

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.

Terms and Conditions of Occupancy

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

G. CONTRACT CANCELLATION DUE TO STUDENT NO LONGER ATTENDING OR WITHDRAWING FROM UNIVERSITY PRIOR TO THE BEGINNING OF THE TERM OF THIS NUUHC Student may cancel this NUUHC 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, (dent not attention of

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, 2025 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 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 \$1000 charged to their student account.

I. CANCELLATION DUE TO STUDY ABROAD If Student notifies the Housing Office when submitting his or her NUUHC 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 NUUHC, 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

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

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

room at the time of check-out. If the 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 Neighborhood Unit is in good, safe and clean condition at the time of possession. Unless it can be otherwise conclusively determined, all students assigned to a Neighborhood Unit will be responsible for an equal share of damages. All of the residents of a Neighborhood Unit may be held jointly responsible for loss, damage, and/or defacement to common areas and/or fixtures. 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 furniture into the Neighborhood Unit, Student must adhere to all California state fire codes. All furniture must be flame retardant. Student may bring own

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 NUUHC 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 no

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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.

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

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Residents must address and remove immediately any abandoned, dismantled, wrecked, inoperable, unlicensed and discarded objects, equipment or appliances such as, but not limited to, stoves, ovens, water heaters, air conditioning units, and other appliances.

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JJ. MAIL DELIVERY Residents of Neighborhood Units must use their Neighborhood Unit address for mail delivery.

KK. MAINTENANCE, REPAIRS & ALTERATIONS Residents shall advise the University of any items requiring repair, such as dripping faucets, broken light switches or receptacles,

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 Resident shall only use parking spaces of the Neighborhood Unit property or 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 California Vehicle Code 22658 and any applicable local laws and/or ordinances. A parking permit to park at the Neighborhood Units

Appeals for the first violation of the university housing contract shall be submitted to and reviewed by the Housing Office.

The Resident agrees that in addition to paying any fines levied by the University, the Resident will pay (or reimburse) the University for any fines assessed to the University as a result of the Resident's or guest's actions, whether they were intentional, accidental or negligent, by any government agency including, but not limited to, the Police Department, Fire Department, or code enforcement agencies.

If City of Santa Clara or local agency sends notice to the University regarding Resident's or guest's actions, the following sanctions and/or fines apply:

- I. A fine of \$500.00 for the first offense
- II. Any additional violations will result in a violation of the Student Conduct Code. Sanctions for these violations could include but are not limited to, Housing Contract Probation, Housing Contract Cancellation (\$1000 cancellation fee), Disciplinary Probation and additional fines.

Appeals for violations of City of Santa Clara ordinances shall be submitted to and reviewed by the Office of Student Life.

PP. 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 NUUHC, Student will be subject to University disciplinary procedures as well as possible termination of this NUUHC. 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 NUUHC through my electronic signature and that this NUUHC may be entered into by electronic signature and that this NUUHC may be entered into by electronic means (e.g., a Google Form accessed through my M(e)6U8)5(my)-13()5

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 NUUHC, I UNDERSTAND THAT I HAVE