

Santa Clara University  
Housing Office

Neighborhood Unit University Housing Contract

This NEIGHBORHOOD UNIT UNIVERSITY HOUSING CONTRACT ("NUUHC") 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 NUUHC and all addenda upon approval of Student's request for Housing by University. This NUUHC 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 NUUHC is a legally binding agreement between Student and the University for the housing of Student.

B. CONTRACTED PERIOD This NUUHC is effective, and Student may only occupy Housing, during the dates and times listed in section B(1), below. Any student who vacates or abandons Housing during the term of this NUUHC 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 NUUHC.

1. Neighborhood Units (Non-Law or Graduate students) - The term of this NUUHC begins on the Saturday preceding the first day of class for Fall Quarter 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 NUUHC may be assessed additional daily room charges. All neighborhood units owned by the University and managed by the Santa Clara University Housing Office ("Neighborhood Units") will remain open during winter break, 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 Students placed in neighborhood units are required to purchase the Apartment resident dining plan as part of this NUUHC. If neighborhood unit residents are interested in adding additional dining points, they may





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.

than 30 days' advance notice and the request is approved, a cancellation fee of \$500 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 \$300 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 \$500 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 \$300 to their student account.

Student is responsible for the condition of Neighborhood Units 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, if applicable, Student will pay for 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 the

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 NUUHC does not guarantee specific assignments or roommates. The University reserves the right to reassign Student at any time. Student may be





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 NUUHC,

other system because Student has shared a password or failed to take appropriate steps in





hazardous materials in the trash containers or bins. All trash containers shall be kept at their proper location. Residents shall ensure that large boxes are broken apart before being placed into the trash containers and/or recycling. Residents shall be responsible, at the Resident's expense, for hauling to the dump those items too large to fit into the trash containers and or recycling. Residents shall ensure that indoor furniture is kept inside the Neighborhood Unit and unsightly items are kept out of view. Only furniture designed for outdoor use is to be kept in outdoor areas (e.g. porches, decks, lawns).

Residents shall refrain from placing tables or any type of furniture or items on the front lawn of the Neighborhood Unit, including beer pong

or not consumption occurs on or off the Neighborhood Unit property. Consumption of alcohol on the property of the Neighborhood Unit is allowed provided all individuals consuming alcohol are of legal drinking age (21 years or older). Consumption and storage of alcoholic beverages is allowed in private spaces, which are defined as the residence interior, enclosed courtyards, and patios. Private space does not include such areas as exposed porches and balconies or common outdoor areas. Residents must follow State laws and University rules, regulations, and policies regarding the consumption and service of alcoholic beverages on University property.

Drinking games or simulated drinking games (i.e., water pong) are strictly prohibited in exposed porches, balconies, and common outdoor areas.

Students and Residents may not possess, distribute, or use medical marijuana in any property owned or controlled by the University. See "Marijuana Policy" section of the Student Handbook for additional information.

**FF. COMMUNITY DAMAGE** Community damage is damage done to common areas that would not be considered individual room damage, including the exterior of the unit. The common-area losses or damages that are preventable (such as broken windows, stolen furniture, light fixtures, and other vandalism) and are not assignable to individuals will be billed in equal amounts to the Residents of the property, or as determined by Housing staff. It is the responsibility of all Residents to be aware of their environment and to hold students and/or their guests who vandalize property accountable.

**GG. GUEST POLICY** Guests of Residents are welcome in Neighborhood Units. Guests are defined as any person who is not contracted to live in the house or apartment where they are present. This definition includes other SCU students who live in other residence halls or



regarding any landscaping item. 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 Residents 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 Residents receive 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 the Neighborhood Units 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 Residents' Neighborhood Unit without prior notice, it is not necessary that Residents be present; nor will the Residents' refusal to permit entry, either verbal or physical, prevent entry or inspection. By entering into the UHC, Residents consent to room entry and inspection under those circumstances indicated and understands that if violations are found by University officials, Residents may be charged for failure to follow policies and/or procedures.

LL. OCCUPANCY ASSIGNMENT LIMITS Occupancy assignment limits for each Neighborhood Unit are two per bedroom unless the bedroom size exceeds 174 square feet or in the case of smaller units, the bedroom size is below 87 square feet.

MM. PARKING Residents shall only use parking spaces of the Neighborhood Unit property on the street. Residents shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Vehicles parked in unauthorized areas may be towed at the vehicle owner's expense. Inoperable, dismantled or partially dismantled, or unregistered vehicles are subject to tow under B6(h)-5(i)- Tf1 0 0 1 712 0 612 792 reW\*nBT/F4 9.96 Tf1 0





