

INTERNATIONAL HOUSE

~ BERKELEY ~

TERMS AND CONDITIONS OF RESIDENCE SUMMER 2019

The following Terms and Conditions shall prevail when this Room License and Board Contract is signed, under the jurisdiction of International House, a self-supporting unit at the University of California, Berkeley.

I. PERIOD OF RESIDENCE

The dates for the different Summer Session contracts of 2019 shall be in effect for that session only. The 2019 Summer Session as defined in the Official University Academic Calendar, shall constitute the period of residence in the table that follows this text. Room cannot be exclusive of board. There will be additional charges for early arrival and no credit adjustment for late arrival. With regard to board, meals will begin on the first day of your contract, and end on the last day of your contract. Board includes a specific number of meals per session (see Section IX, p.5). 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 and that meal is Brunch. Please note that the meal plan does not include all meals served.

Session	Start Date	Move-Out Date *
A: First 6 Week	May 26, 2019 after 3 P.M.	July 6, 2019 - 10 A.M.
B: 10 Week	June 9, 2019 after 3 P.M.	August 17, 2019 - 10 A.M.
C: 8 Week	June 23, 2019 after 3 P.M.	August 17, 2019 - 10 A.M.
D: Second 6 Week	July 7, 2019 after 3 P.M.	August 17, 2019 - 10 A.M.
E: 3 Week	July 28, 2019 after 3 P.M.	August 17, 2019 - 10 A.M.
A&D : Both 6 Week	May 26, 2019 after 3 P.M.	August 17, 2019 - 10 A.M.
Temporary Weekly	After 3pm on the date indicated on the contract	By 10am on the last day indicated on the contract

*** The final move-out date and time are not negotiable ***

II. PAYMENTS/ROOM AND BOARD RATES

Full payment is due with your signed contract. All payments must be made in U.S. Dollars by cashier's order, wire transfer, money order, by check payable to "International House", by online debit card, or by Visa or MasterCard credit cards.

Please make a payment using one of the options below:

- Payments by check can be made in person at the Cashier's window. Regular Cashier's window hours are 10AM to 11AM and 2PM to 3PM - Monday through Friday.
- Check payments can also be made via the Cashier's mail slot under the window any time of the day or night. A receipt will be placed in your mailbox the following business day.
- Wire transfer, Electronic Fund Transfer (EFT) or online bank payments are preferred. Please email Queenie Santos at gcs@berkeley.edu for our bank account information.
- VISA or MasterCard credit card payments via the International House website can be made by going to: <https://ihb.starrezhousing.com/StarRezPortal/>. Instructions for online payment are posted on this website.

2019 Summer Room and Board Rates

Room & Board includes program membership and internet access fees	Session A: 6 Week (May 26 – July 6) 41 Nights	Session B: 10 Week (June 9- Aug. 17) 69 Nights	Session C: 8 Week (June 23 - Aug. 17) 55 nights	Session D: 6 Week (July 7 - Aug. 17) 41 Nights	Full Summer Session A & D: (May 26- Aug. 17) 83 Nights	Session E: (July 28 to Aug. 17)** 20 Nights
Double	\$2,706	\$3,864	\$3,135	\$2,747	\$4,648	\$1,560
Single	\$3,280	\$4,830	\$4,070	\$3,403	\$5,810	\$2,020
Premium Single	\$3,731	\$5,658	\$5,005	\$3,936	\$6,806	\$2,100
Meals per	60 meals	100 meals	80 meals	60 meals	120 meals	30 meals

All summer applicants pay a \$50 application fee. Certain International House Activities as well as internet access are included in the Room and Board Rates listed above.

Final reservations for housing require a full prepayment of all housing fees for the selected term.

A discount is offered to continuing residents who also have an Academic Year contract for 2018-2019 who select either Session A or Sessions A&D and reside in their currently assigned room. Please contact the Admissions Office at ihres@berkeley.edu for additional details. The deadline to request summer renewal and receive the above discount is February 22, 2019.

Please be sure to put your name on all payments. There will be a \$25.00 charge for all returned checks. Should your account become delinquent, a \$30 charge plus a \$10.00 per day fee will be imposed and action can be taken to cancel your status as a resident and/or withhold meal/internet service. If meal service is withheld, there is no refund for meals missed due to sanctions. To prevent such sanctions, it is advised that you contact the Cashier's Office prior to the deadline. Lost items and/or linen service must be paid at the time expense occurs.

International House is not responsible for slow or lost mail.

III. RENOVATION AND IMPROVEMENT PROJECTS

Please be aware that there will be some renovations, repairs, painting, and maintenance completed at International House throughout the summer. Noise disturbances from these projects may occur from 9am to 6pm, Monday through Friday, and occasionally during weekends. Workers are scheduled to arrive as early as 7am to begin preparations for the day's work but should not be engaging in any work that will create significant disruption prior to 9am.

As with all construction projects, there will be some level of disruption to occupants during this period. Prior to acceptance of these terms, applicants should consider the disruption to the living environment and regular services that may result from this work. Possible disruptions may include but are not limited to:

- a) Alternate temporary room assignment within International House.
- b) Noise, dust, fumes, and other disruptions during construction hours.
- c) Short-term disruption of utilities (ie. water, electricity, internet, etc.)

International House staff will make every reasonable effort to notify residents of changes to or disruption of regular services in advance whenever possible. By accepting these terms, the resident acknowledges the nature and scope of these renovations and that no additional discounts or monetary compensation will be given for changes to or disruption of the living environment, regular services, or amenities that may result.

You may request room repairs via the online work order system. Room repairs requested via International House's online work order system may require personnel to enter your room. Physical Operations staff usually addresses repairs in residential rooms between the hours of 9am and 3pm.

IV. CANCELLATION

The Room License and Board Contract is for residence during the Summer of 2019. Contract dates are stated in the Terms and Conditions of this Room License and Board Contract. All requests for cancellation must be submitted in writing with a cancellation form which is available at the Admissions Office. The cancellation form should be completed and submitted to:

International House - Admissions Office

2299 Piedmont Avenue

Berkeley, CA 94720-2320

Phone: (510) 642-9470

FAX: (510) 642-5220

E-mail: ihres@berkeley.edu

All cancellation requests that are received at least 30 calendar days prior to the scheduled start date for the assigned term will be processed with no cancellation fee. For all cancellation requests received less than 30 calendar days prior to the scheduled start date, a \$500.00 cancellation charge will be imposed. 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 an eligible 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 vacancy will only be filled by a non-resident referred to the Admissions Office who meets the eligibility requirements for International House residency. 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.

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 \$100.00 per calendar day / or any portion thereof of liquidated damages. The 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 Summer Session 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 \$500.00 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 have not registered in a Summer Course through the Summer Session office, or 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 if you withdraw from the Bar review course or any other special affiliation that had prior approval from the Admissions Office.
3. In case of violation of the terms of the Room License and Board Contract, University of California "Berkeley Campus Regulations Implementing University Policies" 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.
5. 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. KEYS, MEAL CARDS, AND SECURITY CARDS

Room keys, access cards, and key cards may ONLY be used by the resident to whom they were issued. Keys and building access cards ARE NOT issued to guests. 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 during their period of residency without charge. There will be a \$25 charge for any additional lockout assistance.

VI. LINENS

Linens are available for purchase in advance or upon arrival at our Resident Service Center for \$70. A linen package consists of 1 comforter, 1 fitted sheet, 1 flat sheet, 1 pillow case and 1 towel. Pillows may be purchased separately at the Resident Service Center for \$10.

VII. 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 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. 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.

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.

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 and 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 your heirs, legal representatives and assignees agree to release and forever discharge The Regents of the University of California and International House Corporation 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.

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. DINING SERVICE

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 and that meal is Brunch. Board includes a specific number of meals per session and does not include all meals served. The meals per period will be as indicated:

A: First Six Week	60 meals
A&D: Both 6 week Sessions	120 meals
B: 10 Week	100 meals
C: 8 Week	80 meals
D: Second Six Week	60 meals
E: 3 Week Session	30 meals

- A. Meal Cards** - Dining Services operates on a computerized system. Your Cal ID or I-House Access Card will serve as your meal card and is coded in our computer system. **NO MEALS SHALL BE PROVIDED WITHOUT PRESENTATION OF A VALID MEAL CARD.** If your card is damaged, lost, or demagnetized, you are responsible for replacing your card before entering the dining area. You can replace your Cal ID card at the Call Office and have it re-programmed for meal access at the I-House Admissions Office. I-House Access Cards can be replaced at the I-House Admissions Office and there is a \$50.00 replacement fee for a lost access card. **I-HOUSE MEAL CARDS ARE NON-TRANSFERABLE.** Selling your meal points is not allowed and will result in disciplinary action which may include the suspension of dining privileges.
- B. Special Diets** - Dining Services provides a variety of meal options, including vegetarian and vegan selections. Although not guaranteed, special diets can usually be accommodated within our facility. Residents can arrange a meeting with our dining staff to discuss any special dietary concerns or food allergies by e-mailing ihdining@berkeley.edu.

Dining Room Hours

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

X. INTERNET ACCESS

International House provides wireless internet service to residents who have applied for the above terms, at no additional charge. Wireless connectivity is available throughout the building. In order to create your user account and connect your computer to the International House network, please refer to the instructions provided in the New Resident Checklist provided via email after your arrival.

XI. 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 or selling the meals provided as part of the Board plan. Violation of this will result in termination of the Room License and Board Contract and penalties will be imposed as stated in the Cancellation portion of the Terms and Conditions. Overnight guests without the approval of your roommate are not permitted. Long term guests (more than three nights) are not permitted without prior written approval by the Admissions Office.

XII. 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 and municipal services such as garbage collection that create both regular and intermittent noise. There is also occasional noise from the building's internal steam heating system. 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.

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 or floor 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 and to inspect resident rooms for purposes pertinent to health, safety, security, or maintenance. Any student residing in a room with special modifications or accessibility for persons with disabilities may be transferred to another room should the need arise for the modified room. In all instances except emergencies, reasonable notice shall be given.

All I-House rooms offer standardized furnishings (with the exception of Single Rooms on the 6th floor Historic Wing) and are roughly the same size among Room Types. There is some variation in rooms based on their location in the House, such as view, window placement, and proximity to bathrooms, showers, elevators, and stairwells. In addition, there are a few select rooms that do not have built-in closets and are furnished with a free-standing wardrobe.

International House shall provide all utilities: i.e. gas, electricity, water, refuse disposal and elevator service, but cannot assume responsibility or liability for disruption of these services.

All summer residents must be 18 years or older for the duration of their stay at International House.

International House administration communicates with residents throughout the term, primarily via email. It is the responsibility of the resident to keep their contact information in our resident database current and to check their registered email frequently for important administrative communication related to International House business.

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

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 International House. Residents may not conduct a business on the premises without the express written consent of International House.

During the summer session period, Room Changes are not allowed except in emergency situations. Any such Room Changes must be coordinated and approved in advance by the Admissions Office. Room changes initiated by International House involve no additional charge. There will be a \$75.00 charge per resident, for those who request and receive approval for a room change. Unauthorized room changes are strictly prohibited and will result in a \$50 fine for each resident involved.

Any waiver or non-enforcement by International House 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. Acceptance by International House of any room and board payment after your breach of any provision of this room and board agreement shall not be deemed a waiver of such provisions, other than your failure to make timely payment of the room and board installment so accepted, whether or not International House knew of the prior breach at the time such payment was accepted.

The 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 the International House in the collection of any indebtedness owed hereunder.