

**Santa Clara University
Housing Office**

University Summer Graduate Housing Contract

The UNIVERSITY SUMMER GRADUATE HOUSING CONTRACT ("USGHC") is a legally binding agreement between the student who will reside in university-provided housing ("Student") and Santa Clara University (the "University") (collectively, the "Parties"), covering room accommodations in University-provided student housing ("Housing"), and is effective as of the date signed by Student. Both Parties assume the rights and responsibilities outlined in the Terms and Conditions of Occupancy and all supporting documents upon acceptance of Student's request for Housing. This USGHC 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.

The contracted period of occupancy is for two months, or the balance of the summer term during which occupancy occurs. If Student is enrolled in the School of Law ("Law"), the contracted period of occupancy shall be from June 1, 2023 through July 31, 2023. If Student is enrolled in a graduate program other than Law, the contracted period of occupancy shall be from July 1, 2023 through August 30, 2023. Students authorized to check in prior to the contracted period of occupancy may be assessed additional daily room charges. If Student vacates Housing during the contract period without an official, written, approved release from the Director of Housing Business Services or designee, Student continues to be liable for charges during the contract period.

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 USGHC is a legally binding agreement between Student and the University for the housing of Student.

B. CONTRACT CANCELLATION DUE TO NO LONGER ATTENDING OR WITHDRAWING FROM UNIVERSITY PRIOR TO THE BEGINNING OF THE TERM OF THIS USGHC

Student may cancel this USGHC by submitting written notification to the Housing Office at housing@scu.edu ("notice of cancellation") which includes Student's confirmation of withdrawal from the University.

C. CONTRACT CANCELLATION NOT DUE TO WITHDRAWAL FROM UNIVERSITY AND PRIOR TO THE BEGINNING OF THE CONTRACT PERIOD Student may cancel this USGHC by submitting written notification to the Housing Office ("notice of cancellation").

D. ROOM RATES Room rates are published on the Housing Office website prior to the beginning of Summer Term and are available from the Housing Office. Room charges are assessed by the session, quarter, or semester when applicable, and are due as billed by the Bursar's Office. **Students who withdraw from Housing during the summer session and who are not released from this USGHC will continue to be assessed room charges for the remaining portion of the contract period.**

E. 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 are not limited to, room costs, fines for misconduct, reimbursement of damage costs, and lockout fees. Student should contact the Housing Office directly for a description of charges. Student acknowledges that 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 transcripts or 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 the University incurs in pursuing collection against Student (including reasonable attorneys' and/or collection fees). Student understands and agrees to these terms and accepts any debt arising in connection with this USGHC as Student's personal responsibility.

F. CONTRACT TERMINATION Any student who requests to vacate Housing after taking possession of a room/apartment is subject to the following cancellation policy:

- 1. Student requests to move home or off-campus mid-summer but remains enrolled - Cancellation is subject to approval by the Director of Housing Business Services 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 Director of Housing Business Services or designee before entering into any additional contract/lease. If Student gives fifteen (15) days' advance notice and the request is approved, a cancellation fee of \$300 will be charged to Student's account. If Student gives less than 15 days' advance notice and the request is approved, a cancellation fee of \$500 will be charged to Student's account.
- 2. Student requests to move home or off-campus at end of the summer session but remains enrolled – Cancellation is subject to approval by the Director of Housing Business Services 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 Director of Housing Business Services or designee before entering into any additional contract/lease. If Student gives fifteen (15) days' advance notice and the request is approved, a cancellation fee of \$300 will be charged to Student's account. If Student gives less than 15 days' advance notice and the request is approved, a cancellation fee of \$500 will be charged to Student's account.
- 3. Student transfers or graduates before the end of the summer session –** If Student notifies the Housing Office fifteen (15) days in advance of the end of the summer session that Student is either transferring to another institution or graduating, no penalty will be assessed. If Student notifies the Housing Office less than 15 days before the end of the summer session, Student will be charged a cancellation fee of \$300 to Student's account.
- 4. Student requests cancellation due to incapacity, emergency, or medical condition –** If Student provides supporting documentation from attending medical professional with request and is released from this USGHC, Student will be charged

prorated room and board costs based on when Student vacated Housing. No cancellation fee will be assessed.

5. Student withdraws from University - This USGHC is terminated if Student withdraws from the University before the end of summer session. If Student notifies the Housing Office 15 days in advance of the end of the current session, no penalty will be assessed. If Student notifies the Housing Office fewer than 15 days before the end of the current session, Student will be charged a cancellation fee of \$300 to Student's account.

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

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.

G. CANCELLATION BY THE UNIVERSITY A student removed from Housing or the University as a result of academic dismissal or disciplinary action must vacate Housing within 24 hours of receipt of notification by the University. The University may also terminate or suspend this USGHC if Student breaches any of the terms and conditions of this USGHC, including violating the University's Student Conduct Code or administrative policies. In such cases, Student shall be subject to prorated room charges plus a cancellation fee of \$700 charged to Student's account.

H. ROOM CONDITION AND FURNISHINGS In furnished units, the University supplies basic furniture, such as a desk and chair, bed, mattress, and drawer space. Student may not remove University-provided furnishings from their unit, stack furniture, appropriate 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 furnished 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 furniture, repair of and damages beyond normal wear and tear, to restore the room and/or furnishings to the condition noted on the Room Inventory Inspection. Unless it can be otherwise conclusively determined, all students assigned to a room/apartment 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, including building exterior. When charges are allocated to a student(s), the payments will be charged to the Student's account in accordance with established policies. Some University-provided beds can be bunked using approved accessories and tools. Students who wish to bring furniture into their apartment must adhere to all California state fire codes. All furniture must be flame retardant. Students are not allowed to bring into Housing any type of loft bed, homemade or commercially built.

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 7 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.

I. 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.

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. 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. Students are required to test their smoke detectors on a regular basis and report immediately any malfunction to the Building Resident Manager.
8. Student agrees to follow all applicable University safety procedures.

J. UNIVERSITY ASSIGNMENTS The University reserves the right to assign Housing to make the most effective use of available space, to consolidate students, and to use unoccupied space in any Housing. This USGHC 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 Director of Housing Business Services 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.

If Student has 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.

Animals are not allowed in University-owned housing with the exception of Service or Emotional Support animal. Student with Service or Emotional Support animal must contact the Office of Accessible Education before bringing Service or Emotional Support animal to campus Housing.

K. APARTMENT/ROOM CHANGES Any apartment or room change request must be approved by the Director of Housing Business Services or designee. If notification to consolidate has been issued to Student, the room or apartment change must be completed within five (5) days. No apartment/room changes may be conducted without the written authorization of the Director of Housing Business Services or designee, which authorization may be withheld in the sole discretion of the Director of Housing Business Services or

designee. Unauthorized room changes may result in termination of this USGHC and/or assessment of a disciplinary fine. Students who make an unauthorized change may be required to return to the original assignment, denied the opportunity to participate in any other room change, and assessed a two hundred and fifty dollar (\$250) fine. A student requesting a room change must obtain prior approval from the Director of Housing Business Services or designee. If a student elects not to change rooms after the student's room change request has been approved by the Director of Housing Business Services or designee, a \$50 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.

L. 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 premises, and submission of the check-out portion of the Room Inventory Inspection. Failure to follow check-out procedures may result in financial penalties.

M. 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. 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 term of residency ends, at Student's expense.

N. ROOM ENTRY AND INSPECTION POLICY Room entry and inspection by University officials may occur periodically. The University balances the right to privacy of Student with the 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, repair, inventory, construction, and/or inspection. The University also reserves the right to enter a residence without notice for responding to real or reasonably perceived health or safety emergencies, and/or to ensure evacuation during fire alarms, during vacation periods, and/or for response to situations where there is a reasonable suspicion that a violation of the law or University policies is occurring or has occurred inside a particular apartment/room. If University officials enter Student's apartment/room without notice, it is not necessary that Student be present, nor will Student's refusal, either verbal or physical, prevent an entry or inspection. By entering into this USGHC, Student consents to the apartment/room entry and inspection by University officials under those circumstances indicated herein.

O. COMMERCIAL/BUSINESS USE OF FACILITIES Student may not use Housing or any University housing facilities for commercial/business purposes. This includes use of data and cable TV lines, as well as mailboxes, to conduct or carry out any commercial or business purposes. Soliciting and/or distributing published materials and fundraising in Housing may be conducted only in accordance with University policy.

P. 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, placed in Student's mailbox, sent via email or mailed to Neighborhood Unit address.

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](#).

Q. SMOKE-FREE CAMPUS Santa Clara University is a smoke-free, 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.

R. 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 Student 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, University Square, St. Clare, Park Avenue, 2477 Park Avenue, 2479 Park Avenue, 3210 The Alameda, 529 Lafayette Street, 536 Alviso Street, 541 Alviso Street, 543 Alviso Street, 544 Alviso Street, 564 Alviso Street, 575 Alviso Street, 584 Alviso Street, 775 Bellomy Street, 805 Bellomy Street, 819 Bellomy Street, 831 Bellomy Street, 841 Bellomy Street, 845 Bellomy Street, 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 (a) 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 (b) upon the occurrence of any of the activities described 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.

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

T. 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 and facilities.

U. RESIDENT STUDENT RIGHTS AND RESPONSIBILITIES Student agrees to abide by all applicable laws and University regulations 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 USGHC, Student will be subject to University disciplinary procedures as well as possible termination of this USGHC. Full details of University regulations and disciplinary procedures are outlined in the Santa Clara University Student Handbook. The following acts subject the offender 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, or community living expectations. Specific acts include, but are not limited to: violation of state laws regarding alcohol possession and/or consumption, consumption of alcohol in public areas, and possession of alcohol by minors; violation of state laws regarding possession and/or consumption of controlled substances; possession of firearms and/or explosives including all types of fireworks; throwing objects from any building; and keeping pets. 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 USGHC through my electronic signature and that this USGHC may be entered into by electronic signature and that this USGHC 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 USGHC 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 USGHC, 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.