



## 2024-2025 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 Rate Sheet in accordance with the assigned bed type 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 housing and application fee are due with a completed application.
- Academic Year, Fall, Intersession/Spring and Spring (\$115): \$40 non-refundable application processing fee, and \$75 activity fee.
  - Summer Session: \$25 non-refundable application processing fee.

Licensee understands there is no security deposit collected, therefore excessive cleaning and/or damage, beyond reasonable wear, done to the premises by the Licensee, their family, guests, invitees, and/or agents is the sole financial responsibility of the Licensee. Licensee agrees to pay when billed the full amount of any such damage.

- E. Licensees entering after the beginning of the term will be charged a pro rata fee for the balance of the fee period. All fees are payable in advance of the fee period, as outlined in the Housing and Residential Life Rate Sheet. All fees are subject to change.

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. Licensees will pay a \$25 installment service fee per semester. If all housing and meal plan charges are paid in full before the semester due date, the installment fee will be reversed.

- F. All housing payments have a 10-day grace period from the due date. Housing payments not paid within the 10-day grace period of the chosen installment plan is considered late. Licensees who are late in payment of any fees are subject to a late fee of \$10 per payment installment. 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.
- G. 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 and Scholarship Office.
- H. In accordance with CA Administrative Code 668.165 Housing and Residential Life will collect room and board charges from

### Division of Student Affairs | Housing and Residential Life

One University Circle | Building 39 | Turlock, CA 95382 | T 209.667.3675 | [csustan.edu/housing](http://csustan.edu/housing)

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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.

- I. 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.
- J. Online submission of this license agreement shall constitute acceptance of the License Agreement terms and conditions by the licensee. This License Agreement is considered accepted by the University the date upon which the University sends out an official confirmation letter to the Licensee. For prior licensees, University acceptance of this license agreement is contingent upon the payment of prior term housing charges and fees. Additionally, the following must take place for all applicants 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 initial housing fees or select to defer these fees to be paid with the first housing payment
  - 3. Licensee under the age of eighteen (18) must have a signed Financial Guarantor/Co-Signer Agreement on file with the Housing Office. Note: Residents over the age of 18 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 check in and check out dates are as follows:

**SUMMER SESSION**

- Summer Term A: June 3, 2024-August 13, 2024
- Summer Term B: July 12, 2024-August 13, 2024

**CONTRACT OPTIONS**

- Fall Term :  
August 19, 2024-December 19, 2024
- Academic Year:  
Fall: August 19, 2024-December 19, 2024  
Intersession: January 2, 2025-January 23, 2025  
Spring: January 24, 2025-May 24, 2025
- Intersession/Spring:  
January 2, 2025-May 24, 2025
- Spring Term:  
January 24, 2025-May 24, 2025

- C. Winter Shutdown:  
The Housing facility closes for the dates between the end of the fall term and the start of intersession, effective at 12:00p.m., December 19, 2024 through January 1, 2025. Residents may return after 11:00a.m. on January 2, 2025.

The University grants the Licensee permission to occupy a bed space on the premises during the Winter Shutdown Period, providing the Licensee is contracted for the spring semester and has registered with Housing to stay during the Winter Shutdown Period in order to confirm housing occupancy during his time. Registration instructions will be sent to residents by early December.

Residential meal services are closed during the Winter Shutdown Period. Additional information on the Winter Shutdown

may be found in the 2024-2025 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 and must be requested by the Licensee and approved by Housing and Residential Life prior to the start of the fee period. Requests for fall term contracts after the start of the fee period need to be requested through the cancellation process.
- E. Regardless of class standing, Licensees who have contract terms for successive Summer and Academic Year terms, are required to reside within the housing area designated by Housing.
- F. To maintain eligibility for academic terms, Licensee must meet one of the following standards, unless an exception is granted by the Director of Housing and Residential Life or their designee.
  - 1. Full-time enrollment at University.
  - 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. If the Licensee does not occupy (check-in and claim assigned housing space) or make alternative arrangements for late move-in within 7 days of the beginning of their license term, an administrative cancellation of the Agreement may occur. If the Licensee's agreement is administratively cancelled, the Licensee will be charged according to section VII.
- I. Licensees under the age of eighteen (18) must have their license co-signed by a financial guarantor/co- signer.
- 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. Meal plans are required for all Licensees living on campus. Refer to the published meal plan rates on the Housing website for required meal plans based on student classification. Licensee may change their meal plan option/distribution within 10 working days of the first day of each semester.

Resident dining service is limited and/or not available during the following breaks and/or holidays:

- Fall Break
- Housing Winter Shutdown / Intersession
- Spring Break
- Veterans Day Observed
- Thanksgiving Break
- MLK Day
- Cesar Chavez Observed

The Housing and Residential Life Office does not administer the residential dining program. Housing collects fees on behalf of the food service provider. Meal plans are active in accordance with contract dates. Mealtimes and dining locations may be adjusted as needed.

All meal plan funds not expended by closing time of food service facilities on the last board day of the contract term are forfeit to the University dining partner.

Licensees who contract to live on campus for both the current and upcoming years shall have ten percent (10%) of unused

flex dollar funds from the prior year carried forward for use in the subsequent contract year. Meal swipes expire at the end of each semester and shall not roll over to subsequent terms or years. This provision is subject to the Licensee remaining in contract with Housing and Residential Life and is void should the License be terminated under any terms of the Housing License Agreement. In such circumstances all unused meal funds remaining on the student account shall be forfeited to the dining vendor.

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

- Summer Term: No meal plan allotment
- Fall Term Contract: December 18, 2024
- Academic Year Contract: May 23, 2025
- Intersession: No meal plan allotment
- Intersession/Spring Contract: May 23, 2025
- Spring Contract: May 23, 2025

### **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**

- A. This License Agreement is subject to the regulations contained in Title 5 of the California Code of Regulations, Sections 42000-42103. The Regulations are posted on the California Code of Regulations website.
- B. Licensee agrees to comply with the Housing Administrative Policies and Regulations and any subsequent amendments. The Housing Administrative Policies and Regulations 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 facility.
- 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 agreement 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 website maintained by the Department of Justice at [www.meganslaw.ca.gov](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 he or she resides.

**V. MAINTENANCE OF PREMISES**

- A. The University shall provide Licensee with the furnishings in the condition noted on the Room Condition Inventory. Licensee agrees to give reasonable care to their living unit and its furnishings and to make payment for any damage or loss promptly upon demand by the University.
- B. 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 agrees to pay for any excessive cleaning and/or damage charges assigned.
- C. 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 owned by individuals, may be assigned by the Director of Housing and Residential Life or designee to all members of the living unit who have access to the impacted common area(s).
- D. 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.
- E. 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 License 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. Cancellations received thirty (30) days prior to the beginning of the fee period will be honored without cancellation fees. The \$40 application fee is non-refundable.
- 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:
  - 1. Admission denied: The License can be cancelled without penalty if the Licensee is not admitted to the University. The Licensee should provide written notification to the Director of Housing and Residential Life within one week of Licensee's notification of denied admission by the Admissions Office.
  - 2. Withdrawal from the University or end of student status.
  - 3. Marriage: Licensees who have married after submitting a License Agreement or have a marriage pending within four weeks, may cancel their License Agreement. A marriage license or certificate will be required for verification. The Licensee must submit proof that the marriage has taken place within 30 days of the requested date of cancellation. Failure to do so will result in the reinstatement of all housing rent and board charges.
  - 4. Military service: copy of military orders required.
  - 5. Extreme and unexpected hardship. A compelling and unanticipated situation which, in the judgment of the University, represents a significant change from the time the student entered the license agreement that makes it extremely difficult or impossible for them to meet the terms of the license. Petitioners are asked to provide any information and supporting documentation which they believe will demonstrate that the hardship is significant and was unforeseeable at the time the license was entered. The documentation required will vary depending upon the hardship circumstances.

All other reasons to cancel this Agreement under this subsection shall be granted or denied at the sole discretion of the University.

- C. If the request to cancel is approved, the Licensee will be charged a prorated daily penalty fee for each day of notice that is less than the required 30 days.
- D. 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 request to cancel their Housing License Agreement after the start of the fee period. A Licensee who requests to cancel their 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 for vacating.
- B. The Director of Housing and Residential Life may grant or deny a request to vacate pursuant to the standards established in Section VI.B. If the request is granted, the Licensee will be assessed prorated daily rate for rent for the dates of occupancy to include a fee equal to 30 days of rent (thirty (30) day notice), if applicable. The Licensee will also be charged a daily rate for meal plans based on actual usage of the meal plans. *(Actual usage of meal swipes is to be defined as the calculated daily rate of board days, commencing with the first agreed-upon residential board day of the semester and including the thirty (30) day notice period. Actual usage for flex dollars shall be defined as the actual dollars spent.)* During the thirty (30) day notice period for which the prorated or actual charges are applied, the Licensee may continue using their meal plan; Licensee will be responsible for all meal plan use during this time until meal plan is deactivated. Room rent and board charges shall be based on the Licensee’s assigned room type and selected meal plan option.
- C. Housing will conduct a mid-term enrollment review of all Licensees released from their Agreements due to withdrawal. In the event the Licensee has enrolled subsequent to their 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 Student Conduct for misrepresentation.
- D. Any Licensee whose request to cancel/vacate is approved for the end of the Fall term, must vacate the facility by the end of the Fall term.
- 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 initial housing fees will be receipted 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 they be removed from the on-going waiting list. In this instance, the Licensee will receive a refund of their initial fees, with the exception of the \$40 application 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 in 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. Licensee’s breach of any term or condition of this License Agreement or of any addendum, specifically including, but not limited to, Licensee’s failure to abide by Administrative Housing Policies and Regulations.
  - 5. Failure of Licensee to maintain status as a student at the University.

6. Failure of Licensee to pay required housing charges or fees.
7. Administrative necessity of the University.

- B. 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), (3), (4) or (6) and not less than fourteen (14) days' written notice to vacate in the event of an occurrence described in Subsections (5) or (7) except in cases of emergency. In exceptional circumstances, the Director of Housing and Residential Life may issue an immediate Notice to Evict.
- C. 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.
- D. 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 as 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. Neither Licensee nor University shall be liable for any delay or failure to perform its obligations hereunder if such delay or failure to performance is caused by circumstances beyond the party's reasonable control, including, but not limited to, acts of God, government restrictions or orders, wars, riots, insurrections, disaster, acts of terrorism, communicable disease outbreak, epidemic, pandemic, or any other comparable event or cause beyond reasonable control of the party whose performance is affected.

**XI. 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).

**XII. 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.

- A. Residents must checkout of the facility no later than 12:00 pm on the last day of their contract period.
- B. Residents must turn in all assigned keys. The resident must return keys to the Housing Office directly. Keys given to another individual to submit on the Licensee's behalf may result in an improper checkout charge, as well as any charges applicable for lost or missing keys.
- C. Residents who improperly checkout are subject to a \$50 improper check-out fee, in addition to any assessed excessive cleaning and/or damages or key replacement fees.

**XIII. 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:

5. Withholding official transcripts.
6. Denial of registration.
7. Offset of paychecks, loans, grants or scholarships payable through the University, and/or income tax refunds or rebates.
8. Legal action to collect unpaid obligations.

**XIV. 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. Additional information relating to this can be found in the Housing Administrative Policies and Regulations.

**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 \$45 per day 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 the 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.

**XIX. MISSING PERSON NOTIFICATION**

In accordance with state and federal student privacy laws, the designated University employee may contact the confidential contact(s) provided by the Licensee in the Housing Application in the event the Licensee has been deemed "missing" as defined by the Penal Code.

**XX. DISHONERED CHECKS**

Fees will be assessed for any dishonored checks. A resident is liable under Civil Code, Section 1719 for triple the amount of the check (a minimum of \$100 and a maximum of \$500) if funds necessary to cover the check are not received within 10 days following a written notice. A resident may also have their Housing License revoked for non-payment of a dishonored check debt.

**XXI. ORAL REPRESENTATION POLICY**



To avoid any misunderstanding concerning the License Agreement, residents are advised that University Housing does not enter into any oral agreements or make or rely on any oral representation concerning License Agreements. The entire License Agreement is expressed in writing. The License Agreement supersedes any understanding that may have been understood verbally, and neither the Licensee nor University Housing are relying on any oral agreement or representation or any understanding of fact or law that is not expressed in writing.