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 for the 2006-2007 Academic Year, and the dates of occupancy shall be as specified in the Housing Offer, incorporated herein by reference. By signing below, Student is agreeing 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 the University.

3. **UNIVERSITY SHALL:**
   a. Provide Student with a furnished sleeping room or apartment (which may be occupied by one to six residents) within a University apartment or a Hilgard House for the term of this Contract. University, at its sole discretion, reserves the right to utilize double rooms for double or triple occupancy as well as the right to reduce the number of residents per room as space becomes available. The terms and conditions set forth herein apply to all apartments and to the Hilgard House rooms which are occupied by one to six residents.
   b. Furnish meals to Students residing in Hilgard Houses as described in Appendix C, which is attached hereto and incorporated herein.
   c. Provide the same or other room accommodations in UCLA University Apartments during periods before and/or after the Academic Year at an extra cost, provided that such space is available.
   d. Provide cleaning service for common areas (hallways, stairwells and garages) of the University Apartment building, and common areas (living room, study room, dining room, stairways and bathrooms) of the Hilgard Houses.

4. **STUDENT SHALL:**
   a. Be a regularly enrolled, single, full-time student, as defined by the Registrar’s Office, for the term of this Contract.
   b. Pay fees for room and board in accordance with the dates and amounts specified in the Housing Offer.
   c. Move into the assigned room not 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 University Apartments Management.
   e. Not assign this Contract or sublease the room, or use it in any other manner than as a personal residence.
   f. Abide by University and University Housing rules and regulations, and all applicable State and Federal Laws which are incorporated herein by reference. Rules and regulations are listed in the University Apartments North Handbook. Violations of the rules and regulations may form the basis for disciplinary action against Student which may include termination of the Contract and initiation of eviction proceedings.
   g. Leave the room or apartment 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 Student’s tenancy or upon the termination of 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. Notwithstanding such a request, Student shall be liable for any damage done to the premises or deficiencies created by the Student. Normal wear and tear is excepted.
   i. Be obligated for the entire length of this Contract.

5. **RENT CONTROL:** Student understands the University is exempt from provisions of any local rent control ordinances.

6. **PARKING:** A random priority and availability determine parking for University Apartments North residents; parking availability is not guaranteed. A random priority number is assigned when a student applies for housing. Parking fees are billed in accordance with the Housing Offer. Hilgard House residents apply for on-campus parking through University Parking Services.

7. **INVENTORY & DAMAGE REPORT:** Within three days after obtaining a key, Student shall complete and sign an Inventory and Damage Report which shall then be deemed incorporated into this Contract. Failure to complete and return the Inventory and Damage Report within the time specified shall be construed as acceptance by Student of the inventory list at time of receipt of keys as an accurate inventory of the apartment contents, meaning that Student found no reportable damage other than normal wear and tear and that Student accepts responsibility for any damage that may be discovered thereafter.
8. AUTHORIZED OCCUPANT - GENDER: Single student apartments and the Hilgard House rooms may be shared only by roommates of the same gender.

9. TERMINATION.
   a. University may terminate the University Housing Contract and all attendant rights of occupancy upon 30 days of 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 ceases to be eligible for single housing due to marriage.
      ii. Failure to comply with the Contract and/or University Housing regulations (as stated in the University Apartments Student Resident 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.
   b. This Contract may be terminated by Student with written approval of the University. In the event of approval, the effective termination date will be the date University approval is granted. Student shall remain responsible for all room and/or board charges until the termination date. Student shall be entitled to a refund of a pro-rated room and meal charge 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 see University Apartments Management to obtain a Contract Termination Referral Form. It shall be 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. The 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 University Housing. Written notification of nonattendance must be submitted to the Housing Assignment Office. In the event notification of nonattendance is received after the housing opens, a prorated charge will be made for room and/or 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 if terminating his or her Housing Contract, including where the reason for termination is withdrawal, transfer, dismissal, marriage or graduation from the University. The Contract Termination Fee covers the University’s administrative costs resulting from Student vacating or failing to occupy the apartment, 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. 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, providing the marriage ceremony occurs during the contract term. The Contract Termination Fee may be waived upon approval of the Director of Housing based upon compelling and unanticipated medical or financial problems arising that are clearly beyond Student’s control.
   e. Late Cancellation Fee: Any cancellation after July 31, 2006 for Fall Quarter, October 12, 2006, for Winter Quarter, or January 26, 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 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 impossible or impractical to determine actual damages.
   f. In the event of dismissal, withdrawal from the University, or exclusion from University Housing due to disciplinary action, Student shall vacate the assigned room within 48 hours of notification. In the event Student intentionally violates any term of the Contract, the rules and regulations of University Housing and/or the University, or any other applicable law in an attempt to be relieved of the obligations of this Contract by causing the University to initiate and proceed with eviction proceedings, Student shall remain financially responsible for all payments of room until the end of the Contract period or the University secures a replacement student, whichever occurs earlier.
10. IT IS FURTHER AGREED THAT:
   a. University may enter Student’s room or apartment during operational working hours for cleaning, maintenance, and/or any reason allowed by law, including to make repairs, to ensure compliance with health and safety regulations, or in the event of an emergency, building evacuation, or abandonment of the room or apartment by Student or Student’s roommate(s). Prior notice of such entry will be given to the 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. 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 impractical and difficult to determine the added costs to 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 Student or Student’s guest is the cause of the loss or damage. Such cost shall be determined by University in its sole discretion and payment shall be made by Student and be 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 the 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 University Apartments or Hilgard Houses. 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: administrative action against Student’s status at the University, initiation of termination of tenancy proceedings, eviction, meal and record restriction.
   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, University shall have the right to change individual contracts to match the remaining occupancy level.

11. UTILITY 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 as well as cost of service and/or cost of installing a line(s). 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 must notify the University Apartments North Maintenance Office, and the University will arrange for any necessary repair of the telephone jack or inside wiring. Cost of repairs not under the responsibility of the University shall be borne by the Student. The University agrees to pay for water, trash removal service, electricity and gas, as applicable.

12. 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.

13. 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 the Housing Offer and Appendix C which are incorporated herein by reference.

14. CIVIL 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.
The following is incorporated into the 2006-2007 UCLA University Housing Contract and contains important information about meal plan options offered to residents of the Hilgard Houses.

IT IS AGREED THAT:

1. The 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. For dinner and weekend meals, a shuttle service will be provided from the Hilgard Houses to the on-campus residential community where all meals are served. Dinner shuttle hours are from 5:00p.m. - 9:00p.m. (Sunday - Saturday), and weekend brunch shuttle hours are from 9:30a.m. - 3:00p.m. (Saturday – Sunday).

2. All meal plans begin with breakfast on Monday and end with dinner on Sunday. Dinner will be the first meal served on the 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 Fall Quarter will be dinner on Wednesday, November 22, 2006. Meal service will resume with dinner on Sunday, November 26, 2006. The Hilgard Houses, Residence Halls, Residential Plazas and Residential Suites will be closed over the Winter Break (December 16, 2006– January 7, 2007) and consequently, there will be no meal service during this time. The last meal served 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. The University reserves sole discretion to adjust dining hours during the academic year, including for reasons of usage or operational efficiencies.

4. Students assigned to Hilgard House must select 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 be made anytime during the academic quarter. Meal plan upgrades are effective by 5:00 p.m. on the day they are processed.