



California State University  
**MONTEREY BAY**  
Student Housing & Residential Life

**2021 - 2022**

HOUSING & DINING PLAN  
LICENSE AGREEMENT

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

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This License Agreement ("License" or "Agreement") is entered into by the person executing this License Agreement ("Licensee") and the Trustees of the California State University (on behalf of California State University Monterey Bay ("CSUMB"), and the University Corporation at Monterey Bay ("Corporation") (together referred to as "University" or "Licensor"). The CSUMB Student Housing and Residential Life ("SHRL") office administers this License on behalf of the University unless otherwise noted. Greystar Real Estate Partners, LLC (Greystar) is Corporation's agent as property manager of the Frederick Park student housing area in CSUMB's East Campus. This License for housing and dining plan is for the 2021-2022 academic year. This Agreement is considered accepted by the University and Licensee on the date which the Licensee provides a digital signature for the License.

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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), University policies, 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>
- Dining Services Dining Plan rules: <http://www.campus-dining.com/csumb/>
- [Title 5](#), California Code of Regulations governing California State University
- (<http://www.calstate.edu/Title5/>), and all other University and SHRL 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 participate in a dining plan and use the housing facilities during the "Fee Period" (as described in *Section 2. Fee Period; Occupancy*) in exchange for Licensee's timely payment of the applicable housing and dining plan fees, and Licensee's compliance with all provisions of this License. This License is for a limited time for the use of a bed space within a living unit assigned to the Licensee and to any residential dining plan. Submission and acceptance of an application does not guarantee space in student housing or a specific housing living unit. Licensee agrees to make payments to the University or its designee as set forth in the payment schedule and fees referenced in this License for any required or optional dining plan selected by Licensee and assigned living unit. This License is not intended to create any interest in real property, taxable, possessory, or otherwise.

Any reference to roommate(s) or shared space is applicable to Licensees eligible for an Individual License, not a Family License.

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

Licensee may reserve a bed space for the entire academic year or for the spring semester only. Licensee will retain access to Licensee's assigned space throughout the Fee Period as further specified below.

**2a. Academic Year Fall 2021 - Spring 2022 Fee Period:** Licensee is permitted to occupy a bed space within the housing facilities and to participate in a dining plan for the Fee Period, which begins Friday, 9 am, August 20, 2021, and runs through 12 pm, Sunday, May 22, 2022, or no later than 24 hours after the Licensee's last spring final examination (whichever occurs first in time). The Fee Period for licensees residing on campus for Fall 2021 only and who are not assigned to live on campus in Spring 2022, due to an approved License cancellation (see Section 12), ends at 12 pm on December 18, 2021.

**2b. Spring Semester 2022 Fee Period:** The Fee Period for new Spring 2022 licenses begins Friday, 9 am, January 21, 2022, and runs through 12 pm, Sunday, May 22, 2022, or no later than 24 hours after the Licensee's last spring final examination (whichever occurs first in time).

**2c. Summer 2022 Fee Period:** For Licensees who want to stay in housing and attend summer classes in Summer 2022 the Licensee will need to timely complete a separate application during Spring 2022 and be approved for summer housing.

**2d.** Licensee will retain access to Licensee's assigned space throughout the Fee Period, including all holidays as well as Winter and Spring Breaks at no additional cost (as applicable depending on the Fee Period). Note that many customary services will be limited or not available during these breaks, including dining, front desk, and mail services.

**2d1.** Licensee is encouraged to take their valuable items with them during the Winter Break.

**2d2.** Winter Break access requires Licensee to register no later than December 1, 2021. To stay during Winter Break Licensees may not have any balance due for fall semester housing and Dining Plan and must be accepted for the Spring Semester Fee Period.

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

**3. ELIGIBILITY.** Licensee must be enrolled full time (12 units undergraduate / 8 units graduate and post-baccalaureate / 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 at all times and agrees to maintain eligibility throughout the term of this License. Dropping below the course unit minimum may result in termination of this License by the Licensee, but will not release the Licensee from the obligation to pay any housing or dining related fees due. Failure to maintain eligibility may result in the revocation of this License. Eligibility for occupancy also includes satisfactory payment history with the University or Greystar.

**3a.** For an Individual License in the East Campus housing area, the Licensee must also meet one (1) of the following requirements:

**3a1.** Be 21 years of age or older and be a full-time student at CSUMB as defined herein;  
or,

**3a2.** Have completed a minimum of 90 units by August 1, 2021.

**3b.** A Licensee eligible for a Family License in the East Campus housing area is permitted to occupy all the bed spaces within one living unit in Frederick Park and to voluntarily participate in a dining plan for the Fee Period. A Licensee qualifies for a Family License by meeting the following requirements:

**3b1.** Licensee must be 18 years of age or older and be a full-time student at CSUMB as defined

herein; and,

**3b2.** 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.

**4. REQUIRED RESIDENCY ON CAMPUS. For this Fee Period, the live-on requirement is waived.**

Normally, all CSUMB freshmen and sophomores are required to live in housing on campus unless an exception applies. All first-time freshmen and residents in any residence hall or in suites (Pinnacles and Vineyard) must purchase a dining plan. Housing exemption requests must be submitted in writing to SHRL for approval prior to the stated deadline or, if accepted to CSUMB after that deadline, within 10 calendar days of payment of an enrollment deposit. See <https://csumb.edu/housing/csumb-live-requirement> for more information. See Section 21 related to dining plans.

**5. ENHANCEMENT OF EDUCATIONAL EXPERIENCE.** The University shall maintain 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/student housing building and grounds as an environment conducive for fellow Licensees to study, live, and sleep in the student housing facilities. While in this community, Licensee agrees not to disturb this environment.

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

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

**6a1.** To apply for on-campus housing, housing applicants must be admitted to the University. All new and returning students, including all financial aid recipients, must pay a \$200 Reservation Fee, comprising a \$50 nonrefundable application fee and a \$150 License Prepayment. These payments, the online housing application, and an electronically signed License must be submitted in full before the housing application is accepted by the University. These payments may not be deferred for financial aid payment. This application is considered accepted by the University and Licensee on the date which the Licensee provides a digital signature for the License. Applications will not be processed without these payments and failure to remit correct payment could result in delayed processing of or loss of Licensee's option for certain housing space. Prior to acceptance of the application, Licensee's past balances must be paid in full for any housing and dining plan fees from previous fee periods.

**6a2.** For Main Campus licensees, the \$150 License Prepayment will be applied to Licensee's fall charges (or spring charges, if a new spring Licensee).

**6a3.** For East Campus licensees, the \$150 License Prepayment will be applied to Licensee's fall charges (or spring charges if a new spring Licensee), but may take up to 90 days to be applied to rent in RentCafe.

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

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

space and applicable dining plan.

**6b2.** Undergraduate Licensees who apply for and move into student housing during their first year at CSUMB, participate in the annual housing selection process (commonly referred to as Reservation Days) for the appropriate License Fee Period, 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/ratelock>. Failure to timely apply, as defined by SHRL, could also result in loss of Rate Lock pricing for this and future Fee Periods. Dining plan fees are not included in the Rate Lock pricing and dining plan will be provided at the current year pricing.

**6b3.** Housing and dining plan fees will vary depending on which housing facility and living unit or bed space Licensee is assigned and, as applicable, which dining plan is selected by Licensee.

## **7. PAYMENTS.**

License may not be issued a housing room key or may be restricted building or room access until after tuition, student fees, housing and dining plan fees have been timely paid to University for the semester. For tuition only, payment of CSUMB student fees and the initial installment of a tuition payment on a CSUMB-approved Tuition Installment Payment Plan (IPP) will satisfy the payment of tuition for move-in purposes. See <https://www.csumb.edu/cost/installment-payment-plan> regarding terms and conditions for a tuition IPP. Housing License Fees may be paid according to the following Payments Schedule and methods and financial aid may apply per conditions outlined below:

### **7a. Schedule.**

**7a1.** Licensee's annual License Fees are required and due according to the following Payments Schedule unless paid in full in advance of the Fee Period. Due dates are firm, even those that fall on weekends or holidays as payments may be made online, 24 hours per day:

- a. Main Campus Payment Schedule:** Three (3) equal installments of total cost of Licensee's housing and dining plan each semester, for a total of six (6) payments per academic year. All payments must be received and posted to Licensee's account on or before published Payments Schedule due dates and in advance of services being provided. Postmarked dates are not considered the paid dates.
- b. East Campus Payment Schedule:** Five (5) monthly installments each semester, for a total of ten (10) payments per academic year. 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, with the first payment due prior to receiving keys for the housing space. Postmark dates are not considered the paid dates. All housing payments will be paid to and collected by Greystar through Rentcafe and in person, unless Licensee is otherwise notified. Dining payments, if applicable, are made in Licensee's student account.

**7a2.** Late fees will be assessed on all late or insufficient payments and recurring monthly on overdue balances.

**7a3.** Licensee agrees to review account balance information regularly through their student account and make a payment on or before the published Payment Schedule due dates.

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

**7b1.** The Reservation Fee, consisting of the application fee and the License Prepayment, are due upon application for this License. These payments may not be deferred for financial aid payment.

**7b2.** If any financial aid/scholarship is awarded to the Licensee and there are funds remaining after tuition and fees are paid, these funds are applied toward other University debts on the Licensee's account including dining plan and housing related fees.

- a. Main Campus:** Agreement to this License authorizes and directs the University to deduct payments from Licensee's financial aid monies and assign such payments directly to University for any debt obligation of Licensee arising out of this License and shown in Licensee's student account. Licensee shall receive any remaining balance after all outstanding University fees, including housing and dining plan fees, have been paid. Payments made by or on behalf of Licensee will be applied in this order to University-held debts on Licensee's student account, to tuition and student fees, then dining plan fees, then housing fees. If a financial aid/scholarship award does not fully satisfy License Fee balances due, the Licensee is required to make payments according to the Payments Schedule until their account balance is paid in full.
- b. East Campus:** For East Campus housing, financial aid payments made by or on behalf of Licensee will be applied to tuition, student fees, and dining plan, and other fees. University will not make License Fee payments to Greystar for East Campus housing on behalf of the Licensee and will only apply funds to outstanding balances in the Licensee's student account.

**7b3. Deferment:** Licensee will qualify for a deferment of their first installment payments if they will receive enough federal, state, or other financial aid such that after tuition fees and other University debts are paid, there are remaining funds to cover the first or more installments.

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

**7b4.** A payment deferment will not decrease the amount owed for housing and dining plan fees.

**7b5.** Licensee is responsible for paying the License Fees that are not covered by financial aid according to the Payment Schedule.

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

**7c1.** Licensee agrees to make timely payment of all fees and charges due. Individual bills are not sent to Licensee by mail, email, or other means for any payments due, including the Payments Schedule dates for the full balance due or payments.

**7c2.** Payments shall be made in US dollars only.

**7c3.** Main Campus housing and all dining plan payments may be made:

- a.** At the Campus Service Center located at the Student Services Building, Building 47, first floor;
- b.** Online using a credit card or electronic check at Online Payments via Licensee's CSUMB Dashboard within the OASIS Self Service/Student Center Online. There is a 2.75% nonrefundable convenience fee for credit card payments. Online payments received after 5 pm may be recorded the following business day;
- c.** By mailing a check or money order. Only checks for funds drawn from a US bank are accepted. Mailed payments are recorded as paid when received by the University. University is not responsible for payments that are lost, late, misdirected, mutilated

or delayed. Note that the campus is closed for business between December 24, 2021 and January 1, 2022 and no mail will be checked by the Campus Service Center. Make the check payable to "CSUMB" and include your full name and Student ID number on the check. (Do NOT mail cash payments as it will not be accepted.) Mail check payment to: Campus Service Center, California State University Monterey Bay, 100 Campus Center, Seaside, CA 93955; or,

- d. For international Licensees, students may utilize Flywire. See <http://www.csumb.flywire.com>.

**7c4.** East Campus housing payments can be made in person to the Greystar office on East Campus, online to Greystar at <http://rentcafe.com>, or as otherwise notified to Licensee.

## **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; or
- 8b6.** Occupancy management needs.

**8c.** Licensee will be allowed one (1) change of assignment at Licensee's request during the Fee Period and as approved at the discretion of the University. This transfer will be subject to a \$50 Housing Transfer fee and any cleaning and damages fees, if applicable, and any changes in housing fees will be assessed or credited on a prorated basis. Approval for requests for any change in assignment will be at the discretion of the University. No transfers of Licensees to other bed spaces, rooms or living units will be allowed during the first three (3) weeks or the last six (6) weeks of each semester except in extenuating circumstances.

**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 damage 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.** 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.

**8g.** 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 damage 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.

**8h.** For a Licensee eligible for an Individual License, or if there is an increased need for housing space on campus it may be necessary to modify the design of the living units to maximize bed spaces. An Individual Licensee may also be offered the opportunity to occupy a living unit at a different rate, including buying out another bed space within a room or living unit.

**8i.** 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.

**8j.** 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 and Greystar 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.

**8k.** 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.

**8l.** 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.

**8m.** 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 uploading additional documentation to the Licensee's housing application. 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 Greystar.

**8m1.** "Other family member occupants" is limited to a spouse, domestic partner, or dependent under the age of 18.

**8m2.** Family unit occupancy limit is 5 residents per 2 bedroom unit.

## **9. LICENSEE REQUIREMENTS.**

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

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

**9a2.** Not make alterations in the housing facilities without express consent from SHRL (or Greystar for East Campus licensees);

**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 SHRL through SHRL-designated processes (or Greystar for East Campus Licensee) of needs for maintenance, repairs, bug infestation, health conditions; however, Licensee 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 notice by SHRL or Greystar;

**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 SHRL’s and Greystar’s checkout procedures are completed including, but not limited to, turning in keys to bed space, room or living unit and mailbox key, if applicable;

**9a9.** Make appropriate arrangements with University 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; and,

**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, garages, 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 immunizations and screenings.** Per the California State University Executive Order 803, all students licensed to live on-campus, including East Campus, are required to have completed the following immunizations and screenings:

**9b1.** Measles, Mumps and Rubella (MMR)

**9b2.** Hepatitis B (Hep B)

**9b3.** Varicella (Chickenpox)

**9b4.** Tetanus-Diphtheria-Pertussis (Tdap)

**9b5.** Meningococcal Disease (Serogroups A, C, Y, W-135)

**9b6.** Tuberculosis Screening/Risk Assessment (TB) See

<https://calstate.policystat.com/policy/8309038/latest/> for more information, including other recommended Immunizations and Screenings.

**9c. Emergency Contact Information.** Licensee agrees to provide emergency contact information prior to move-in date.

**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 by Licensee is strictly forbidden.

**9f. Use of Parking Area in East Campus.** 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 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 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 Greystar and University at the owner's expense.

## **10. INSURANCE.**

**10a.** University and Greystar assume no responsibility for any property of Licensee, which is stolen, damaged, vandalized or destroyed in a housing facility or on the campus, including parking areas, at any time and including periods when Licensee is not in occupancy or after the term of the occupancy has expired and including if due to circumstances beyond the reasonable control of the University, including acts of nature, e.g. flood, earthquake, and unusual weather conditions. Licensee is responsible for any damages or injuries caused by Licensee to the person or property of other residents as well as damages to University and Corporation property. The University partners with GradGuard to provide renter's insurance to Licensee, at Licensee's expense and billed through rental rates, that includes personal liability for damage to University property and personal property coverage. Licensee understands that they are not able to opt out of this coverage regardless of whether they have renter's insurance from another provider. For more information, please visit <http://gradguard.com/renters/csumb>.

**10b.** The University and Greystar do not maintain individual or group health and accident insurance for students. It is highly recommended that Licensee obtain health and accident insurance.

## **11. DAMAGES.**

**11a.** All Licensees are individually responsible for loss or damage to their rooms. Throughout the year, if Licensee fails to maintain the living unit in good order and repair, Licensee shall pay the University or, as applicable, Greystar (East Campus Licensees), 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. CANCELLATION.**

**12a.** The License conferred by this Agreement shall expire on the date specified in *Section 2. Fee Period; Occupancy* of this Agreement. Cancellation is a request submitted by the Licensee to end the License before the Fee Period is scheduled to end.

**12b.** Any cancellation request by Licensee automatically includes consideration of both the housing and the dining plan (if applicable), unless otherwise agreed by the University. Licensee’s dining plan will become invalid upon cancellation of License unless otherwise agreed by the University.

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

**12d.** Cancellation of this License shall not release Licensee from the obligation to pay any charges due and payable under this License including, but not limited to, daily prorated charges for housing and dining plan 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.

**12e.** No License cancellations will be approved or credited for any reason during the last 30 days prior to the end of any semester.

**12f. Cancellation Fee.** The chart below outlines applicable cancellation fees unless other conditions are stipulated and met. The Licensee’s application fee is non-refundable in all cases.

| Fall Semester                   | Cancellation Request Due By             | Cancellation Fee  |
|---------------------------------|---|---|
| Fall 2021                       | Before June 1, 2021                     | \$0   |
| Fall 2021                       | Between June 2 and August 19, 2021      | \$150 cancellation fee. See Section 12g.  |
| Fall 2021                       | On and After August 20, 2021            | \$300 cancellation fee + 30 days’ housing and dining plan fees at actual rate. See Section 12h. |
| New Licensee<br>Spring Semester | Cancellation Request Due By             | Cancellation Fee  |
| Spring 2022                     | Up to November 1, 2021                  | \$0   |
| Spring 2022                     | Between November 2 and January 20, 2022 | \$150 cancellation fee. See Section 12g.  |
| Spring 2022                     | On or After January 21, 2022            | \$300 cancellation fee + 30 days’ housing and dining plan fees at actual rate. See Section 12h. |

**12g. Cancellation Prior to Fee Period Start.** Before the Fee Period begins, the Licensee may request cancellation by timely notifying SHRL and submitting a written request form.

**12g1. Admission Revoked or Visa Denied.** If the Licensee’s admission is revoked by the CSUMB Admissions Office, the Licensee must timely notify SHRL and request cancellation or Licensee may be subject to cancellation fees. International student Licensees who have a visa denied or not approved just prior or right after the move-in date would be treated as if admission was denied and would have to timely notify SHRL to avoid a cancellation fee.

| Cancellation Fee with Timely Notification to SHRL  | Cancellation Fee WITHOUT Timely Notification to SHRL AND after August 20, 2021 for Fall or, for Spring, after January 21, 2022   |
|--|--|
| \$0 cancellation fee if Licensee notifies SHRL within 10 calendar days of Licensee's notice of admission revocation or visa denial | If notify SHRL later than 10 calendar days of Licensee's notice of admission revocation or visa denial, \$300 cancellation fee + 30 days housing and dining plan fees at actual rate |

**12g2. 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 terminated by University.

| Term                         | No Show Date                           | Cancellation Fee  |
|------------------------------|--|---|
| Fall 2021                    | After Thursday, August 26, 2021, 9 am  | \$300 cancellation fee + 30 days' housing and dining plan fees at actual rate |
| New Licensee for Spring 2022 | After Thursday, January 27, 2022, 9 am | \$300 cancellation fee + 30 days' housing and dining plan fees at actual rate |

**12h. Cancellation During the Fee Period.** After the Fee Period starts, Licensee may submit a Request to Cancel License Agreement form to request cancellation of the license and notify the University of the Licensee's intention to vacate the housing facilities on or after the beginning of the Fee Period. The notice must be given a minimum of 30 days prior to the date the Licensee intends to vacate the facilities and/or terminate the License.

**12h1.** The University will review Licensee's request to vacate the facilities and cancel the License based on the following cancellation exception standards:

- a. Licensee is a member of the International Program on a one-semester only exchange;
- b. Licensee is to participate in a CSUMB approved academic program and living on campus would not be possible;
- c. Licensee graduates from CSUMB;
- d. 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;
- e. Licensee is academically disqualified from CSUMB;
- f. Licensee has orders for Military Active Duty deployment during the Fee Period; or,
- g. 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.

**12h2.** Housing will conduct a mid-term enrollment review of all licensees whose licenses were terminated due to withdrawals. In the event the Licensee has enrolled during that academic year outlined in 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 CSUMB Student Conduct for misrepresentation.

**12h3.** If a cancellation is approved, Licensee is responsible for the housing Daily Rate and, if applicable, the per day Dining plan charge through the last day of occupancy, the last day of dining plan usage, the official withdrawal date or termination effective date, whichever is later ("Vacate Date"), and other fees as set forth herein:

| Exception  | Termination Request to SHRL  | Exception Approved   |
|--|--|--|
| December graduation, fall semester only international program, or Participation in CSUMB approved academic program off campus during spring semester | At least 30 days' notice prior to the end of the fall semester or spring semester  | License cancelled <u>end of fall semester</u> at <u>end of fall semester</u> ; no cancellation fee   |
|  | Less than 30 days' notice prior to the end of the fall semester or spring semester | License is terminated at the <u>end of fall semester</u> and \$300 cancellation fee applies  |
| Withdraws; Transfers to another school   | At least 30 days' notice prior to desired effective date                           | License is terminated and \$300 cancellation fee applies. May be charged Daily Rate for each day that notice is less than the required 30 days |
| Licensee academically disqualified   | At least 30 days' notice prior to desired effective date                           | License is terminated and \$300 cancellation fee applies. May be charged Daily Rate for each day that notice is less than the required 30 days |
| Military active duty   | At least 30 days' notice prior to desired effective date                           | License is terminated and \$300 cancellation fee applies. May be charged Daily Rate for each day that notice is less than the required 30 days |
| Extenuating circumstances  | At least 30 days' notice prior to desired effective date                           | License is terminated and \$300 cancellation fee applies. May be charged Daily Rate for each day that notice is less than the required 30 days |

**12i.** If a cancellation is NOT approved, the License will not be cancelled and Licensee will be responsible for housing and applicable dining plan fees for the full Fee Period.

### **13. EXPIRATION OR TERMINATION OF LICENSE BY UNIVERSITY.**

**13a. Normal Expiration.** The License conferred by this Agreement shall expire on the date specified in *Section 2. Fee Period; Occupancy* of this Agreement.

**13b. Termination by the University.** Termination means the University or SHRL revokes the License before the Fee Period is scheduled to end. The University may terminate this Agreement and initiate removal and/or banishment of a License upon the occurrence of any of the following reasons:

**13b1.** Nonpayment of housing charges or fees;

**13b2.** Failure to be enrolled in the required number of academic units;

**13b3.** 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;

**13b4.** Possession of any firearm, knife, deadly weapon, ammunition, fireworks, explosives or dangerous chemical;

**13b5.** Misuse, abuse, theft or destruction of campus property or misuse, abuse, theft or destruction of the property of any member of the campus community;

**13b6.** Physical abuse toward any campus community member or the threat of such abuse;

**13b7.** Falsification of any legitimately required information requested by the University;

**13b8.** 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;

**13b9.** Administrative necessity of the University; or,

**13b10.** The Licensee’s breach of any term or condition of the Agreement, including failure to abide by University Housing Policies and Regulations.

**13c.** 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.

**13d.** Licensees who have had a previous license revoked may be denied future occupancy.

**13e.** If a License or part of the License is terminated, Licensee is responsible for the housing Daily Rate of the per day housing charge and, if applicable, the per day dining plan charge, through the last day of occupancy, the last day of dining plan usage, the official withdrawal date or termination effective date, whichever is later (Vacate Date), and other fees as set forth herein:

| Reason for Revocation   | Fees Due   |
|---|--|
| Conduct, discipline   | Full Fee Period fees due for housing and dining plan   |
| Failure to maintain student status                                | License is terminated and \$300 cancellation fee applies. May be charged Daily Rate for each day that notice is less than the required 30 days |
| Breach of License or related terms, including failure to pay fees | License is terminated and \$300 cancellation fee applies. May be charged Daily Rate for each day that notice is less than the required 30 days |
| Administrative necessity  | No cancellation fee  |

**13f. Termination of Dining Plan Only.** In extreme circumstances University may terminate only the Licensee’s dining plan for conditions per *Section 13-Termination of License by University* and Licensee may be subject to fees that could range from the full Fee Period of Licensee to a \$150 Termination Fee and 30 days’ dining plan fees at actual rate.

**13g. Eviction/Suspension Payment.** As per Section 13, if a Licensee is evicted, Licensee shall owe the full fee period of the License (academic year), plus any charges for damages, cleaning, and all nonrefundable fees as described in the Payment Information section of this License Agreement.

**13h. Trespass.** Residents who have been evicted are considered banned and no longer permitted to be a Licensee or visitor to any Student Housing facilities or grounds per California Penal Code section 602(m). Should an evicted person return to the Student Housing community, that individual is subject to conduct action and potentially arrest for trespassing.

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

Licensee shall vacate the housing facility within 24 hours after Licensee’s last academic final or 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 dining plan fees, and may be subject to eviction in the manner provided by the laws of the State of California. Greystar or the University may charge any other applicable fees or charges.

#### **15. 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 if Licensee is fully enrolled in University courses.

## **16. ABANDONED PROPERTY.**

Any property of the Licensee remaining in a housing facility after expiration, cancellation 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 Greystar 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.

## **17. OTHER FEES.**

**17a. Application Fee.** A non-refundable application fee of \$50 is required when applying for on-campus housing. This fee is charged to cover the administrative cost of processing an application for a campus housing facility. No applications will be processed without payment of this fee.

**17b. Late Fees.** Late payment penalties are assessed at the rate of \$35 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.

**17c. Improper Checkout Fee.** Failure to complete the proper check-out procedures may result in Licensee being charged a \$75 improper check-out fee.

**17d. Keys.** Lost or damaged keys will result in a minimum of a \$50 rekey fee subject to the area in which the Licensee is assigned according to the room damages schedule. Rekey fees can range up to \$250 depending on the community.

**17e. 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 nonpayment 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.

**17f. 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.

**17g. Liquidated Damages.** Liquidated damages are imposed under certain conditions as set forth in this



license. The Licensee agrees that the noted liquidated damages are reasonable and are presumed to be the amount of damage sustained by the University because it is impractical or extremely difficult to fix the actual damage.

## **18. REFUNDS.**

The University and Greystar shall authorize refunds only as provided for in Title 5 of the California Code of Regulations, this License and University policy. The University or Greystar 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.

## **19. INDEBTEDNESS.**

**19a.** Failure of Licensee to satisfy the financial obligations of this License may result in any one or a combination of the following:

**19a1.** Late fee and other fees in accordance with this License;

**19a2.** 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;

**19a3.** Revocation of the License with financial penalties;

**19a4.** Eviction including attorney fees and costs;

**19a5.** Notification of default to credit bureau organizations;

**19a6.** Legal action including use of collection agencies, by CSUMB and Corporation, to collect unpaid obligations or enforce rights;

**19a7.** Payment for costs for attorney fees and other reasonable collection costs and charges accrued during the collection of said amounts; and,

**19a8.** Offset of paychecks, loans, grants, scholarships, or any refunds payable through the University.

**19b.** Licensee agrees that housing and dining plan fees are an extension of credit for living expenses and are considered an educational debt.

## **20. GENERAL.**

**20a. Communication.** Official information to Licensee on housing and dining matters will be communicated 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 agrees that University also may provide alert and time sensitive information to Licensee by text (SMS) notification. The number Licensee provides is deemed private and will be used by University for official notification for business purposes only. There is no cost to users for the SMS notification service; however, mobile users will pay their wireless provider their normal rates for cell and text message usage. Licensees who do not want to receive text (SMS) messages will be allowed to opt out of the system. Additional communications may be sent by the University to the on-campus housing mailbox or posted in housing buildings.

**20b. Modifications.** The University reserves the right to make other rules and regulations related to housing and dining as in its judgment may be necessary for the safety, care, and cleanliness of the premises and for the preservation of the educational function of the University. The Licensee agrees to abide by all additional rules and regulations that are adopted. Violations of these rules and regulations may become the basis for disciplinary action. Notification to Licensee may be done by posting the change in central areas of the housing units, sent to Licensee's CSUMB email, or delivery to the Licensee at their assigned unit. 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 is any action respecting this License or to enforce it shall be in Monterey County, California.

**20c. Right of Entry.** The University or its agents, including Greystar, shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purpose. The University shall exercise these rights reasonably and with respect for Licensee's right to be free from unreasonable searches and intrusions into study or privacy. Animals must be appropriately secured and contained throughout the duration of these visits. The Licensee will be given reasonable notice within 24 hours, of intent to enter a living unit, except in cases of:

**20c1.** Life, health, or safety emergencies or building evacuation;

**20c2.** Abandonment of the living unit by either the Licensee or Licensee's roommate(s);

**20c3.** 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.

**20d. Force Majeure.** The University is not responsible for the continuation of mail, heating, maintenance, or security service at normal levels in the event of a state, county, city, or campus closure; natural disaster; pandemic; strike or lockout of public employees or suppliers' employees; power, water or sewer interruptions from on- or off-campus sources; or in the event of other causal events beyond the University's control or reasonable anticipation. The University is not responsible for construction noise or disruptions associated with nearby construction sites or activity.

**20e. Non-Waiver.** The waiver of any breach of a term or condition of this License shall not constitute a

waiver of any subsequent breach.

**20f. Hold Harmless.** Licensee shall indemnify, defend and hold harmless the State of California, University Corporation at Monterey Bay, California State University Monterey Bay, Trustees of California State University, Greystar Real Estate Partners, 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.

**20g. Campus Safety Act.** In compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, California State University Monterey Bay has made crime reporting statistics available online at [https:// www.csUMB.edu/clery](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.

**20h. Megan's Law.** Pursuant to Section 290.46 of the California Penal Code, information about specified registered sex offenders is made available to the public via an internet web site maintained by the Department of Justice at: [http:// www.meganslaw.ca.gov](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.

**20i.** 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.

## **21. DINING PLANS.**

**21a. Residential Dining Plans.** Most first-year freshmen licensees will be assigned to Residence Halls (Cypress, Asilomar, Willet, Manzanita, Yarrow, Avocet, Tortuga, and Sanderling). All first-year freshmen living on Main Campus (Residence Halls, North Quad or Promontory), and any licensee regardless of class status living in the Residence Halls, must have the one of the top three (3) residential dining plans that offer full meal access each week.

Also offered are an additional three (3) residential dining plans that provide fewer weekly meal options. All students living in the North Quad Suites (Pinnacles and Vineyard) must have one of the six (6) residential dining plans. All licensees in Main Campus or East Campus may opt for any of the six (6) residential dining plans.

**21b. Meals and Dining Dollars.** The dining plan includes access to the Dining Commons All-You-Care-To-Eat facility through Meal Blocks of one (1) per meal and Dining Dollars, a declining balance fund with a dollar-for-dollar purchase equivalence that are used for retail food purchases at other dining locations. Meal Blocks and Dining Dollars for a semester are allocated at the beginning of that semester. Each of the residential dining plans includes five (5) guest meal passes to the Dining Commons per semester for friends or family.

**21c. 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 Dining Dollars, one (1) Meal Block allows for the Licensee to enter for a meal at any time that the venue is open. Meal Blocks may be available for spending at the other campus retail dining facilities according to the rules of the selected residential dining plan. No food, dishes or

utensils may be taken from or brought into the building without permission of a Dining Commons staff member. Licensees can also use their Dining Dollars to pay for a meal at Dining Commons.

**21d. Rollover; Expiration.** For all Residential Dining Plans all Unused Meal Blocks expire at the end of each semester. Dining Dollars roll over from Fall to Spring if the Licensee is still holding a residential dining plan for Spring semester, but expire at the end of the Spring semester. Unspent guest passes expire each semester. Unspent Meal Blocks and Dining Dollars remaining at the end of the Spring semester expire and are forfeited. Licensee may spend rollover Fall Dining Dollars during Winter Break for the venues that may be open. Spring Meal Blocks and Dining Dollars are not available until Spring semester move-in day.

**21e. Dining Plan Schedule.** Dining Dollars and Meal Blocks will be available for use at various dining venues beginning with brunch, Friday, August 20, 2021, and ending with dinner, Friday, May 20, 2022. During the academic year, dining venue schedules generally coincide with the housing occupancy dates and may have limited offerings and limited hours during holiday breaks including Fall Break/Thanksgiving, Winter Break and Spring Break. All dining venues may be closed when the campus is officially closed, including part of Winter Break. Dining venue hours will vary throughout the year based on academic schedules and other factors.

#### **21f. Dining Plan Management and Billing.**

**21f1. Dining Plan Payments.** Licensee is billed by the semester for dining plan. All payments must be received and posted by University to Licensee's student account on or before published due dates and in advance of services being provided. Postmarked dates are not considered the paid dates.

- a. Fall Meal Blocks and Dining Dollars may be withheld pending payment by a Licensee who, as of Wednesday, August 18, 2021, owes fees for the Fall dining plan and does not have adequate financial aid to pay the Fall dining plan.
- b. Spring Meal Blocks and Dining Dollars and any Fall rollover Dining Dollars may be withheld pending payment by a Licensee for Spring semester who, as of Wednesday, January 19, 2022, owes fees for the Fall dining plan or the Spring dining plan, and does not have adequate financial aid to pay the balances. Licensee will remain responsible for the full dining plan fees.

**21f2. Dining Plan Change costs.** 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 student account after each change. Licensee is obligated to pay any additional costs related to any changes in the Licensee's dining plan. Licensee is responsible for the selected dining plan daily rate through the effective change, cancellation, or termination date.

**21f3. Daily Rate or Per Day Charges.** Changes to dining plans including changing dining plans are prorated based on a per day charge for the dining plan and will result in prorated credits and charges and amounts of Meal Blocks and/or Dining Dollars based upon the number of days remaining in the semester at the time of change.

**21f4. Adding or Increasing a Dining Plan at Any Time.** The Licensee may add a residential dining plan if Licensee has no other residential dining plan or may increase the residential dining plan level at any time during the semester.

**21f5. Limited Changes.** The residential dining plan can be changed only once each semester.

**21f6. Additional Dining Plans, Meal Blocks and Dining Dollars.** If Licensee spends their allotted Meal Blocks and/or Dining Dollars within a semester and desires more, Licensee may purchase Add Meal Blocks or Add Dining Dollars to add to Licensee’s residential dining plan. A Licensee may only hold one residential dining plan at a time. Added Meal Blocks that are added during the Fall semester to a residential dining plan will rollover from Fall to Spring semester if Licensee has a Spring dining plan, and will expire at the end of Spring semester. Licensee may hold other voluntary dining plans that may be offered during the academic year, with these plans subject to the rules of those plans.

**21g. Dining Plan Cancellation Prior to Move-In Day.** Only Licensees who are not required to have a residential dining plan, but who requested during the application process to have a residential dining plan, may request to cancel the Licensee’s residential dining plan. No cancellation fee will be charged if the request is in writing and received prior to move-in day for that semester, so no later than the end of the business day August 19, 2021, for the Fall semester and January 20, 2022, for the Spring semester.

**21h. Dining Plan Terminations or Changes after Move-In Day.**

**21h1.** For Licensees commencing in the Fall semester note that this is a full-year license for Fall and Spring semester dining plans. No dining plan termination or change request for the current semester will be approved or credited for any reason within the last two weeks prior to the end of that semester.

**21h2.** In very limited circumstances Licensee may be allowed to terminate their residential dining plan upon Licensee request after move-in day for each semester:

| Term            | Who Can Request   | Request Termination By  | Effective Date   | Termination Fee  |
|-----------------|---|---|--|--|
| For Fall 2021   | Licensee not required to have residential dining plan in current housing assignment | On or after August 20, 2021, through add/ drop date of Tuesday, September 7, 2021   | No later than Thursday, September 9, 2021  | Fall dining plan terminated and daily charge for dining plan up through effective termination date and \$150 termination fee   |
| For Fall 2021   | Licensee requests to transfer rooms to housing where dining plan not required       | <u>Only</u> if housing transfer and residential dining plan decrease or terminate request is submitted to SHRL between September 13, 2021, through September 17, 2021 | After approval by Licensor and Licensee and upon completion of room transfer process | Daily charge for dining plan until room transfer completed and, as requested, Fall residential dining plan decreased and \$50 change fee, OR Fall residential dining plan terminated and \$150 termination fee     |
| For Spring 2022 | Licensee not required to have residential dining plan in current housing assignment | On or after Friday, January 21, 2022, through add/drop date of Monday, February 7, 2022   | No later than Thursday, February 10, 2022  | Spring dining plan cancelled, daily charge for dining plan up through effective cancellation date and \$150 cancellation fee   |
| For Spring 2022 | Licensee requests to transfer rooms to housing where dining plan not required       | <u>Only</u> if housing transfer and dining change/terminate request is submitted February 14, 2022, through February 17, 2022   | After approval by Licensor and Licensee completion of room transfer process          | Daily charge for dining plan until room transfer completed and, as requested, Spring residential dining plan decreased and \$50 change fee, OR Spring residential dining plan terminated and \$150 termination fee |

**21i. OtterCard Access.** Licensee's OtterCard, which is used to access the dining plan, must be presented to the cashier for each purchase at any campus restaurant. Use of Licensee's OtterCard by someone else for meals is subject to disciplinary review and the card will be confiscated at that time.

**21j. Not Transferable.** Licensee's dining plan is not transferable. Assisting unauthorized persons to enter the Dining Commons or to use your OtterCard is in violation of the terms and conditions of the License. Unauthorized use of an OtterCard or tampering with or altering the OtterCard is a violation of this License and may warrant confiscation and possible disciplinary action by the University, a fine and possible forfeiture of value expended.

**21k. Conduct.** Licensees are students who are enrolled for educational pursuits and the expectation is that their conduct will preserve an atmosphere of learning. Any Licensee whose conduct or behavior in or about a food service venue is materially disruptive or in violation of law or University regulations may be subject to University disciplinary action under the Student Code of Conduct. Unacceptable behavior including food fights and trashing tables or failure to adhere to policies may result in permanent removal of a student from the Dining Commons. Licensees must comply with reasonable requests of Dining Services and University staff while in any Dining Services facility.

**21l. Dietary Concerns.** If Licensee has any dietary restrictions due to food allergies, food intolerances, and/or other dietary concerns, notify the University as soon as possible. The University, along with CSUMB Student Disability Resources, medical professionals, and Dining Services will review the request. Cancellation or termination of the dining plan will be permitted only under the most adverse circumstances that render it unreasonable for Dining Services to provide the services to the Licensee.

**21m. Sick Pass Meals.** A sick pass is afforded to licensees who have communicated their illness/request to a housing staff member for approval and a meal can be picked up for a take-out meal using the Licensee's dining plan.

**21n. Additional Dining Plan Information.** Additional information and provisions are available at <http://campus-dining.com/csumb/>.

**22. FALL 2021 COVID-19 SAFETY GUIDELINES.** These terms are added to the License and will be enforced as a requirement of continued residency in student housing.

**22a.** Licensee understands that they are strongly encouraged to be vaccinated against COVID-19 and may be required to be vaccinated before Move In as stipulated in Section 2. Licensees seeking exception to a requirement must contact Student Disability Resources to complete a housing accommodation.

**22b.** Licensee retains responsibility for cleanliness and sanitization of assigned unit upon check-in.

**22c.** Licensee will adhere to state, county, and CSUMB guidelines for testing and tracing social distancing, group gatherings, and shelter-in-place as well as the use of face coverings throughout the Fee Period.