

**2009-2010**  
**STUDENT HOUSING LICENSE AGREEMENT**  
**CALIFORNIA STATE UNIVERSITY, FULLERTON**  
**800 N State College Blvd.**  
P. O. Box 34060  
Fullerton, CA 92834-9460

The use of housing facilities is subject to Article 5 and 6 of Subchapter 5 of Part V (Sections 42000 through 42103) of Title 5 of the California Administrative Code.

**I. AGREEMENT AND FEES:** This License Agreement is entered into between the Trustees of the California State University by California

State University, Fullerton, hereinafter called the "University", and STUDENT, hereinafter-called "Licensee".  
(above named student)

In consideration for the right to occupy an assigned bed space within the housing facility at the University, Licensee hereby agrees to make payment to the University in accordance with Student Housing License/Payment Agreement

**II. OCCUPANCY.** The University hereby grants to Licensee permission to occupy a bed space within the housing facility as a licensee for the fee period beginning **August 19, 2009, through May 21, 2010**, unless sooner terminated under the provisions of the 2009-2010 Student Housing License Agreement and Housing Facilities Regulations. Specific assignment of a space within the housing facility shall be made by the University and may be changed from time to time. Licensees in housing located on the premises of University may, from time to time, experience ambient noise, inconvenience, and/or impeded access to or use of housing facilities or ancillary facilities caused by construction projects in or near the housing buildings, which may negatively impact Licensee's living environment.

**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 social, educational, and recreational opportunities available to Licensee.

**(B)** Licensee agrees to recognize the importance of maintaining the housing facility as an environment, which is conducive for fellow students to study, live and sleep in the housing facility. While in the housing facility, Licensee agrees to adhere to established quiet hours and courtesy hours and not to disturb this environment.

**IV. TERMS AND CONDITIONS. (A)** This License Agreement is subject to the regulations contained in Title 5 of the California Administrative Code, Sections 42000-42101. A copy of those regulations is available at the Residence Hall Office.

**(B)** Licensee agrees to comply with the housing facility regulations, which are attached hereto, and any subsequent amendments, including the Housing Calendar Handbook and Housing Newsletter.

**(C)** This License Agreement shall not be transferred or sublet, except as permitted in Section IX.

**(D)** It is understood and agreed by Licensee and the University that neither lease nor any other interest in real property is created by this Agreement.

**V. MAINTENANCE OF PREMISES. (A)** The University shall provide the Licensee with the furnishings and Licensee will maintain them in the condition noted on the Room Condition Inventory. 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 excepted. 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.** (As a part of such reimbursement, Licensee's security deposit, or a portion thereof, may be expended for the purpose of payment of such costs.)

**(B)** Licensee shall make no alteration to the housing facility without the permission of the University. Any structural addition or alteration is prohibited without written permission of the University.

**(C)** 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 the University authorities, poses an unreasonable risk of damage or injury.

**VI. CANCELLATION BY LICENSEE PRIOR TO FEE PERIOD. (A)** Licensee may cancel a reservation for a housing facility by giving written notice to the University at least 30 days prior to the beginning of the fee period.

**(B)** A request to cancel a reservation less than 30 days prior to the beginning of the fee period shall include Licensee's statement of reasons. The University shall grant or deny the request based on the following standards with **appropriate verification**: (1) End of student status; (2) Marriage; (3) Documented financial hardship. Financial hardship is defined as a change in financial situation, since signing license agreement, beyond licensee control and documentable by a third party.

- VII. CANCELLATION AFTER THE BEGINNING OF THE FEE PERIOD.** (A) Any Licensee who requests to vacate the housing facility shall give at least thirty (30) days written notice of intention to vacate and the reason therefore.
- (B) The University may grant or deny a request to vacate submitted pursuant to subsection (A). The determination will be based on the following standards with **appropriate verification**: (1) End of student status; (2) Marriage; (3) Documented financial hardship. Financial hardship is defined as a change in financial situation, since signing license agreement, beyond licensee control and documentable by a third party.
- VIII. REVOCATION OF LICENSE AGREEMENT.** (A) The University may revoke this License Agreement upon the following conditions:
- (1) In the event of misconduct as listed in Section 41301, Title 5, California Administrative Code.
  - (2) Failure of Licensee to maintain status as a student at the University.
  - (3) Licensee's breach of any term or condition of this 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 subsection (1), (2), (3), and not less than fourteen (14) days notice in the event of an occurrence described in subsection (4), except in cases of emergency.
- 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 so 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 the University, which consent shall not unreasonably be withheld.
- X. 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 full refund prior to occupancy or 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, slides, 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 the University, if such drop results in an overbooking of available housing facilities or lack of availability due to construction delays.
- XI. REFUNDS.** The University shall authorize refunds only as provided for in Title 5 and the housing regulations.
- XII. VACATING THE HOUSING FACILITY.** Licensee shall vacate the housing facility upon the expiration of the license period or upon revocation of this License Agreement, whichever occurs first.
- XIII. TREATMENT OF INDEBTEDNESS.** Failure of Licensee to satisfy the financial obligations of this License Agreement may result in the following:
- (A) Imposition of a late fee, in accordance with the fee schedule.
  - (B) Revocation of the License Agreement.
  - (C) Eviction.
  - (D) Withholding of the University services pursuant to Section 42380, et seq., Title 5, California Administrative Code. 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.
- 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. 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.
- XV. INSURANCE.** (A) During the period covered by this License Agreement, Licensee is required to obtain health and accident insurance, on either an individual or group basis, with minimum coverage of \$2,000.00 in hospital benefits, \$150.00 in medical benefits, \$350.00 in surgical benefits, and \$50.00 in emergency benefits per accident or sickness.
- (B) 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.*
- XVI. VISITORS AND GUESTS.** Licensee shall permit no visitors or guests to enter the housing facility except as permitted by Section 3 of the attached housing facility regulations.
- XVII. NON-WAIVER.** 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 POSSESSORY INTEREST.** It is the position of the University that this 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 License Agreement.

## HOUSING FACILITY REGULATIONS

- I. **AGREEMENT AND FEES:** (a) For occupancy commencing on the date specified on the License Agreement, Licensee shall pay the sum indicated on the Housing License/Payment Agreement, due and payable on the first on-campus working day of said month without demand or billing from the Housing Office. The first payment shall be due on or before the date specified on the Housing License/Payment Agreement. For periods of occupancy within any license period, but less than the complete license period, the rent shall be prorated on a daily basis. No credit is allowed. Unpaid fees become delinquent on the eleventh day of the month and are assessed a late charge of \$30.00. This late charge is subject to change by executive order of the Chancellor.

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

(c) First payment. A signed copy of the License Agreement must accompany the License fee for the first period of occupancy. The first payment shall include a security deposit.

(d) Security Deposit. Licensee submits a security deposit in the sum of \$100.00 for a space within a furnished housing unit. The security deposit shall be retained by the University until Licensee's occupancy is terminated. The purpose of the security deposit is to assure the University that the facility will be occupied for the rental period, that the rent will be paid, that no loss of property or extraordinary wear will occur and that the housing unit will be left in a clean condition. The fee shall be returned to the Licensee reasonably soon after the termination of License Agreement, provided that all rental fees have been paid, the housing unit is left in clean condition, no loss of property or extraordinary wear or tear has occurred and Licensee has properly checked out in accordance with the Check-out Procedures. In the event costs exceed the amount of deposit, Licensee shall pay additional reasonable amounts as may be required to cover the excess cost of collection.

(e) Making payments. When making payments, Licensee shall include the name of the Licensee and College Wide ID number. Licensee shall make check payable to California State University, Fullerton for amount due and shall send payment to the Housing Office, California State University, Fullerton, P.O. Box 34060, Fullerton, CA 92834-9460; or shall pay by check or credit card in person at the University Housing Office during their regularly scheduled hours. Payments made by mail or other means will not be posted and considered made until processed by a representative of the Housing Office.
- II. **COMMUNITY LIVING:** (See License III-b) California State University, Fullerton houses in excess of 800 students. In any group living situation, there is a need to strike a balance between the rights of the individual and the responsibilities to the community. Licensees are expected to abide by the rules and regulations which are designed to promote the spirit of cooperation that must exist for individual needs in on-campus housing living as well as to assure the safety, comfort, and welfare of all residents. Licensees are responsible for the behavior of their visitors and guests. All visitors and guests shall be subject to the same rules as apply to Licensees.
- III. **GUESTS OR VISITORS:** (See License XVI) Guests will be allowed to stay a maximum of three days with permission of the Housing Director. The overnight guest privilege is extended ONLY to persons of the same sex as the host or hostess. Visitors may be of the opposite sex, but are not permitted the use of showers or sleeping facilities. Residents must be accountable for their guests and visitors at all times.
- IV. **ALCOHOL AND DRUGS:** (a) Alcoholic beverages may be consumed, possessed, or stored by Licensees and their visitors and guests of legal age only and only in their housing apartments. Alcoholic beverages are not to be consumed in common areas, such as the community building, the recreation areas, in public areas, or on patios and balconies. Kegs and party balls are prohibited.

(b) The University invites the attention of all residents to the following statement from the Alcohol Beverage Control Act: "Every person who sells, furnishes, gives, or causes alcoholic beverages to be sold to anyone, under the age of 21 years is guilty of a misdemeanor" (Business and Professions Code 25658A).

(c) Residents under the age of 21 are not permitted to host guests or residents of any age who are in possession of alcohol.

(d) Misuse of alcoholic beverages and/or possession of marijuana or other illegal drugs or inappropriate or illegal behavior, may result in disciplinary action, police citation, and/or arrest by police, whichever is appropriate. Drug paraphernalia and hookahs are prohibited.
- V. **PHYSICAL ABUSE AND HARASSMENT:** Causing the apprehension of physical harm to any person or causing physical harm to ones self or others will result in disciplinary action. There is to be no harassment or intimidation of any person.
- VI. **SAFETY AND SECURITY:** Public or common areas are for the use of the Licensee and their escorted guests only. No one may sleep overnight in public areas. Organized functions in public areas must be approved in advance by the Housing Office. Public passageways are for ingress or egress of the premises and not to be obstructed or used for any other purpose. No perimeter security is provided at the housing complex. Residents are to keep their apartment and bedroom doors locked at all times.
- VII. **KEYS AND CARD ACCESS KEYS:** Keys and card access keys are for residents' use only and are not to be loaned or duplicated.
- VIII. **BICYCLES, ROLLER BLADES, ROLLER-SKATES, SKATEBOARDS, MOPEDS, SCOOTERS, CARS AND OTHER MOTOR VEHICLES:** (a) Bicycle racks and storage huts are provided at suitable locations on the housing facility's grounds. Bicycles are not allowed in buildings or on balconies. Bicycles are not to obstruct or be parked in public passageways, in the community building, or in housing suites. None of the above is to be operated on pedestrian ways.

(b) Mopeds as defined in the California Vehicle Code shall be regarded as motor vehicles.

(c) Mopeds, motorcycles, motor scooters, or similar motor driven vehicles cannot be taken into housing suites or the community building for any reason, nor can they be operated or parked on sidewalks, patios, balconies, or lawns in and around on-campus residence areas. Because of fire hazards of gasoline, Public Safety officers will remove motor driven vehicles from housing suites, buildings, sidewalks, patios, balconies, or lawns without prior notice, and impound such vehicles at owner's expense.

(d) All motor vehicles shall be operated with due regard for the safety of all members of the community. All motor vehicles parking in the parking structure and environs must properly display a valid CSUF PARKING decal. University parking permits (decals) may be obtained from the University Cashier's Office or during the registration process.

(e) All vehicles shall conform to and abide by all University rules and regulations relating to vehicles.

**IX. ASSIGNMENT OF PRIORITY:** (a) Preference for assignment to the on-campus housing units is given to CSUF students enrolled full-time in the regular program of the CSUF campus who maintain satisfactory progress and who are also in good standing with the University. Satisfactory progress is interpreted as having a 2.0 GPA. Housing unit licenses may be canceled by the University if students fail to meet these minimum requirements. To remain eligible for housing, all assigned students must be regularly enrolled CSUF students as defined by the Registrar's Office and must maintain satisfactory academic progress and be in good standing with the University (undergraduate students must be enrolled in 12 semester units while graduate students must be enrolled in 9 semester units). Contact the Housing Office for summer unit load responsibility.

(b) Priority for single occupancy spaces is given to those individuals with at least one semester of University on campus housing experience and to those students with junior class standing or above.

**X. DAMAGES:** Licensee is held responsible for damages and will be sent bills for the cost of repair or replacement of University property within the housing complex. Public area damages that cannot be assigned to an individual may be assigned on a pro rata basis to each individual in that community.

**XI. FURNISHINGS:** Each furnished housing apartment contains dining table and chairs, sofa and armchairs, end table, coffee table, desk, chairs, beds, and chests of drawers. Every housing apartment is carpeted and equipped with stove, refrigerator, microwave oven, and window coverings. Washers, dryers, freezers, and additional stoves are prohibited. An additional refrigerator not to exceed 3.0 cubic feet may be permitted. Outdoor clotheslines, antenna, cables, storage, etc. are prohibited. Water beds and other water elements are prohibited. Any questions regarding extra appliances or size limits should be directed to the Housing Office prior to move in. The Licensee is responsible for providing other household items as necessary. No reduction in rent shall be allowed to Licensees who use their own furnishings in whole or part (Section 42019, Article 5 of Title 5 of the California Administrative Code). All upholstered furniture must have been treated for fire retardation and display proof.

**XII. ENERGY/UTILITIES:** (a) A Licensee desiring a telephone in his/her own housing unit must arrange for such with the SBC Telephone Company. Responsibility for telephone charges shall rest solely with the person to whom the telephone service is provided. Installation must be handled directly with the SBC Telephone Company. The University will not involve itself in disputes between roommates regarding phone bills.

An electrical connection to the Telephone Company's system is made only by official representatives of the Telephone Company at the request of the Licensee. This equipment is installed and maintained by the Telephone Company, and any alterations or tampering with this equipment may result in termination of service. In addition, the Telephone Company may levy a service charge to correct difficulties due to unauthorized tampering with its equipment.

(b) The University shall supply water for each housing apartment. Licensees are requested not to use unreasonable amounts of water supplied to the premises. Housing apartments will be metered for gas and electricity. The cost of this service will be shared equally by the residents, and is included in the payment structure. Use of utilities in excess of residential campus average may be charged back to residents on a pro rata basis.

**XIII. SOLICITATION/COMMERCIAL USE:** No advertising, selling, or commercial solicitation is permitted in the housing facilities without prior approval of the Housing Director.

**XIV. REFUNDS:** (a) Application for refund by the Licensee shall be made on Request for Refund Form that may be obtained from the Housing Office. Refunds may take up to six weeks.

(b) Any refunds authorized by this License Agreement shall be offset and reduced by the cost of restoring lost or destroyed property, normal wear and tear excepted, and by the cost of cleaning any unkept housing unit. Such offset shall be applied first to the security deposit and should that deposit be insufficient, against any pre-paid rent. Should both the security deposit and any pre-paid rent be insufficient to cover the cost noted above, the Licensee shall remain liable for the difference, if any.

**XV. PETS & TRAINED ANIMALS:** No mammals, reptiles, birds, arachnids or amphibian are permitted in suites/apartments or on the premises or grounds. Seeing eye or hearing ear dogs, or other animals specifically trained to assist the physically disadvantaged are exceptions to this rule. Fish that can be humanely housed in small bowls or small aquariums (limited to maximum of 5 gallons in size) may be kept, but only with the permission of the Licensee's roommate and suitemates.

**XVI. SMOKING:** Smoking is not permitted in the apartments/suites or in the interior common areas of the housing complex or in any university building. Smoking is not permitted on exterior balconies or porches. Smoking is prohibited within 20 feet of a building.

**XVII. BALCONIES AND WINDOWS:** University furniture on balconies or patios is prohibited. Shaking, cleaning, hanging or placing any article(s) from windows, outside window ledges, pathway ledges, balconies, patios, porches, or roof of the buildings is prohibited.

**XVIII. BARBECUES:** Barbecues are provided for the use of the Licensees and their visitors and guests. It is the responsibility of the Licensee to use equipment responsibly. Personal barbecues and personal outdoor grills are not allowed.

**XIX. CONSTRUCTION SITE:** Trespassing or unlawful entry onto a construction site is prohibited.