

**SANTA CLARA UNIVERSITY  
HOUSING OFFICE  
Addendum to University Housing Contract**

**Cleanliness & Trash**

Students who live in Neighborhood Units (“Residents”) shall keep Neighborhood Unit clean, sanitary and free from objectionable odors at all times.

Residents shall ensure that papers, cigarette butts and trash are placed in the appropriate receptacles at all times so that litter is not created and visible from the street, except on designated trash pick-up days. Residents shall refrain from disposing of any combustible or hazardous materials in the trash containers or bins. All trash containers shall be kept at their proper location. Residents shall ensure that large boxes are broken apart before being placed into the trash containers and/or recycling. Residents shall be responsible, at the Resident’s expense, for hauling to the dump those items too large to fit into the trash containers and or recycling.

Residents shall ensure that indoor furniture is kept inside the Neighborhood Unit and that unsightly items are kept out of view. Only furniture designed for outdoor use is to be kept in outdoor areas (e.g. porches, decks, lawns).

Residents shall refrain from leaving large articles in front of windows or in the hallways impeding egress from the Neighborhood Unit in the case of a fire.

Residents shall refrain from shaking or hanging clothing, curtains, rugs and other materials outside of any window, ledge or balcony.

Automobile maintenance is discouraged in parking areas and major repairs are prohibited. All grease and oil stains must be completely cleaned up immediately.

Residents must address and remove immediately any abandoned, dismantled, wrecked, inoperable, unlicensed and discarded objects, equipment or appliances such as, but not limited to, vehicles, boats, water heaters, refrigerators, furniture which is not designed for outdoor use, household fixtures, machinery, equipment, cans, or containers standing or stored on property or on sidewalks or streets which can be viewed from a public street or walkway, alley, or other public property which items are readily accessible from such places, or which are stored on private property.

Residents must address immediately and discard garbage, rubbish, refuse, or recyclable items which have not been recycled within thirty (30) days of being deposited on the property as these may constitute a fire hazard or may be detrimental to human life, health, or safety.

Residents must address and remove immediately oil, grease, paint, other petroleum products, hazardous materials, volatile chemicals, pesticides, herbicides, fungicides, or waste (solid, liquid, or gaseous) which constitute a fire or environmental hazard, or to be detrimental to human life, health, or safety.

Residents must address and remove immediately lumber (excluding lumber for a construction project on the property with a valid permit) and salvage materials, including but not limited to auto parts, scrap metals, tires, other materials stored on premises in excess of seventy-two (72) hours and visible from a public street, walkway, alley, or other public property.

Residents must not install, use or otherwise add swimming pools, pond, spa, other body of water to the Neighborhood Unit. These items are determined to be detrimental to life, health, or safety.

Residents may not use coarse cleaning pads or course agents such as scouring powder on the walls, painted surfaces, woodwork, appliances, stainless steel sink or shower walls.

Residents may not overload the washing machine or dryer or use them in a negligent manner. Residents must remove contents from the washing machine and dryer promptly when they are done, and be sure to keep laundry room door closed at all times and the light out when not in use.

Residents may use small nails in the walls to hang light objects. Residents shall not drive nails or put in screws or hooks in any woodwork, doors, door trim or cabinetry.

## **Alcohol and Other Drug Policies Within University Neighborhood Units**

Residents of legal drinking age (21 years or older) may consume and possess alcoholic beverages in the privacy of their own Neighborhood Unit, including a house, apartment, private front yard, and back yard, provided the space is not shared with an underage roommate or guest. Regardless of age, excessive and inappropriate use of alcoholic beverages is strictly prohibited, whether or not consumption occurs on or off the Neighborhood Unit property.

Consumption of alcohol on the property of the Neighborhood Unit is allowed provided all individuals consuming alcohol are of legal drinking age (21 years or older).

Students and Residents may not possess, distribute, or use medical marijuana in any property owned or controlled by the University. See "Marijuana Policy" section of the Student Handbook for additional information.

## **Community Damage**

Community damage is damage done to common areas that would not be considered individual room damage. The common-area losses or damages that are preventable (such as broken windows, stolen furniture, light fixtures, and other vandalism) and are not assignable to individuals will be billed in equal amounts to the Residents of the property, or as determined by Housing staff. It is the responsibility of all Residents to be aware of their environment and to hold students and/or their guests who vandalize property accountable.

## **Consolidations**

Consolidation is necessary when numerous Residents are living in rooms or Neighborhood Units without roommates. If Residents wish to identify a new roommate, Housing will do its best to place that requested roommate within the Neighborhood Unit. If a Resident has no roommate suggestion and does not wish to purchase his or her room as a single, Housing reserves the right to place another student in the available space or spaces based on minimum and maximum occupancy for the respective Neighborhood Unit.

## **Guest Policy**

Guests of Residents are welcome in Neighborhood Units. Guests are defined as any person who is not contracted to live in the house or apartment where they are present. This definition includes other SCU students who live in other residence halls or who live off-campus (non-Neighborhood Units). Residents are responsible for the actions of their guests (both SCU and non-affiliate) and will be held accountable for any violations of University standards, policies, or procedures by a guest. Guest responsibility lies with the assigned Residents of the Neighborhood Unit in addition to the individual(s) violating policies or Student Conduct Code.

Guests of Residents are permitted to stay overnight in Neighborhood Units. Guests may stay three (3) consecutive nights or for no more than a total of seven (7) nights each academic year. Cohabitation is not permitted in Neighborhood Units. If the presence of a guest of a Resident, regardless of whether the guest is, or is not, another student, denies a roommate the right to a reasonable amount of privacy and/or use of the Neighborhood Unit, the roommate is encouraged to discuss this first with the fellow Resident. If the Resident and roommate are not able to reach agreement on this matter, they are encouraged to seek the assistance of the Assistant Dean of Off-Campus Student Life. If necessary, the University reserves the right to limit the guest privileges of a Resident. The University reserves the right to remove guests from Neighborhood Units who are found in violation of policy.

## **Furniture**

Furniture, other than University issued, must adhere to all California state fire codes. All furniture must be flame retardant. Upon checking out, Residents are required to remove all non-University furniture from the premises. Water beds are not permitted inside Neighborhood Units at any time. Only furniture that is rated/designed to be outside can be used or placed in patio or porch areas.

## **General Information**

Roof access is not permitted. Residents found in violation will be held responsible in accordance with the Student Conduct Code.

No hazing is permitted and will be considered cause for immediate termination of UHC after judicial hearing process.

No explosives, firearms, or other dangerous weapons may be kept within or about the Neighborhood Unit or the premises.

No commercial enterprises for the benefit of the general public may be operated from Neighborhood Units.

Amplified music, musical instruments and drums are not permitted due to noise levels. Any reported noise disruptions will be documented and, if necessary, addressed through the Student Conduct Code. All students are expected to abide by directives from local law enforcement and Campus Safety Services when a noise disruption has been reported. If noise level is reported to disturb neighbors, Campus Safety Services will contact Residents to turn the noise level down.

## **Large Gatherings**

Students should be aware that all means of egress should remain free and clear of all obstructions as it is never known when those ways out will be needed during an emergency. Overcrowding can also hinder access to and use of these same exits. Controlling or regulating the number of students who attend social functions at off campus housing facilities must be considered.

Neighborhood Unit residents are responsible for making sure gatherings do not create a safety issue. Residents must be aware that having a large number of guests on the premises may create problems exiting the building or the area outside the property safely.

## **Lockouts**

The Housing Office recognizes that Residents will occasionally lock themselves out of their Neighborhood Units. Lockouts are managed by the Housing Office and Campus Safety Services. Should Residents be locked out of their Neighborhood Units between 8 a.m. and 5 p.m. Monday through Friday, they may check out a loaner key in the Housing Office in Benson Center, Room 212. Should Residents be locked out after business hours, they should contact Campus Safety Services for assistance.

Residents who check out loaner keys or key cards, or call Campus Safety Services for assistance more than three times in the academic year may be subject to fines. The first three lockouts during the academic year will not result in a fine. However, after the third lockout, there will be an incremental fee structure beginning at \$50 for the fourth lockout, \$75 for the fifth, and \$100 for any lockout thereafter.

Residents should take great care in securing their key cards when leaving campus for break periods. Due to the high volume of lockouts during the first 24 hours after a break period, the Housing Office reserves the right to increase the fine up to \$100 for lockouts performed during this period.

## **Mail Delivery**

Residents of Neighborhood Units must use their Neighborhood Unit address for mail delivery.

## **Maintenance, Repairs & Alterations**

Residents shall advise the University of any items requiring repair, such as dripping faucets, broken light switches or receptacles, clogged toilets, etc. Repair requests should be made as soon as the defect is noticed. Residents must report all damage or items needing to be repaired. Residents could become liable if they are negligent in reporting damage or needed repairs. If a Resident's room or unit needs a repair, the Resident may submit a work order online via eCampus.

If an emergency repair is needed (such as an overflowing toilet), Residents must report it to the first University representative the Residents can reach, in the Housing Office, open weekdays from 8 a.m. to 5 p.m. at 408-554-4900. After hours, Residents are directed to call Campus Safety Services at 408-554-4441.

Residents are prohibited from making service requests to, or contracting with, outside maintenance companies or personnel unless directed to do so by the University.

Resident shall be liable for any repairs necessary during or after residency to restore the Neighborhood Unit to the original condition, reasonable wear and tear accepted.

Residents shall refrain from making any alterations (including painting) or improvements to the Neighborhood Unit without the consent of the University. Residents shall refrain from using adhesives, glue or tape to affix pictures or decorations.

Residents shall refrain from using aluminum foil as a window covering and shall obtain the approval of University before using any window covering visible from the exterior of the unit.

Residents are expressly forbidden from modifying the Neighborhood Unit or from causing any penetration of any interior or exterior surface.

Residents may be responsible for the costs to repair or clear stoppages in waste pipes or drains, water pipes or plumbing fixtures if such stoppages are caused by the Residents' negligence or improper usage.

When a Resident checks out, the Resident must remove all personal affects and leave the Neighborhood Unit clean. Any Neighborhood Units not left clean and empty will be emptied of all personal affects and then professionally cleaned, with the cost of services payable by the Residents. Residence keys must be turned in to the University.

Any damage as a result of vandalism is the responsibility of the Residents of the Neighborhood Units. If a Resident notices an act of vandalism, local law enforcement should be notified immediately.

Residents are not responsible for any landscaping, but Residents shall be liable for any exterior/landscape repairs necessary during or after residency to restore the Neighborhood Unit to the original condition. Residents should contact the Housing Office if questions arise regarding any landscaping item.

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 Residents 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 Residents receive 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 the Neighborhood Units without notice to respond to real or reasonably perceived health and/or safety emergencies, to ensure evacuation during fire alarms and during vacation periods, and 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 Residents' Neighborhood Unit without prior notice, it is not necessary that Residents be present; nor will the Residents' refusal to permit entry, either verbal or physical, prevent entry or inspection. By entering into the UHC, Residents consent to room entry and inspection under those circumstances indicated and understands that if violations are found by University officials, Residents may be charged for failure to follow policies and/or procedures.

## **Occupancy Assignment Limits**

Occupancy assignment limits for each Neighborhood Unit are two per bedroom unless the bedroom size exceeds 174 square feet or in the case of smaller units, the bedroom size is below 87 square feet.

## **Parking**

Resident shall only use parking spaces of the Neighborhood Unit property or on the street. Residents shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Vehicles parked in unauthorized areas may be towed at the vehicle owner's expense.

Inoperable, dismantled or partially dismantled, or unregistered vehicles are subject to tow under California Vehicle Code 22658 and any applicable local laws and/or ordinances.

A parking permit to park at the Neighborhood Units is not required. However, if Residents find that there is not enough space to conveniently park all of their vehicles, they may choose to purchase an O class permit through Transportation Services. The O class permit is designed for residents who live in surrounding neighborhoods to park on campus.

## **Personal Property Insurance**

The University assumes no responsibility for damage to personal property due to fire, theft, water leaks, interruption of utility service, or other causes. Residents are strongly encouraged to consider purchasing personal property insurance to cover loss or damage to personal property or facilities.

## **Pets**

Due to health and sanitary regulations, Residents and guests are not to bring pets inside Neighborhood Units at any time. Fish containers with a volume capacity of less than five gallons are permitted.

Residents in need of service or assistance animals must register with the Disabilities Resources Office. For more information regarding registration of service or assistance animals, please contact the Disabilities Resources Office or the Housing Office.

Residents are prohibited from placing food outside of Neighborhood Units in order to feed stray animals.

## **Safety/Security**

Security is the responsibility of each Resident and each guest. The University assumes no responsibility or liability, unless otherwise provided by the law, for Residents' and guests' safety and security, or for injury or damage caused by the criminal or negligent acts or omissions of other persons.

Residents should ensure that all doors are locked when the Neighborhood Unit is not occupied. Residents must notify the University if any locks become inoperable.

Residents should ensure that all appliances are turned off before departing from the Neighborhood Units or premises.

A responsible adult must supervise children on the premises at all times.

Residents shall not use or store gasoline, cleaning solvent(s) or other combustibles in the Neighborhood Units or on property.

Residents shall not use charcoal barbecues on porches, balconies or patios adjacent to buildings, as such use would constitute a fire hazard. Use of barbeques or propane grills indoors is strictly prohibited.

Residents shall ensure that no personal belongings, including bicycles, play equipment or other items are left unattended in the hallways or around the premises. For Residents' and others' safety, the stairways must be kept clear of all items at all times.

All rules and regulations of the State Fire Marshall and other governmental entities are applicable to the Neighborhood Units and the premises and must be obeyed.

## **Smoking Policy**

Smoking and other tobacco products are prohibited from use inside Neighborhood Units. Smoking is permitted outside Neighborhood Units, while all City of Santa Clara ordinances regarding smoking must be followed at all times.

## **Student Conduct Code**

The Student Conduct Code applies to all Residents and their student guests. Violations of the Student Conduct Code will be reported to the Office of Student Life and are subject to review and disciplinary action in accordance with the Student Conduct Procedures. Residents are responsible for non-affiliate

guests who behave in ways that are inconsistent with the Student Conduct Code. Disciplinary action can be implemented in addition to fines levied by the Housing Office.

## **Violations and Fines**

### ***University Housing Contract Violations***

In the event the Resident violates any portion of the UHC or this Addendum to University Housing Contract, the Resident and the University hereby agree that the following sanctions and/or fines shall be enforceable by the University for each and every violation. The assessment of sanctions and/or fines shall not prevent the University from enforcing any other provisions of the UHC including, but not limited to, contract cancellation or unlawful detainer actions. The sanctions and/or fines shall be as follows:

- First violation will result in a written warning from Housing Office unless there are multiple violations
- Any additional violations of the UHC or this Addendum to University Housing Contract will result in a violation of the Student Conduct Code. Sanctions for these violations could include, but are not limited to, Housing Contract Probation, Housing Contract Cancellation (\$700 cancellation fee), Disciplinary Probation and additional fines.

Appeals for university housing contract violations shall be submitted to and reviewed by the Housing Office.

### ***Violation of City of Santa Clara Ordinances***

The Resident agrees that in addition to paying any fines levied by the University, the Resident will pay (or reimburse) the University for any fines assessed to the University as a result of the Resident's or guest's actions, whether they were intentional, accidental or negligent, by any government agency including, but not limited to, the Police Department, Fire Department, or code enforcement agencies.

If City of Santa Clara or local agency sends notice to the University regarding Resident's or guest's actions, the following sanctions and/or fines apply:

- I. A fine of 100.00 for the first offense
- II. A fine of 150.00 for the second offense
- III. Any additional violations will result in a violation of the Student Conduct Code. Sanctions for these violations could include but are not limited to, Housing Contract Probation, Housing Contract Cancellation (\$700 cancellation fee), Disciplinary Probation and additional fines.

Appeals for violations of City of Santa Clara ordinances shall be submitted to and reviewed by the Office of Student Life.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_