

International House

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 (sometimes referred to herein as the “Contract”), shall be Fall and Spring Semesters 2021-2022.

The following terms and conditions shall prevail when this Room License and Board Contract is signed by you and International House, a California nonprofit public benefit corporation and self-supporting corporation at the University of California, Berkeley. This Contract is a license for the use and occupancy of portions of the International House building and for meal and incidental services on the terms and conditions stated herein. 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 of California, Berkeley Academic Calendar, shall constitute the period of residence.

ACADEMIC YEAR 2021-2022

Begins 3 p.m. - August 19, 2021.

Ends 10 a.m. - May 18, 2022.

It is a fundamental purpose and policy of the 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, only residents with a full Academic Year contract will be eligible to remain at International House during the Semester Break at no additional cost.

FALL SEMESTER 2020:

Begins 3:00 p.m. - August 19, 2021

Ends 10 a.m. - December 20, 2021

SPRING SEMESTER 2021:

Begins 10 a.m. - January 12, 2022

Ends 10 a.m. - May 18, 2022

In consideration of the payment of the applicable fees, International House grants you, on the terms and conditions of this Room License and Board Contract, the right and license to use and occupy your 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 to you as hereinafter provided in the Board Plan outlined below. Note that not every meal served at International House is included in the Board Plan. This Contract is for room and board. Room cannot be exclusive of board.

There is an early arrival window at no additional charge and will be assigned by the Admissions Office. A nightly charge will be applied for check in dates prior to this window. There is no credit adjustment for late arrival. **II. SEMESTER BREAK**

The Semester Break (December 20 – January 11) will not be included as part of this Contract without charge unless you are a resident with a full Academic Year contract and you pay the applicable fees for the full Academic Year.

Please note that if you cancel your Academic Year contract with International House after December 20, 2021 and any time prior to February 14, 2022 you will be charged \$40/night for the nights you occupied the space during the Semester Break.

III. PAYMENTS, ROOM AND BOARD RATES

Upon acceptance of this Room License and Board Contract for the 2021-2022 Academic Year, you must pay a \$1,500 pre-payment to International House. This \$1,500 pre-payment amount will be applied to your final installment payment under this Contract, unless there are extenuating circumstances related to the condition of the room and contents and/or any other issues impacting your account. The \$1,500 payment must accompany the

completed online International House Contract. In addition, you must pay a non-refundable application fee of \$50 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.** You agree 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, International House may cancel your status as a resident, withhold meals and other services, and pursue such other rights it may have, including sending the delinquent account to collections. If meals or services are withheld, there is no refund for meals missed or time missed due to these sanctions. To prevent such sanctions, it is advised that you contact the Director of Business and Finance 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 2021-2022 Academic Year. 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 filled out in writing and submitted along with the applicable cancellation fee. Payment can be made online and written request for cancellation submitted to:

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

Cancellation requests submitted in writing prior to July 1, 2021 (Fall) and December 1, 2021 (Spring) shall carry no cancellation fee. Cancellations after this deadline will be charged a \$500 cancellation fee. Cancellation requests submitted after August 1, 2021 (Fall) and January 1, 2022 (Spring) will be subject to review for approval and will incur a late cancellation fee of \$1500. You agree 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 you will remain liable until an eligible replacement is found.

A. CANCELLATION - BY RESIDENT

If you request cancellation, ROOM AND BOARD FEES SHALL CONTINUE TO BE YOUR RESPONSIBILITY UNTIL A SUITABLE REPLACEMENT IS FOUND. The Admissions Office may assist you 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 automatically approve cancellation and replace residents who have cancelled due to the following:

- inability to get a United States visa;
- withdrawal from the University or loss of affiliation;
- graduation or program completion prior to the end of the contract period;
- participation in a Study Abroad program;
- change in marital status

Verifying documentation for the above considerations and payment of the applicable cancellation fee will be required before approval of the cancellation. Any cancellations by you that does not meet the above listed criteria will be reviewed on a case by case basis and you will remain responsible for all applicable room and board fees until a replacement is found and moves into International House. 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 20, 2021 and prior to January 12, 2022, you will be charged \$40/night for the nights you stay or occupy the space after December 20. Spring 2021 daily rates apply after January 12, 2022.

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 late departure fee in addition to the standard nightly room rate / 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. You agree 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 2021-2022 at International House it is expected that you will take occupancy of your assigned room on the designated move-in date or notify the Admissions office of your intent to arrive late. If you do not move in by the first day of your contract period and have not notified the Admissions Office of the delay and anticipated date of occupancy, the Room License and Board Contract may be cancelled by International House without further notice. A late cancellation charge of \$1500 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 you. 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. If you have reached our residency limit or eight (8) Academic Year semesters;
4. In case of violation of the terms of this Room License and Board Contract, University of California Berkeley Code of Conduct", or the "Resident Handbook" 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
- c) flammable/toxic liquids,
- d) tampering with fire extinguishing equipment, safety, or elevator equipment,
- e) physical, psychological, sexual or racial harassment,
- f) noise that unreasonably disrupts other residents,
- g) unlawful manufacture, use or distribution of alcoholic beverages or cannabis products.

In general, misconduct is defined as behavior that undermines the fundamental mission of International House and/or an behavior that threatens the health & wellbeing of the community. International House may terminate your Room License and Board Contract for any violation of International House Rules of Conduct.

5. Failure to make required payments when due.

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

V. DAMAGES

You are individually responsible for loss or damage to your 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 your responsibility to check the condition of your 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 your account must be paid by you prior to your departure from International House. Residents in a double room are co-licensees and have joint responsibility for damage or loss to International House property.

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

VI. LOST ACCESS CARDS

Lost security cards, meal cards, room and shower room access cards will be replaced at \$75 per item. If a temporary card is not returned within three days, you will be charged \$75. International House staff will assist students who have lost their cards or locked themselves out of their room. There will be a \$25 charge for any lockout assistance.

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

VII. DINING SERVICES – Board Plan

Meals will begin with lunch on the first day of each semester, August 19, 2021 and January 12, 2022 and end with a continental breakfast on December 20, 2021 and breakfast on May 17, 2022. No meals are served on Thanksgiving or during the Semester Break, December 21, 2021 - January 12, 2022. Additionally, no meals will be served on March 25, 2022. Not all meals served in

the Internal House Dining Commons are included in the Board Plan

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, subject to change due to public health policies or guidelines. 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 2021	211 meals
Semester Break	0 meals
Spring 2022	216 meals

Dining Hall Hours:

Meal	Hours	Days
Breakfast	7:15am – 9:30am*	Monday – Friday
Lunch	11:30am – 1:30pm*	Monday – Friday
Dinner	5:30pm – 8:00pm*	Monday – Sunday
Brunch	9:30am – 1:00pm*	Saturdays & Sundays

*Subject to change due to public health policies or guidelines

A. Meal Cards - Dining Services operates on a computerized system. Your Student ID or International 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 PAYMENT VIA CREDIT CARD. If your card is damaged or demagnetized you are responsible for replacing your card. You can replace your Cal ID card at the Call Office and have it reprogrammed for meal access at the International House Admissions Office. International House Access Cards can be replaced at the International House Admissions Office. International House MEAL CARDS ARE NONTRANSFERABLE. Meal points cannot be donated, sold or otherwise transferred. Selling your meal points is not allowed and will result in disciplinary action which may include the suspension of dining privileges or termination of this Contract. You may not loan your meal card to anyone for any reason. Those caught giving their meals cards to others to use may forfeit their right to invite guest into the dining hall for a time period to be determined by International House Administration. Additionally, giving your meal card to others to use can and will result in disciplinary action up to and including termination of this Contract. It is important to note that the Board Plan of this Contract is an agreement between you and International House and meal points CANNOT BE SOLD, TRANSFERRED OR DONATED.

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. If any assistance is needed while in the dining call, please notify the cashier or food service manager's desk.

D. Removal of Food or Supplies - Removal of food, utensils or supplies from the Dining Facility, without prior authorization, may result in additional charges to you to pay the cost of such supplies or any related expenses. Additionally, you may be subject to disciplinary action up to and including termination of this Contract and removal from the residence.

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.

International House occupies its facilities via a license with The Regents of the University of California (the "Regents"), who own the building and are responsible for any structural alterations or repairs necessary to place the building in a safe and habitable condition. In 2017, the Regents adopted the UC Seismic Policy to assess, analyze and mitigate the seismic safety hazards of every building on each of the University of California campuses. According to a seismic study report coordinated by the Regents 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

was one of 62 buildings affiliated with UC Berkeley rated as "poor", a rating which implies significant structural and nonstructural damage and/or falling hazards that would represent appreciable life hazards. It is important to note, however, that a building's rating can be the result of seismic deficiency in just one portion of the structure and does not necessarily indicate that an entire building is compromised. A detailed explanation of the ratings and their meaning, as well as seismic ratings and structural engineering reports for UC Berkeley owned and occupied buildings can be found at <https://capitalstrategies.berkeley.edu/seismic-resources>.

The Regents is now engaged in a coordinated, system wide effort to holistically prioritize and address the work that needs to be done on its buildings, including International House.

You should be informed, that there can be no assurance that the seismic report coordinated by the Regents 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 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 your heirs, legal representatives and assignees agree to release and forever discharge The Regents 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 regardless of 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 Regents 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

You may not assign any rights rendered in the Room License and Board Contract, or transfer the contract to another person. Room and board based on this contract shall not be leased, licensed subleased or sublicensed. Residents are prohibited from subletting or sublicensing 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 charges will be imposed as stated in the Cancellation portion of the Terms and Conditions. Room access cards, shower access cards, 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 immediately. Residents are expected to cooperate in full with International House staff and contracted professionals in regards to any necessary repairs or pest abatement.

International House shall not be held responsible or liable for your accommodation if an assigned space is rendered uninhabitable due to circumstances beyond the reasonable control of International House, including acts of nature, e.g., flood, earthquake, and unusual weather conditions.

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 International 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.

Noise offenders may be subject to a fine. Quiet hours are as follows: 11pm-9am Sunday-Thursday & 1am-9am on Friday-Saturday.

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, move back into their originally assigned room and will incur a conduct violation.

All International 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 building, 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, and shall not have, any responsibility or liability for disruption of these services when such disruption is beyond International House's reasonable control.

All residents must be at least 18 years of age during their stay at International House. If you are under 18 years of age at the time this Contract is signed, your parent or guardian must also sign the Contract.

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 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, anywhere in International House, nor for articles sent to International House for the resident or left after vacating the premises. You agree to abide by all security measures provided by International House. International House does not recommend or endorse any individual insurance company, but strongly encourages you to contact your insurance agent, and obtain renter's insurance if so desired, at your own expense.

You 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.

You agree 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. If any provision of this Contract shall be found to be invalid, the remaining provisions hereof shall continue in full force and effect.