

GORRILL HOUSE TERMS AND CONDITIONS OF RESIDENCE

Academic Year 2010 - 2011

IMPORTANT INSTRUCTIONS: Your signed Contract is a *LEGAL DOCUMENT*. Please be sure that you read and fully understand the Contract which includes these "Terms and Conditions of Residence" prior to signing.

TERMS AND CONDITIONS OF RESIDENCE:

1. INTRODUCTION: The Gorrill House Contract ("Contract") between you ("Resident") and Thomas and Inger McMillan ("Owner") incorporates these Terms and Conditions, under which you agree to rent from the Owner a furnished bedroom, or shared use of a furnished bedroom, as well as shared use of the furnished common interior living spaces in Gorrill House ("Gorrill House" or "Residence"), located at 2727 Dwight Way, Berkeley, California, for the period indicated on the Contract. The Contract includes your assignment to a particular room type and number but does not guarantee an assignment with a particular roommate. The Owner reserves the right to reserve and utilize the common living areas of the Residence at his discretion.

2. PERIOD OF RESIDENCE:

a. Academic Year: Contracts signed for the Academic Year shall be in effect for both the Fall and Spring Semesters.

b. Holiday/Semester Break Schedule: The Residence will remain open for the Thanksgiving holiday and the spring recess. The Residence will be *CLOSED* for semester break. All Residents must absent the Residence at that time..

c. Move-out time is noon on the final date of residence. Please plan your travel arrangements accordingly.

3. PAYMENT/CORRESPONDENCE:

a. The security deposit must accompany your signed Contract.

b. See your Contract for the room fee and schedule of payments.

c. It is your responsibility to ensure that payments are received by the dates indicated on the Contract. Any payment received after its due date will be subject to a \$20.00 late charge. There will also be a \$20.00 charge for any returned check.

d. Any additional miscellaneous charges, including damage or loss charges and key replacement charges, that may accrue during a given month are payable by the 1st of the month following.

e. If your account becomes delinquent, it may be referred for collection with the assessment of collection costs, late charge, and any additional legal costs incurred in collecting the outstanding balance. Notwithstanding any referral to a collection agency, the Owner retains the right to serve any Resident with a Three-Day Notice to Perform Covenant or Quit. *IN THE EVENT THAT YOU DO NOT MAKE THE REQUIRED PAYMENTS FOR THE ROOM FEE BY THE ESTABLISHED DUE DATES, YOUR CONTRACT MAY BE CANCELLED.*

f. Payments shall be made in person or via regular US mail (NOT certified or registered mail) to Inger McMillan at 2725 Dwight Way, Berkeley, CA 94704.

g. Written correspondence between the Owner (owner@g-house.com) and Residents shall be via e-mail unless impracticable.

4. ROOM FEE: The July, August, September, and October payments cover the cost of residence for the Fall Semester. The November, December, January, and February payments cover the cost of residence for the Spring Semester.

5. SECURITY DEPOSIT:

a. Interest will be added to the security deposit for the time it is held by the Owner.

b. The Owner may apply the security deposit to remedy defaults in payment of the room fee and other charges, to cover losses of property, to repair damage in excess of ordinary wear and tear and, if necessary, to clean the Residence on termination of tenancy. Any remaining portion of the deposit will be returned to the Resident no later than three weeks after moving out.

c. The Resident may not apply the security deposit for payment of the room fee.

6. LIQUIDATED DAMAGES: Liquidated damages are imposed under certain conditions as set forth elsewhere in these "Terms and Conditions of Residence." The Resident agrees that the noted liquidated damages are reasonable and are presumed to be the amount of damage sustained by the Owner because it is impracticable or extremely difficult to fix the actual damage.

7. CANCELLATION OF CONTRACT/ROOM TRANSFER:

a. Cancellation - By the Resident

ALL REQUESTS FOR CANCELLATION OF THE CONTRACT MUST BE SUBMITTED IN WRITING TO THE OWNER. THE RESIDENT REQUESTING CANCELLATION SHALL CONTINUE TO BE LIABLE FOR THE ROOM FEE UNTIL A REPLACEMENT IS FOUND AND THE OWNER APPROVES THE REQUEST IN WRITING. The effective cancellation date will be the date of approval by the Owner.

b. Cancellation - By the Owner

You may be subject to a Three-Day Notice to Perform Covenant or Quit or a Three-Day Notice to Quit for any reason allowed by law, including any violation of the terms of the Contract, including

these "Terms and Conditions of Residence". CANCELLATION OF THE CONTRACT BY THE OWNER SHALL BE SUBMITTED IN WRITING TO THE RESIDENT. THE RESIDENT SHALL CONTINUE TO BE LIABLE FOR THE ROOM FEE UNTIL A REPLACEMENT IS FOUND.

c. Cancellation - No Occupancy

If you do not occupy the premises within 7 days of the move-in date without previously obtaining approval in writing from the Owner of your intent not to move in, you will be liable for payment of the room fee until a replacement is found, at which time your Contract will be cancelled.

d. All cancellations shall be subject to payment of a \$300 cancellation charge. The charge will be deducted from the security deposit. The Resident agrees that this charge is reasonable and is to cover estimated damages, which are difficult or impractical to determine. This charge shall be in addition to the pro-rated room fee for which the Resident will remain liable until a replacement is found.

e. Room Transfer - A Resident who wishes to transfer from one room to another must submit a request in writing to the Owner on a Room Transfer Request Form. Room transfer requests shall be considered on a space available basis and shall be granted at the sole discretion of the Owner. A transfer charge of \$150 shall be charged if the request is approved.

f. Failure to Move - If you do not vacate the Residence by the designated move-out date, you will be liable for \$100 per day liquidated damages in addition to a prorated room fee until you actually move out.

8. DAMAGE and LOSS:

Each Resident is individually responsible for loss or damage to his/her room. All Residents of a floor, or the entire house, at the Owner's discretion, shall be jointly and severally liable for loss or damage to common areas where individual responsibility cannot be determined. All Residents are likewise responsible for actual and liquidated damages due to accelerated wear and tear resulting from activities that violate policy regarding group gatherings.

At the time of occupancy it will be assumed that the rooms and their contents are in proper condition. Any damage must be reported to the Owner in writing. At the end of the term, or upon vacating your room for any other reason, you shall be responsible for the cost of restoring the premises to the same condition they were in at the time of occupancy, except for the cost of reasonable wear and tear. Burns, stains, holes or tears of any size or kind in the flooring, carpeting, walls, woodwork, window coverings, or furnishings, do not constitute ordinary wear and tear.

9. REPAIRS AND MAINTENANCE:

a. The Owner will arrange for all repairs to the Residence and Owner- provided appliances and furnishings, unless otherwise agreed in writing. The cost of repairs for damage caused by misuse by the Resident or Resident's guests shall be paid for by the Resident; otherwise, the Owner shall pay for the cost of repairs. All repairs shall be made within a reasonable time.

b. The Owner reserves the right to make repairs or alterations to the Residence, or to construct improvements, as he deems necessary or desirable. The Resident accepts that occasional noise and inconvenience will result from such activity. The Owner will endeavor to give prior notice of such activity and to restrict unusual noise generation to the hours of 9 am to 10 PM.

c. The Owner will provide weekly maid service for all common living areas to insure their cleanliness and proper maintenance where individual responsibility is impractical to determine. This service notwithstanding, Residents are individually responsible for picking up and cleaning up after themselves in all common areas (See also Item 12. Kitchen and Dining Regulations).

10. GENERAL RESIDENCE CONDUCT REGULATIONS: All Residents shall adhere to the University of California Residential Conduct Code, as published in http://www.housing.berkeley.edu/student/Bear_Necessities_Guide.pdf, which includes, but is not limited to the regulations listed below. Conduct violations of those policies may result in cancellation of this Contract. Where the term "University" or "campus" is used in that document, it shall also refer to the Gorrill House.

1) Alcohol / Drugs:

- a) Possession of alcohol by persons under the age of 21 is prohibited.
- b) Possession of alcohol by persons over the age of 21 must be in a private residential room with the door closed.
- c) When persons 21 and over are transporting alcohol in and around the Residence, alcohol containers must not be visible and must be closed.
- d) Possession of bulk quantities of alcohol is prohibited. Bulk is defined as any amount of alcohol that is unreasonable for one person to consume in a single sitting. Examples of bulk alcohol include, but are not limited to, kegs and party balls.
- e) Distribution of alcohol to persons less than 21 years of age is prohibited.
- f) Manufacturing of any alcoholic beverage is prohibited.
- g) Possession, use, manufacture, sale, distribution, or consumption of illegal and/or dangerous drugs is prohibited.
- h) The inability to exercise care for one's own safety or the safety of others due to the influence of a controlled substance or alcohol consumption is considered a violation of policy.

2) Smoking:

Gorrill House is a non-smoking house. Smoking by Residents or their guests in or about the Residence is prohibited.

3) Misuse:

- a) Pets are prohibited.
- b) Vandalizing or damaging Residence facilities is prohibited. This includes, but is not limited to, misuse of individual or common area furnishings, posting of inappropriate or unauthorized signs and excessive messes in either common areas or private rooms.
- c) Use of sports equipment such as bicycles, skateboards, roller blades Frisbees, balls, and racket or paddle games is prohibited within the Residence.
- d) Possession or brandishing of weapons, firearms, or dangerous instruments, with or without a permit, inside or in the areas outside the Residence is prohibited.
- e) Dying of hair or clothing is prohibited on the premises

4) Flammables:

- a) Possession of explosives and flammable substances including firecrackers, flammable liquids such as lamp oil and gasoline, and chemicals that are toxic or explosive in nature is prohibited.
- b) Use of candles, incense, electric resistance heaters, hotplates, quartz halogen lamps or any other items that create fire danger as a result of high heat or open flames or smoldering is prohibited.

5) Fire Safety:

- a) Misuse or tampering with fire safety equipment, including, but not limited to, hanging anything from sprinkler heads, is prohibited.
- b) Failure to evacuate the building immediately upon the sound of an alarm or to follow specific evacuation and safety procedures is prohibited.

6) Guests:

- a) Failure to take immediate and appropriate action to prevent or to stop a violation by a guest is itself a violation of policy. (Note: *BLOCKING THE DRIVEWAY BY A RESIDENT OR GUEST IS A VIOLATION.*)
- b) Having overnight guests without the approval of your roommate(s) or long-term guests (more than 3 days within a 2-week period) is not permitted.
- c) Guests or Residents are not permitted to sleep in common areas.
- d) Persons who have been evicted from the Residence for any reason may not return as guests following eviction.
- e) Guests are not permitted to enter the Residence unaccompanied by a Resident host.
- f) Guests are not permitted to travel from one floor to another within the Residence unless accompanied by a Resident host

7) Noise and Disturbance:

- a) *Gorrill House is a Quiet Environment*, as defined by the University. Residents must adhere to the following *Quiet Hour* and *Courtesy Hour* schedules:

Time	Monday-Thursday	Friday	Saturday	Sunday
12:00 am - 1:00am	QUIET HOURS	QUIET HOURS	Courtesy Hours	Courtesy Hours
1:00 am - 8:00 am	QUIET HOURS	QUIET HOURS	QUIET HOURS	QUIET HOURS
8:00 am - 10:00 am	Courtesy Hours	Courtesy Hours	QUIET HOURS	QUIET HOURS
10:00 am - 11:00 pm	Courtesy Hours	Courtesy Hours	Courtesy Hours	Courtesy Hours
11:00 pm - 12:00 am	QUIET HOURS	Courtesy Hours	Courtesy Hours	QUIET HOURS

- b) During *Quiet Hours*, noise which can be heard outside of a room, or which could travel into another room is prohibited. During *Courtesy Hours*, noise which can be heard 10 feet outside of the room, or which interferes with, or has the potential for interfering with the ability of others to sleep or study is prohibited.
- c) Amplified sound or musical instruments that violate *Quiet* or *Courtesy Hours* is a violation
- d) Amplified sound in or into outdoor areas is prohibited.
- e) Windows and doors shall be kept closed if there is loud music or animated conversation that can be clearly heard outside.
- f) Use of common living areas for group gatherings of more than 25 persons (Residents included) requires written consent from the Owner. Under no circumstances may a group gathering exceed 50 persons (Residents included). Such violation will result in eviction and in the assessment of liquidated damages per paragraph 8. above for accelerated wear and tear.
- g) Use of the front porch or any other exterior space for gatherings is not permitted after 10 PM.
- h) Harassment and/or behavior that is disorderly, disruptive, lewd, abusive, or threatening is a violation.
- i) Participation in disturbances, which threaten the health and safety of yourself or others, is a violation.

11. FACILITIES REGULATIONS:

- a. Operation of any business in or around the Residence is prohibited.
- b. Unauthorized possession, duplication, or misuse of keys is a violation.
- c. Entering any private room or normally locked common area without the permission of the person responsible for that area is a violation of policy.
- d. Theft or the unauthorized use of Resident or Owner property, equipment or resources within the Residence is prohibited. Included are laundry, kitchen, and computer facilities and equipment.
- e. *Gorrill House* is fully furnished, including the kitchen and study (computer room). Furnishings may not be moved from room to room or removed from the bedrooms or common areas. Additional furnishings cannot be accommodated in the common living areas. Additional light fixtures, or bulbs other than those provided, are not allowed unless specifically permitted in writing by the owner.
- f. Residents shall not use any common area (i.e., laundry, bathrooms, kitchen, living and dining rooms, hallways, entries, porch, etc.) for storage of personal effects or furnishings, unless specifically invited to do so. The Owner will remove personal effects left overnight in common areas.
- g. Residents shall not use exterior porches or any portion of the building exterior for temporary or permanent storage. Residents shall not hang garments, towels or other items out the windows, over the railings or otherwise outside the building to dry or for other purposes.
- h. Unless specifically approved in advance by the Owner, posting inside the common areas of the house is limited to the bulletin board and white board in the kitchen. Announcements posted shall not allude to alcohol or drugs, or be obscene or libelous. Posting or solicitation in windows or on the exterior of the building is prohibited.
- i. Window blinds on the lower levels shall be kept closed after dusk when lights are on. Nothing may be placed on windowsills or pressed against the window shades that prevent them from fully operating or closing.
- j. Window screens may not be tampered with or removed.
- k. Use of the rear doors is for access to trash containers and emergency exiting only, not for use entering and leaving the Residence or for other use.
- l. The north side of the garage interior is for the exclusive use of the Owner. Residents may use the south side for bicycle storage only. Bicycles are not permitted in the living areas of the house, or locked to the porch or stair railings. Bicycles kept in the garage should be kept locked, as should the door between the garage and the Residence. The Owner will not be responsible for any theft from the garage or Residence for any reason.
- m. Motorcycles, mopeds, and other such motorized vehicles must not be parked or operated in or around the Residence.
- n. Parking for Residents or their guests is not available. UNDER NO CIRCUMSTANCE, OR FOR ANY LENGTH OF TIME, MAY A RESIDENT OR RESIDENT'S GUEST OR PARENT BLOCK THE DRIVEWAY.
- o. The garden, driveway, parking area and other exterior spaces are not included in the Residence. They are the Owner's premises and may be used only as permitted by the Owner (including temporary parking permitted as described above.) Cookouts will be permitted in designated areas at owners' discretion.
- p. Landscaping is the sole responsibility of the Owner. The Owner reserves the right to use his own best judgment to trim the plants surrounding the Residence as well as to place new plants in the garden. Garden furnishings and plantings are limited to those provided by the Owner unless written consent of the Owner provides otherwise.
- q. Residents shall not paint, paper, re-key or install locks, install lighting fixtures, change window coverings (i.e. shades and curtains), or otherwise make alterations to the Premises or its contents without first obtaining the written consent of the Owner. Pictures or other decorations may be hung on painted walls with tacks but not tape or other adhesives. Neither tape nor new tack or nail holes are permitted in wood doors & trim or wood paneled walls. Care must be taken to prevent water damage throughout the house; in particular, indoor plants and personal refrigerators must be placed in or over waterproof containers.

12. KITCHEN & DINING REGULATIONS:

- a. Individuals must clean up after themselves in the kitchen, pantry, and where they dine. Failure to do so is a violation.
- b. Removal to individual bedrooms of common use equipment, including, but not limited to, china, flatware, and cooking utensils, is not permitted.

13. UTILITIES:

- a. The Owner shall provide gas, electric, water, and refuse disposal services, as well as cable television service to the tv/vcr in the living room, and service to the data line at each student desk and in the common living areas. The owner cannot assume responsibility or liability for disruption of these services.
- b. The Owner shall provide and maintain in good working order the inside wiring for at least one usable telephone jack for each occupant of a bedroom. The Resident shall provide the telephone and telephone service and shall also be responsible for the wiring between the telephone and the telephone jack.
- c. If there is a problem with the telephone, cable, or data service, the Resident is required to notify the Owner to arrange for any necessary repair. If the Resident does not report such problem to the Owner and incurs a cost arranging a repair, the Owner shall not be liable for reimbursement to the Resident.

d. Deliberately wasting computer resources is prohibited. This includes sending or forwarding chain letters, unsolicited mail, etc. Consuming excess network bandwidth (more than 5 GB per week) may result in disconnection from the network.

e. Windows must be kept closed when the furnace is turned on and the door to the room is open and/or the heating register in the room is open. Leaving windows open without controlling heat loss is a violation.

14. ACCESS: The common living areas of Gorrill House are not the private premises of the Residents, individually or collectively. Residence personnel may enter the common living areas at their sole discretion. Residence personnel may enter a Resident's room for any reason allowed by law, and for the following reasons: cleaning, maintenance, and repairs; ensuring compliance with health and safety regulations; and in the event of an emergency, building evacuation, or abandonment of the room. In the Resident's absence, Residence personnel may enter the room to close windows or to silence noise that results in complaints from neighbors.

15. INSURANCE: The Owner does not provide insurance or financial protection, nor assume any responsibility or liability for any loss or damage or destruction to the Resident's private property, nor for articles left after vacating the premises. The Resident shall use all security measures provided by the Owner. The Owner shall not be held responsible or liable for Resident's accommodation if an assigned space is rendered uninhabitable due to circumstances beyond the reasonable control of the Owner, including acts of nature, e.g., fire, flood, earthquake, and unusual weather conditions. The Owner also reserves the right to make special room assignments to accommodate such conditions.

16. NONWAIVER: Any waiver or non-enforcement by the Owner of any term or condition of the Contract shall not constitute a waiver of any subsequent breach of the same or any other term or condition of the Contract. Acceptance by the Owner of any room fee payment after your breach of any provision of this Contract shall not be deemed waiver of such provision or any prior or subsequent breach of any provision, other than your failure to make timely payment of the room fee installment so accepted, whether or not the Owner knew of the prior breach at the time such room fee was accepted.

17. TRANSFER AND ASSIGNMENT: The Gorrill House Contract is not transferable, nor can it be assigned. The Resident may not lease or sublease any space assigned under this Contract.