

Santa Clara University
Housing Office
University Housing Contract

This UNIVERSITY HOUSING CONTRACT ("UHC") is a legally binding agreement between the student who will reside in University-provided undergraduate student housing ("Student") and Santa Clara University ("the University"), covering dining plan and room accommodations in University-provided student housing ("Housing"). Both parties assume the rights and responsibilities outlined in this UHC and all addenda upon approval of Student's request for Housing by University. This UHC is nontransferable.

This housing contract is not a lease and is not subject to California Landlord-Tenant laws. It is a license to occupy university-provided housing as part of an academic community. A license is a revocable contract. Therefore, Santa Clara retains the ability to revoke the right to occupy university-provided housing at any time. This agreement does not grant rights to possess or occupy a specific room or residence. You may be temporarily relocated to other university-provided housing or denied the privilege to live in university housing at any time in accordance with Santa Clara policies, as a result of an emergency, or as required by law.

This Agreement shall be governed by, and construed in accordance, with the laws of the State of California, without regard to its conflict of laws provisions. The parties further submit to, and waive any objections to, personal jurisdiction of, and venue in, the federal and state courts sitting in Santa Clara County, California.

Terms and Conditions of Occupancy

A. PARTIES This UHC is a legally binding agreement between Student and the University for the housing of Student.

B. CONTRACTED PERIOD This UHC is effective, and Student may only occupy Housing, during the dates and times listed in sections B(1) through B(3), below. Any student who vacates or abandons Housing during the term of this UHC without an official, written, approved contract release from the Housing Business Services Director or designee continues to be liable for charges during the remainder of the term of this UHC.

1. **University Villas Residents** - The term of this UHC begins on the Saturday preceding the first day of classes and ends at 12:00PM on the Sunday following undergraduate commencement. Students authorized to check-in prior to the beginning of the term of this UHC may be assessed additional daily room charges. University Villas will remain open during winter break, Thanksgiving and spring break.

2. **First Year Student Residents** - The term of this UHC for incoming first-year student residents begins on the Thursday preceding the first day of class for Fall Quarter and ends at 9:00PM on the last day of undergraduate final examinations of Spring Quarter. Students authorized to check-in prior to the beginning of the term of this UHC may be assessed additional daily room charges. All residence halls, except for University Villas, are closed during the winter break period. All residence halls are open during Thanksgiving and spring break.

3. Returning Undergraduate Residents (Excluding University Villa Residents)

- The term of this UHC for returning undergraduate students begins on the Saturday preceding the first day of class for Fall Quarter and ends at 9:00PM on the last day of undergraduate final examinations of Spring Quarter. Students authorized to check-in prior to the beginning of the term of this UHC may be assessed additional daily room charges. All residence halls, except for University Villas, are closed during the winter break period. All residence halls are open during Thanksgiving and spring break.

C. FIRST AND SECOND YEAR RESIDENCY REQUIREMENT All full-time undergraduate students are required to live on campus during their first and second year, unless the student has been approved for an exception or space is not available to accommodate this requirement. Class year is based on total academic years in college.

D. RESIDENT DINING PLAN REQUIREMENT Student is required to select and purchase a resident dining plan as part of this UHC. Student is required to indicate Student's resident dining plan selection when completing the Meal Plan step in the housing application or once online Room Selection is completed. Should Student fail to select a dining plan through the Meal Plan step or after completing online Room Selection, University will assign the Basic Dining Plan. Up to one-hundred (100) unspent dining points carry over from the Fall to the Winter Quarter and from the Winter to the Spring Quarter. The resident dining plan expires on the last day of the academic year and any remaining unspent points are non-refundable and non-transferrable. Incoming first-year students can select from the Preferred or Basic resident dining plans only. Students who are in their third or fourth year may select the Junior/Senior resident dining plan. Only Students who are in their second, third or fourth year and who are confirmed to be placed in an apartment accommodation with a full kitchen may select the Apartment resident dining plan.

E. STUDENT STATUS For the duration of the UHC, residents must be full-time (12 or more units per quarter), matriculated students currently enrolled at Santa Clara University. Exceptions to this requirement must be requested in advance in writing and approved by the Housing Business Services Director or designee.

F. DEPOSIT INFORMATION A five hundred dollar (\$500) housing deposit ("Deposit") must be submitted with this UHC. The Deposit will be credited to Student's first room and board charge under this UHC, except as stated in Sections G, H and I, below.

G. CONTRACT CANCELLATION DUE TO STUDENT NO LONGER ATTENDING OR WITHDRAWING FROM UNIVERSITY PRIOR TO THE BEGINNING OF THE TERM OF THIS UHC Student may cancel this UHC by submitting written notification to the Housing Office at housing@scu.edu ("notice of cancellation") which includes confirmation of Student not attending or withdrawal from the University. Refund of Deposit or portion of Deposit will be as detailed below.

FALL QUARTER ONLY– If notice of cancellation for the Fall Quarter is received on or before May 1, the Deposit is refundable. If notice of cancellation is received May 2 – May 31, Student will forfeit \$100 of the Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay \$100 to the Housing Office). If notice of cancellation is received June 1 – June 30, Student will forfeit \$200 of the Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay \$200 to the Housing Office). If notice of cancellation is received July 1 – July 31, Student will forfeit \$300 of the Deposit (or, if the student account balance has already zeroed out and/or a forfeiture

is not possible, Student will pay \$300 to the Housing Office). If notice of cancellation is received on or after August 1, Student will forfeit full \$500 Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay \$500 to the Housing Office).

H. CONTRACT CANCELLATION NOT DUE TO WITHDRAWING PRIOR TO THE BEGINNING OF THE TERM OF THIS UHC Student may cancel this UHC by submitting written notification to the Housing Office at housing@scu.edu ("notice of cancellation") which includes Student's reasons for cancelling. Fees associated with cancellation of this UHC escalate throughout the term of this UHC, as detailed below.

1. FALL QUARTER – If notice of cancellation for the Fall Quarter is received on or before May 1, the Deposit is refundable. A notice of cancellation received May 2 - June 30 will result in the forfeiture of the Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to the Housing Office) plus a cancellation fee of \$500 charged to their student account. A notice of cancellation received July 1 - July 31 will result in the forfeiture of the Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to the Housing Office) plus a cancellation fee of \$700 charged to the student account. A notice of cancellation received August 1 - September 15 will result in the forfeiture of the Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to the Housing Office) plus cancellation fee of \$1000 charged to their student account.

2. WINTER QUARTER - If notice of cancellation for the Winter Quarter is received on or before October 27, the Deposit is refundable. A notice of cancellation received October 28 - November 17 will result in the forfeiture of the Deposit (or, if their student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to the Housing Office) plus a cancellation fee of \$500 charged to their student account. A notice of cancellation received November 18 – December 1 will result in the forfeiture of the Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to the Housing Office) plus a cancellation fee of \$700 charged to their student account. A notice of cancellation received December 2 - January 8, 2024 will result in the forfeiture of the Deposit (or, if their student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to the Housing Office) plus a cancellation fee of \$1000 charged to their student account.

3. SPRING QUARTER - If notice of cancellation for the Spring Quarter is received on or before January 26, 2024 the Deposit is refundable. A notice of cancellation received January 27 – February 16 will result in the forfeiture of the Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to the Housing Office) plus a cancellation fee of \$500 charged to their student account. A notice of cancellation received February 17 – February 23 will result in the forfeiture of the Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to the Housing Office) plus a cancellation fee of \$700 charged to their student account. A notice of cancellation received February 24 – March 22 will result in the forfeiture of the Deposit (or, if the student account balance has already zeroed out

and/or a forfeiture is not possible, Student will pay the amount of the Deposit to the Housing Office) plus a cancellation fee of \$1000 charged to their student account.

I. CANCELLATION DUE TO STUDY ABROAD If Student notifies the Housing Office when submitting his or her UHC that Student intends to study abroad sometime during the academic year, no penalty will be assessed if Student studies abroad sometime during the academic year. The Deposit will be applied towards charges for the Winter Quarter or the designated quarter that occupancy begins. If Student fails to indicate his or her intent to study abroad sometime during the academic year at the time of submission of this UHC, the following applies:

1. No penalty if notification is received by June 30; Deposit will be retained by the Housing Office to apply towards Winter Quarter or Spring Quarter if applicable.
2. If notification is received between July 1 and July 31, a cancellation fee of \$500 will be charged to their student account and the Deposit will be retained by the Housing Office to be applied towards Winter Quarter charges or Spring Quarter if applicable.
3. If notification is received between August 1 and August 31, a cancellation fee of \$700 will be charged to their student account and the Deposit will be retained by the Housing Office to be applied towards Winter Quarter charges or Spring Quarter if applicable.
4. If notification is received between September 1 and September 8 a cancellation fee of \$1000 will be charged to their student account and the Deposit will be retained by the Housing Office to be applied towards Winter Quarter charges or Spring Quarter if applicable.

J. ROOM AND BOARD RATES Room and board rates are published on the Housing Office website prior to the beginning of the Fall Quarter and are available from the Bursar's Office and the Housing Office. Room and board charges are assessed quarterly and are due as billed by the Bursar's Office. If Student contracts for University housing for less than a full quarter, Student will be assessed room and board charges according to the following schedule:

1. The minimum charge if Student takes possession of (receive keys/encode ACCESS card and check in) University housing is 10% of the quarterly charges.
2. If Student moves in within the first seven (7) days of a quarter Student will be charged from the first day of the quarter. If Student officially checks out during the last twelve days of the quarter, Student will be assessed the charges of the full quarter.
3. If Student maintains possession of Housing for more than 20% of the quarter but less than 80% of the quarter, Student will be assessed room and board charges on a prorated scale based on the number of weeks of occupancy.

K. HOUSING AND OTHER CHARGES Student authorizes the University to post Housing charges directly to their student account. Student understands that the charges may include, but may not be limited to, room and board costs, fines for misconduct, reimbursement of damage costs, improper check-out, and lockout fees. Student should contact the Housing Office directly for a description of charges. Student is obligated to pay any balance in full by the invoice due date. If Student fails to comply with these terms, Student will not be allowed to register for further classes or receive diplomas and may be denied other University services. If Student fails to make timely payment of all or any part of assessed charges, Student will be liable to the University for all costs (including reasonable attorneys' fees and/or collection fees) the University incurs in pursuing collection

against Student. Student understands and agrees to these terms and accepts any charges arising in connection with this contract as Student's personal responsibility.

L. PERSONAL PROPERTY Student is responsible for the custody and security of personal belongings at all times. The University assumes no responsibility for loss or damage to personal property due to fire, theft, water leaks, interruption of utility service, or other causes. Student is strongly encouraged to consider purchase of personal property insurance to cover loss or damage to personal property or facilities. The University assumes no responsibility for property left after termination of occupancy. The Housing Office reserves the right to remove and/or store possessions left on the premises by Student after the term of residency ends, at Student's expense.

M. CONTRACT TERMINATION AFTER TAKING POSSESSION Any student who requests to vacate Housing after taking possession is subject to the following cancellation policy:

1. If Student requests to move home or off-campus mid-quarter but remains enrolled - **Cancellation is subject to approval by the Housing Business Services Director or designee and the submission of a request for a cancellation does not guarantee approval.** Student must receive written approval for the cancellation from the Housing Business Services Director or designee before entering into any additional contract/lease. If Student gives 30 days' advance notice and the request is approved, a cancellation fee of \$500 will be charged to their student account. If Student gives less than 30 days' advance notice and the request is approved, a cancellation fee of \$1000 will be charged to their student account.
2. If Student requests to move home or off-campus at end of a quarter but remains enrolled throughout the academic year- **Cancellation is subject to approval by the Housing Business Services Director or designee and the submission of a request for a cancellation does not guarantee approval.** Student must receive written approval for the cancellation from the Housing Business Services Director or designee before entering into any additional contract/lease. If Student gives 30 days' advance notice and the request is approved, a cancellation fee of \$500 will be charged to their student account. If Student gives less than 30 days' advance notice and the request is approved, a cancellation fee of \$1000 will be charged to their student account.
3. If Student transfers or graduates before the end of the academic year - If Student notifies the Housing Office 30 days in advance of the end of the quarter that Student is either transferring to another institution or graduating before the end of the academic year, no penalty will be assessed. If Student notifies the Housing Office fewer than 30 days before the end of the quarter, Student will be charged a cancellation fee of \$500 to their student account.
4. If Student requests cancellation due to incapacity, emergency, or medical condition - If Student provides supporting documentation from attending medical professional with Student's request and is released from this UHC, Student will be charged prorated room and board costs based on when Student vacated. No cancellation fee will be assessed.
5. If Student withdraws from University - This UHC is terminated if Student withdraws from the University before the end of the academic year. If Student notifies the Housing Office 30 days before the end of the quarter, no penalty will be assessed. If the student notifies the Housing Office fewer than 30 days before the end of the quarter, a cancellation fee of \$500 will be charged to their student account.

6. No Housing may be privately sublet by Student for any reason.

7. If Student fails to move out of assigned room by assigned check out date, Student will be assessed a \$250 improper check out fee. Housing will contact Student to arrange item pick up and if Student fails to respond or remove items after one (1) week, Housing will remove personal property and Residence Life staff will assess space. The University assumes no responsibility for property left after termination of occupancy, and Housing reserves the right to remove and/or store personal property left on premises by Student after term of residency has ended, at Student's expense.

N. CANCELLATION BY THE UNIVERSITY If Student is removed from University housing or the University as a result of academic dismissal or disciplinary action, Student must vacate Housing within 24 hours of receipt of notification or completion of appeal process. The University may also terminate or suspend this UHC if Student breaches any of the terms and conditions of this Agreement, including violating the University's Student Conduct Code or administrative policies. In such cases, Student shall be subject to prorated room charge plus a cancellation fee of \$1000 charged to their student account. The amount left on Student's resident dining account will be refunded based on the amount available at time of official check-out.

O. ROOM CONDITION AND FURNISHINGS The University supplies basic furniture, such as a desk and chair, bed, mattress, and drawer space. Student may not stack furniture, remove University-provided furnishings from Student's unit, remove furnishings from common areas, disassemble furniture, or detach fixed furnishings without written consent from the Housing Office. Student is responsible for the condition of rooms, furnishings, and fixtures provided by the University, less normal wear and tear. Student agrees to submit a Room Inventory Inspection at the time of check-in. Upon check-out, Student will pay for missing or damaged furniture and damages beyond normal wear and tear, to restore the room and/or furnishings to the condition noted on the Room Inventory Inspection. A final check-out inspection will be conducted by University staff after the initial check-out appointment. Additional charges may be assessed as a result of the final check out inspection. Student's signature on the Room Inventory Inspection establishes Student's acceptance of the condition of the room and contents at the time of check-in, and becomes the standard for the condition of the room at the time of check-out. If Room Inventory Inspection is not completed and submitted within three (3) business days of the time of check in, the University will assume the assigned room/apartment is in good, safe and clean condition at the time of possession. Unless it can be otherwise conclusively determined, all students assigned to a room will be responsible for an equal share of liability. All of the residents of a building or floor may be held jointly responsible for loss, damage, and/or defacement to common areas and/or furnishings. Any charges for loss or damage to furniture or common areas will be posted to their student account in accordance with established policies. If Student wishes to bring additional furniture into Student's room, Student must adhere to all California state fire codes. All furniture must be flame retardant. Student is not allowed to bring into Student's room any type of loft bed or bed unit, homemade or commercially built. Some University-furnished beds can be bunked using approved accessories and tools. In Sobrato Residence Hall, suite double rooms are lofted. All other unauthorized lofting/bunking is prohibited.

Each Student is supplied with one (1) set of basic furniture, which includes a desk, chair, bed, mattress, and drawer space. No Student is able to utilize furniture provided for additional persons in the space, whether they are occupied or vacant. It is understood that

Student can be assigned to the space at any time and that one (1) set of basic furniture should remain available for them. Student will be charged \$250 if found in violation of this policy.

P. FIRE SAFETY AND SECURITY The following policies are for the safety of all resident and nonresident students. Violation of many of these policies may be punishable by local and state law, as well as Santa Clara University's codes and policies.

1. Student is responsible for keeping the common areas of Housing in a clean and orderly condition for the health, safety, and benefit of all residents. Student may not store items in common areas.
2. Candles (including unburned, decorative candles), incense, and other objects with open flames are prohibited in both private and public living spaces.
3. Electrical appliances including, but not limited to, appliances with exposed heating elements, hot plates, ceiling fans, sun lamps, heaters, torchiere halogen lamps, and air conditioners are prohibited in rooms and apartments. Toaster ovens may be used only in apartment kitchens. Only UL-approved, circuit -breaker type extension cords may be used in Housing.
4. Gasoline-powered vehicles (including motorcycles and scooters) and equipment are prohibited in rooms or apartments.
5. Student agrees to use safety and security devices as provided by the University including, but not limited to, door locks and smoke detectors. At no time shall Student disable fire safety equipment.
6. Evacuation is required of all occupants of University buildings whenever a fire alarm is sounded. Student agrees to be familiar with emergency evacuation routes from buildings. Several unannounced drills will be conducted during the academic year. Failure to evacuate for an alarm is a violation of city and state ordinances and will be treated as a serious violation of the Student Conduct Code.
7. Student agrees to follow all applicable University safety procedures.

Q. UNIVERSITY ASSIGNMENTS The University reserves the right to assign student rooms to make effective use of available space, to consolidate students, and to use unoccupied space in any facility. This UHC does not guarantee specific assignments or roommates. The University reserves the right to reassign Student at any time. Student may be reassigned when, in the opinion of the Housing Business Services Director or designee, Student is considered (a) disruptive to Student's residential community, (b) incompatible with Student's roommate, or (c) unwilling to abide by University rules and regulations or government regulations. Student may also be reassigned for any other reason, including, but not limited to, earthquake, flood, fire, or similar calamity or act of God. Assignments will normally be made on the basis of two students per room in the traditional residence halls. However, demand for Housing may require that the University assign three persons per room, and, thus the University reserves the rights to assign Student in this manner. Student also may be assigned to temporary space. If Student is so assigned, Student will be reassigned to double occupancy spaces as they become available. If Student is still assigned to such triple occupancy or temporary Housing after the first day of the fourth week of

classes, Student will receive a prorated credit toward the next quarter's charges. If Student is reassigned but refuses the assignment, Student is not eligible for the prorated credit.

If Student is a current and incoming student with housing accommodation requests related to gender identity and expression, Student should contact the Housing Office at housing@scu.edu. Placement decisions will be made on a case-by-case basis depending on the needs of Student.

R. ROOM CONSOLIDATION If Student is assigned to a double occupancy room and has a vacancy in Student's room due to the transfer, cancellation, or withdrawal of a prior roommate, Student will be asked to consolidate with other similarly situated students by the Housing Business Services Director or designee. Students with the higher class standing and accumulated academic units will be given the first opportunity to either stay in the rooms or relocate. If Student relocates, Student will be offered moving assistance which will be coordinated in advance. Once it is determined that the needs of the University have been met, single occupancy rooms may be offered at the published single room rates. University anticipates that the bulk of room consolidations will take place towards the end of the Fall and Winter Quarters, but there is the possibility of room consolidations being initiated at any time during the academic year, up until the end of Winter Quarter. If Student has not contracted for single occupancy rooms, does not have a roommate, and has been asked to consolidate but has not, Student must pay the single room rate, obtain a roommate, or change rooms.

S. ROOM CHANGES Any room change request must be approved by the Housing Business Services Director or designee and completed within five (5) calendar days if notification has been issued to Student. No room changes may be conducted without the written authorization of the Housing Business Services Director or designee, which authorization may be withheld in the sole discretion of the Housing Business Services Director or designee. Unauthorized room changes may result in termination of this UHC and/or assessment of a \$500 fine. If Student makes an unauthorized room change, Student may be required to return to the original assignment and may be denied the opportunity to participate in any other room change. If Student requests a room change, Student must obtain prior approval from the Housing Business Services Director or designee. If Student elects not to change rooms after a room change has been approved by the Housing Business Director or designee, a \$250 fine will be assessed.

If Student fails to move out of assigned room by the assigned check out date, Student will be assessed an improper check out fee of \$250. Residence Life staff will contact Student to arrange item pick up. If Student fails to respond or remove items after one (1) week, Housing will remove personal property from the space. Residence Life staff will assess space after items have been removed. University assumes no responsibility for personal property left after termination of occupancy. Housing reserves the right to remove and/or store personal property left on the premises by Student after the term of residency ends, at Student's expense.

T. CHECK-IN DEADLINE The University may terminate this UHC if Student fails to officially check-in to Student's assigned room before 8:00 a.m. on the first day of classes unless prior written notice of Student's late check-in is received by the Housing Office. The University may terminate this UHC if Student fails to officially check-in to Student's assigned room within seventy-two (72) hours of signing this UHC and does not provide prior written notice of late check-in to the Housing Office, if this UHC is signed after the commencement of the current quarter. Official check-in means (a) Student's acceptance of access to the

building and assigned room (keys/card access) and (b) Student's submission of the Room Inventory Inspections indicating condition of room and all furnishings assigned to Student.

U. CHECK-OUT PROCEDURE At the conclusion of Student's occupancy of Housing, Student is expected to follow established check-out procedures which include, but are not limited to: removal of all personal belongings from the room/unit; return of all issued keys to Student's community staff member; cleaning the room/unit; and submission of the check-out portion of the Room Inventory Inspection and/or Check Out agreement. Failure to follow check-out procedures may result in financial penalties. The University assumes no responsibility for property left after Student vacates Housing. The Housing Office reserves the right to remove and/or store possessions left on the premises after Student vacates Housing, at Student's expense.

V. ROOM ENTRY AND INSPECTION POLICY Room entry and inspection by University officials may occur periodically. Inspections take place in each of the Fall, Winter, and Spring Quarters. The University balances the right to privacy of Student with the University's responsibility to maintain a safe environment for all students and staff in Housing. The University will take all reasonable steps to ensure Student receives adequate notice prior to entry by University officials for the purposes of verifying occupancy, verifying cleanliness, repair, inventory, construction, and/or inspection. The University also reserves the right to enter Student's room without notice to respond to real or reasonably perceived health and/or safety emergencies, to ensure evacuation during fire alarms and during vacation periods, and to respond to situations where there is a reasonable suspicion that a violation of the law or University policies is occurring or has occurred inside Housing. If University officials enter Student's room without prior notice, it is not necessary that Student be present; nor will Student's refusal to permit entry, either verbal or physical, prevent entry or inspection. By entering into this UHC, Student consents to room entry and inspection under those circumstances indicated and understands that if violations are found by University officials, Student may be charged for failure to follow policies and/or procedures.

W. CONSTRUCTION AND RENOVATION Construction and remodeling or repair of academic and residential buildings on the Santa Clara University campus in the vicinity of Housing may be scheduled for the 2023–2024 academic year. Construction is expected to occur during normal daytime hours and will result in disturbances and disruptions including, but not limited to, increased noise and dust in the area around Housing with both planned and unplanned utility shutdowns. There may also be weekend work. By signing this UHC, Student agrees that Student has been advised of said scheduled construction which may result in disturbances and disruptions.

X. COMMERCIAL/BUSINESS USE OF FACILITIES Student may not use residence hall room or any University Housing facilities for commercial or business purposes. This includes use of phone, data, and cable TV lines, as well as voicemail and mailboxes to conduct or carry out any commercial business.

Y. TECHNOLOGY USE The Offices of Housing and Residence Life, as well as many other University entities, communicate with Student by means of Student's University email and Student's on-campus mailbox, if applicable. Student is responsible for all information, including policy and procedure information, sent to Student's mailbox number, or sent via email.

Any technology that Student brings on campus, coupled with the technology available at the University, provide Student with access to information and tools to support Student's academic career. Technology also has the capacity to do considerable damage and harm if not treated and handled responsibly. Student agrees to adhere to these policies:

1. No personal routers or wireless routers may be installed by Student in residence hall units. Wireless data connections are provided in the Residence Halls and across campus. A robust campus data network is provided for academic and personal use of students.
2. Commercial use of the campus network is prohibited, including mining cryptocurrency. Student is prohibited from providing service to others.
3. Any use of campus data services, beyond those explicitly permitted, must be submitted for approval to the Information Security Office and Director of Cyberinfrastructure Technologies.
4. Student is required to register all devices to be attached to the campus network. As part of the registration process, Student is required to read and agree to adhere to the usage policies of these technology and communication resources. As part of these policies, Student is required to maintain all computing systems with appropriate levels of patches and security and anti-virus software, as prescribed by the University.

STUDENT RESPONSIBILITY- Student will be held responsible for Student's activity that is adverse or harmful to others stemming from personal computing systems or other communication technology devices, regardless of whether the activity is willful or accidental.

Student should never share Student's passwords with others. The University provides substantial electronic resources and access to information, the privacy of which is tied to Student's electronic IDs and passwords. If someone else misuses Student's computer or other system because Student has shared a password or failed to take appropriate steps in securing Student's system, Student will be held responsible for that misuse. Should Student, or systems Student is responsible for, be found to compromise the performance or security of the campus network, or be involved in illegal or otherwise forbidden activities, including the downloading or sharing of copyrighted materials such as music, videos, or software without permission, disciplinary steps may be taken. Disciplinary steps may include, but are not limited to, immediate loss of access to electronic and network resources as well as other campus resources until the issue is resolved, referral to the Dean of Students, and possible civil or criminal investigation, if applicable. There is also the possibility the student may incur fees or charges stemming from costs incurred to resolve the situation.

For more details regarding acceptable use and the University's policies regarding technology use, Student should review [Network and Communication policies](#) and the [SCU Student Handbook](#).

Z. SMOKE-FREE AND TOBACCO-FREE CAMPUS Santa Clara University is a smoke-free and tobacco-free campus. The use of all forms of tobacco, tobacco products, and electronic

smoking devices are prohibited everywhere on-campus, including all University-provided undergraduate and graduate student Housing and the surrounding outdoor areas.

AA. TERMINATION Upon reasonable notice, Santa Clara University reserves the right to terminate housing contracts due to public health emergency needs, including COVID.

BB. DISCLOSURES

1. "MEGAN'S LAW" 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 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 he or she resides.

2. LEAD WARNING STATEMENT Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Student must also receive a federally approved pamphlet on lead poisoning prevention. That pamphlet is available at <http://www2.epa.gov/lead/protect-your-family-lead-your-home-1>

a. Known lead-based paint and/or lead-based paint hazards are present in:

i. Bellarmine Hall, Campisi, Dunne, McLaughlin-Walsh, Nobili, Sanfilippo, St. Clare, Swig, 3210 The Alameda, 507 Lafayette Street, 529 Lafayette Street, 536 Alviso, 541 Alviso, 543 Alviso, 544 Alviso Street, 564 Alviso Street, 575 Alviso Street, 584 Alviso Street, 775 Bellomy Street, 805 Bellomy Street, 819 Bellomy, 831 Bellomy, 841 Bellomy, 845 Bellomy, 857/859 Bellomy Street, 889 Bellomy Street, and 671 Franklin Street.

b. Student acknowledges that the University has provided Student with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards on eCampus under "Housing", Manage On Campus Housing. Student acknowledges that the University has provided Student with the federally approved pamphlet on lead poisoning prevention.

3. ASBESTOS DISCLOSURE; OPERATION AND MAINTENANCE PROGRAM

Asbestos is a mineral on the list of chemicals known to the State of California to cause cancer. Asbestos is present in the sprayed-on acoustic ceiling material (which has a "cottage cheese" appearance) which may be present in University-provided undergraduate student Housing, including in hallways and other areas in the building. Asbestos may also be present in other materials in University buildings including the insulation fireproofing and floor tiles.

The University has instituted operations and a maintenance program directed at maintaining buildings in accordance with any applicable Federal and State safety

requirements regarding asbestos-containing material. This program is designed (among other things) to prevent release of asbestos fibers into the air; minimize disturbance or damage to asbestos-containing materials; monitor the conditions of materials and air in the building; and regulate maintenance, renovation and construction activities. No matter how small the percentage of such material may be, Student and Student's invitees shall comply with such rules and regulations as the University from time to time may prescribe in connection with the University's operations and maintenance program, including, without limitation, the following:

- a. Hazardous materials: Student shall not take or allow any action which in any way damages or disturbs all or part of the ceiling or floor tiles in University-provided undergraduate student Housing, including, but not limited to: piercing the surface of the ceiling or floor tiles by drilling or any other method; hanging plants, mobiles or other objects from the ceiling; allowing any objects to come into contact with the ceiling; permitting water or other liquid to come into contact with the ceiling; painting or undertaking any repairs or improvements with respect to the ceiling;
- b. Student shall notify the University immediately in writing (1) if there is any damage to or deterioration of the ceiling or floor tiles in University-provided undergraduate student Housing, including, without limitation, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling or floor tiles; or (2) upon the occurrence of any of the activities described in (a) above.

4. MOLD NOTIFICATION

It is the University's goal to maintain the highest quality living environment for students. Therefore, the University has inspected the unit/room and knows of no damp or wet building materials and knows of no mold or mildew contamination. Student is hereby notified that mold, however, can grow if the room/unit is not properly maintained or ventilated. If moisture is allowed to accumulate in the room/unit, it can cause mildew and mold to grow. It is important that Student regularly allows air to circulate in the room/unit. It is also important that Student keeps the interior of the room/unit clean and that Student promptly notifies the University of any leaks, moisture problems and/or mold growth.

Student agrees to maintain the room/unit in a manner that prevents the occurrence of an infestation of mold or mildew. Student agrees to uphold this responsibility by complying with the following list of responsibilities:

1. Student shall keep the room/unit free of dirt and debris that can harbor mold.
2. Student shall immediately report to the Housing Office any water intrusion, such as leaks or plumbing malfunctions.
3. Student shall notify Housing Office of overflows from bathroom, kitchen or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Student shall report to the Housing Office any significant mold growth on surfaces inside the room/unit.

5. Student shall allow University staff members to enter the room/unit to inspect and make necessary repairs.
6. Student shall use bathroom fans while showering or bathing and to report to the Housing Office any non-working fan.
7. Student shall use exhaust fans whenever cooking, dishwashing or cleaning.
8. Student shall use all reasonable care to close all windows and other openings in the room/unit to prevent outdoor water from penetrating into the interior unit.

5. PESTICIDE NOTIFICATION

Student agrees to the following options when submitting a request to address pest control issues:

- a. Branch 1 Pest Control - Fumigation: The practice relating to the control of household and wood-destroying pests or organisms by fumigation with poisonous or lethal gases.
- b. Branch 2 Pest Control - General Pest: The practice relating to the control of household pests excluding fumigation with poisonous or lethal gases.
- c. Branch 3 Pest Control - Wood Destroying Organisms: The practice relating to the control of wood-destroying pests or organisms by the use of insecticides or structural repairs and corrections, excluding fumigation with poisonous or lethal gases.

CC. RIGHT TO MODIFY The University reserves the right to make and promulgate such modifications or additional rules and regulations, or both, which may be reasonably necessary or appropriate for the safety, care, and general welfare of Student and to adjust charges or costs for accommodations, facilities, and dining services accordingly.

DD. RESIDENT STUDENT RIGHTS AND RESPONSIBILITIES Student agrees to abide by all applicable laws and University regulations and policies and to respect the rights, privileges, and property of other members of the University community and visitors to the campus. If Student fails to abide by this UHC, Student will be subject to University disciplinary procedures as well as possible termination of this UHC. Full details of University regulations, policies, and disciplinary procedures are outlined in the Santa Clara University Student Handbook. The following acts may subject Student to disciplinary action: violation of federal, state, county, city, and/or local laws and ordinances, University rules and regulations, Housing and Residence Life policies and procedures, as well as community living expectations. Specific acts include, but are not limited to: violation of state laws regarding possession of alcohol by minors; violation of laws regarding possession or consumption of controlled substances, possession of firearms and/or explosives including all types of fireworks; throwing objects from a building; keeping pets on campus; using restroom facilities while they are serviced by custodial/maintenance staff; violation of the Housing and Residence Life guest policy; and violation of Housing and Residence Life safety policies. Furthermore, Student agrees to follow all applicable University safety procedures, including the Covid-19 Isolation Protocol for Resident Students, available at <https://www.scu.edu/preparedscu/isolation-and-quarantine/>.

I agree to be bound by terms set forth in this UHC through my electronic signature and that this UHC may be entered into by electronic signature and that this UHC may be entered into by electronic means **(e.g., a Google Form accessed through my MySCU login)**. I agree and represent that my electronic signature signifies assent to the terms of this UHC and that my electronic signature satisfies the requirements of both California law (including the Uniform Electronic Transactions Act, Civil Code section 1633.2(h), 1633.5, and 1633.7) as well as the Federal Electronic Signatures in Global and National Commerce Act (sometimes known as E-sign). By signing this document using electronic means, I waive any claim of any error in the transmittal of such signature.

I, THE UNDERSIGNED, HAVE READ THE ABOVE UHC, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I AM SIGNING IT VOLUNTARILY. I am 18 years of age or older.

If you are NOT 18 years of age or older you MUST enter the full name of your parent or guardian under the "Enter Full Name of Parent or Guardian if You Are Under 18:" and your parent or guardian MUST check "I Consent (Above Signed Guardian):".

You may print the Contract details for your records using your browser print option.