I. TERMS AND CONDITIONS:
   (A) This Student Housing License Agreement is entered into between the Trustees of the California State University by California State University, Fullerton, hereinafter called the "University", and the designated student, hereinafter called "Licensee".
   (B) In consideration of the right to occupy an assigned bed space within the student housing facilities at the University and participate in a meal plan, Licensee hereby agrees to make payment to the University in accordance with the Student Housing License Agreement Payment Plan.
   (C) The use of student housing facilities at California State University, Fullerton is subject to Article 5 - Housing and Article 6 – Meals (Sections 42000 through 42103) of Subchapter 5 of Chapter 1 of Division 5 of Title 5 of the California Code of Regulations.
   (D) This is a legal and binding agreement for the entire 2018-2019 academic year. The Undersigned understands and agrees that the terms and conditions herein constitute a license agreement between the University and the Undersigned for the entire period of occupancy outlined below. Licensee hereby acknowledges that she or he has been provided a copy of this license agreement for her or his records.
   (E) Licensee agrees to comply with the Student Housing License Agreement and any subsequent amendments, including student housing policies, newsletters, emails, social media, and other distributed materials.
   (F) This Student Housing License Agreement shall not be transferred or sublet.
   (G) It is understood and agreed by Licensee and the University that neither a lease nor any other interest in real property is created by this Student Housing License Agreement.

II. OCCUPANCY:
   (A) The University hereby grants to Licensee a meal plan and permission to occupy a bed space within the student housing facilities as a licensee for the fee period unless sooner cancelled under the provisions of the 2018-2019 Student Housing License Agreement.
   (B) The University shall assign Licensee to a specific room without regard to race, color, national origin, sex, age, disability, creed, religion, sexual orientation, gender identity, gender expression, veteran status, political affiliation, or political philosophy, and does not guarantee specific rooms, halls, or roommates.
   (C) The University shall have the right to reassign Licensee to a different room without the consent of Licensee during the term of the Student Housing License Agreement. The University reserves the right to change room or hall assignments and/or roommates to consolidate vacancies.
   (D) Period of Occupancy: Thursday, August 23, 2018 at 9:00am through Friday, May 17, 2019 at 10:00pm.
   (E) Licensee who does not take possession of the bed space offered by the University on Thursday, August 23, 2018 is not released Licensee from paying any obligation due to the University for the period that the University does not have a replacement resident and is unable to substitute a new resident. The University shall not incur financial loss.
   (F) The Residence Halls close and residents must vacate for Winter Recess by Friday, December 21, 2018 at 10:00pm. The Residence Halls re-open Thursday, January 17, 2019 at 9:00am.

III. ENHANCEMENT OF EDUCATIONAL EXPERIENCE:
   (A) The University shall maintain professional staff to work with students to develop community within the student housing facilities in order to enhance students’ educational experience at the University. The University shall provide opportunities for input by Licensee into the development of the community.
   (B) Licensee agrees to recognize the importance of maintaining the student housing facilities as an environment which is conducive for fellow students to study, live and sleep. While in the student housing facilities, Licensee agrees to adhere to established quiet hours and not to disturb this environment during said hours.

IV. MAINTENANCE OF PREMISES:
   (A) The University shall provide Licensee with the furnishings and Licensee will maintain them in the condition noted on the Room Condition Report (RCR). 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. Licensee shall vacate the living unit in good order, normal and reasonable wear and tear excluded. 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) Licensee shall make no alteration to the student housing facilities without the written permission of the University. Licensees who have made alterations to the premises will incur all fees associated with the cost of returning the premises to their original condition as determined by the University.
   (C) Licensee shall not possess any highly flammable material, firearms, 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.

V. CANCELLATION OF STUDENT HOUSING LICENSE AGREEMENT BY LICENSEE: Licensee must request to cancel a reservation for a bed space and meal plan by giving written notice to the University.
   (A) Cancellation requests PRIOR to fee period:
      (1) Written notifications received by the Housing Office by Monday, July 23, 2018 are refundable less a non-refundable $50 service fee.
      (2) Cancellations requested after Monday, July 23, 2018, but prior to Thursday, August 23, 2018, will be considered only if the University has a replacement resident and can substitute the new resident without incurring financial loss.
   (B) Cancellation requests AFTER the beginning of the fee period:
      (1) Licensee may request a cancellation after Thursday, August 23, 2018, the start of the fee period, but the University, in its sole discretion, will decide whether to grant or deny the request to vacate.
      (2) In addition to the possible causes for revocation as listed in Section VIII, Licensee may request a cancellation after the start of the fee period for the following reasons, with verification: (1) Student-initiated, non-disciplinary end of student status; or (2) Marriage. Cancellations for these two reasons may be assessed fees for 30 days room only beginning the date of approval if the University is unable to replace Licensee without incurring financial loss. Cancellations approved with verification for any other reason may be considered only if the University has a replacement resident and can substitute the new resident without incurring financial loss.
VI. REVOCATION OF STUDENT HOUSING LICENSE AGREEMENT (BY UNIVERSITY):

(A) The University may revoke this Student Housing License Agreement for the following reasons:

1. Disciplinary action taken against Licensee pursuant to Sections 41301-41304 of Article 2 of Subchapter 4 of Chapter 1 of Division 5 of Title 5 of the California Code of Regulations.
2. Licensee’s failure to maintain status as a student at the University.
3. Licensee’s breach of any of the terms or conditions of this Student Housing License Agreement.
4. Administrative necessity of the University

(B) The University shall provide Licensee not less than three (3) days notice in the event of an occurrence described in Article IX, Section (A), subsection (1), (2), (3), and not less than fourteen (14) days notice in the event of an occurrence described in Article IX, Section (A), subsection (4), except in cases of emergency.

(C) Revocation of this Student Housing License Agreement shall not release Licensee from paying any obligation due to the University for the period that the University does not have a replacement resident and is unable to substitute a new resident. The University shall not incur financial loss.

VII. ABANDONMENT OR CANCELLATION BY LICENSEE: Except as permitted in Section V, cancellation of this Student Housing License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due to the University for so long as the University does not terminate Licensee’s right to an assigned bed space. In the event of cancellation or abandonment, Licensee shall have the right to be released from this Student Housing License Agreement if a suitable replacement is found by the University, pursuant to campus regulations and with consent of the University, which consent shall not unreasonably be withheld. Failure to comply with outlined Student Housing instructions regarding vacating the premises could result in a fee, in accordance with the fee schedule. Abandoned premises shall have secondary priority for replacement after students who completed a request for Student Housing License Agreement cancellation.

VIII. VACATING STUDENT HOUSING FACILITIES: Licensee shall vacate the student housing facilities upon the expiration of the license period or upon revocation of this Student Housing License Agreement, whichever occurs first. If the Licensee fails to complete a proper checkout, The University may assess an improper checkout fee.

IX. DESTRUCTION OR UNAVAILABILITY: In the event that a bed space is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this Student Housing License Agreement is made, Licensee shall be entitled to a full refund prior to occupancy or to a prorated 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, slides, fire, earthquake, other natural disasters and vandalism; civil disorders; compliance with state or federal law; unanticipated interruption of basic services because of labor strife; a drop in the rate of cancellations not reasonably foreseen at the time this Student Housing License Agreement is made; loss due to the University’s administrative necessity of the University; destruction of the facility due to construction delays.

X. REFUNDS: In instances of requests for cancellation, revocation, or vacating, Licensee shall owe fees regardless of whether Licensee ever assumed actual occupancy and regardless of whether a licensee who has assumed actual occupancy moves out of the facility prior to the designated period of obligation. The campus shall refund all money collected in excess of such obligation as soon as reasonably possible. Any refunds shall be offset by the cost of restoring damaged or lost or destroyed property, normal wear and tear excepted, and by the added cost of cleaning a student housing facility that has not been left in a reasonably clean condition.

XI. TREATMENT OF INDEBTEDNESS: Failure of Licensee to satisfy the financial obligations in accordance with the fee schedule of this Student Housing License Agreement may result in the following:

(A) Imposition of a late fee, in accordance with the fee schedule.
(B) Revocation of the Student Housing License Agreement.
(C) Eviction.
(D) Withholding of University services pursuant to Section 42380 of Article 11 of Subchapter 5 of Chapter 1 of Division 5 of Title 5 of the California Code of Regulations. This includes:
(E) Withholding official transcripts.
(F) Denial of registration.
(G) Offset of paychecks, loans, grants or scholarships payable through the University, and/or income tax refunds or rebates.
(H) Legal action to collect unpaid obligations.

XII. NON-WAIVER: The waiver of any breach of a term or condition of this Student Housing License Agreement shall not constitute a waiver of any subsequent breach.

XIII. TAXABLE POSSESSORY INTEREST: It is the position of the University that this Student Housing License Agreement does not create a taxable possessory 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 Student Housing License Agreement.

XIV. SOLICITATION/COMMERCIAL USE: No advertising, selling, or commercial solicitation is permitted in the student housing facilities without prior approval of the Director, Housing and Residential Engagement. The student housing facilities cannot be used to house or host commercial interests or to conduct business endeavors.

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, occupancy checks or for any other lawful purpose. The University shall exercise these rights reasonably and with respect for Licensee’s right to be free from unreasonable searches and intrusions into study or privacy.

XVI. ENERGY/UTILITIES: The cost of electricity, gas, water, sewer, trash, heat and air conditioning utilities are included under the terms of the Student Housing License Agreement.
XXI. STUDENT HOUSING FEE PAYMENT INFORMATION: Student Housing fees include room and board as described in this Student Housing License Agreement as well as student programs, meals, activities, and services.

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### Housing and Residential Engagement

**Student Housing License Agreement 2018-2019**

#### Double Apartments

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<th>Plan Type</th>
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<th>112 Block Meal Plan</th>
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#### Single Apartment Room and Board

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*Note: The first installment may be reduced by the paid $350 initial housing payment (deposit).*

☐ I acknowledge that I have read, understand and agree to abide by this legal and binding agreement for the entire period of occupancy outlined above.

☐ I am under 18 years of age

If Licensee is under 18 years of age, Licensee’s parent or court appointed legal guardian must guarantee Licensee’s obligation pursuant to the Student Housing License Agreement by signing below.

By signing as the Guarantor, you are guaranteeing full and prompt payment to the University of all sums payable by Licensee pursuant to this Student Housing License Agreement.

**Student First and Last Name (Please Print)**

**CWID**

**Student, Signature**

**Date of Signature**

**Guarantor, First and Last Name (Please Print)**

**Relationship to Student**

**Guarantor, Signature**

**Date of Signature**