

**University of California  
Department of Animal Science  
Barn Residency Program Housing Contract**

**PART 1 – DECLARATIONS**

1. **PARTIES:** This CONTRACT is between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a corporation, hereinafter referred to as “the University”, and \_\_\_\_\_, hereinafter referred to as “Student”.
2. **TERMS:**
  - a. **CONTRACT TERM:** The term of this contract shall be for the academic year beginning **September 19, 2022** through **June 15, 2023 (“the Contract term”)**.
  - b. **CONTRACT TERM EXTENSION:** The term of this contract may be extended over the summer beginning **June 16, 2023**. The extended term date is at the discretion of the University, but may be informed by each student’s individual situation, and must be agreed upon in writing by both parties.
  - c. **COST:** As part of their participation in the Barn Residency Program, the Student is provided housing at no cost to the Student.
3. **THE UNIVERSITY SHALL:**
  - a. Provide the Student a housing in one of the barn residences, including the Beef Barn, Dairy Barn, Feedlot, Feed Mill, Goat Barn, Avian Facility, Horse Barn, Sheep Barn, and Swine Barn, unless the Student requires alternative housing. The University reserves the right to provide single rooms for double occupancy and shared bathroom facilities, which may be shared with other student residents and staff members. Room furnishings may include a bed frame, mattress, and dresser.
  - b. Provide the Student with educational experience in the care and management of animals.
  - c. Provide internet connection in each room, and maintain the inside wiring and connection in good working order.
4. **THE STUDENT SHALL:**
  - a. Be entitled to participate in the Barn Residency Program so long as the Student is a registered student at the University of California, Davis. Unless an exception is granted, the Student must be a full-time registered student making satisfactory academic progress as defined by the Office of the University Registrar and must be enrolled in at least 12 units per quarter. The Student must be in good academic standing.
  - b. Use the housing only as a personal residence. Operating a home business is prohibited. This includes, but is not limited to, renting out the unit or a portion of the unit as a vacation rental and operating microenterprise home kitchens.

- c. Maintain the space in a clean and orderly condition throughout the contract term. Leave the space in a clean and orderly condition at the termination of this contract.

**5. IT IS FURTHER AGREED THAT:**

- a. The Student must abide by the terms of this contract and University policies and regulations. The University may take appropriate action, including termination of this contract, for breach of the contract terms. A breach of this contract includes, but it not limited to, the following:
  - i. Failure to comply with the *Animal Science Department Barn Residence Program Guidelines*, and the University's policies and regulations, which are incorporated herein by reference.
  - ii. Conduct determined by the University to be detrimental to the Student and/or the welfare of other residents, staff, or animals.
- b. In addition to any other remedies, which may be available to the University, a student's breach may result in exclusion from specified animal facilities, referral to the Office of Student Support and Judicial Affairs and/or the imposition of University sanctions, including fines and administrative restrictions on future registration or graduation.
- c. Each Student's Aggie Access and/or key for animal facility entry is for the exclusive use of the Student to whom it has been issued and is not transferable.
- d. The University shall not be liable for any loss, damage, or destruction of personal property kept in the housing, unless it is due to the University's negligent or intentional acts or omissions. Further, the University shall not be liable for injuries, loss or damage, including death, due to the Student's use of the housing, except for such injuries, loss, or damage caused by the University's negligent or intentional acts or omissions.
- e. The University does not guarantee specific barns, rooms, or roommates. The University reserves the right to assign and/or reassign the Student to any barn, room, or roommate to make space available to a student with a disability, to resolve roommate conflicts, and for any other reason, at the University's sole discretion.
- f. The Student's room may be entered as allowed by law for:
  - i. maintenance inspections and repairs during normal working hours or quarter break;
  - ii. inspection of vacant spaces/rooms in preparation for occupancy by a new resident;
  - iii. in the event of an emergency, surrender or abandonment of the room; and
  - iv. pursuant to a court order.

- g. University staff will enter rooms after providing 24-hour notification. Notice is not required in cases of building evacuation drills, emergency, surrender, abandonment or if the Student is present and consents to entry.
  - h. Any waiver or modification of the terms of this contract is invalid unless in writing and signed by the Student and an authorized representative of the Barn Residency Program-
  - i. The Student is not permitted to sublease or assign their housing at any time.
  - j. The University does not provide renter's insurance, nor does it insure against personal property that may be lost, stolen, or damaged in the housing unit. The Student is encouraged to hold renter's insurance.
6. **TERMINATION OF CONTRACT BY THE UNIVERSITY.** This contract and all rights of occupancy hereby conferred may be terminated by the University without cause upon 10 days written notice.
- a. **Emergencies.** If the University premises and/or part of a barn residence is closed due to an emergency or natural disaster, the University may terminate this contract without prior notice. In no event shall the University be obliged to provide alternate housing to the Student or to rebuild or replace the premises.
  - b. **Student Status.** If the student is dismissed, suspended, withdraws, fails to register or cancels registration, the University may terminate this contract.
  - c. **Conduct.** If the student violates the *Animal Science Department Barn Residence Program Guidelines* or the University policies, the University may terminate this contract.
7. **TERMINATION OF CONTRACT BY THE STUDENT.** If the Student wishes to terminate this contract, they must provide advance notice in accordance with paragraph b. below.
- a. **Emergencies.** If the Student is experiencing an emergency they may terminate this contract.
  - b. **Notice.** The Student must provide notice to the University at least 14 days prior to the anticipated move-out date.
8. **AVAILABILITY OF SEX OFFENDER INFORMATION.** As required by state law, the following notice is provided, "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 <http://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 [they] reside."

9. **CONDUCT.** As a member of a Barn Residency Program community, residents are expected to be considerate of the personal rights of all community members. High-density living requires personal freedom to be exercised in a manner that does not restrict the freedom of others.
- a. The Student agrees to comply with the *Animal Science Department Barn Residence Program Guidelines*, including those specifically related to conduct and behavior, as well as policies applicable to all University students.
  - b. The University may terminate this contract and/or exclude the Student from entering into future contracts if the Student demonstrates an ongoing inability to abide by the requirements and expectations for group living, or engages in conduct that is detrimental to the welfare of residents, employees, animals or physical properties of the University. The University may also restrict the Student from being present in certain areas of the Barn Residency Program.
  - c. The *Animal Science Department Barn Residence Program Guidelines* are outlined in the Barn Residency Program's application document. Reviewing these guidelines is mandatory for all residents, and each barn manager is responsible for additional clarity if necessary. While students are expected to comply with all policies, the following behaviors are prohibited and should be specifically noted:
    - i. Underage use or possession of alcohol. Providing alcohol to minors.
    - ii. Unlawful use or possession of controlled substances. Use of possession of illegal drugs in violation of University policy.
    - iii. Smoking and tobacco use are prohibited on University owned or leased property and in University vehicles.
    - iv. Possession of any explosive or hazardous materials.
    - v. Possession or use of any weapons or firearms.
    - vi. Unauthorized presence on roofs or other restricted areas.
    - vii. Unauthorized entry to or exit from facilities via window or balcony.
    - viii. Tampering with fire protection equipment or fire alarm apparatus.
    - ix. Failure to evacuate a building during a fire alarm.
    - x. Solicitation of any kind in or around animal facilities.
  - d. Student understands that changes and additions to the *Animal Science Department Barn Residence Program Guidelines* can be made up until move-in. The University will give the Student adequate notice to updated and additional changes to the aforementioned guidelines.
10. **PETS AND ANIMALS.** Pets and unauthorized animals are not permitted in the barn residences. If the Student requires an exception to this policy for a service or emotional support animal, as a reasonable accommodation for a disability, a request for an exception and supporting documentation should be sent to their Barn Manager for review.

11. **CARE OF ANIMAL FACILITIES.** The Student shall care for the housing space, and keep their room and common areas in a clean and habitable condition. The Student shall immediately report damages and/or items requiring maintenance to the Barn Manager. Any student whose actions result in damage to the property may be required to leave the Barn Residency Program and pay for the damages. Damages in the housing unit due to the Student's negligence or intentional acts or omissions are the financial responsibility of the Student.

- a. **Mold.** Mold occurs naturally in the environment and there currently exist no federal or state standards for permissible levels of mold. Residents are required to take steps to control the growth of mold and mildew by keeping the premises clean and well ventilated, particularly when showering, bathing, or washing dishes or clothes. The Student agrees to notify the Barn Manager promptly about the existence of visible mold or mildew, or water leakage or overflow in or about the premises.

Learn more by reviewing the "[Information on Dampness and Mold for Renters in California](#)" booklet that comes from the state Department of Public Health.

- b. **Furniture.** Bedroom furniture must remain in the Student's room and common area furniture must remain in the common area. Reasonable care of the rooms and common areas assures a more livable residential environment.
- c. **Fire Safety.** Rooms may be decorated; however, decorations must comply with safety regulations. Torchiere halogen lamps are prohibited as is hanging anything from a ceiling sprinkler or any other type of fire suppression equipment. Large wall hangings, such as tapestry or large posters, must be treated with flame retardant. In the event of emergencies, the emergency exit path must be accessible.
- d. **Bed Bugs:** UC Davis takes a proactive approach in addressing the issue of all types of household pests, including bed bugs. It is our goal to maintain the highest quality living environment for our residents. The Animal Science Department has no prior knowledge of a bed bug infestation. Any resident who suspects they may have bedbugs in their room is required to notify their Barn Manager to report the problem immediately. An inspection will be scheduled, and treatment will be done if bed bugs are present. Residents may be temporarily transferred to another space while their room is being treated and re-inspected. Residents will be asked to leave all belongings in the room for treatment while they are relocated. Resident owned belongings that are found to have bed bugs must be permanently removed or treated and re-inspected by a trained professional before being returned to the room.

- i. **Information about Bed Bugs** | 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.
- ii. 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.
  1. Common signs and symptoms of a possible bed bug infestation:
    - a. Small red to reddish brown decal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
    - b. Molted bed bug skins, white, sticky eggs, or empty eggshells.
    - c. Very heavily infested areas may have a characteristically sweet odor.
    - d. 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.
  2. For more information, see the Internet Web sites of the [United States Environmental Protection Agency](#) and the [National Pest Management Association](#).

## 12. BEGINNING INVENTORY.

- a. At the time the Student takes possession of the premises, the University shall provide the Student with an inventory statement. Student shall indicate on the statement the condition of the premises and their furnishings and decorations, if any. Both the Student and the University shall sign and receive an executed copy of the inventory statement within seven (7) days from the date of taking possession. When the Student returns possession of the premises to the University, they shall return the premises and the furnishings and decorations, if

any, in the same condition as when received, with the exception of reasonable use and wear.

**13. END OF TERM INSPECTION.**

- a. The University shall notify the Student in writing of the Student's option to request an inspection and of the Student's right to be present at the inspection. No earlier than two weeks before the termination or the end of the contract term, the University shall, upon the request of the Student, inspect the premises. If the Student requests an inspection, the Student and the University shall attempt to schedule the inspection at a mutually acceptable date and time. The University shall give at least 48 hours prior written notice of the date and time of the inspection, unless the Student and University agree to waive the written notice by signing a waiver. Written notice shall contain the following:

*"State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out."* If the Student does not request an inspection, the University's duties under California Civil Code Section 1950.5(f)(1) are discharged.

- i. If there was an inspection, the University shall give the Student an itemized statement specifying repairs or cleanings that are proposed to be the basis of any charges to the Student. The itemized statement shall be given to the Student and shall include language as required by Section 1950.5(f).

**14. ABANDONMENT, TERMINATION AND REMEDY IN DAMAGES.** If the Student breaches this contract and abandons the housing without giving proper notice, or if the right to possession is terminated by the University because of the Student's breach of this Contract, this contract terminates. Upon such termination, the University may recover such damages as may be provided by law. The University may reenter and take possession of the housing unit if it determines that the housing unit has been abandoned.

**15. NOISE AND DISTURBANCE.** The Student shall keep noise or interference from all instruments, radios, televisions, computers, or other amplification equipment at a level so as not to disturb other residents, and shall not permit any disturbance, noise, or other activity detrimental to the housing or to the comfort of other residents.

**16. HEALTH, SAFETY AND AESTHETICS.** The Student shall comply with all applicable University, federal, state, and local health and safety laws, ordinances, and regulations, including those of the UC Davis Fire Department. Use of candles is

prohibited. The Student shall keep any patios, balconies, corridors, interior breezeways, and common areas of the housing in a clean and orderly condition. The Student shall immediately report the existence of any unsafe or unsanitary condition to the Barn Manager. University policy prohibits the possession or storage of firearms by any person on University grounds, except with permission of University authorities. California law makes it a crime for any person to bring or possess firearms on the grounds of the University without such permission (see California Penal Code Section 626.9). Storage of any flammable or combustible liquids shall comply with all applicable health and safety laws, ordinances, regulations, and University policies, including those of the UC Davis Fire Department.

17. **ALTERATIONS AND DECORATIONS.** The Student shall make no alterations, improvements, or additions on the premises without the prior written consent of the University. The Student is responsible for the cost of the removal, by University staff, of any alterations, improvements, or additions and returning the premises to its original condition. This charge will be paid by the Student upon receipt of charges
18. **GUESTS.** The Student assumes full responsibility for the actions and/or behaviors of their guests. Guests must abide by all University policies, regulations, and Barn Residence Program Housing contract terms. Violations of these terms and/or University policies and regulations by guests may result in the permanent removal of said guest or termination of this contract. The Student shall inform the Barn Manager of all guests who enter the premises of the Barn Residency Program.
  - a. **Loss and Damage by Guest.** Upon receipt of notice of loss or damage by the Student's guest, the Student shall reimburse the UC Davis Department of Animal Science for such loss or damage. Repairs shall only be made by University personnel.
19. **LIABILITY.** The Student shall indemnify, defend and hold harmless the University, its officers, agents, and employees from and against any claims arising out of or in any way connected with this contract, including without limitation, claims for loss or damage to any property or for death or injury to any person or persons, but only in proportion to and to the extent that such claims arise from the negligent or intentional acts or omissions of the Student.

This contract refers to the publications listed below. The policies and regulations defined in these publications, which are incorporated herein by reference, govern all University students. The Student and their guests shall obey the terms, rules, policies, and regulations governing the University, as they currently exist and as they may be amended in the future.

- [UC Davis Policy and Procedure Manual](#)



- [UC Davis Policy on Student Conduct and Discipline](#)
- [Computer & Network Acceptable Use Policies](#)

**PART II - ACKNOWLEDGEMENT/ACCEPTANCE OF TERMS AND CONDITIONS OF THE BARN RESIDENCY PROGRAM HOUSING CONTRACT**

I, the undersigned, agree to accept the terms and conditions of this contract for the contract term as defined in Part 1 – Declarations.

Signature: \_\_\_\_\_ Date of Execution: \_\_\_\_\_

AGENT OF UNIVERSITY: The Department of Animal Science is authorized to manage the premises of the Barn Residency Program and is authorized to act for and on behalf of the University for the purpose of service of process and the purpose of receiving and receipting for all notices and demands. Any notice to the University hereunder shall be in writing and delivered to

Department of Animal Science | Animal Facilities Coordinator | 2251 Meyer Hall | One Shields Ave | Davis CA 95616 |  530-752-1256 | [knsmith@ucdavis.edu](mailto:knsmith@ucdavis.edu)