("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.

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

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.

- The term of this UHC begins on the Saturday 1. 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. - The term of this UHC for incoming first-year student residents begins on the Friday 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.

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- 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.

is not **possi**ble, Student will **stayd** (400 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).

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Student may cancel this UHC by submitting written notification to the Housing Office at <u>housing@scu.edu</u> ("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.

- 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 4cances/basion GreeWintsGo(0)chartgetione 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 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.

before

- If notice of cancellation for the Winter Quarter is received on or

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.

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, 2024; 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.

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

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

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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 \$500 if found in violation of this policy.

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.

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.

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

I. 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.

II. Branch 2 Pest Control - General Pest: The practice relating to the control of household pests excluding fumigation with poisonous or lethal gases.

III. Branch 3 Pest Control - Wood Destroying Organisms: The practice relating to

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.