



CALIFORNIA STATE UNIVERSITY, STANISLAUS

HOUSING & RESIDENTIAL LIFE

2009-2010 STUDENT HOUSING LICENSE AGREEMENT

I. AGREEMENT AND FEES

A. This License Agreement is entered into between the Trustees of the California State University by California State University, Stanislaus, hereinafter called "University" and the applicant/resident hereinafter called "Licensee." This License Agreement is for an entire fee period. For the purposes of this license agreement a "Fee Period" is defined as that period of time associated with the contract term selected by the licensee as defined in section II.A. of this License.

B. In consideration for the right to be assigned a space and to occupy the Housing Facility at California State University, Stanislaus, Licensee hereby is obligated to pay fees designated in the Housing and Residential Life Payment Plan and Fee Schedules in accordance with the assigned living unit and selected dining plan.

C. Licensee understands that Licensee agrees to reside within housing facility for the entire length of contract. Priority for housing will be given to University students. The University reserves the right to house others on a space available basis.

D. **An initial deposit is due along with the completion of the online housing application.** A \$200 deposit is required for all contracts, except summer session which has a deposit of \$145. The deposits break down as follows:

- **Year-Round, Academic Year, Fall, Winter/Spring and Spring:** \$40 non-refundable processing fee, \$40 activity fee refundable upon request, \$120 refundable security deposit.
- **Summer Sessions:** \$25 non-refundable processing fee, \$120 refundable security deposit.

The security deposit shall be applied and accounted for in accordance with the provisions of California Civil Code 1950.5 and any other applicable statutes. The Licensee makes this Security Deposit against any damage, except reasonable wear, done to the premises by the Licensee, his/her family, guests, invitees, and/or agents. Licensee agrees to pay when billed the full amount of any such damage in order that the Security Deposit will remain intact. Upon termination of this License, the Security Deposit shall be refunded to the Licensee or shall be applied to any outstanding debt to Housing or the University.

E. Licensees with documentable financial hardship may request a partial or full deferment of their housing deposit. Deferment requests will not be considered unless the Licensee has a completed FAFSA for the 2009-2010 academic year on file with the University Financial Aid Office. Deferred deposits will be charged to the Licensee's financial aid award.

F. Licensees entering after the beginning of the term will be charged a pro rata fee for the balance of the fee period. All fees and the security deposit are payable in advance of the fee period, as outlined in the Housing and Residential Life Fee Schedule and Payment Guideline. All fees are subject to change.

G. All housing payments are due on the first of each month and are considered late if not received by the tenth. Licensees who are late in payment of any fees shall be assessed a late fee of \$10 per month. **As monthly housing bills are not sent to Licensees, it is the responsibility of the Licensee to see that housing and board fees are paid by the due date.**

- H. All fees are due and payable in advance. License fees may be paid in installments, provided each installment is paid in advance of the time period covered by the installment, and provided that the Licensee pays the fee of \$10 per installment. Licensees select between single payment, two (2) payment or an alternative monthly installment plan.
- I. A Licensee may defer payment of license fees if they demonstrate that they will receive federal, state or other financial aid and that such aid will be distributed to the licensee after the beginning of the fee period. Approval of deferment requests shall be subject to verification of pending aid by the University Financial Aid Office.
- J. In accordance with CA Administrative Code 668.165 Housing and Residential Life will collect room and board charges from funds disbursed in accordance with the University Financial Aid payout schedule. Licensee shall receive any remaining balance after all appropriate University and Housing charges have been paid.
- K. Licensee and University agree to adhere to the terms and conditions set forth in this Student Housing License Agreement. The terms and conditions under which a licensee occupies the Housing Facility are subject to change or modification as affected by amendment to Title 5, California Code of Regulations.
- L. Online submission of this license agreement shall constitute acceptance of the License Agreement terms and conditions by the student. This License Agreement is considered accepted by the University the date upon which the University sends out an official confirmation letter, to the Licensee. The following must take place prior to Licensee receiving a confirmation letter:
1. Licensee must complete ALL required steps of the online application.
 2. Licensee must make payment of the applicable deposit.
 3. Licensee under the age of twenty-four (24) must have a signed Financial Guarantor/Co-Signer Agreement on file with the Housing Office. Note: Residents over the age of 24 may voluntarily choose to have a guarantor/co-signer. Exceptions to this shall be emancipated minors or foster youth.

II. OCCUPANCY

- A. The University hereby grants to Licensee permission to occupy a bed space within the housing facility as a licensee for their selected fee period, according to the academic calendar unless terminated sooner under the provisions of this License Agreement.
- B. License Agreement Contract Dates are as follows:

SUMMER SESSION

- **Summer Term A:** June 5, 2009-September 5, 2009
- **Summer Term B:** June 13, 2009-July 26, 2009
- **Summer Term C:** July 26, 2009-August 22, 2009
- **Summer Term D:** June 13, 2009-August 22, 2009

YEAR-ROUND CONTRACT

- **Year-Round A:** June 5, 2009-June 4, 2010
- **Year-Round B:** June 13, 2009-June 4, 2010

OTHER CONTRACT OPTIONS

- **Fall Term:** September 4, 2009-December 23, 2009
- **Academic Year:** September 4, 2009-June 4, 2010
- **Winter/Spring:** January 3, 2010-June 4, 2010
- **Spring Term:** February 14, 2010-June 4, 2010

- C. **Housing Winter/Spring Inter-Session Holiday Shutdown.** With the exception of licensees in a year-round contract licensees are not permitted to reside in their assigned living quarters on the following dates: December 23, 2009-January 2, 2010.

These nights have not been included in the cost of housing. Licensees who require accommodation on these dates may sign up for a Year-Round contract or may contact the Housing Office for assistance in identifying alternate housing on these dates.

All residents not in a Year-Round contract are required to check-out of the Housing Facility by 12:00p.m. on December 23, 2009 and may return at 8:00a.m. on Sunday, January 3, 2010.

Note: Additional information on the Winter Holiday Shutdown may be found in the 2009-2010 Housing Administrative Policies and Regulations.

- D. Fall term contracts are considered under extraordinary circumstances and are subject to availability. Such contracts are limited to graduating seniors and single-term International students.
- E. Regardless of class standing, Licensees in a Year-Round contract are required to reside in a Village II apartment. Licensees in a Year-Round contract are subject to the meal plan options appropriate to their class standing.
- F. To maintain eligibility for summer academic terms, Licensee must meet one of the following standards, unless an exception is granted by the Director of Housing and Residential Life or his/her designee.
1. Enrollment at University for 3 or more units
 2. Employment by University during summer term
 3. Enrollment at University during the prior semester and full-time enrollment at University for the following semester.
 4. Enrollment at the University for the following term (new admits only).
- G. Licensees who have not signed the License Agreement at least thirty (30) days prior to the first day of occupancy may have their license revoked by the University.
- H. Licensees who fail to check in within 3 days of the beginning of their license term will be declared "no-shows," forfeit their requested spaces, and are liable for prorated room and board fees. If there is no waiting list and the cancelled Licensee is still attending the University, Licensee will be charged for the entire license period.
- I. Licensees under the age of twenty-four (24) must have their license co-signed by a financial guarantor/co-signer, certain exceptions apply.
- J. Specific assignment of a space shall be made by the University, and may be changed as needed.
- K. Licensee understands that a requirement of occupancy is a meal or dining plan, the price of which is included in the overall cost for housing.

- **Thanksgiving Break:** November 26-28, 2009
- **Winter/Spring Inter-Session Holiday Shutdown:** December 23, 2009-January 3, 2010

The Housing and Residential Life Office is collecting fees on behalf of the dining service provider. Meal plans are active in accordance with contract dates. Mealtimes, locations, and meal plan amounts may be adjusted as a result of a change in the University food service contract. More specific details about potential changes will be available June 2009.

All meal plan funds not expended by closing time for food service facilities on the last day of the selected contract term are forfeit to the University food service vendor. Exception: The contract is terminated sooner under the provisions of this license agreement.

Meal plans conclude on the following dates for each contract term:

- **Summer Terms:** No meal plan allotment
- **Year-Round Contracts:** June 4, 2010
- **Academic Year Contract:** June 4, 2010
- **Fall Term Contract:** December 23 2010
- **Winter/Spring Contract:** June 4, 2010
- **Spring Contract:** June 4, 2010

III. ENHANCEMENT OF EDUCATIONAL EXPERIENCE

- A. The University shall maintain a professional staff to work with students to develop a community concept within the housing facility to enhance students' educational experience at the University.

The University shall provide opportunity for input by Licensee into the development of the community. The facility shall be operated to enhance the intellectual, social, physical, occupational, and emotional opportunities available to Licensee.

- B. Licensee agrees to recognize the importance of maintaining the housing facility as an environment that is conducive for fellow students to study, live and sleep. While in the housing facility, Licensee agrees to not disturb this environment.

IV. TERMS AND CONDITIONS

- B. This License Agreement is subject to the regulations contained in Title 5 of the California Code of Regulations, Sections 42000-42103. A copy

Meal service is not available during recesses as defined below. Meal service shall terminate with the evening meal the night prior to the recess and shall resume with breakfast or brunch on the morning after the last day of the recess.

of these regulations is available at the Housing and Residential Life Office.

- B. Licensee agrees to comply with the Housing Policies and Guidelines and any subsequent amendments, as well as the 2009-2010 Resident Handbook. The Regulations and Handbook are posted on the Housing Website.
- C. This License Agreement shall not be transferred except as permitted in Section IX.
- D. Licensees enrolled full-time in accordance with their class standing will be granted priority placement status within the on-campus housing community.
- E. It is understood and agreed by the Licensee and the University that neither a lease nor any other interest in real property is created by this Agreement.
- F. Freshman licensees must have reviewed and acknowledged that they have read the information provided about Meningococcal Disease and Vaccine prior to taking occupancy.
- G. Licensee shall not use the Housing Facility as a site for commercial operations of any kind without the express written permission of the Director of Housing and Residential Life.
- H. The University reserves the right to revoke this license per Section VIII.

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.

V. MAINTENANCE OF PREMISES

- C. The University shall provide Licensee with the furnishings in the condition noted on the Room Condition Inventory. Licensee agrees to give reasonable care to her/his living unit and its furnishings and to make payment for any damage or loss promptly upon demand by the University.

- D. Licensee shall vacate the living unit in good order and repair, normal and reasonable wear and tear accepted. In the event Licensee fails to maintain the living unit in good order and repair, Licensee shall pay to the University the reasonable costs incurred in returning the living unit to a condition of good order and repair. As a part of such reimbursement, Licensee's security deposit, or a portion thereof, may be expended for the purpose of payment of such costs. If necessary, additional charges shall be assigned.
- E. Licensee agrees to be jointly responsible with other residents for the protection of the housing facility including furnishings and equipment. Payment for damage or loss of common area furnishings, unless specifically assigned to individuals, may be assigned by the Peer Review Board to all members of the facility who have access to the impacted common area(s).
- F. Licensee shall make no alteration to the housing facility without the permission of the University. Any structural alteration or addition is prohibited without written permission of the Director of Housing and Residential Life.
- G. Licensee shall not possess any highly flammable material, firearm, ammunition, fireworks, explosives, dangerous weapons, or any other material or instrument, which in the opinion of University authorities poses an unreasonable risk of damage or injury.

VI. CANCELLATION BY LICENSEE PRIOR TO FEE PERIOD

- A. The Licensee may cancel a reservation agreement for a bed space up to thirty (30) days prior to the beginning of the fee period by providing written notice to the Director of Housing and Residential Life.
- B. A request to cancel an agreement less than thirty (30) days prior to the beginning of the fee period shall include Licensee's statement of reasons. The Director of Housing and Residential Life shall grant or deny the request based on the following standards with appropriate verification:
 - a. Admission denied. The License can be canceled without penalty if the student is not admitted to the University and gives written notification to the Director of Housing and Residential Life within one week of students'

notification of denied admission by the Admissions Office.

- b. Withdrawal from the University or end of student status.
- c. Marriage. Licensees who have married subsequent to submitting a license agreement or have a marriage pending within four weeks, may automatically cancel their license agreement. A marriage license or certificate will be required to verify this reason. Marriage must take place within 30 days of the requested date of cancellation.
- d. Extreme Hardship. Reasons beyond the control of the Licensee as determined by the Director of Housing and Residential Life as outlined in the Housing Policies and Guidelines. Hardship that the Licensee was aware of prior to the license agreement will not be considered.

- C. Unless cancellation is officially approved in writing and appropriate check-out procedures have been followed, the Licensee is required to pay for the entire license period.

VII. CANCELLATION AFTER THE BEGINNING OF THE FEE PERIOD

- A. In accordance with standards established in Section VI.B and subject to appropriate verification a Licensee may cancel their Housing License Agreement after the start of the fee period. A Licensee who requests to terminate his/her license agreement after the start of the contract term shall give at least thirty (30) days written notice of intention to vacate and the reason thereof.
- B. The Director of Housing and Residential Life may grant or deny a request to vacate submitted pursuant to the standards established in Section VI.B. If the request is granted, the licensee will be subject to a pro rata charge for the number of days of occupancy in addition to a cancellation fee of \$500.00.
- C. Licensee's who withdraw from the University must submit written request for cancellation to the Director of Housing and Residential Life addressing their student status. Licensees who withdraw from the University will be subject to a pro rata charge for the number of days in the fee period in addition to a cancellation fee. Housing will conduct a mid-term enrollment review for all licensees released from their agreements due to withdrawal. In the event the Licensee has enrolled subsequent to

his/her release from their License Agreement the balance of fees associated with the original agreement will be reinstated in full, with the Licensee potentially referred to University Judicial Affairs for misrepresentation.

- D. Any licensee whose request to cancel/vacate is approved for the end of the fall semester 2009, must vacate the facility by 12:00p.m. on December 23, 2009 or within forty-eight (48) hours of their approved cancellation.
- E. Unless cancellation is officially approved in writing and appropriate check-out procedures have been followed, the Licensee is required to pay for the entire license period.
- F. Paid Waiting List
 - 1. In the event the Housing Facility reaches full occupancy, a limited number of deposits will be accepted as a "paid waiting list."
 - 2. A Licensee may submit a written request to the Director of Housing and Residential Life at any time to request that he/she be removed from the on-going waiting list. In this instance the Licensee will receive a refund of their deposit, with the exception of the \$40 processing fee.

VIII. REVOCATION OF LICENSE AGREEMENT

- A. The University may revoke this License Agreement upon the following conditions:
 - 1. Student Conduct Violation(s), as listed Title V, California Code of Regulations, Article 2, Section 41301
 - 2. Reasonable cause to protect personal safety or property and to insure the maintenance of order.
 - 3. In the event that Licensee's behavior on or off campus results in legal action and creates a perception that disruption or danger may be associated with the Licensee's continued occupancy.
 - 4. Failure of Licensee to maintain status as a student at University.
 - 5. Licensee's breach of any term or condition of this License Agreement, including failure to pay required fees.
 - 6. Administrative necessity of University.

- D. The University shall provide Licensee not fewer than three (3) days' notice to vacate in the event of an occurrence described in Section VIII, subsections (1), (2) or (3) and not less than fourteen (14) days' written notice to vacate in the event of an occurrence described in Subsections (4), (5) or (6) except in cases of emergency. In exceptional circumstances the Director of Housing and Residential Life may issue an immediate notice to evict.
- E. Disciplinary revocation of the "Student Housing License Agreement" is not considered a standard for cancellation and thus will not release the Licensee from paying any outstanding housing or related fees.
- F. Licensees who have had a previous license agreement revoked due to conduct violations may be denied future occupancy.

IX. ABANDONMENT OR TERMINATION BY LICENSEE

Except as permitted in Section VI or VII, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due the University for so long as the University does not terminate Licensee's right to an assigned bed space. In the event of termination or abandonment, Licensee shall have the right to be released from this Agreement if a suitable replacement is found, pursuant to campus regulations and with consent of University, which consent shall not unreasonably be withheld.

X. DESTRUCTION OR UNAVAILABILITY

- A. In the event that a bed space is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this License Agreement is made, Licensee shall be entitled to a prorated refund of any fees applicable to periods after Licensee was required to vacate.
- B. Such conditions include, but are not limited to, damage caused by floods, slides, fire, earthquake, wind, weather, other natural disasters and vandalism; civil disorder; compliance with state or federal law; unanticipated interruption of basic services; a drop in the rate of cancellations not reasonably foreseen by University, if such drops result in an over booking of available housing facilities.

XII. REFUNDS

- A. University shall authorize refunds only as provided for in Title 5 of the California Code of Regulations (and the Housing Policies and Guidelines).
- B. Licensee security deposits will be released after the licensee fully vacates the facility. Assessed damages, as well as any outstanding debt to the University will be deducted prior to the release with the balance refunded to the licensee.

XIII. VACATING THE HOUSING FACILITY

Licensee shall vacate the Housing Facility on the expiration of the license period or upon revocation of this License Agreement, whichever comes first.

XIV. TREATMENT OF INDEBTEDNESS

- A. Failure of Licensee to satisfy the financial obligations of this License Agreement may result in the following:
 1. Imposition of a late fee, in accordance with the fee schedule.
 2. Revocation of the License Agreement.
 3. Eviction.
 4. Withholding of University services pursuant to 42380, et seq., Title 5 California Administrative Code. This includes:
 - a. Withholding official transcripts.
 - b. Denial of registration.
 5. Offset of paychecks, loans, grants or scholarships payable through the University, and/or income tax refunds or rebates.
 6. Legal action to collect unpaid obligations.

XV. RIGHT OF ENTRY

The University shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purpose. University shall exercise these rights reasonably and with respect for Licensee's right to be free from unreasonable searches and/or intrusions.

XV. INSURANCE

- A. During the period covered by this License Agreement, it is highly recommended that the Licensee obtain health and accident insurance, on either an individual or group basis. Please be advised, the University does not cover nor assume medical expenses or liability for licensees.
- B. The University does not assume liability for a licensee's personal belongings. The University has no insurance to cover loss or damage of the personal property of the licensee; therefore, the University recommends that individuals contact an insurance carrier for coverage options available.

XVI. VISITORS AND GUESTS

- A. Licensee shall permit no visitors or guests to enter the Housing Facility except as permitted by the Housing Administrative Policies and Regulations.
- B. The Licensee must escort their guest(s) at all times. Licensees are responsible for the conduct of their guests and are liable for all negligent or intentional damage(s) caused by their guests who are bound to the same regulations which govern resident conduct.
- C. Non-approved guests and/or the Licensee shall be charged a fee of \$35 for the guests' use of the facility.

XVII. NON WAIVER

The waiver of or any breach of a term or condition of this License Agreement shall not constitute a waiver of any subsequent breach.

XVIII. TAXABLE POSSESSORY INTEREST

It is the position of University that this License Agreement does not create a possessor interest in real property. However, pursuant to Revenue and Taxation Code 107.6, Licensee is hereby notified that a taxing authority may take a contrary view and may assess Licensee property taxes based on Licensee's interest in this License Agreement.

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