International House

• University of California, Berkeley •
Room License and Board Contract • Terms and Conditions

The Academic Year, for the purpose of the Terms & Conditions of this Room License and Board Contract, shall be Fall and Spring Semesters 2016-2017.

The following terms and conditions shall prevail when this contract for room and board is signed, under the jurisdiction of International House, a self-supporting unit at the University of California, Berkeley. This contract is a license for the use and occupancy of portions of the International House and for meal and incidental services on the terms and conditions stated. This contract is not a lease or a rental agreement and does not create a tenancy with respect to any portion of the International House, including any assigned room. International House reserves the right to change room assignments and to reassign rooms at any time as specified in Section XI, below.

I. PERIOD OF RESIDENCE, GRANT OF LICENSE

Except as otherwise expressly provided in this Room License and Board Contract, the Academic Year, as defined in the official University Academic Calendar, shall constitute the period of residence.

ACADEMIC YEAR 2016-2017
Begins 3 p.m. - August 18, 2016.
Ends 10 a.m. - May 17, 2017.

It is a fundamental purpose and policy of International House to foster friendship and collegiality among students from different countries. Since this purpose is best served when residents remain for an entire Academic Year, International House desires to strongly encourage residency for the entire Academic Year. Therefore, students applying for the full Academic Year may stay at International House during the Semester Break at no extra charge. Only residents with a full Academic Year contract will be eligible to remain during the Semester Break at no additional cost.

FALL SEMESTER 2016:
Begins 3:00 p.m. - August 18, 2016
Ends 10 a.m. - December 19, 2016

SPRING SEMESTER 2016:
Begins 10 a.m. - January 11, 2017
Ends 10 a.m. - May 17, 2017

In consideration of the payment of the applicable fees, International House grants the Resident, on the terms and conditions of this Room License and Board Contract, the right and license to use and occupy the Resident's assigned room, and to use and occupy the common facilities of International House on such conditions and with such restrictions as International House may from time to time establish. In consideration of the payment of the applicable fees, International House further agrees to provide meal and other incidental services as hereinafter provided. This contract is for room and board. Room cannot be exclusive of board.

There will be additional nightly charges for an early arrival and no credit adjustment for late arrival. With regard to board, meals will begin with lunch on the first day of each semester, August 18, 2016 and January 11, 2017 and end with a continental breakfast on December 19, 2016 and breakfast on May 17, 2017. Three meals are served per day, Monday through Friday. Saturdays and Sundays, brunch and dinner are served. During holidays only an extended brunch is served. No meals are served on Thanksgiving Day or during the Semester Break, December 20, 2016 - January 10, 2017. Not all meals served in our Dining Commons are included in the Board Plan. Residents receive a set number of meals per semester.

II. SEMESTER BREAK

The Semester Break (December 20 – January 11) will be included as part of the International House contract only for those Residents who complete the full Academic Year as an International House resident and pay the applicable fees for the full Academic Year. For those residents who cancel their Academic Year contracts prior to February 14, 2017, there will be a charge of $30 per night for residence during the Semester Break in addition to the $500 cancellation fee listed in Section IV.

Please note that if you decide to cancel your Academic Year contract and leave International House after December 19, 2016, you will be charged $30/night for

the nights you stayed during the Semester Break.

III. PAYMENTS, ROOM AND BOARD RATES

Upon acceptance of the 2016-2017 Academic Year contract, new residents must pay a $1,000 deposit/pre-payment to International House. This $1,000 pre-payment amount will be applied to the final housing installment for each resident. The $1,000 payment must accompany the completed online International House contract. In addition, there is a non-refundable application fee of $35 paid to International House.

For both New and Returning residents, the outstanding balance for the Academic Year may be paid in a lump sum prior to occupancy or in installments according to the Rates and Payment Schedule. Accounts with an unpaid balance become delinquent at 4 p.m. on the 3rd calendar day following the due date. **Beginning on the 4th day there will be a $10 per calendar day fee assessed for each day the payment is late.** The Resident agrees this is a reasonable liquidated amount to partially defray costs incurred in processing and collecting late payments, which costs are impracticable to determine. Other fees may also be assessed as provided in the Terms and Conditions.

WE ENDEAVOR TO EMAIL ALL RESIDENTS BEFORE THE DUE DATE. HOWEVER, WE ARE NOT REQUIRED TO NOTIFY YOU OF ANY PAYMENTS DUE. PLEASE REFER TO THE PAYMENT SCHEDULE. NEITHER THIS LATE CHARGE PROVISION NOR THE ASSESSMENT OF LATE CHARGES, NOR THEIR ACCEPTANCE SHALL CONSTITUTE A WAIVER OF ANY RIGHTS BY INTERNATIONAL HOUSE NOR EXPRESS OR IMPLIED CONSENT TO LATE PAYMENT.

It is your responsibility to insure that payments reach International House on time in order to keep your account current and avoid late fees. There will be a $40 charge for all returned checks.

The Accounting Office is not responsible for slow or lost mail. Please be sure to put your room number and your name on all payments if you choose to mail them. You will receive your room number the day you move in.

Should your account become delinquent, action may be taken to cancel your status as a resident, withhold meal or internet service or to pursue such other rights International House may have. If meal or internet service is withheld, there is no refund for meals missed or time missed due to sanctions. To prevent such sanctions, it is advised that you contact the business manager prior to the deadline in order to request a financial deferment of payment.

IV. CANCELLATION

This Room License and Board Contract is for residence during the entire 2016-2017 Academic Year. All requests for cancellation must be submitted with a cancellation form which is available at the Admissions Office. The cancellation form should be filled out in writing and submitted along with a $500 cancellation charge payment to:

International House – Admissions Office
2299 Piedmont Avenue
Berkeley, CA 94720-2320
Fax:(510) 642-5220
Email: ihres@berkeley.edu

The resident agrees this fee is reasonable and is to cover estimated damages, in addition to the daily room rate, which are difficult or impracticable to determine. This liquidated damages charge shall be in addition to the pro-rated room and board fees for which the resident will remain liable until a replacement is found.

A. CANCELLATION - BY RESIDENT

If the student requests cancellation, ROOM AND BOARD FEES SHALL CONTINUE TO BE THE RESPONSIBILITY OF THE RESIDENT UNTIL A SUITABLE REPLACEMENT IS FOUND. The Admissions Office will assist residents in finding a suitable replacement but will not be held liable should a suitable replacement not be found. A non-resident referred to the Admissions Office in writing by the cancelling resident must meet the eligibility requirements for International House residency in order to be a replacement. If and when International House is not at full occupancy, any applicants generated by the Admissions Office will be prioritized first to vacancies. However, the Admissions Office will replace residents who have cancelled due to inability to get a United States visa.

All requests for cancellation of the Room License and Board Contract MUST BE SUBMITTED IN WRITING TO THE ADMISSIONS OFFICE on the "Request for Cancellation" form. This form is available at the Admissions Office.

Please note that if you decide to cancel your Academic Year contract and leave International House after December 19, 2016, you will be charged $30/night for the nights you stay after December 19. Spring 2017 daily rates apply after January 11, 2017.

B. CANCELLATION - FAILURE TO MOVE OUT

If you do not vacate the room by the designated move-out date and time, you will be liable for $100 per calendar day / or any portion thereof of liquidated damages. Move-out date is the last day of your contract period. Dates are given at the top of the Room License and Board Contract. The resident agrees that this is reasonable and is in addition to the daily room and board fees.

C. CANCELLATION - NO OCCUPANCY

If you have been accepted for residency for the Academic Year 2016-2017 at International House and do not move in by the first day of your contract period, without notifying the Admissions Office of the delay and anticipated date of occupancy, the Room License and Board Contract will be cancelled by International House without further notice. A cancellation charge of $500 will be imposed and room and board fees will be charged until a suitable replacement is found. Other fees may also be assessed as stated in the Terms and Conditions.

D. CANCELLATION – BY INTERNATIONAL HOUSE

The International House may terminate the Room License and Board Contract and all attendant rights of occupancy upon thirty days notice to the resident. 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 California law, including the following:

1. If you cease to be affiliated with the University as a result of graduation, withdrawal, or dismissal.
2. If you lose your Visiting Scholar status or any other special affiliation that had prior approval from the Admissions Office and was a condition of residency.
3. In case of violation of the terms of the Room License and Board Contract, University of California Berkeley Code of Conduct", or the "Resident Handbook" (http://ihouse.berkeley.edu/residents/handbook.pdf) guide to International House rules and regulations, or if you are found guilty of misconduct, especially when such misconduct threatens the health, safety, security of others or results in damage to International House facilities.

   International House Rules of Conduct include, but are not limited to, a prohibition against:

   (a) manufacture, use, sale or consumption of illegal drugs,

   b) possession of weapons, explosives or flammable/toxic liquids,

   c) tampering with fire extinguishing equipment, safety, or elevator equipment,

   d) physical, psychological, sexual or racial harassment,

   e) noise that unreasonably disrupts other residents,

   f) unlawful manufacture, use or distribution of alcoholic beverages.

   In general, misconduct is defined as behavior that undermines the fundamental mission of International House, which is to foster intercultural respect and understanding and to promote a more tolerant and peaceful world.

   International House may terminate the Room License and Board Contract for any violation of International House Rules of Conduct.

4. Failure to make required payments when due.

Natural disaster or any event that prevents International House from providing room and board as stated in the Terms and Conditions. Should this occur, International House shall refund the remaining monies to residents for occupancy not rendered. International House shall not be responsible for serving any notice in this circumstance.

V. DAMAGES

Each resident is individually responsible for loss or damage to his/her room. All residents shall be jointly and severally liable for loss or damage to common areas where individual responsibility cannot be determined.

Upon arrival, it is the resident's responsibility to check the condition of their assigned room and furnishings and report any damages, missing furnishings, or necessary repairs. Unless reported to Physical Operations within three days of occupancy, it will be assumed that the room and its contents are in proper condition. At the end of the term or upon vacating the room for any other reason, you shall be responsible for restoring the premises to the same condition they were in at the time of occupancy, except for the cost of reasonable wear and tear.

Any damages or outstanding charges on the resident's account must be paid by the resident prior to their departure from International House. Residents in a double room are co-tenants and have joint responsibility for damage or loss to International House property. Room keys and security/meal cards are not transferable and cannot be assigned to any other individual. They must be returned to the Front Desk at the time of departure. Residents requesting replacement of lost keys and key/meal cards will be charged replacement fees: $50.00 for lost key card, $25.00 for meal card, $75.00 for lock change/new room key, $25.00 for shower key replacement. Residents will be required to make payment for these charges at the time that the loss is reported.

Residents will be held responsible for any damages beyond normal wear and tear to any rooms reserved by or recreational equipment borrowed by the resident, such as the resident kitchen, practice rooms, video games/systems, and other equipment available to residents through our Front Desk operation. Charges for any damages or lost equipment will be charged to the resident's account and must be paid in full before final departure from International House. Residents in a double room are co-tenants and have joint responsibility for damage or loss in International House property.

Room keys and security/meal cards are not transferable and cannot be assigned to any other individual. They must be returned to the Front Desk at the time of departure.

VI. LOST KEYS & SECURITY/MEAL CARDS

Lost security cards, meal cards, room and shower room keys will be replaced at the following rates: $50 for lost security card, $75 for lock change/new room key, $25 for shower key replacement. If a temp key is not returned within three days, the lock will be changed and the resident will be charged $75. International House staff will assist students who have lost their key or locked themselves out of their room. Each resident is granted three assisted lockouts per semester of residency without charge. There will be a $25 charge for any additional lockout assistance.

VII. DINING SERVICES – Dining Plans

International House serves 19 meals per week that residents can choose from - three meals per day Monday through Friday; two meals per day Saturdays and Sundays. On holidays only one meal is served. Board includes a specific number of meals per session as outlined below. Meals do not carry over from semester to semester. You have the option of purchasing extra meals through the Dining Services. The meals per period will be as indicated:

Fall 2016	**211 meals**
Semester Break	0 meals
Spring 2017	**216 meals**

Meal	Hours	Days
Breakfast	7:15am – 9:30am	Monday - Friday
Lunch	11:30am – 1:30pm	Monday – Friday
Dinner	6:00pm – 8:00pm	Monday – Sunday
Brunch	9:30am – 1:00pm	Saturdays & Sundays

Dining Hall Hours:

In addition, I-House provides $250 in "flex dollars" for residents to use at the International House café each semester.

A. Meal Cards - Dining Services operates on a computerized system. Your Student ID or I-House Access Card will serve as your meal card and coded in the computer system. NO MEALS SHALL BE PROVIDED WITHOUT PRESENTATION OF A VALID MEAL CARD OR CASH. If your card is damaged or demagnetized you are responsible for replacing your card and contacting Dining Services to have it recoded before entering the dining area.

B. Special Diets - Dining Services provides a variety of meal options, including vegetarian selections. Although not guaranteed, special diets can usually be accommodated within our facility. Residents may arrange a meeting with our dining staff to discuss any special dietary concerns or food allergies by e-mailing ihdining@berkeley.edu.

C. Physical Disabilities - The International House Dining facility is accessible to all disabled residents, however residents must be accompanied by their personal attendants for meal assistance. Personal attendants will receive a meal, free of charge; at the time assistance is given.

D. Removal of Food or Supplies - Removal of food or supplies from the Dining Facility, without prior authorization, may result in additional charges to your Room and Board to pay the costs of such supplies or any related expenses.

VIII. EARTHQUAKE DISCLOSURE AND RELEASE

The San Francisco Bay Area contains a number of active earthquake faults, and one of them, the Hayward Fault, is located very near to International House. Although scientists are presently unable to predict with any certainty when and where earthquakes will occur, many experts believe that it is probable that a major earthquake will occur in the San Francisco Bay Area (and perhaps on the Hayward Fault itself) within the next several decades, and one could occur at any time.

As in the case of other buildings of its age, International House was not constructed in accordance with the same engineering standards that are applicable to buildings being constructed today. Although some seismic upgrades have been made to the building since its original construction, the building does not fully comply with the building code requirements applicable to seismic forces that are imposed on new buildings today. According to a seismic study report coordinated by the University and used for purposes of assigning priorities for expenditures to improve seismic resistance and/or to reduce falling hazards from buildings or structures, the International

House building is rated as "good", a rating which is defined by the University of California system as applying to buildings and other structures whose performance during a major seismic disturbance is anticipated to result in structural and nonstructural damage and/or falling hazards that would not significantly jeopardize life. Residents should be informed, however, that there can be no assurance that the seismic report coordinated by the University and the rating system used in the report will accurately predict the actual effect of an earthquake on International House, and neither the International House Board of Directors nor the Regents of the University of California can ensure that there will be no serious bodily injury or death or property damage at International House in the event of an earthquake.

By executing this Agreement, you acknowledge that you have reviewed the foregoing regarding the structural condition of the building and the seismicity of the San Francisco Bay Area and you personally and on behalf of our heirs, legal representatives and assignees agree to release and forever discharge The Regents of the University of California and International House and their respective successors and assigns to each of them, and each employee, agent, representative, officer, director, stockholder, and all persons acting by, through or under them, or any of them, from any and all claims, damages, malfeasance, actions, causes of action, suits, judgments, demands, liabilities, obligations, costs, expenses, or losses of any type (including attorneys' fees, costs and expenses), whether known or unknown, fixed or contingent, arising out of or resulting from an earthquake and/or the seismic condition of the International House building and whether or not any such seismic study report is correct and regardless of the negligence of any person in preparing such report or otherwise in acting for the University or International House.

I HAVE CAREFULLY READ THE FOREGOING PROVISIONS OF THIS ARTICLE VIII AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND INTERNATIONAL HOUSE CORPORATION, AND I HAVE EXECUTED THIS AGREEMENT OF MY OWN FREE WILL.

IX. ASSIGNMENT OF RIGHTS

Resident may not assign any rights rendered in the Room License and Board Contract, or transfer the contract to another student. Room and board based on this contract shall not be leased or subleased. Residents are prohibited from subletting their assigned room. Violation of this will result in termination of the Room License and Board Contract and charges will be imposed as stated in the Cancellation portion of the Terms and Conditions.

Room keys, shower keys, and security access/meal cards are not transferable and cannot be assigned to any other individual.

X. MAINTENANCE

International House personnel may enter your room during normal working hours for cleaning, maintenance or repairs, or for purpose of maintaining compliance with health and safety regulations, and at any time in case of emergency, building evacuation or abandonment of the room by either you or your assigned roommate. Prior notice of such entry will be given to you or your assigned roommate, except in case of emergency, abandonment or where impractical.

Residents are required to report any damage to the room or needed repairs to International House immediately so that they can be addressed in a timely fashion to prevent further damage or risk to occupants. The presence of pests or insects of any type must also be reported by the resident immediately. Residents are expected to cooperate in full with International House staff and contracted professionals in regards to any necessary repairs or pest abatement.

XI. GENERAL TERMS

International House strives to be a safe, respectful and quiet living environment that supports the academic success and well-being of its residents. However, applicants should be aware that I-House is a traditional residence hall setting located in a busy residential area on the edge of the UC Berkeley campus that is home to various student co-ops, fraternities, and sororities. It is also adjacent to two popular campus event venues - Memorial Stadium and the Greek Theater. As a result, there is a high level of activity in the neighborhood which can cause some level of outside noise and disruption at times. In addition, there are some sources of building-related noise from facility equipment inside and outside of the building that create both regular and intermittent noise. It is understood that residents residing at the International House will follow all the rules necessary to maintain a quiet environment as outlined in our Quiet Hours policy.

Noise offenders may be subject to a fine. Quiet hours are as follows: 11pm-9am weekdays & 1am-9am on weekends.

It is understood that by accepting this contract, you agree to follow all the rules necessary to maintain a safe, respectful, and quiet academic environment. These are outlined in full in the Resident Handbook: http://ihouse.berkeley.edu/residents/handbook.pdf.

The contract agreement does not promise or guarantee you an assignment to any particular room or room type at International House, or with a specific roommate. International House may require you to move to another room after reasonable notice has been given. International House reserves the right to reassign residents in order to make the most effective use of available space, in response to a violation of International House policies, when required for administrative purposes, and to inspect resident rooms for purposes pertinent to health, safety, security, or maintenance.

Room changes requested by International House involve no additional charge, but there will be a $75 charge for room changes requested by the residents. All room changes must be approved in advance by the Admissions staff. Any residents who change rooms without prior authorization will be subject to a $50 fine in addition to the normal $75 administrative fee and may have to move back into their originally assigned room.

International House shall provide all utilities: i.e. gas, electricity, water, refuse disposal and elevator service, but cannot assume, and shall not have, any responsibility or liability for disruption of these services when such disruption is beyond International House's reasonable control.

Telephone service is not provided as part of these Terms & Conditions. Residents who wish to establish phone service may do so through our local service provider, AT&T. The resident is solely responsible for all activation and services fees and must deactivate service prior to their departure. International House will not be responsible for any fees or charges related to telephone service established by the tenant, during or after the period of occupancy.

All residents must be at least 18 years of age during their stay at International House.

International House does not provide insurance or financial protection, assume any responsibility or liability for any loss or damage or destruction to the resident's private property, nor for articles sent to International House for the resident or left after vacating the premises. The resident shall utilize all security measures provided by I-House.

Residents may not conduct a business on the premises without the express written consent of International House, which may be granted or withheld in International House's sole and absolute discretion.

Resident agrees to pay all legal fees and costs incurred by International House that are in any way related to this contract, including, but not limited to, all legal fees and costs incurred by International House in the collection of any indebtedness owed hereunder if International House is the prevailing party.