

Housing Contract

The Tellefsen Hall Association, Inc.

1755 Le Roy Avenue, Berkeley, CA 94709-1156 510-849-0280

House Member's Name: _____ ("House Member")

Home/Summer Address: _____ City: _____

State: _____ Zip Code: _____ Home phone: (_____) _____

E-mail: _____ Mobile phone (_____) _____

1. **Identification of Association and House Member.** This Agreement ("Agreement") is made and entered into _____, 2011, between House Member, _____ ("House Member's Guarantor"), and The Tellefsen Hall Association, Inc. ("Association").
2. **Housing Provided.** Association shall provide the House Member space in a bedroom at Tellefsen Hall furnished with a bed, chair, desk, dresser, and closet. Tellefsen Hall is located at 1755 Le Roy Avenue in Berkeley, California (the "Premises"). Association does not guarantee any specific room or roommates and reserves the right to reassign the House Member to a different room than originally assigned if the need arises.
3. **Meals Provided.** Association shall provide meals to House Members from August 18, 2011 to December 16, 2011 and from January 17, 2012 to May 11, 2012, excluding the following periods:
 - a. Thanksgiving Weekend (November 24, 2011 through November 27, 2011)
 - b. Spring Break (March 25, 2012 through April 1, 2012)

Tellefsen Hall will provide 20 meals per week. Five (5) lunches and six (6) dinners will be furnished each week. These 11 meals are generally prepared and eaten on the Premises. In addition to these meals, House Member will be supplied with two (2) meal vouchers per week valued at seven dollars each to use at participating restaurants when food service is not otherwise offered. Self-service breakfast is offered seven days a week in the form of cold breakfast foods such as cereal, fruit, yogurt, milk, and fruit juice. These foods are also usually available anytime outside of normal meal hours. Other prepared meals, such as Saturday brunch or special barbecues, may also be provided on occasion. Notwithstanding the foregoing, the Association will not provide meals to House Member during activities that involve all House Members or the full membership of the University of California Marching Band ("Band").

4. **Limits on Use and Occupancy.** The Premises are to be used only as a private residence for House Member and other House Members and for no other purpose without Association's prior written consent. All House Members must be enrolled as regular or extension students at the Berkeley campus of the University of California ("University") and must also be members of the Band. Exceptionally heavy personal belongings, such as waterbeds and other items in excess of 30 pounds per square foot of floor area, are prohibited on all floors except the basement. Association supplied bedroom furnishings and all personal belongings, except bicycles, are to be housed within the owner's bedroom unless other arrangements have been made with the Association. Bicycles may be parked in designated basement storage areas. Overnight occupancy of common areas by a guest is prohibited without Association's written consent. Occasional overnight occupancy of a bedroom by a guest is permissible with the concurrence of all roommates.
5. **Term of the Tenancy.** The term of the rental shall begin on August 18, 2011, and shall expire on May 11, 2012 ("Academic Year"). House Member agrees that for the Academic Year he/she expects to live at the Premises, remain enrolled in the University, and retain membership in the Band. Under reasonably unforeseeable circumstances, House Member may request cancellation of this Contract by informing the Association in writing on the Association's Contract Cancellation Form of his/her desire to do so. However, the House Member requesting cancellation shall continue to be liable for room and board fees, whether occupying the Premises or not, until a replacement, suitable to the Association, signs the same Contract Cancellation Form agreeing to be the replacement and submits a properly signed and guaranteed contract, security deposit, and first rent installment payment for the remaining Academic Year.
6. **Automatic cancellation:** If, at the beginning of the Academic Year, the Band denies membership to the House Member, this Contract is automatically canceled as long as the Member actively participated in all required rehearsals, did not constructively terminate his relationship with the Band, and did not voluntarily withdraw from the Band. All Fees, Security Deposits, and/or Social Dues that have been paid will be refunded within one (1) week of the Band's decision.

7. **Amount and Schedule for the Payment of Rent.** House Member shall pay to Association a security deposit as well as rent, which is comprised of 1) social dues and 2) fees for room and board.

Security Deposit: \$500.00 (See Article 12, below)

Social Dues: \$180.00

Half of the Social Dues Fee are due and payable on August 18, 2011. The remainder of the Social Dues are due and payable on January 17, 2012. Social Dues are subject to increase of not more than 10% by a majority vote of House Members. Checks for Social Dues should be made payable to Tellefsen Hall Social Fund and shall be delivered to the House President.

Fees for Room and Board: \$10,150.00 - \$10,400.00 depending on the option chosen

Checks for Room and Board should be made payable to Tellefsen Hall Association. Payment shall be delivered to the House Manager by 8:00 p.m. on the due dates listed below. House Member may select one of three payment options:

Option 1 – \$10,150.00 due and payable on August 18, 2011.

Option 2 – \$5,150.00 due and payable on August 18, 2011 and \$5,150.00 due and payable on January 17, 2012.

Option 3 – \$10,400.00 to be paid in installments as follows:

\$1,350.00 due and payable on August 18, 2011

\$1,350.00 due and payable on September 15, 2011

\$1,350.00 due and payable on October 15, 2011

\$1,350.00 due and payable on November 15, 2011

\$1,350.00 due and payable on January 17, 2012

\$1,350.00 due and payable on February 15, 2012

\$1,350.00 due and payable on March 15, 2012

\$950.00 due and payable on April 15, 2012

Option Selected: _____

We may offer some flexibility on the above dates for those House Members selecting Option 1 or Option 2 if they are waiting for their financial aid to fund. Any flexibility on these dates must be approved in advance with the House Manager in writing. In no event shall such flexibility extend more than 30 days past the due date of the payment.

8. **Late Charges.** House Member shall pay Association a late charge of \$5 per day for every day a payment or portion of a payment is late up to a maximum of \$50 per payment ("Late Charge").
9. **Interest.** If House Member fails to pay a rent installment in full within 10 days after the date it is due, House Member shall also pay Association (in addition to the Late Charge) simple interest on the outstanding balance at the rate of 1% per month, calculated from the applicable due date listed in Article 7 ("Interest"). Notwithstanding Articles 8 and 9, the Association may terminate this Agreement for non-payment of rent owed at any time after a payment or portion of payment is not timely made.
10. **Returned Check and Other Bank Charges.** In the event any check offered by House Member to Association in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, House Member shall pay Association a returned check charge in the amount of \$25 ("Bank Charges"), plus any Late Charge and Interest.
11. **Returning House Member Rebate.** Any returning House Member who has lived at Tellefsen Hall in previous years will be eligible to receive a rebate. The rebate will be made as follows, assuming the House Member continues to live at Tellefsen Hall for the Spring 2012 semester and is current on rent and any other Association charges. If a House Member owes such charges then they will be offset against the rebate:

For second year in Tellefsen Hall – \$300 cash rebate. Payment by check will be made on or before February 1, 2012.

For third year in Tellefsen Hall - \$600 rebate. Payment by check will be made on or before February 1, 2012.

For fourth year in Tellefsen Hall - \$900 rebate. Payment by check will be made on or before February 1, 2012.

A House Member who did not live at Tellefsen Hall for the 2010 Fall semester but did live at Tellefsen Hall for the 2011 Spring semester is eligible for these rebates. A House Member who leaves at the end of the 2011 Fall semester, even if he/she finds a suitable replacement, will not be eligible for these rebates.

12. **Amount and Payment of Deposits.** On signing this Agreement, House Member shall pay to Association the sum of \$500 as a security deposit. House Member may not, without Association's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within three weeks after House Member has vacated the Premises, Association shall furnish House Member with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Association, along with a check for any deposit balance. Under Section 1950.5 of the California Civil Code, Association may withhold only that portion of House Member's security deposit necessary to: (1) remedy any default by House Member in the payment of rent; (2) repair damages to the Premises exclusive of ordinary wear and tear; and (3) clean the Premises if necessary. Association shall not pay House Member interest on security deposits.
13. **Prohibition of Assignment and Subletting.** House Member shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Association.
14. **Condition of the Premises.** House Member agrees to (1) keep the Premises clean, sanitary, and in good repair; (2) return the Premises to Association upon termination of the tenancy in a condition identical to that which existed when House Member took occupancy, except for ordinary wear and tear; (3) immediately notify Association of any defects or dangerous conditions in and about the Premises of which he/she becomes aware; and (4) reimburse Association, on demand by Association, for the cost of any repairs to the Premises damaged by House Member or House Member's guests or invitees through misuse or neglect.
15. **Possession of the Premises.** If, after signing this Agreement, House Member fails to take possession, House Member shall still be responsible for paying rent and complying with all other terms of this Agreement. In the event Association is unable to deliver possession to House Member for any reason not within Association's control, including, but not limited to, failure of prior occupants to vacate or partial or complete destruction of the Premises, House Member shall have the right to terminate this Agreement. In such event, Association's liability to House Member shall be limited to the return of all sums previously paid by House Member to Association.
16. **Pets.** No animal of any kind shall be kept on the Premises without Association's prior written consent, except properly trained dogs needed by blind, deaf or physically disabled persons.
17. **Utilities.** Association shall furnish utilities to House Members. Telephone and cable television shall not be provided by the Association. However, House Members may obtain these services by contracting directly with appropriate service providers. Each bedroom is equipped with one RJ-45 computer data network jack and there is wireless service throughout the House. Association provides a big screen satellite television in the basement for the collective use of House Members. House Member agrees to use only reasonable amounts of utilities such as water and electrical energy and to minimize the opening of exterior doors and windows during the heating season.
18. **Data Network.** House Members may use the data network, including the data network jacks in bedrooms and common areas, at their own risk. House Member agrees to be liable for loss or damage incurred as a result of House Member's use of the data network and any loss or damage caused to others by House Member's use or abuse of the data network. Association provided wired networking equipment operates at 100 megabits/second. The Association provides internet access via DSL. Firewall service is not provided. Association shall not be responsible for temporary DSL service interruptions that are beyond its control. By connecting to the data network, House Member agrees to the following additional terms:
 - a. Because the network is not immune to attack by hackers, House Member agrees to comply with network security measures adopted by the network administrator assistant manager, subject to revision by a majority vote of the House Membership or its elected House Council.
 - b. The DSL service is shared among all House Members. Accordingly, House Member agrees not to overburden the network with heavy data transmissions during peak usage periods. House Member agrees never to host an Internet web site on his/her computer while it is connected to the data network.
 - c. House Member will respect the privacy of other data network users and will not attempt to access the computers or printers of others without the owner's permission. House Member agrees not to use the data network for any unlawful purpose, including but not limited to hacking into other systems and stealing passwords.
 - d. If more than one computer is to be connected to a data network jack, a member furnished Ethernet hub may be used. House Member agrees to disconnect personally owned computer equipment that interferes with or disrupts proper network operation.

- e. Data network jacks in common areas are for temporary use and shall not be monopolized by a single user for a prolonged time unless an Ethernet hub is provided for others to use.
 - f. House Member shall not make any data storage device connected to the network publicly accessible, regardless of whether a password is required for access, if any file on the device contains pornographic, slanderous, or other material that could be construed as derogatory, discriminatory, hateful, or offensive to members of a particular ethnicity, religion, sexual orientation, or gender.
19. **Internet Web Site Privacy.** House Member agrees to maintain the confidentiality of the password that allows access to the members only portion of the Tellefsen Hall web site (www.tellefsenhall.org) and any other Internet forums limited to the House Members and/or the Association's Board of Directors ("Board"). House Member also agrees not to divulge the electronic mail address of any House or Board Member without the individual's consent.
20. **Waiver.** No waiver of a breach, failure of a condition, or any right or remedy contained in or granted by this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
21. **Modification of Contract.** This Agreement may only be modified by a written agreement signed by the House Member and the President of the Board. The Agreement cannot be modified orally.
22. **Prohibitions Against Violating Laws and Causing Disturbances.** House Members and their guests or invitees shall not use the Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including but not limited to laws prohibiting the use, possession or sale of alcohol or of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.
23. **Rules.** House Member agrees to abide by all rules and regulations of the Association, Band, and University. The Association's rules, subject to periodic modification, are as follows:
- a. Possession or use of weapons including rifles, shotguns, handguns, and knives with blades longer than 3" is prohibited. Persons trained and qualified to use pepper spray for personal defense purposes may possess one canister; however, it shall remain under the control of the owner at all times and shall not be left in plain view.
 - b. Sexual harassment is not tolerated and any occurrence shall be reported to the House Manager immediately.
 - c. Smoking is strictly prohibited inside and around the House. Smoking is permitted only on the concrete patio (basketball court) and in the parking lot. Butts, matches, and ashes shall not be left on the ground and shall be disposed of in the trash after first being quenched in water.
 - d. Disposal of rubbish, chemicals, or human waste on the grounds or in the creek is prohibited.
 - e. Young children under the control of House Members or their guests shall not be left unattended on the Premises. Children shall not climb on deck or bridge railings, enter the creek, play in the parking lot, or run on stairways.
 - f. House Members shall dispose of recyclable materials, such as cans, bottles, newspaper, white paper, mixed paper, and some plastics, in the bins provided instead of dumping them into the trash dumpster.
 - g. House Members shall not infringe on the reasonable privacy of others. Barriers in coeducational facilities shall not be compromised.
 - h. House Members shall be courteous and respectful of others and shall actively assist in the maintenance and cleanliness of the House. House Members shall promptly return dirty dishes, glasses, and utensils to the kitchen for cleaning.
 - i. House Members are responsible for maintaining the security of the House. Doors, latches, dead-bolts, window locks, door alarms, and other security devices shall not be disabled or used incorrectly. Exterior doors shall not be left open or ajar. House Member shall verify that exterior doors fully close and latch each time when opened for passage. All unescorted and unfamiliar persons found on House property shall be challenged or immediately reported to the House Manager or police.
 - j. House Members are responsible for knowing the location of fire exits, escape routes, and fire fighting equipment. House Members shall not block or tamper with fire sprinklers, alarms, smoke detectors, extinguishers, hose racks, or fire doors. Access to emergency exits shall not be obstructed. House Members shall participate in fire drills when present on the Premises. Fire sprinkler heads shall not be painted and nothing shall be hung from or attached to fire sprinkler piping. Fire sprinkler heads contain friable glass bulbs that easily shatter upon impact.

House Member horseplay or other negligence around fire sprinkler heads often initiates discharge that results in widespread and costly water damage in a short time. House Members shall test their bedroom smoke detector monthly and promptly report failures to the House Manager. House occupants shall use the fire escape exits on the east and west sides of the Premises only in the case of an emergency. Fire escape doors are to be left closed at all times and are not to be used as auxiliary entrances.

- k. House Members shall not store or handle personally owned or controlled hazardous materials on the Premises including but not limited to gasoline, explosives, radioactive materials, compressed gas cylinders (other than those medically necessary), or any substance with a National Fire Protection Association flammability, reactivity, or health hazard rating of 4 or more.
 - l. House Members shall not bring hazardous waste from off site onto the Premises. House Members shall properly and promptly dispose of any hazardous waste generated on the Premises in accordance with all Federal, State, and Local laws and regulations.
 - m. To maintain a safe and sanitary environment, persons in the kitchen and food handling areas must follow all rules and instructions given by the House chef.
 - n. House Members shall not operate equipment or switches tagged "Out of Service." Any equipment, appliance, outlet, or structural element of the House found in an unsafe condition shall be immediately reported to the House Manager. The use of kitchen equipment, power tools, hand tools, or other potentially dangerous House equipment is prohibited except by permission of the House Manager.
 - o. Personally owned space heaters, refrigerators (other than small units rated less than 125 watts) or other high current electrical equipment are not permitted. Lights and computer equipment shall be turned off or placed in a low power standby state when not actively in use.
 - p. The parking lot may be used by House Members and their guests at their own risk. There are sharp drops near retaining walls and vehicles with low ground clearance may bottom out on the driveway apron. The lot may become muddy after rain. Clearances between adjacent vehicles are generally small so drivers must use extreme caution and low speeds when maneuvering. Association does not guarantee the availability of a parking space. Association shall not be liable for theft or damage to vehicles, regardless of cause. Persons using the parking lot agree to abide by parking rules adopted by a majority vote of the House Membership and shall not park in the space(s) reserved for the chef or other employees.
 - q. House Members shall maintain the Premises in a sanitary condition consistent with local health codes.
 - r. House Members shall not burn candles, incense, or other materials that generate smoke at the Premises.
24. **House Jobs.** The House Member shall perform one weekly chore as assigned by Association. A chore generally takes no more than thirty (30) minutes per week to complete. House Member shall also participate in one 4-hour work session each semester as assigned by the Association.
25. **Repairs and Alterations.** House Member shall not, without Association's prior written consent, alter, re-key or install any locks to the Premises or install or alter any burglar or fire alarm system. House Members shall not add, remove, or modify any building electrical, plumbing, mechanical, architectural, or structural components or systems. House Member, at his/her own expense, may install a cable television jack and associated wiring to a room without one, provided that the House Manager approves the materials and proposed wiring path. House Member may repaint bedroom wall, ceiling, fire sprinkler piping (not heads), window trim, and/or closet surfaces; however, Association reserves the right to require that altered surfaces be returned to their original colors at the end of the tenancy. Vinyl window frames shall not be painted. All permanent room improvements installed at tenant expense, such as carpeting and cable television jacks, shall become the property of the Association without further compensation.
26. **Damage to the Premises.** In the event the Premises are partially or totally damaged or destroyed by fire or other cause, the following shall apply:
- a. Association shall have the option to: (1) repair such damage and restore the Premises, with this Agreement continuing in full force and effect, except that House Member's rent shall be abated while repairs are being made; or (2) give written notice to House Member terminating this Agreement at any time within thirty (30) days after such damage, and specifying the termination date; in the event that Association gives such notice, this Agreement shall expire and all of House Member's rights pursuant to this Agreement shall cease.
 - b. In the event that House Member, or House Member's guests or invitees, in any way caused or contributed to the damage of the Premises, Association shall have the right to terminate this Agreement at any time, and House Member shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of

rental income.

27. **House Member's Financial Responsibility and Renter's Insurance.** House Member agrees to accept financial responsibility for any loss or damage to personal property belonging to House Member and House Member's guests and invitees. Association assumes no liability for any such loss no matter what the cause of the loss. Association recommends that House Member obtain a renter's insurance policy from a recognized insurance firm to cover House Member's liability, damage to the Premises, and theft or damage of personal property.
28. **Keys.** House Member agrees not to duplicate any key to the Premises. Loss of a key to the Premises shall be promptly reported to the House Manager. House Member agrees to pay a replacement charge of \$10 per lost key. If Association deems that the security of the Premises or bedroom has been compromised, House Member also agrees to pay the actual cost of re-keying the affected locks.
29. **Payment of Attorney Fees in a Lawsuit.** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, unlawful detainer, or otherwise) or seeks a declaration of any rights or obligations under this Agreement (collectively, "Action"), the prevailing party shall be awarded reasonable attorney fees, costs, and expenses. The House Member and House Member's Guarantor agree that attorney fees (\$250 per hour), costs, and expenses charged by an attorney representing Tellefsen Hall Association in any Action are reasonable and therefore recoverable in full pursuant to this Article.
30. **State Database Disclosure.** Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database 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 is 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. (Civil Code Sec. 2079.10a)
31. **Known Hazards.** Premises are located within one block of the seismically active Hayward Fault and within several blocks of the Berkeley Hills, a high fire danger zone. Premises were initially constructed in the late nineteenth century and substantially altered in the late 1950s. Lead based paint is present on some surfaces and should not be removed by House Members. Asbestos heating duct insulation and vinyl-asbestos flooring are also present but generally in areas not normally accessible to House Members.
32. **Grounds for Termination of Tenancy.** The failure of House Member or House Member's guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy.

The Association may also terminate the tenancy under any of the following conditions:
 - a. House Member ceases to be or does not become enrolled in the University.
 - b. House Member ceases to be or does not become a member of the Band.
33. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the Agreement and supersedes all prior and contemporaneous communications, understandings, or agreements with respect to its subject matter whether made orally, electronically, or in written form.
34. **No Third-Party Rights.** This Agreement is made solely for the benefit of the parties and no other person or entity shall have or acquire any right by virtue of this Agreement. The parties intend that no third party shall have any rights or cause of action under this Agreement.
35. **Headings.** The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement
36. **Rule of Construction.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
37. **Signatures.** Signatories to this Contract agree to be bound by its terms and conditions. The person signing as House Member's Guarantor understands that he/she is liable under this Contract for all payments, fees, damages, Social Dues, charges, fines, assessments, etc. as if he/she were the House Member. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon all parties hereto, notwithstanding that the signature of the parties do not appear on the same page.

House Member signature: _____ date: _____

Guarantor signature: _____ date: _____

Guarantor print name: _____

Guarantor e-mail: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Telephone number: (_____) _____

Relation to House Member: _____

Association President signature: _____ date: _____