Santa Clara University

Housing Services

University Neighborhood Unit Housing Contract

This UNIVERSITY NEIGHBORHOOD UNIT HOUSING CONTRACT ("UNUHC") is a legally binding agreement between the student who will reside in University-provided undergraduate student housing ("Student") and Santa Clara University ("the University"), covering room accommodations and dining plan in University-provided student housing ("Housing"). Both parties assume the rights and responsibilities outlined in this UNUHC and all addenda upon approval of Student's request for Housing by University. This UNUHCC is nontransferable.

Terms and Conditions of Occupancy

A. PARTIES This UNUHC is a legally binding agreement between Student and the University for the housing of Student.

B. CONTRACTED PERIOD This UNUHC is effective and Student may only occupy Housing during the dates and times listed in section B(1) below. Any student who vacates or abandons Housing during the term of this UNUHC without an official, written, approved contract release from the Housing Services Director or designee continues to be liable for charges during the remainder of the term of this UNUHC.

> **1. Neighborhood Units (Non-Law or Graduate students)** – The term of this UNUHC begins on the Saturday preceding the first day of class for Fall Quarter and ends at 12:00PM on the Sunday following undergraduate commencement. Students authorized to check-in prior to the beginning of the term of this UNUHC may be assessed additional daily room charges. All neighborhood units owned by the University and managed by the Santa Clara University Housing Services ("Neighborhood Units") will remain open during winter break, Thanksgiving and spring break.

Student may be eligible for the summer bridge option if living in **Neighborhood Units (Non-Law or Graduate students)**. The summer bridge term begins on the Monday following the final day of class for the Spring Quarter and ends on the Saturday preceding the first day of class for Fall Quarter. Summer bridge eligibility only applies to Students who reside in a Neighborhood Unit for the 2027-2028 academic year and have been assigned for the 2028-2029 academic year. If the 2027-2028 academic year contract is canceled before the summer bridge begins, Student will not be eligible for summer bridge housing. If the 2027-2028 academic year contract is canceled after the summer bridge begins, Student will no longer be eligible for summer bridge housing and must vacate Housing within 24 hours of contract cancellation. Student will be charged prorated room and board costs based on when Student vacated.

The summer housing term is not guaranteed and is subject to change or relocation, based on Housing Services needs.

C. FIRST AND SECOND YEAR RESIDENCY REQUIREMENT All full-time undergraduate students are required to live on campus during their first and second year, unless the student has been approved for an exception or space is not available to accommodate this requirement. Class year is based on total academic years in college.

D. RESIDENT DINING PLAN REQUIREMENT Students placed in neighborhood units are required to purchase the Apartment resident dining plan as part of this UNUHC. If neighborhood unit residents are interested in adding additional dining points, they may purchase Dining Plus points. Up to one-hundred (100) unspent dining points carry over from the Fall to the Winter Quarter and from the Winter to the Spring Quarter. The resident dining plan expires on the last day of the academic year and any remaining unspent points are non-refundable and

non-transferrable.

E. STUDENT STATUS For the duration of the UNUHC, residents must be full-time (12 or more units per quarter), matriculated students currently enrolled at Santa Clara University.Exceptions to this requirement must be requested in advance in writing and approved by the Housing Services Director or designee.

F. DEPOSIT INFORMATION A five hundred dollar ($500) housing deposit ("Deposit") must be submitted with this UNUHC. The Deposit will be credited to Student's first room and board charge under this UNUHC, except as stated in Sections G, H and I, below.

G. CONTRACT CANCELLATION DUE TO STUDENT NO LONGER ATTENDING OR WITHDRAWING FROM UNIVERSITY PRIOR TO THE BEGINNING OF THE TERM OF THIS UNUHC Student may cancel this UNUHC by submitting written notification to the Housing Services at housing@scu.edu ("notice of cancellation") which includes confirmation of Student not attending or withdrawal from the University. Refund of Deposit or portion of Deposit will be as detailed below.

> **FALL QUARTER ONLY**– If notice of cancellation for the Fall Quarter is received on or before May 1, the Deposit is refundable. If notice of cancellation is received May 2 – May 31, Student will forfeit $100 of the Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay $100 to Housing Services). If notice of cancellation is received June 1 – June 30, Student will forfeit $200 of the Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay $200 to Housing Services). If notice of cancellation is received July 1 – July 31, Student will forfeit $300 of the Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay $300 to Housing Services). If notice of cancellation is received on or after August 1, Student will forfeit full $500 Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay $500 to Housing Services).

H. CONTRACT CANCELLATION *NOT* DUE TO WITHDRAWING PRIOR TO THE BEGINNING OF THE TERM OF THIS UHC Student may cancel this UNUHC by submitting written notification to Housing Services at housing@scu.edu ("notice of cancellation") which includes Student's reasons for canceling. Fees associated with cancellation of this UHC escalate throughout the term of this UNUHC, as detailed below.

> **1. FALL QUARTER** – If notice of cancellation for the Fall Quarter is received on or before May 1, the Deposit is refundable. A notice of cancellation received May 2 - June 30 will result in the forfeiture of the Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to Housing Services) plus a cancellation fee of $500 charged to their student account. A notice of cancellation received July 1 - July 31 will result in the forfeiture of the Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to Housing Services) plus a cancellation fee of $700 charged to the student account. A notice of cancellation received August 1 - September 15 will result in the forfeiture of the Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to Housing Services) plus cancellation fee of $1000 charged to their student account.
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> **2. WINTER QUARTER** - If notice of cancellation for the Winter Quarter is received on or before October 1, the Deposit is refundable. A notice of cancellation received October 26 - November 17 will result in the forfeiture of the Deposit (or, if their student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to Housing Services) plus a cancellation fee of $500 charged to their student account. A notice of cancellation received November 18 – December 1 will result in the forfeiture of the

Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to Housing Services) plus a cancellation fee of $700 charged to their student account. A notice of cancellation received December 2 - January 4 will result in the forfeiture of the Deposit (or, if their student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to Housing Services) plus a cancellation fee of $1000 charged to their student account.

3. SPRING QUARTER - If notice of cancellation for the Spring Quarter is received on or before January 25 the Deposit is refundable. A notice of cancellation received January 26 – February 15 will result in the forfeiture of the Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to Housing Services) plus a cancellation fee of $500 charged to their student account. A notice of cancellation received February 16 – February 22 will result in the forfeiture of the Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to Housing Services) plus a cancellation fee of $700 charged to their student account. A notice of cancellation received February 23 – March 22 will result in the forfeiture of the Deposit (or, if the student account balance has already zeroed out and/or a forfeiture is not possible, Student will pay the amount of the Deposit to Housing Services) plus a cancellation fee of $1000 charged to their student account.

I. CANCELLATION DUE TO STUDY ABROAD-If Student notifies Housing Services when submitting the UNUHC that Student intends to study abroad sometime during the academic year, no penalty will be assessed if Student studies abroad sometime during the academic year. The Deposit will be applied towards charges for the Winter Quarter or the designated quarter that occupancy begins. If Student fails to indicate his or her intent to study abroad sometime during the academic year at the time of submission of this UNUHC, the following applies:

1. No penalty if notification is received by June 30; Deposit will be retained by Housing Services to apply towards the Winter Quarter or Spring Quarter if applicable.

2. If notification is received between July 1 and July 31, a cancellation fee of $500 will be charged to their student account and the Deposit will be retained by Housing Services to be applied towards Winter Quarter charges or Spring Quarter if applicable.

3. If notification is received between August 1 and August 31, a cancellation fee of $700 will be charged to their student account and the Deposit will be retained by Housing Services to be applied towards Winter Quarter charges or Spring Quarter if applicable.

4. If notification is received between September 1 and September 8 a cancellation fee of $700 will be charged to their student account and the Deposit will be retained by Housing Services to be applied towards Winter Quarter charges or Spring Quarter if applicable.

J. ROOM AND BOARD RATES- Room and board rates are published on the Housing Services website prior to the beginning of the Fall Quarter and are available from the Bursar's Office and Housing Services. Room and board charges are assessed quarterly and are due as billed by the Bursar's Office. If Student contracts for University housing for less than a full quarter, Student will be assessed room and board charges according to the following schedule:

1. The minimum charge if Student takes possession of (receive keys/encode ACCESS card/Mobile Credential, and check in) University housing is 10% of the quarterly charges.
2. If Student moves in within the first seven (7) days of a quarter Student will be charged from the first day of the quarter. If Student officially checks out during the last twelve days of the quarter, Student will be assessed the charges of the full quarter.

3. If Student maintains possession of Housing for more than 20% of the quarter but less than 80% of the quarter, Student will be assessed room and board charges on a prorated scale based on the number of nights of occupancy.

K. HOUSING AND OTHER CHARGES Student authorizes the University to post Housing charges directly to their student account. Student understands that the charges may include, but may not be limited to, room and board costs, fines for misconduct, reimbursement of damage costs, improper check-out, and lockout fees. Student should contact Housing Services 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 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.

L. 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. Housing Services 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.

M. CONTRACT TERMINATION AFTER TAKING POSSESSION Any student who requests to vacate Housing after taking possession is subject to the following cancellation policy:

1. If Student requests to move home or off-campus mid-quarter but remains enrolled - **Cancellation is subject to approval by the Housing 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 Services Director or designee before entering into any additional contract/lease. If Student gives 30 days' advance notice and the request is approved, a cancellation fee of $500 will be charged to their student account. If Student gives less than 30 days' advance notice and the request is approved, a cancellation fee of $1000 will be charged to their student account.

2. If Student requests to move home or off-campus at the end of a quarter but remains enrolled throughout the academic year - **Cancellation is subject to approval by the Housing 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 Services Director or designee before entering into any additional contract/lease. If Student gives 30 days' advance notice and the request is approved, a cancellation fee of $500 will be charged to their student account. If Student gives less than 30 days' advance notice and the request is approved, a cancellation fee of $1000 will be charged to their student account.

3. If Student transfers or graduates before the end of the academic year - If Student notifies Housing Services 30 days in advance of the end of the quarter that Student is either transferring to another institution or graduating before the end of the academic year, no penalty will be assessed. If Student notifies Housing Services fewer than 30 days before the end of the quarter, Student will be charged a cancellation fee of $500 to their student account.

4. If Student requests cancellation due to incapacity, emergency, or medical condition - If

Student provides supporting documentation from attending medical professional with Student's request and is released from this UNUHC, Student will be charged prorated room and board costs based on when Student vacated. No cancellation fee will be assessed.

5. If Student withdraws from University - This UNUHC is terminated if Student withdraws from the University before the end of the academic year. If Student notifies Housing Services 30 days before the end of the quarter, no penalty will be assessed. If the student notifies Housing Services fewer than 30 days before the end of the quarter, a cancellation fee of $500 will be charged to their student account.

6. No Housing may be privately sublet by Student for any reason.

If Student fails to move out of assigned room by assigned check out date, Student will be assessed a $250 improper check out fee. Housing will contact Student to arrange item pick up and if Student fails to respond or remove items after one (1) week, Housing will remove personal property and staff will assess space. The University assumes no responsibility for property left after termination of occupancy, and Housing reserves the right to remove and/or store personal property left on premises by Student after term of residency has ended, at Student's expense.

N. 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 Housing within 24 hours of receipt of notification or completion of appeal process. The University may also terminate or suspend this UNUHC 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 charge plus a cancellation fee of $1000 charged to their student account. The amount left on Student's resident dining account will be refunded based on the amount available at time of official check-out.

O. NEIGHBORHOOD UNIT ROOM CONDITION AND FURNISHINGS (Non-Law or Graduate students)

The University supplies basic bedroom 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 Housing Services. The University will NOT supply furniture for Neighborhood Unit common spaces. Furniture that Student brings into the Neighborhood Unit must adhere to all California state fire codes. All furniture must be flame retardant. Only furniture that is rated/designed to be outside can be used or placed in patio or porch areas. 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 Inventory Inspection 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 Inventory Inspection. 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 Inventory Inspection 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 Inventory Inspection is not completed and submitted 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 posted to their student account in accordance with established policies.

P. FIRE SAFETY AND SECURITY The following policies are for the safety of all resident and nonresident students. Violation of many of these policies may be punishable by local and state law, as well as Santa Clara University's codes and policies.

1. Student is responsible for keeping the common areas of Housing in a clean and orderly condition for the health, safety, and benefit of all residents. Student may not store items in common areas.

2. Candles (including unburned, decorative candles), incense, and other objects with open flames are prohibited in both private and public living spaces.

3. Electrical appliances including, but not limited to, appliances with exposed heating elements, hot plates, ceiling fans, sun lamps, heaters, torchiere halogen lamps, and air conditioners are prohibited in rooms and apartments. Toaster ovens may be used only in apartment kitchens. Only UL-approved, circuit -breaker type extension cords may be used in Housing.

4. Gasoline-powered vehicles (including motorcycles and scooters) and equipment are prohibited in rooms or apartments.

5. Student agrees to use safety and security devices as provided by the University including, but not limited to, door locks and smoke detectors. At no time shall Student disable fire safety equipment.

6. Evacuation is required of all occupants of University buildings whenever a fire alarm is sounded. Student agrees to be familiar with emergency evacuation routes from buildings. Several unannounced drills will be conducted during the academic year. Failure to evacuate for an alarm is a violation of city and state ordinances and will be treated as a serious violation of the Student Conduct Code.

7. Student agrees to follow all applicable University safety procedures.

Q. 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 UNUHC 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 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. However, demand for Housing may require that the University assign additional persons per room, and, thus the University reserves the rights to assign Student in this manner. Student also may be assigned to temporary space. If Student is so assigned, Student will be reassigned to double occupancy spaces as they become available. If Student is still assigned to such additional occupancy or temporary Housing after the first day of the fourth week of classes, Student will receive a prorated credit toward the next quarter's charges. If Student is reassigned but refuses the assignment, Student is not eligible for the prorated credit.

If Student is a current and incoming student with housing accommodation requests related to gender identity and expression, Student should contact Housing Services at housing@scu.edu. Placement decisions will be made on a case-by-case basis depending on the needs of Student.

R. ROOM CONSOLIDATION If Student is assigned to a double occupancy room and has a vacancy in Student's room due to the transfer, cancellation, or withdrawal of a prior roommate, Student will be asked to consolidate with other similarly situated students by the Housing

Services Director or designee. Students with the higher class standing and accumulated academic units will be given the first opportunity to either stay in the rooms or relocate. If Student relocates, Student will be offered moving assistance which will be coordinated in advance. Once it is determined that the needs of the University have been met, single occupancy rooms may be offered at the published single room rates. University anticipates that the bulk of room consolidations will take place towards the end of the Fall and Winter Quarters, but there is the possibility of room consolidations being initiated at any time during the academic year, up until the fifth week of the Spring Quarter. If Student has not contracted for single occupancy rooms, does not have a roommate, and has been asked to consolidate but has not, Student must pay the single room rate, obtain a roommate, or change rooms.

S. ROOM CHANGES Any room change request must be approved by the Housing Services Director or designee and completed within five (5) calendar days if notification has been issued to Student. No room changes may be conducted without the written authorization of the Housing Services Director or designee, which authorization may be withheld in the sole discretion of the Housing Services Director or designee. Unauthorized room changes may result in termination of this UNUHC and/or assessment of a $500 fine. If Student makes an unauthorized room change, Student may be required to return to the original assignment and may be denied the opportunity to participate in any other room change. If Student requests a room change, Student must obtain prior approval from the Housing Services Director or designee. If Student elects not to change rooms after a room change has been approved by the Housing Services Director or designee, a $100 fine will be assessed.

If Student fails to move out of assigned room by the assigned check out date, Student will be assessed an improper check out fee of $500. Staff will contact Student to arrange item pick up. If Student fails to respond or remove items after one (1) week, Housing will remove personal property from the space. Staff will assess space after items have been removed. University assumes no responsibility for personal property left after termination of occupancy. Housing reserves the right to remove and/or store personal property left on the premises by Student after the term of residency ends, at Student's expense.

T. CHECK-IN DEADLINE The University may terminate this UNUHC if Student fails to officially check-in to Student's assigned room before 8:00 a.m. on the first day of classes unless prior written notice of Student's late check-in is received by Housing Services. The University may terminate this UNUHC if Student fails to officially check-in to Student's assigned room within seventy-two (72) hours of signing this UNUHC and does not provide prior written notice of late check-in to Housing Services, if this UNUHC is signed after the commencement of the current quarter. 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 Inventory Inspections indicating condition of room and all furnishings assigned to Student.

U. 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/unit; return of all issued keys to Student's community staff member; cleaning the room/unit; and submission of the check-out portion of the Room Inventory Inspection and/or Check Out agreement. Failure to follow check-out procedures may result in financial penalties. The University assumes no responsibility for property left after Student vacates Housing. Housing Services reserves the right to remove and/or store possessions left on the premises after Student vacates Housing, at Student's expense.

V. ROOM ENTRY AND INSPECTION POLICY 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 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 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 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 UNUHC, Student consents to room entry and inspection under those circumstances indicated and understands that if violations are found by University officials, Student may be charged for failure to follow policies and/or procedures.

W. CONSTRUCTION AND RENOVATION Construction and remodeling or repair of academic and residential buildings on the Santa Clara University campus in the vicinity of Housing may be scheduled for the 2027-2028 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 UNUHC, Student agrees that Student has been advised of said scheduled construction which may result in disturbances and disruptions.

X. COMMERCIAL/BUSINESS USE OF FACILITIES Student may not use Neighborhood Unit or residence hall room or any University Housing facilities for commercial or 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.

Y. TECHNOLOGY USE The Offices of Housing and Residence Life, as well as many other University entities, communicate with Student by means of Student's University email and Student's on-campus mailbox number, if applicable. Student is responsible for all information, including policy and procedure information, sent to Student's mailbox number, sent via email or mailed to Neighborhood Unit address.

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 agrees to adhere to these policies:

1. No personal routers or wireless routers may be installed by Student in residence hall units. 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, including mining cryptocurrency. Student is prohibited from providing service to others.
3. Any use of campus data services, beyond those explicitly permitted, must be submitted for approval to the Information Security Office and Director of Cyberinfrastructure Technologies.
4. Student is required to register all devices to be attached to the campus network. As part of the registration process, Student is required to read and agree to adhere to the usage policies of these technology and communication resources. As part of these policies, Student is 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.

Student should never share Student's passwords with others. The University provides substantial electronic resources and access to information, the privacy of which is tied to Student's electronic IDs and passwords. 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 electronic and network resources as well as other 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 the student may incur fees 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.

Z. SMOKE-FREE AND TOBACCO-FREE CAMPUS Santa Clara University is a smoke-free and 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.

AA. TERMINATION Upon reasonable notice, Santa Clara University reserves the right to terminate housing contracts due to public health emergency needs, including COVID.

BB. 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. 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 he or she 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, 507 Lafayette Street, 529 Lafayette Street, 536 Alviso, 541 Alviso, 543 Alviso, 544 Alviso Street, 564 Alviso Street, 575 Alviso Street, 584 Alviso Street, 775 Bellomy Street, 805 Bellomy Street, 819 Bellomy, 831 Bellomy, 841 Bellomy, 845 Bellomy, 857/859 Bellomy Street, 889 Bellomy Street, and 671 Franklin 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 in your housing portal. Student acknowledges that the University

has provided Student with the federally approved pamphlet on lead poisoning prevention.

3. ASBESTOS DISCLOSURE; OPERATION AND MAINTENANCE PROGRAM
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 undergraduate 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.

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:

a. 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 undergraduate 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;

b. Student shall notify the University immediately in writing (1) if there is any damage to or deterioration of the ceiling or floor tiles in University provided undergraduate student Housing, including, without limitation, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling or floor tiles; or (2) upon the occurrence of any of the activities described in (a) above.

4. MOLD NOTIFICATION 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.

Student agrees to maintain the room/unit in a manner that prevents the occurrence of an infestation of mold or mildew. Student agrees to uphold this responsibility by complying with the following list of responsibilities:

1. Student shall keep the room/unit free of dirt and debris that can harbor mold.
2. Student shall immediately report to Housing Services any water

intrusion, such as leaks or plumbing malfunctions.

3. Student shall notify Housing Services of overflows from bathroom, kitchen or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Student shall report to Housing Services any significant mold growth on surfaces inside the room/unit.
5. Student shall allow University staff members to enter the room/unit to inspect and make necessary repairs.
6. Student shall use bathroom fans while showering or bathing and to report to Housing Services any non-working fan.
7. Student shall use exhaust fans whenever cooking, dishwashing or cleaning.
8. Student shall use all reasonable care to close all windows and other openings in the room/unit to prevent outdoor water from penetrating into the interior unit.

5. PEST CONTROL STATEMENT It is the University's goal to maintain a pest free environment in Housing. The University has instituted operations and a maintenance program directed at prevention and treatment of common pests and actively monitors the conditions of building exteriors and common spaces within residence halls.

Certain pests can pose health hazards if not managed properly. Student agrees to maintain the room/unit in a manner that prevents the occurrence of an infestation, keeping free of dirt, debris, and food waste that might attract pests to the space, including placing food in properly sealed containers, as needed. Trash, composting, and recycling should be removed from Students room daily. Tampering with or removing window screens may also contribute to pest presence within the space.

Student must take reasonable steps to prevent pests and shall notify the University immediately in writing regarding any signs of a pest problem. The University will take all reasonable steps necessary to control or destroy pests, following a visual inspection. Length of treatment leading to effective elimination may take many weeks depending on the pest and severity. Student agrees to comply with any protocol provided from a licensed pest control service, including addressing any concerns within the assigned space that may have contributed to the development of a pest problem.

A. PESTICIDE NOTIFICATION Student agrees to the following options when submitting a request to address pest control issues:

I. 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.

II. Branch 2 Pest Control - General Pest: The practice relating to the control of household pests excluding fumigation with poisonous or lethal gases.

III. 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.

CC. 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.

DD. 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 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 placing tables or any type of furniture or items on the front lawn of the Neighborhood Unit, including beer pong tables.

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

EE. ALCOHOL AND OTHER DRUG POLICIES 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, and back yard, provided the space is not shared with an underage roommate or guest. Regardless of age, excessive and inappropriate use of and/or distribution 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). Consumption and storage of alcoholic beverages is allowed in private spaces, which are defined as the residence interior, enclosed courtyards, and patios. Private space does not include such areas as exposed porches and balconies or common outdoor areas. Residents must follow State laws and University rules, regulations, and policies regarding the consumption and service of alcoholic beverages on University property.

Drinking games or simulated drinking games (i.e., water pong) are strictly prohibited in exposed porches, balconies, and common outdoor areas.

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.

FF. COMMUNITY DAMAGE Community damage is damage done to common areas that would not be considered individual room damage, including the exterior of the unit. 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.

GG. 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. Under some circumstances, this does not apply to minor/dependents of Student and/or spouses of Student. Please inquire with Housing Services for further information about family housing.

HH. GENERAL INFORMATION Roof access is not permitted. Residents found in violation will be subject to sanctions in accordance with the Student Conduct Code and may be subject to eviction or the non-renewal of their lease. 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.

II. 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.

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

KK. 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 their personal housing portal. 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 Housing Services, 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 effects and leave the Neighborhood Unit clean. Any Neighborhood Units not left clean and empty will be emptied of all personal effects and then professionally cleaned, with the cost of services payable by the Residents. Residence keys will be turned off by 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 Housing Services 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 understand that if violations are found by University officials, Residents may be charged for failure to follow policies and/or procedures.

LL. 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.

MM. 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.

NN. 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. Service Animals must be registered with Housing Services. Residents in need of assistance animals must register with the Office for Accessible Education. For more information regarding registration of service or assistance animals, please contact Housing Services. Residents are prohibited from placing food outside of Neighborhood Units in order to feed stray animals.

OO. VIOLATIONS AND FINES 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 Housing Services.

University Housing Contract Violations

In the event the Resident violates any portion of the UNUHC, 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, excluding any student conduct code violation and housing and residence life policies. The assessment of sanctions and/or fines shall not prevent the University from enforcing any other provisions of the UNUHC 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 Services 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 the first violation of the university housing contract shall be submitted to and reviewed by Housing Services.

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:

1. A fine of $500.00 for the first offense
2. 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 ($1000 cancellation fee) Disciplinary Probation and additional fines.

Appeals for violations of City of Santa Clara ordinances shall be submitted to and reviewed by the Dean of Students' Office.

PP. RESIDENT STUDENT RIGHTS AND RESPONSIBILITIES Student agrees to abide by all applicable laws and University regulations and policies 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 UNUHC, Student will be subject to University disciplinary procedures as well as possible termination of this UNUHC. Full details of University regulations, policies, and disciplinary procedures are outlined in the Santa Clara University Student Handbook. The following acts may subject Student 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. Furthermore, Student agrees to follow all applicable University safety procedures, including the Covid-19 Isolation Protocol for Resident Students, available at https://www.scu.edu/preparedscu/isolation-and-quarantine/.

I agree to be bound by terms set forth in this UNUHC through my electronic signature and that this UNUHC may be entered into by electronic signature and that this UNUHC may be entered into by electronic means. I agree and represent that my electronic signature signifies assent to the terms of this UHC and that my electronic signature satisfies the requirements of both California law (including the Uniform Electronic Transactions Act, Civil Code section 1633.2(h), 1633.5, and 1633.7) as well as the Federal Electronic Signatures in Global and National Commerce Act (sometimes known as E-sign). By signing this document using electronic means, I waive any claim of any error in the transmittal of such signature.

I, THE UNDERSIGNED, HAVE READ THE ABOVE UNUHC, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I AM SIGNING IT VOLUNTARILY. I am 18 years of age or older.

If you are NOT 18 years of age or older you MUST enter the full name of your parent or guardian

under the “Enter Full Name of Parent or Guardian if You Are Under 18:” and your parent or guardian MUST check “I Consent (Above Signed Guardian):”.

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