

Cal State  
**Monterey  
Bay**

**Student Housing  
and Residential Life**

**2026 - 2027**

**HOUSING AND DINING PLAN**

**FAMILY LICENSE AGREEMENT**

## TABLE OF CONTENTS

Key sections of the License are listed below. Particular items in each section are noted, but are not inclusive of all terms and conditions in that section.

1. FAMILY LICENSE.....	6
2. OCCUPANCY AND FEE PERIOD.....	6
2a. Academic Year 2026-2027.....	6
2a1. Fall 2026 Semester Licensee.....	6
2a2. Licensees with No Academic Year 27-28 License.....	6
2a3. Renewing License.....	7
2a4. Early Arrivals.....	7
2b. Spring 2027 License.....	7
2c. Winter and Spring Breaks.....	7
2c1. Valuables.....	7
2d. Summer 2027 Fees.....	7
2d1. Summer 2027 Fee Schedule.....	8
2e. Delay in Move In.....	8
3. ELIGIBILITY.....	8
3a. Eligibility for Family Housing.....	8
3a1. Age.....	8
3a2. Dependents.....	8
Have one or more dependent children under the age of 18 residing with Licensee.....	8
3b. Eligibility to Live On-Campus.....	8
3b1. Dropping Below Required Units.....	9
4. ASSIGNMENTS.....	9
4a. Approved Occupants.....	9
4a1. Other Family Member Occupants.....	9
4a2. Occupancy Limit.....	9
4a.3. Proof of Age.....	9
4b. Family Housing Locations.....	10
4b1. Non-Designated Family Courts.....	10
5. ENHANCEMENT OF EDUCATIONAL EXPERIENCE.....	10
6. APPLICATION, FEES, RATES.....	10
6a. Application and Reservation Fees.....	10
6b. Rates and Other Fees.....	11
6b1. Current Fee Period.....	11
7. PAYMENTS.....	11
7a. Schedule.....	11
7a1. Annual Fees.....	11

7a2. Late Fees.....	12
7a3. Account Balance Information.....	12
7b. Financial Aid and License Fee Deferment.....	12
7b1. Reservation Fee.....	12
7b2. Allocation of Funds.....	12
7b3. Deferment.....	12
7b4. Amount Owed.....	13
7b5. Responsibility to Pay.....	13
7c. Payment Methods.....	13
7c1. Timely Payments.....	13
7c2. US Dollars.....	13
7c3. Payment Locations.....	13
<b>8. ASSIGNMENTS.....</b>	<b>14</b>
8a. Temporary Housing Accommodations.....	14
8a1. Right to Relocate.....	14
8a2. Move Timeframe.....	14
8b. Change of Assignment.....	15
8c. Unapproved Assignment Changes.....	15
8d. Subletting.....	15
8e. Others in Assigned Unit.....	15
8f. No Room Assignment Available for Licensee.....	16
8g. Unforeseen Circumstances.....	16
8h. Accommodation Requests.....	16
<b>9. LICENSEE REQUIREMENTS.....</b>	<b>16</b>
9a. Reasonable Usage of Unit.....	17
9b. Reasonable Usage of Utilities.....	17
9c. Service Animals and Emotional Support Animals.....	17
9d. Required and Recommended Immunizations and Screenings.....	17
9e. Emergency Contact Information.....	17
9f. Keys and ID Cards.....	17
<b>10. INSURANCE.....</b>	<b>17</b>
10a. Health and Accident Insurance.....	18
<b>11. DAMAGES.....</b>	<b>18</b>
<b>12. CANCELLATIONS.....</b>	<b>18</b>
12a. Joint Cancellation of Housing and Dining.....	19
12b. Notification.....	19
12c. Obligation to Pay.....	19
12d. Failure to Occupy.....	19
12e. Cancellation Deadlines and Fees.....	19

12e1. Academic Year Licenses:.....	19
12e2. Spring Semester Licenses:.....	20
12f. Cancellation After Cancellation Deadlines.....	20
12f1. Request to Cancel.....	20
12g. Enrollment Verification.....	21
12h. Approved Cancellations.....	21
12i. Not Approved.....	21
<b>13. REVOCATION OF LICENSE BY UNIVERSITY.....</b>	<b>21</b>
13a. Disciplinary Action.....	22
13b. Criminal.....	22
13c. Break of Term.....	22
13d. Failure to Maintain Enrollment.....	22
13e. Possession of Weapon.....	22
13f. Poses a Danger or Safety Concern.....	23
13g. Falsification.....	23
13h. Emergency.....	23
13i. Administrative Necessity.....	23
13j. Removal.....	23
13k. Previous License Termination.....	24
13l. Eviction/Suspension Payment.....	24
13m. Termination of Dining Plan Only.....	24
13n. Trespassing.....	24
<b>14. VACATING OR MOVING OUT OF THE HOUSING FACILITY.....</b>	<b>24</b>
14a. Abandonment by Licensee.....	25
14b. Abandoned Property.....	25
<b>15. OTHER FEES.....</b>	<b>25</b>
15a. Application Fee.....	25
15b. Late Fees.....	25
15c. Improper Checkout Fees.....	25
15d. Keys.....	25
15e. Return Checks.....	26
15f. Reinstatement Fee.....	26
15g. Liquidated Damages.....	26
15h. Approved Pet Deposit and Fees.....	26
15h1. Unapproved Pets.....	27
<b>16. REFUNDS.....</b>	<b>27</b>
16a. Loss of Unit.....	27
16b. Loss of Amenities.....	27
<b>17. GENERAL.....</b>	<b>27</b>
17a. Communication.....	27
17b. Other Occupants.....	28

17b. Modifications.....	28
17c. Right of Entry.....	28
17d. Forced Majeure.....	29
17e. Non-Waiver.....	29
17f. Hold Harmless.....	29
17g. Campus Safety Act.....	29
17h. Megan’s Law.....	30
17i. Transfer Interest and Obligations.....	30
<b>18. MEAL PLANS.....</b>	<b>30</b>
<b>19. NONPAYMENT OF LICENSE FEES.....</b>	<b>36</b>
19a. Assessment of Late Fees.....	36
19b. Withholding of Services.....	36
19c. Suspension of Meal Plan.....	37
19d. Revocation of License Agreement.....	37
19e. Notification to Credit Bureau.....	37
19f. Offset of Loans.....	37
19g. Legal Action.....	37
19h. Agreement.....	37

This License Agreement (“License” or “Agreement”) is entered into by the undersigned matriculated student executing this License Agreement (“Licensee”) and the Trustees of the California State University (on behalf of California State University Monterey Bay “CSUMB”), and the University Corporation at Monterey Bay (“Corporation”) (together referred to as “University” or “Licensor”). Unless otherwise noted, CSUMB Student Housing and Residential Life (“SHRL”) office administers this License on behalf of the University. This License is for the 2026-2027 academic year. This Agreement is considered accepted by the University and Licensee on the date that the Licensee provides a digital signature for the License.

## **ADHERENCE TO RULES AND REGULATIONS**

The Licensee shall at all times abide by this License and the rules, regulations, policies, and prohibitions set forth in [Title 5 of the California Code of Regulations, Sections 42000-42103](#), (insofar as they pertain to student conduct, generally, or specifically student housing), the [CSUMB Student Conduct office](#), [SHRL policies and community standards](#), and [Dining Services Meal Plan rules](#).

### **1. FAMILY LICENSE**

Under this License, University grants permission to Licensee and their eligible partner and/or dependents to use the housing facilities during the “Fee Period” (as described in *Section 2. Occupancy and Fee Period*) in exchange for Licensee’s timely payment of the applicable housing and dining plan fees, and Licensee’s compliance with all provisions of this License. This License is for a limited time for the use of one living unit in Frederick Park assigned to the Licensee and to any dining plan. Submission and acceptance of an application does not guarantee space in student housing or a specific housing living unit. Licensee agrees to make payments to the University or its designee for any required housing and or optional dining plan selected by Licensee and assigned living unit. This License is not intended to create any interest in real property, taxable, possessory, or otherwise.

### **2. OCCUPANCY AND FEE PERIOD**

#### **2a. Academic Year 2026-2027**

Licensee is permitted to occupy a bed within the housing facilities and to participate in a dining plan, which begins 10:00 a.m. on Wednesday, August 19, 2026, and runs through 12:00 p.m. on Sunday, May 23, 2027, unless otherwise stipulated below. Please refer to the Dining section for specific dates on the meal plan schedule.

#### **2a1. Fall 2026 Semester Licensee**

The Fee Period for Licensees residing on campus for Fall 2026 only, which ends at 12:00 p.m. on Saturday, December 19, 2026, and who are not assigned to live on campus in Spring 2027, due to an approved License cancellation (see Section 12).

#### **2a2. Licensees with No Academic Year 27-28 License**

If the licensee does not have an Academic Year 2027-2028 License, the final day of the Academic Year 2026-2027 license is 12:00 p.m. on Sunday, May 23, 2027. Licensees

applying to stay beyond May 23, 2027 need to fill out, sign, and be approved for a Summer 2027 Housing License. Applications are not guaranteed, and, if approved, would entail a pro-rated daily charge beginning from the last day of the AY 2026-2027 license.

### **2a3. Renewing License**

Licensees intending to continue residency for the Academic Year 2027-2028 must apply and secure their space during Settle Into the Kelp. For purposes of this License, ‘Settle Into the Kelp’ refers to the University’s officially designated housing renewal application period, as published annually by SHRL. Please note that spaces for continuing students are not automatically guaranteed. To retain space, Licensees must complete the application process during the designated period. Applications filled out after the designated dates will not receive priority housing and spaces will not be held.

### **2a4. Early Arrivals**

Licensees requesting to move in early are eligible to apply for a Monday, August 3, 2026 move-in. If the unit is available, the licensee will be pro-rated a daily rate charge from Monday, August 3, 2026 to Wednesday, August 19, 2026. Licensees who stay in the same space between the AY 26-27 and AY 27-28 and complete a Summer 2027 Housing Application will be eligible to remain in their unit and will not need to apply for early arrival. Their daily charge will begin on Wednesday, July 29, 2026 and go until Wednesday, August 19, 2026.

## **2b. Spring 2027 License**

The Fee Period for new Spring 2027 licenses begins at 9:00 a.m. on Friday, January 15, 2027 unless otherwise shared in writing to the campus community.

### **2c. Winter and Spring Breaks**

Licensees will retain access to their assigned space throughout the Fee Period, including Winter and Spring Breaks unless otherwise indicated. Daily charges may apply. Note that many customary services will be limited or not available during these breaks, including dining, front desk, and mail services. Please see Dining License or campus communication for complete and updated times and availability.

#### **2c1. Valuables**

Licensees are encouraged to take their valuable items with them during the Winter and Spring Breaks. Valuables are not guaranteed to be secure during breaks.

### **2d. Summer 2027 Fees**

Licensees approved to remain in summer housing for Summer 2027 will be billed at

the Summer 2027 Housing Rate, as published by SHRL, for the period from Sunday, May 23, 2027 through Friday, July 24th, 2026 (if not living on-campus for Fall 2026) or Wednesday, August 18, 2027 (if living on-campus for Fall 2026). The Summer 2027 Housing Rate is independent of and not prorated from Fall 2027 rates unless expressly stated in the published fee schedule.

#### **2d1. Summer 2027 Fee Schedule**

Licensees approved to remain in summer housing for Summer 2027 will be billed the summer rate from Sunday, May 23, 2027 to Wednesday, August 18, 2027.

#### **2e. Delay in Move In**

The University shall not be liable for any delay in the delivery of occupancy of premises. Move In days and times will be published and updated as needed.

### **3. ELIGIBILITY**

#### **3a. Eligibility for Family Housing**

A Licensee may be approved for a Family License only in the East Campus housing area. A Licensee qualifies for a Family License by meeting and providing documentation to the following requirements:

##### **3a1. Age**

Licensee must be 18 years of age or older and be a full-time student at CSUMB as defined herein; and,

##### **3a2. Dependents**

Licensee must:

- a) Be married; or,
- b) Be part of a Domestic Partnership (according to California State Family Code Section 297); or,

Have one or more dependent children under the age of 18 residing with Licensee.

#### **3b. Eligibility to Live On-Campus**

To be eligible for occupancy under this License, Licensees must be enrolled in a minimum of 12 units if they are an undergraduate student, or a minimum of 8 for graduate and post-baccalaureate students, and be in pursuit of a degree at CSUMB.

Other eligibility may be considered with written approval of the University. The Licensee must qualify for housing eligibility at all times and agrees to maintain eligibility throughout the term of this License. The University may revoke the License Agreement if the Licensee fails to meet this requirement.

### **3b1. Dropping Below Required Units**

Dropping below the course unit minimum may result in termination of this License by the Licensee, but will not release the Licensee from the obligation to pay any housing or dining related fees due.

- a) Eligibility for occupancy also includes satisfactory payment history with the University
- b) If Licensee withdraws or is disenrolled, Licensee is responsible for notifying SHRL immediately in writing. Licensees will be financially responsible for their space until their withdrawal process is approved and finalized.
- c) Anyone under 12 credits (undergraduate) or 8 credits (graduate) will need to contact [student\\_housing@csumb.edu](mailto:student_housing@csumb.edu) immediately upon a reduction of minimum defined units. After notification, the Licensee will be sent a notice to vacate within 72 hours.

## **4. ASSIGNMENTS**

### **4a. Approved Occupants**

A Licensee who has obtained permission for a Family License is authorized to allow a spouse, domestic partner, and/or dependent occupants to reside in the living unit by uploading additional documentation to the Licensee's housing application. The Licensee's approved spouse or domestic partner will also be required to sign the License via AdobeSign.

#### **4a1. Other Family Member Occupants**

"Other family member occupants" is limited to a spouse, domestic partner, and/or dependent under the age of 18.

#### **4a2. Occupancy Limit**

The family unit occupancy limit is 5 residents per 2 bedroom unit.

#### **4a.3. Proof of Age**

All occupants must present proof of age prior to the beginning of the Fee Period. Any

dependent reaching the age of 18 during the Fee Period may continue to reside in the living unit for the remainder of the Fee Period. Dependents over the age of 18 will not qualify to remain an occupant of the unit for the following academic year (AY 27-28).

Once the dependent turns 18, they will be required to sign the license as well during the AY 26-27 period.

If Dependent is enrolled in K-12, they will have until the age of 19 or 6 months post graduation to move out.

#### **4b. Family Housing Locations**

Family units are unfurnished and located on specific courts within East Campus. A Licensee approved for a Family License will be assigned to live on a designated family court. In the event there are no available units on family courts, the Licensee may be assigned temporarily to a non-designated family court within East Campus.

##### **4b1. Non-Designated Family Courts**

Should a family licensee reside on a non-designated family court and availability on a designated family court(s) become available, licensee may be assigned and required to relocate to a housing unit on such designated court. The University will not be responsible for any fees associated with moving.

### **5. ENHANCEMENT OF EDUCATIONAL EXPERIENCE**

The University shall maintain professional and student staff to work with students to develop community on the premises, in order to enhance the social, educational, and recreational experiences of the students. The University shall provide opportunities for input from Licensees on the development of the community. Licensees agree to recognize the importance of maintaining the premises/student housing building and grounds as an environment conducive for fellow Licensees to study, live, and sleep in the student housing facilities. While in this community, Licensees agree not to disturb this environment.

### **6. APPLICATION, FEES, RATES**

#### **6a. Application and Reservation Fees**

To apply for on-campus housing, housing applicants must be admitted to the University. All new and returning students, including all financial aid recipients, must pay a \$200 Reservation Fee, consisting of a \$50 nonrefundable Application Fee and a

\$150 License Prepayment. These payments, the online housing application, and an electronically signed License must be submitted in full before the housing application is accepted by the University. These payments may not be deferred for financial aid payment. Once paid, the application fee is not refundable even if the applicant does not complete the application process. This application is considered accepted by the University and Licensee on the date that the Licensee provides a digital signature for the License. Applications will not be processed without these payments and failure to remit correct payment could result in delayed processing of or loss of Licensee's option for certain housing space. Prior to confirming a room assignment, Licensee's past balances must be paid in full for any housing and dining plan fees from previous fee periods. For all licensees, the \$150 License Prepayment will be applied to Licensee's fall charges (or spring charges, if a new spring Licensee).

## **6b. Rates and Other Fees**

### **6b1. Current Fee Period**

All Licensees are subject to the current approved Fee Period rates for the assigned living unit and applicable dining plan.

## **7. PAYMENTS**

Licensee may not be issued a housing room key or receive building or room access until after scheduled tuition, student fees, housing and dining plan fees have been paid in a timely fashion to the University for the semester, according to the appropriate payment schedule. For tuition, payment of CSUMB student fees and the initial installment of a tuition payment on a CSUMB-approved Tuition Installment Payment Plan (IPP) will satisfy the payment of tuition for move-in purposes.

### **7a. Schedule**

#### **7a1. Annual Fees**

License Fees are due according to the semester payment schedule found on the SHRL website. Licensees' housing and dining charges for the semester must be paid and/or covered by financial aid, on or before the published payment deadlines.

If Licensees do not pay their account balance, the balance is not covered by financial aid, or do not have a third party authorization form covering tuition and fees on file with Student Accounting by the payment deadline, they may be

disenrolled from classes. The University may cancel the License and require the Licensee to vacate University housing, consistent with University policy and applicable law.

### **7a2. Late Fees**

\$35.00 late fees will be assessed on all late or insufficient payments on overdue balances.

### **7a3. Account Balance Information**

Licensees agree to review account balance information regularly through their student account (Oasis) and make a payment on or before the published payment due date.

## **7b. Financial Aid and License Fee Deferment**

### **7b1. Reservation Fee**

The Reservation Fee, consisting of the Application Fee and the License Prepayment, are due upon application for this License. These payments may not be deferred for financial aid payment.

### **7b2. Allocation of Funds**

If any financial aid/scholarship is awarded to the Licensee and there are funds remaining after tuition and fees are paid, these funds are applied toward other University debts on the Licensee's account including housing and dining related fees. Agreement to this License authorizes and directs the University to deduct any housing and dining-related payments from Licensee's financial aid monies and assign such payments directly to University for any current semester debt obligation of Licensee arising out of this License and shown in Licensee's account. Payments made by or on behalf of Licensee will be applied in this order to University-held debts on Licensee's student account: to tuition and student fees, then dining plan fees, then housing fees. If a financial aid/scholarship award does not fully satisfy License Fee balances due, the Licensee is required to pay their account balance in full.

### **7b3. Deferment**

Licensee will qualify for a deferment of their payments if they will receive enough federal, state, or other financial aid such that after tuition fees and other University debts are paid, there are remaining funds to cover the balance. In order to qualify for deferment:

- a) Such aid will be distributed to the Licensee at or no later than the add/drop deadline of the Fee Period.
- b) No deferment shall continue beyond this add/drop deadline for the respective semester without pre-approval of SHRL.
- c) It is Licensee's responsibility to understand and follow Financial Aid processes and timelines to ensure their aid is disbursed on time and sufficient to avoid late fees.

#### **7b4. Amount Owed**

A payment deferment will not decrease the amount owed for housing and dining plan fees.

#### **7b5. Responsibility to Pay**

Licensee is responsible for paying the License Fees that are not covered by financial aid/scholarship.

### **7c. Payment Methods**

#### **7c1. Timely Payments**

Licensee agrees to make timely payment of all fees and charges due in the appropriate payment portal (e.g. - Oasis, CashNet). Individual bills are not sent to Licensee by mail, email, or other means for any payments due, including the dates for the full balance due.

#### **7c2. US Dollars**

Payments shall be made in US dollars only.

#### **7c3. Payment Locations**

All housing and all dining plan payments may be made:

- a) At Student Cashiering, Mountain Hall Suite B - Room 101;
- b) Online using a credit card or electronic check at Online Payments via Licensee's CSUMB Dashboard within the OASIS Self Service/Student Center Online. There is a 2.75% non-refundable convenience fee for credit card payments. Online payments received after 5:00 p.m. may be recorded the following business day;
- c) By mailing a check or money order. Only checks for funds drawn from a US bank are accepted. Mailed payments are recorded as paid when received by the University. University is not responsible

for payments that are lost, late, misdirected, mutilated or delayed. Note that the campus is closed for business between December 25, 2026 and January 1, 2027 and no mail will be checked by the Campus Service Center. Make the check payable to “CSUMB” and include your full name and Student ID number on the check. Please note in the memo section of the check that the payment is for Housing (Do NOT mail cash payments as it will not be accepted.) Mail check payment to: Campus Service Center, California State University Monterey Bay, 100 Campus Center, Seaside, CA 93955; or

d) For international Licensees, students may utilize Flywire.

## **8. ASSIGNMENTS**

Living units are assigned at the discretion of the University, and the University reserves the right to change the priority of assignments based on university needs. University shall assign each Licensee to a specific living unit and/or bed and Licensee must occupy only the assigned living unit and/or bed.

### **8a. Temporary Housing Accommodations**

The University may require a Licensee to move to a different living unit for reasons, such as but not limited to:

- a) Maintenance or closure of an area;
- b) Changes of use in space;
- c) Crisis, safety, or emergency situations;
- d) Student Code of Conduct, Community Standards or Title IX violations;
- e) Occupancy management needs, including, but not limited to those consolidation of space, needs of the University, etc.

#### **8a1. Right to Relocate**

In cases of extenuating circumstances, SHRL reserves the right to assign Licensees to temporary housing accommodations, including off-campus housing facilities when on-campus options are unavailable.

#### **8a2. Move Timeframe**

Licensees will be required to relocate within a time frame of 24 to 48 hours, depending on the urgency of the situation. Failure to vacate original assigned space and return suite, or room/bedspace keys to the respective housing office within the specified time frame may result in a daily housing charge equal to the

combined daily rates of both the original assigned space and the temporary or newly assigned space for each day of noncompliance. Additionally, should the Licensee cause damages to the original or return suite, the Licensee may be held financially responsible for such damages.

### **8b. Change of Assignment**

Licensee will be allowed one (1) change of assignment at Licensee's request during the Fee Period and as approved at the discretion of the University. This change of assignment, if approved, will be subject to a non-refundable \$50 Room Change fee and any cleaning and damages fees, if applicable, and any changes in housing fees will be assessed or credited on a prorated basis. Assignment change requests to other living units will not be granted during the first two (2) weeks of each semester, except in extenuating circumstances. Any Licensee who fails to move to the newly assigned space in the timeframe designated by SHRL will result in a per day fee of the value of the living unit (daily rate) for occupying two spaces.

A change in assignment to an area that requires a meal plan will result in a meal plan added to their account at a prorated basis. If a Licensee moves from a required meal plan area, or goes to go to an area with a lower meal plan requirement, they will not be able to change their meal plan or cancel it if the change occurs after the add/drop deadline for each semester.

### **8c. Unapproved Assignment Changes**

Any unapproved change of assignment by a Licensee or occupation or utilization of a living unit or any other part of a housing building or living unit that is not assigned to a Licensee will result in the Licensee returning to their original living unit and/or bed, a fine of \$100 per day liquidated damage charges and any additional fees for cleaning living units and/or common area spaces, as well as disciplinary action.

### **8d. Subletting**

Bed space and living units or area of this License may not be assigned, transferred, or sublet by Licensee.

### **8e. Others in Assigned Unit**

No Licensee shall cohabitate in any living unit with a person other than their approved additional occupant. No other persons may occupy the living unit.

#### **8f. No Room Assignment Available for Licensee**

Inability of the University to provide Licensee's specific room assignment, when an alternative assignment is offered, is not grounds for cancellation. If no alternative assignment is available, Section 8g (Unforeseen Circumstances) shall govern the Licensee's rights and any applicable refunds. The Licensee is still responsible for submitting a cancellation request to SHRL, formally requesting to cancel their license.

#### **8g. Unforeseen Circumstances**

In the event that a living unit is destroyed or becomes unavailable as a result of conditions not reasonably foreseen at the time this License is made and University has no available alternative living unit or then the University shall have no liability to Licensee except to promptly refund the pro-rata share of any license payments charged or paid applicable to periods after Licensee was required to vacate. Refunds do not include non-refundable fees assessed to Licensee due to damages or violation of the terms of this License. Such conditions include, but are not limited to, health and safety emergencies, damage caused by floods, landslides, fire, earthquake or other natural disasters and vandalism; compliance with state or federal law; unanticipated interruption of basic services; and a reduction in the anticipated rate of cancellations not reasonably foreseen by the University, if such a drop results in an overbooking of available housing facilities.

#### **8h. Accommodation Requests**

SHRL, in partnership with the Student Disability and Accessibility Center (SDAC), is committed to working with residents who request reasonable housing accommodations related to a disability, consistent with applicable law. SHRL does not evaluate, approve, or deny disability-related accommodation requests. Following a determination by SDAC, SHRL will make reasonable efforts to implement approved housing accommodations, subject to housing availability. Licensees seeking consideration for a reasonable accommodation, must contact SDAC first to submit a housing accommodation request. Requests made after the advertised housing accommodation priority consideration period may have limited options and availability of housing space. NOTE: Some University Housing facilities are accessible to Licensees in wheelchairs, including bathroom facilities. If a Licensee requires assistance for safe exiting from a residence during an emergency they must notify SDAC and SHRL, who will consult with Licensee on an individual basis to develop an emergency evacuation plan.

### **9. LICENSEE REQUIREMENTS**

**Licensee will:**

### **9a. Reasonable Usage of Unit**

Exercise reasonable care, wear, and tear to the assigned living unit and furnishings, and to make payment for any damage or loss promptly upon notice by SHRL.

### **9b. Reasonable Usage of Utilities**

Make reasonable efforts to conserve energy within Licensee's living unit, including turning room lights and appliances off when not in use and using Energy Star-rated appliances when applicable, and minimizing water use, promptly reporting leaks or plumbing issues, and using water-efficient practices when available.

### **9c. Service Animals and Emotional Support Animals**

For any known service or emotional support animal needs, make appropriate arrangements prior to the beginning of each academic year through SDAC.

For approved ESAs and Service animals, you will be contacted to sign an additional community standard agreement to finalize the SHRL approval process.

### **9d. Required and Recommended Immunizations and Screenings**

Per the California State University Executive Order 803, all CSUMB students, including those licensed to live in student housing, should note the following:

- a) Required: Hepatitis B (Hep B) – Ages 18 and younger as per California law (HSCsections 120390-120390-7), enrollees who are 18 years of age or younger are required to provide proof of full immunization against the hepatitis B virus prior to enrollment. Supporting documentation and/or exemption requests must be submitted to CSUMB Health and Wellness Services.
- b) Recommended: See Viewing Immunization Requirements ([policystat.com](http://policystat.com)) for more information, including other recommended Immunizations and Screenings.

### **9e. Emergency Contact Information**

Licensee agrees to provide emergency contact information prior to move-in date.

### **9f. Keys and ID Cards**

Room and mailbox keys shall not be duplicated. Licensee shall not install, modify, or replace any lock, locking device, bolt, or latch on any door or window. Licensee shall not duplicate or give out ID Cards to anyone else to access housing facilities.

## **10. INSURANCE**

The University assumes no responsibility for any property of Licensee, which is stolen,

damaged, vandalized, or destroyed in a housing facility or on the campus, including parking areas, at any time and including periods when Licensee is not in occupancy or after the term of the occupancy has expired and including if due to circumstances beyond the reasonable control of the University, including acts of nature, e.g. flood, earthquake, and unusual weather conditions.

Licensee is responsible for any damages or injuries caused by Licensee to the person or property of other residents as well as damages to University and University Corporation property. The University partners with GradGuard to provide renter's insurance to Licensee, at Licensee's expense and billed through rental rates, that includes personal liability for damage to University property and personal property coverage. Licensee understands that they are not able to opt out of this coverage regardless of whether they have renter's insurance from another provider. For more information, please visit <http://gradguard.com/renters/csumb>.

#### **10a. Health and Accident Insurance**

The University does not maintain individual or group health and accident insurance for students. It is highly recommended that Licensee obtain health and accident insurance.

### **11. DAMAGES**

All Licensees are individually responsible for loss or damage to their unit. Throughout the year, if Licensee fails to maintain the living unit and/or bed in good order and repair, Licensee shall pay the University the reasonable costs incurred in returning the living unit and/or bed to a condition of good order and repair. At the end of the Fee Period, or upon vacating the room for any other reason, Licensee shall be responsible for restoring the premises and furniture to the same condition and location they were in at the start of occupancy, including cleaning. Reasonable wear and tear are expected and assessed by the University. Licensee agrees to bear the cost of the repair of any damage, cleaning, or restoration of the building, equipment, or furnishings resulting from acts or omissions of the Licensee, Licensee's guest(s), or other person for whom the Licensee is responsible.

Licensees will be held responsible for their own damages as well as all behavior of additional guests' and any damage caused to the assigned housing unit and/or bed.

### **12. CANCELLATIONS**

The License conferred by this Agreement shall expire on the date specified in *Section 2. Occupancy and Fee Period* of this Agreement. Cancellation is a request submitted

by the Licensee to end the License before the Fee Period is scheduled to end.

### **12a. Joint Cancellation of Housing and Dining**

Any cancellation request by Licensee automatically includes consideration of both the housing and the dining plan (if applicable), unless otherwise agreed by the University. Licensee's dining plan will become invalid upon cancellation of License unless otherwise agreed by the University.

### **12b. Notification**

Notifying any other University office does not satisfy the obligation to notify SHRL. The cancellation request date will be considered the date on which the request form, along with required supporting documentation, is received by SHRL through mail or electronic means.

### **12c. Obligation to Pay**

Cancellation of this License shall not release Licensee from the obligation to pay any charges due and payable under this License including, but not limited to, cancellation fees, daily prorated charges for housing and dining plan for each day from the beginning of the Fee Period through the Licensee's Date to "Vacate," nonrefundable fees, and liquidated damages related to this License.

### **12d. Failure to Occupy**

Any Licensee who fails to occupy assigned space by the add/drop deadline and after the contract start date shall be considered a no-show cancellation. Licensees considered no-show cancellations shall owe the thirty (30) day rent fee for, any charges for damages and cleaning, and all nonrefundable fees.

### **12e. Cancellation Deadlines and Fees**

Before prescribed dates listed below, the Licensee may request cancellation by logging into their MyHousing portal and canceling their housing application. The chart below outlines the following applicable cancellation deadlines and fees unless other conditions are stipulated and met. The Licensee's Application Fee is non-refundable in all cases.

#### **12e1. Academic Year Licenses:**

- a) Cancellations submitted prior to Monday, June 1, 2026 will be refunded the \$150 prepayment made during the housing application.

- b) Cancellations submitted between Tuesday, June 2, 2026 and Monday, August 3, 2026 will be charged a \$150 fee. The \$150 prepayment made during the housing application will be collected as this fee.
- c) Cancellations beyond Monday, August 3, 2026 will result in a \$300 cancellation fee.

**12e2. Spring Semester Licenses:**

- a) Cancellations submitted prior to Monday, November 2, 2026 will be refunded the \$150 prepayment made during the housing application.
- b) Cancellations submitted between Tuesday, November 3, 2026 and Monday, January 4, 2027 will be charged a \$150 fee. The \$150 prepayment made during the housing application will be collected as this fee.
- c) Cancellations beyond Monday, January 4, 2027 will result in a \$300 cancellation fee.

**12f. Cancellation After Cancellation Deadlines**

After the cancellation deadline passes and the occupancy period has begun, Licensee must submit a Request to Cancel License Agreement form to request cancellation of the license and notify the University of the Licensee’s intention to vacate the housing facilities. The Licensee must provide a minimum of thirty (30) days’ written notice prior to the intended vacate date. Except in cases of extraordinary circumstances approved by the University, all approved cancellations shall become effective at the end of the academic semester in which the request is submitted, regardless of the date notice is given.

**12f1. Request to Cancel**

Licensee can submit a Request to Cancel License Agreement for consideration due to one of the following reasons:

- a) Licensee graduates from CSUMB;
- b) Licensee is a member of the International Program on a one-semester only exchange;
- c) Licensee is to participate in a CSUMB approved academic program and living on campus would not be possible;
- d) Licensee withdraws from CSUMB or takes a leave of absence from the University and does not re-enroll at the University during the Fee Period;
- e) Licensee transfers to another institution;
- f) Licensee is academically disqualified from CSUMB;
- g) Licensee has orders for Military Active Duty deployment during the Fee Period; or,
- h) Licensee demonstrates through written appeal and supporting documentation that the request to vacate is due to extraordinary causes or a serious, compelling, and unforeseen

medical or financial circumstance that the Licensee encountered since the License was signed and clearly beyond the control of Licensee.

**12g. Enrollment Verification**

SHRL will conduct a monthly enrollment review of all Licensees whose in progress units fall below the minimum (as set forth in Section 3a).

**12h. Approved Cancellations**

In the event that a request to cancel is approved, Licensees will be billed through the official check out date and charged a 30-day penalty and cancellation processing fee. If the Licensee has a Dining plan, they will be charged the per day Dining plan charge through the last day of occupancy, the last day of dining plan usage, the official withdrawal date or termination effective date, whichever is later (Date to “Vacate”).

Applicable Cancellation Fee	Basis for Cancellation Approval
No Cancellation Fee	December graduation; Fall semester only international program; Participation in CSUMB approved academic program off campus during spring semester; Military Active Duty; Academic Withdrawal; Leave of Absence; Academic Disqualification; Extenuating circumstances
\$300 Cancellation Fee + 30 Days Daily Rate	Transfer to another institution, Mid-semester cancellations

**12i. Not Approved**

If a cancellation is NOT approved, the License will not be canceled and Licensee will be responsible for housing and applicable dining plan fees for the full Fee Period.

**13. REVOCATION OF LICENSE BY UNIVERSITY**

Revocation means the University revokes the License before the Fee Period is scheduled to end. The University may revoke this Agreement and initiate removal and/or banishment of a License upon the occurrence of any of the following reasons:

### **13a. Disciplinary Action**

Disciplinary action against Licensee pursuant to sections 41301-41304 of Article 2 of Subchapter 4 of Title 5 of the California Code of Regulations, and CSU Executive Order 1098 or Community Standards.

### **13b. Criminal**

Licensee is convicted of any misdemeanor or felony committed on University property, or involving any member of the University community (e.g. students, staff, faculty, or third-party provider) whether on or off University property, or that is otherwise University-related.

### **13c. Break of Term**

Breach of any term or condition of this License Agreement or of any addendum hereto, specifically including, but not limited to, Licensee's failure to pay required housing charges, fees, or insufficient funds debt.

### **13d. Failure to Maintain Enrollment**

Failure to maintain status as a student at the University due to academic dismissal or all other withdrawals. Licensee must be regularly enrolled (defined per section 3a) in an approved academic program as a matriculated student at CSUMB unless otherwise approved by the Director of SHRL.

### **13e. Possession of Weapon**

Possession of any weapon, including but not limited to replicas, firearms (defined as any gun from which a shot, readily capable of producing death or physical injury, may be discharged; rifles, pistols, or handguns designated to fire bullets, BBs, pellets, or shots, including paintballs, airsoft guns, Nerf guns, regardless of propellant used or if no propellant is used as in starter or blank guns/pistols), and "Electronic dart or stun guns." Knives, unless specifically used for culinary activities, (including, but not limited to, hunting, switchblade, gravity, "Butterfly," sport, daggers, cane swords, decorative, or throwing of any size or any large blade kitchen knife displayed in public areas); bows and arrows, crossbows, slingshots, or similar devices; ammunition; noxious materials, or any unauthorized hazardous materials or chemicals; other weapons, such as batons, Billy clubs, nightsticks blackjacks, slapjacks, slap gloves, brass knuckles, Pilum ballistic knives, "Chuka sticks," "Kung Fu stars," or other martial arts equipment; explosives and fireworks of any sort or any other weapon described in the California State Penal Law are prohibited on University property.

### **13f. Poses a Danger or Safety Concern**

If the continued presence of the Licensee poses a danger to other residents, staff, faculty, or other members of the University community. For residents who pose a danger to themselves, the University reserves the right to address the behavior to mitigate disruptions to other residents, staff, faculty or other members of the university community. This can be in the form of removing their housing or moving them to temporary housing.

Any Licensee who poses a safety concern may be required to leave the housing community and/or their assigned living unit, denied access to the housing community and/or their assigned living unit, and/or be required to enter into a behavior contract as prescribed by a SHRL staff member. SHRL reserves the right to remove any individual exhibiting behavior determined by the University to be a threat and/or safety concern to the community.

### **13g. Falsification**

Falsification of any legitimately required information requested by the University.

### **13h. Emergency**

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.

### **13i. Administrative Necessity**

Administrative necessity exists when any condition not reasonably foreseen at the time of confirming a reservation, issuing a license, or renewing a license occurs and prevents the university from making or continuing to make a housing unit available to the Licensee. Such conditions shall include, but are not limited to, damage caused by flood, slide, fire, earthquake, other natural disaster and vandalism; civil disorder; compliance with state or federal law; or interruption of basic services because of labor strife. Such conditions shall also include a dramatic increase in demand for housing oversupply not reasonably foreseen by the campus, if such demand results in an overbooking of available housing facilities.

### **13j. Removal**

Removal of a Licensee will generally be preceded by a three (3) day removal notice; however, when the severity of the situation warrants, a shorter notice may be permitted and required.

### **13k. Previous License Termination**

Licensees who have had a previous license terminated or revoked may be ineligible for future occupancy. In the event that the University revokes the License Agreement, Licensee will be assessed charges.

### **13l. Eviction/Suspension Payment**

As per this license, if a Licensee is evicted or suspended, Licensee shall owe the amount of rent that is due up until the day that they move-out, plus any charges for damages, cleaning, and all nonrefundable fees as described in the Payment Information section of this License Agreement. If the date of eviction or suspension is beyond the 80% completion mark of the semester, they will owe the remaining semester balance.

### **13m. Termination of Dining Plan Only**

In extreme circumstances University may terminate only the Licensee's dining plan for conditions per this license and Licensee may be subject to fees that could range from the full Fee Period of Licensee to a \$150 Termination Fee and/or 30 days' dining plan fees at actual rate.

### **13n. Trespassing**

Licensees whose licenses have been revoked are considered banned and no longer permitted to be a Licensee or visitor to any CSUMB Student Housing facilities or grounds per California Penal Code section 602(m). Any individual who violates this prohibition may be subject to University conduct action and potential arrest for trespassing.

## **14. VACATING OR MOVING OUT OF THE HOUSING FACILITY**

Unless otherwise instructed by SHRL, Licensee shall vacate the housing facility within 24 hours after Licensee's last academic final if not residing in Student Housing the following semester, on the expiration of the License Fee Period, or upon termination, cancellation or revocation of this License, whichever occurs first. For failure to timely vacate the facilities, Licensee may be charged the Daily Rate for housing and dining plan fees, and may be subject to eviction in the manner provided by the laws of the State of California. The University may charge any other applicable fees or charges.

#### **14a. Abandonment by Licensee**

Unless approved by the University under any other section herein, abandonment of assigned space by Licensee shall not release Licensee from paying any obligation for the full Fee Period due under this License to University.

#### **14b. Abandoned Property**

Any property of the Licensee remaining in a housing facility after expiration, cancellation or termination of the license, remaining in a former housing assignment, or remaining in a temporary housing assignment after the deadline to vacate shall be deemed abandoned property and University may take possession of and dispose of such property in any manner it deems appropriate in accordance with applicable law, without any liability to the University. Licensee may be liable to the University for any costs incurred in the hauling, storage, and disposal of any property presumed abandoned whether such work was done by the University or a third party.

### **15. OTHER FEES**

#### **15a. Application Fee**

A non-refundable Application Fee of \$50 is required when applying for on-campus housing. This fee is charged to cover the administrative cost of processing an application for a campus housing facility. No applications will be processed without payment of this fee.

#### **15b. Late Fees**

Late payment penalties are assessed at the rate of \$35 monthly on accounts. Late payments include failure to pay the full amount due. Late fees will continue to be assessed every 30 days on delinquent accounts and are due the day after they have been assessed. Once a student account becomes past due and late fees are assessed, Licensees must also pay past due charges and late fees to bring the account current.

#### **15c. Improper Checkout Fees**

Failure to complete the proper check-out procedures may result in the Licensee being charged a \$75 improper check-out fee.

#### **15d. Keys**

Lost, damaged, or unreturned keys will result in a minimum of a \$50 rekey fee subject to the area in which the Licensee is assigned according to the room damages schedule.

Rekey fees can range up to \$250 depending on the community.

#### **15e. Return Checks**

Checks (paper and electronic) returned to the University by the bank upon which they were drawn will be subject to a non-refundable \$25 returned check fee the first time and a non-refundable \$35 returned check fee for any subsequent time. Licensees are liable for balance due plus fees under Civil Code Section 1719 for triple the amount of the check (a minimum of \$100 and a maximum of \$500) if funds necessary to cover the check are not received within ten (10) calendar days following a written notice. Licensees may also have their License terminated for nonpayment of insufficient funds debt. If Licensee gives the University two (2) successive checks that are returned for insufficient funds during the term of this License, then any future amounts due hereunder shall be payable only by cashier's check or money order. This policy will be applicable throughout the balance of either the initial term or any renewal or extension thereof.

#### **15f. Reinstatement Fee**

If an action is taken by the University such as applying a No Show Cancellation Fee or reviewing Licensee's request to cancel or vacate the license, whether approved or denied, and Licensee requests and is approved to reinstate their License, there may be a \$100 Reinstatement Fee charged to Licensee for administrative services in addition to any other previously incurred fees.

#### **15g. Liquidated Damages**

Liquidated damages are imposed under certain conditions as set forth in this license. The Licensee agrees that the noted liquidated damages are reasonable and are presumed to be the amount of damage sustained by the University because it is impractical or extremely difficult to fix the actual damage.

#### **15h. Approved Pet Deposit and Fees**

Licensees residing on East Campus may apply for approval to keep a pet (e.g., a cat or dog) in their unit.. Licensees must submit pet information and vaccination records for verification and approval through the housing application. Upon document approval, a \$250 pet deposit per pet will be required, maximum of two (2) pets per unit. These 2 pets will be first-come, first-serve as a priority. This deposit must be paid in full before the Licensee is authorized to bring the pet(s) to East Campus Housing. The Licensee agrees to cover all assessed fees for any damages caused by their pet(s). Significant damages may result in the revocation of pet approval. Please see pet agreement for

further details.

### **15h1. Unapproved Pets**

A \$250 fee will be assessed for each incident of any unapproved pet found within a Licensee's room, bedspace or unit, in addition to removal of pet and referral to student conduct. The Licensee also agrees to cover all assessed fees for any damages caused by their unapproved pet(s).

## **16. REFUNDS**

The University shall authorize refunds only as provided for in Title 5 of the California Code of Regulations, this License and University policy. The University shall refund all money collected in excess of Licensee's obligations as soon as reasonably possible. Any refunds or fee changes will be submitted to the Licensee's account at CSUMB, which will be subject to refund, disbursement, and business hold policies authorized per §41802 and Title 5 of the California Code of Regulations and other applicable law. Credits held in a Licensee's student account will be applied to any outstanding charges for University services on the Licensee's student account. The Licensee agrees that the balance of any refunds will be carried as a credit balance on the Licensee's student account, unless the Licensee requests disbursement of the credit balance. This Refund process also applies to a Licensee who is no longer registered as a student at the University. No interest or other earnings will be credited to the Licensee's account.

### **16a. Loss of Unit**

Refunds shall not be granted for loss of use of living unit, or community for reason of facilities failure or issue if Licensee if provided a temporary assignment.

### **16b. Loss of Amenities**

Refunds shall not be granted for loss of use of any amenities within the living unit.

## **17. GENERAL**

### **17a. Communication**

Official information to Licensee on housing and dining matters will be communicated through the Licensee's CSUMB email account. Licensees are responsible for checking for email communications on a regular basis and are responsible for being aware of the information and following instructions they receive through these messages. Licensee agrees that University also may provide alert and time sensitive information to Licensee

by text (SMS) notification. The number Licensee provides is deemed private and will be used by University for official notification for business purposes only. There is no cost to users for the SMS notification service; however, mobile users will pay their wireless provider their normal rates for cell and text message usage. Licensees who do not want to receive text (SMS) messages will be allowed to opt out of the system. Additional communications may be sent by the University to the on-campus housing mailbox, licensee's assigned unit and/or bed, or posted in housing buildings.

### **17b. Other Occupants**

Other occupants will not be included in official communication, nor can that represent the Licensee in official matters other than granting permission for right of entry.

### **17b. Modifications**

The University reserves the right to make other rules and regulations related to housing and dining as in its judgment may be necessary for the health, safety, care, and cleanliness of the premises and for the preservation of the educational function of the University. The Licensee agrees to abide by all additional rules and regulations that are adopted. Violations of these rules and regulations may become the basis for disciplinary action. Notification to Licensee may be done by posting the change in central areas of the housing units, sent to Licensee's CSUMB email, or delivery to the Licensee at their assigned bed. No modification of this License shall be effective unless given in writing by an authorized representative of University. Neither the Licensee nor University may rely on any oral License or representation or any understanding of fact or law that is not expressed in writing. The validity of this License and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State of California. Venue on any action respecting this License or to enforce it shall be in Monterey County, California.

### **17c. Right of Entry**

The University or its agents 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 including, but not limited to, monthly inspections of the residential and common living and bathroom areas. 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. Animals must be appropriately secured and contained throughout the duration of these visits. The Licensee will be given reasonable notice of intent to enter a living unit and/or bed, except in cases of:

- a) Life, health, or safety emergencies or building evacuation;
- b) Room inspections will be conducted for occupancy management purposes
- c) Abandonment of the living unit and/or bed by either the Licensee;
- d) The Licensee consents at the time of requesting service for maintenance (e.g., electrical, plumbing, water, repairs, etc.). Notice is only waived for the purpose of the requested service during normal working hours when the Licensee has requested service; or,
- e) Utility maintenance (e.g. - electrical, plumbing, water).
- f) Except in emergencies or other circumstances listed herein, reasonable notice shall ordinarily consist of no less than twenty-four (24) hours' advance notice.

**17d. Forced Majeure**

The University is not responsible for the continuation of mail, heating, maintenance, or security service at normal levels in the event of a state, county, city, or campus closure; natural disaster; pandemic; strike or lockout of public employees or suppliers' employees; power, water, or sewer interruptions from on- or off-campus sources; or, in the event of other causal events beyond the University's control or reasonable anticipation. The University is not responsible for construction noise or disruptions associated with nearby construction sites or activity.

**17e. Non-Waiver**

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

**17f. Hold Harmless**

Licensee shall indemnify, defend and hold harmless the State of California, University Corporation at Monterey Bay, California State University Monterey Bay, Trustees of California State University, and their officers, agents, affiliates, auxiliaries and employees, predecessors and successors ("University Parties") from any and all claims, injuries or damages caused by Licensee's negligent, willful or intentional conduct, including attorneys' fees and costs. Licensee further agrees to indemnify and hold the University Parties harmless from any and all claims arising from Licensee's use or occupancy that is negligent, illegal, or a violation of this Agreement and/or state or federal laws, where applicable.

**17g. Campus Safety Act**

In compliance with the Jeanne Clery Disclosure of Campus Security Policy and

Campus Crime Statistics Act, California State University Monterey Bay has made crime reporting statistics available online at <https://www.csumb.edu/clery>. Printed copies are available in the library and by request from the CSUMB University Police Department and the Office of the Vice President for Student Affairs.

### **17h. Megan's Law**

Pursuant to Section 290.46 of the California 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: <http://www.meganslaw.ca.gov>. Depending on an offender's criminal history, the information will include either the address at which the offender resides or the community of residence and ZIP Code in which they reside.

### **17i. Transfer Interest and Obligations**

The University retains the right to transfer its interest and obligations under this Agreement. The Licensee may not assign or transfer their rights or obligations under this Agreement without the written permission of the University.

## **18. MEAL PLANS**

**18a. Otter and Monterey Bay Meal Plans** Most first-year freshmen Licensees will be assigned to Residence Halls (Cypress, Asilomar, Willet, Manzanita, Yarrow, Avocet, Tortuga, and Sanderling). All first-year freshmen living on Main Campus (Residence Halls, North Quad, or Promontory), and any Licensee regardless of class status living in the Residence Halls (including Gavilan Hall), must have one of the three (3) Otter meal plans that offer full meal access each week.

Licensees living in the North Quad Suites (Pinnacles and Vineyard) or Strawberry studios must have one of the Otter or Monterey Bay Meal Plans. Licensees in Strawberry, Promontory, and East Campus may opt for any one of the Otter or Monterey Bay meal plans.

**18b. Meal Plan Tenders** The Otter and Monterey Bay meal plans include Meal Swipes, Meal Exchange Swipes, Dining Dollars, and Guest Meals.

- a. Meal Swipes: one meal swipe grants access to the Dining Commons.
- b. Meal Exchange Swipes: one meal exchange swipe can be used in select campus restaurants for a meal. One meal exchange swipe may be used per meal period: breakfast, lunch, light lunch, dinner, and late night. Meal exchange swipes may be used at the Dining Commons.
- c. Dining Dollars: a declining balance fund with a dollar-for-dollar purchase equivalence

that can be used in campus restaurants and markets (including the Dining Commons).

- d. Guest Meals: one guest meal grants access to the Dining Commons. Guests must be accompanied by a meal plan holder.

**18c. The Dining Commons** During the fall and spring semesters, the Dining Commons offers an “All-You-Care-To-Eat” program. Licensees can enter for a meal at any time the venue is open using any applicable tender. With the exception of the sustainable dining program (see 18d.), no food, dishes, or utensils may be taken from or brought into the building without permission from a Dining Commons manager.

**18d. Sustainable Dining Program** All Otter and Monterey Bay meal plan holders are eligible to redeem one (1) reusable to-go box and one (1) reusable cup with an unlimited refill membership per academic year.

- a. Guests wishing to take food from the Dining Commons must use the provided reusable to-go box. Other containers will not be permitted.
- b. To-go meals at the Dining Commons will be charged one swipe or the door rate price. Guests can either dine in or take food to go with a meal swipe. Guests wishing to dine in and take food to go will be charged twice.
- c. Dining is not responsible for lost, stolen, or damaged green boxes or cups. Lost, stolen, or damaged green boxes can cups can be replaced at a cost to the Licensee
- d. Vandalized, graffitied, or damaged green boxes will not be accepted, and a replacement will be required to continue participation in the sustainable dining program. The Sustainable Dining Program is non-transferable and non-refundable.

**18e. Rollover; Expiration** For all Otter and Monterey Bay Meal Plans, all Unused Meal Swipes and Meal Exchanges expire at the end of each semester. Dining Dollars roll over from Fall to Spring if the Licensee is still holding an Otter or Monterey Bay meal plan for the Spring semester, but expire at the end of the Spring semester. Unspent guest meals expire each semester. Unspent Meal Swipes, Meal Exchanges, and Dining Dollars remaining at the end of the Spring semester expire and are forfeited. Licensee may spend rollover Fall Dining Dollars during Winter Break for the venues that may be open.

**18f. Meal Plan Schedule** Dining Dollars, Meal Swipes, and Meal Exchanges will be available for use at various dining venues beginning with breakfast, Wednesday, August 19, 2026, and ending with dinner, Friday, May 21, 2027. Meal Swipes and Meal Exchanges are not redeemable during the academic break periods. Dining Dollars remain redeemable over the Fall, Winter, and Spring academic breaks.

During the academic year, dining venue schedules generally coincide with the housing occupancy dates and may have limited offerings and limited hours during holiday breaks,

including Fall Break/Thanksgiving, Winter Break, and Spring Break. All dining venues may be closed when the campus is officially closed, including most of Winter Break. Dining venue hours will vary throughout the year based on academic schedules and other factors.

## **18g. Meal Plan Management and Billing**

**18g1. Meal Plan Payments** Licensee is billed by the semester for the meal plan. Payments must be received and posted by the University to the Licensee's student account at the OASIS Self Service/Student Center online on or before published due dates for services to be provided. Postmarked dates are not considered the paid dates.

**a.** Fall Meal Swipes, Meal Exchanges, and Dining Dollars may be withheld pending payment by a Licensee who, as of Tuesday, August 18, 2026, owes fees for the Fall meal plan and does not have adequate financial aid to pay the Fall meal plan.

**b.** Spring Meal Swipes, Meal Exchanges, and Dining Dollars, and any Fall rollover Dining Dollars may be withheld pending payment by a Licensee for Spring semester who, as of Thursday, January 21, 2027, owes fees for the Fall meal plan or the Spring meal plan, and does not have adequate financial aid to pay the balances. Licensee will remain responsible for the full meal plan fees.

**18g2. Meal Plan Change costs** Licensee is required to pay for the meal plan for which Licensee is billed within the specified time, even if Licensee later changes the meal plan. Separate charges or credits resulting from such changes will appear on Licensee's student account after each change. Licensee is obligated to pay any additional costs related to any changes in the Licensee's meal plan. Licensee is responsible for the selected meal plan daily rate through the effective change, cancellation, or termination date, whichever is later.

**18g3. Daily Rate or Per Day Charges** Changes to meal plans, including changing meal plans, are prorated based on a per-day charge for the meal plan and will result in prorated credits and charges and amounts of Meal Swipes, Meal Exchanges, and/or Dining Dollars based upon the number of days remaining in the semester at the time of change.

**18g4. Adding or Upgrading a Meal Plan at Any Time** The Licensee may add an Otter or Monterey Bay meal plan if Licensee has no other meal plan.

**18g5. Limited Changes** Otter and Monterey Bay plans can be changed only once each semester through the end of the add/drop period. For plan changes, the licensee will be charged a \$50 change fee. All dining tenders will be prorated based on usage.

**18g6. Additional Meal Plans, Meal Swipes, and Dining Dollars** If Licensee spends their allotted Meal Swipes and/or Dining Dollars within a semester and desires more, Licensee may purchase additional Meal Swipes and/or Dining Dollars to add to Licensee's Otter or Monterey Bay meal plan. A Licensee may only hold one Otter or Monterey Bay meal plan at a time. Meal Swipes that are added during the Fall semester

to a Otter or Monterey Bay meal plan will rollover from Fall to Spring semester if the Licensee has a Spring meal plan, and will expire at the end of Spring semester. Licensees may hold other voluntary meal plans that may be offered during the academic year, with these plans subject to the rules of those plans.

Additional Meal Swipes and Dining Dollars can be added through the Dine on Campus website: [Dine On Campus at CSU Monterey Bay](#) || [Buy a Voluntary Meal Plan](#).

**18h. Meal Plan Cancellation Prior to Move-In Day** Prior to the official move-in day only, Licensees who are not required to have an Otter and Monterey Bay meal plan, but who requested during the application process to have an Otter and Monterey Bay meal plan, may request to cancel the Licensee’s Otter and Monterey Bay meal plan. No cancellation fee will be charged if the request is in writing and received prior to the official move-in day for that semester; therefore, no later than the end of the business day Tuesday, August 18, 2026, for the Fall semester and no later than Thursday, January 21, 2027, for the Spring semester.

**18i. Meal Plan Terminations or Changes after Move-In Day**

**18h1.** For Licensees commencing in the Fall semester, this is a full-year license for Fall and Spring semester meal plans. No meal plan termination or change request for the current semester will be approved or credited for any reason within the last two weeks prior to the end of either semester. All dining requests to change or terminate their meal plans need to be in writing. Submit email to [dining@csumb.edu](mailto:dining@csumb.edu).

**18h2.** In very limited circumstances, Licensee may be allowed to terminate their meal plan upon Licensee request after move-in day for each semester per the following terms:

Term	Who Can Request	Request termination By	Effective/Approval Date	Termination Fees
For Fall 2026	Licensee not required to have a meal plan in current housing assignment	On or after Wednesday, August 19, 2026, and no later than Tuesday, September 8, 2026	No later than Wednesday, September 16, 2026	Licensee will be charged a \$150 termination fee and a prorated daily charge until termination is effective.
For Fall 2026	Licensee approved for change of assignment to housing where meal plan is not required.	On or after Wednesday, August 19, 2026, and no later than Friday, September 12, 2026	Meal Plan cancellations submitted before Saturday, September 13, 2026, as part of room transfer requests will be reviewed for	Licensee will be charged a \$150 termination fee and a prorated daily charge for meal plan until room change of assignment is completed.

			consideration.	
For Spring 2027	Licensee not required to have a meal plan in current housing assignment	On or after Friday, January 22, 2027, and no later than Tuesday, February 8, 2027	No later than Tuesday, February 16, 2027	Licensee will be charged a \$150 termination fee and a prorated daily charge until termination is effective.
For Spring 2027	Licensee approved for change of assignment to housing where a meal plan is not required	On or after Friday, January 22, 2027, and no later than Tuesday, February 3, 2027	Meal Plan cancellations submitted before Wednesday, February 4, 2027, as part of room transfer requests will be reviewed for consideration.	Licensee will be charged a \$150 termination fee and a prorated daily charge for meal plan until room change of assignment is completed.

**218j. OtterCard Access** Licensee's physical OtterCard, which is used to access the meal plan, must be presented to the cashier for each purchase at any campus Dining Services facility. Use of Licensee's OtterCard by someone else is subject to disciplinary review. Should Licensee's OtterCard be lost or stolen, it is the responsibility of the Licensee to replace it.

**18k. Not Transferable** Licensee's meal plan is not transferable. Assisting unauthorized persons to enter the Dining Commons or to use licensee's OtterCard is in violation of the terms and conditions of the License. Unauthorized use of an OtterCard or tampering with or altering the OtterCard is a violation of this License and may warrant confiscation and possible disciplinary action by the University, a fine, and possible forfeiture of value expended.

**18l. Conduct** Licensees are students who are enrolled for educational pursuits, and the expectation is that their conduct will preserve an atmosphere of learning. Any Licensee whose conduct or behavior in or about a food service venue is materially disruptive or in violation of the law or University regulations may be subject to University disciplinary action under the Standards for Conduct. Unacceptable behavior including food fights and trashing tables or failure to adhere to policies may result in permanent removal of a student from the Dining Commons. Licensees must comply with reasonable requests of Dining Services and University staff while in any Dining Services facility.

In extreme circumstances University may terminate only the Licensee's dining plan for conditions per this license and Licensee may be subject to fees that could range from the full Fee Period of Licensee to a \$150 Termination Fee and 30 days' dining plan fees at actual rate.

**18m. Dietary Concerns** If a Licensee has any dietary restrictions due to food allergies, food intolerances, and/or other dietary concerns, notify CSUMB Student Disability and Accessibility Center (SDAC) as soon as possible. SDAC, along with medical professionals, and Dining Services will review the request and establish appropriate reasonable accommodations for the Licensee. Cancellation or termination of the meal plan will be permitted only under the most adverse circumstances that render it unreasonable for Dining Services to provide the services to the Licensee.

**18n. Additional Dining Services Information** Additional information and provisions are available at <https://dineoncampus.com/csumb>.

**Residential Meal Plans** - Licensees assigned to Residence Halls, Pinnacles, or Vineyard Suites are required to choose from the following meal plan options. Licensees assigned to Strawberry, Promontory, East Campus Apartments may choose any of these options, but they are not required. The meal plan cost is in addition to the housing rent listed above. For more details on what is included in these meal plans, please visit: <https://dineoncampus.com/csumb>.

Meal Plan	Required for Licensees Assigned to:	Optional for Licensees Assigned to:	Rate (per semester)	Details				
				Dining Dollars	Meals (DC Only)	Meal Exchanges	Total (Meals + Meal Exchanges)	Guest Meals
Otter 225	Residence Halls	Pinnacles, Vineyard, Strawberry, Promontory, East Campus Apartments	\$3,139	\$625	161	64	225	5
Otter 7	Residence Halls	Pinnacles, Vineyard, Strawberry, Promontory, East Campus Apartments	\$3,139	\$250	Unlimited (Monday - Sunday)	64 (Monday - Sunday)	Unlimited + 64	5

Otter 5	Residence Halls	Pinnacles, Vineyard, Strawberry, Promontory, East Campus Apartments	\$3,139	\$400	Unlimited (Monday - Friday)	64 (Monday - Friday)	Unlimited + 64	5
Monterey Bay 140+	Pinnacles, Vineyard, Strawberry Studios*	Strawberry, Promontory, East Campus Apartments	\$2,709	\$900	96	48	144	5
Monterey Bay 100+	Pinnacles, Vineyard, Strawberry Studios*	Strawberry, Promontory, East Campus Apartments	\$2,099	\$800	71	32	103	5
Monterey Bay 70+	Pinnacles, Vineyard, Strawberry Studios*	Strawberry, Promontory, East Campus Apartments	\$1,982	\$725	56	16	72	5

\*Residents in Pinnacles, Vineyard, and Strawberry Studios may also select one of the Otter plans instead of a Monterey Bay plan if they prefer.

## 19. NONPAYMENT OF LICENSE FEES

Failure of Licensee to satisfy the financial obligations of this License may, at the sole discretion of the University, result in any one or a combination of the following:

### 19a. Assessment of Late Fees

Assessment of a late fee. In addition to the \$35 late fee, failure to pay, as agreed, may result in interest at 10% per annum on any delinquent amounts during the period of the delinquency.

### 19b. Withholding of Services

Withholding of university services pursuant to Section 42381, et. seq., Title 5,

California Code of Regulations, which includes, but is not limited to, denial of registration, adding or dropping classes, and/or withholding of services and access to or use of facilities.

**19c. Suspension of Meal Plan**

If meal service is suspended, unused meals will not be refunded or credited.

**19d. Revocation of License Agreement**

Revocation of the License Agreement with financial penalties, as noted in this license.

**19e. Notification to Credit Bureau**

Notification of default to credit bureau organizations.

**19f. Offset of Loans**

Offset of loans, grants or scholarships payable through the university, or tax refunds through the Franchise Tax Board.

**19g. Legal Action**

The University may pursue legal action, including eviction and the employment of a collection agency, to collect delinquent amounts or to enforce its rights under this License. All attorney fees and other reasonable costs and charges incurred during such collection or enforcement efforts shall be the responsibility of the Licensee.

**19h. Agreement**

Licensee agrees that housing and dining plan fees are an extension of credit for living expenses and are considered an educational debt.

