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. Student shall be obligated for the entire length of this Contract. This Contract, properly executed, shall be effective on the date the first payment due, as stated in the Housing Offer is received and accepted by University.

3. UNIVERSITY SHALL:
   a. Provide Student with one unfurnished bedroom in either a two-bedroom apartment or a two-bedroom townhouse, or a single studio apartment within the Weyburn Terrace University Housing complex for the term of this Contract. Two-bedroom apartments and townhouses are intended for occupancy by two students, studio apartments are intended for occupancy by one student; University reserves the right to at any time change the room type configuration of any two-bedroom/two-person apartment or townhouse occupied by only one person to a two-bedroom/one person configuration, and adjust the room rate for the remaining resident. The adjusted room rate shall be the contract rate plus an upgrade charge equal to the contract rate for the unoccupied room, for the remainder of the housing contract term.
   b. Provide cleaning service for common areas (hallways, stairwells and garages).
   c. Provide in-room computing services as described in Appendix B, attached hereto and incorporated herein.

4. STUDENT SHALL:
   a. Be a regularly enrolled, single, full-time Graduate Student as defined by the Registrar’s Office, for the term of this Contract.
   b. Pay Housing fees in accordance with the dates and amounts specified in the Housing Offer.
   c. Not change, modify or alter the apartment/townhouse/studio apartment, its fixtures, equipment or decoration without the written consent of the University.
   d. Sublease the space allotted under this Agreement only with prior written authorization by University in the form of a properly executed Consent to Sublease; Student shall remain liable for all charges and obligations under the terms of this Contract.
   e. Not use the apartment in any other manner than as a personal residence.
   f. Abide by all University and University Housing rules and regulations, the totality of which are incorporated herein by reference, as well as all applicable local, state and federal laws. Rules and regulations are listed in the University Apartments North Resident Handbook for the convenience of the Student. Violations of the rules and regulations or any laws may form the basis for disciplinary action against Student, which may include termination of the Contract and initiation of eviction proceedings.
   g. Leave the apartment/townhouse/studio apartment and its fixtures in clean and orderly condition at the termination of this Contract.
   h. Not perform or arrange for others to perform any repairs of damage to, or any corrections of deficiencies in, the premises before, during or after Student’s tenancy. The foregoing shall not limit Student’s right to request University to 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 Student, Student’s guests, and/or Subleasee. Normal wear-and-tear is excepted.
   i. Be obligated for the entire length of this Contract.

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

6. PARKING: Parking availability at Weyburn Terrace is not guaranteed. Residents desiring Weyburn Terrace Parking must apply to and pay at the University Parking Services Office.

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 Agreement. 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:
   a. Weyburn Terrace two-bedroom apartments and townhouses may be occupied by roommates of the same gender.
   b. Weyburn Terrace two-bedroom apartments and townhouses may be occupied by roommates of the opposite gender when the following criteria are met:
      i. The apartment provides a private bedroom for each occupant.
      ii. All occupants are currently enrolled UCLA students.
      iii. The students mutually request each other as apartment occupants.
      iv. The students are both 18 years of age or over.

9. TERMINATION.
   a. University may terminate this University Housing 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 becomes ineligible for Single Graduate Housing due to marriage.
      ii. Failure to comply with the Contract and/or University Housing regulations as outlined in the University Apartments North 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 laws, which are incorporated herein by reference.
   b. Student may terminate this Contract only with written approval of the University. In the event of University approval of the cancellation of this Contract, the effective termination date will be the date of the University approval. Student shall remain responsible for all charges until the termination date. Student shall be entitled to a refund of pro-rated charges 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 University Apartments Management to obtain a Contract Termination Referral Form.
   c. The Contract will be terminated if Student fails to attend the University for any quarter or semester, as applicable, 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 to the date written notification is received by the Housing Assignment Office. In addition, the Contract Termination Fee will be assessed.
   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: Cancellation after the published cancellation deadlines shall result in assessment of a $150.00 Late Cancellation Fee in addition to the Contract Termination Fee described above. The Late Cancellation Fee covers the University’s cost resulting from the cancellation by 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 impractical and difficult 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 apartment within 48 hours of receiving notification of exclusion from, or ineligibility for, University Housing, as is applicable. 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 University to initiate and proceed with eviction proceedings, Student shall remain financially responsible for all payments until the end of the Contract period or until the University secures a replacement student resident, whichever occurs earlier.
10. IT IS FURTHER AGREED THAT:
   a. University may enter Student’s 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 apartment by either Student or Student’s roommate. Prior notice will be given of such entry to Student or to Student’s assigned roommate 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 University 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 impractical and difficult 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 Student, a guest of Student, or Student’s Subleasee is the cause of such loss or damage. Such cost shall be determined by the University’s in its sole discretion and payment for such costs shall be made by Student, 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 assignment to any particular apartment in the Weyburn Terrace complex. University may require Student to move to another unit in the complex 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 an insurance company; University does not offer renter’s insurance.
   f. A breach of this Contract by Student, including but not limited to 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, and record restriction.
   g. University may, at its sole discretion, increase the contracted apartment rental fees annually.
   h. SUBLETTING: Student may, under certain limited circumstances, sublet his or her University Housing space to a person eligible to live at Weyburn Terrace with prior written approval from University; Student and the subtenant must enter into a Consent to Sublease with University approval, as specified in the University North Apartments Resident Handbook. Subletting is not permitted under any other circumstances.

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 the 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 the telephone or such wiring, Student must notify Campus Communication Technology Services (CTS) at 206-5000 or extension 114 directly for repair or University Apartments North Maintenance Office, 983-1315 or extension 3-1315, and University will arrange for any necessary repair of the telephone jack or inside wiring. Cost of repairs not under the responsibility of the University will be paid by Student. In addition, University agrees to pay for water, trash removal service, electricity and gas (where applicable), basic cable, and Internet access.

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 has received copies of the Housing Assignment Notice of Acceptance and Appendix B, both 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.

REGENTS OF THE UNIVERSITY OF CALIFORNIA:          STUDENT:

[Signature]

Director Of Housing                                                        Signature

[Print Name]

University ID
2006-2007 UNIVERSITY HOUSING CONTRACT
Appendix B: In-Room Computing Acceptable Use Policy
UNIVERSITY OF CALIFORNIA, LOS ANGELES

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.