

**University of California, San Diego  
International House Visiting Scholar in Residence Program (VSIRP)  
Rental Agreement**

Resident: \_\_\_\_\_  
                    First Name                      Last Name

UCSD Dept. / College \_\_\_\_\_

**DESIGNATED APARTMENT UNIT:** \_\_\_\_\_  
\_\_\_\_\_ Private one bedroom in a private apartment  
\_\_\_\_\_ Private bedroom in a shared apartment

**PERIOD OF RENTAL:**

Beginning date: \_\_\_\_\_ Ending date: \_\_\_\_\_

First month's rent and deposit due upon arrival.

**MONTHLY RENTAL FEE:** \_\_\_\_\_

**NOTICE:** Upon thirty days' (30) written notice, the University may raise or lower the rental rate, in its sole discretion.

**Deposit:** \_\_\_\_\_  
(Includes non-refundable cleaning fee \$60).

**CERTIFICATION BY RESIDENT:** I certify that the application submitted in connection with this Agreement is true and correct and that I have read and understand the terms and conditions of the following Agreement. I agree to abide by the terms and conditions set forth in the Agreement. I recognize that I am signing a legally binding contract, and I agree to pay all costs, including court costs, and fees, including reasonable attorney's fees incurred by the University if it should become necessary for the University to take formal action to collect money due from me under this Agreement, to enforce any of the terms and conditions of this Agreement, and/or any unlawful detainer action in which the University is the prevailing party.

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**DEPENDENT OCCUPANTS AND GUESTS:**

Guests are anyone living in a VSIRP unit for more than two weeks. All guests must be registered with the I-House office.

| Name     | Relationship to Resident |
|----------|--------------------------|
| 1. _____ |                          |
| 2. _____ |                          |
| 3. _____ |                          |

**EMERGENCY CONTACT INFORMATION**

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

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

by: \_\_\_\_\_

Dr. Henri F. Migala Director, International House  
University of California, San Diego  
9500 Gilman Drive, 0550  
La Jolla, CA 92093-0550

Or

Dr. Richard Madsen, Interim Provost  
Eleanor Roosevelt College  
University of California, San Diego  
9500 Gilman Drive, 0546  
La Jolla, CA 92093-0546

**1. ELIGIBILITY:** Eligibility to reside in the apartment is contingent upon the following:

- a. The Visiting Scholar in Residence who signs this Agreement ("Resident") must be accepted into and remain a member of the University's Visiting Scholar in Residence Program.
- b. The Resident shall participate actively in the International House community and contribute his/her time or skills to International House programs.
- c. The Resident must be officially affiliated in an academic capacity with a graduate, medical, or other instructional or research program of the University of California, San Diego (UCSD) at the graduate, post-doctoral, research, or faculty level.

Failure to meet any of the eligibility requirements above is grounds for forfeiture of this Agreement but does not act as a waiver of any sums due under the Agreement.

**2. PAYMENT OF RENT:** Payments are due in advance on the first day of each month without demand or billing to the I-House office. Payments are credited for the upcoming rental month. Checks are to be made payable to "UC Regents." For approved occupancy within any calendar month that is less than the complete calendar month, the rent due in advance for each day of occupancy shall be 1/30 of the total monthly rent.

Rent that is not received in the Central Cashier's Office by the agreed day of the month is subject to a late charge as liquidated damages. If the Resident fails to pay any part of the rent on the date due, or breaches any other term or condition of this Agreement, in addition to all other rights or remedies available to the University under California State law, the University shall have the right (1) to keep the Agreement in full force and effect and recover the rent as it becomes due, or (2) to terminate the Agreement and rent the premises to another.

**3. DEPOSIT:** The Resident shall pay a deposit equal to one-half of the Resident's first month of rent. This deposit is payable to the "UC Regents" at the time this Agreement is executed and returned to the International House Director's Office. If the Resident does not occupy the premises, the Resident will forfeit his or her security deposit. The Resident agrees that it would be impractical and extremely difficult to ascertain the amount of actual damages to the University in the event the Resident fails to take occupancy, and agrees that the forfeited amount is a liquidated damages charge, which is presumed to be the amount of the damage sustained by the University, and is not a penalty.

If the Resident takes occupancy of the premises, upon termination or expiration of this Agreement, the deposit is refundable to the Resident within three weeks after the Resident vacates the premises after deduction from the deposit of any amounts allowed by law, including such outstanding

financial obligations to the University as: unpaid rent; expense for repairs other than normal wear and tear; key replacement, expense for cleaning; and/or any other expense for fees or charges pursuant to this Agreement and/or deductions as allowed by law.

Residents shall notify the University in writing of the address to which any refund from the deposit is to be sent by the University.

**4. LIABILITY FOR DAMAGES:** The Resident is financially liable for any damages caused by the Resident or his or her guests to their apartment and building common spaces.

**5. LATE PAYMENT, RETURNED CHECK, CANCELLATION, TERMINATION CHARGES:** Any check that is returned to the University by the bank upon which they are drawn constitutes non-payment, and a returned check charge will be assessed, as well as a late payment charge. Each subsequent returned check will be subject to an additional returned check charge, and the amount of the check and the charges must be paid to the Cashier's Office by cash, cashier's check, or money order.

If the University is obliged to make a written demand for the amount by certified mail, the Resident will be liable to the University, pursuant to Civil Code Section 1719, for damages at three times the amount of the check, but in no case less than \$100 and in no case more than \$1500, plus costs of making the written demand for payment and the amount owing upon the check, plus returned check charges, or for such additional amounts as may be later allowed by law.

**6. ROOM KEY LOSS:** University keys may not be duplicated. In the event of lost, misplaced, or stolen keys, the lock will be changed at a charge of \$154.

**7. LIQUIDATED DAMAGE CHARGES:** It is understood and agreed that it would be impractical and extremely difficult to ascertain the amount of actual damages the University might sustain by reason of, for example, a late payment, lost key, returned check, cancellation of contract, termination in breach of this Agreement or if the Resident does not move into the Unit on the specified occupancy date. Therefore, whenever this contract refers to any specific charges named in this agreement, the sum is expressly agreed upon as a liquidated damage amount for this purpose, which is presumed to be the amount of damage sustained by the University, and is not intended by either party to be a penalty.

**8. OCCUPANCY:** The Resident shall use the premises solely as a private residence. By prior arrangement with the University, the Unit may be shared with either (1) another eligible UCSD-affiliated Visiting Scholar in Residence who has executed a contract identical to this contract or (2) with member(s) of the Resident's own household. A Resident cannot assign or transfer this Agreement or sublet the Unit

Without prior written permission from the Director of International House. Any change in status of affiliation with the University of California, San Diego must be reported promptly in writing to the Director of International House. Eligibility for International House residency as part of the Visiting Scholar in Residence Program may be affected by status change and/or failure to notify the Director of such a change.

**9. MULTIPLE RESIDENTS:** If two eligible Visiting Scholars in Residence agree to share an apartment, they shall execute individual rental Agreements and shall be liable for paying any rent or other amounts owed to the University under the terms of this Agreement.

If there is more than one contracted Resident:

- a. Any notice to be given by the University to Residents pursuant to this Agreement may be given to any Resident in a Unit.
- b. Each Resident shall remain bound to all the terms and conditions of this Agreement until it is terminated or until the University in writing releases the Resident.
- c. The University reserves the right to terminate without cause the tenancy of any or all Residents upon thirty (30) days' written notice.
- d. The Resident may not arrange for the rental of the premises to another Visiting Scholar in Residence, either as a replacement tenant or as a co-resident in the premises. All rental agreements for the premises must be between the University and the Visiting Scholar in Residence.

If one eligible Visiting Scholar vacates a double occupancy apartment, the International House Director reserves the right to rent the remaining room to another Visiting Scholar according to the eligibility criteria.

**10. FAMILY MEMBERS AS DEPENDENT OCCUPANTS:** If a Resident lives in a single occupancy apartment, a Resident may share his/her living Unit with member(s) of his/her immediate household (limited to domestic partners and up to 2 minor, dependent children). All dependent family members must be included on the Rental Agreement. If a family member wishes to move in to the Resident's Unit after the contract has been signed, prior written agreement from the I-House Director is required and a revised contract must be signed. Proof of family status may be required.

**11. GUEST POLICY:** Residents' overnight guests are welcome under limited circumstances. One overnight guest may stay in the Resident's bedroom at the invitation of the Resident. The Resident must register the guest on the first day of stay with the I-House Director. The maximum stay for guests is seven nights within any thirty-day period. The thirty-day period begins from the first day the guest is registered. One seven-day period may not be consecutive with another seven-day period. These limits apply both to the Resident and the guest. In no event shall one individual be permitted to be a guest at I-House

for more than the seven days in any thirty-day period.

Residents are responsible for the conduct of their guests and for ensuring that their guests abide by the rules and regulations of I-House. Under no circumstances may a guest stay in a Resident's Unit in the Resident's absence.

**12. UTILITIES AND AMENITIES:** Gas, water, sewer, trash, and electricity including outside lighting and common facilities are included in the rent. Active jacks for an Ethernet connection and a closed campus circuit cable service are also included.

**13. KEYS:** Unit and bedroom keys are issued to Residents upon move-in. Unit and bedroom keys are not to be duplicated. It is a violation of University policy to duplicate University keys, and violators will be subject to disciplinary action. Residents are not permitted to install additional locks or dead-bolts.

**14. EXTENSION OF AGREEMENT:** A Resident may apply to the Director of International House to extend his/her Rental Agreement beyond its original ending date. Subject to the needs of the Visiting Scholar in Residence Program and the availability of space in the rental units, the Director of International House may negotiate a supplemental rental period. All terms and conditions in the original Agreement would apply during such an extension.

**15. TERMINATION OF AGREEMENT BY THE UNIVERSITY:** The University may terminate this contract without cause upon thirty (30) days' written notice. The University may serve the Resident with a 3-Day Notice to Pay Rent or Quit, Notice to Perform Covenant or Quit, or Notice to Quit, whichever is appropriate.

**16. TERMINATION OF AGREEMENT BY RESIDENT:** The Resident may not terminate this Agreement prior to the expiration of the fixed term. If the Resident experiences extenuating circumstances and wishes to terminate this Agreement prior to the expiration of the fixed term, he/she must submit a request to the International House Director, who shall determine at his/her sole discretion whether to approve an early termination. If the Director approves such termination, the Resident shall be assessed a liquidated damages charge, and shall be liable for all rent until the end of the fixed term unless the University signs a rental agreement with a replacement tenant acceptable to the University. Requests for approval of an early termination of this Agreement must be submitted at least 30 days prior to the Resident's proposed date of termination.

**17. VACATING THE PREMISES:** The Resident shall vacate the Unit immediately upon termination of this Agreement either by expiration of the fixed term, by notice from the University, or on a date earlier than the fixed term if and as approved by the International House Director. The Resident shall return the Unit in the same condition in which it was received, other than normal wear and tear as determined by the University, and must complete the established Unit check-out procedures through the Director of International House Office. Vacating the Unit without completing the established Unit check-out

procedures shall result in the Resident's being charged triple rent until the required Check-out procedure is completed. The Resident agrees to vacate the Unit on or before midnight on the last day to which s/he is entitled to possession of the Unit. If the Resident does not vacate the Unit on said date, the Resident shall owe the University an amount that is triple the amount of rent as liquidated damages. If the Resident experiences extenuating circumstances and wishes to stay past midnight on the last day, he/she must submit a request to the International House Director, who shall determine at his/her sole discretion whether to approve an extension.

**18. ABANDONMENT:** If the University determines the premises have been abandoned, it may dispose of any property remaining on the premises as allowed by law, and Residents shall be liable for any costs incurred by the University in disposing of such property, including, but not limited to, storage costs. Abandonment does not relieve the Resident of the obligation to pay rent.

**19. PERSONAL PROPERTY:** The University and its employees and agents assume no responsibility for the loss, theft, damage or destruction of Residents' personal property kept in the Unit or in any location on the premises from any cause whatsoever. The University strongly recommends that Residents maintain personal property insurance on their belongings. The Resident agrees that personal property left in the Unit or on the property after the expiration or termination of the Agreement shall be disposed in accordance with Civil Code Section 2080.8.

**20. UNIVERSITY ACCESS TO THE UNIT:** The Resident agrees to permit the University to enter the Unit for inspection purposes, and for any reason allowed by law, including the following:

- a. In case of emergency;
- b. To make necessary or agreed repairs, inspections, alterations, or improvements or to supply services required to maintain the building;
- c. When Resident has abandoned or surrendered the Unit;
- d. To show the Unit to prospective Residents; or
- e. Pursuant to a Court Order.

Except in cases of emergency, the University will give Residents twenty-four (24) hours written notice of planned entry.

**21. COMPLIANCE WITH UNIVERSITY RULES:** Residents are required to abide by all University policies and rules applying to campus activities, organizations, students, alcohol, smoking, and firearms, which are incorporated herein by reference. The Resident understands that the University may take appropriate action, including termination of this Agreement, for conduct which is found by the University to be in violation of any such rules, including but not limited to, policies noted in the Eleanor Roosevelt College and International House Handbook, which is incorporated herein by reference, or conduct which is otherwise detrimental to the welfare of Residents, employees, or the physical property of the University.

**22. COMMUNITY RESPONSIBILITY:** International House is a living-learning community in which all Residents are required to respect the rights of their neighbors and to conduct themselves

in a manner conducive to a harmonious living environment. The University may terminate this contract if a Resident demonstrates an inability to adhere to such standards for group living.

**23. CONDUCT OF RESIDENTS, OCCUPANTS, AND**

**GUESTS:** The Resident agrees to abide by all University rules now in effect or put into effect from time to time and hereby acknowledges the receipt of a copy of the Eleanor Roosevelt College and International House Residence Life Handbook, which is incorporated herein by reference. Any amendment of University rules shall be effective ten days after posting in any central area of the premises or delivery to the premises rented by the Resident. However, any University rule concerning safety or the safety of others or the use of recreational facilities shall be effective immediately without notice.

The Resident agrees to be financially liable for the actions of their minor, dependent children or minor's guest and for supervision of them, so as to prevent harm to them or to other minors or damage to property. Residents are responsible for the activities of their guests and all guests should be accompanied by a responsible Resident.

Residents shall not permit the premises or common areas to become unclean or disorderly; annoy, harass, endanger, or inconvenience any other Residents; litter the premises; create a nuisance; disturb the peace or solitude of any other Residents; and neither conduct any activity on or near the premises that is in violation of any ordinance, statute, or regulation of any government agency having jurisdiction nor permit such acts to occur.

Loud and excessive noise is an invasion of privacy as it affects other Residents in the community. Every Resident is entitled to a proper atmosphere conducive to sleep or study. Quiet hours are in effect after 11:00 pm Sunday through Thursday and after 1:00 am on Friday and Saturday. This does not mean that all noise levels are acceptable before these posted quiet hours. "Courtesy Hours" should be observed at all times of the day or night, with all Residents being considerate of the effect their noise may have on their neighbors. The rights of the other members of the community should always be taken into consideration, with the right to sleep and study taking precedence at all times.

**24. COMMERCIAL ACTIVITIES RESTRICTION:** No commercial business of any kind including e-business may be conducted in or operated on the premises or within housing facilities. This includes using a campus phone line or mailbox for business purposes. Soliciting to sell in the residential facilities is prohibited. Residents encountering a salesperson or solicitors are asked to contact a staff member or campus security officer immediately.

**25. APPLIANCE RESTRICTION:** Air conditioners are prohibited. All small electrical appliances must be U.L. approved and suitable for the electrical capacity of the Unit.

**26. PETS AND ANIMALS RESTRICTION:** Pets and animals are prohibited at all times, except fish in aquariums not exceeding 30-gallon capacity. Breach of this provision will result in an administrative charge plus fumigation and any appropriate cleaning or repair charges. Breach of this provision may also result in termination of this Agreement by the University.

**27. WATER BED RESTRICTION:** No waterbed or similar water filled devices may be placed in or about the premises without prior written consent of the University Housing Department. If such consent is granted by the University, Residents must comply with Civil Code Section 1940.5 which requires that the waterbed or device must be fully lined, installed, maintained and removed according to manufacturer recommendations. In such cases, Residents agrees to deposit with the University proof of adequate insurance naming the University as a co-insured.

**28. ANTENNAS or SATELLITE DISHES:** Residents must complete a Satellite Dish Installation and Registration Agreement prior to installing an antenna or satellite dish. The University will remove non-approved antennas or satellite dishes, and removal costs will be billed to the Resident.

**29. PARKING:** Individuals are responsible for purchasing appropriate parking permits for themselves and their guests from University Transportation and Parking Services and abiding by all campus parking regulations.

**30. TELEPHONES:** Pursuant to Civil Code section 1941.4, the University is responsible for installing one usable telephone jack and for maintaining the inside telephone wiring in good working order in housing units. The Resident remains responsible for the telephone and any wiring between the telephone and the telephone jack. If there is a problem with telephone service, the Resident must first determine that the problem is not in the telephone or the wiring running to the telephone jack. Once it is determined the problem is not in either the telephone or such wiring, the Residents is required to notify the University and then arrange for any necessary repair of the telephone jack or inside wiring. If the Residents does not report such problems to the University or does not acquire prior approval from the University and incurs a cost arranging a repair, the University shall not be liable for reimbursement to the Resident for costs incurred for said repair.

**31. FIRE DETECTION & SAFETY EQUIPMENT:** The Unit is supplied with a smoke detection device and fire safety equipment in proper working order. It shall be the Resident's responsibility to test the detector regularly. The Resident agrees to inform the University immediately in writing of any defect, malfunction or failure of the detector. It is a criminal offense to disconnect or otherwise impair the function of this device. Tampering with fire detection or safety equipment will be subject to disciplinary action as well as termination of this Agreement.

**32. CONDITION OF PREMISES:** Units to be rented will be in good repair and in clean and sanitary condition pursuant to the

UCSD, International House VSIRP Rental Agreement, Pg. 5 of 6 standard set forth in Section 1941.1 of the California Civil Code. The Resident agrees, as part of a consideration of the rental, to maintain the Unit, including all fixtures, furnishings, accessories, and appliances therein, in good, clean, sanitary, and safe condition throughout the term of this Agreement, and upon vacating the Unit, to return it to the University in the same condition in which it was rented, including walls and carpet, exclusive of reasonable wear and tear.

Resident will inspect the Unit upon move-in and note any observed defects and damage. Defects or damage not reported on the Move-In Checklist when Resident takes possession of the Unit and found later upon inspection at move-out shall be the responsibility of the Resident, as stipulated on the UCSD Housing Services Move-In and Move-Out Inspection Checklist.

If damages occur during the Resident's occupancy, and it is determined that the damages are caused by the Resident, charges will be assessed to the Resident's housing account and are due and payable upon notification of assessment. Charges that have not been paid within the grace period following the date of notification will be subject to a late payment fee, which is a liquidated damages charge, unless written permission for late payment has been obtained from the Director of International House. Residents will be liable for the cost of repairs necessary during or after residency to restore the Unit to its condition at the beginning of the rental, and all costs incurred in connection therewith shall constitute additional charges due to the University from the Resident.

**33. ALTERATION, MAINTENANCE AND REPAIRS:**

Residents shall not install improvements, including improvements that require the use of drilling or bolts, screws or fastening devices on walls, ceiling or woodwork; or alter, repaint or redecorate the Unit. This includes bookshelves, bike racks, shelving, and brackets. Posters, pictures or artwork may be placed on the walls using poster putty, removable tape or removable fasteners, as long as no significant damage is caused upon removal.

Residents shall promptly notify the University of any items requiring repair, including, but not limited to: faucets, light switches, disposal, appliances, toilets, structural components, and leaks which could cause damage to the premises if not corrected. Notification to the University should be immediate in an emergency situation. Cost of repair and clearance of stoppages in waste pipes, drains, water pipes, or plumbing fixtures caused by Resident's negligence or improper usage are the responsibility of the Resident, and the Resident will be billed accordingly. Residents may not perform or arrange for others to perform any repairs to damages or any corrections of deficiencies in the premises whether during their tenancy or upon the termination of the tenancy and the Resident hereby waives any right Resident may have to make such repairs or corrections. The foregoing shall not limit a Resident's right to request that the University repair damage, correct deficiencies, or otherwise service the premises during the tenancy.

**34. MOLD NOTIFICATION:** Mold occurs naturally in the environment, and there currently exist no Federal or State

standards for permissible levels of molds. The Resident is required to take steps to control growth of mold and mildew by keeping the premises clean and well-ventilated, particularly when showering, bathing, or washing dishes or clothes. The Resident is required to notify the University promptly about the existence of moisture, water leakage, or overflow in or about the premises.

**35. DISTURBANCES FROM CONSTRUCTION AND RENOVATION:**

Construction and/or remodeling or repair of academic and residential buildings on the campus in the vicinity of the apartments may occur from time to time.

Construction is expected to occur during normal day time working hours, but may result in disturbances and disruptions, including, but not limited to, increased in noise and dust in the area, and there may be both planned and unplanned utility shutdowns in the apartments. By signing this Agreement, the Resident agrees that s/he has been advised of such potential disturbances and temporary inconvenience and has agreed to tolerate them.

**37. CIVIL CODE 2079.10 NOTICE:** The California Department of Justice, sheriff's departments and police departments serving jurisdictions of 200,000 or more, and many other law enforcement authorities maintain for public access a data base of the location 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. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

**38. MISSING PERSON NOTIFICATION POLICY:**

Residents residing in the Units have the option to identify individuals to be contacted by the University in the event the Resident is reported missing. The confidential contact information will be accessible only to authorized campus officials, and may not be disclosed except to law enforcement personnel in furtherance of a missing person investigation. If you would like to designate a confidential contact visit the International House Office.

**39. INDEMNIFICATION AND ATTORNEY'S FEES:**

Resident agrees to indemnify and hold the University harmless from any actions/claims, losses, damages, and expenses the University may sustain as a result of negligence of Resident and/or Resident's guest or invitee. The Resident agrees to pay all costs, including court costs and fees, and reasonable attorney's fees incurred by the University in the collection of any money due under this Contract, and/or the enforcement of any of the terms and conditions of this Contract, and/or any unlawful detainer action in which the University is the prevailing party.

**40. WAIVER:** Any waiver or non-enforcement by the University of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement. Furthermore, the acceptance by the University of any rental payment after breach of any provision of this Agreement by the Resident shall not be deemed a waiver of such provision or any prior or subsequent provision, other than the Resident's failure to make timely payment of the rental installment so accepted, whether or not the University knew of the prior breach at the time the rental payment rent was accepted.

**41. MISREPRESENTATION:** Any false statements made on this Agreement or in connection with it will result in immediate termination of the Agreement.

**42. UNENFORCEABLE TERMS OR CONDITIONS:** If any provision of this Agreement shall be held by a court of competent jurisdiction to be void or unenforceable, the balance of the Agreement shall nevertheless be carried into effect.

**43. AMENDMENTS (SUPPLEMENTS):** By providing thirty (30) days written notice to the Resident of the University's intent, this Agreement may be amended, modified, and/or supplemented. Any purported oral amendment, modification, or supplement shall be void.

**44. NOTICES TO UNIVERSITY:** The Director of UCSD International House, and/or the Provost of Eleanor Roosevelt College is authorized to act for the Regents of the University of California for the purpose of receiving and processing notices and demands under this Agreement.