entered as allowed by law and for:
 - i. safety checks, maintenance inspections and repairs during normal working hours or quarter breaks;
 - ii. inspection of vacant spaces/rooms in preparation for occupancy by a new resident;
 - iii. during building evacuation drills;
 - iv. in the event of an emergency, surrender or abandonment of the room;
 - v. pursuant to a court order.
 - J. University staff will enter rooms only upon a student's request or consent or after 24-hour notification, except cases of building evacuation drills, emergency, surrender, and abandonment.
 - K. Only undergraduate students who are 24 years of age and under at the time of applying, may reside in the Residence Halls.
 - L. Room transfer requests to other Residence Halls and rooms must be approved by Student Housing and Dining Services before a resident may move. Room transfers are allowed only during specific periods each quarter. The University reserves the right to change the schedule of room transfer dates to make adjustments for administrative process changes. An administrative charge is assessed for unauthorized room transfers, including room transfers within a suite, occurring at any time during the academic year.
 - M. Any waiver or modification of the terms of this contract is invalid unless in writing and signed by Student and an authorized representative of Student Housing and Dining Services.
 - N. Students are not allowed to sublease their housing space at any time.
 - O. Student Housing and Dining Services reserves the right to withhold a portion or all of any refund due to the Student (e.g. reservation fee or overpayment of room and board), to recover outstanding housing debts incurred by the Student during any period of occupancy (current or previous) and to release any Student Housing and Dining Services credit balance to cover other outstanding University charges.
 - P. The University does not provide renter's insurance, nor does it insure against personal property that may be lost, stolen, or damaged in the Residence Halls. The Student is encouraged to hold renter's insurance.
 - Q. Student Housing and Dining Services protects the privacy of students and follows the [Family Educational Rights and Privacy Act \(FERPA\)](#). As the contract holder, the Student is expected to engage with Student Housing and Dining Services regarding any housing inquires or disputes. General information is made available on the website for parents and guardians. Out of privacy to our contract holders, specific information about the Student or other residents will not be provided to parents and guardians, unless a statutory exception applies

6. **CONSTRUCTION AND RENOVATION.** Construction and/or remodeling or repair of academic and residential buildings on the Davis campus in the vicinity of the Residence Halls is scheduled for the current academic year. Construction is expected to occur during normal daytime working hours, but will result in disturbances and disruptions, including, but not limited to, increased noise and dust in the area surrounding the Residence Halls and planned and unplanned utility shutdowns in the Residence Halls. By signing this contract, the Student agrees they have been advised of said scheduled construction, acknowledges there will be disturbances and disruptions resulting from such construction and agrees to such disturbances and disruptions.
7. **DISRUPTION IN SERVICE.** Disruption of service, usually involving dining or custodial services are rare. In the event of any short-term or long-term changes in service, the University will provide clear communication to the students, maintain or modify appropriate levels of service and deploy mitigation measures as necessary. By signing this contract, the Student agrees that they have been advised of said potential disruptions and acknowledges there may be changes in service resulting from such disruptions. Student Housing and Dining Services reserves the right, at its discretion, to adjust services to meet the changing needs of business.
8. **RESTRICTED ACCESS.** During the period of construction referenced above, access to certain facilities, streets, parking lots, walking and bike pathways may be limited, rerouted, or completely restricted. By signing this contract, the Student agrees they have been advised of such limitation or restriction.
9. **RESERVATION FEE.** Students must submit a Reservation Fee as specified in Part I of the Contract Fee Terms. The Reservation Fee is due on or before Date of Execution in Part II of this contract, unless offset or deferred through written, mutual agreement with Student Housing and Dining Services. The Reservation Fee is applied to the total cost of room and board, any cancellation fee, or outstanding balance due. Reservation fee is only required for first time applicants. Students applying to return are not required to pay a reservation fee again.
10. **TERMINATION OF CONTRACT.** This contract and all rights of occupancy hereby conferred may be terminated by the University without cause upon 10 days written notice.
 - A. **Emergencies.** If the University premises and/or all or part of a Residence Hall is closed due to an emergency or natural disaster, the University may terminate this contract without prior notice. In no event shall the University be obliged to provide alternate housing or food services to the Student or to rebuild or replace any affected premises.
 - B. **Student Status.** If the Student is denied admission, has their admission rescinded, is dismissed, withdraws, fails to register or cancels registration, the University may terminate this contract.
 - C. **Delinquency.** If the amount specified in any previous year's housing contract is not paid in full, the University reserves the right to terminate the students current housing contract upon 10 days written notice.
 - D. **Conduct.** If the student violates Student Housing and Dining Services conduct or University policies, the University may terminate this contract.
11. **CANCELLATION OF CONTRACT BY STUDENT PRIOR TO BEGINNING DATE OF CONTRACT TERM:** This contract is effective as of the Date of Execution as specified in Part II of this contract.
 - A. If written notice of cancellation by Student is given to Student Housing and Dining Services after said Date of Execution but prior to the Cancellation Terms date in Section 2, then the Student shall be released from the remaining contractual agreement and shall be responsible for the contract cancellation fee.
 - B. A student who fails to notify Student Housing and Dining Services that they will not move into their assigned space prior to the beginning of the applicable quarter contract term start date, and are still attending UC Davis, shall be responsible for the contract terms and housing fees as defined by Section 12.
 - C. A student who is no longer attending UC Davis shall be responsible for notifying Student Housing and Dining Services before the contract begins and for paying the contract cancellation fee.
 - D. If, due to prior written, mutual deferment agreement with the University, all or a portion of the Reservation Fee has not been paid at the time of contract cancellation, then the Student shall be responsible for the payment of the cancellation fee.
 - E. A student who cancels their contract while on the paid waitlist will not be responsible for the contract cancellation fee.

- F. A student who cancels their contract after being moved off the waitlist shall be responsible for the contract terms and cancellation fee.

12. CONTRACT CANCELLATION ON OR AFTER BEGINNING DATE OF CONTRACT TERM

- A. By entering into this contract, the Student agrees to pay room and meal plan fees for the Contract term. On or after the beginning date of the Contract Term, the Student may request cancellation of their contract **only** for one of the reasons provided below.
- if the Student graduates, transfers to another campus, is dismissed, is a participant in the Planned Educational Leave Program, or withdraws from the University; if any one of these circumstances are anticipated at the end of the Fall or Winter Quarter, Student Housing and Dining Services must be notified of the Student's plans at least two weeks before the end of the quarter;
 - if the Student is denied admission to UC Davis;
 - if the Student is admitted to UC Davis but fails to register, or cancels registration;
 - if the Student presents proof of marriage that has occurred during the term of this contract;
 - if approved** by Student Housing and Dining Services after receipt and review of a written appeal for contract cancellation.
- B. A request for contract cancellation will be considered only when a condition exists that originated after the Residence Halls Contract was signed. Please note that financial hardship and roommate conflict does not automatically warrant release from the contract. Information regarding the contract release policy and procedure is available online at <https://housing.ucdavis.edu/how-to-apply/cancel-a-contract-or-lease/>.
- C. **Rate Proration.** A prorated adjustment of the quarterly room and meal plan rate will be made **only** if Student Housing and Dining Services receives written notification from the Student of their cancellation of this contract except in the last two weeks of the quarter. **Whether or not a Student takes occupancy**, the prorated adjustment of the quarterly room and meal plan rate is based upon the date Student Housing and Dining Services provides written confirmation of the contract cancellation.
- D. **Abandonment.** If the Student abandons the premises before the end of the term, in violation of this Contract, Student Housing and Dining Services may enter and relent the premises, and/or seek damages as provided by California Civil Code Section 1951.2(a). A student who does not fulfill payment of their housing fees will have HOLDS placed on their registration status until payment is received. Abandonment of the room with or without written notification from the Student does not relieve the Student of any other liabilities hereunder. The meal plan rate for the quarter will be prorated and cancelled based on the last date of use of the meal plan or the date the Student abandons the room, whichever comes later.
- E. **Financial Aid.** If the Student has received loans and/or grants associated with a federal source account for the payment of campus-based housing, and has cancelled the housing contract for one of the reasons listed above, any refund due to the Student may be used as payment for said loans and/or grants.

13. **AVAILABILITY OF SEX OFFENDER INFORMATION.** As required by state law, the following notice is provided, "Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site 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."

14. **CONDUCT.** As a member of a Residence Hall community, residents are expected to be considerate of the personal rights of all community members. High-density living requires personal freedom be exercised in a manner that does not restrict the freedom of others.
- Student agrees to comply with all Student Housing and Dining Services policies, including those specifically related to conduct and behavior, as well as policies applicable to all University students, as specified in the UC Policies Applying to Campus Activities, Organizations, and Students, the UC Davis Policy and Procedure Manual, the UC Davis Policy on Student Conduct and Discipline, and The Guide to Student Housing and Dining Services. Furthermore, Student understands they are responsible for the activities and behavior of their guests.
 - Student understands that a violation of Student Housing and Dining Services policy, or other policies referenced herein, may be considered a breach of this contract. The University may terminate this contract and/or exclude Student from entering into future contracts if Student demonstrates an ongoing inability to abide by the requirements and expectations for group living, or engages in conduct that is detrimental to the welfare of

residents, employees or physical properties of the University. The University may also restrict the Student from being present in certain Student Housing and Dining Services areas.

- C. Student Housing and Dining Services conduct policies are reviewed with residents during Opening Floor Meetings, which are held when the Residence Halls open in Fall quarter. Attendance at these meetings is mandatory for all residents. While students are expected to comply with all policies, the following prohibited behaviors should be specifically noted:
- i. Underage use or possession of alcohol. Providing alcohol to minors.
 - ii. Unlawful use or possession of controlled substances. Use or possession of illegal drugs in violation of University policy.
 - iii. Smoking in all forms, including the use of smokeless tobacco, marijuana, and unregulated nicotine products, in any buildings, parking structures, surface lots and grounds areas or within 25 feet of designated areas.
 - iv. Possession of any explosive or hazardous material.
 - v. Possession or use of weapons or firearms.
 - vi. Unauthorized presence on sunscreens, roofs, or other restricted areas.
 - vii. Unauthorized entry to or exit from a building via window or balcony.
 - viii. Tampering with fire protection equipment or fire alarm apparatus.
 - ix. Failure to evacuate a building during a fire alarm.
 - x. Solicitation of any kind in or around Residence Halls and dining facilities.
- D. Student understands that changes and additions to the Guide to Student Housing and Dining Services can be made up until move in weekend. Students will be provided a link to the updated version on or before move in day.

15. **PETS AND ANIMALS.** Unauthorized animals are not permitted in the Residence Halls for any period of time. Authorized animals include service animals, Student Housing and Dining Services approved emotional support animals, and fish kept in an aquarium/tank no larger than 10 gallons (with roommate(s) approval).

16. **CARE OF STUDENT ROOMS.** The Student agrees to care for their Residence Hall space and to keep their room and unit common areas in a clean and habitable condition. The Student also agrees to report damages and/or items requiring maintenance promptly. Any Student who does not exercise their responsibility for private and/or common areas and whose actions result in damage to the property may be required to leave the Residence Halls and pay for the damages. Damages in unit common areas are the financial responsibility of all residents assigned to the unit and cost are split equally between residents unless responsible parties can be determined.

- A. **Mold.** Mold occurs naturally in the environment and there currently exist no federal or state standards for permissible levels of mold. Students are required to take steps to control the growth of mold and mildew by keeping the premises clean and well ventilated, particularly when showering, bathing, or washing dishes or clothes. Student agrees to notify the Student Housing and Dining Services promptly about the existence of visible mold or mildew, or water leakage or overflow in or about the premises. Learn more by reviewing the "[Information on Dampness and Mold for Renters in California](#)" booklet that comes from the state Department of Public Health.
- B. **Furniture.** Bedroom furniture must remain in the Students room and common area furniture must remain in the common area. Reasonable care of the rooms and common areas assures a more livable Residence Hall.
- C. **Fire Safety.** Rooms may be decorated; however, decorations must comply with safety regulations. Torchiere halogen lamps are prohibited as is hanging anything from a ceiling sprinkler or any other type of fire suppression equipment. Large wall hangings, such as tapestry or large posters, must be treated with flame retardant.
- D. **Bed Bugs:** UC Davis takes a proactive approach in addressing the issue of all types of household pests, including bed bugs. It is our goal to maintain the highest quality living environment for our residents. Student Housing and Dining Services has no prior knowledge of a bed bug infestation or has professionally treated the room for bed bugs. Any Student who suspects they may have bedbugs in their room is required to notify their Area Service Desk to report the problem immediately. An inspection will be scheduled, and treatment will be done if bed bugs are present. Students may be temporarily transferred to another space while their room is being treated and re-inspected. Students will be asked to leave all belongings in the room for treatment while they are relocated. Resident owned belongings that are found to have bed bugs must be permanently removed or treated and re-inspected by a trained professional before being returned to the room.

- i. **Information about Bed Bugs | Bed bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden. | Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. | Bed bugs can survive for months without feeding. | Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- a. Common signs and symptoms of a possible bed bug infestation:
 - a. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - b. Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - c. Very heavily infested areas may have a characteristically sweet odor.
 - d. Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
 - b. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

The Contract makes reference to the following publications. The policies and regulations defined in these publications, which are incorporated herein by reference, govern all University students, as well as all state and federal laws. The Student and their guests shall obey the terms, rules, policies, and regulations governing the Residence Halls, as they currently exist and as they may be amended in the future.

- [Guide to Student Housing and Dining Services](#)
- [UC Davis Policy and Procedure Manual](#)
- [Student Conduct and Discipline Policies](#)
- [Computer & Network Acceptable Use Policy](#)
- [Policies Applying to Campus Activities](#)

PART II - ACKNOWLEDGEMENT/ACCEPTANCE OF TERMS AND CONDITIONS OF CONTRACT

I, the undersigned, by typing my name below, agree to accept the terms and conditions of this Residence Hall Contract for the academic year as defined in Part I – Declarations.

Please sign your name below to sign the contract.

Signature:

Date of Execution:

AGENT OF UNIVERSITY: Student Housing and Dining Services is authorized to manage the premises and is authorized to act for and on behalf of the University for the purpose of service of process and the purpose of receiving and receipting for all notices and demands. Any notice to the University hereunder shall be in writing and delivered to the following:

Student Housing and Dining Services | 160 Student Housing | One Shields Avenue | Davis, CA 95616-8712