



**Summer 2020**

**EAST CAMPUS**

HOUSING

LICENSE AGREEMENT

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This License Agreement ("License" or "Agreement") is entered into by the person named on this License Agreement ("Licensee") and the Trustees of the California State University, acting by and through California State University Monterey Bay ("CSUMB"), and the University Corporation at Monterey Bay ("Corporation"), (together referred to as "University" or "Licensor"). The Student Housing and Residential Life ("SHRL") office administers this License on behalf of the University unless otherwise noted. This License for housing is for Summer 2020 semester ("Fee Period"). Alliance Residential Company, LLC (ARC) is Corporation's agent as facility manager in East Campus for the Frederick Park student housing area. Submitting an online or hard-copy version of this Agreement to the University (including an Agreement signed by a parent or legal guardian for a student under 18 years of age) shall constitute acceptance of the Agreement terms and conditions by the Licensee. This Agreement is considered accepted by the University on the date which the University sends an official housing confirmation letter or email to the Licensee.

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## **ADHERENCE TO RULES AND REGULATIONS**

The Licensee shall at all times obey the rules, regulations, policies, and prohibitions set forth in Title 5 of the California Code of Regulations (insofar as they pertain to student conduct, generally, or specifically student housing) or established in University Housing Policies and Regulations prior to or during the Agreement period. All such rules, regulations, policies, and prohibitions are incorporated in this Agreement as though fully set forth herein, including but not limited to:

- Standards for Student Conduct: <https://csumb.edu/studentconduct>
- SHRL Community Standards: <https://www.csumb.edu/housing/student-housing-residential-life-community-standards>
- [Title 5](http://www.calstate.edu/Title5/), California Code of Regulations governing California State University (<http://www.calstate.edu/Title5/>), and all other University rules and regulations governing the conduct of students, and housing and dining plans, as amended from time to time.

### **1. LICENSE.**

Under this License, Licensor grants permission to Licensee to use the housing facilities in East Campus' Frederick Park during the "Fee Period" (as described in *Section 2. Fee Period; Occupancy*) in exchange for Licensee's timely payment of the applicable housing fees, and Licensee's compliance with all provisions of this License.

Submission 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 ARC as set forth in the payment schedule and fees referenced in this License for any assigned living unit. This License is not intended to create any interest in real property, taxable, possessory, or otherwise.

Any reference to roommate(s) or shared space is applicable to Licensees eligible for an Individual License only.

### **2. FEE PERIOD; OCCUPANCY.**

**2a.** Licensee is permitted to occupy a bed space within the housing facilities for the Fee Period, which begins Saturday, 7 pm, May 16, 2020, and runs through 12 pm, June 30, 2020.

**2a1.** Licensees who are graduating during summer 2020 will be given Fee Period extension to 12 pm, August 1, 2020.

**2a2.** Licensees who possess a license for 2020-2021 Fee Period will be given Fee Period extensions to 9 am, August 21, 2020.

**2b.** Note that many customary services may be limited or not available during the Fee Period, including dining, front desk, and mail services.

**2c.** The University shall not be liable for any delay in the delivery of occupancy of premises.

### **3. INTENTIONALLY OMITTED.**

### **4. ELIGIBILITY.**

Licensee must fulfill the following criteria to be eligible for occupancy under this License. The Licensee must qualify for housing eligibility at all times and agrees to maintain eligibility throughout the term of this License. Failure to maintain eligibility may result in termination of this License by the Licensee, but will not release the Licensee from the obligation to pay any housing related fees due and owing. Eligibility for occupancy also includes satisfactory payment history with the University or ARC.

**4a.** A Licensee eligible for a Family License is permitted to occupy multiple bed spaces within one living unit in Frederick Park for the Fee Period. A Licensee qualifies for a Family License by meeting the following requirements:

**4a1.** Licensee must be 18 years of age or older and be a full-time student at CSUMB as defined herein; and,

**4a2.** Licensee must:

**a.** Be married; or,

**b.** Be part of a Domestic Partnership (according to California State Family Code Section 297; or,

**c.** Have one or more dependent children under age 18 residing with Licensee.

**4b.** A Licensee eligible for an Individual License is permitted to occupy one bed space within one living unit in Frederick Park for the Fee Period. A Licensee qualifies for an Individual License by meeting one (1) of the following requirements:

**4b1.** Be a Guardian Scholar student; or,

**4b2.** Be a student facing housing insecurity; or,

**4b3.** Be an international student who is unable to return home due to international travel restrictions or lack of Visa.

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

The University shall maintain a professional 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. Licensee agrees to recognize the importance of maintaining the Premises/University 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, Licensee agrees not to disturb this environment.

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

### **6a. Application.**

**6a1.** To apply for housing, the applicant must meet the above criteria and in good standing. All students applying for housing, including all financial aid recipients, must pay a \$125 Reservation Fee, comprised of a \$25 nonrefundable application fee and a \$100 License Pre-Payment. These payments, the online housing application, and an electronically signed License must be submitted in full before the License is accepted by SHRL. These payments may not be deferred for financial aid payment. Upon acceptance by SHRL, all terms are binding, and the License will be considered for a housing bed space assignment. 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. Licensee's past balances must be paid in full for any housing and dining plan fees for previous fee periods.

**6a2.** The \$100 License Pre-Payment will be applied to Licensee's summer charges. It is applied directly to the housing fee, then any other fees accrued to Licensee's student account prior to or after the add/drop deadline for that semester.

### **6b. Rates.**

**6b1.** All Licensees are subject to the current Fee Period rates for the assigned living unit, bed space.

**6b2.** Undergraduate Licensees who apply for and move into student housing, participate in Reservation Days (typically scheduled in February and March each year), and continue to reside on campus in consecutive fee period(s) may be provided "Rate Lock pricing" for housing for this Fee Period. The detailed Rate Lock rates and rules are set forth at <https://www.csumb.edu/housing/rate-lock>. Failure to timely apply, as defined by SHRL, could also result in loss of Rate Lock pricing for this and future Fee Periods.

### **6c. Fees.**

**6c1.** Timely payment of License Fees is required by the monthly due dates during Fee Period. Due dates are firm, even those that fall on weekends or holidays as payments may be made online, 24 hours per day.

**6c2.** University may not issue a housing room key or may restrict building or room access until after tuition, student fees, and housing fees have been timely paid for the semester, and housing fees have been paid for the first monthly period to ARC.

**6c3.** Housing fees will vary depending on which housing facility and living unit or bed space Licensee is assigned.

## **7. PAYMENTS.**

### **7a. Housing Fee Schedule and Payment Methods.**

**7a1.** Licensees are billed for the Fee Period. All payments must be received and posted to the Licensee's account on or before published Payment Schedule due dates and in advance of services being provided. Postmark dates are not considered the paid dates. All housing payments will be paid to and collected monthly by the facility manager, ARC.

**7a2.** Licensees can make online payments through ARC at <http://www.rentcafe.com> or as otherwise notified to Licensee. Payments may also be delivered to the ARC office dropbox on East Campus.

**7a3.** Late fees will be assessed on late payments, and recurring monthly on overdue balances.

**7a4.** University will not make License Fee payments to ARC on behalf of Licensee and will only apply funds to outstanding balances in the Licensee's student account.

## **8. ASSIGNMENTS.**

**8a.** Living units and bed spaces are assigned based on availability at the time assignments are made. University shall assign each Licensee to a specific living unit or bed space and Licensee must occupy only the assigned living unit or bed space. The Licensee agrees to accept the assigned roommate(s).

**8b.** The University may require a Licensee to move to a different living unit or bed space for reasons such as but not limited to:

**8b1.** Maintenance or closure of an area;

**8b2.** Changes of use in space;

**8b3.** Crisis, safety, or emergency situations;

**8b4.** Student Code of Conduct violations;

**8b5.** Unresolvable incompatibility of roommates; and

**8b6.** Occupancy management needs.

**8c.** Licensee will not be allowed any change of assignment during the Fee Period except in the case of an emergency.

**8d.** Any unapproved transfer by a Licensee or occupation or utilization of a bed space 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, a fine of \$50 per day liquidated damages charges and any additional fees for cleaning bed spaces or living units and/or common area spaces, as well as disciplinary action.

**8e.** Bed space or area of this License may not be assigned, transferred, or sublet by Licensee.

**8f.** All unassigned living units, rooms and bed spaces must always be prepared and ready for a new licensee/ roommate or current Licensee may be charged \$50 per day liquidated damages charges and any additional fees for cleaning bed spaces or living unit, and/or common area spaces, and disciplinary action, and/or the cost of occupying the additional living unit, room or bed space.

**8g.** Inability of University to provide Licensee's assignment or roommate preferences, roommate/community related issues or failure to receive a housing assignment electronically or by mail are not grounds for cancellation.

**8h.** In the event that a bed space or 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 bed space, 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 drop in the rate of cancellations not reasonably foreseen by the University, if such a drop results in an overbooking of available housing facilities.

**8i.** For periods requiring short-term vacancy not within University's control, such as campus evacuation, emergency, or resident safety, University may require short-term occupancy by Licensee in another living unit, room or bed space for which University shall not compensate Licensee.

**8j.** If Licensee moves out of housing or abandons the space before the last day of the Fee Period for any reason, the Licensee will remain responsible for full payment for the entire Fee Period.

**8k.** No Licensee shall cohabitate in any bed space, room or living unit with a person other than their approved family members for Family License or assigned roommate(s) for Individual License. No other persons may occupy the bed space, room or living unit.

**8l.** A Licensee who has obtained permission for a Family License is authorized to allow other family member occupants to reside in the living unit by completing and submitting an "Additional Occupant Addendum". All occupants ages 18 and older will also be required to sign the License. Additional occupants may not have an outstanding balance with the University or ARC.

## **9. LICENSEE REQUIREMENTS.**

### **9a. Licensee will:**

**9a1.** Follow established procedures as to guests and visitors and be held responsible for their guests' and visitors' conduct;

**9a2.** Not make alterations in the housing facilities without express consent;

**9a3.** Not possess any firearms or ammunition, highly flammable materials, candles, incense, fireworks, explosives, dangerous weapons or any other material or instrument that in the opinion of the University authorities pose an unreasonable risk of damage to property or personal injury;

**9a4.** Comply with all fire safety rules and requirements, including restrictions of candles, incense, and open flames on campus;

**9a5.** Timely notify ARC or University of needs for maintenance, repairs, bug infestation, health conditions; however, will not be allowed to perform or arrange for others to perform any repairs to damages or any corrections of deficiencies in the facilities whether during the Licensee's residency or upon cancellation of the License;

**9a6.** Give reasonable care, wear, and tear to the assigned bed space and living unit and furnishings, and to make payment for any damage or loss promptly upon demand by the University;

**9a7.** Make reasonable efforts to conserve energy within Licensee's bed space, room or living unit

(including turning room lights and appliances off when not in use and/or use of Energy Star appliances and conserving water);

**9a8.** Maintain the bed space, room, living unit in clean, safe, and sanitary condition, and vacate it in the same condition, reasonable wear and tear expected. The bed space, room or living unit shall be considered vacated after all areas including parking and storage areas are clear of Licensee's belongings and the University and ARC's checkout procedures are completed;

**9a9.** Make appropriate arrangements with University and SHRL for any service or emotional support animal prior to the beginning of each academic term and be solely responsible for care, conduct and sanitation of and from such approved animals;

**9a10.** Not use the bed space, room or living unit, including common areas and the residential community grounds, as a business address or to conduct business activities or to engage in illegal acts or for illegal purposes. "Conducting business activities" includes, without limitation, using the living unit address as a mailing address for business-related activities, hosting websites and use of residential space and utilities to earn compensation. The bed space and living unit is licensed for residential use only; and,

**9a11.** Not use dining or living rooms, closets or storage areas, kitchens or common areas as bedrooms or bed spaces, in accordance with the Uniform Building Code Sections 1202(b), 1204, 1205(c), 1210, 1212, and 1213.

**9b. Required Meningococcal Response Filing.** All students licensed to live on-campus, including East Campus, must acknowledge receipt of information about meningococcal and availability of vaccines during the online housing application process.

**9c. Emergency Contact Information.** Licensee agrees to provide emergency contact information prior to move-in date. If Licensee fails to provide complete and accurate emergency contact information by the specified date, Licensee may have a hold placed on student records preventing Licensee from accessing campus services including registration and transcripts.

**9d. OtterAlert.** Licensee agrees to sign up for OtterAlert, an alert and warning communication system designed for warning students, staff, and faculty in the event of a natural disaster or other emergency on-campus.

**9e. Keys.** Room and mailbox keys shall not be duplicated. Installation or change of any lock, locking device or bolt or latch on doors or windows is strictly forbidden.

**9f. Use of Parking Area.** Any parking spaces and driveways used by Licensee, or Licensee's guests or invitees shall be used only for the parking of passenger automobiles or vehicles used for personal transportation of the Licensee. There shall be no parking of other commercial trucks, trailers, recreational vehicles, or boats in any such space and any such vehicle whose ownership is unknown or which is not moved on demand may be towed away and stored at owner's expense. Parking spaces, driveways or common areas shall not be used for painting, maintenance, or repair of vehicles. Storage of personal belongings/items in the parking areas, including driveways and common areas is prohibited and will be removed by ARC and University at the owner's expense.

## **10. INSURANCE.**

**10a.** 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. University highly recommends that Licensee, at Licensee's expense, obtain appropriate personal and/or rental insurance to include personal liability for damage to University property as well as Licensee's own property. Licensee understands that they are provided an option to buy insurance through GradGuard during the room selection process or opt out with the understanding that Licensee retains personal responsibility for any damages that are incurred to facilities or to personal belongings.

**10b.** The University does not maintain individual or group health and accident insurance for students. The University highly recommends that Licensee obtain health and accident insurance.

## **11. DAMAGES.**

**11a.** All Licensees are individually responsible for loss or damage to their rooms and the connected common areas in the living unit. Throughout the year, if Licensee fails to maintain the living unit in good order and repair, Licensee shall pay the ARC or the University the reasonable costs incurred in returning the living unit 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. 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.

**11b.** All Licensees of a room, floor, suite, or apartment, with access to a certain common area, shall be held jointly liable under the University's discretion for loss or damage to that common area where individual responsibility cannot be determined.

## **12. GENERAL TERMS- CANCELLING OR TERMINATING THE LICENSE**

**12a. Notifying any other University office does not satisfy the obligation to notify SHRL.** The cancellation or termination request date will be considered the date the request form, with appropriate supporting documentation, is received by the University through mail or electronic means.

**12b.** Cancellation or termination 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, daily prorated charges for housing for each day from the beginning of the Fee Period through the Licensee's Vacate Date, nonrefundable fees and liquidated damages related to this License.

**12c.** No License terminations will be approved or credited for any reason during the last two weeks prior to the end of the Fee Period.

**12d. Cancellation Fee.** The \$100.00 License Pre-Payment will serve as the cancellation fee if a student cancels at any time. The Licensee will forfeit the nonrefundable \$50.00 application fee in all cases.

## **13. CANCELLATION.**

**13a. Cancellation Prior to Fee Period Start.** The Licensee may request cancellation by timely notifying SHRL and submitting a written request form. Licensee will forfeit the nonrefundable application fee in all cases and forfeit the License Pre-Payment unless approved otherwise by SHRL.

**13b. No Show Cancellation.** A Licensee who does not request cancellation prior to the Fee Period start date and fails to check-in and claim their assigned housing space or to make alternative arrangements for late move-in will have their license cancelled by University and will forfeit the nonrefundable application fee and License Pre-Payment.

**14. TERMINATION OF LICENSE BY LICENSEE.**

**14a.** After the Fee Period starts, Licensee may submit a Request to Terminate License Agreement form to request termination of the license and notify the University of the Licensee’s intention to vacate the housing facilities on or after the beginning of the Fee Period. The notice must be given a minimum of 15 days prior to the date the Licensee intends to vacate the facilities and/or terminate the License. University will review Licensee’s request to vacate the facilities and terminate the License based on the exception standards contained in the SHRL Community Standards and Sections 42000-42103, Title 5, California Code of Regulations, and may be approved if one of the following circumstances exists:

- 14a1.** Licensee withdraws from CSUMB, transfers to another school, or takes educational leave from the University and does not re-enroll at the University during the Fee Period;
- 14a2.** Licensee is academically disqualified from the University;
- 14a3.** Licensee has orders for Military Active Duty deployment during the Fee Period; or,
- 14a4.** 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.

**14b.** Housing will conduct a mid-term enrollment review of all licensees released from their licenses due to withdrawal. In the event the Licensee has enrolled during that academic year subsequent to their release from their License, the balance of fees associated with the original License may be reinstated in full and the Licensee may be referred to Student Conduct for misrepresentation.

**14c.** No refund under this License will be authorized for any reason during the last two (2) weeks of the Fee Period.

**14d.** If an exception is NOT approved, the License will not be terminated and Licensee will be responsible for housing fees for the full Fee Period.

**14e.** If an exception is approved, Licensee is responsible for the Daily Rate and the official withdrawal date or termination effective date, whichever is later (“Vacate Date”), and other fees as set forth herein:

Exception	Termination Request to SHRL	Exception Approved
Withdraws; Transfers to another school	At least 15 days’ notice prior to desired effective date	License is terminated and \$100 cancellation fee
Licensee academically disqualified	At least 15 days’ notice prior to desired effective date	License is terminated and \$100 cancellation fee
Extraordinary causes	At least 15 days’ notice prior to desired effective date	License is terminated and \$100 cancellation fee
Military active duty	At least 15 days’ notice prior to desired effective date	License is terminated and \$100 cancellation fee

## **15. EXPIRATION, TERMINATION, REVOCATION OF LICENSE BY UNIVERSITY.**

**15a. Normal Expiration.** The License conferred by this Agreement shall expire on the date specified in *Section 2. Fee Period; Occupancy* of this Agreement.

**15b. Revocation by the University.** The University may revoke this Agreement and initiate removal and/or banishment of a License upon the occurrence of any of the following reasons:

**15b1.** Nonpayment of housing charges or fees;

**15b2.** Failure to meet the criteria outlined herein;

**15b3.** Selling, using, knowingly possessing, or being in the presence of restricted or dangerous drugs, controlled substances, or narcotics as those terms are used in California or Federal statutes;

**15b4.** Possession of any firearm, knife, deadly weapon, ammunition, fireworks, explosives, or dangerous chemical;

**15b5.** Misuse, abuse, theft or destruction of campus property or misuse, abuse, theft, or destruction of the property of any member of the campus community;

**15b6.** Physical abuse towards any campus community member or the threat of such abuse;

**15b7.** Falsification of any legitimately required information requested by the University;

**15b8.** 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;

**15b9.** Administrative necessity of the University;

**15b10.** The Licensee's breach of any term or condition of the Agreement, including failure to abide by University Housing Policies and Regulations.

Removal of a Licensee will generally be preceded by a three-day removal notice; however, depending on the severity of the situation found to warrant removal, shorter notice may be permitted and necessary.

**15c.** Licensees who have had a previous license revoked may be denied future occupancy.

**15d.** If a License or part of the License is revoked, Licensee is responsible for the Daily Rate of the per day housing charge and the official withdrawal date or termination effective date, whichever is later (Vacate Date), and other fees as set forth herein:

<b>Reason for Revocation</b>	<b>Fees Due</b>
Conduct, discipline	Full Fee Period fees due for housing
Failure to maintain student status	\$100 Cancellation Fee and 7 days' housing fees at Daily Rate
Breach of License or related terms, including failure to pay fees	\$100 Cancellation Fee and 7 days' housing fees at Daily Rate
Administrative necessity	No cancellation fee

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

Licensee shall vacate the housing facility on the expiration of the Fee Period or upon cancellation or termination of this License, whichever comes first. For failure to timely vacate the facilities Licensee may be charged the Daily Rate for housing, and may be subject to eviction in the manner provided by the laws of the State of California. ARC or the University may charge any other applicable fees or charges.

## **17. 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.

## **18. ABANDONED PROPERTY.**

Any property of the Licensee remaining in the housing facility after expiration or termination of the license 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 University regulations and applicable law, without any liability to the University. Licensee may be liable to the University or ARC 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.

## **19. OTHER FEES.**

**19a. Application Fee.** A non-refundable application fee of \$25 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.

**19b. Late Fees.** Late payment penalties are assessed at the rate of \$25 monthly on accounts. Late payment also includes not paying the full balance currently 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, you must also pay past due charges and late fees to bring the account current.

**19c. Improper Checkout Fee.** Failure to complete the proper check-out procedures may result in Licensee being charged a \$75 non-refundable improper check-out fee.

**19d. Keys.** Lost or damaged keys will result in a rekey fee subject to the area in which the Licensee is assigned according to the room damages schedule.

**19e. Returned 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 the second or 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 is not received within ten (10) calendar days following a written notice. Licensees may also have their License terminated for non-payment of a dishonored check debt. If Licensee gives the University two (2) successive checks that are returned for nonpayment 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.

**19f. Notice to Pay Rent/Perform Fee.** The Licensee agrees to pay a \$50 processing fee for administrative services if the University must provide notice to Licensee due to the Licensee's failure to pay rent or any fees due or to perform a material requirement of this License and:

**19f1.** The Licensee pays the rent or performs the requirement;

**19f2.** The University agrees to rescind such Notice; or,

**19f3.** The Licensee does not pay the rent and fees due or perform the requirement as required.

**19g. 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.

**19h. 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 impracticable or extremely difficult to fix the actual damage.

## **20. REFUNDS.**

ARC and 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 and ARC 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.

## **21. INDEBTEDNESS.**

**21a.** Failure of Licensee to satisfy the financial obligations of this License may result in any one or a combination of the following:

**21a1.** Late fee and other fees in accordance with this License;

**21a2.** Withholding of University services, 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;

**21a3.** Revocation of the License with financial penalties;

**21a4.** Eviction including attorney fees and costs;

**21a5.** Notification of default to credit bureau organizations;

**21a6.** Legal action including use of collection agencies, by CSUMB and Corporation, to collect unpaid obligations or enforce rights;

**21a7.** Payment for costs for attorney fees and other reasonable collection costs and charges accrued during the collection of said amounts; and,

**21a8.** Offset of paychecks, loans, grants, scholarships, or any refunds payable through the University.

**21b.** Licensee agrees that housing fees are an extension of credit for living expenses and are considered an educational debt.

## **22. GENERAL.**

**22a.** The University or ARC shall have the right to enter the premises occupied by Licensee for emergency, health, safety, maintenance, management of applicable rules and regulations or for any other lawful purpose. The University or ARC shall give the Licensee reasonable notice of intent to enter a living unit, except in cases of:

**22a1.** Life, health, or safety emergencies or building evacuation;

**22a2.** Abandonment of the living unit by either the Licensee or Licensee's roommate(s);

**22a3.** The Licensee, Licensee's roommate(s), or Licensee's adult family member consents at the time of requesting service for maintenance (e.g., electrical, plumbing, water, repairs, etc.). During normal working hours when the Licensee or Licensee's licensed roommate(s) have requested service, notice is only waived for the purpose of the requested service.

**22b.** The University is not responsible for the continuation of mail, heating, maintenance, internet or cellular access, or security service at normal levels in the event of a natural disaster, 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.

**22c.** Information to Licensee on housing matters will be communicated primarily through the Licensee's CSUMB email account. Residents 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 also agrees that University can provide alert and time sensitive information to Licensee by text (SMS) notification to U.S. phone numbers only. 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. Other communications may be sent by the University to the on-campus housing mailbox or posted in housing buildings.

**22d.** The University reserves the right to make other rules and regulations as in its judgment may be necessary for the 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 the bed space.

**22e.** The waiver of any breach of a term or condition of this License shall not constitute a waiver of any

subsequent breach. No modification of this License shall be effective unless given in writing by an authorized representative of University within thirty (30) days' written notice. 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 in any action respecting this License or to enforce it shall be in Monterey County, California.

**22f.** Licensee shall indemnify, defend and hold harmless University Corporation at Monterey Bay, California State University Monterey Bay, the State of California, Trustees of California State University, Alliance Residential Company, 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 improper, illegal, or a violation of this Agreement and/or state or federal laws, where applicable.

**22g.** 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](https://www.csUMB.edu/clery). Printed copies are available in the library and by request from the CSUMB Office of Public Safety and the Office of the Vice President for Student Affairs.

**22h.** 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](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.

**22i.** This Agreement is governed by the laws of the State of California.

**22j.** 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. The Licensee may not sub-license or sublet the Premises to, or permit the occupancy of the Premises by, any other person without the written permission of the University.

**22k.** This Agreement is subject to change without notice.