

**Santa Clara University  
Housing Office  
University Summer Housing Contract**

**This UNIVERSITY SUMMER HOUSING CONTRACT ("USHC") is a legally binding agreement between the student who will reside in University-provided student housing ("Student") and Santa Clara University ("the University"), covering summer 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 USHC is nontransferable.

**Terms and Conditions of Occupancy**

**A. CONTRACTED PERIOD** This USHC is effective, and Student may only occupy Housing during the dates and times listed in sections A(1) and A(2), below. Any student who vacates or abandons Housing during the term of this USHC 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 USHC. Family and married housing is not available.

1. **University Villas and Graham Hall Residents** – The USHC is effective from June 18, 2018 to September 6, 2018.

2. **Neighborhood Units (Undergraduate Students)** – The USHC is effective from July 1, 2018 to August 30, 2018.

**B. DEPOSIT INFORMATION** A two hundred and fifty dollar (\$250) housing deposit ("Deposit") must be submitted with this USHC. The Deposit will be credited to Student's first room charge under this USHC, except as stated in Sections C and G below.

**C. CONTRACT CANCELLATION PRIOR TO THE BEGINNING OF THE TERM OF THIS USHC** Student may cancel this USHC by submitting written notification to the Housing Office at [housing@scu.edu](mailto:housing@scu.edu) ("notice of cancellation"), which includes Student's reasons for cancelling. Fees associated with cancellation of this USHC. Cancellations received after April 27, 2018 will forfeit the housing deposit.

**D. ROOM RATES** Room rates are published on the Housing Office website prior to the beginning of the Summer Quarter and are available from the Bursar's Office and the Housing Office. Room charges are due as billed by the Bursar's Office. Students are billed based on the summer session or sessions taken for summer school.

**E. HOUSING AND OTHER CHARGES** Student authorizes the University to post housing charges directly to their Bursar account. Student understands the charges may include, but may not be limited to, room 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, Student 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.

**F. 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.

**G. CONTRACT TERMINATION** If Student requests to vacate University housing after taking possession of a room to the following cancellation policy shall apply:

**1. Student requests to move off-campus mid-summer - 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 15 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 15 days' advance notice and the request is approved, a cancellation fee of \$500 will be charged to Student's Bursar account.

**2. 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 USHC, Student will be charged prorated room costs based on when Student vacated. No cancellation fee will be assessed.

**3. Student withdraws from University** - This USHC is terminated if Student withdraws from the University before the end of the summer session. If Student notifies the Housing Office 30 days before the end of the summer session, no penalty will be assessed. If the student notifies the Housing Office less than 30 days before the end of the summer session, a cancellation fee of \$300 will be charged to Student's Bursar account.

**4. No Housing may be sublet by Student for any reason.**

**H. CANCELLATION BY THE UNIVERSITY** If Student is removed from University housing or the University as a result of academic dismissal or disciplinary action, Student must vacate University housing within 24 hours of receipt of notification. The University may also terminate or suspend this USHC 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 charges plus a cancellation fee of \$700 charged to Student's Bursar account.

## **I. ROOM CONDITION AND FURNISHINGS**

**1. University Villas and Graham Hall** - 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 Student's 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 and Common Area 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 and Common Area 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 and Common Area 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 and Common Area Condition Report is not returned 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.

**2. Neighborhood Units (Undergraduate students) - The University will not supply furniture for Neighborhood Units.** Student is responsible for the condition of Neighborhood Units and fixtures provided by the University, less normal wear and tear. Student agrees to submit a Room Condition Report and Common Area Condition Report at the time of check-in. Upon check-out, if applicable, Student will pay for damages beyond normal wear and tear, to restore the room and/or furnishings to the condition noted on the Room Condition Report and Common Area 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 and Common Area 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 and Common Area Condition Report is not returned/completed within three (3) business days of the time of check in, the University will assume the assigned Neighborhood Unit is in good, safe and clean condition at the time of possession. Unless it can be otherwise conclusively determined, all students assigned to a Neighborhood Unit will be responsible for an equal share of damages. All of the residents of a Neighborhood Unit may be held jointly responsible for loss, damage, and/or defacement to common areas and/or fixtures. Any charges for loss or damage to furniture or common areas will be allocated to Student's Bursar account in accordance with established policies. If Student wishes to bring furniture into the

Neighborhood Unit, Student must adhere to all California state fire codes. All furniture must be flame retardant. Student is not allowed to bring into the Neighborhood Unit any type of homemade loft bed or bed unit. Commercially built lofts or bed units are allowed, but must adhere to all California state fire codes.

**J. 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 USHC does not guarantee specific assignments or roommates. The University reserves the right to reassign Student at any time. Student may be reassigned when, in the opinion of the Housing Business Services Director or designee, Student is considered (a) disruptive to Student's residential community, (b) incompatible with Student's roommate, or (c) unwilling to abide by University rules and regulations or government regulations. Student 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 and three students per room in residence halls which have mini-suite accommodations. Student also may be assigned to temporary space. If Student is so assigned, Student will be reassigned to a double occupancy spaces as they become available.

If Student has accommodation requests related to gender identity and expression, Student should contact Marc Alejandro, Assistant Director for Housing Assignments, at [malejandro@scu.edu](mailto:malejandro@scu.edu). Placement decisions will be made on a case-by-case basis depending on the needs of Student.

Animals are not allowed in University-owned housing, with the exception of Service or Assistance animals. Student with Service or Assistance animals should contact the Disabilities Resources Office before bringing Service or Assistance animals to a campus housing assignment.

**K. 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.

**L. ROOM CHANGES** Any room change request must be approved by the Housing Business Services Director or designee and completed within five (5) calendar days of Student's receipt of the notification to consolidate. 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 designee, which authorization may be withheld in the sole discretion of the Housing Business Services Director or designee. Unauthorized room changes may result in termination of this USHC 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 Services Director or his/her designee. If a student elects not to change rooms after the student's room change request has been approved by the Housing Business Director or designee, a \$50 fine will be assessed.

**M. CHECK-IN DEADLINE** The University may terminate this USHC if Student fails to officially check-in to Student's assigned room before 8:00 a.m. on the first day of summer classes unless prior written notice of Student's late check-in is received by the Housing Office. The University may terminate this USHC if Student fails to officially check-in to Student's assigned room within twenty-four (24) hours of signing this USHC and does not provide prior written notice of late check-in to the Housing Office, if this USHC is signed after the commencement of the current summer session. 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 Report/Apartment Condition Report indicating condition of room and all furnishings assigned to Student.

**N. 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.

**O. ROOM ENTRY AND INSPECTION POLICY** Room entry and inspection by University officials may occur periodically. Inspections may take place throughout the summer session. 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 or 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 USHC, Student consents to room entry and inspection under those circumstances indicated herein and understands that if violations are found by University officials, Student may be charged for failure to follow policies and/or procedures.

**P. 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 summer 2018 as well as the 2018-2019 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 USHC, Student agrees that Student has been advised of said scheduled construction which may result in disturbances and disruptions.

**Q. COMMERCIAL/BUSINESS USE OF FACILITIES** Student may not use Student's 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.

**R. TECHNOLOGY USE** The Housing Office and the Office of Residence Life, as well as many other university entities, communicate with students by means of on-campus mailboxes and university email. Student is responsible for all information, including policy and procedure information, placed in Student's mailbox or sent to Student via email.

Any technology that Student brings on campus, coupled with the technology available at the University, provide Student with access to information and tools to support Student's academic career. Technology also has the capacity to do considerable damage and harm if not treated and handled responsibly. Student shall adhere to the following 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 Student's 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 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 Student's 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](#).

**S. SMOKE-FREE, TOBACCO-FREE CAMPUS** – Santa Clara University is a smoke-free, tobacco-free campus. The use of all forms of tobacco, tobacco products, and electronic smoking devices are prohibited everywhere on-campus, including all University-provided undergraduate and graduate student housing and the surrounding outdoor areas.

## T. 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](http://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 Student 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, Swig, 3210 The Alameda, 529 Lafayette Street, 544 Alviso Street, 564 Alviso Street, 575 Alviso Street, 584 Alviso Street, 775 Bellomy Street, 805 Bellomy Street, 857/859 Bellomy Street, 889 Bellomy Street, 671 Franklin Street, 536 Alviso Street, 819 Bellomy Street, 831 Bellomy Street, 841 Bellomy Street, and 845 Bellomy Street.
- 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 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 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 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 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.

#### **4. MOLD NOTIFICATION**

a. It is the University's goal to maintain the highest quality living environment for students. Therefore, the University has inspected the unit/room and knows of no damp or wet building materials and knows of no mold or mildew contamination. Student is hereby notified that mold, however, can grow if the room/unit is not properly maintained or ventilated. If moisture is allowed to accumulate in the room/unit, it can cause mildew and mold to grow. It is important that Student regularly allows air to circulate in the room/unit. It is also important that Student keeps the interior of the room/unit clean and that Student promptly notifies the University of any leaks, moisture problems and/or mold growth.

#### **5. PESTICIDE NOTIFICATION**

- a. Branch 1 Pest Control - Fumigation: The practice relating to the control of household and wood-destroying pests or organisms by fumigation with poisonous or lethal gases.
- b. Branch 2 Pest Control - General Pest: Than practice relating to the control of household pests excluding fumigation with poisonous or lethal gases.
- c. Branch 3 Pest Control - Wood Destroying Organisms: The practice relating to the control of wood-destroying pests or organisms by the use of insecticides or structural repairs and corrections, excluding fumigation with poisonous or lethal gases.

**U. 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.

**V. 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 USHC, Student will be subject to University disciplinary procedures as well as possible termination of this USHC. 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 Summer 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 USHC and agree that all information submitted on this form is accurate. Falsification of any information may result in revocation of this USHC 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 Summer 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 USHC and will direct Student to abide by the terms of this USHC, and agree that all information submitted on this form is accurate. Falsification of any information may result in revocation of this USHC and/or disciplinary action.

**You may print the Contract details for your records using your browser print option.**