



STUDENT HOUSING LICENSE AGREEMENT 2016-2017

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 2016-2017 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 2016-2017 Student Housing License Agreement.
- (B) The University shall assign Licensee to a specific room without regard to race, religion, sexual orientation, or national origin, and does not guarantee specific rooms, halls, or roommates. 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.
- (C) **Period of Occupancy:** Thursday, August 18, 2016 at 9:00am through Friday, May 19, 2017 at 10:00pm.
- (D) The Residence Halls close and residents must vacate for Winter Recess by Friday, December 16, 2016 at 10:00pm. The Residence Halls re-open Thursday, January 19, 2017 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 BY LICENSEE PRIOR TO FEE PERIOD: Licensee may cancel a reservation for a bed space and meal plan by giving written notice to the University. Written notifications received by the Housing Office by Monday, July 18, 2016 are refundable less a non-refundable \$50 service fee. Cancellations requested after Monday, July 18, 2016, but prior to Thursday, August 18, 2016, will be considered only if the University has a replacement resident and can substitute the new resident without incurring financial loss.

VI. CANCELLATION DUE TO NON-POSSESSION: Licensee who does not take possession of the bed space offered by the University on Thursday, August 18, 2016 will be cancelled due to non-possession. Cancellation due to non-possession 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. CANCELLATION AFTER THE BEGINNING OF THE FEE PERIOD: Licensee must request to cancel a reservation for a bed space and meal plan by giving written notice to the University. Licensee may request a cancellation after August 18, 2016, the start of the fee period, but the University, in its sole discretion, will decide whether to grant or deny the request to vacate. In addition to the possible causes for revocation as listed in Section IX, 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 will 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.

- VIII. CANCELLATION BY MINORS:** In the event that Licensee is under the age of 18 at the time the Student Housing License Agreement is executed, the request for cancellation of the Student Housing License Agreement must be accompanied by the written consent of a parent or legal guardian.
- IX. 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, including failure to pay required fees.
 - (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.
- X. ABANDONMENT OR CANCELLATION BY LICENSEE:** Except as permitted in Section V or VII, 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. Abandoned premises shall have secondary priority for replacement after students who completed a request for Student Housing License Agreement cancellation.
- XI. 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.
- XII. 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 disorder; 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 by the University, if such drop results in an overbooking of available student housing facilities or lack of availability due to construction delays.
- XIII. 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.
- XIV. 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:
 - (1) Withholding official transcripts.
 - (2) Denial of registration.
 - (E)** Offset of paychecks, loans, grants or scholarships payable through the University, and/or income tax refunds or rebates.
 - (F)** Legal action to collect unpaid obligations.
- XV. 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.
- XVI. 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.
- XVII. SOLICITATION/COMMERCIAL USE:** No advertising, selling, or commercial solicitation is permitted in the student housing facilities without prior approval of the Director, Housing and Residence Life. The student housing facilities cannot be used to house or host commercial interests or to conduct business endeavors.
- XVIII. RIGHT OF ENTRY:** The University shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance 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.
- XIX. 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.
- XX. INSURANCE:**
- (A)** The University has no insurance to cover personal or property damage of Licensee. Therefore, the University highly recommends that Licensee obtain insurance such as a renter's policy.

(B) During the period covered by this Student Housing License Agreement, Licensee is encouraged to obtain health and accident insurance, on either an individual or group basis.

XXI. IMMUNIZATIONS: Immunizations offer safe and effective protection from vaccine-preventable diseases. The United States is experiencing re-emergence of these diseases, in part due to factors such as un-immunized and under-immunized persons and global travel. The American College Health Association (ACHA) strongly supports the use of vaccines to protect the health of our individual students and our campus communities. Before you start college, you should make sure that you are up-to-date on all immunizations including the following: measles, mumps, rubella; tetanus, diphtheria, pertussis; varicella; and hepatitis B. In addition, students living in on-campus housing are recommended to get the meningococcal conjugate vaccine. For additional information, please visit the Center for Disease Control and Prevention's website, www.cdc.gov or contact the Student Health and Counseling Center.

XXII. AGREEMENT AND FEES:

(A) For occupancy commencing on the date specified on the Student Housing License Agreement, Licensee shall pay the sum indicated on the Student Housing License Agreement Payment Plan, due and payable on the dates specified by Student Financial Services without demand or billing from the Housing Office. All payments shall be due on or before the date specified by the Student Housing License Agreement Payment Plan. For periods of occupancy within any license period, but less than the complete license period, the student housing fees shall be prorated on a daily basis. Each late payment made will be assessed a \$30 late fee.

(B) The University reserves the right to revise room and board rates and any or all other charges upward or downward upon thirty (30) days written notice.

(C) **Initial Payment:** A signed copy of the Student Housing License Agreement must accompany the first payment toward license fees. The first payment totaling \$350.00 is applied toward the total cost of the Student Housing License Agreement as detailed in section XXIV. A \$50 service fee is non-refundable even if the license agreement is cancelled.

(D) **Returned Payments:** Licensee will be charged any bank charges assessed to the University for returned payments.

XXIII. MEAL PLANS:

(A) **Meal Plan Options:** Housing shall provide the following meal plan options: 7 Day Continuous Dining with \$200 Declining Balance per semester, 5 Day Continuous Dining with \$100 Declining Balance per semester, 112 Block with \$200 Declining Balance per semester (Apartment Residents Only) or 80 Block with \$200 Declining Balance per semester (Apartment Residents Only). The 7 Day Continuous Dining plan provides unlimited access to The Gastronome seven days each week during regular meal hours. The 5 Day Continuous Dining plan provides unlimited access to The Gastronome Monday through Friday during regular meal hours. Block meal plans provide either 112 or 80 individual entrances to The Gastronome for any meal at any time during a semester. Each meal plan comes with a specified amount of declining balance credits that can be used for purchases in the Late Night Cafe or the Community Market.

(B) **Issuance of Meal Plans:** All residents must select a meal plan. If Licensee does not indicate a choice between the meal plan options available, Licensee will automatically be assigned to the 5 Day Continuous Dining with \$100 Declining Balance per semester.

(C) **Declining Balance:** Declining Balance credits are allocated at the beginning of each semester. Unused Declining Balance credits can "roll over" from the Fall Semester to the Spring Semester but expire on May 19, 2017.

(D) **Guest Meals:** Each meal plan includes 8 Guest Meals per semester. Unused Guest Meals do not "roll over" from semester to semester.

(E) **Meal Service:** Continuous meal service hours are offered in The Gastronome to cover breakfast, lunch, and dinner seven days each week including holidays except as noted below. For further information regarding meal plans, meal service hours, and menus, visit <http://www.csufgastronome.com>. Meal service in The Gastronome shall begin and end according to the following schedule:

	<i>First Meal Begins</i>	<i>Ends</i>
<i>Fall 2016</i>	Lunch on Thursday, August 18, 2016	Dinner on Friday, December 16, 2016
<i>Spring 2017</i>	Lunch on Thursday, January 19, 2017	Dinner on Friday, May 19, 2017

(F) **Holidays and Semester Breaks:** The Gastronome will be closed, and Continuous Dining and Block meal plans will not be available on the following dates: November 24 - 26, 2016 (Fall Recess), December 17, 2016 - January 18, 2017 (Winter Recess), and March 26 - April 1, 2017 (Spring Recess). Licensee may use Declining Balance or cash to access the limited dining services provided during these periods.

(G) **Changing Meal Plans:** Meal plans for Fall Semester 2016 may be decreased until Monday, July 18, 2016; will take effect on Thursday, August 18, 2016; and may be increased until Monday, September 19, 2016. Meal plans for Spring Semester 2017 may be decreased until Friday, December 16, 2016; will take effect on Thursday, January 19, 2017; and may be increased until Monday, February 20, 2017. All meal plan change requests must be made in writing to the Housing Office. No credit or refund is allowed for meals not eaten by Licensee. Each meal card is nontransferable and is for the exclusive use of Licensee to whom it has been issued. If Licensee would like to request to opt out of the meal plan, a request must be made in writing to the Housing Office, but the University **in its sole discretion**, will decide whether to grant or deny the request to opt out.

XXIV. 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.

(A) 2016-2017 Student Housing Fee Summary:

Room Type	Room	Board	Total
Residence Halls			
5 Day Continuous Meal Plan	\$11,466	\$3,348	\$14,814
7 Day Continuous Meal Plan	\$11,466	\$3,876	\$15,342
Double Apartments			
80 Block Meal Plan	\$9,300	\$1,680	\$10,980
112 Block Meal Plan	\$9,300	\$1,992	\$11,292
5 Day Continuous Meal Plan	\$9,300	\$3,348	\$12,648
7 Day Continuous Meal Plan	\$9,300	\$3,876	\$13,176

Single Apartments			
80 Block Meal Plan	\$12,210	\$1,680	\$13,890
112 Block Meal Plan	\$12,210	\$1,992	\$14,202
5 Day Continuous Meal Plan	\$12,210	\$3,348	\$15,558
7 Day Continuous Meal Plan	\$12,210	\$3,876	\$16,086

(B) 2016-2017 Student Housing Fee Payment Schedule:

Due Dates	8/12/16 *	9/12/16	10/13/16	1/13/17	2/13/17	3/16/17	Total
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Residence Hall Room & Board

5 Day Meal Plan	\$2,469	\$2,469	\$2,469	\$2,469	\$2,469	\$2,469	\$14,814
7 Day Meal Plan	\$2,557	\$2,557	\$2,557	\$2,557	\$2,557	\$2,557	\$15,342

Double Apartment Room & Board

80 Block Meal Plan	\$1,830	\$1,830	\$1,830	\$1,830	\$1,830	\$1,830	\$10,980
112 Block Meal Plan	\$1,882	\$1,882	\$1,882	\$1,882	\$1,882	\$1,882	\$11,292
5 Day Meal Plan	\$2,108	\$2,108	\$2,108	\$2,108	\$2,108	\$2,108	\$12,648
7 Day Meal Plan	\$2,196	\$2,196	\$2,196	\$2,196	\$2,196	\$2,196	\$13,176

Single Apartment Room & Board

80 Block Meal Plan	\$2,315	\$2,315	\$2,315	\$2,315	\$2,315	\$2,315	\$13,890
112 Block Meal Plan	\$2,367	\$2,367	\$2,367	\$2,367	\$2,367	\$2,367	\$14,202
5 Day Meal Plan	\$2,593	\$2,593	\$2,593	\$2,593	\$2,593	\$2,593	\$15,558
7 Day Meal Plan	\$2,681	\$2,681	\$2,681	\$2,681	\$2,681	\$2,681	\$16,086

*Note: The first installment may be reduced by the paid \$350 housing deposit fee.

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