

California State University, Los Angeles Housing Services Housing Services License Agreement - Terms & Conditions Academic Year 2016-2017

(Subject to change without notice)

3-11-16

This License Agreement (hereafter the "Agreement") is entered into between the Trustees of the California State University, acting by and through California State University, Los Angeles (hereafter the "University") and the person named on the Housing License Agreement form (hereafter "Licensee"). Submitting an online or hard-copy version of this Agreement to the University Housing Services Office [including an Agreement signed by a parent/legal guardian, or legally responsible person for those students under eighteen (18) years of age], shall constitute acceptance of the Agreement terms and conditions by the student. This Agreement is considered accepted by the University the date upon which the University sends out an official Confirmation Letter or email to the Licensee.

I. Obligations of University

A. Occupancy/License Terms

1. Academic Year – (Fall 2016 Semester, Winter Intersession 2017 and Spring 2017 Semester)

- a. **Returning Residents:** The University grants Licensee permission to occupy a bed space within the Housing Services facilities (hereafter the "Premises") as a licensee for the term beginning at 10:00 a.m. on **August 21, 2016 and ending May 20, 2017 at 2:00 p.m.** The University may withdraw such permission in accord with the terms of this Agreement. Specific assignment of a space or unit shall be made at the discretion of the University, and may be changed by the University without notice, if needed.
- b. **Freshmen (new residents):** The University grants Licensee permission to occupy a bed space within the Housing Services facilities (hereafter the "Premises") as a licensee for the term beginning at 10:00 a.m. on **August 20, 2016 and ending May 20, 2017 at 2:00 p.m.** The University may withdraw such permission in accord with the terms of this Agreement. Specific assignment of a space or unit shall be made at the discretion of the University, and may be changed by the University without notice, if needed.
- c. **Transfer Students:** The University grants Licensee permission to occupy a bed space within the Housing Services facilities (hereafter the "Premises") as a licensee for the term beginning at 10:00 a.m. on **August 20, 2016 and ending May 20, 2017 at 2:00 p.m.** The University may withdraw such permission in accord with the terms of this Agreement. Specific assignment of a space or unit shall be made at the discretion of the University, and may be changed by the University without notice, if needed.

2. Spring 2017 Semester

The University grants Licensee permission to occupy a bed space within the Housing Services facilities (hereafter the "Premises") as a licensee for the term beginning at 10:00 a.m. on **January 20, 2017 and ending May 20, 2017 at 2:00 p.m.** The University may withdraw such permission in accord with the terms of this Agreement. Specific assignment of a space or unit shall be made at the discretion of the University, and may be changed by the University without notice, if needed.

Licensees may remain in their assigned space during the following periods, providing the Licensee is licensed for the following semester:

1. **Winter Break/Intersession: December 11, 2016 – January 22, 2017**
2. **Spring Break: March 27, 2017 – April 2, 2017**

3. Summer Quarter 2017

The University grants Licensee permission to occupy a bed space within the Housing Services facilities (hereafter the "Premises") as a licensee for the term beginning at 10:00 a.m. on **May 30, 2017 to August 12, 2017, 2:00 p.m.** The University may withdraw such permission in accord with the terms of this Agreement. Specific assignment of a space or unit shall be made at the discretion of the University, and may be changed by the University without notice, if needed.

B. MEAL PLANS

Housing Services contracts with University Auxiliary Services, Inc. to provide meals for residents that have selected a meal plan as part of their housing license agreement. Selection of a meal plan is optional and as part of the Housing Services License Agreement serves as an agreement to purchase and participate in the meal plan program for the entire academic year.

Meal Plan dates of service are as follows unless previously terminated under the provisions of the License Agreement. Meals are not provided during semester breaks. Additional details are provided in the Housing Services 2016-2017 Student Guide, available online on the Housing Services website at http://web.calstatela.edu/univ/housing/documents/form/StudentGuides/2016-2017_Student_Guide.pdf

1. Fall 2016: meal plans begin on Monday, August 22, 2016 and ends Friday, December 9, 2016.
2. Spring 2017: meal plans begin on Monday, January 23, 2017 and ends with dinner on Friday, May 19, 2017.

Payment of fees, revocation and cancellation policies for the meal plan follow the same terms and conditions as outlined in Section II and III. Nonpayment of fees may result in cessation of the meal plan without reimbursement of missed meals. *Non-*

use of the meal plan does not constitute a cancellation of the program. Cancellation requests must be approved and follow the procedures as outlined in Section III.C and D, which requires a 30 day notice and supporting documentation of hardship. Approved cancellation of the housing license agreement includes cancellation of the meal plan. Meal plans are not transferrable and missed meals will not carry over to the following week.

C. Enhancement of Educational Experience

The University shall maintain a professional staff to work with students to develop a community concept within the Premises, in order to enhance the social, educational, and recreational experiences of the students. The University shall provide opportunity for input by Licensee into the development of the community. 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 facility, Licensee agrees not to disturb this environment.

D. Utilities, Services, and Furnishings

The University shall pay for water, trash, electricity, and gas for the Premises. However, the University may, in its discretion, pass on to Licensee any charges for excessive use of the aforementioned utilities. The University shall also provide satellite television services at no charge, but makes no commitment to provide specific satellite channels. The University may provide one or more telephone jacks on the Premises, but Licensee shall be responsible for securing and paying for telephone service. The University shall provide furnishings, which shall be listed by the resident, with the condition thereof noted, on an Apartment Condition Report (ACR), which is hereby incorporated in this Agreement as though fully set forth herein. The University shall provide Licensee with the ACR at the time of Licensee's occupation of the Premises.

II. Obligations of Licensee

A. Age

Licensee must be an enrolled student at Cal State LA, 17 years of age who will turn 18 within the academic year contract term and a high school graduate or equivalent.

B. Eligibility for Occupancy

To maintain eligibility for occupancy during the academic year, Licensee must be an enrolled student at Cal State LA for a minimum of twelve (12) undergraduate or eight (8) graduate units during each semester. Exceptions may be granted by the Director of Housing Services or a designee.

To maintain eligibility for the summer academic semester, Licensee must meet one of the following criteria:

1. Enrollment at Cal State LA during the summer academic semester for six (6) or more units
2. Employment by Cal State LA during the summer academic semester.
3. Enrollment for twelve (12) undergraduate or eight (8) graduate units at Cal State LA in the spring academic semester preceding and the fall academic semester following the summer academic semester.
4. Exceptions may be granted by the Director of Housing Services or a designee.

Enrollment in Open University, in any given academic quarter/semester, does not count toward the number of units required for occupancy. Students enrolled in the English Language Program (ELP) sponsored by the College of Professional and Global Education are eligible for occupancy on a space available basis.

C. Rents and Fees

1. Licensee shall pay the rent and meal plan fees that are specified in the Housing Services Payment and Fee Schedule established by the Housing Services office, which is hereby incorporated in this Agreement as though fully set forth herein. The amount of rent will be based on the license term and room type (single, suite single, double, triple) of Licensee's unit. The amount of meal plan fees will be based on the meal plan selected. There may be additional terms and conditions set forth in the Housing Services Payment and Fee Schedule, and those terms and conditions are incorporated in this Agreement as though fully set forth herein.
2. In addition to the aforementioned fees, Licensee shall pay, prior to occupying the Premises, a cleaning and damage deposit as specified in the Housing Services Payment and Fee Schedule. This deposit shall be returned to Licensee after they have vacated the Premises, less any deductions for cleanup and repair expenses incurred by the University for the Premises and/or furnishings on the Apartment Condition Report (ACR), beyond ordinary wear and tear. The University may also assess charges to Licensee for cleanup and repair expenses that exceed the amount of the cleaning and security deposit.
3. If Licensee is paying rent for the Premises and meal plan fees from Financial Aid, Licensee hereby authorizes the University to deduct from his/her Financial Aid award an amount necessary to pay for housing fees during the academic semester for which the Financial Aid is received. Licensee shall be responsible for any rents or obligations that are not fully covered by the Financial Aid award.

D. Maintenance of the Premises

1. Licensee shall at all times clean and maintain the Premises in good order and repair.
2. Licensee shall make no alterations to the Premises without the written permission of the University.
3. Licensee shall not keep on the Premises any highly flammable material, firearms, ammunition, fireworks, explosives, dangerous weapons, or any other material or instrument which is identified by the University as posing an unreasonable risk of damage or injury.
4. In the event the Licensee fails to clean and maintain the premises or furnishings in good order and repair, Licensee shall pay University reasonable costs incurred in returning the unit to a condition of good order and repair. Licensee's security deposit, or a portion thereof, may be expended for the purpose of payment of such costs.
5. The University is not responsible for damage, destruction, loss or theft of personal property of Licensee that is or was located on the Premises at any time, including periods when Licensee is not in occupancy or after the Agreement period has expired. Licensee bears sole responsibility and discretion as to the securing, protecting, and insuring against damage

of his/her personal property. Licensee acknowledges that the University has no insurance to cover the personal or property damage of Licensee.

E. Adherence to Rules and Regulations

Licensee shall at all times obey any and all rules, regulations, policies, and prohibitions set forth in Title V of the California Code of Regulations (insofar as they pertain to student conduct, generally, or student housing) or established in the Housing Services Student Guide prior to or during the Agreement period. All such rules, regulations, policies, and prohibitions are incorporated in this Agreement as though fully set forth herein.

F. Health and Insurance

1. During the Agreement period, Licensee is encouraged to have and maintain health and accident insurance with minimum coverage of \$230.00 per day in hospital benefits and \$150.00 in medical benefits, \$5,000.00 in surgical benefits, and \$500.00 in emergency outpatient benefits per accident or illness.
2. Licensees considered to be matriculating International Students, or International Students of the College of Professional and Global Education participating in the English Language Program (ELP), are required to maintain health insurance per University guidelines.
3. Prior to occupying the Premises, Licensee is also required to provide evidence that, in the twelve (12) months prior to the first day of occupancy for the Agreement period they have been tested for or found not to have or have been exposed to active tuberculosis. Licensee's test information must be on file with the University Student Health Center.
4. First-year freshmen will be provided information about the meningococcal disease and the availability of a vaccine. First-year freshmen will be required to sign a form indicating their receipt of this information and whether or not they have received, or intend to receive, a vaccination.
5. Licensee also stipulates that they do not have a health condition that might be affected by group living. Apartments are multiple occupancy facilities with shared spaces.
6. Persons with pre-existing conditions such as, but not limited to, environmental allergies or asthma may find such conditions exacerbated. Consult with your physician.

III. Expiration, Revocation, and Cancellation of Agreement

A. Normal Expiration

The license conferred by this Agreement shall expire on the date specified in Section I.A. of this Agreement.

B. Revocation by University

The University may revoke this Agreement and initiate eviction proceedings through the service of a three (3)-day eviction notice on the Licensee upon the occurrence of any of the following reasons:

1. Nonpayment of fees.
2. Failure to be enrolled in the required number of academic units.
3. Selling, using, knowingly possessing, or being in the presence of restricted or dangerous drugs, controlled substances, or narcotics as those terms are used in California or Federal statutes.
4. Possession of any firearm, knife, deadly weapon(s), ammunition, fireworks, explosives, or dangerous chemical(s).
5. Misuse, abuse, theft, or destruction of campus property or misuse, abuse, theft, or destruction of the property of any member of the campus community.
6. Physical abuse towards any campus community member, or the threat of such abuse.
7. Falsification of any legitimately required information requested by the University.
8. An emergency in which the peaceful and orderly operation of the University, or the health and safety of any person, is or may be jeopardized.
9. Administrative necessity of the University.
10. Licensee's breach of any term or condition of the License Agreement, including failure to abide by Housing Services Community Standards and Policies.

C. Cancellation by Licensee

The Licensee is aware that cancellation requests must be approved by the University before the agreement is terminated.

1. **Prior to the Start of the Agreement Period (Occupancy) with at Least Thirty (30) Days Written Notice:** Licensee may cancel this Agreement for any reason by providing written notice to the Housing Services office at least thirty (30) calendar days before the first day of the Agreement period. All fees with exception of the \$40.00 application fee will be credited on the Licensee's student account).
2. **Prior to the Start of the Agreement Period (Occupancy) with Less than Thirty (30) Day Written Notice:** Any request by Licensee to cancel this Agreement less than thirty (30) days before the first day of the Agreement period must include a statement of reasons thereof. The University may grant or deny a cancellation of the license agreement based on the following standards, with appropriate verification:
 1. End of student status
 2. Marriage
 3. Military service
 4. Extreme hardship

A \$50.00 cancellation fee and a prorated daily rate starting from the date Licensee requests the cancellation through the end of the required thirty (30) day notice period may be collected/retained. All other reasons to cancel this Agreement under this subsection shall be granted or denied at the sole discretion of the University. If University is able to find a suitable student replacement for Licensee with no impact to overall housing facility occupancy, Licensee will receive a refund less the \$40.00 application fee.

3. **Failure to Provide Notice Prior to the Agreement Period (No Written Cancellation and No Show)**

If Licensee fails to submit a written request to cancel and does not check-in within seven (7) days of the beginning of the Agreement Period to the assigned bed space, Licensee will be charged according to the Section III, (C.) (2).

4. Cancellation After Beginning of Agreement Period (After Occupancy)

Any Licensee who requests to cancel this Agreement after the beginning of the Agreement Period shall provide written notice and reason thereof. The University may grant or deny a cancellation of the License Agreement based on the following standards, with appropriate verification:

1. End of student status or withdrawal from the University
2. Marriage
3. Military service
4. Extreme hardship

A \$50.00 cancellation fee shall be collected or retained from Licensee. Licensee shall be charged a prorated daily rate from the date Licensee requests the cancellation through the end of the required thirty (30) day notice period. All other reasons to cancel this Agreement under this subsection shall be granted or denied at the sole discretion of the University.

D. Abandonment or Termination by Licensee

Any property of Licensee remaining on the premises after abandonment, termination, eviction or revocation of this License may be retained or disposed of through sales, donation or in such manner as the University determines in its sole discretion. In the case of abandonment, the University may, at its discretion, keep or dispose of the items worth less than \$300.00 if Licensee has not requested the return of the property within 15 days of receipt of notice [eighteen (18) days if the notice is sent by mail]. In cases where property has been lost or is otherwise unclaimed and is worth \$300.00 or more, the University, after three months, may sell the items at public auction. The University may charge a reasonable storage fee before the return of property. Licensee releases the University from any liability for any damages or loss to property disposed of in the manner described above.

E. Dining/M meal Plan Program

1. Meal Plan Changes
 - a. Licensee may request to change their meal plans during the eighth week of Fall semester by completing a Meal Plan Change Request Form. Requests to increase a meal plan may be made anytime during the semester. A request to decrease a meal plan may only be made during the eleventh week of Fall semester and the change in meal plan will take effect the following semester.
2. Meal Plan Cancellation
 - a. The thirty (30) day written notification policies as outlined in Section III, (C) apply to meal plans.
 - b. If Licensee has been approved to cancel the License Agreement for a bed space, the meal plan will be automatically cancelled. Prorated fees for thirty (30) day notification shall apply.
 - c. The University may grant or deny requests to cancel only the meal plan portion of this Agreement due to significant hardship occurring after the Agreement period began and with supporting documentation.
3. Policies and Regulations
 - a. Meal plans are not transferable. Assisting unauthorized persons to enter the Dining Commons or to use your Cal State LA. ID is in violation of the terms and conditions of the License Agreement. This may result in additional charges or penalties.
 - b. The Dining Commons is part of the Housing Services community and all policies outlined in the Housing Services Student Guide apply.

F. Destruction or Unavailability of Premises

The University may cancel this Agreement if, due to circumstances not reasonably foreseeable at the time of its execution or beyond the control of the University at any time, the Premises or Licensee's bed space are destroyed or become unavailable.

G. Refunds for Cancellation or Revocation

Refunds of fees for the cancellation or revocation of this Agreement shall be governed by the provisions of section 42019 of Title V of the California Code of Regulations. Refunds of cleaning and security deposits shall be based the provisions of section II (C) (2) of this Agreement.

H. Non-Waiver of Breach

The waiver of any breach of this Agreement shall not constitute a waiver of any subsequent breach. The University's acceptance of rent with knowledge of Licensee's violation of a provision or covenant of this Agreement does not waive the University's right to enforce any provision or covenant of this Agreement.

I. Vacating the Premises

Licensee shall vacate the Premises (1) upon the normal expiration of this Agreement or (2) upon termination/revocation of this Agreement and within the three (3)-day period set forth in the three (3)-day eviction notice, whichever occurs first.

J. Disposition of Property

Any property of Licensee remaining on the premises after abandonment, termination, eviction or revocation of this License may be retained or disposed of through sales, donation or in such manner as the University determines in its sole discretion. In the case of abandonment, the University may, at its discretion, keep or dispose of the items if Licensee has not requested the return of the property within fifteen (15) days of receipt of notice [eighteen (18) days if the notice is sent by mail]. In cases where property has been lost or is otherwise unclaimed, the University, after three

(3) months, may, at its discretion, sell or permanently discard unclaimed items. The University may charge a reasonable storage fee before the return of property. Licensee releases the University from any liability for any damages or loss to property disposed of in the manner described above.

IV. Treatment of Indebtedness

Any failure by Licensee to satisfy the financial obligations of this Agreement may result in the following:

1. Imposition of a late fee, in accordance with University fee schedules;
2. Revocation of the Agreement and Eviction
3. Withholding of University services, official transcripts, and registration privileges;
4. Offset/garnishment of paychecks, loans, grants, scholarships, lottery winnings, and income tax refunds or rebates;
5. Referral to and legal action for collection of any balance due or past due, including for the recovery of the costs of collection;
6. Notification to credit bureau organizations of any past-due status and/or balances.

V. Right of Entry

The University shall have the right to enter the Premises for the purposes of emergency, health, safety, maintenance, enforcement of applicable rules and regulations, or for any other lawful purpose to the extent permissible by law. The University shall exercise this right reasonably and with respect for Licensee's privacy and study needs.

VI. Taxable Possessory Interest

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

VII. Successors in Interest

The University retains the right to transfer its interest and/or obligations under this Agreement. Licensee may not assign or transfer his/her rights or obligations under this Agreement without the written permission of the University. Licensee may not sub-license or sublet the Premises to, or permit the occupancy of the Premises by, any other person without the written permission of the University.

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 the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. California State University, Los Angeles, is providing this notice in compliance with a legal requirement. This notice is not intended as a statement or implication that any University facility is susceptible to the activities of or has experienced any problems with sex offenders. This notice is only intended to make the law widely known.