

**FALL 2023 and SPRING 2024
MEMBER CONTRACT
BERKELEY STUDENT COOPERATIVE
TERMS AND CONDITIONS OF RESIDENCE**

This CONTRACT entered into this day, by and between the Berkeley Student Cooperative (BSC), and the undersigned, hereafter referred to as Member. **WITNESSETH:**

1. **MEMBERSHIP QUALIFICATIONS.** Registered students at the University of California at Berkeley and other students who meet the criteria established by the BSC Board of Directors qualify for current membership in the BSC. In order to remain eligible for current membership in the BSC, a person must either remain in compliance with criteria defined by the Administrative Code (BSC Policy [I.A.Membership Eligibility Categories](#)), established by the BSC Board of Directors or submit the required forms and secure the approval of the Housing Staff and/or Administrative Committee or the BSC Board of Directors in advance of each semester of residency. Should a Member become ineligible, they shall quit the premises immediately upon the conclusion of the last semester of eligibility and may lose rights and privileges associated with membership if an appeal is not granted by the Board of Directors, Administrative Committee, or Executive Director, depending on the details of the case. It shall be the responsibility of the Member to properly cancel this agreement in anticipation of that quitting. In unusual circumstances, applicants may be required to demonstrate to the satisfaction of the Administrative Committee their ability to perform the terms and conditions of this contract. This agreement, *inter alia*, creates a tenancy within California Civil Code Section 1940(a).

2. **DESCRIPTION OF PREMISES.** In consideration of the performance of all the covenants and conditions herein, as of the effective date of residence, the BSC does hereby undertake to provide room or room and board service to Member as described below. **This Contract does not guarantee specific apartment complexes, apartments, houses, rooms, room sizes, or roommates, and the BSC reserves the right to reassign members within the BSC, at any time during the term hereof, in order to make the most effective use of available space, or for any other reason to further the harmony, effectiveness or other organizational goals that the Board of Directors may from time to time determine. As such, Member may have exclusive or non-exclusive rights to use the apartment/bedroom they are assigned (depending on whether or not they are assigned a roommate(s)) and non-exclusive rights to use the common areas of the unit to which they are assigned.**

3. **PERIOD OF RESIDENCE.** The effective date of residence shall be the first day of the Fall semester as defined below, or the date this contract is accepted, whichever is later. This contract is for two full consecutive semesters, namely: the Fall semester commencing August 18, 2023 and ending December 16, 2023, and the Spring semester commencing January 12, 2024 and ending May 11, 2024. Contracts accepted for the Spring semester shall be for that semester only. There shall be no residence charge for the period between semesters. However, Members remaining in the units during the academic breaks are still expected to perform workshift and abide by the other obligations of membership outlined in this contract. Members not remaining in the same unit for the following semester must vacate by midnight on the last day of the semester.

4. **RESIDENCE CHARGES.** The residence charges per Member per semester are as follows:

Unit	Per Semester	Unit	Per Semester
Room & Board House	\$4,131.00	Fenwick 1-bedroom	\$4,855.00
HiP Standard Single	\$4,131.00	Fenwick 1-bedroom (shared)	\$2,915.00
HiP Deluxe Single	\$4,884.00	Fenwick 2-bedroom	\$3,726.00
Rochdale Studio	\$3,854.00	Fenwick 3-bedroom	\$3,375.00
Rochdale 2-bedroom	\$3,352.00	Fenwick 4-bedroom	\$3,105.00
Rochdale 3-bedroom	\$2,895.00	Northside Studio	\$3,874.00
Rochdale 4-bedroom	\$2,583.00	Northside 1-bedroom	\$5,138.00
		Northside 1-bedroom (shared)	\$3,089.00

Due to the decentralized nature of the organization, and the uncertainty regarding operating costs, the Board of Directors may increase semester residence charges in any amount not to exceed 10 percent of the total semester's residence charges, or may decrease the residence charges if economic conditions warrant, pursuant to law. In addition, residence charges will also include potential habitability fines assessed to Members which are used to remediate issues related to house-keeping, cleanliness and safety standards, any amount determined by the unit to pay for the reasonable value of any workshift hours not performed in accordance with this contract, utility and decentralization budget overruns, internet/telephone bills paid by the unit or the BSC, and other incidental expenses incurred by the BSC in making services or activities available to the member. Each member shall also perform any workshifts required by the unit as part of the consideration in exchange for this contract.

5. FOOD SERVICE. Food service is only available at room and board houses. Food service begins on the first day of the contract period, and ends with dinner on the last day of UC Berkeley finals for each semester. Food is typically provided for 19 meals per week, but meals and meal service may vary depending upon the majority preference and needs in each individual unit. Meal times vary at the discretion of the unit. Food Service shall not be provided during the UC Berkeley Spring and Winter academic break periods.

6. UTILITIES. Northside, Rochdale Village and Fenwick Weavers' Village Apartments: The consumption/use of gas, electricity, water, garbage, and internet is provided for by the BSC. The BSC shall pay for gas and electricity on any shared meters serving the entire complex, water, and garbage up to but not in excess of the established budgets. Apartments at Fenwick and Northside are individually metered for electricity and residents of each apartment must establish, pay, and maintain their own PG&E accounts for electricity within their own apartment. Apartments at Rochdale are on one shared meter and as such electricity within apartments is provided as part of this contract. **Room and board houses:** The consumption/use of gas, electricity, water, and garbage, and internet is provided for by the BSC. The BSC shall pay for gas, electricity, water, garbage, and internet up to but not in excess of the established budgets. **All Units:** All other utilities are not included in this contract and shall be paid by the Members. The Board of Directors distributes an allocation of funds to be controlled democratically by units. The Members of the unit are responsible for managing the budget allocated centrally by the Board of Directors and adopting reasonable unit-level energy conservation or waste reduction measures to stay within the budget. In the event that there are overages in the unit-level budget, the Members may be assessed a fee up to \$10 to collectively cover any overages in the unit budget.

7. PAYMENTS. Residence charges are due in full in advance, or by installments. All Members must pay a \$250.00 security deposit (\$175.00 for EOP students). In addition, new BSC members must pay a non-refundable membership fee upon entrance. The first payment, equal to one-third of the charges for the Fall semester, must be returned with this contract. The remaining payments will be due on September 13, 2023 and October 11, 2023 for the Fall semester AND November 29, 2023, January 31, 2024 and February 28, 2024 for the Spring semester. Members accepting contracts for only the Spring semester must submit the first Spring payment with their signed contract. Residence charges become delinquent if not paid on or before the due date. A \$20.00 service charge shall be assessed immediately for each delinquent payment with an additional \$40.00 late charge assessed against any account remaining in arrears two weeks after the payment due date. Delinquent payments shall bear interest at the rate of 12.0% per annum on any remaining balance. **The Member will be assessed a returned payment fee in the amount BSC is charged by its bank in the event any check or other form of payment is returned for lack of sufficient funds, a stop payment, or any other reason.** Member agrees that this amount represents a fair and reasonable estimate of costs incurred by the BSC in this instance. Member also agrees that, in the case of default in the payment of any said installments, the entire unpaid balance of said residence charges noted above shall, at the option of the BSC, be due and payable, of which election notice is expressly waived.

8. BREACH OF CONTRACT. The BSC incurs administrative expenses in the event the Member breaches their contract. These administrative expenses include, but are not limited to, advertising for replacements, locating and contacting replacements, determining and computing the Member's prorated residence charges, and collecting any amounts due or refunding any credit balances. The parties agree that it is impractical and extremely difficult to specify the actual amount of damage. However, the Member and the BSC agree that \$150.00 is a reasonable approximation of the damages. **Liquidated damages in the amount of \$150.00 will therefore be charged to the Member who breaches this contract.** Payment of such liquidated damages shall be in addition to the requirement of the Member to fully perform their obligations under this contract, including the obligation to make any and all payments specified by its terms, until the BSC finds an acceptable substitute to assume this contract and releases the Member from this contract. In the event of breach by Member, the BSC may require full payment of all sums due under this contract upon notice to Member of said balance.

9. CANCELLATION OF CONTRACT. In the event either party refuses to take up this contract upon the starting of the term except as otherwise provided herein, such party shall be liable for any reasonable damages proximately caused thereby. This

contract may be canceled by either party without penalty by giving **written notice on or before July 5, 2023**. This contract may be canceled by either party for the Spring 2024 semester without penalty by giving **written notice on or before October 11, 2023**. Cancellation or quitting by Member after these dates will be considered breach by Member according to Article 8. **Such cancellation or quitting shall not relieve Member of liability for residence charges, nor shall it relieve Member of liability for all other amounts due under this CONTRACT.**

If the BSC is unable to deliver possession of premises at the commencement hereof, the BSC shall not be liable for damage in excess of the BSC per diem rate. This agreement shall be voidable at the sole selection of Member, and Member shall not be liable for any residence charges until possession is delivered.

In the event a Member quits the premises before the term is up, the BSC is expressly authorized to re-enter the room for the purpose of re-letting. Upon written notice of such cancellation, the BSC agrees to make all reasonable efforts to replace the Member and reduce the Member's charges accordingly. Members who cancel or quit after the deadline are placed on a list, (the Replacement List), in the chronological order in which notice is received. When a new applicant signs a contract with the BSC, such new applicant shall be deemed to replace the next Member on the Replacement List, regardless of the premises to which such new applicant is assigned. Cancellation is a firm commitment to leave and the BSC is hereby authorized to assign another applicant to Member's apartment/room and move Member elsewhere until released from their contract. Member may alternatively be replaced by finding their own replacement, provided the replacement is not a returning BSC Member or already on the BSC waiting list for the given term. (Note: This replacement may not necessarily be assigned to the same unit/apartment/room as the canceling member).

10. SECURITY DEPOSIT. If a Member satisfactorily fulfills the terms and conditions of this contract, the balance of the security deposit will be refunded after the last semester of residence and after all outstanding bills are determined and paid, as provided by law. It is the Member's responsibility to notify the BSC of their last semester of residence in order to facilitate the return of Member's deposit. In addition, Member agrees to compensate the BSC on demand for any expense or damage caused by Member's willful abuse or neglect or failure to exercise reasonable care; or alternatively, the BSC may allow Member to clean and/or repair said premises, subject to the BSC's reasonable satisfaction. Member understands and agrees that Member is liable for any damage beyond normal wear and tear, whether done intentionally, negligently or accidentally. At the termination of residency, Member agrees that the premises may be reasonably cleaned, and repaired by the BSC at cost to Member, and the BSC agrees to refund to Member that portion of the deposit which exceeds the Member's obligation for reasonable cleaning and/or repair, willful abuse or negligence, and unpaid residence charges as outlined in Article 4. The BSC will give notice of an inspection with rights to cure defects when applicable and as required by law. The BSC will return the deposit within 21 days or provide an itemized statement of charges. Member understands and agrees that the BSC will attempt to return any remaining security deposit to the Member at the Member's forwarding address, and the Member may receive the full amount of the remaining security deposit or elect to donate all or part of the remaining security deposit to the BSC or direct that all or part of the remaining security deposit be applied to the cost of a membership in the BSC Alumni Association. Member understands and agrees that if the Member does not reply to the BSC's written communications attempting to return the Member's deposit to the Member's forwarding address within four years of the termination of residency, then the BSC will cease attempts to return the deposit to the Member and will treat the deposit as a donation by the Member to the BSC and the deposit will become property of the BSC.

11. E-MAIL AS OFFICIAL COMMUNICATION WITH MEMBER. It is the responsibility of the Member to provide the BSC with a current, valid email address. Member agrees to immediately notify the BSC of any change in email address and to regularly monitor their account to ensure they are receiving communications from the BSC. Communications sent to the Member provided email address are the BSC's sole, official means of communication with the Member, unless alternate modes of communication are required by law. The BSC expects that such communications will be received and read in a timely fashion. Member is responsible for all information, including attachments, sent to them via their provided email address. If a Member chooses to forward their email address, they are responsible for all information, including attachments, sent to any other email address.

12. DEFAULT/FAILURE TO PAY RESIDENCE CHARGES AND/OR PERFORM COVENANT. In the event a Member fails to pay residence charges (as defined in Article 4) when due, or other amounts owing, or fails to render any performance required of the Member on demand under this contract, the BSC may serve a Notice to Pay, Perform Covenant, or Quit, as appropriate, as provided by California law. Member shall thereupon pay the amounts owing, perform the covenants required or peaceably surrender the premises. Should the Member choose to quit the premises, the provisions of Articles 8, 9 and 10 shall apply. Liability for any residence charges under this contract shall be individual only. In the event this agreement is an extension or renewal of a prior agreement and Member is, for any reason, in default under such prior agreement, such default shall be deemed a default under this agreement and the BSC may exercise its remedies hereunder.

13. TERMINATION OF CONTRACT BY THE BSC. 15-day notice of pending membership and contract termination will be

provided by the BSC. The Member shall have an opportunity to appeal the termination not less than five days before the effective date of termination. The BSC may terminate this contract under the following circumstances:

- A) Failure of the Member to meet any of the membership qualifications or obligations placed upon them by this contract, the BSC By-Laws, the Administrative Code, Policy Directory, the BSC Articles of Incorporation, or the Constitution and By-Laws of their respective unit subject to the procedures prescribed by the By-Laws of the BSC. Such failure will be considered breach by Member and disposition of the Member's deposit will be according to Articles 8 and 10.
- B) Failure of the Member to meet any of the membership qualifications or obligations, including monies owed, placed upon them during any previous contract period by that contract, the BSC By-Laws, the Administrative Code, Policy Directory, the BSC Articles of Incorporation, or the Constitution and By-Laws of their respective unit subject to the procedures prescribed by the By-Laws of the BSC. Such failure will be considered breach by Member and disposition of Member's deposit will be according to Articles 8 and 10.
- C) When a contract holder or applicant does not claim their reservation by Sunday of the first week of the semester or notify the BSC office prior to the date of the late arrival, the BSC shall consider the contract holder to be in breach of this contract according to Article 8 as of the following Friday.
- D) If a Member with a reservation for the following semester leaves a balance owing on the last day of the semester, their contract for the following semester may be terminated. Such failure to pay shall be considered breach and disposition of the Member's deposit will be according to Articles 8 and 10.
- E) If, in the opinion of the BSC Executive Director, BSC President, and their Unit Manager/President, the Member constitutes a nuisance because, following written notice to cease, they have destroyed the peace and quiet of other tenants by being an immediate danger to the safety of other BSC Members or themselves. A 3-Day Notice to Quit will be immediately served in this circumstance and the Member will be expected to vacate the premises prior to the expiration of the 3-Day Notice and refrain from visiting any BSC properties. However, the Member will still be afforded the opportunity to appeal the termination as outlined above. Member shall be considered to be in breach of this contract and disposition of the Member's deposit will be according to Article 8 and 10. In the event the Member's appeal is granted and termination overturned (and only in this event) the Member may return and resume residing and/or boarding at the BSC.

14. TERMINATION OF CONTRACT BY MEMBER. Upon request of the Member, the Administrative Committee shall terminate the Member's contract without liquidated damages or other penalty except as provided in Article 10 for the following reasons, provided, however, Members do not delay in notifying the BSC:

- A) If the Member is forced to leave the BSC due to non-acceptance by the University or withdrawal enforced upon the Member by the University.
- B) If the Member is forced to leave the BSC due to illness sufficiently severe to require withdrawal from the University.
- C) If the Member is involuntarily inducted into active military service.
- D) If the Member is forced to leave the BSC due to unforeseeable absolute economic hardship or family crisis as judged by the Administrative Committee.
- E) If the Member is forced to leave the BSC due to circumstances entirely beyond their control, as judged by the Administrative Committee.
- F) Death of the member.

15. TERMINATION AND SURRENDER. At the end of the term of residence, Member shall peaceably leave and surrender the premises. Upon failure to surrender the premises, Member shall be liable for damages at the per diem rate of the expired contract and any and all other damages caused by the Member's action.

16. CONDITION OF HABITABILITY. This contract is expressly conditioned upon the continued habitability of the premises. The BSC agrees to place the premises in good repair before Member begins occupancy, and to keep such premises in good repair during the term of residence. Member agrees to use reasonable care in use of the apartment/room and premises, to keep the apartment/room and premises clean and free of obstructions, dirt, trash, filth, or safety hazards. Member agrees to cooperate with other Members of the apartment/unit with regards to house-keeping to ensure that the unit is kept clean, safe and habitable as outlined in the BSC Habitability Code. Failure to do so may result in additional residence charges as outlined in Article 4. Member is individually responsible for loss or damage and habitability conditions to their rooms, and Members of an apartment/unit are jointly responsible for loss or damage and habitability condition to the common areas. Member agrees to leave the apartment/room and premises in good condition. If, through any natural or extraordinary force, the premises are damaged or made uninhabitable as defined in the BSC Habitability Policy, at the option of either party, the contract shall be terminated without penalty; provided

however that the Member shall give the BSC reasonable and adequate opportunity to repair said damage or provide an alternative habitable space subject to availability before terminating their contract. The Member agrees to indemnify and hold BSC, its agents and employees, harmless and in no way accountable for any property damage or personal injury suffered as the result of natural, extraordinary, or other forces outside the control of BSC.

17. **ALTERATIONS.** Member may make no alterations or modification in the physical structure of the premises. Member may, however, make changes in decorations. Member may paint at their own expense; provided however, the Member secures the BSC's or their unit Council's express approval in advance. Member agrees to compensate the BSC on demand for any expenses or damage caused by Member's willful abuse or neglect or failure to use reasonable care; or alternatively, BSC may allow the Member to clean and/or repair said premises, subject to the BSC's reasonable satisfaction. At the termination of painting, Member agrees that the premises may be reasonably cleaned and/or repaired at cost to Member. BSC agrees to refund that portion of the Member's deposit that exceeds the Member's obligation for reasonable cleaning and/or repair. The premises are equipped with functioning smoke and carbon monoxide detectors. Member will be responsible for regularly testing battery operated devices and reporting any problems, maintenance, or needs for repair to their unit-level manager. Member agrees not to remove the batteries from or otherwise disable any smoke detectors or other life safety equipment.

18. **INVENTORY CONDITION.** Each Member is entitled to the following furniture in their room: one bed frame, one mattress, one dresser, one desk, and one chair. Member acknowledges receipt in good condition. If said inventory is incorrect in any particular, a statement of objections or defects shall be delivered to the BSC within three (3) days after the first day of the contract period; otherwise it shall be conclusively presumed that the inventory is correct in all particulars. At the end of the term of residence or otherwise upon vacating, the Member shall be responsible for restoration of premises to the same condition as at the beginning of occupancy.

19. **LIABILITY FOR THEFT & INJURY.** Member is advised the BSC does not provide any insurance with respect to Member or Member's personal property. Member is individually responsible for securing their room, and Members of an apartment/unit are jointly responsible for securing all doors and windows to lower the risk of loss of personal property. Members of an apartment/unit are jointly responsible for developing guest screening and security policies to lower the risk of unwelcome trespass, theft, and injury. Member is advised to consider the purchase of suitable insurance for Member's protection. Member agrees to indemnify and hold BSC, its agents and employees, harmless and in no way accountable for any damage or injury to Member, or any other person, or for the loss, theft or damage to any property occurring on the premises or any part thereof, including common areas, except to the extent damage resulted from the gross negligence or willful misconduct of BSC. Member agrees that the BSC will not compensate them for any damage or injury to Member, or any other person, occurring on the premises of any part thereof, including common areas, unless demonstrably caused by the BSC.

20. **ACCESS TO MEMBER'S ROOM.** The BSC may enter the Member's room/apartment in order to place a new member in the room/apartment, provided the remaining Members of the room/apartment have been made aware of any vacancy. The BSC may make any reasonable health, safety, or maintenance inspection of the Member's room with the consent of the Member, or with twenty-four (24) hour written notice in advance to the Member. Such inspection shall be made at reasonable times and in no event prior to twelve noon on weekends. In the case of an emergency the BSC may enter the Member's room at any time without the consent or approval or notice to the Member.

21. **MEMBER'S RIGHTS.** Each Member shall have the following rights:

- A) To attend all meetings and have the same right to speak as Directors except during executive session
- B) To cast one vote at all Membership Meetings and polls.
- C) To make and second resolutions, motions, or approvals at meetings and
- D) To reside at or use the facilities of the corporation to which the Member has been assigned.
- E) To raise grievances and appeal decisions made by other organizational authorities to the Board of Directors.

22. **MEMBERSHIP REQUIREMENTS.** Membership in the BSC requires current residence or boarding at the BSC. A contract holder's failure to claim their reservation at the BSC prevents the contract holder from claiming membership in the BSC.

23. **WORKSHIFT REQUIREMENTS.** Each Member is obligated to perform faithfully and as efficiently as possible all work assigned under the workshift system as part of the consideration in exchange for this contract. Any work performed under the workshift system shall be considered an obligation of membership inherent in cooperative living. Failure to perform workshift shall be grounds for termination of membership under Article 13, and a breach of contract by Member according to Article 8.

Member agrees to pay the unit for the reasonable value of any workshift hours not performed as outlined in BSC and unit-level Workshift Policies.

24. **RULES.** It is expected that the Member shall acquaint themselves with, and abide by, all rules and regulations of the BSC, including, but not limited to the agreements and conditions of this contract, the BSC By-Laws, Administrative Code, and Policy Directory, and the rules and regulations of the Member's unit. In accordance with the By-Laws and Administrative Code of the BSC, the BSC may consider Member's failure to comply with the aforementioned rules and regulations to be grounds for termination of membership under Article 13, and a breach of contract by Member according to Article 8. Such rules and regulations are on hand, and may be examined at the BSC Office, as well as on the BSC website. The BSC shall not be responsible to the Member for violation or non-performance by any other Member of any such rules. Failure, willful or otherwise, by the BSC to enforce any rule shall not be a waiver of its right to subsequently enforce such rules.

A) Non-transferability (subletting). This contract is NON-TRANSFERABLE and may not be sold, transferred or assigned in whole or in part. Violation of the covenant shall be considered breach by Member according to Article 8.

B) Guests. The BSC Guest Policy allows members to host a guest for up to 7 days (consecutive or non-consecutive) with roommate's permission, and up to an additional 7 days with unit council approval. Members violating this covenant by allowing guest(s) to stay beyond these time limits shall be considered in breach of contract according to Article 8.

C) Pets. Dogs, cats, and other warm-blooded animals are prohibited with the exception of service and assistance animals approved by the Housing Department. Violation of this provision will be considered breach by Member according to Article 8 of the contract, will require immediate removal of the pet, and may result in membership termination.

D) Peace and Quiet. Member agrees not to make any excess noise or create any nuisance such as will disturb the peace and quiet of other Members or neighbors.

E) Vacancies. If a vacancy occurs in a room, unit, or apartment, the remaining Member(s) agree(s) to accept a new occupant to fill the existing vacancy. Behavior that discriminates against a newly assigned or prospective occupant will be considered grounds for termination of this contract.

F) Use. Member agrees that the premises shall be used exclusively for residential purposes save to the extent that Member may conduct a trade or business customarily carried on in or from the home, subject to any applicable zoning ordinances or regulations of the appropriate municipality. If member use the Premises for purposes other than as a residence, member shall comply with all laws, regulations or requirements that may apply to any non-residential use of the Premises and, at member's sole cost and expense, shall obtain any and all licenses, permits, and approvals of governmental authorities required in order to lawfully to conduct member's business, if any.

G) Dangerous Materials. The possession of firearms, volatile solutions, explosives, fireworks, or other dangerous weapons or materials is strictly prohibited in or on the premises.

H) Bicycles and Motorcycles. Motorbikes and motorcycles are not permitted inside the unit. Bicycles may not be kept in stairways, hallways, entryways or other public areas that are not designated for bicycle storage.

I) Neighbor and Community Relations. Each Member is obligated to respect all rights of neighbors and to protect the organization from public censure arising out of individual or group conduct which may be construed as representative of the organization.

J) Unlawful Activities. Member agrees not to use the premises or any part thereof for the conduct of unlawful activities.

K) General Conduct. The BSC has specific policies governing conduct in the units, including, but not limited to, assault, harassment, sexual harassment, host, alcohol, party substance abuse, and law enforcement non-collaboration policies.

Member agrees to read and abide by these policies. Failure to follow BSC conduct policies will lead to a range of sanctions up to and including termination of this contract and BSC membership.

25. **SMOKING AND SUBSTANCE USE.** Smoking is prohibited in Member's unit (i.e. bedroom) and all common areas of the multi-unit residence. It is a violation for Member, or any other person subject to the control of the Member or present by invitation or permission of the Member, to engage in smoking in the Member's unit or any common area of the multi-unit residence. This smoking prohibition is a material term of this contract and failure to abide by this covenant may result in membership termination and may be considered a breach of contract by Member according to Article 8. For purposes of this Article, the terms "smoke", "unit", "common area", and "multi-unit residence" are as defined in the Berkeley Municipal Code, Chapter 12.70. The use of cannabis or any other substance by a person for whom using cannabis or any other substance is not a crime under California law shall not constitute smoking or a violation of BSC Policy in a unit of a multi-unit residence. Members may be found in violation of the BSC Substance Abuse Policy if found responsible by organizational authorities like the Conduct Committee and may face applicable consequences, up to and including membership termination, after an internal investigation conducted by designated organizational authorities like the Conduct Committee. BSC Substance Abuse Policy defines "substance abuse" as the following:

a maladaptive pattern of substance use that has negative individual, unit, and community repercussions. At the

individual level, the substance abuser may fail to meet work, home, or school responsibilities, may engage in behaviors that jeopardize their own safety or the safety of others, and may experience legal, social, or interpersonal problems. At the unit level, an individual may fail to complete workshifts or other unit obligations, may fail to meet reasonable roommate expectations, and may invite outsiders with undesirable conduct into the unit. At the community level, a substance abuser may engage in activities that adversely affect community and university relations, contribute to increased rates, or otherwise jeopardizes the BSC Mission statement.

Unauthorized or unwelcome distribution of illicit substances to others is a violation of BSC policies and may constitute a violation of the law.

Member is responsible for complying with California and federal law pertaining to substance use and accepts the risks associated with not acting in accordance with the law. Member agrees to indemnify and hold BSC, its agents and employees, harmless and in no way accountable for any damage or injury to oneself, or any other person, or for the loss, or damage to any personal property occurring on the premises or any part thereof, including common areas, as the result of smoking, substance use causing irreconcilable nuisance, or illicit substance distribution.

26. INTERPRETATION OF CONTRACT. This instrument shall constitute the sole agreement between the Member and the BSC. Interpretation of this contract shall be the responsibility of the Administrative Committee, which has been delegated and assigned by the Board of Directors to interpret this contract and make reasonable exceptions to BSC Policies. The Administrative Committee is responsible for processing appeals of Members regarding interpretations of this contract, payment of bills, delinquencies, fines, request for refunds, and for interpreting the Administrative Code. Actions by the Administrative Committee are subject to approval by, and may be appealable to, the Board of Directors and/or committees established by the Board of Directors to hear such interpretations/appeals. If any section or part of this agreement is deemed illegal or inoperative by operation of law, all other provisions of this agreement shall remain in full force and effect.

27. CHANGES IN CONTRACT. The BSC and Member agree that no modification or changes may be accomplished without the written consent of both parties, except as provided herein. Member agrees to adhere to these conditions.

28. LEGAL PROCEEDINGS AND COLLECTION FEES. If the BSC is required to serve any notices requiring compliance with any of the terms of this agreement, the BSC may charge the Member's account for any expenses the BSC incurs. In any other action or legal proceeding to enforce any part of this agreement, each party will be responsible for their own attorney's fees and court costs, subject to any local ordinances that may apply. Member is advised that a negative credit report reflecting on their credit record may be submitted to a credit reporting agency for failure to fulfill the obligations under the terms of this agreement. If the BSC is required to use the services of an outside agency in collecting monies owed by the Member, the cost of collection shall be charged to the Member.

I HEREBY SWEAR AND AFFIRM THAT I AM A REGISTERED STUDENT AT THE UNIVERSITY OF CALIFORNIA AT BERKELEY, THAT I MEET THE CRITERIA ESTABLISHED BY THE BSC BOARD OF DIRECTORS FOR OTHER STUDENTS, **OR** THAT MY ELIGIBILITY HAS BEEN APPROVED BY THE ADMINISTRATIVE COMMITTEE OR THE BSC BOARD OF DIRECTORS. This CONTRACT is expressly conditioned upon the truth of this statement. I authorize the University of California (or my alternate academic institution) to release any and all information required to verify such status upon the request of the BSC. I understand that if any part of this statement or the information I provide herein is found to be false, I shall be considered in breach of this CONTRACT according to Article 8. I hereby affirm that I have never left the BSC in bad standing or, if so, my eligibility to return has been approved by the Administrative Committee. I accept this CONTRACT and agree to abide by the covenants herein. I acknowledge receipt of a copy of this CONTRACT and further understand that this CONTRACT may be cancelled without penalty by giving **written notice to the BSC Central Office as outlined in Article 9.**

All communications from the Member to the BSC regarding this contract or any condition herein, including its cancellation or payment of residence charges, must be presented in writing to the BSC Central Office at 2424 Ridge Road, Berkeley, California 94709. **The Member is responsible for ensuring that all such communications are received by the BSC Central Office on time.**

CONTRACT: NOTICES, DISCLOSURES, AND ADDITIONAL WAIVERS

General liability waiver. Unless the BSC is demonstrably and directly responsible for gross negligence, recklessness, intentional torts, or illegal acts, you forever release the BSC and its affiliates, and their respective directors, officers, employees, volunteers,

agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that you, your assignees, heirs, distributees, guardians, next of kin, spouse, and legal representatives now have, or may have in the future, for injury, death, property damage, intellectual property misuse, related to your stay at facilities operated by the BSC. Your assignees, heirs, distributees, guardians, next of kin, spouse, and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by this release.

Mold. Mold is a naturally occurring organism that feeds on organic matter. When items covered with mold are disturbed, mold spores may be released and may cause some people to experience negative health effects. The premises to which you have been assigned should be free of any mold, mildew, standing water or excessive moisture. If upon entering your assigned premises for the first time you discover mold, mildew, moisture or standing water, you are required to notify one of your unit level managers immediately so that the BSC can assess the situation and take appropriate action to clean the premises. You agree that in using the room assigned to you by the unit during the term of this contract, you will maintain the assigned room, and any commonly shared areas of the premises or unit, in a clean manner to inhibit the growth of mold. Maintaining the cleanliness and dryness of your premises includes, but is not limited to, regularly cleaning, especially sink and shower areas, and promptly removing all trash; preventing water from entering your premises by closing windows during adverse weather events and promptly drying any puddles or areas of dampness; and maintaining air circulation within your premises by keeping wall coverings to a minimum and running fans or opening windows when weather permits. You agree to indemnify and hold BSC, its agents and employees, harmless and in no way accountable for any damage or injury to oneself, or any other person, or for the loss, or damage to any property occurring on the premises or any part thereof, including common areas, as the result of mold.

Lead paint and asbestos. The State of California, as well as federal agencies have identified a number of materials and/or chemicals known or thought to cause adverse health effects when people are exposed to them. Members acknowledge the mere presence of asbestos or lead paint in a facility is not innately hazardous nor correlated to adverse health effects. Asbestos is a material that was common in many building products used in structures built prior to 1981, which includes many student housing facilities. Additionally, housing facilities built prior to 1978 may contain lead paint and specific disclosure will be provided to members as soon as lead-based paints are found. Members agree to be individually responsible for accepting the innate risks associated with staying in housing facilities built prior to 1981, a fact which is applicable to all facilities in the BSC. The BSC tests for and abates asbestos, lead paint and other hazardous materials as part of any renovation project that will disturb these materials. The BSC commits to reliable, professional, and effective renovation. Otherwise, the BSC follows a practice of maintaining such materials in place as asbestos and other hazardous materials are extremely unlikely to cause adverse health effects unless disturbed. If asbestos or other hazardous materials are discovered in BSC, Members will be promptly notified by the BSC in accordance with applicable laws, regulations, and policies. The premises to which you have been assigned should be in good condition and repair. In the event that there is damage or other maintenance problems at the time you move into the premises, you are required to notify one of your unit level managers immediately so that the BSC can assess the situation and take appropriate action to repair any damage or perform any required maintenance. During your period of contract for use of the BSC facility, it is your responsibility to not damage the premises, including peeling or chipping the paint, ceiling, or floor tiles, and to immediately report any instance of damage. You must not make any alterations to the premises, including but not limited to: peeling or chipping lead-based paint, drilling or puncturing holes in the floors, walls or ceilings, changing light fixtures or otherwise disturbing the walls, floors and ceilings. Any of these aforementioned actions listed in the aforementioned sentence may increase the risk of making existing asbestos or lead paint harmful and may endanger the health of you and other Members. You agree to indemnify and hold BSC, its agents and employees, harmless and in no way accountable for any damage or injury to oneself, or any other person, or for the loss, or damage to any property occurring on the premises or any part thereof, including common areas, as the result of members exposure to lead paint or other hazardous materials.

By executing this Agreement, Member agrees that member has been provided access to a copy of an EPA-approved pamphlet entitled "Protect Your Family from Lead in Your Home": <https://www.epa.gov/sites/default/files/2020-04/documents/lead-in-your-home-portrait-bw-2020-508.pdf>.

Pest Control. The BSC contracts with a pest control company for the prevention and removal of common residential pests. A copy of the notice by the pest control company is available through the Central Office. Please ask your maintenance manager if you wish to review a copy of this notice. Please assist the BSC in minimizing pest problems by maintaining your assigned apartment/room and other spaces in a clean manner. You agree that you will properly store any food and dispose of any food containers and other items, and you agree that you will promptly remove trash. You agree to indemnify and hold BSC, its agents and employees, harmless and in no way accountable for any damage or injury to oneself, or any other person, or for the loss, or damage to any property occurring on the premises or any part thereof, including common areas, as the result actions of individual Members leading to the presence of pests, including but not limited to cockroaches, rates, and bedbugs.

Bed Bugs. Bed bugs are a growing concern across the nation and are becoming a significant issue in multi-unit dwellings, such as apartment complexes, hotels, dormitories, and student housing cooperatives. Your cooperation in the prevention, detection, and treatment of bed bugs is critical for the prevention and control of bed bugs.

Prevention: To reduce the risk of bed bugs, your responsibilities include, but are not limited to: regularly cleaning your assigned room and promptly removing trash; ensuring that any furniture or bedding brought into your assigned room or apartment is free of bed bugs; and preventing the introduction of bed bugs into your unit by ensuring that no bed bugs have “hitch-hiked” on your luggage, clothing or other belongings after trips away from home.

Cooperation: If you suspect an infestation in your unit, it is your responsibility to promptly provide notice to your House and/or Maintenance Manager. If a bed bug infestation is identified in your unit, you are responsible for complying with the inspection and treatment preparation and follow-up procedures required by the pest control operator used by the BSC as well as providing them with information necessary for the detection and control of bed bugs.

Bed Bug Information: Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

Bed bugs can survive for months without feeding.

Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

If during your use of the BSC facility, you discover potentially hazardous materials in your premises, or you cause or discover any damage to the premises, or if you believe there is a pest problem, you agree that you will immediately contact one of your unit level managers so that the BSC can assess the situation and respond appropriately.

Sex offender registry notice

Civil Code Section 2079.10a requires the BSC to issue this notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides

Disease

During your use of the BSC facility, you may come into contact with a range of diseases associated with food distribution, close contact with other Members, or other activities conducted at facilities operated by the BSC. You may also come into contact with a range of contagious diseases brought in by Members who conduct activities outside of facilities operated by the BSC. While the BSC aims to provide professional assistance when deemed necessary for the furtherance of safety, harmony, effectiveness or other organizational goals that the Board of Directors may from time to time determine, you are ultimately responsible for managing any health conditions which may be exacerbated by exposure to disease. In the interest of preserving life and reducing harm, members in apartments/units are jointly responsible for following health, safety, and habitability guidelines, policies, regulations, and laws prescribed by this contract or local, state, and federal agencies. You agree to indemnify and hold BSC, its agents and employees, harmless and in no way accountable for any damage or injury to oneself, or any other person, or for the loss, or damage to any property occurring on the premises or any part thereof, including common areas, as the result of spread or exacerbation of diseases.

Acts of God

During your use of the BSC facility, you may come into contact or be adversely affected by a range of disasters and disaster-associated causes or effects for which no person or organization could foresee (also known as "Acts of God"). While the BSC is responsible for providing reasonable care to prevent and remediate any conditions associated with foreseeable disasters their causes and effects, you agree to indemnify and hold BSC, its agents and employees, harmless and in no way accountable for any damage or injury to oneself, or any other person, or for the loss, or damage to any property occurring on the premises or any part thereof, including common areas, associated with Acts of God.

Notice of Tenant Protection Ordinance

In March 2017, the City Council adopted the Tenant Protection Ordinance, to prohibit illegal evictions through the use of fraudulent and/or misleading representations, intimidating conduct, and coercive conduct.

Among other things, the Tenant Protection Ordinance prohibits conduct that may coerce a tenant to vacate a rental unit involuntarily. The following is only a summary of the illegal conduct; for a complete list, you are advised to review the attached copy of the Tenant Protection Ordinance, or review Berkeley Municipal Code 13.79.060.

Landlords must not, in bad faith, engage in any of the following conduct:

- Lies, threats, or use of violence to induce a Tenant to move.
- Threats regarding immigration status.
- Disruption of services to the rental unit.
- Interference with the right of privacy, including inquiries about immigration status.
- Abuse of the right of access to the rental unit.
- Exploitation of disabilities or other traits of the Tenant.
- Failure to perform and complete repairs in a timely and professional manner.
- Threats not to perform repairs and maintenance.
- Failure to accept or acknowledge receipt of a Tenant's rent, or to promptly deposit the rent, or to refuse to provide a receipt.
- Violations of the Tenant Buyout Ordinance (B.M.C.13.79.050)
- Engagement of any Tenant in any form of human trafficking as a condition of that Tenant's continued occupancy of a Rental Unit.

Note: A tenant aggrieved by violations of the Tenant Protection Ordinance may bring a civil action in court against the landlord. Violators may be held liable for damages (including emotional distress, and an additional penalty of up to \$5,000 for each violation against any person who is disabled or age sixty-five or over), court costs, and attorney's fees. For violations related to repairs, Tenants must first provide fifteen days' notice of the violations (see B.M.C. 13.79.060.E.2).

The City, or the Rent Board at the City's behest, may also file a civil action to enforce the Tenant Protection Ordinance.

If you are experiencing any of the conduct detailed above, you may contact the Rent Board for more information, at (510) 981- 7368 or rent@cityofberkeley.info.

This disclosure notice is required to be provided at the inception of any tenancy beginning after April 2017, and must be included with any eviction notice. Failure to include this notice is a defense to unlawful detainer (eviction).

2125 Milvia Street, Berkeley, California 94704
TEL: (510) 981-7368 (981-RENT) TDD: (510)981-6903 FAX: (510)981-4910
E-MAIL: rent@cityofberkeley.info INTERNET: www.cityofberkeley.info/rent

If you are signing a contract for a unit which has an addendum (African-American Theme House, Casa Zimbabwe, Cloyne Court, The Convent, Kingman), you agree to abide by the terms and conditions of the addendum and that the addendum is a legally binding supplement of this contract. All contract addenda are linked below and are on the BSC website at www.bsc.coop.

**[AFRICAN AMERICAN THEME HOUSE ADDENDUM](#)
[and CONTRACT ESSAY information](#)**

CASA ZIMBABWE CONTRACT ADDENDUM
SOCIAL CONTRACT FOR ROOF USE

CLOYNE COURT CONTRACT ADDENDUM

CONVENT CONTRACT ADDENDUM

CONTRACT ADDENDUM
THE KINGMAN ROOF DECK