1. **PARTIES.** The parties to this Contract are The Regents of the University of California (“University”) and the undersigned student (“Student”).

2. **TERM.** The term of this Contract shall be the 2006-2007 Academic Year, and the dates of occupancy shall be as specified in the Housing Offer. By signing this Contract, Student agrees to be bound for the entire term of this Contract. This Contract, properly executed, shall be effective on the date the first payment required by the Housing Offer is received and accepted by University.

3. **UNIVERSITY SHALL:**
   a. Provide Student with a single, double or triple-occupancy furnished room in UCLA On-Campus Housing for the term of this Contract. University, at its sole discretion, reserves the right to utilize a double room for double or triple occupancy and to reduce the number of residents per room or suite as space becomes available. The terms and conditions set forth herein apply to all room types occupied by one, two, or three residents.
   b. Furnish meals as described in Appendix A attached hereto and incorporated herein.
   c. Provide cleaning service for common areas (lounges, hallways, and bathrooms) of the Residence Halls and the common areas (balconies, stairways, and bathrooms) of the Residential Suites, and Residential Plazas.
   d. Provide in-room computing services as described in Appendix B, attached hereto and incorporated herein.

4. **STUDENT SHALL:**
   a. Be a regularly enrolled, full-time student as defined by the Registrar’s Office for the term of this Contract.
   b. Pay Housing in accordance with the dates and amounts specified in the Housing Offer.
   c. Move into the room assigned no later than 12:00 p.m. the first day of classes each quarter. If Student cannot move in by this day, Student agrees to furnish prior written notice of late arrival to the Housing Assignment Office.
   d. Not change, modify, or alter the room, its fixtures, furnishings, equipment, or decoration without the written consent of the facility Residence Hall Manager.
   e. Not assign this Contract or sublease the room, or use it in any other manner than as a personal residence.
   f. Abide by the rules and regulations of On-Campus Housing, the University and all applicable State and Federal laws which are incorporated herein by reference. Rules and Regulations are listed in the UCLA On-Campus Housing Handbook (www.orl.ucla.edu/handbook) which is incorporated herein by reference. Violation of the rules and regulations may form the basis for disciplinary action against Student which may include termination of this Contract and initiation of eviction proceedings.
   g. Leave the room or suite and its furnishings in clean and orderly condition at the termination of this Contract.
   h. Not perform or arrange for others to perform any repairs to damages or any corrections of deficiencies in the premises whether during or upon termination of Student’s tenancy. The foregoing shall not limit Student’s right to request that University repair damage, correct deficiencies, or otherwise service the premises during the tenancy. Not withstanding such a request, Student shall be liable for any damage done to the premises or deficiencies created by Student. Normal wear-and-tear is excepted.
   i. Shall be obligated for the entire term of this Contract.

5. **TERMINATION.**
   a. University may terminate this Contract and all attendant rights of occupancy upon 30 days notice to Student. Student may be subject to a three-day notice to perform covenant or quit, to pay rent or quit, or a notice to quit, whichever is appropriate, under any circumstances allowed by law, including the following:
      i. If Student ceases to be a registered student as a result of graduation, transfer, withdrawal, or dismissal, or eligible for On-Campus Housing as a result of marriage.
      ii. Failure to comply with the Contract and/or University and On-Campus Housing regulations (as stated in the On-Campus Housing Handbook).
      iii. Failure to make required payments in accordance with the Housing Offer.
      iv. Failure to comply with any applicable state and/or federal law which are incorporated herein by reference.
   b. This Contract may be terminated by Student with written approval of University. In the event of approval, the effective termination date shall be the date University approval is granted. Student shall remain responsible for all room and board charge until the termination date. Student shall be entitled to a refund of the student association fee for any remaining full quarter and a pro-rated room and meal charges refund for any such charges paid beyond the effective termination date, less any outstanding amounts owed as allowed by law, provided Student, if in residence, has completed the established checkout procedure. Students who withdraw or are dismissed from the University must meet with the Resident Director of their residence hall or suite to obtain
a Contract Termination Referral Form. It is Student’s responsibility to furnish the Housing Assignment Office with evidence of dismissal from the University within seven days of the effective date of dismissal. In the event of marriage, Student must present a marriage certificate; this Contract will be terminated on the date that evidence is presented to the Housing Assignment Office if the marriage ceremony occurs during the term of this Contract.

c. This Contract will be terminated if Student fails to attend the University for any quarter during the term of this Contract in which Student has contracted to be an occupant of a University residence hall or suite. Written notification of nonattendance must be submitted to the Housing Assignment Office. In the event notification of nonattendance is received after the residence hall or suite opens, a prorated charge will be made for room and board to the date written notification is received by the Housing Assignment Office.

d. Contract Termination Fee: A $150.00 Contract Termination Fee shall be paid by Student unless the Contract is terminated as a result of circumstances beyond his or her control as determined by the University in its sole discretion. The Contract Termination may also be waived upon approval of the Director of Housing based upon compelling and unanticipated medical or financial problems. The Contract Termination Fee covers the University’s administrative costs resulting from Student vacating or failing to occupy the room, is agreed to be reasonable, and is accepted as the amount of liquidated damages caused by such circumstances because it is at this time impractical and difficult to determine actual damages. It shall be Student’s responsibility to furnish University’s Housing Assignment Office with evidence of dismissal from the University within seven days of the effective date of dismissal.

e. Late Cancellation Fee: Any cancellation after July 31, 2006 for Fall Quarter, October 12, 2006, for Winter Quarter, or January 25, 2007, for Spring Quarter shall be assessed a $150.00 Late Cancellation Fee in addition to the above-described Contract Termination Fee. The Late Cancellation Fee covers the University’s cost resulting from the cancellation by the Student after the specified dates, is agreed to be reasonable, and is accepted as the amount of liquidated damages caused by such circumstances because it is at this time impossible or impractical to determine actual damages.

6. IT IS FURTHER AGREED THAT:

a. University may enter Student’s room or suite during operational working hours for cleaning, maintenance, and/or any reason allowed by law, including to make repairs, alterations, or facility improvements, to ensure compliance with Housing, Office of Residential Life and health and safety regulations, or in the event of an emergency, building evacuation, or abandonment of the room or suite by either Student or Student’s roommate(s). Prior notice will be given of such entry to Student or Student’s assigned roommate(s) except in cases of emergency, abandonment, or where impractical.

b. A $25.00 late charge shall be assessed for each delinquent installment payment and each month it remains delinquent. Failure to make a payment will result in meal/record restriction. Due dates for payments are set forth in the Housing Offer. Such charge is agreed to be reasonable and is accepted as the amount of liquidated damages for each delinquent payment because at this time it is impossible or impractical to determine the added costs to the University resulting from a delinquent payment.

c. The cost of any loss or damage to the facility or its fixtures, furnishings, equipment, or decoration, shall be charged to Student if either Student or Student’s guest is the cause of such loss or damage. Such cost shall be determined by University’s in its sole discretion and payment for such costs shall be made by the Student and due upon receipt of the notice. In the event the cause of any loss or damage to the facility or its fixtures, furnishings, equipment, or decoration cannot be determined after reasonable investigation by University, the pro rata cost of such loss or damage shall be charged to Student regardless of whether Student was present at the time the loss or damage occurred.

d. University does not promise or guarantee Student an assignment to any particular room in On-Campus Housing. University may require Student to move to another room at University’s sole discretion.

e. University assumes no responsibility and provides no insurance or financial protection for Student’s personal property. Renter’s insurance may be obtained from insurance companies; University does not offer renter’s insurance.

f. A breach of this Contract by Student, including but not limited to by delinquency in payment, may result in any or all of the following actions: suspension of contracted meals, eviction, administrative action against Student’s status in the University, a hold on records, and initiation of termination of tenancy proceedings.
g. University may, at its sole discretion, increase the room and board fees by up to 5% of the total charges in the event of unusual and unforeseen circumstances, and modify the Housing Offer accordingly.

h. In the event of a vacancy in an assigned room/suite, University will change individual contracts to match the remaining occupancy level.

7. TELEPHONE SERVICE. Pursuant to Civil Code section 1941.4, University is responsible for installing one useable telephone jack and for placing and maintaining the inside telephone wiring in good working order in residential dwellings. Student is responsible for the telephone and any wiring between the telephone and the telephone jack. If there is a problem with telephone service, Student must first determine that the problem is not in the telephone or the wiring running to the telephone jack; once it is determined the problem is not in either, Student is required to notify the University’s Communications Technology Services department and the University will arrange for any necessary repair of the telephone jack or inside wiring. If Student does not report such problems to the University and incurs a cost arranging a repair, the University shall not be liable for reimbursement to the Student. If Student chooses not to activate the in-room phone service, Student must notify the front desk in writing and provide an alternate local number.

8. PARKING. Parking availability is not guaranteed. Student is responsible for adhering to all campus and housing parking regulations (as stated in the On-Campus Housing Handbook).

9. WAIVER, MODIFICATION, NON-ENFORCEMENT: Any waiver or modification of the conditions of this Contract shall be in writing signed by Student and an authorized representative of the University’s Housing Administration. Any waiver or non-enforcement by University of any term or condition of this Contract shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Contract. Acceptance by University of any rental payment after Student’s breach of any provision of this Contract shall not be deemed a waiver of such provision or any prior or subsequent breach of any provision, other than Student’s failure to make timely payment of the rental installment so accepted, whether or not University knew of the prior breach at the time such rent was accepted.

10. CERTIFICATION. Student certifies that the statements made on the application in connection with this Contract are true and correct. Falsification of these statements will render this Contract null and void. Student has read and understands the terms and conditions of this Contract and has received copies of the Housing Offer and Appendices A and B, all of which are incorporated herein by reference.

11. CIVIC CODE 2079.10. “Notice: The California Department of Justice, sheriff’s departments, police departments serving jurisdictions of 200,000 or more and many other law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a ‘900’ telephone service. Callers must have specific information about individuals that they are checking. Information regarding neighborhoods is not available through the ‘900’ telephone service.”

By signing below, the undersigned indicate that they have read this Contract in full, including any and all appendices and documents incorporated by reference, and agree to be bound by its terms.

REGENTS OF THE UNIVERSITY OF CALIFORNIA: STUDENT (PARENT OR GUARDIAN, IF UNDER 18):

[Signature]

Director of Housing

Signature

Date

Print name

University ID
2006-2007 UNIVERSITY HOUSING CONTRACT
Appendix A: On-Campus Meal Service
UNIVERSITY OF CALIFORNIA, LOS ANGELES

The information presented herein is incorporated into the 2006-2007 University Housing Contract and contains important information about your meal plan options.

IT IS AGREED THAT:

1. University shall offer three meals per day (breakfast, lunch, and dinner) Monday through Friday, and two meals (brunch and dinner) on Saturdays, Sundays and selected academic holidays as specified in the Housing Calendar.

2. All meal plans begin with Monday breakfast and end at Sunday dinner. Dinner will be the first meal served on the Sunday scheduled opening day of the Residence Halls each quarter. Lunch will be the last meal served on the final day of exams each quarter. Over the Thanksgiving break (November 23–26, 2006) the last meal served will be dinner on Wednesday, November 22, 2006. Meal service will resume with dinner on Sunday, November 26, 2006. The Residence Halls, Residential Plazas, and the Residential Suites will be closed over the Winter Break (December 16 – January 7, 2007) and consequently, there will be no service during this time. The last meal served Fall Quarter will be lunch on Friday, December 15, 2006. Winter Quarter meal service will resume with dinner on Sunday, January 7, 2007. The last meal served Winter Quarter will be lunch, Friday, March 23, 2007. Spring Quarter meal service will resume with dinner on Sunday, April 1, 2007. The last meal served Spring Quarter will be lunch on Friday, June 15, 2007.

3. University reserves sole discretion to adjust dining hours during the academic year, including for reasons of usage or operational efficiencies.

4. University shall provide Student with the option of selecting one of the following five meal plans:
   a. Premiere Meal Plans for 19 and 14 meals per week: Residents selecting one of these two Premiere plans are given a set number of meals for the quarter (the equivalent of 19 per week or 14 per week for the quarter, respectively) which may be used at any time during the quarter in any combination. Residents may use the meals to bring in guests, enter residential dining facilities more than once per meal period, or roll over meals from week to week. Residents should monitor their meal usage to ensure sufficient meals are available through the end of the quarter. Any unused meals at the end of the quarter will not be rolled over to the next quarter. Residents on either of the Premier plans may not obtain more than one discount coupon or sack lunch for lunch and dinner per day. In the event of a contract cancellation, the percentage of premier meals consumed will be reconciled with the duration of the contract; if a disproportionate number of meals has been consumed, additional charges will be assessed.
      i. Bruin Premier 19 – Resident is allotted the equivalent of 19 meals per week for the quarter with the flexibility to use those meals at any time during that quarter.
      ii. Bear premier 14 – Resident is allotted the equivalent of 14 meals per week for the quarter with the flexibility to use those meals at any time during that quarter.
   b. Basic Meal Plans for 19, 14, and 11 meals per week: Residents selecting one of these three Basic plans may eat any of the meals offered each week up to the maximum meals they have chosen as their basic plan. Students with Gold 19, Blue 14, or Cub 11 meal plans may enter residential dining facilities once per meal period. Unused meals for the basic 19, 14, and 11 meal plans cannot be carried over from week to week. Students requiring additional meals per week may deposit money on their Bruin Card “Easy Pay” account. These plans are not transferable and may not be used for guest meals. Meals not taken each week will not be refunded.
      i. Gold 19 – all of the 19 meals offered each week
      ii. Blue 14 – any 14 of the 19 meals offered each week
      iii. Cub 11 – any 11 of the 19 meals offered each week
   c. Plus Meal Plan: In addition to the five meal plans described above, residents may establish an “Easy Pay” debit card account on their Bruin Card by depositing funds to their Bruin Card account. This plus the meal plan allows residents the convenience of inviting guests to dine with them without having to purchase meal coupons or use cash.

5. Student must select one of the five weekly meal plans offered. Please note that no provisions will be made for special diets, including diets based on medical, religious, or lifestyle needs or preferences.

6. Student may change his or her meal plan by filing a Request for Meal Plan Change Form with the Housing Cashiers Office. Meal plan changes may be made at no charge any time before 5:00 pm on Monday, July 31, 2006. After July 31, 2006, a $25 administrative fee will be assessed for all meal plan changes.
7. Requests to downgrade a meal plan (change to a plan with fewer meals per week or from a Premier plan to a regular meal plan) must be made no later than September 21, 2006, for fall quarter, December 14, 2006, for winter quarter, and March 22, 2007, for spring quarter.

8. Requests to upgrade a meal plan (change to a plan with more meals per week or from regular meal plan to a Premier plan) can occur anytime during the academic quarter. Meal plan upgrades are effective by 5:00 p.m. on the day they are processed.
UCLA’s Housing network is designed to facilitate the sharing of knowledge and information while supporting and enhancing the educational and research experience of the student. Access is a privilege and requires that individuals act responsibly. Services and facilities are designed to provide reliable access to the electronic resources of UCLA as well as to the Internet. They are not designed for experimentation with network protocols, running of experimental networks, or providing such services to outside entities or individuals, or for other functions that might compromise the quality and integrity of services.

The information presented herein is incorporated into the 2006-2007 University Housing Contract and contains important information about the Student’s in-room computer access.

IT IS AGREED THAT:

1. This policy is adopted by the University for purposes of managing and controlling computer network services made available to students who reside in University Housing, and may be modified or changed by the University at any time without prior notice to, or agreement by, the Student.

2. The University shall provide University Housing residents with access to the University’s computer networks and the Internet. This service is provided for students’ educational, research and incidental personal use, provided such use does not interfere with University operations of information technologies or electronic mail services, burden the University with incremental costs or excess bandwidth utilization, or interfere with your employment, student status, or other obligations to the University.

3. The University shall implement basic security and privacy measures as part of routine operations to help protect, to the extent possible, both the University and the Student from service degradation and from the effects of illegal activity, such as computer attacks. These measures may include, but are not limited to: routine testing of services and facilities, monitoring for activity patterns commonly indicating misuse and temporary or permanent limits on bandwidth consistent with maintaining stable and reliable services, registration and/or authentication of users and/or computers, and limitations and standards for wireless networking. However, the University, in general, cannot assure complete electronic security or privacy for personal computing. It is important that each individual take reasonable security and privacy precautions to protect against computer viruses and other computer attacks which may result in loss of data, unintentional release of personal information, or negative impact on the services and facilities for others.

4. If experimentation with network protocols, running of personal networks, provision or such services to outside entities or individuals, or other functions is academically required (including the need for static IP addresses), the Student shall obtain prior written authorization through the Student Technology Center and the Student’s Academic Dean.

5. The Student shall be held accountable for his or her own behavior and for any inappropriate activity originating from his or her room or computer. All passwords should be secure, and the Student is solely responsible for the activity on his or her computer.

6. The Student shall abide by all applicable laws (state and federal) and University policies, including, but not limited to, CTS, ORL, etc. The Student Technology Center and the Office of Residential Life investigate all suspected violations. The Office of Residential Life or the Dean of Students is responsible for primary discipline. Discipline responses can include, but are not limited to, loss of in-room network privileges, removal from University-owned housing, and expulsion from the University. Civil and criminal penalties may also result from violation of Federal and State law.

7. Examples of misuse include, but are not limited to, the following:
   a. Using a computer, computer account, or system (including scanning systems for security loopholes, user accounts, passwords, etc.) without authorization.
   b. Using the campus network to gain unauthorized access to any computer.
   c. Knowingly performing an act that will interfere with, damage, or otherwise degrade the normal operation of other systems and/or network resources, including but not limited to, running, installing or distributing programs known as computer viruses, Trojan Horses and worms.
   d. Attempting to monitor or tamper with another entity’s electronic communications, including scans and probes of the Residence Halls and other networks.
   e. Attempting to circumvent data protection schemes or security mechanisms.
   f. Misrepresenting your identity to avoid accountability (e.g. falsifying your e-mail address).
   g. Using another’s computer account identity.
h. Violating terms of applicable software licensing agreements or copyright protection laws, including making available of materials such as music, videos, texts or software without appropriate permission.

i. Taking any action that invades the privacy of individuals or entities that are creators, authors, users, or subjects of information resources.

j. Violating any state law or regulation, or University codes of conduct.

k. Using the network for commercial purposes or charging for any service provided across the network.

l. Facilitating access to the on-campus network from off-campus or outside the Student’s room.

m. Using an unauthorized IP address or statically assigned address without approval.

n. Using electronic mail, services, or facilities to harass others, including, but not limited to, sending unsolicited mass mailings over the network (chain mail, solicitations, etc.).

o. Activities that are not considered misuses when authorized by appropriate University officials for the purposes of security or performance testing.

Additional information can be found at the Student Technology Center’s web site: http://www.resnet.ucla.edu.