This UNIVERSITY HOUSING CONTRACT ("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 the Terms and Conditions of Occupancy and all supporting documents upon approval of Student’s request for Housing by University. This UHC is nontransferable.

Terms and Conditions of Occupancy

A. PARTIES This UHC is a legally binding agreement between Student and the University for the housing of Student only. This UHC does not extend to the housing of family members of Student, including, but not limited to, spouses, parents, or children, or to any other third parties.

B. CONTRACTED PERIOD 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.

1. University Villas Residents - The term of this UHC begins on the Friday preceding the first day of classes and ends at 9:00PM on the last day of undergraduate final examinations of Spring Quarter. Graduating seniors will receive an automatic extension until noon 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.

2. Freshmen Residents - The term of this UHC for incoming freshmen begins at 8:30AM 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.

3. Returning Undergraduate Residents (Non-University Villa Residents) - The term of this UHC for returning undergraduate students begins at 9:00AM on the Sunday 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.

C. RESIDENT DINING PLAN REQUIREMENT Student is required to select and purchase a resident dining plan as part of this UHC. Student is required to indicate Student’s resident dining plan selection when completing the RLC/Housing Preference Form or once online Room Selection is completed. Should Student fail to select a dining plan on the RLC/Housing Preference Form or after completing online Room Selection, University will assign the Basic Dining Plan. Up to seventy-five (75) unspent dining points carry over from the Fall to the Winter Quarter and from the Winter to the Spring Quarter. The resident dining plan expires on the last day of the academic year and any remaining unspent points are non-refundable and non-transferable. Incoming freshmen can select from the Preferred or Basic resident dining plans only. Students who are in their third or fourth year may select the Junior/Senior resident dining plan. Only Students who are in their second, third or fourth year and who are confirmed to be placed in an apartment accommodation with a full kitchen may select the Apartment resident dining plan.

D. STUDENT STATUS Residents must be full-time (12 or more units per quarter), matriculated students currently enrolled at Santa Clara University. Exceptions to this requirement must be requested in advance in writing and approved by the Housing Business Services Director or designee.

E. DEPOSIT INFORMATION A two hundred and fifty dollar ($250) housing deposit (“Deposit”) must be submitted with this UHC. The Deposit will be credited to Student’s first room and board charge under this UHC, except as stated in Sections F, G and H, below.

F. CONTRACT CANCELLATION DUE TO STUDENT NO LONGER ATTENDING OR WITHDRAWING FROM UNIVERSITY PRIOR TO THE BEGINNING OF THE TERM OF THIS UHC

Student may cancel this UHC 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, the Deposit is refundable. If notice of cancellation is received May 2 – May 31, Student will forfeit $50 of the Deposit (or, if the student’s account balance has already zeroed out and/or a forfeiture is not possible, Student will pay $50 to the University’s Housing Office). If notice of cancellation is received June 1 – June 30, Student will forfeit $100 of the Deposit (or, if the student’s account balance has already zeroed out and/or a forfeiture is not possible, Student will pay $100 to the University’s Housing Office). If notice of cancellation is received July 1 – July 31, Student will forfeit $150 of the Deposit (or, if the student’s account balance has already zeroed out and/or a forfeiture is not possible, Student will pay $150 to the University’s Housing Office).
If notice of cancellation is received on or after August 1, Student will forfeit full $250 Deposit (or, if the student’s account balance has already zeroed out and/or a forfeiture is not possible, Student will pay $250 to the University’s Housing Office).

G. CONTRACT CANCELLATION NOT DUE TO WITHDRAWING PRIOR TO THE BEGINNING OF THE TERM OF THIS UHC Student may cancel this UHC by submitting written notification to the Housing Office at housing@scu.edu (“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.

1. FALL QUARTER – 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’s account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to the University’s Housing Office) plus a cancellation fee of $300 charged to the student’s Bursar account. A notice of cancellation received July 1 - July 31 will result in the forfeiture of the Deposit (or, if the student’s account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to the University’s Housing Office) plus a cancellation fee of $500 charged to the student’s Bursar account. A notice of cancellation notice August 1 - September 19 will result in the forfeiture of the Deposit (or, if the student’s account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to the University’s Housing Office) plus cancellation fee of $700 charged to the student’s Bursar account.

2. WINTER QUARTER - If notice of cancellation for the Winter Quarter is received on or before November 6, the Deposit is refundable. A notice of cancellation received November 7 - November 27 will result in the forfeiture of the Deposit (or, if the student’s account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to the University’s Housing Office) plus a cancellation fee of $300 charged to Student's Bursar account. A notice of cancellation received November 28 - December 11 will result in the forfeiture of the Deposit (or, if the student’s account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to the University’s Housing Office) plus a cancellation fee of $500 charged to Student’s Bursar account. A notice of cancellation received December 12 - January 1, 2016 will result in the forfeiture of the Deposit (or, if the student’s account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to the University’s Housing Office) plus a cancellation fee of $700 charged to Student’s Bursar account.

3. SPRING QUARTER - If notice of cancellation for the Spring Quarter is received on or before February 5, 2016 the Deposit is refundable. A notice of cancellation received February 6 – February 26 will result in the forfeiture of the Deposit (or, if the student’s account balance has
already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to the University’s Housing Office) plus a cancellation fee of $300 charged to Student’s Bursar account. A notice of cancellation received February 27 - March 4 will result in the forfeiture of the Deposit (or, if the student’s account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to the University’s Housing Office) plus a cancellation fee of $500 charged to Student’s Bursar account. A notice of cancellation received March 5 - March 25 will result in the forfeiture of the Deposit (or, if the student’s account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to the University’s Housing Office) plus a cancellation fee of $700 charged to Student’s Bursar account.

H. CANCELLATION DUE TO TEMPORARY WITHDRAWAL/STUDY ABROAD If Student notifies the Housing Office when submitting his or her UHC that Student intends to study abroad sometime during the academic year, or intends to temporarily withdraw from the University until a later date, no penalty will be assessed if Student studies abroad or temporarily withdraws from the University sometime during the academic year. The Deposit will be applied towards charges for the Winter Quarter or the designated quarter occupancy begins. If Student fails to indicate his or her intent to study abroad sometime during the academic year or to temporarily withdraw from the University at the time of submission of this UHC, the following applies:

1. No penalty if notification received by June 30; Deposit will be retained by the Housing Office to apply towards Winter or later starting quarter occupancy;

2. If notification is received between July 1 and July 31, a cancellation fee of $300 will be charged to Student’s Bursar account and the Deposit will be retained by the Housing Office to be applied towards Winter charges or later starting quarter occupancy.

3. If notification is received between August 1 and August 31, a cancellation fee of $500 will be charged to Student’s Bursar account and the Deposit will be retained by the Housing Office to be applied towards Winter charges or later starting quarter occupancy.

4. If notification is received between September 1 and September 19 a cancellation fee of $700 will be charged to Student’s Bursar account and the Deposit will be retained by the Housing Office to be applied towards Winter charges or later starting quarter occupancy.

I. 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. Students who contract for University housing for less than a full quarter will be assessed room and board charges according to the following schedule:
1. The minimum charge for students who take possession of (receive keys/encode ACCESS card and check in) University housing is 20% of the quarterly charges.

2. Students who move in within the first seven (7) days of a quarter will be charged from the first day of the quarter. Students who officially check out during the last twelve days of the quarter will be assessed the charges of the full quarter.

3. Students who maintain possession of a University residence for more than 20% of the quarter but less than 80% of the quarter will be assessed room and board charges on a prorated scale based on the number of weeks of occupancy.

J. HOUSING AND OTHER CHARGES Student authorizes the University to post housing charges directly to his or her Bursar account. Student understands that the charges may include, but may not be limited to, room and board 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, he or she 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.

K. 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 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.

L. CONTRACT TERMINATION Any student who requests to vacate University housing after taking possession of a room is subject to the following cancellation policy:

1. Student requests to move home or off-campus mid-quarter but remains enrolled - 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 Student's
Bursar account. If Student gives less than 30 days’ advance notice and the request is approved, a cancellation fee of $500 will be charged to Student’s Bursar account.

2. Student requests to move home or off-campus at end of 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 Student’s Bursar account. If Student gives less than 30 days’ advance notice and the request is approved, a cancellation fee of $500 will be charged to Student’s Bursar account.

3. 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 less than 30 days before the end of the Quarter, Student will be charged a cancellation fee of $300 to Student’s Bursar account.

4. Student requests cancellation due to incapacity, emergency, or medical condition - If Student provides supporting documentation from attending medical professional with his or her request and is released from this UHC, Student will be charged prorated room and board costs based on when Student vacated. No cancellation fee will be assessed.

5. Student withdraws from University - This UHC is terminated if Student withdraws from the University before the end of the academic year. If Student notifies the Housing Office 30 days before the end of the Quarter, no penalty will be assessed. If the student notifies the Housing Office less than 30 days before the end of the Quarter, a cancellation fee of $300 will be charged to Student’s Bursar account.

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

M. CANCELLATION BY THE UNIVERSITY A student removed from University housing or the University as a result of academic dismissal or disciplinary action must vacate University housing within 24 hours of receipt of notification. The University may also terminate or suspend this UHC if Student breaches any of the terms and conditions of this Agreement, including violating the University’s Student Conduct Code or administrative policies. In such cases, Student shall be subject to prorated room charge plus a cancellation fee of $700 charged to Student’s Bursar account. The amount left on Student’s resident dining account will be refunded based on the amount available at time of official check out.
N. ROOM CONDITION AND FURNISHINGS The University supplies basic furniture, such as a desk and chair, bed, mattress, and drawer space. Student may not stack furniture, remove University-provided furnishings from his or her unit, remove 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 provided by the University, less normal wear and tear. Student agrees to submit a Room Condition Report/Apartment Condition Report at the time of check-in. Upon check-out, Student will pay for missing or damaged furniture and damages beyond normal wear and tear, to restore the room and/or furnishings to the condition noted on the Room Condition Report/eRoom Condition/Apartment Condition/eApartment Condition Report. 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 Condition Report/eRoom Condition/Apartment Condition/eApartment Condition Report 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 Room Condition Report/eRoom Condition/Apartment Condition/eApartment Condition Report is not returned/completed within three (3) business days of the time of check in, the University will assume the assigned room/apartment is in good, safe and clean condition at the time of possession. Unless it can be otherwise conclusively determined, all students assigned to a room 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. When charges are allocated to a student(s), the payments will be charged to the student’s Bursar account in accordance with established policies. Students who wish to bring additional furniture into their rooms must adhere to all California state fire codes. All furniture must be flame retardant. Students are not allowed to bring into their rooms any type of loft bed or bed unit, homemade or commercially built. Some University-furnished beds can be bunked using approved accessories and tools. All other unauthorized lofting/bunking is not allowed.

O. 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 does not guarantee specific assignments or roommates. The University reserves the right to reassign a student at any time. Students may be reassigned when, in the opinion of the Housing Business Services Director or designee, a student is considered (a) disruptive to his or her residential community, (b) incompatible with his or her roommate, or (c) unwilling to abide by University rules and regulations or government regulations. Students may also be reassigned for any other reason, including, but not limited to, earthquake, flood, fire, or similar calamity or act of God. Assignments will normally be made on the basis of two students per room in the traditional residence halls. However, demand for housing may require that the University assign three persons per room, and, thus the University reserves the rights to assign students in this manner. Students also may be assigned to temporary space. Students so assigned will be reassigned to double occupancy spaces as they become available. Students still assigned to
such triple occupancy or temporary housing after the first day of the fourth week of classes will receive a prorated credit toward the next quarter’s charges. Students who are reassigned but refuse the assignment are not eligible for the prorated credit.

P. ROOM CONSOLIDATION Students who are assigned to a double occupancy room and who have a vacancy in their room due to the transfer, cancelation, or withdrawal of a prior roommate will be asked to consolidate with other similarly situated students by the Housing Business Services Director or designee. The students with the higher class standing and accumulated academic units will be given the first opportunity to either stay in the rooms or relocate. The students who relocate will be given a $200 credit on their Flex accounts once the relocations are complete. The relocated students will also be offered moving assistance which will be coordinated in advance. Once it is determined that the needs of the University have been met, single occupancy rooms may be offered at the published single room rates. It is anticipated that the bulk of room consolidations will take place towards the end of the Fall and Winter Quarters, but there is the possibility of room consolidations being initiated at any time during the academic year, up until the fifth week of the Spring Quarter. Students who have not contracted for single occupancy rooms, do not have a roommate, and have been asked to consolidate but have not, must either pay the single room rate, obtain a roommate, or change rooms.

Q. ROOM CHANGES Any room change request must be approved by the Housing Business Services Director or his/her designee and completed within five (5) calendar days if notification to consolidate has been issued to Student. If the consolidation has not occurred within this five-day period, Student will automatically be charged, and is legally obligated to pay, the single room rate. No room changes may be conducted without the written authorization of the Housing Business Services Director or his/her designee, which authorization may be withheld in the sole discretion of the Housing Business Services Director or his/her designee. Unauthorized room changes may result in termination of this UHC and/or assessment of a $250 fine. Students who make an unauthorized room change may be required to return to the original assignment and may be denied the opportunity to participate in any other room change. A student requesting a room change must obtain prior approval from the Housing Business Director or his/her designee. If a student elects not to change rooms after a room change has been approved by the Housing Business Director or his/her designee, a $50 fine will be assessed.

R. CHECK-IN DEADLINE The University may terminate this UHC if Student fails to officially check-in to his/her assigned room before 8:00 a.m. on the first day of classes unless prior written notice of Student’s late check-in is received by the Housing Office. The University may terminate this UHC if Student fails to officially check-in to his/her assigned room within twenty-four (24) hours of signing this UHC and does not provide prior written notice of late check-in to the Housing Office, if this UHC is signed after the commencement of the current Quarter. Official check-in means (a) Student’s acceptance of access to the building and assigned room (keys/card access) and (b) Student’s submission of the Room Condition/eRoom Condition/
Report/eApartment Condition/Apartment Condition Report indicating condition of room and all furnishings assigned to Student.

S. 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 room; return of all issued keys to Student’s community staff member; cleaning the room; and submission of the check-out portion of the Room Condition Report/Apartment Condition Report. Failure to follow check-out procedures may result in financial penalties. The University assumes no responsibility for property left after Student vacates Housing. The Housing Office reserves the right to remove and/or store possessions left on the premises after Student vacates Housing, at Student’s expense.

T. ROOM ENTRY AND INSPECTION POLICY 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 Student 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 Student receives 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 Student’s room without notice to respond to real or reasonably perceived health and safety emergencies, and/or to ensure evacuation during fire alarms, during vacation periods and/or 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 Student’s room without prior notice, it is not necessary that Student be present; nor will Student’s refusal to permit entry, either verbal or physical, prevent entry or inspection. By entering into this UHC, Student consents to room entry and inspection under those circumstances indicated and understands that if violations are found by University officials, Student may be charged for failure to follow policies and/or procedures.

U. CONSTRUCTION AND RENOVATION Construction and remodeling or repair of academic and residential buildings on the Santa Clara University campus in the vicinity Housing is scheduled for the 2015–2016 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 UHC, Student agrees that he or she has been advised of said scheduled construction which may result in disturbances and disruptions.

V. COMMERCIAL/BUSINESS USE OF FACILITIES Student may not use his or her room or any university housing facilities for commercial/business purposes. This includes use of phone, data, and cable TV lines, as well as voicemail and mailboxes to conduct or carry out any commercial business.
W. TECHNOLOGY USE The Offices of Housing and Residence Life, as well as many other university entities, communicate with students by means of their on-campus mailboxes and university email. Students are responsible for all information, including policy and procedure information, placed in their mailboxes or sent to them via email.

Any technology that a student brings on campus, coupled with the technology available at the University, provide a student with access to information and tools to support his/her academic career. Technology also has the capacity to do considerable damage and harm if not treated and handled responsibly. Students are asked to adhere to these policies:

1. No personal routers or wireless routers may be installed by students. 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. Students are prohibited from providing service to others.

3. Any use of campus data services, beyond those explicitly permitted, must be submitted for approval to the Office of Information Technology.

4. Students are required to register all devices to be attached to the campus network. As part of the registration process, students are required to read and agree to adhere to the usage policies of these technology and communication resources. As part of these policies, students are 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 his/her 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.

The University provides substantial electronic resources and access to information, the privacy of which is tied to Student’s electronic IDs and passwords. Student should never share his/her ID and passwords with others. If someone else misuses Student’s computer or other system because Student has shared a password or failed to take appropriate steps in securing his or her 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 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 of fines 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 at http://www.scu.edu/studentlife/resources/publications/student_handbook.cfm

X. SMOKE-FREE CAMPUS - On July 1, 2015, Santa Clara University will become a smoke-free campus. Beginning with the 2015 - 2016 academic school year, the use of all forms of tobacco, tobacco products, and electronic smoking devices will be prohibited everywhere on-campus, including all University-provided undergraduate and graduate student housing and the surrounding outdoor areas.

Y. 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 he or she 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, and Swig.

   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

   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 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.

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-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:

i. 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;

ii. Student(s) 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 in (b) (i) above.

Z. 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, facilities, and dining services accordingly.

AA. 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 UHC, Student will be subject to University disciplinary procedures as well as possible termination of this UHC. 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, 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. If Student is 18 year of age or older, Student must check the box "I Agree", below.

I have received and read this University Housing Contract and I understand and agree to its terms. By checking the box "I Agree", I agree to abide by the terms of this UHC and agree that all information submitted on this form is accurate. Falsification of any information may result in revocation of this UHC and/or disciplinary action.

If Student is under 18 years of age, a parent or guardian must provide his or her full name in the space below and check the box "I Consent".

I have received and read this University Housing Contract and I understand and agree to its terms. By checking the box "I Consent", I agree to abide by the terms of this UHC and will direct Student to abide by the terms of this UHC, and agree that all information submitted on this form is accurate. Falsification of any information may result in revocation of this UHC and/or disciplinary action.