



California State University
MONTEREY BAY
Student Housing and Residential Life

2022 - 2023

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 2022-2023 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.

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://csumb.edu/housing/student-housing-residential-life-community-standards/>
- Dining Services Dining Plan rules: <https://csumb.edu/dining/>
- [Title 5](#), California Code of Regulations governing California State University
- 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 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 2022 - 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 19, 2022, and runs through 12 pm, Sunday, May 21, 2023, 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 2022 only and who are not assigned to live on campus in Spring 2023, due to an approved License cancellation (see Section 12), ends at 12 pm on December 17, 2022.

2b. Spring Semester 2023 Fee Period: The Fee Period for new Spring 2023 licenses begins Friday, 9 am, January 21, 2023, and runs through 12 pm, Sunday, May 21, 2023, or no later than 24 hours after the Licensee's last spring final examination (whichever occurs first in time). Spring 2023 graduates who are participating in commencement proceedings may request to remain in housing until after commencement.

2c. Summer 2023 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 2023 and be approved for summer housing. Summer residents will be assigned housing spaces by SHRL and, in most if not all cases, will need to move housing locations for summer housing..

2d. Winter and Spring Breaks. 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 Licensee's request with SHRL no later than December 1, 2022. To stay during Winter Break Licensees may not have any balance due for fall semester housing and Dining Plan and must be registered for the Spring Semester Fee Period.

2d3. If Licensee fails to register for Winter Break access by the December 1, 2022 deadline, the Licensee shall be required to pay a \$50 late registration fee.

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 (defined as 12 units undergraduate or as defined by the academic program for graduate and post-baccalaureate programs) and be 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. If Licensee withdraws or is disenrolled, Licensee is responsible for notifying SHRL immediately in writing.

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, 2022.

4. REQUIRED RESIDENCY ON CAMPUS. 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/past-pages/csumb-live-requirement/> for more information. See Section 21 related to dining plans.

5. ENHANCEMENT OF EDUCATIONAL EXPERIENCE. The University shall maintain professional and paraprofessional 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. Once paid, the application fee is not refundable even if the applicant does not complete the application process. This application is considered accepted by the University and Licensee on the date 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. Undergraduate students have a defined number of years in which they are eligible based on year of entry. Graduate students are not eligible for this program. The detailed Rate Lock rates and rules are set forth at <https://csumb.edu/housing/rates/rate-lock/>.

Failure to timely apply, as defined by SHRL, could also result in loss of Rate Lock pricing for this and future Fee Periods. 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 scheduled 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://csumb.edu/housing/rates/housing-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 Payment 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 Payment 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:** 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 dining plan fees, but not including housing 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. For East Campus housing, 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, 2022 and January 1, 2023 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](#).

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 change of assignment will be subject to a \$50 Room Change fee and any cleaning and damages fees, if applicable, and any changes in housing fees will be assessed or credited on a prorated basis. Approval for requests for any change in assignment will be at the discretion of the University. No change of assignment requests to other bed spaces, rooms, or living units will be granted during the first (two (2) weeks of each semester, except in extenuating circumstances. Change of assignment requests submitted within the first three weeks of occupancy will be processed during the room change period designated by SHRL. Any Licensee who fails to complete the change of assignment move in the timeframe designated by SHRL will result in a \$50 per day fee for occupying two spaces. Change of assignment requests after the designated room change period will only be considered for extenuating circumstances.

8d. Any unapproved change of assignment 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 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. If a space is not prepared or belongings are kept in a vacant bed space, Licensee may be charged up to \$150 for the costs associated with moving personal items or preparing a vacant bed space, which has

been utilized or altered by the Licensee, in addition to being charged \$50 per day for occupying more than one 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.

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, components used in the creation of 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,

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)

9b7. Interim COVID-19 Policy

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 be registered for and maintain usage of 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, bolt, or latch on doors or windows by Licensee is strictly forbidden.

9f. Use of Parking Area. The authority to establish and enforce vehicle, pedestrian, and parking regulations is granted to the CSUMB Police Department under the provisions set forth Section 21113 of the California Vehicle Code (CVC) and Sections 42200 and 42201 of Title 5 of the California Administrative Code. Such regulations are enforceable on all property under the control and jurisdiction of CSUMB including Schoonover Park and Frederick Park housing areas. Unless otherwise provided herein, all provisions of the California Vehicle Code are adopted as University Policy, and can be viewed at <https://csumb.edu/parking/regulations/>. Licensee will adhere to all CSUMB Police Department and California Vehicle Code parking regulations.. Permit types are determined by licensee room assignment. Licensee may only park in the areas designated by permit type. All permit types must be fully visible on the vehicle dash to be considered valid.

9f1. Residence Halls. Main Campus permit must adhere to all posted permit restrictions including overnight restrictions.

9f2. North Quad. Permit valid only in Lot 300 & Lot 301. * No other permits are valid.

9f3. Promontory. Permit valid only in Promontory residence parking lot. Limited number of permits available. * No other permits are valid.

9f4. 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 Date to “Vacate”, nonrefundable fees and liquidated damages related to this License.

12e. License cancellation requests submitted and/or effective within the last 30 days prior to the end of any semester will be exempt from any prorated refund for that 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 2022	Before June 1, 2022	\$0
Fall 2022	Between June 2 and August 18, 2022	\$150 cancellation fee. See Section 12g.
Fall 2022	On and After August 19, 2022	\$300 cancellation fee + 30 days’ housing and dining plan fees at actual rate. See Section 12h.
New Licensee Spring Semester	Cancellation Request Due By	Cancellation Fee
Spring 2023	Up to November 1, 2022	\$0
Spring 2023	Between November 2 and January 19, 2023	\$150 cancellation fee. See Section 12g.
Spring 2023	On or After January 20, 2023	\$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	\$0 cancellation fee if Licensee notifies SHRL within 10 calendar days of Licensee's notice of admission revocation or visa denial
Cancellation Fee WITHOUT Timely Notification to SHRL AND after August 18, 2022 for Fall or, for Spring, after January 20, 2023	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 2022	After Wednesday , August 24, 2022, 9 am	\$300 cancellation fee + 30 days' housing and dining plan fees at actual rate
New Licensee for Spring 2023	After Wednesday, January 25, 2023, 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 graduates from CSUMB;
- b.** Licensee is a member of the International Program on a one-semester only exchange;
- c.** Licensee is to participate in a CSUMB approved academic program and living on campus would not be possible;
- d.** Licensee withdraws from CSUMB or takes a leave of absence from the University and does not re-enroll at the University during the Fee Period;
- e.** Licensee transfers to another institution;
- f.** Licensee is academically disqualified from CSUMB;
- g.** Licensee has orders for Military Active Duty deployment during the Fee Period; or,
- h.** Licensee demonstrates through written appeal and supporting documentation that the request to vacate is due to extraordinary causes or a serious, compelling, and unforeseen medical or financial circumstance that the Licensee encountered since the License was signed and clearly beyond the control of Licensee.

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 (Date to "Vacate"), and other fees as set forth herein:

Exception	Termination Request Submitted 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 canceled at the <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 end <u>of fall semester</u> and \$300 cancellation fee applies
Academic Withdrawal; Leave of Absence	Upon approved academic withdrawal or leave of absence	License is terminated and \$300 cancellation fee applies.
Transfer to another institution	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	Upon academic disqualification	License is terminated and \$300 cancellation fee applies.
Military active duty	At least 30 days' notice prior to desired effective date	License is terminated and \$300 cancellation fee may apply. May be charged Daily Rate for each day that notice is less than the required 30 days
	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 circumstance	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 canceled 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, fees, or insufficient funds debt;

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, parts for making firearms, 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 terminated or 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 (Date to “Vacate”), and other fees as set forth herein:

Reason for Terminations	Fees Due
Conduct, discipline	Full Fee Period fees due for housing and dining plan
Failure to maintain student status	License is terminated and a \$300 cancellation fee applies. May be charged Daily Rate for each day that notice is less than the required 30 days
Breach of terms or conditions of the License	License is terminated and a \$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 as follows:

- 14a.** Within 24 hours after Licensee’s last academic final;
- 14b.** On the expiration of the Fee Period;
- 14c.** Upon cancellation of this License; or,
- 14d.** Upon 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.

16. ABANDONED PROPERTY.

Any property of the Licensee remaining in a housing facility after expiration, cancellation or termination of the license, remaining in a former housing assignment, or remaining in a temporary housing assignment after the deadline to vacate shall be deemed abandoned property and University may take possession of and dispose of such property in any manner it deems appropriate in accordance with 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, damaged, or unreturned keys will result in a minimum of a \$50 rekey fee subject to the area in which the Licensee is assigned according to the room damages schedule. Rekey fees can range up to \$250 depending on the community.

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 insufficient funds debt. If Licensee gives the University two (2) successive checks that are returned for insufficient funds during the term of this License, then any future amounts due hereunder shall be payable only by cashier's check or money order. This policy will be applicable throughout the balance of either the initial term or any renewal or extension thereof.

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.

17h. Approved Pet Deposit and Fees. Licensees residing on East Campus may apply for approval to house a pet. Licensee must submit pet information and vaccination records for verification and approval via the housing application. If approved, the Licensee will be charged a \$250 pet deposit. Should damages occur to a unit from a pet, the Licensee agrees to pay all assessed fees. Significant damages to a unit from a pet may result in revocation of pet approval for Licensee.

17h1. A \$150 fee will be assessed for any unapproved pet found within a Licensee's room, bedspace or unit.

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.

18a. Refunds shall not be granted for loss of use of any amenities within room, bed space, unit, or community.

18b. Refunds shall not be granted for loss of use of room, bed space, unit, or community for reason of facilities failure or issue if Licensee if provided a temporary assignment.

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;

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, licensee's assigned unit, 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 on 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, routine inspections, 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 or Licensee's roommate(s) consents at the time of requesting service for maintenance (e.g., electrical, plumbing, water, repairs, etc.). Notice is only waived for the purpose of the requested service during normal working hours when the Licensee or Licensee's licensed roommate(s) have 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>. 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>. 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. Otter and Monterey Bay 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 one of the Otter dining plans that offer full meal access each week.

Also offered are an additional three (3) Monterey Bay dining plans that provide fewer weekly meal options. All students living in the North Quad Suites (Pinnacles and Vineyard) must have one of the Otter or Monterey Bay dining plans. All licensees in Strawberry, Promontory, & East Campus may opt for any one of the Otter & Monterey Bay dining plans.

21b. Meal Swipes, Meal Exchanges, and Dining Dollars. The dining plan includes access to the Dining Commons All-You-Care To-Eat facility through Meal Swipes of one (1) per meal; Meal Exchanges that can be used in other retail locations for predefined food options; and Dining Dollars, a declining balance fund with a dollar-for-dollar purchase equivalence that can be used in all dining locations.

Meal Swipes, Meal Exchanges, and Dining Dollars for a semester are allocated at the beginning of that semester. Each of the Otter and Monterey Bay dining plans includes five (5) guest meal passes to the Dining Commons per semester for friends or family.

21c. All-You-Care-To-Eat Program. The Dining Commons has an “All-You-Care-To-Eat” program. If the dining plan has Meal Swipes and Dining Dollars, one (1) Meal Swipe allows for the Licensee to enter for a meal at any time that the venue is open. 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 Otter and Monterey Bay Dining Plans all Unused Meal Swipes and Meal Exchanges expire at the end of each semester. Dining Dollars roll over from Fall to Spring if the Licensee is still holding an Otter or Monterey Bay dining plan for Spring semester, but expire at the end of the Spring semester. Unspent guest passes expire each semester. Unspent Meal Swipes, Meal Exchanges and Dining Dollars remaining at the end of the Spring semester expire and are forfeited. Licensee may spend rollover Fall Dining Dollars during Winter Break for the venues that may be open. Spring Meal Swipes, Meal Exchanges, and Dining Dollars are not available until Spring semester move-in day.

21e. Dining Plan Schedule. Dining Dollars, Meal Swipes, and Meal Exchanges will be available for use at various dining venues beginning with brunch, Friday, August 19, 2022, and ending with dinner, Friday, May 19, 2023. During the academic year, dining venue schedules generally coincide with the housing occupancy dates and may have limited offerings and limited hours during holiday breaks including Fall Break/Thanksgiving, Winter Break and Spring Break. All dining venues may be closed when the campus is officially closed, including most of Winter Break. Dining venue hours will vary throughout the year based on academic schedules and other factors.

21f. Dining Plan Management and Billing.

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

- a. Fall Meal Swipes, Meal Exchanges, and Dining Dollars may be withheld pending payment by a Licensee who, as of Wednesday, August 17, 2022, owes fees for the Fall dining plan and does not have adequate financial aid to pay the Fall dining plan.
- b. Spring Meal Swipes, Meal Exchanges, and Dining Dollars and any Fall rollover Dining Dollars may be withheld pending payment by a Licensee for Spring semester who, as of Wednesday, January 18, 2023, 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 Swipes, Meal Exchanges, and/or Dining Dollars based upon the number of days remaining in the semester at the time of change.

21f4. Adding or Upgrading a Dining Plan at Any Time. The Licensee may add an Otter or Monterey Bay dining plan if Licensee has no other dining plan or may increase the dining plan level at any time during the semester. The Otter Dining Plans are ineligible to be upgraded as all Otter Plans are at the same plan level.

21f5. Limited Changes. Otter plans can be changed only once each semester through the end of the add/drop period. For plan changes, you will be charged a \$50 change fee. Dining dollars will be prorated based on usage.

21f6. Additional Dining Plans, Meal Swipes, and Dining Dollars. If Licensee spends their allotted Meal Swipes and/or Dining Dollars within a semester and desires more, Licensee may purchase Add On Meal Swipes or Add On Dining Dollars to add to Licensee’s Otter and Monterey Bay dining plan. A Licensee may only hold one Otter and Monterey Bay dining plan at a time. Added Meal Swipes that are added during the Fall semester to a Otter and Monterey Bay 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. Prior to the official move-in day only Licensees who are not required to have a Otter and Monterey Bay dining plan, but who requested during the application process to have a Otter and Monterey Bay dining plan, may request to cancel the Licensee’s Otter and Monterey Bay dining plan. No cancellation fee will be charged if the request is in writing and received prior to the official move-in day for that semester; therefore, no later than the end of the business day August 18, 2022, for the Fall semester and January 19, 2023, for the Spring semester.

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

21h1. For Licensees commencing in the Fall semester, 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 either semester. All dining requests to change or terminate their meal plans need to be in writing. Submit email to studenthousing@csumb.edu.

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

Term	Who Can Request	Request Termination By	Effective Date	Termination Fee
For Fall 2022	Licensee not required to have dining plan in current housing assignment	On or after August 18 2022, and no later than Wednesday, September 7, 2022	No later than Thursday, September 8, 2022	You will be charged a \$150 termination fee and a prorated daily charge until termination is effective.
For Fall 2022	Licensee approved for change of assignment to housing where dining plan not required and room change completed by Wednesday, September 7, 2022	On or after Thursday, August 18, 2022, and no later than Wednesday, September 7, 2022.	No later than Thursday, September 8, 2022; otherwise, change will take effect for Spring 2023 semester	You will be charged a \$150 termination fee and a prorated daily charge for dining plan until room change of assignment is completed.

For Spring 2023	Licensee not required to have dining plan in current housing assignment	On or after Thursday, September 8, 2022 and no later than Wednesday, February 7, 2023.	No later than Thursday, February 8, 2023	You will be charged a \$150 termination fee and a prorated daily charge until termination is effective.
For Spring 2023	Licensee requests approved for change of assignment to housing where dining plan not required and room change completed by Wednesday, February 7, 2023	On or after Fridayday, January 20, 2022, and no later than Wednesday, February 7, 2023.	No later than Thursday, February, 8, 2023	You will be charged a \$150 termination fee and a prorated daily charge for dining plan until room change of assignment is completed

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 Dining Services facility. Use of Licensee's OtterCard by someone else 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 Standards for Conduct. Unacceptable behavior including food fights and trashing tables or failure to adhere to policies may result in permanent removal of a student from the Dining Commons. Licensees must comply with reasonable requests of Dining Services and University staff while in any Dining Services facility.

21l. Dietary Concerns. If Licensee has any dietary restrictions due to food allergies, food intolerances, and/or other dietary concerns, notify CSUMB Student Disability Resources (SDR) as soon as possible. SDR, along with 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. Additional Dining Plan Information. Additional information and provisions are available at <https://csumb.edu/dining/>.

22. 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 required to be vaccinated against COVID-19 unless approved for a medical or religious exemption before Move-In as stipulated in Section 2. Licensees seeking exception to this requirement must contact Student Disability Resources to complete a housing accommodation.

22a1. Students who have an approved exemption must follow all other CSUMB guidelines for unvaccinated students to remain eligible to live on campus.

22b. Licensee retains responsibility for cleanliness and sanitization of assigned unit throughout Fee Period.

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.



California State University
MONTEREY BAY
Student Housing and Residential Life

2022 - 2023

FAMILY LICENSE ADDENDUM

1. FAMILY LICENSE. Under this License, Licensor grants permission to Licensee and their eligible partner and/or dependents to use the housing facilities during the “Fee Period” (as described in *Section 2. 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 one living unit in Frederick Park assigned to the Licensee and to any dining plan. Submission and acceptance of an application does not guarantee space in student housing or a specific housing living unit. Licensee agrees to make payments to the University or its designee 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.

2. FEE PERIOD FOR FAMILY LICENSE; OCCUPANCY

2a. Academic Year Fall 2022 - Spring 2023 Fee Period: Family Licensee is permitted to occupy a unit within the housing facilities and to participate in a dining plan for the Fee Period, which begins Monday, 9 am, August 1, 2022, and runs through 12 pm, Friday, June 30, 2023. The Fee Period for licensees residing on campus for Fall 2022 only and who are not assigned to live on campus in Spring 2023, due to an approved License cancellation (see Section 12), ends at 12 pm on December 17, 2022.

2b. Spring Semester 2023 Fee Period: The Fee Period for new Spring 2023 licenses begins Monday, 9 am, January 2, 2023, and runs through 12 pm, Friday, June 30, 2023.

2c. Summer 2023 Fee Period: Licensees who have Academic Year 2023-2024 reservations in the same unit as their 2022-2023 will be automatically approved for summer housing and permitted to stay in their units between July 1, 2023 and the beginning of the 2023-2024 License.

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. Residents approved to remain in the assigned unit between the Spring 2023 Fee Period and Fall 2023 Fee Period will be billed the monthly rate based on the Spring 2023 Fee Period until the beginning of the next academic year license.

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

3. ELIGIBILITY.

3a. A Licensee may be approved for a Family License only in the East Campus housing area. A Licensee qualifies for a Family License by meeting and providing documentation to the following requirements:

3a1. Licensee must be 18 years of age or older and be a full-time student at CSUMB as defined herein; and,

3a2. 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. ASSIGNMENTS.

4a. A Licensee who has obtained permission for a Family License is authorized to allow a spouse, domestic partner, or dependent occupants to reside in the living unit by uploading additional documentation to the Licensee's housing application. The Licensee's approved spouse or domestic partner will also be required to sign the License via AdobeSign. Additional occupants may not have an outstanding balance with the University or Greystar.

4a1. "Other family member occupants" is limited to a spouse, domestic partner, or dependent under the age of 18.

4a2. Family unit occupancy limit is 5 residents per 2 bedroom unit.

4a3. All occupants must present proof of age prior to the beginning of the Fee Period. Any dependent reaching the age of 18 during the Fee Period may continue to reside in the living unit for the remainder of the Fee Period. Dependents over the age of 18 will not qualify to remain an occupant of the unit for the following academic year, unless they are still enrolled in high school or at CSUMB.

4a4. Other family member occupants with an outstanding balance or account in delinquency status with the University may be considered ineligible to reside in the living unit.

4b. Family units are unfurnished and located on specific courts in Frederick Park. A Licensee approved for a Family License will be assigned to live on a family court, as designated by SHRL. In the event of no available units on family courts, the Licensee may be assigned to a non-designated family court in Frederick Park per approval by SHRL.

4b1. Should a family licensee reside on a non-designated family court and availability on a designated family court(s) become available, licensee may be assigned and required to relocate to a housing unit on such designated court.

5. DAMAGES. Licensee will be held responsible for all behavior of additional occupants' and any damage caused to the assigned housing unit.

6. GENERAL.

6a. Communication. Official information to Licensee on housing and dining matters will be communicated through the Licensee's CSUMB email account. Other family member occupants will not be included in official communication, nor can that represent the Licensee in official matters other than granting permission for right of entry. 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, licensee assigned unit, or posted in housing buildings.

6b. Right of Entry. The Licensee or Licensee's spouse or domestic partner may consent at the time of requesting service for maintenance (e.g., electrical, plumbing, water, repairs, etc.). During normal working hours when the Licensee has requested service, notice is only waived for the purpose of the requested service.