Santa Clara University Housing Office University Summer Housing Contract

Both parties assume the rights and responsibilities outlined in the Terms and Conditions of Occupancy and all supporting documents upon approval of Student's request for Housing by University. This USHC 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 USHC is effective, and Student may only occupy Housing during the dates and times listed in sections A(1) and A(2) below. Any student who vacates or abandons Housing during the term of this USHC 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 USHC.

Housing Office. Room charges are due as billed by the Bursar's Office. Students are billed based on the summer session or sessions taken for summer school.

Student authorizes the University to post housing charges directly to their student account. Student understands the charges may include, but may not be 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 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 (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.

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.

If Student requests to vacate University housing after taking possession of a room the following cancellation policy shall apply:

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 15 days' advance notice and the request is approved, a cancellation fee of \$300 will be charged to Student's a

remove and/or store possessions left on the premises after Student vacates Housing, at Student's expense.	

- 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

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

- 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 Villas, 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.
- a. 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 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.
- b. 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-contai

It is the University's goal to maintain a pest free environment in Housing. The