

**California State University Monterey Bay
Student Housing & Residential Life**

100 Campus Center, Seaside CA 93955

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2018-2019 EAST CAMPUS FREDERICK PARK INDIVIDUAL HOUSING AND DINING LICENSE

This 2018-19 East Campus Student Housing and Dining License (“License”) is entered into by the Licensee executing this License and California State University Monterey Bay (“CSUMB”) and University Corporation at Monterey Bay (“Corporation”), together referred to as “University”. Licensee has read and understands the following terms and conditions of this License. Licensee has also read and understands the fee structure and payment schedule.

- 1) **LICENSE TERM.** This License is for the entire License Term, which is the entire 2018-19 academic year of fall and spring semesters, or the balance thereof.

- 2) **CONSIDERATION FOR LICENSE.**
 - a) In consideration for the right to occupy an assigned bed space in a living unit (“Licensed Space”) within a housing facility on East Campus and receive access to food service through a Dining Plan, Licensee agrees to make payments to the University as set forth in the payment schedule and fees referenced in this License for any optional Dining Plan selected by Licensee and an assigned Licensed Space. The Corporation, through its food service vendor, is CSUMB’s Dining Services provider, and Corporation and CSUMB together provide the student housing facilities and programs. Alliance Residential Company, LLC (ARC) is Corporation’s agent as facility manager for East Campus. CSUMB’s Student Housing & Residential Life (“SHRL”) provides housing administration, dining plan coordination and student programming at all student housing.
 - b) It is understood and agreed by the Licensee and University that no lease or any other interest in real property is created by this License. This License is only for the use of a bed space within a living unit assigned to the Licensee for a limited time.

- 3) **LICENSE PERIOD.**
 - a) License Period; Occupancy. The University hereby grants to Licensee, who meets the eligibility requirements for occupancy as set forth by SHRL, the permission to occupy a living unit within a student housing facility on East Campus in Frederick Park as a Licensee during the fall and spring semester beginning Friday, August 24, 2018, and ending Saturday, May 18, 2019. (“License Period”), unless sooner terminated under the provisions of this License. Fall semester occupancy begins at 9 a.m., Friday, August 24, 2018 and runs through December 31, 2018. Spring semester occupancy commences on January 1, 2019, and ends at 12 p.m., Saturday, May 18, 2019.
 - b) Summer 2019 Housing. Students who plan to attend summer session and reside on-campus during the summer 2019 will need to complete a Summer Housing Application and a Summer Housing License through the Licensee’s online Housing portal by Friday, May 3, 2019.
 - c) Delay in Delivery. The University shall not be liable for any delay in the delivery of possession of premises. The Licensee’s obligation to make payments shall commence upon the University’s delivery of possession.

- 4) **FEES.**
 - a) Housing fees and Dining Plan fees will vary depending on which size of living unit to which Licensee is assigned, and whether Licensee selects a Dining Plan, which is optional if Licensee is living in East Campus, and which Dining Plan is selected by Licensee. Actual payment amounts may vary for reasons including, but not limited to, changing room type or location after selection, assessment of late fees resulting from late payments, and/or adjusted move-in dates. See <https://csumb.edu/housing/rates> for Housing and Dining Plan fees/rates for incoming Licensees and Dining Plan fees for returning Licensees, and <https://csumb.edu/housing/rate-lock> for returning Licensees who are eligible for Rate Lock for Housing fees.

- b) Dining Plan fees are due before or at move-in unless financial aid will be used to pay the fees or other arrangement is pre-agreed upon by University.
- c) All Housing fees are due on the first of each month in accordance with the University fee schedule. All housing fees will be paid to and collected by the facility manager, Alliance Residential Company, LLC (ARC).
- d) For Housing Plan fees Licensees can make online payments through ARC at www.myallianceadvantage.com Payments may also be made in person to ARC.
- e) For Dining Plan fees Licensees can access Online Payments via their Dashboard within the “CMS Self Service/Student Center” Online payments can be made with either eCheck (with no added convenience fee) or credit card (with an added 2.75% convenience fee). Online payments received after 5:00 pm will be recorded the following business day. If there are any problems making a payment online, see <https://csumb.edu/csc/how-make-payment>.
 - i) Payments may also be made in person.
 - ii) For international Licensees, students may utilize Flywire. See <https://csumb.edu/international/making-payments-internationalnse-student#sts=Flywire> and click on "How To Make Payment".
- f) Mailed payments are recorded as received. Neither ARC or University is responsible for payments that are lost, late, misdirected, mutilated, or delayed.
- g) Individual bills are not sent to Licensee for any payments due, including the payment date for the full balance due or payments. Licensee is responsible for making timely payments. A late fee may be charged for any payments received after the due dates.
- h) All payments must be in US Dollars and no checks are accepted for funds drawn from a non-US bank.
- i) If Licensee vacates before the last day of the License Period, the Licensee will remain responsible for full payment for the entire License Period.

5) RESERVATION DEPOSITS.

- a) New Licensee Reservation Deposit.
 - i) A new incoming Licensee must apply for this License, and provide a Reservation Deposit of \$100 when the application for the License is submitted to University. The License is not complete until the Reservation Deposit is received and application/License is completed and submitted. Failure to remit correct payment could result in the delayed processing of or loss of Licensee’s Licensed Space.
 - ii) The Reservation Deposit will be applied to fees after the add/drop date.
- b) Returning Licensee Reservation Deposit and Rate Lock eligibility.
 - i) A returning Licensee must apply for this License, and provide a Reservation Deposit of \$100 when the application is submitted to University. The application and License is not complete until the Reservation Deposit is received and application/License is complete, executed and submitted. Failure to remit correct payment could result in the delayed processing of or loss of Licensee’s Licensed Space. A returning Licensee’s Licensed Space is subject to the prevailing rate and University’s verification of student’s ability to meet eligibility requirements.
 - ii) The Reservation Deposit will be applied to fees after the add/drop date.
 - iii) To be eligible for the “Rate Lock pricing” for this License Period a Returning Licensee must have reserved a space by completing an application during Reservation Days (usually in February of the academic year) during the previous License Period and deposited the Reservation Deposit of \$100 at that time with the University through the Licensee’s student portal account. The Rate Lock rates and rules are set forth at <https://csumb.edu/housing/rate-lock>. The returning Licensee will lose their guaranteed Rate Lock price for this academic year if he or she failed to reserve a space on campus during the Reservation Days. Failure to renew during Reservation Days could also result in denial of a license. Dining Plan fees for returning Licensees are not included in the Rate Lock pricing and will be provided at the current year pricing.
- c) Limited Availability. Based on demand and availability, University reserves the right to establish a cutoff date for accepting this executed License. This may void an executed License received after a cutoff date, if any.

6) FINANCIAL AID STUDENT FEE DEFERMENT.

- a) Reservation Deposits are due upon application for this License; financial aid may not be used for the Reservation Deposit.

- b) The remaining balance of Dining Plan Fees will be deferred for a Licensee who:
 - i) applied for or will apply for financial aid by the last day of the registration period (add/drop date for the Fall semester and add/drop date for the Spring semester, and
 - ii) is receiving sufficient aid to cover the amount of the deferred Dining Plan fees.
- c) Fees will be deferred until the financial aid is received or until add/drop deadline outlined in the University academic calendar and fees list. No deferment shall continue beyond this add/drop deadline for the respective semester without pre-approval of University. If the financial aid received is insufficient to cover the fees due, Licensee is responsible for payment of the balance of the fees within ten (10) days of final disbursement of financial aid, but no later than the deferment dates for the respective terms.

7) HOUSING/LICENSED SPACE ASSIGNMENTS.

- a) A Licensee qualifies for an Individual License in East Campus housing by meeting the following requirements:
 - i) Licensee is a full time student at CSUMB and be 21 years of age or older;
 - ii) Licensee is a full time student at CSUMB and have completed a minimum of 90 units by August 1; or
 - iii) Licensee is a full time student participating in graduate program at CSUMB.
- b) Eligibility may also include a review by University of satisfactory payment history with University or ARC, or any other university related to housing, and positive conduct history in student housing and CSUMB.
- c) University shall assign each Licensee to a specific room and bed space as Licensed Space and Licensee must occupy only the Licensee's Licensed Space. Assignments are generally assigned on a first-come, first-served basis, based upon the date the University receives the completed License.
- d) The Licensee agrees to accept assigned roommate(s).
- e) University reserves the right to change room assignments, assign a new licensee or reassign a current Licensee to any unoccupied bed space at any time and/or consolidate vacancies in the interest of health, discipline, occupancy, space and program capacity and administrative necessity or for the general welfare of the Licensee and the University community.
- f) The University does not guarantee specific living units or roommates. Inability by University to honor a Licensee's assignment preferences will not cancel or void this License.
- g) If there is an increased need for housing space on campus, it may be necessary to modify the design of the living community areas to maximize living spaces. A Licensee may be offered the opportunity to occupy a living unit at a different Housing rate.
- h) No Licensee shall cohabit with a person other than their assigned roommate(s).
- i) Licensee shall not permit any other person to occupy their living unit.
- j) In the event that one of the occupants moves out of Licensee's room, University reserves the right to assign a new roommate(s) or to reassign the remaining Licensee(s) to another living unit in order to consolidate space. New residents may be assigned at various times during the year, therefore, vacant bedrooms/bed spaces may become occupied without prior notice.

8) CHANGES IN HOUSING/LICENSED SPACE ASSIGNMENT.

- a) No transfers of Licensees to other License Spaces will be allowed during the first two weeks of each semester until after University establishes who has checked in, cancelled, or delayed their check-in date and to ensure all licensees have moved into their proper licensed spaces.
- b) Requests to University for any change in assignment status shall be subject to review, and may be granted or refused at the discretion of University. University understands Licensees may desire to move to a different Licensed Space or that certain conflicts may develop, but University must authorize all assignment changes.
- c) Licensee will be allowed one (1) change of Licensed Space without fee during the License Period (fall and spring semester). Subsequent changes at Licensee's request may require payment by Licensee of a \$50 change fee to offset administrative, facilities and housekeeping support.
- d) Any transfers, or occupation or utilization of a Licensed Space not assigned to a Licensee that takes place without the express written permission of University will be seen as void and may result in the Licensee returning to their original living unit, a fine of \$100 per day, administrative fees, and disciplinary action.
- e) Licensee also agrees that it may not transfer or assign Licensed Space to another person. Any attempt to transfer all or part of a Licensed Space shall automatically terminate this License. The Licensee appoints and authorizes the University and its agents, to act as Licensee's agent to remove any person claiming possession

by way of any alleged assignment or transfer. This may also result in a fine of \$100 per day, administrative fees, and disciplinary action to Licensee.

9) LICENSEE REQUIREMENTS

- a) State Regulations. This License is subject to the regulations contained in Title 5 California Code of Regulations, §§42000-42103, Tit. 5, Div. 5, Chap. 1, Subchap. 5, Art. 5: Housing, and Art. 6: Meals, as amended from time to time. A copy of these regulations is available at SHRL or at <http://www.calstate.edu/ft/pgmpol/t5dir.shtml>. University reserves the right to use California Code of Regulation Section 41301 (under Student Conduct at <https://csumb.edu/catalog/rights-responsibilities>), or other applicable administrative or legal remedy to address violations of the terms and conditions contained in this License.
- b) University Rules. The Licensee agrees to comply with and abide by all terms and conditions and any subsequent amendments of this License and all University policies, regulations, procedures, and guidelines stated (and incorporated into this License) in the CSUMB Standards for Student Conduct <https://csumb.edu/judicialaffairs>, SHRL Community Standards (“Community Standards”), <https://csumb.edu/housing/student-housing-residential-life-community-standards>, the Dining Services rules <https://csumb.edu/housing> and click on “Meal Plan Information” button, and all other University rules and regulations governing the conduct of students, as amended from time to time.
- c) Student Status. Licensee must be enrolled full time (12 units undergraduate /8 units graduate/6 units credential program) in pursuit of a degree at CSUMB to be eligible for occupancy under this License. The Licensee must qualify for housing eligibility and agrees to maintain their eligibility throughout the term of this License. Dropping below the course unit minimum is not considered a standard for cancellation and will not release the Licensee from paying any housing or dining related fees. Failure to maintain eligibility may result in the termination of this License.
- d) Dining Plan. Licensees may purchase one of the freshmen mandatory Dining Plans or one of the two smaller mandatory Dining Plans.
- e) Guests/Overnight Guests. The Guest and Overnight Guests policy outlines responsibilities and limitations and is described in the Community Standards, which is incorporated in this License. Approval of guest(s)/ or invitee(s) by University shall not waive any requirement of the License or convert the status of any guest or invitee into that of a Licensee.
- f) Use of Parking Area. Any parking spaces used by Licensee, or Licensee’s guest or invitees shall be used only for the parking of passenger automobiles or vehicles used for the 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 or common areas shall not be used for painting, maintenance, or repair of vehicles. Storage of personal belongings/items in the parking areas is prohibited and will be removed by ARC and University at the owner’s expense.
- g) 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. Licensee acknowledges that University and ARC has a key to their room and University or ARC may use the same for entry as provided for in this License. Lost keys, including temporary building access cards issued to the Licensee, must be reported within 24 hours of loss. Licensee shall be charged for the re-keying of the exterior locks on the Licensed Space if a key issued to Licensee is lost and/or upon failure by Licensee to return all management-issued keys at the expiration or termination of the Licensee Agreement. Licensee shall also be charged for failure to return any temporary building access cards issued to the student. Any Licensee who illegally possesses, uses, or duplicates a management key shall be subject to administrative action including termination of this License.
- h) ID Card. Licensee must present their student University ID card (“Otter Card” or “Otter ID”) or government issued picture identification when requested for use of the Dining Plan.

10) USE OF LICENSED SPACE

- a) Licensee agrees that the Licensed Space is licensed for residential use only. Licensee shall not use the space as a business address or conduct business activities in or around the Licensed Space. "Conducting business activities" means without limitation, using the living unit address as a mailing address for business-related activities and functions, and hosting websites. Licensee additionally agrees not to permit the Licensed Space to be used for illegal purpose or to engage in illegal acts in the Licensed Space, the adjacent common areas, or upon the grounds of the residential community. Use of laundry rooms and/or kitchens as living spaces is strictly prohibited, in accordance with the Uniform Building Code Sections 1202(b), 1204, 1205(c), 1210, 1212, and 1213.

11) INSURANCE.

- a) Licensee is hereby advised to obtain their own property insurance policy to cover any personal losses or those of any guest(s)/invitee(s). The Corporation and CSUMB do not assume liability for loss, or damage by fire or other casualty, or theft of personal property of Licensee. The Corporation and CSUMB shall not insure Licensee for any personal injury or property damage including, but not limited to, that caused by the act or omission of any other third party, or by any criminal act or activity, war, riot, insurrection, fire, flood, earthquake, act of God, or nature. Licensee shall obtain and pay for any other insurance coverage including liability insurance that Licensee may deem necessary to protect Licensee from any loss or expense that may be caused by persons or events.

12) ENHANCEMENT OF EDUCATIONAL EXPERIENCE.

- a) University shall maintain a professional staff to work with the students to develop a community environment to enhance students' educational experiences at CSUMB. The University shall provide opportunity for input by Licensee into the development of the community. The housing community shall be operated to enhance the social, educational and recreational opportunities available to Licensee. Licensee agrees to recognize the importance of maintaining the housing community as an environment that is conducive for fellow students to study, live, and sleep in the housing community. Licensee agrees not to disturb this environment and to follow the Community Standards.

13) FIRE PREVENTION AND COMPLIANCE.

- a) Licensee shall not possess any highly flammable materials, firearms, ammunition, 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. Licensee shall abide by the Community Standards and University policy respecting use of candles, incense, and open flames on campus.
- b) Licensee agrees to abide by all Fire Code regulations and maintain Licensed Space and surrounding areas in compliance with California State Fire Code. It is a criminal offense to disconnect or otherwise impair the function of any smoke detector device. These requirements include, but are not limited to:
 - i) Keeping all hallways and lobbies clear for use as evacuation pathways,
 - ii) Not hanging anything on or near fire sprinkler elements located on or near the ceiling, as this may cause them to be activated,
 - iii) Not locking bicycles to interior or exterior stair railings, and
 - iv) Not locking tampering with or disassembling smoke detectors.

14) USE, REPAIR AND MAINTENANCE OF PREMISES

- a) The University shall provide Licensee with a living unit and furnishings in the condition noted on the Room Condition Inventory, and this will be confirmed in writing by Licensee at or near the time of move-in by Licensee.
- b) The University agrees to provide gas, electricity, water, sewage, and refuse collection services, but is not responsible or liable for disruption of these services.
- c) Licensee accepts that capital improvements to the housing facility or adjacent campus buildings may cause noise, dust, and other inconveniences and may occur without notice.
- d) Licensee agrees to give reasonable care to their Licensed Space and its furnishings and to make payment for any damage or loss promptly upon request by University.
- e) If Licensee fails to maintain the Licensed Space in good order and repair, Licensee shall pay the University the reasonable costs incurred by University in returning the Licensed Space to a condition of good order and repair. Additional charges shall be assessed to Licensee for extraordinary cleaning or damages for the Licensed Space, common area, or any other damages resulting from Licensee or Licensee's guests or invitees.

- f) The Licensee has the responsibility to notify ARC or University of any issues regarding maintenance, repairs, bug infestation, health conditions, etc. Licensee acknowledges that the state-required information on Licensee's and University's responsibilities regarding these pests is included in the Community Standards, and Licensee agrees to carry out their responsibilities. University and ARC also agree to comply with the state standards for pest control and notice as required.
- g) Licensee agrees to be jointly responsible with the other Licensees for protection of common area space furnishings and equipment. Charges for the damages or loss of the common area and common area furnishings unless specifically assigned to individuals shall be equally divided among all members of the living group who have access to the common area. Licensee shall not permit the Licensed Space or common area to become unclean or disorderly. Charges for cleaning common areas shall be equally divided among all members of the living group having reasonable access to the common area, unless specifically assigned to individuals
- h) Licensee shall not permit any person, who is in or about the unit or housing facilities with Licensee's permission to deface, damage, or remove any part of the structure of unit or facilities, equipment, or appurtenances thereto, nor shall Licensee commit the same.
- i) Licensee shall vacate the Licensed Space in good order and repair, with normal and reasonable wear and tear excepted. When vacating the Licensed Space, it is Licensee's responsibility to clean a proportionate share of common areas included in the living unit. Licensee will follow proper check out procedures outlined in the Community Standards.

15) ALTERATIONS.

- a) Licensee shall not, without the University's prior written consent, make alterations, improvements, or additions in or about the Licensed Space or surrounding areas or on the grounds in or about the community. Any additions to or alterations of the Licensed Space shall at once belong to the University. Licensee shall not alter, add to, paint or wallpaper the Licensed Space or any portion thereof without the University's prior written consent. Licensee shall not receive any housing fee deduction or offset for said alterations, improvements or additions. The Licensee shall keep the Licensed Space free from any liens arising out of any work performed, material furnished, or obligations incurred by the Licensee.
- b) Use of laundry rooms and/or kitchens as living spaces is strictly prohibited, in accordance with the following sections of Uniform Building Code: 1202(b), 1204, 1205(c), 1210, 1212, and 1213.

16) ENTRY TO LICENSED SPACE BY UNIVERSITY.

- a) The University may enter, alone or with others including ARC, the Licensed Space in the following cases, including but not limited to:
 - i) in case of emergency,
 - ii) for scheduled maintenance,
 - iii) management of applicable rules and regulations,
 - iv) to conduct health and safety check,
 - v) pursuant to court order,
 - vi) after Licensee has abandoned the Licensed Space
 - vii) to address alleged violations of University and ARC rules, including but not limited to, the License, student conduct code or Student Housing & Residential Life (SHRL) Community Standards, or
 - viii) to exhibit the Licensed Space to prospective Licensees.
- b) Reasonable notice must be provided to the Licensee by the University or ARC to enter the Licensed Space except in the following circumstances:
 - i) in case of emergency,
 - ii) after Licensee has abandoned the Licensed Space, or
 - iii) upon consent of Licensee or other authorized Licensee.

17) GENERAL INFORMATION CANCELLATION OR TERMINATION OF THE LICENSE.

- a) The cancellation or termination request date will be considered the date the written cancellation request, with appropriate supporting documentation, is received by University.
- b) In the case of a Licensee who is less than 18 years of age, request for cancellation or termination of the License shall be accompanied by the written consent of a parent or legal guardian.
- c) Any cancellation or termination request for this License automatically includes consideration of both the housing and the Dining Plan, unless otherwise agreed by University.
- d) Roommate/community related issues or failure to receive a housing assignment electronically or by mail is not grounds for cancellation.
- e) Approved cancellation or termination of this License, removal of Licensee, or abandonment of the Licensed Space by Licensee shall not release Licensee from the obligation to pay any charges due and payable under this License including returned checks, damages, cleaning and late fees.
- f) The Reservation Deposit shall be deemed housing fees for the License period unless the University so elects otherwise and it shall constitute a measure of University's damages in the event of a cancellation or default by Licensee.
- g) University shall not be required to pay Licensee any interest on a Reservation Deposit.

18) CANCELLATION REQUESTS.

- a) Cancellation Request by Licensee for any reason, at least 30 days prior to the License Period.
 - i) The Licensee may request cancellation of a License for the living unit, including the Dining Plan, for any reason by giving written notice to University at least thirty (30) days prior to the beginning of the License Period, which would be on or before July 18, 2018, for fall semester and on or before December 19, 2018, for spring semester.
 - ii) If the University receives the cancellation request:
 - (1) Prior to or on May 31 for fall semester licenses, or prior to or on December 1 for spring semester licenses the Reservation Deposit will be returned; or
 - (2) Between June 1 and July 18 for fall semester licenses, or between December 2 and December 19 for spring semester licenses, then \$75 of the Reservation Deposit will be forfeited and \$25 will be refunded.
- b) Cancellation Request by Licensee for Denied Admission prior to Licensing Period and/or prior to occupancy.
 - i) The Licensee may request cancellation of a License due to denied admission for the living unit, including the Dining Plan, by giving written notice prior to occupancy through August 16, 2018, for fall semester and through January 18, 2019, for spring semester. The Reservation Deposit will be returned.
- c) Cancellation Request by Licensee within 30 days of License Period and prior to occupancy
 - i) Licensee may request cancellation of the License by submitting a written request to University. University will review and may approve the cancellation request based on the following standards:
 - (1) Withdrawal from University/End of student status.
 - (2) Marriage or Domestic Partnerships (according to California State family code 297).
 - (a) Domestic partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring.
 - (b) A domestic partnership shall be established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State pursuant to this division, and, at the time of filing, all of the following requirements are met:
 - (i) Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
 - (ii) The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
 - (iii) Both persons are at least 18 years of age, except as provided in Section 297.1.
 - (iv) Either of the following:
 - 1. Both persons are members of the same sex, OR
 - 2. One or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in Section 402(a) of Title 42 of the United States Code for old-age insurance benefits or Title XVI of the Social Security Act as defined in Section 1381 of Title 42 of the United States Code for aged individuals. Notwithstanding any other provision of this section,

persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over 62 years of age.

- (v) Both persons are capable of consenting to the domestic partnership.
- (3) Extreme Hardship or Medical. Reasons beyond the control of the Licensee as determined by University. Hardship that the Licensee was aware of prior to agreeing to the License is not grounds for cancellation.
- (4) University academic program requirements. This includes International Study programs, Co-op, or Internships.
- ii) If the request is received, between July 19, 2018, through August 16, 2018, for fall semester and between December 20, 2018, through January 18, 2019, for spring semester (less than thirty (30) days prior to the beginning of the License Period) and University approves the request and then the \$100 Reservation Deposit is forfeited to University.
- iii) If the request is received after the August, 17, 2018, move in date of the fall semester and the January 19, 2019, move in date of the spring semester (the move-in date of each semester) but prior to occupancy, and the University approves the request and then the \$100 Reservation Deposit is forfeited to University and Licensee is subject to a \$250 cancellation fee.

19) TERMINATION REQUEST BY LICENSEE.

a) Termination Requests by Licensee after occupancy.

- i) Licensee may request termination of the License by submitting a written request with appropriate documentation to University at least fourteen (14) days in advance of desired effective date. University will review and may approve the termination request based on the following standards:
 - (1) Campus rule or requirement prevents Licensee from continuing studies at CSUMB,
 - (2) Compulsory military service.
 - (3) Physical disability of a student.
 - (4) Death of a student.

If the University approves the request then the Licensee is responsible for the Housing per day charge and the Dining Plan per day charge including flex dollars through the last day of occupancy, the last day of Dining Plan usage, the official withdrawal rate or termination effective date, whichever is later, and University may charge for the number of days the notice period is less than 14 days.

- ii) Licensee may also request termination of the License by submitting a written request with appropriate documentation to University at least fourteen (14) days in advance of desired effective date. University will review and may approve the termination request based on the following standards:
 - (1) End of student status
 - (2) Marriage/Domestic Partnership (according to California State family code 297 as defined in Section 18(c)(i)(2) above; or
 - (3) Extreme hardship.

If the University approves the request then the Licensee is responsible for the Housing per day charge and the Dining Plan per day charge including flex dollars through the last day of occupancy, the last day of Dining Plan usage, the official withdrawal rate or termination effective date, whichever is later, and University may charge for the number of days the notice period is less than 14 days. For Licensees who remain enrolled at the University the Licensee may be charged for the full semester's Housing and Dining Plan fees for that semester.

20) EARLY MOVE-OUT BY LICENSEE.

- a) If Licensee removes their belongings and no longer resides in the Licensed Space or vacates before the last day of the License Period because the University denied Licensee's request to cancel or terminate this License, or any reason by Licensee, the Licensee will be charged for all Housing and Dining Plan fees for the full License Period plus any related fees.

21) TERMINATION BY UNIVERSITY.

a) Licensee Abandonment.

- i) This License shall terminate and the Licensed Space deemed conclusively abandoned:
 - (1) if Licensee is in default of the housing fees for at least fourteen (14) days and whereabouts of Licensee is either
 - (a) unknown to the University, or
 - (b) Licensee is believed to have left the area; and,
 - (2) following notice by the University of its belief of abandonment, Licensee does not provide to the University prior to the expiration of the notice period any written notice of Licensee's intent not to abandon the Licensed Space and an address at which Licensee may be served by certified mail with a complaint for unlawful detainer.
- ii) Upon Licensee's abandonment of the Licensed Space, the University may enter the Licensed Space to remove Licensee's personal property. If the University's right of reentry is exercised following abandonment of the Licensed Space, or if the term of this License has expired or otherwise been terminated and property is found in the Licensed Space left by the Licensee or by any other third person, the University shall dispose of such property in accordance with California Civil Code Section 2080.8. Licensee shall 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.
- iii) The Licensee may be charged for all housing and Dining Plan fees for the full License Period plus related fees.

- b) Licensee failing to timely take possession. Licensee must check-in with University or ARC during designated move-in times. . Failure of Licensee to take possession and move in three (3) business days after scheduled check in may result in termination of this License. Licensee will forfeit the \$100 Reservation Deposit to University and any other previous payments, and will be subject to a \$400 termination fee.

c) Conduct, non-student status, or administrative necessity.

- i) The University may terminate this License upon the occurrence of the following:
 - (1) In the event of disciplinary action taken against Licensee pursuant to Title 5, California Code of Regulations, Sections 41301-41304.
 - (2) Failure of Licensee to maintain status as a student at CSUMB.
 - (3) Licensee's breach of any term or condition of the Licensee Agreement or the Housing Regulations for Student Conduct/Community Standards, including failure to pay required fees.
 - (4) Administrative necessity of the Corporation or University.
- ii) The University shall provide Licensee not less than three (3) days' notice in the event of an occurrence described in subsections (i), (ii), (iii) and not less than fourteen (14) days' written notice in the event of an occurrence described in subsection (iv), except in cases of emergency. Note Title V Administrative Code, Section 42019.
- iii) Residents not in compliance with University and Title 5 regulations may be subject to University disciplinary action and/or removal from their Licensed Space.
- iv) Upon termination of the license by University for reasons other than administrative necessity, Licensee may be subject to the full amount of housing and Dining Plan fees until the end of that semester, and, if Licensee is still enrolled, the Licensee may be charged for housing and Dining Plan fees for the remainder of the academic year.

22) VACATING THE FACILITY.

- a) Licensee shall vacate the housing facility on the expiration of the License Period or upon termination or cancellation of this License, whichever occurs first. The Licensed Space shall be considered vacated after all areas, including parking and storage areas, are clear of all Licensee's belongings, and keys and other property for the Licensee's use are returned to the University.

23) OCCUPATION AFTER END OF LICENSE PERIOD OR LICENSE.

- a) If Licensee continues to occupy the Licensed Space without prior written consent of the University after the expiration of the License Period, or the revocation, termination or cancellation of this License then Licensee shall

be deemed a trespasser, and may be removed without service of a notice to quit, and shall be subject to imposition of damages, in addition to other damages available under this License. Licensee will be liable for additional fees and damages that may include per day Dining Plan fees, a per day cost for Housing, and University's cost for loss of a prospective Licensee for that Licensed Space.

24) DESTRUCTION OR UNAVAILABILITY.

- a) In the event that a Licensed Space is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this License is made, Licensee only shall be entitled to a pro rata refund of any fees already paid applicable to periods after Licensee was required to vacate. Such conditions include but are not limited to damage caused by floods, slides, fire, earthquake or other natural disasters and vandalism; civil disorder; compliance with state or federal law; unanticipated interruption of basic services; and a drop in the rate of cancellations not reasonably foreseen by University, if such a drop results in an overbooking of available housing facilities. Such conditions do not include damage caused by the Licensee. Licensor shall have no liability to Licensee if the Licensed Space is unavailable for any reason except to promptly refund the pro-rata share of any license payments paid.

25) OTHER FEES.

- a) Late Fees. Licensees who are late in payment of any fees may be assessed a late fee of \$20 and will receive notice to rectify their account balance or vacate their Licensed Space. Licensees with past due balances will no longer be eligible to remain in on-campus student housing.
- b) Returned Checks.
 - i) Checks (paper and electronic) returned to ARC or University by the bank upon which they were drawn will be subject to a twenty-five dollar (\$25) returned check fee the first time and a thirty-five dollar (\$35) returned check fee the second or any subsequent time. ARC and University shall employ those measures available to it under law to prosecute for the issuance of "non-sufficient funds".
 - ii) If Licensee gives ARC or the University two 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.
- c) Liquidated Damages. It is understood and agreed that it would be impractical and extremely difficult to ascertain the amount of actual damages the University might sustain by reason of late payment, returned check, or early cancellation in breach of this License; therefore, wherever this License refers to late fees or returned check fees or retention of Reservation Deposit or a cancellation fee, the sum stated is expressly agreed upon as a liquidated damage provision and is not intended by the parties to be a penalty.

26) REFUNDS

- a) University. The University shall authorize refunds only as provided for in Title 5, California Code of Regulations, this License, and campus policy. The University shall refund all money collected in excess of Licensee's obligations as soon as reasonably possible.
- b) Fees not refunded. Damage and cleaning fees and Returned Check and Late fees will not be refunded.
- c) Refunds and Changes in Fees processed by University Student Accounts Office.
 - i) Notice of any refunds or change in the fees to a Licensee will be sent to the University Student Accounts Office for processing through the Licensee's student account.
 - ii) Any refunds or fee changes submitted to the Licensee's student account will be subject to University refund, disbursement, and business hold policies, as authorized per §41802 and Title 5 of the California Code of Regulations and other applicable law. Refunds deposited to a Licensee's student account will first be applied to repay any funds due to federal, state, institutional or external sources that were conditioned on the Licensee's enrollment. 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. Credits held in a Licensee's student account will be applied to any outstanding charges for University services on the Licensee's student account, with application to the oldest charges first, then to more recent charges. The Licensee may submit a disbursement request to the Student Accounts Office per its policies. This Refund process also applies to a Licensee who is no longer registered as a student at University.

- d) No Interest. No interest or other earnings will be credited to the Licensee's student account.
- e) Refund deadline. No Refund under this License shall be made for any reason for the last 2 weeks of fall semester or for the last 2 weeks of spring semester.

27) DINING PLANS.

- a) Dining Plans. . All students living on campus have the option of choosing one of the five (5) mandatory Dining Plan offerings, mandatory meaning that certain living units and freshmen are required to have one of the five (5) plans. A Dining Plan is optional for East Campus licensees.
- b) Dining Plan Schedule. Flex Dollars (declining balance funds) and Meal Blocks for the Dining Commons will be available for use at various dining venues beginning brunch, Friday, August 24, 2018, and ending after brunch, Saturday, May 18, 2019. During the academic year, dining venue schedules generally coincide with the housing occupancy dates outlined herein. Dining venue hours will vary throughout the year based on academic schedules and other factors, and dining venues may have limited offerings and limited hours during holiday breaks such as Thanksgiving, Winter Break and spring break. All dining venues may be closed when the campus is officially closed.
- c) Dining Plans. A Dining Plan is required of Licensee based on the Licensee being assigned to certain living units. The Dining Plan includes access to the All-You-Care-To-Eat facility (Dining Commons) through Meal Blocks, and each plan includes some flex dollars, a dollar for dollar declining balance account, used for retail food purchases at other dining locations. Meal Blocks and flex dollars for a semester are allocated at the beginning of that semester. Unused Meal Blocks and Flex Dollars at the end of the fall semester roll over to the spring semester for use. Unspent Meal Blocks and flex Dollars remaining at the end of the spring semester are forfeited. For the two (2) freshmen plans that have "unlimited" Dining Commons access for either Monday through Friday, or for the whole week, no Meal Blocks roll over. Each of the five (5) mandatory Dining Plans includes five (5) guest meal passes per semester to the Dining Commons for friends or family.
- d) All-You-Care-To-Eat facility. The Dining Commons is an "All-You-Care-To-Eat" program. If the Dining Plan has Meal Blocks and flex dollars, one (1) Dining Plan block allows for the Licensee to enter for a meal at any time that the venue is open. Food is not allowed out of the Dining Commons unless designated as "To Go" items. Dining Plan Meal Blocks may be available for spending at the other campus retail dining facilities according to the rules of the selected mandatory Dining Plan. No food, dishes, or utensils may be taken from or brought into the building without permission of a Dining Commons staff member.
- e) Wheelchair Accessibility. The Dining Commons has motorized access doors at each entry into the building and a motorized wheelchair lift. It also has motorized push paddle doors to ease exiting the building. Guest restrooms are also accessible.
- f) OtterCard Access.
 - i) Dining Plans are accessed through the magnetic strip on the back of the OtterCard. Students must present the OtterCard at the cash registers to purchase goods with the Dining Plan and on demand if requested by a member of the University or Dining Services staff.
 - ii) Residents are required to carry and provide appropriate CSUMB photo identification upon request by a University staff member performing their duty. Presenting fabricated, falsified, or misrepresentative ID; permitting others to use any Licensee's Otter ID for the purpose of improperly gaining access to student housing or Dining Housing facilities, use of equipment, or any other University service or facility is prohibited.
 - iii) It is the student's responsibility to acquire or replace the OtterCard at Otter Card Services before using the Dining Plan. The Otter Card Services office is located in Student Services Building (Building 47), at the Campus Services Center, 8 am to 5 pm, Monday through Friday, on the CSUMB campus <https://csumb.edu/csc/ottercard>. The University will assess a card replacement fee.

- g) Not Transferable. Licensee's Dining Plan is not transferable. Assisting unauthorized persons to enter the Dining Commons or to use your CSUMB ID card 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.
- h) 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 food service venues is disruptive or in violation of law or University regulations may be subject to University disciplinary action. Unacceptable behavior including food fights and trashing tables, or failure to adhere to policies may result in permanent removal of a resident from the Dining Commons. Licensees must comply with reasonable requests of Dining Services and University staff while in any Dining Services facility.
- i) One Dining Plan. A Licensee may only have one Dining Plan - a mandatory Dining Plan or a voluntary/commuter Dining Plan. If a Licensee has a voluntary dining plan of Meal Blocks or flex dollars and is assigned to a living space that requires a mandatory Dining Plan then the voluntary Meal Blocks and/or flex dollars will be combined into the mandatory Dining Plan.
- j) Dietary Concerns. Note that a Dining Plan is mandatory for all freshmen living on campus and for any student living in certain housing units. If Licensee has any dietary restrictions due to food allergies, food intolerances, and/or other dietary concerns, please notify the SHRL office as soon as possible. A request for release or modification of the Dining Plan, along with support from medical professionals, Student Disability Recourses, and consultation with Dining Services will be reviewed and a the final decision will be from SHRL. Dining Services cannot accommodate special diets unless notified by the Licensee. Cancellation of the Dining Plan will be permitted only under the most adverse circumstances that renders it unreasonable for Dining Services to continue for the duration of the License.
- k) Sick Pass Meals. A sick pass is afforded to Licensees who have communicated their illness/request to a housing Resident Assistant ("RA") for approval. With the RA's approval, Licensee can send a friend or roommate with Licensee's meal card for a take-out meal. This meal consists of: any of the available hot entree options being offered at the serving lines; any salad variation from a self-serve salad bar; any of the dessert options served at that meal; a take-out cup of soup (or cups of soups if that is the only meal they consume); and a take-out cup of any beverage option offered.
- l) Dining Plan Changes.
- i) Refunds and Plan Conversions. Conversion of Dining Plans and refunds will be calculated based on a per day charge for meals and flex dollars for dining services prior to the change, cancellation or termination date. Licensee will be obligated to pay any additional costs related to any changes in the Licensee's Dining Plan.
- ii) Effective Date of an Approved Change. Upon approval by SHRL of a written request, changes will be effective within 7 days of notice from University to the dining services office. Changes will generally be made effective on a Saturday.
- iii) Changes during the first 2 weeks of class. Each semester, during the first two weeks of class, Licensee may request to change their Dining Plans, ending on the last add/drop date of that semester. The plan can be changed once during this period.
- iv) If Licensed Space is changed after the first 2 weeks of class, Licensee may decrease or cancel a Dining Plan. If Licensee moves to a Licensed Space where a Dining Plan is not required and the Licensee is not a freshman, then the Licensee may submit a written request to SHRL for a decrease in the Dining Plan or a cancellation of the Dining Plan once during the semester.
- (1) Adding or Increasing a Dining Plan at any time. The Licensee may add a Dining Plan or increase the Dining Plan level at any time during the semester with a written request to SHRL.

- (2) Cancelling an optional Dining Plan after the first 2 weeks of class. After the first 2 weeks of class, if Licensee is not required to have a Dining Plan and opted to purchase a Dining Plan, the Licensee may request in writing that the plan be cancelled, which will be effective at the end of that semester. No refund will be provided.
- (3) Additional change requests. Any subsequent change other than to add or increase the Dining Plan may only be performed once per semester after the initial two weeks and any subsequent request would be effective at the beginning of the next semester.
- m) Dining Plan charges and billing. Licensee is required to pay for the Dining Plan for which Licensee is billed within the specified time, even if Licensee later changes the Dining Plan. Separate charges or credits resulting from such changes will appear on Licensee's account after each change. Licensee is obligated to pay any additional costs related to any changes in the Licensee's Dining Plan; these changes will be applied to the Licensee's University student account balance.
- n) Additional Dining Plan Information. Additional information and provisions are available at <https://csumb.edu/housing> under the "Meal Plan Information" button.

28) GENERAL TERMS.

- a) Treatment of Indebtedness. Failure of Licensee to satisfy the financial obligations of this License may result in any one or a combination of the following:
 - i) Revocation or termination of the License
 - ii) Removal from the Licensed Space
 - iii) Legal action to collect unpaid obligations.
 - iv) California Income Tax Off-set
 - v) Legal action to enforce Licensee's financial obligations
- b) Default. If Licensee fails to timely pay Housing or Dining Plan Fees or other charges due hereunder, or otherwise defaults with respect to any provision of the License, the Corporation may proceed with collection of the deficiency from Licensee. The University may recover all fees and any other damages and pursue any other rights and remedies that the University may have against the Licensee by reason of such default. If legal action is commenced by the University for removal of the Licensee, to recover any sums due under this License, or for the breach by Licensee of any covenant or condition of this License, then Licensee agrees to pay court costs and Corporation and CSUMB's attorney's fees incurred in such action.
- c) Indemnification. Licensee shall indemnify, defend, and hold harmless the State of California, Trustees of California State University, California State University, University Corporation at Monterey Bay, California State University Monterey Bay,, and their officers, agents, affiliates, auxiliaries, and employees ("Indemnified Parties") from any and all claims, personal injuries or property damages or damages (including attorneys' fees and costs) arising from Licensee's use or occupancy (or Licensee's guests' or invitees' use or occupancy), including acts that are improper, illegal, or violate this License, that may be suffered or incurred as a result of the activities or omissions of Licensee (or Licensee's guests/invitees), provided, however, that any such loss, damage or liability did not arise from the gross negligent conduct or intentional wrongful conduct of the Indemnified Parties.
- d) Non-Waiver. The waiver of any breach of a term or condition of this License shall not constitute a waiver of any subsequent breach.
- e) No Transfer. This License shall not be transferred, assigned, or subleased.
- f) Taxable Possessory Interest. It is the position of the University that this License does not create a taxable possessory interest in real property. However, pursuant to Revenue and Taxation Code §107.6, the Licensee is hereby notified that a taxing authority may take a contrary view and may assess the Licensee property taxes based on Licensee's interest in this License.

- g) Right to change. Corporation reserves the right to change the terms of this License by notifying Licensee in writing at least 10 days prior to the institution of said changes. Notification to Licensee may be satisfied by posting the change in central areas of the housing units sent to Licensee's CSUMB email or delivery to the Licensee at the Licensed Space. Any University rule concerning personal safety, the safety of others, or the use of recreational facilities shall be effective immediately without notice
- h) No Oral Agreements or Modifications. No modification of this License shall be effective unless given in writing by an authorized representative of University with thirty (30) days' written notice. To avoid any misunderstanding concerning the License, the Licensee is advised that CSUMB and Corporation staff do not enter into any oral agreements, nor make or rely on any oral representation concerning the License. The entire License is expressed in writing and the License supersedes any understanding by the Licensee that may have been communicated verbally or by writing outside the License. Neither the Licensee nor University may rely on any oral agreement or representation or any understanding of fact or law that is not expressed in writing.
- i) Entire Agreement. This License, and the Room Condition Inventory that the Licensee will execute upon move-in, the Community Standards, and all rate schedules and web pages and/or documents referenced herein, constitute the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties.
- j) Unenforceable Provisions. If any provision of this License shall be held by a court of competent jurisdiction to be void or unenforceable, the balance hereof shall nevertheless remain in effect.
- k) Governing law and venue. 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 is any action respecting this Agreement or to enforce it shall be in Monterey County, California.
- l) Clery Disclosure. 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://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.
- m) Megan's Law Disclosure. Pursuant to Section 290.46 of the Penal Code, information about specific registered sex offenders is made available to public via Internet Website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on the offender's criminal history, this information will include either the address at which the offender resides or the community of residences and zip code in which he or she resides.
- n) 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 will have a hold placed on student records preventing Licensee from accessing campus services including registration and transcripts.
- o) Missing Persons. The University Police will be notified immediately in the event a student is reported missing. If the student is less than 18 years of age a parent or guardian must be notified. Official missing person reports are required to be referred immediately to University Police.
- p) 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.
- q) Financial Aid permission. Signing by electronic or written means of this License by the Licensee gives the University permission to contact the CSUMB Financial Aid Office to determine financial aid status of student.
- r) Conviction of Crime. The University reserves the right to reject any student who has been convicted of a felony crime or who has pled guilty or "no contest" to a felony crime which took place on University property, or

involving any member of the University community (e.g. students, staff, or faculty) whether on or off University property or that is otherwise University related or who otherwise may pose a potential danger to University facilities or students. Licensees are under a continuing duty to report convictions of a felony crime, even if adjudication or sentence has been withheld. The University further reserves the right to revoke any application either before or after the application has been accepted.

- s) Records. Licensee should print and maintain a copy of this 2018-2019 East Campus Housing and Dining License for their personal records.
- t) Electronic Communications. By agreeing to this License, the Licensee consents to receive communications relating to housing and housing programs, and the Dining Plan and campus food services. The Licensee may unsubscribe from receiving electronic communications from housing or dining by emailing SHRL at studenthousing@csumb.edu, with the words “unsubscribe dining” or “unsubscribe housing” in the subject line.
- u) Electronic Signatures. Licensee and University agree that this License will be considered signed by an original signature when the signature of a party is delivered electronically. By electronically signing this Agreement Licensee acknowledges that they have read and understand the 2018-2019 East Campus Housing and Dining License and agrees to the License and that this License financially and legally obligates Licensee to pay for a living space in a University housing facility and for a Dining Plan for the entire 2018-19 Academic Year.