Dear Student:

Attached is a 2012-2013 University Apartment Contract. Please read through the entire packet. Please print, sign and return a copy of the page with your signature and confirmation number to the Apartment Assignment Services Office by the due date indicated in your email message. You can return it in person or by mail to Apartment Assignment Services, 6750 El Colegio Rd., Goleta, CA, 93117, by fax to (877) 885-9903 or by email to aptcontracts@housing.ucsb.edu.

You will be able to indicate your apartment and room type preference when you complete your personal preferences to receive your confirmation number. You should only select apartment and room types that you are willing to accept. If you are not willing to accept a particular apartment and room type, do not select it when completing your personal preferences. We will make every effort to assign you to your first choice. Based on availability, you may not receive your first choice, but you are guaranteed an apartment space. If we cannot initially assign you your first choice, you may be on a waiting list for your first choice. If we cannot accommodate any of your choices, we will contact you to discuss your options (including the option of voiding your contract with no liquidated damage fee).

Do not send any payment with this contract. Your $25 contract processing fee, $150 security deposit and activity fee ($27 for Undergraduate Apartments) will be billed to your university billing account and will be due by May 15, 2012.

NOTE:
* Read the Contract and the Terms and Conditions carefully. This is a legally binding contract.
* Contracts will not be accepted after the due date as indicated in your email message.
* Keep an electronic copy or paper copy of the contract as well as the Terms and Conditions for your records.
* By signing the contract, you are giving us permission to release your contact information (e-mail address, phone number) to your assigned roommates.
* If the utility usage in an apartment exceeds the allowable baseline by 15% or more, the residents are responsible for the overage. Please conserve!
* Actual room (and roommate) assignments will be mailed to you early September.
* This contract can only be cancelled in accordance with Paragraph 5. There is a $250 liquidated damage fee ($350 after the deadline) for any approved cancellation, regardless of the reason.
* If you graduate before the end of your contract, you will be assessed the $250 contract cancellation fee ($350 after the deadline).
* Note clause 4m in your contract for the expectations and use of your UCSB Umail account. Electronic correspondence to your Umail account is our primary method of communication and constitutes “written notice” and/or “personal delivery”.
* Note clause 6s in your contract for the expectations and use of the Mediation Program.

Please read your contract carefully. If you have any questions, please contact the Assignment Services Office by email at aptcontracts@housing.ucsb.edu or by telephone at (805) 893-4021.

Sincerely,

Mario Muñoz
Assistant Director
Apartment Assignment Services
1. PARTIES:
The parties to this Contract are the Regents of the University of California, hereinafter called "University," and the undersigned student, hereinafter called "Resident".

2. TERM:
a. The term of this contract shall be Saturday, September 22, 2012 to Monday, June 17, 2013.
b. Residents who check-in or check-out during the first or last week of any quarter will be charged for that entire week in their prorated rent.c. Resident may be required to vacate the apartment within twenty-four (24) hours or less after completing their last final examination if disruptive to the community. In no case does the 24 hours extend beyond the official apartment closure.

3. THE UNIVERSITY SHALL:
a. Provide the Resident with a furnished space in a University apartment for the term of this Contract.
b. Assign the Resident to a specific apartment and reserve the sole right during the term of this contract to reassign the Resident to another room and/or apartment, to assign roommates, to consolidate vacancies, or to make accommodations in order to comply with the Americans with Disabilities Act.
c. Reserve the right to utilize double rooms for triple occupancy. The terms and conditions set forth herein are applicable to rooms occupied by either one, two, or three parties. The University, in its sole discretion, reserves the right to reduce or increase the number of residents per room as space becomes available.d. Reduce or increase the rate to the appropriate stated single, double, or triple rate as Students are assigned or re-assigned. When three Students are assigned to a double occupancy room, the rate changes to triple rate for that room so that each Student will be paying a lower amount than the double rate. When one Student occupies the room following reassignment or termination of Contract, the room reverts to a double occupancy room and the rate for the two remaining Students increases to the double occupancy rate.e. Make contractual arrangements with utility companies to provide water, trash removal, gas, electricity, basic cable and internet access.f. Provide cleaning services for community centers, recreation areas, lobbies, and exterior hallways on a regularly scheduled basis.

4. THE RESIDENT SHALL:
a. Be a regularly enrolled, full-time student, as defined by the UC Santa Barbara Office of the Registrar or the UC Santa Barbara Graduate Division, for the term of this Contract. The Resident shall be obligated, however, whether a registered student or not, to pay the University in accordance with the provisions of this Contract.
c. Complete the emergency contact information on-line as instructed.
d. Complete the Apartment Condition Report within 24 hours of obtaining keys. Failure to complete report within the time specified means that the Resident accepts the condition, found no reportable damage other than normal wear, and accepts responsibility for any damages that may be discovered thereafter.
e. Abide by the check-in and check-out procedures as defined by the University, at the beginning and termination of this Contract.
f. Not change, modify, or alter the apartment, its fixtures, furnishings, or equipment without prior written consent of the University. No modification which requires a structure (e.g. lofts, bike hooks, bookshelves, plant hangers, satellite dishes, etc.) to be attached or fastened into a wall, ceiling or floor shall be permitted.
g. Not assign, without the prior written consent of the University, this Contract or sublease the apartment, or any portion thereof, or use it in any manner (e.g. to conduct business) other than as a personal residence.
h. Abide by the rules and regulations of the University, as stated in the Campus Regulations Manual, and Apartment Living rules, as well as all local, state, and federal laws. Rules and regulations specific to Apartment Living can be found in the TERMS AND CONDITIONS of this Contract.i. Assume the responsibility for their guests being informed about and abiding by all rules and regulations of the University, Apartment Living, local, state, federal laws and terms outlined in this Contract. Residents may be held accountable in those instances when their guests, without abide by such rules and regulations or for behavior which is detrimental to the welfare of the apartment community or the physical property of the University.
j. Maintain their self, their apartment and common areas in a clean, sanitary, non-hazardous condition throughout the term of this Contract and leave the apartment in a clean and orderly condition as determined by the University.
k. Be responsible for any damage to the apartment, its furnishings and equipment (reasonable wear accepted), and comply with all provisions of this Contract.
I. Not simultaneously hold or commit to more than one UC Santa Barbara Housing Contract within the same academic period. UC Santa Barbara Housing Contracts are defined as the contract for University Apartments, University Family Student Housing, University Guest Residence Halls, and University Affiliated Residence Halls.
m. Be responsible for activating and utilizing their UCSB e-mail account to receive information from the University via electronic mail.

5. TERMINATION:
This Contract may be terminated only with the written approval of the University and under the conditions enumerated in subsections 5a through 5d. The Resident will be assessed a liquidated damages fee and, if necessary, any additional custodial and security related charges associated with their period of residency (billed to their University BARC account). The Resident hereby agrees and accepts that it is reasonable for the liquidated damages fee to cover the University's costs resulting from the Resident's failure to fulfill the terms of the Contract because it is at this time impractical and difficult to determine the amount of damage.

- **LIQUIDATED DAMAGES FEES SCHEDULE FOR AN APPROVED CONTRACT TERMINATION PRIOR TO TAKING OCCUPANCY:**
  - Prior to July 1, 2012: $250
  - July 1, 2012 or later: $350

- **LIQUIDATED DAMAGES FEES SCHEDULE FOR AN APPROVED CONTRACT TERMINATION AFTER TAKING OCCUPANCY:**
  - With a 30 day written notice: $250
  - Without a 30 day written notice: $350

a. PRIOR TO JULY 1, 2012:
If the student notifies the University (Apartment Assignment Services) in writing prior to July 1, 2012, the student's Contract will be terminated and the student assessed a $250.00 liquidated damages fee billed to their University BARC account.

b. FAILURE TO TAKE OCCUPANCY:
If the student notifies the University (Apartment Assignment Services) in writing after July 1, 2012, or fails to initially check-in by the first day of classes, September 27, 2012 for Fall Quarter; January 7, 2013 for Winter Quarter, and April 1, 2013 for Spring Quarter, without previously notifying the University (Apartment Assignment Services) of the delay and anticipated date of initial occupancy, the student may be reassigned and continue to be charged. The student shall be liable to the University for all rent payments due hereunder until a replacement, if any, can be secured by the University and the student shall be assessed a $350 liquidated damages fee.

c. TERMINATION AFTER OCCUPANCY (only with prior approval of the University):
This Contract may be terminated by the Resident with prior written approval by the University if the Resident ceases to be a currently enrolled student at UC Santa Barbara due to graduation, withdrawal, academic dismissal, transfer to another institution, or is a participant in a University authorized planned educational leave program. In addition, a Resident may terminate the contract without cause by finding a UCSB student of the same gender and eligibility to replace the space. The Resident must present official documentation as verification, and return all appropriate forms, keys, and parking permits (if applicable) as instructed in move-out information. The Resident will be assessed the liquidated damages fee in accordance with the schedule above.

d. Contract termination, release and vacating dates are determined by the University (Apartment Assignment Services) after completion and approval of a contract cancellation form.

6. IT IS FURTHER AGREED THAT:
a. The University assumes no responsibility for and provides no insurance or financial protection for the Resident's personal property.
b. Sole provider arrangements for landline telephone service are available to the Resident through Communications Services on campus.
c. A $20.00 late charge shall be assessed for each delinquent monthly payment. Such charge is agreed to be reasonable and is accepted as the amount of liquidated damages for each delinquent payment because at this time it is impractical and difficult to determine the added costs to the University resulting from a delinquent payment. Non-receipt of a BARC statement or absent indication of housing fees does not absolve the Resident from paying the monthly payment by the due date.
d. The University does not promise or guarantee Resident assignment to any particular apartment or room. If for any reason the University cannot deliver possession of the apartment or room to the Resident, the University shall not be liable to the Resident for any loss or damage resulting from the University's delay or failure to deliver possession.
Mario Muñoz, Assistant Director
3750 El Coligio Road, Goleta, CA, 93117
(805) 893-4021 or FAX (877) 885-9903

FALSIFIED INFORMATION AND/OR ANY ALTERATIONS TO THIS DOCUMENT WILL VOID CONTRACT AND MAY RESULT IN DISCIPLINARY AND/OR LEGAL ACTION.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
TERMS AND CONDITIONS

Violation of any of the following policies jeopardizes your housing contract, violates the UCSB Standard of Conduct Code 102.07, and may result in University sanctions and legal prosecution that could include (but is not limited to) eviction and/or University sanctions. These policies apply to all residents of University-owned apartments and their guests when they are within Housing & Residential Services environs (including parking lots), regardless of where they reside. These policies are also enforceable while participating in Housing sponsored activities on or off campus.

Alcohol: State laws and university regulations referring to alcohol use and possession must be followed by you and your visitors. NO alcohol is permitted in public areas (i.e. community centers, apartment patios, grounds, lobbies, laundry rooms, etc.). Kegs, as well as other large containers for alcohol, are not allowed within or in the vicinity of any university-owned facility. Delivery of alcohol by outside vendors is prohibited. Problem behavior while under the influence of alcohol or any other substances will not be tolerated.

Amplified Music and Drums: Amplified musical instruments and drums may be stored but not used within university-owned apartments. Stereo speakers are prohibited from being placed in windows directing sound out of the apartments. Exceptions may be made in university sanctioned performances.

Annual Inspections: Annually, authorized university personnel will enter your apartment unit to conduct an inventory and inspection of all furnishings and review the condition of the facility. This is done to reduce damage that goes unreported. Residents will receive a minimum of 24-hours advance notice prior to inspections.

Appliances and Electrical Safety: All of your appliances should be UL® approved. Practice safety when using appliances or electrically dependent items. Do not overload circuits or extension cords.

Barbecues: Barbecues provided by the University, are to be used only for cooking food. Personal barbecues may not be used or stored on the premises, with the exception of on private concrete patios of ground floor units.

Bicycles: Please use designated bike racks or carefully store bikes in your apartment. Bike hooks are not allowed. Bikes found blocking public access, walkways, exits, or fire escapes will be removed and impounded. A fee may be assessed for moving and storage. Please register your bike with the Community Service Organization (CSO). Please ride slowly through the complex. All bikes stored in the bike racks must be in operable condition. The University will conduct periodic removal of abandoned bicycles.

Bottled Water: Delivery arrangements are between the vendor and you. Please do not leave your unattended apartment door open for vendors or leave empty containers to block public access or exits.

Business: Utilizing your address or conducting private entrepreneurial ventures by you or your visitors from your apartment is prohibited. No business of any kind is permitted to be established on University property.

Candles: In accordance with California law, candles are not permitted on the premises.

Car Washing: Car washing is not allowed in our facilities.

Check-in: Each Resident must submit an Apartment Condition Report within 24 hours of check-in. It is the Resident’s responsibility to instruct the agent of the company submitting the Report as instructed upon check-in. Failure to submit Report within 24 hours of check-in will result in a default statement that all conditions of the apartment are in perfect order.

Check-Out: There will be a $100.00 liquidated damages charge for failure to follow the appropriate check-out procedures when moving out of the apartment after approved contract termination or at the end of the academic year. Failure to vacate the apartment by the last day of the Contract will also result in staff, or assigned vendors removing the Resident's personal property left on the premises to be disposed of according to state law. The Resident will also be assessed for storage charges. Failure to leave the apartment in a clean and orderly condition, as described by the University, will result in additional cleaning and maintenance charges.

Complicity: Everyone in our community has the responsibility to take appropriate action if a violation of any policy comes to their attention. Concealment of information may be considered as sanctioning illegal activities and you may be held equally responsible for the violation you witnessed.

Conservation: Excessive or irresponsible abuse of utilities may result in administrative action and/or charges assessed to your BARC account.

Damage: Resident(s) and their guests will be held liable for any damage or theft of University property in both the apartment and public areas of the University apartment facilities. Bills for the cost of repairs are charged to the responsible individual(s) via the Resident's University BARC account at the rate of $55/hour for labor plus any material costs.

Domestic Violence/Child Endangerment: Violence or endangerment of any member of our community will not be tolerated.

Driving: The speed limit in all University Apartment parking lots is 5 mph. There is no driving into the complex or on pedestrian walkways. If you are found responsible for violating any of the complex’s speed limits and/or state driving laws, your parking permit may be revoked by the Office of Apartment & Community Living.

Drugs, Illegal: The possession, use, distribution, manufacturing, cultivation, or sale of drugs, narcotics, or drug paraphernalia will not be tolerated in our residential community.

Drug related activity will be referred directly to the University Police and will result in disciplinary action.

Electrical Cord Use: Use UL® listed multi outlet units (MOU) plugged directly into the wall outlet. Residents are to follow all University policies governing the use of electrical extension cords. Please reference http://www.policy.ucsb.edu/policies/policy-docs/extension-cord.pdf

Electrical/Cordless: Tampering with or misuse of elevators is prohibited by law and university policy. Residents will be subject to disciplinary action and charged for any expenses related to misuse.

Entrances and Cleanout Access: Regulations require a clear 3' (foot) access to all apartment doors, including stairwells, second/third floor walkways and water heater closets. Access to water heater closets and plumbing “clean-outs” must be clear of plants or other items so University staff or vendors may access the area for routine or emergency maintenance.

Event Planning: No organized, loud, unruly, or alcohol-related events/activities (e.g. progressive parties) are permitted in the University Apartment Living facilities. All major/larger events allowed in the community centers, recreation rooms, or poolside must have prior written approval of the Office of Apartment Living. Residents may be required to immediately close down any event(s) at the discretion of University staff.

Exterior Building Areas: Landings and walkways are to be kept clear for evacuation safety. These areas are not to be used for personal storage areas. Plants must have drain pans if located on second floor decks/walkways.

Fire Lanes: Driving or parking motor vehicles on walkways and emergency roads is prohibited. Exceptions include university vehicles responding to service or emergency situations.

Fire Safety and Emergency Equipment: It is a misdemeanor to tamper with or interfere with fire alarm pull stations, smoke and heat detectors, fire extinguishers, hoses, fire sprinkler systems and EXIT signs and lights. Violators are subject to disciplinary action as well as legal prosecution.

Fireworks/Explosives: It is a misdemeanor to possess, store, or use any fireworks or explosives on University property.

Flammable: Storage or use of ammunition, kerosene, propane, paint thinner, charcoal starter, gasoline, naphtha, benzene, fireworks or other flammable or explosive materials is strictly prohibited. Storage of oily rags, boxes, or excessive amounts of newspapers or magazines is not permitted on the nose.

Food: University-owned furnishings and property are not to be removed from the apartment unit nor left out on patios, balconies or other areas that could result in damage or unnecessary wear to the items. Privately-owned furnishings are are not allowed as long as they do not create undue clutter or result in fire, health or safety hazards. Upholstered furniture is prohibited outside due to rodent nesting. University-owned community center or recreation room furnishings are not allowed in resident apartments. A minimum fee of $50 per day will be assessed to your BARC account if furnishings are improperly used.

Guests: No person other than those officially assigned by the University or as authorized on this Contract may occupy the premises on a permanent basis. Resident(s) may have occasional overnight and/or weekend guests. The Resident is responsible for all actions and the behavior of their guests/visitors. Any guest(s) violating any University policy or terms and conditions of this Contract shall be required to leave the premises immediately. Please be courteous and communicate with your apartmentmate(s) before having guest/visitors. No overnight guest may stay longer than 7 days per academic quarter. During Halloween and other special events, restrictions on guests, registration procedures, and other security precautions may be implemented for the community's safety.

Halloween and Other Special Events: During the period leading up to, during, and after Halloween, as well as other special events as determined by the Office of Apartment Living, limitations and/or restrictions on guests’ visitation, parking privileges, and other security precautions may be implemented for the safety and security of our residential community.
Residents may be financially responsible for removal of stored shopping carts in their possession. Smoking in Graduate Apartments (San Clemente)

**Shopping Carts:**
During the week before Final Exams and Final Exam Week, Quiet hours are 24-hours a day. All residents share the responsibility for maintaining quiet & courtesy hours.

**Quiet & Courtesy Hours:**
These facilities are for the use of residents only. Access is by use of your apartment or bedroom key.

**Ledges, Roofs, Balconies, Stairwells, and Walls:**
The use of ledges and roofs for any purpose, hanging on balconies, and the scaling of walls is prohibited. Throwing, shooting, and launching objects from buildings is prohibited. Stairwells must be clear of all obstructions at all times for safety reasons. Absolutely no diving into the swimming pools from fences, windows, balconies or roof areas.

**Megan’s Law NOTICE:**
The California Department of Justice, sheriff’s departments, police departments serving 200,000 or more and many other law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood.

**Medical Marijuana:**
The use or possession of marijuana, including medicinal marijuana, is prohibited on University property.

**Hookahs:**
Hookahs and hookah smoking are not permitted.

**Motorcycles and Scooters - Fuel Operated Vehicles:**
All fuel-operated vehicles may only be parked in designated areas and must be registered. Due to the hazardous potential, there is no storage of fuel-operated vehicles on patios, stairwells, walkways, or landings. Any of these vehicles found in or around the apartment units, beyond the designated areas, may be cited, towed and impounded at the owner’s expense.

**Smoke:**
Every Resident is entitled to proper living, learning, and resting conditions in apartment facilities. Any resident may politely and calmly request that any other person or group be quiet, or if conditions are interfering with her ability to study, rest, or quietly enjoy the environment—and the requested party needs to comply.

**Parking:**
All vehicles parked within our university-owned parking areas must have a legal permit. Complete parking regulations are available upon move-in. Violation of parking regulations may result in disciplinary action.

**Patio and Decks:**
Fire regulations require 3’ (feet) clearance to all doors of your apartment. Only plastic wood/metal furniture is permitted outside, as rodents may nest in upholstered furnishings. Please contain all permanent items, such as potted plants, in your patio area, as your university staff need access to all lawn areas for proper maintenance and care. Furnishings, such as your dining room chairs, are not to be used as outdoor furniture and may be damaged by the outdoor climate.

**Pools:**
All vehicles parked within our university-owned parking areas must have a legal permit. Complete parking regulations are available upon move-in. Violation of parking regulations may result in disciplinary action.

**Prohibited Items:**
The following items are prohibited in our apartment units due to their association with facility damage, fire hazard and/or high energy use: darts and dart boards, air conditioning units, large appliances (e.g. washers, dryers, dishwashers, freezers, extra refrigerators), space heaters, kerosene lamps, halogen lamps, flammable liquids, solids & gas (non-household items).

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**Quiet and Courtesy Hours:**
The minimum hours established for all complexes are: Sunday through Thursday - 10:00 pm to 7:00 am; Friday and Saturday - 11:00 pm to 7:00 am. During the week before Final Exams and Final Exam Week, Quiet hours are 24-hours a day. All residents share the responsibility for maintaining quiet & courtesy hours.

**Recreational Vehicles, Boats, and Trailers:**
Boats, RVs, and trailers are not permitted on the property. The University does not have accommodations or storage facilities for large personal items.

**Resident Behavior:**
Residents and guests who, by virtue of their inappropriate behavior or conduct towards themselves or others, exhibit an inability to live in a group setting, refuse intervention, and/or are endangering themselves or others in any manner, may be asked to leave any Apartment Living community. Administrative and judicial action will be invoked.

**Satellite Antennas:**
Satellite antennas may not be affixed to any common area in the apartment facilities. This includes, but is not limited to, exterior walls, roofs, hallways, and walkways. They may only be installed in an “exclusive area” which means an area of property that only you may enter and use to the exclusion of other residents. Information on the installation procedure for satellite antennas is available at your complex office.

**Shopping Carts:**
Pursuant to state law, the removal of shopping carts from merchant property is unlawful. Shopping carts are prohibited on premises and will be confiscated. Residents may be financially responsible for removal of stored shopping carts in their possession.

**Skateboarding:**
Skateboards are only permitted in our residential community when used primarily for transportation. “Trick-skating” is not allowed.

**Smoking in Graduate Apartments (San Clemente):**
San Clemente Villages are non-smoking buildings. The right to a smoke-free environment prevails over the right to smoke.

**Smoking in Undergraduate Apartments (Santa Ynez, El Dorado, Westgate):**
The right to a smoke-free environment prevails over the right to smoke. Smoking is allowed only within the privacy of the unit or 25 ft away from operable doors and windows so that “second hand smoke” may not violate any surrounding private space. Smoking is prohibited in all public areas (e.g. community centers and laundry facilities). See: http://www.policy.ucsb.edu/policies/policy-docs/smoking.pdf

**Solicitation:**
No advertising, selling, or commercial soliciting is permitted. Please inform the solicitor of this policy, then contact our office or UCSB Police (893-3446) immediately of the presence of a solicitor or salesperson. Distribution of university-related materials by university staff is door-to-door is allowed.

**Staff Directions:**
The Resident and their guests must follow the directions of University staff members at all times. Providing false information or failing to provide information to staff, interfering with staff while they are performing their duties, or being uncooperative or verbally abusive to staff is strictly prohibited.

**Stairwells/Walkways:**
Stairwells and walkways must be clear of all items to ensure safe emergency access.

**Storage:**
Due to the limitations of space in and around our community, outside storage is not provided for personal property. The storage of trash/garbage, cardboard or upholstery items is not permitted. To secure additional storage for personal items see: http://www.policy.ucsb.edu/policies/policy-docs/smoking.pdf

**Theft / Misuse of Property:**
Theft, tampering or misuse of personal or University property (e.g. recreation equipment, vending machine, etc.) is unlawful and prohibited.

**Water Beds:**
Water beds are not permitted.

**Water Fights:**
Water fights, water guns, buckets, water hoses, water ‘horsey,’ and throwing water balloons are prohibited.
Weights/Barbells/Treadmills: Weights may only be used on the ground floors, due to the stress that weights cause on upper floor structures and the noise created for lower floor residents.

Weapons: University regulations strictly prohibit the use or possession of firearms (with or without a California permit). Also prohibited are weapons including, but not limited to, stun guns, daggers, retractable bladed knives, non-kitchen style knives with a fixed blade over 2.5 inches, nun chucks, paint pellet guns, BB guns, air pellet guns, any device which closely resembles a fire arm (such as a water gun), slingshots, swords, darts, explosives, spear guns, bows and arrows and other dangerous items.

Windows and Screens: Window screens are to be left on at all times to prevent insects or rodents from getting in and people, objects, and litter from falling out. The occupants of the apartment will be charged a minimum of $40 per damaged or missing screen.

Yards: Fences and backyard sheds are not permitted.
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