

Housing License Agreement

2019 – 2020 Terms and Conditions

This License Agreement (contract) is entered into between the Trustees of the California State University by California State University, San Bernardino (CSUSB), hereafter referred to as “University,” and the housing applicant, hereafter referred to as “Licensee” for the 2019-2020 Academic Year.

I. Community Living and Student Responsibility

- a. The on-campus living experience entails both the freedom and the responsibilities associated with community living. With this in mind, we ask residents to recognize the important part they play in maintaining a healthy community environment that is conducive for studying, learning and living.
- b. The community at California State University, San Bernardino is made up of faculty, staff and students that come from all walks of life where differences are appreciated, celebrated and embraced.
- c. Housing will communicate primarily through the residents’ CSUSB email accounts (MyCoyote). In addition, information may be sent to the resident’s on-campus housing mailbox. At times information may be posted in building lobbies, floors or RA doors. Residents are responsible for checking these venues for Housing communications on a regular basis, and are responsible for being aware of the information and following instructions they receive through these messages.
- d. Licensee agrees to comply with Department of Housing and Residential Education policies, regulations, and procedures included as part of this agreement, the Resident Handbook, and any subsequent amendments. Detailed Housing policies can be found in the Housing handbook, which is posted on the Housing website.
- e. In the case of a medical emergency, the Licensee agrees to comply with a recommendation to be transported to a medical facility when the recommendation is made by UPD, EMT or other first responder. Licensee further agrees that, should the licensee refuse transport, DHRE staff will contact the licensee’s emergency contact with information regarding the situation and the recommendation for medical care. DHRE staff does not provide medical care or oversight.
- f. To avoid any misunderstanding concerning the License, the Licensee is advised that University Housing does not enter into any oral agreements, nor rely on any oral representation concerning the License. The entire License is expressed in writing and the License supersedes any understanding by the Licensee that may have been communicated verbally. Neither the Licensee nor University may rely on any oral agreement or representation or any understanding of fact or law that is not expressed in writing. No modification of this License shall be effective unless given in writing by an authorized representative of DHRE with thirty (30) days’ written notice.

II. Occupancy

- a. Occupancy Of Bed Space
 - i. The Housing License Agreement is in effect for the entire academic year. Residents living on-campus are obligated to this agreement for this time period unless a resident’s contract is approved for cancellation as stated in the License Agreement Terms and Conditions.
 - ii. Upon confirmation of bed space, the University hereby grants to the Licensee (resident), permission to occupy a bed space within the housing facility for the fee period, unless sooner terminated under the provisions of this License Agreement.
 - iii. The University shall finalize the specific room/space assignment, which may be reassigned during the license period. University reserves the right to change space assignments and/or consolidate room assignments to address space vacancies.
 - iv. Licensee shall vacate the housing facility on the expiration of the license period, or upon revocation of this License Agreement. Residents who withdraw from the University or have their license revoked should vacate the residence halls within three calendar days unless special permission is granted for a longer stay.

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b. Fee Periods

Fall Quarter

Sunday, September 15, 2019 through Saturday, December 7, 2019

Winter Quarter

Sunday, January 5, 2020 through Saturday, March 21, 2020

Spring Quarter

Sunday, March 29, 2020 through Saturday, June 13, 2020

c. Unclaimed Space

- i. Licensee must “check-in” with housing staff during designated move-in times. Failure to check-in and claim assigned housing space or to make alternative arrangements for late move in by 5:00pm Friday of the first week of instruction may result in cancellation of the License Agreement. Resident will be assessed cancellation charges in accordance with cancellation policy outlined in License Terms and Conditions.

d. Use of Premises

- i. Licensee agrees that assigned space is licensed for residential use only. Licensee shall not use the space as a business address nor conduct business activities on the premises. Conducting business activities includes (but is not limited to) using the living unit address as a mailing address for business related activities, or hosting business-related functions and/or websites. Licensee additionally agrees not to permit the living unit to be used for illegal purposes or to engage in illegal acts within the living unit or upon the grounds of the residential community. Licensee may not sub-lease space to another individual.

e. Room and Hall Assignment and Changes

- i. The University shall assign each Licensee a bed space in a particular room. Specific assignment may be changed from time to time based on the needs of the Licensee and/or Housing
- ii. Where possible, the University will accommodate the Licensee's request.
- iii. Room and hall changes may only occur as directed by the Housing staff, or as requested by a Licensee and approved by the Housing staff.
- iv. Failure to move to a new room as directed by staff, or failure to accommodate a room for a new roommate, are violations of the License Agreement.
- v. Licensee shall consolidate (move or have someone move into their room) when directed based on their room having an open bed space.
- vi. Licensee may have the option to “buy out” the open bed space turning the room into a single room depending on space and departmental needs.

f. Checking In and Out

- i. When checking into the residence hall, Licensee must fill out and sign a Room Condition Inventory (RCI) upon inspection of the room. This must be turned back in within 48 hours of occupancy.
- ii. When checking out of the housing facility, Licensee must return the room to the original configuration and condition; turn in all keys, and key cards; and remove all personal property. It is the Licensee's responsibility to follow proper University check-out procedures (Licensee should check with their residence hall front desk for proper check-out procedures); failure to do so may result in improper check-out charges.

III. Agreement of Fees

- a. Exact balance due will be determined by final room type assignment and meal plan choice. See published payment plan to determine costs for each room type and meal plan option.
- b. Payment Schedule

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- i. All payments must be receipted to Licensee’s account on or before published deadlines. Late fees will be assessed on late payments regardless of postmark date.
 - ii. If any financial aid/scholarship is awarded and there are funds remaining after tuition fees are paid, these funds are applied toward other University debts on the resident’s account such as housing installment payments. Licensee agrees to review account balance information regularly through his or her MyCoyote Account and make payment on or before published due dates.
- c. Installment Payment Plan (IPP)
- i. Students in good financial standing with the University are eligible to enroll in a payment plan through Student Financial Services. The IPP allows students to pay tuition and fees, including housing fees, in three installments. Enrollment in the IPP is available only through the MyCoyote Student Center. A \$22 non-refundable processing fee applies.
 - ii. Failure to pay the first installment may result in loss of registration. Missed payments after the first installment will result in the placement of late fees and negative holds.
 - iii. Once an IPP contract has been accepted by the student, it cannot be revised.

IV. Cancellation of License Agreement

a. Cancellation Prior to Paying Housing Application Fee

Students who apply for on-campus housing are required to pay a \$25 application fee. A student may cancel his or her application before this payment is submitted; in this case, no cancellation fee will apply. A written cancellation request must be submitted through the online Housing Portal.

b. Cancellation Prior to Published Cancellation Deadline

The Licensee may cancel their Housing License Agreement online through the Housing Portal by published Cancellation Deadlines. The Licensee’s cancellation fee is \$25, with no additional financial penalties, if a written cancellation is submitted at least thirty (30) days before the start of the published Fee Period.

Cancellation Deadlines:

2019-20 Academic Year.....	August 16, 2019
Winter 2020.....	December 6, 2019
Spring 2020.....	February 28, 2020

c. Cancellation After Published Cancellation Deadline

- i. The License Agreement is a legal and binding contract between the Licensee and the University for the full fee period stated. Any Licensee who wishes to terminate the License Agreement shall submit the Request to Cancel Housing License Agreement form which should be submitted with at least thirty (30) days’ written notice. The reason for cancellation is limited to the cancellation standards noted in this agreement. Cancellation requests must include appropriate explanation and documentation. The University may grant or deny the written request.
- ii. A request to cancel a housing license after the published deadline must be based on the cancellation standards listed below. **The Licensee must also attach a detailed statement of compelling reasons for cancellation request along with appropriate supporting documentation.**

Cancellation Standards

- End of student status at CSUSB

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- Marriage (Copy of marriage certificate required)
 - Military Service (Copy of military orders should be attached)
 - Unexpected Hardship - Unexpected situation which has occurred since signing license agreement. Approval is at discretion of Housing and Residential Life. Examples of unexpected hardships which may be considered include significant loss of family income, loss of family home, serious illness, or death of family member.
- iii. Approved Cancellation: If the request for cancellation is granted by the University, the financial obligation to the Licensee may include:
- Cancellation fee of \$25
 - Prorated rent charges for dates of occupancy (including the thirty (30) day notice period if applicable). Rental fees are determined by a daily prorated rate.
 - Prorated meal plan charges based on date of approved move out and/or meal plan usage.
 - Licensee is responsible for arranging and completing all necessary check-out procedures with appropriate Housing and Residential Education staff.
- iv. Denied Cancellation: If the request for cancellation is denied, the Licensee is responsible for paying all fees outlined in the License Agreement. Abandonment of the premises is not a release of financial obligation to the Licensee. (Refer to “Treatment of Indebtedness” section of this Agreement.)

V. Revocation of License Agreement

- a. The University may revoke this License Agreement upon the following conditions:
- i. In the event of misconduct listed in the subsection 41301, Title 5, California Code of Regulations.
 - ii. Failure of Licensee to maintain status as a student at the University. Residents must be enrolled in six (6) or more units to be eligible to live on campus.
 - iii. Licensee’s breach of any term or condition of this License Agreement, appendices, or housing handbook policies, including failure to pay required fees.
 - iv. In the event of University administrative necessity for license revocation (i.e. in rare cases of destruction or unavailability).
 - v. In the event of an occurrence described in subsections (1), (2), or (3), the University shall give Licensees not less than three (3) days’ written notice; in the event of an occurrence described in subsection (4) the University shall grant licensees not less than fourteen (14) day notice except in cases of emergency.

VI. Abandonment or Termination by Licensee

- a. Except as permitted in Section IV or V, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due the University, so long as the University does not terminate Licensee’s right to an assigned bed space.
- b. 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, whose consent shall not unreasonably be withheld.

VII. Construction and Renovation

Construction on the CSUSB campus may occur in or near campus housing facilities. Work is generally scheduled during normal daytime working hours (8:00am - 5:00pm) Construction projects could result in disturbances and disruptions,

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including, but not limited to, increased noise and dust in the area. Housing will provide timely notification of construction in or near residence halls whenever possible. By signing this License Agreement, the student agrees that he/she has been advised of possible construction and acknowledges disturbances and disruptions resulting from construction are not grounds for termination of this agreement or adjustment in room costs.

VIII. Destruction or Unavailability

In the event that 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 pro rata refund of any fees applicable to periods after Licensee was required to vacate. Such conditions include, but are not limited to, damage caused by floods, mudslides, fire, earthquake, 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 a drop results in an over-booking of available housing facilities.

IX. Refunds

University shall authorize refunds as provided for in Title 5, California Code of Regulations and the Housing and Dining License Agreement. Resident should allow approximately two to three weeks after move out for processing of refund paperwork by the University.

X. Treatment of Indebtedness

Failure of Licensee to satisfy the financial obligations of this License Agreement may result in one or more of the following:

- a. Imposition of a late fee in accordance with the fee schedule.
- b. Withholding of University services pursuant to subsection 42380, et seq., California Code of Regulations; Title 5; Division 5; Chapter 1; Subchapter 5; Article 11. This includes items such as: availability of official transcripts and/or denial of registration.
- c. Offset of paychecks, loans, grants, or scholarship payable through the University, and/or income tax refunds or rebates.
- d. Revocation of the License Agreement / Eviction.
- e. Legal action to collect unpaid obligations.

XI. Student Conduct

The Housing Handbook contains additional regulations, rules, and details to the respective housing facilities applicable to licensees that reside in the respective housing facility. The provisions of Sections 41301 and 41302 of Title 5 of the California Code of Regulation, which relates to student conduct on campus, are applicable to the on-campus University Housing system. A copy of these regulations is available online at the CSU Chancellor's Office, <http://www.calstate.edu>. Residents not in compliance with Housing and Title 5 regulations may be subject to University disciplinary action and/or eviction from the housing complex. Eviction due to disciplinary action can result in the Licensee owing the amount due under the full fee period of the license. All residents will be held to the policies within the Housing Handbook, including but not limited to the following:

- a. Tobacco and Smoke-Free Environment: Tobacco and Smoke-Free means the use of cigarettes, pipes, cigars, other "smoke" emanating products including e-cigarettes, vapor devices, smokeless tobacco, snuffs, and other tobacco and like products are prohibited on all University and auxiliary properties. This includes, but is not limited to

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smoking in all student rooms, community/common areas, walkways, halls, hall lounges, laundry rooms, bathrooms, and recreation areas.

- b. Document Conflict: In the event of a conflict between the license, terms and conditions, handbook, and CSU policies, the more stringent and severe document, rule, or regulation will be enforced.

XII. Conviction of Crime

The University reserves the right to reject the application/agreement of any student who has been convicted of a crime or who has pled guilty to a crime or otherwise may pose a potential danger to University facilities or students. Residents are under a continuing duty to report convictions of a crime, even if adjudication or sentence has been withheld. If you have been convicted of a crime, or pled guilty to a crime, please provide the following information on a separate page: case number, nature of crime, when and where the crime occurred, outcome, current status of the case. This information must be submitted by the applicant, or in the event of a conviction occurring after the submission of the application, it should be provided in writing to the Director of Housing Operations and Conference Services within ten (10) days of the conviction. The University further reserves the right to revoke any application either before or after the application has been accepted.

XIII. Maintenance of Premises

- a. The University shall provide Licensee with room/suite furnishings. The Licensee will have the opportunity to note the condition of the room during the check-in process. 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. Licensee shall vacate the living unit in good order and repair; normal and reasonable wear and tear are accepted. In the event Licensee fails to maintain the living unit in good order and repair, Licensee shall pay the University the reasonable costs incurred in returning the living unit to a condition of good order and repair.
- b. Public areas and community bathroom facilities which are shared by residents on the floor will be maintained by the custodial staff. Living areas and bathroom facilities which are located within the room or suite must be cleaned and maintained by the residents of the unit.
- c. Licensee shall make no alteration or addition to the housing facility, structure, and/or furnishings without the permission of the University.
- d. Licensee agrees to be jointly responsible with other residents for the protection of the housing facility including furnishings and equipment. Cost for damage or loss of common area furnishings or equipment (unless assigned to specific individuals), may be divided among all members of the living community who have reasonable access to the common area.

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 lawful purpose. University shall exercise these rights reasonably and with respect for Licensee's right to be free from unreasonable searches and intrusions into privacy and study space. While the staff will announce themselves before entering, these entries may be unscheduled.

XV. Insurance

University does not assume liability for a Licensee's personal belongings and has no insurance to cover personal or property damage of Licensee. Therefore, the University strongly recommends that the Licensee obtain additional coverage, such as a renter's insurance policy.

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- a. During the period covered by this License Agreement, it is highly encouraged that the Licensee obtains health and accident insurance, on either an individual or group basis. Please be advised that the University does not cover nor assume medical expenses or liability for Licensees.

XVI. Non-waiver

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

XVII. Taxable Possessor Interest

- a. It is the position of the University that this License Agreement does not create a taxable possessor interest in real property. However, pursuant to Revenue and Taxation Code subsection 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.

XVIII. Clery Disclosure

- a. In compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, California State University, San Bernardino has made crime reporting statistics available online at the CSUSB University Police Department website (<https://csupd.crimegraphics.com/2013/default.aspx?InitialTab=14>)

XIX. Megan's Law Disclosure

- a. Pursuant to Section 290.46 of the Penal Code, information about specific registered sex offenders is made available to public via Internet Website maintained by the Department of Justice at www.meganslaw.ca.gov.
- b. Depending on the offender's criminal history, this information will include either the address at which the offender resides or the community of residences and zip code in which he/ she/they resides.

XX. Annual Fire Safety Report

- a. Housing and Residential Education publishes the annual Fire Safety Report for the residential community. The report includes: A description of each on-campus student housing facility; The number of fire drills conducted during the reporting year; Campus policies or rules on portable electronic appliances, smoking, and open flames in the student housing facility; Campus procedures for evacuating student housing in the event of a fire; The policies regarding fire safety education and training programs provided to the students and employees (including the procedures that students and employees should follow in the case of a fire: The titles of each person or organization to which students and employees should report that a fire occurred; and plans for future improvements in fire safety, if any. For more information on the Annual Fire Safety Report see the University Police website at: https://www.csusb.edu/sites/default/files/FireSafetyReport_CSUSB.pdf