



2020 - 2021

MAIN CAMPUS

HOUSING & DINING PLAN
LICENSE AGREEMENT

This License Agreement ("License" or "Agreement") is entered into by the person named on this License Agreement ("Licensee") and the Trustees of the California State University, acting by and through California State University Monterey Bay ("CSUMB"), and the University Corporation at Monterey Bay ("Corporation"), (together referred to as "University" or "Licensor"). The Student Housing & Residential Life ("SHRL") office administers this License on behalf of University unless otherwise noted. This License for housing and a dining plan is for the 2020-2021 academic year, Fall 2020, Winter 2021, and Spring 2021 semesters or, for a new Spring 2021 Licensee, only for the Spring 2021 semester ("Fee Period"). Submitting an online or hard-copy version of this Agreement to the University (including an Agreement signed by a parent or legal guardian for student under 18 years of age) shall constitute acceptance of the Agreement terms and condition by the Licensee. This Agreement is considered accepted by the University on the date which the University sends an official housing confirmation letter or email to the Licensee.

ADHERENCE TO RULES AND REGULATIONS

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

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

1. LICENSE.

Under this License, Licensor grants permission to Licensee to 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 a dining plan. Submission of an application does not guarantee space in student housing or a specific housing living unit. This License is not intended to create any interest in real property, taxable, possessory, or otherwise.

2. FEE PERIOD; OCCUPANCY

2a. 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, 8 am, Aug 21, 2020, and runs through 12 pm, Sunday, May 23, 2021, or no later than 24 hours after the Licensee's last spring final examination (whichever occurs first in time). For room access over winter break, see *Section 3-Winter Break Access*.

2b. The Fee Period for new Spring 2021 licenses begins at 8 am, Friday, January 22, 2021, and runs through 12 pm, Sunday, May 23, 2021, or no later than 24 hours after the Licensee's last

spring final examination (whichever occurs first in time).

2c. All housing will be open and available for Licensee to stay during the Fall Break Monday, November 23 through Friday, November 27, 2020, Winter Break from Saturday, December 19, 2020 through Friday, January 22, 2021, and Spring Break from Monday, March 29, 2021 through Friday, April 2, 2021, at no additional cost. Note that many customary services will be limited or not available during these breaks including dining, front desk and mail services.

2d. Licensee shall timely depart the housing facility at the end of fall semester. Licensee may leave personal belongings in their room during the Winter Break if they are returning for the spring semester, but Licensee will not have access to their room during the Winter Break unless registered in accordance with *Section 3-Winter Break Access*. Licensee is encouraged to take their valuable items with them during the Winter Break.

2e. For Licensees who want to stay in housing and attend summer classes in Summer 2021, the Licensee will need to timely complete a separate application during Spring 2021 and be approved for summer housing.

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

3. WINTER BREAK ACCESS.

Winter Break is from 12 pm, Saturday, December 19, 2020, through 8 am, Friday, January 22, 2021. Licensees needing access to their assigned room for all or part of Winter Break must register no later than November 1, 2020. Licensee may not have any balance due for fall semester housing and dining plan, and be assigned to live on campus in Spring 2021 in order to stay in housing over Winter Break. The campus is closed between Friday, December 25, 2020, and Wednesday, January 1, 2021. During all of Winter Break food services and other customary services will be unavailable or limited, including front desk and mail services.

4. ELIGIBILITY.

Licensee must be enrolled full time (12 units undergraduate /8 units graduate/6 units credential program) in pursuit of a degree at CSUMB to be eligible for occupancy under this License. The Licensee must qualify for housing eligibility 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 and owing. Failure to maintain eligibility may result in the revocation of this License. Eligibility for occupancy also includes satisfactory payment history with the University.

5. REQUIRED RESIDENCY ON CAMPUS.

All CSUMB freshmen and sophomores are required to live in housing on campus and purchase a dining plan unless an exception applies. Exception 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.

6. ENHANCEMENT OF EDUCATIONAL EXPERIENCE.

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

7. APPLICATION, FEES, RATES.

7a. Application.

7a1. To apply for housing and dining plans, the applicant must be admitted to the University in good standing. All new and returning students, including all financial aid recipients, must pay a \$200 Reservation Fee, comprised of a \$50 nonrefundable application fee and a \$150 License Pre-Payment. These payments, the online housing application and an electronically signed License must be submitted in full before the License is accepted by SHRL. These payments may not be deferred for financial aid payment. Upon acceptance by SHRL, all terms are binding, and the License will be considered for a housing bed space assignment. Applications will not be processed without these payments and failure to remit correct payment could result in delayed processing or loss of Licensee's option for housing space. Licensee's past balances must be paid in full for any housing and dining plan fees for previous fee periods.

7a2. The \$150 License Pre-Payment will be applied to Licensee's fall charges (or spring charges, if a new spring Licensee) for housing and any applicable dining plan fees ("License Fees"). It is applied directly to the dining plan fee (if applicable), then the housing fees, and then any other fees accrued to Licensee's student account.

7b. Rates.

7b1. All Licensees are subject to the current Fee Period rates for the assigned living unit, bed space and dining plan.

7b2. Undergraduate Licensees who apply for and move into student housing, participate in Reservation Days (typically scheduled in February and March each year), and continue to reside on campus in consecutive fee period(s) may be provided "Rate Lock pricing" for housing for this Fee Period. The detailed Rate Lock rates and rules are set forth at <https://www.csumb.edu/housing/rate-lock>. Failure to timely apply, as defined by SHRL, could also result in loss of Rate Lock pricing for this and future Fee Periods. Dining plan fees are not included in the Rate Lock pricing and dining plan will be provided at the current year pricing.

7c. Fees.

7c1. Timely payment of License Fees is required by the Payments Schedule due dates each semester. Due dates are firm, even those that fall on weekends or holidays as payments may be made online, 24 hours per day.

7c2. University may not issue a housing room key or may restrict building or room access until after tuition, student fees, housing and dining plan fees have been timely paid for the semester. This payment may be satisfied by either:

- a.** Full payment of tuition and CSUMB student fees and the License Fees for housing and dining plan, OR
- b.** Payment of tuition and CSUMB student fees and the first payment in the Payments Schedule for License fees. See Section 8(a) – Payments. Schedule.

7c3. For tuition only, payment of CSUMB student fees and the initial installment of a tuition payment on a University-approved Tuition Installment Payment Plan (TIPP) will satisfy the payment of tuition for move-in purposes. See [https:// www.csumb.edu/cost/installment-payment-plan](https://www.csumb.edu/cost/installment-payment-plan) regarding terms and conditions for a TIPP.

7c4. Housing and dining plan fees will vary depending on which housing facility and bed space Licensee is assigned and, as applicable, which dining plan is selected by Licensee.

8. PAYMENTS.

8a. Schedule

8a1. Licensee's annual License Fees are due according to the Payments Schedule, consisting of three (3) equal installments 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. Postmark dates are not considered the paid dates.

8a2. Late fees will be assessed on all late or insufficient payments and recurring monthly on overdue balances.

8a3. If any financial aid/scholarship is awarded to Licensee and there are funds remaining after tuition fees are paid, these funds are applied toward other University debts on the Licensee's account such as dining plan and housing fees. Payments made by or on behalf of Licensee will be applied in this order, 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.

8a4. Licensee agrees to review account balance information regularly through their student account and make a payment on or before the published Payments Schedule due dates.

8b. Financial Aid Student Fee Deferment

8b1. The Reservation Fee, consisting of the application fee and the License Pre-Payment, are due upon application for this License. These payments may not be deferred for financial aid payment.

8b2. The remaining balance of License Fees, due according to Payments Schedule, will be deferred for a Licensee who is receiving enough federal, state or other financial aid to cover the balance of the housing and dining plan fees and that such aid will be distributed to the Licensee at or no later than the add/drop deadline of the Fee Period. No deferment shall continue beyond this add/drop deadline for the respective semester without pre-approval of SHRL. 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.

8b3. A payment deferment will not decrease the amount owed for housing and dining plan fees.

8b4. Agreement to this License authorizes and directs the University to deduct payments from Licensee's financial aid monies and assigning such payments directly to Licensor for any debt obligation of Licensee arising out of this License. Licensee shall receive any remaining balance after all outstanding University fees have been paid.

8b5. Licensee is responsible for timely paying the License Fees that are not covered by financial aid within ten (10) calendar days of final disbursement of financial aid but no later than the deferment dates for the respective terms, September 4, 2020 for Fall 2020 and February 5, 2021 for Spring 2021:

- a.** If the financial aid received is insufficient to cover the housing and dining plan fees due; or,
- b.** If Licensee receives a financial aid disbursement prior to housing and dining plan charges being posted to student's account and so those fees are not paid automatically through the financial aid disbursement; or,
- c.** Revisions or adjustments to the financial aid award package after approval for payment deferment causes a shortage in covering total fees.

8c. Payment Methods

8c1. 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.

8c2. University shall apply all payments made by Licensee to CSUMB financial obligations according to due date and CSUMB priority. The Licensee shall monitor their account balances through the use of the CSUMB Dashboard. The License Pre-Payment will be applied to License Fees and any cancellation penalties incurred by Licensee.

8c3. Payments shall be made in US dollars only.

8c4. 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% non-refundable 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, 2020 and January 1, 2021 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>.

9. ASSIGNMENTS.

9a. Bed spaces are assigned based on availability at the time assignments are made. University shall assign each Licensee to a specific room and bed space and Licensee must occupy only the assigned bed space. The Licensee agrees to accept assigned roommate(s).

9b. The University may require a Licensee to move to a different living unit or bed space for reasons such as but not limited to:

- 9b1.** Maintenance or closure of an area;
- 9b2.** Changes of use in space;
- 9b3.** Crisis, safety, or emergency situations;
- 9b4.** Student Code of Conduct violations;
- 9b5.** Unresolvable incompatibility of roommates; and
- 9b6.** Occupancy management needs.

9c. 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. The Housing Transfer fee may be waived once per Fee Period if approved during the semester room change process. 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.

9d. Any unapproved transfer by a Licensee or occupation or utilization of a bed space or any other part of a housing building or living unit that is not assigned to a Licensee will result in the Licensee returning to their original living unit, a fine of \$50 per day liquidated damages charges, and any additional fees for cleaning bed spaces or living units and/or common area spaces, as well as disciplinary action.

9e. This License, and the assigned bed or space, may not be assigned, transferred, or sublet by Licensee.

9f. All unassigned living units, rooms and bed spaces must always be prepared and ready for a new licensee/roommate or Licensee may be charged \$50 per day liquidated damages charges and any additional fees for cleaning bed spaces or living unit, and/or common area spaces, and disciplinary action, and/or the cost of occupying the additional living unit, room or bed space.

9g. 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. A Licensee may also be offered the opportunity to occupy a living unit at a different rate, including buying out another bed space within a living unit.

9h. 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.

9i. In the event that a bed space or living unit is destroyed or becomes unavailable as a result of conditions not reasonably foreseen at the time this License is made and University has no available alternative living unit or bed space, University shall have no liability to Licensee except to promptly refund the pro-rata share of any license payments charged or

paid applicable to periods after Licensee was required to vacate. Refunds do not include non-refundable fees assessed to Licensee due to damages or violation of the terms of this License. Such conditions include, but are not limited to, health and safety emergencies, damage caused by floods, landslides, fire, earthquake or other natural disasters and vandalism; compliance with state or federal law; unanticipated interruption of basic services; and a drop in the rate of cancellations not reasonably foreseen by the University, if such a drop results in an overbooking of available housing facilities.

9j. 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.

9k. 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.

9l. No Licensee shall cohabitate in any bed space, room or living unit with a person other than the assigned roommate(s). No other persons may occupy the bed space, room, or living unit.

10. LICENSEE REQUIREMENTS.

10a. Licensee will:

10a1. Follow established procedures and restrictions as to daily or overnight guests and visitors and be held responsible for their guests' and visitors' conduct;

10a2. Not make alterations in the housing facilities without express consent;

10a3. 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;

10a4. Comply with all fire safety rules and requirements, including restrictions of candles, incense, and open flames on campus;

10a5. Timely notify University of needs for maintenance, repairs, bug infestation, health conditions; however, will not be allowed to perform or arrange for others to perform any repairs to damages or any corrections of deficiencies in the facilities whether during the Licensee's residency or upon cancellation of the License;

10a6. Give reasonable care, wear, and tear to the assigned bed space and living unit and furnishings, and to make payment for any damage or loss promptly upon demand by the University;

10a7. 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).

10a8. 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;

10a9. Make appropriate arrangements with University and SHRL for any service or emotional support animal prior to the beginning of each academic term and be solely responsible for care, conduct and sanitation of and from such approved animals; and

10a10. 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,

10a11. Not use dining or living rooms, closets or storage areas, kitchens or common areas as bedrooms or bed spaces.

10b. Required Meningococcal Response Filing. All students licensed to live on-campus, including East Campus, must acknowledge receipt of information about meningococcal and availability of vaccines during the online housing application process.

10c. Emergency Contact Information. Licensee agrees to provide emergency contact information prior to move-in date. If Licensee fails to provide complete and accurate emergency contact information by the specified date, Licensee may have a hold placed on student records preventing Licensee from accessing campus services including registration and transcripts.

10d. 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.

10e. Keys. Room and mailbox keys shall not be duplicated. Installation or change of any lock, locking device or bolt or latch on doors or windows is strictly forbidden.

11. INSURANCE.

11a. University assumes no responsibility for any property of Licensee, which is stolen, damaged, vandalized or destroyed in a housing facility or on the campus, including parking areas, at any time and including periods when Licensee is not in occupancy or after the term of the occupancy has expired and including if due to circumstances beyond the reasonable control of the University, including acts of nature, e.g. flood, earthquake, and unusual weather conditions. University highly recommends that Licensee, at Licensee's expense, obtain appropriate personal and/or rental insurance to include personal liability for damage to University property as well as Licensee's own property. Licensee understands that an option to buy insurance through GradGuard during the room selection process or opt out with the understanding that Licensee retains personal responsibility for any damages incurred to facilities or to personal belongings.

11b. The University does not maintain individual or group health and accident insurance for students. The University highly recommends that Licensee obtain health and accident insurance.

12. DAMAGES.

12a. 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 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.

12b. 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.

13. GENERAL TERMS- CANCELLING OR TERMINATING THE LICENSE

13a. Any cancellation or termination request by Licensee automatically includes consideration of both the housing and the dining plan, unless otherwise agreed by the University. Licensee's dining plan will become invalid upon cancellation or termination of License unless otherwise agreed by the University.

13b. Notifying any other University office does not satisfy the obligation to notify SHRL. The cancellation or termination request date will be considered the date the request form, with appropriate supporting documentation, is received by the University through mail or electronic means.

13c. Cancellation or termination of this License shall not release Licensee from the obligation to pay any charges due and payable under this License including, but not limited to, daily prorated charges for housing 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.

13d. No License terminations will be approved or credited for any reason during the last two weeks prior to the end of any semester.

13e. Cancellation Fee. The \$150.00 License Pre-Payment may be refunded if the cancellation request is received by June 1, 2020 for Fall 2020 and November 1, 2021 for Spring 2021 licenses. Cancellation requests received between June 2 and August 20, 2020 for Fall 2020 and November 2 and January 20, 2021 for Spring 2021 will be subject to a \$150.00 cancellation fee, which will be paid with the \$150.00 License Pre-Payment. A cancellation fee of \$300.00 applies anytime during the fee period (August 21, 2020 to May 23, 2021) unless other conditions stipulated within *Section 14-Cancellation* are met. The Licensee will forfeit the nonrefundable \$50.00 application fee in all cases.

Fall Semester	Cancellation Request Due By	Cancellation Fee
Fall 2020	Before June 1, 2020	\$0
Fall 2020	Between June 2 and August 20, 2020	\$150 cancellation fee
Fall 2020	On and After August 21, 2020	\$300 cancellation fee. See Section 14.
New Licensee Spring Semester	Cancellation Request Due y	Cancellation Fee
Spring 2021	Up to November 1, 2020	\$0
Spring 2021	Between November 2 and January 20, 2020	\$150 cancellation fee
Spring 2021	On or After January 21, 2021	\$300 cancellation fee

14. CANCELLATION.

14a. 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. Licensee will forfeit the nonrefundable application fee in all cases. Note that freshmen and sophomores may not cancel their license unless they submit the required exception form and are approved for an exception to the live-on requirement.

14b. 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, 2020 for Fall or, for Spring, after January 14, 2021
\$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 plus 30 days housing and dining plan fees at actual rate

14c. No Show Cancellation. A Licensee who does not request cancellation prior to the Fee Period start date and fails to check-in and claim their assigned housing space or to make alternative arrangements for late move-in will have their license cancelled by University.

Term	No Show Date	Cancellation Fee if Licensee Not Enrolled	Cancellation Fee if Licensee Still Enrolled
Fall 2020	After Thursday, August 27, 2020, 9 am	\$300 cancellation fee plus 30 days’ housing and dining plan fees at actual rate	Full Fee Period for housing and dining plan unless they qualify for exception and request to vacate the License per <i>Section 14-Request to Cancel License</i>
New Licensee for Spring 2021	After Thursday, January 28, 2021, 9 am	\$300 cancellation fee plus 30 days’ housing and dining plan fees at actual rate	Full Fee Period fees for housing and dining plan unless they qualify for exception and request to vacate the License per <i>Section 14-Request to Cancel License</i>

15. TERMINATION OF LICENSE BY LICENSEE.

15a. After the Fee Period starts, Licensee may submit a Request to Terminate License Agreement form to request termination of the license and notify 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. University will review Licensee’s request to vacate the facilities and terminate the License based on the exception standards contained in the SHRL Community Standards and Sections 42000-42103, Title 5, California Code of Regulations, and may be approved if one of the following circumstances exists:

15a1. Licensee is a member of the International Program on a one-semester only exchange;

15a2. Licensee is to participate in a CSUMB approved academic program and living on campus would not be possible;

15a3. Licensee graduates from the University;

15a4. Licensee is qualified to live off campus under freshman-sophomore on-campus residency exception;

15a5. 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;

15a6. Licensee is academically disqualified from the University;

15a7. Licensee has married since signing the License or has a marriage pending within four weeks;

15a8. Licensee has orders for Military Active Duty deployment during the Fee Period; or,

15a9. 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.

15b. Housing will conduct a mid-term enrollment review of all licensees released from their licenses due to withdrawal. In the event the Licensee has enrolled during that academic year subsequent to their release from their License, the balance of fees associated with the original License may be reinstated in full and the Licensee may be referred to Student Conduct for misrepresentation.

15c. No refund under this License will be authorized for any reason during the last two (2) weeks of fall semester or the last two (2) weeks of spring semester.

15d. No freshman-sophomore residency exception request for fall semester will be accepted or approved for fall semester after August 20, 2020. No freshman-sophomore residency exception request for spring semester will be accepted or approved for spring semester on or after January 21, 2021.

15e. If an exception is NOT approved, the License will not be terminated and Licensee will be responsible for housing and dining plan fees for the full Fee Period.

15f. The Daily Rate consists of the per day housing fee, and, if applicable, the per day dining plan fee.

15g. If an exception is approved, Licensee is responsible for the Daily Rate 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 terminated <u>end of fall semester at 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.
Freshman- sophomore residency exception	At least 30 days' notice prior to the end of the fall semester or spring semester	License is terminated <u>at the end of fall semester and \$300</u> cancellation fee applies. May be charged Daily Rate for each day that notice is less than the required 30 days
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
Marriage	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

16. EXPIRATION, TERMINATION, REVOCATION OF LICENSE BY UNIVERSITY.

16a. Normal Expiration. The License conferred by this Agreement shall expire on the date specified in *Section 2. Fee Period; Occupancy* of this Agreement.

16b. Revocation by the University. The University may revoke this Agreement and initiate removal and/or banishment of a License upon the occurrence of any of the following reasons:

16b1. Nonpayment of housing charges or fees;

16b2. Failure to be enrolled in the required number of academic units;

16b3. 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;

16b4. Possession of any firearm, knife, deadly weapon, ammunition, fireworks, explosives or dangerous chemical;

16b5. Misuse, abuse, theft or destruction of campus property or misuse, abuse, theft or destruction of the property of any member of the campus community;

16b6. Physical abuse towards any campus community member or the threat of such abuse;

16b7. Falsification of any legitimately required information requested by the University;

16b7. 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;

16b8. Administrative necessity of the University;

16b9. The Licensee’s breach of any term or condition of the Agreement, including failure to abide by University Housing Policies and Regulations.

Removal of a Licensee will generally be proceeded 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.

16c. Licensees who have had a previous license revoked may be denied future occupancy.

16d. If a License or part of the License is revoked, Licensee is responsible for the 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	\$300 Cancellation Fee and 30 days' housing and dining plan fees at Daily Rate
Breach of License or related terms, including failure to pay fees	\$300 Cancellation Fee and 30 days' housing and dining plan fees at Daily Rate
Administrative necessity	No cancellation fee

16e. Revocation of Dining Plan Only. In extraordinary circumstances, University may terminate only the Licensee’s dining plan for conditions per *Section 16-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.

17. VACATING OR MOVING OUT OF THE HOUSING FACILITY.

Licensee shall vacate the housing facility on the expiration of the Fee Period or upon cancellation or termination of this License, whichever comes first. The bed space, room or living unit shall be considered vacated after all areas including parking and storage areas are clear of Licensee’s belongings and the University checkout procedures are completed. For failure to timely vacate the facilities Licensee may be charged the Daily Rate for dining plan fees and for housing and may be subject to eviction in the manner provided by the law of the State of California. The University may charge any other applicable fees or charges.

18. 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.

19. ABANDONED PROPERTY.

Any property of the Licensee remaining in the housing facility after expiration or termination of the license shall be deemed abandoned property and University may take possession of and dispose of

such property in any manner it deems appropriate in accordance with University regulations and applicable law without any liability to the University. Licensee will be held responsible for any fees associated with the removal of abandoned property.

20. OTHER FEES.

20a. 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.

20b. 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.

20c. Improper Checkout Fee. Failure to complete the proper check-out procedures may result in Licensee being charged a \$75 non-refundable improper check-out fee.

20d. Keys. Lost or damaged keys will result in a re-key fee subject to the area in which the Licensee is assigned according to the room damages schedule.

20e. Returned Checks. Checks (paper and electronic) returned to the University by the bank upon which they were drawn will be subject to a non-refundable \$25 returned check fee the first time and a non-refundable \$35 returned check fee the second or any subsequent time. Licensees are liable for balance due plus fees under Civil Code Section 1719 for triple the amount of the check (a minimum of \$100 and a maximum of \$500) if funds necessary to cover the check is not received within ten (10) calendar days following a written notice. Licensees may also have their License terminated for non-payment of a dishonored check debt. If Licensee gives the University two (2) successive checks that are returned for nonpayment during the term of this License, then any future amounts due hereunder shall be payable only by cashier's check or money order. This policy will be applicable throughout the balance of either the initial term or any renewal or extension thereof.

20f. Notice to Pay Rent/Perform Fee. The Licensee agrees to pay a \$50 processing fee for administrative services if the University must provide notice to Licensee due to the Licensee's failure to pay rent or any fees due or to perform a material requirement of this License and:
The Licensee pays the rent or performs the requirement;
The University agrees to rescind such Notice; or,
The Licensee does not pay the rent and fees due or perform the requirement as required.

20g. 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.

20h. Liquidated Damages. Liquidated damages are imposed under certain conditions as set forth in this license. The Licensee agrees that the noted liquidated damages are reasonable and are presumed to be the amount of damage sustained by the University because it is impracticable or extremely difficult to fix the actual damage.

21. REFUNDS.

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

22. INDEBTEDNESS.

22a. Failure of Licensee to satisfy the financial obligations of this License may result in any one or a combination of the following:

22a1. Late fee and other fees in accordance with this License;

22a2. 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;

22a3. Revocation of the License with financial penalties;

22a4. Eviction including attorney fees and costs;

22a5. Notification of default to credit bureau organizations;

22a6. Legal action including use of collection agencies, by CSUMB and Corporation, to collect unpaid obligations or enforce rights;

22a7. Payment for costs for attorney fees and other reasonable collection costs and charges accrued during the collection of said amounts; and,

22a8. Offset of paychecks, loans, grants, scholarships or any refunds payable through the University.

22b. Licensee agrees that housing and dining plan fees are an extension of credit for living expenses and are considered an educational debt.

23. DINING PLANS.

The License automatically includes a required residential dining plan for all freshman Licensees and Licensees of all class status in designated areas on campus. All other Licensees within housing may opt to purchase a dining plan.

23a. Residential Dining Plans. Most freshman students will be assigned to Residence Halls (Cypress, Asilomar, Willet, Manzanita, Yarrow, Avocet, Tortuga, and Sanderling). All freshmen living on campus must have one of the three (3) residential freshmen dining plans for the entire academic year. There are an additional two (2) other residential dining plans and all students living in Residence Halls or in the North Quad Suites (Pinnacles and Vineyard) must have one of the five (5) residential dining plans.

23b. 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.

23c. Meals and Dining Dollars. The dining plan includes access to the All-You-Care To-Eat facility (Dining Commons) 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; these passes expire each semester.

23d. Rollover; Expiration. Unused Meal Blocks and Dining Dollars at the end of the fall semester roll over to the spring semester if the Licensee is still holding a residential dining plan in the spring semester. For the plans that have unlimited Dining Commons access for a portion of, or for the whole week, no Meal Blocks roll over to spring semester. Licensee may spend rollover fall Meal Blocks and Dining Dollars during Winter Break for the venues that may be open. Spring Meal Blocks and Dining Dollars are not available until Spring move-in day. Unspent guest passes do not roll over to spring semester. Unspent Meal Blocks and Dining Dollars remaining at the end of the spring semester expire and are forfeited.

23e. Up to Date Payments.

23e1. Fall Meal Blocks and Dining Dollars may be withheld pending payment by a Licensee who, as of Wednesday, August 19, 2020, owes fees for the Fall dining plan and does not have adequate financial aid to pay the Fall dining plan.

23e2. Spring Meal Blocks and Dining Dollars and any Fall rollover Meal Plan and Dining Dollars may be withheld pending payment by a Licensee for Spring semester who, as of Wednesday, January 20, 2021, 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.

23f. Dining Plan Schedule. Dining Dollars and Meal Blocks will be available for use at various dining venues beginning with brunch, Friday, August 21, 2020, and ending with brunch, Saturday, May 22, 2021. 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.

23g. Dining Plan Changes.

23g1. Dining Plan Changes and Billing. Licensee is required to pay for the dining plan for which Licensee is billed within the specified time, even if Licensee later changes the dining plan. Separate charges or credits resulting from such changes will appear on Licensee's account after each change. Licensee is obligated to pay any additional costs related to any changes in the Licensee's dining plan. Licensee is responsible for the selected dining plan daily rate through the effective change or termination date.

23g2. 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.

23g3. Adding or Increasing A Dining Plan at Any Time. The Licensee may add a new dining plan if Licensee has no other dining plan or may increase the dining plan level at any time during the semester. A Licensee may only hold one dining plan at a time, whether it is a residential or a commuter dining plan.

23g4. Add Meal Blocks and Add 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 dining plan; Licensee may not add a second dining plan. Added Meal Blocks may be added to any 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 on May 22, 2021.

23g5. Limited Changes. The dining plan can be changed only once each semester.

23h. Plan Cancellation Prior to Move-In Day. Only Licensees who contracted to have a residential dining plan but who are not required to have a dining plan may request cancellation of the dining plan only prior to move-in day for that semester:

Term	Who Can request	Request Cancellation By	Effective Date	Cancellation Fee
For Fall 2020	Licensee not required to have plan	Through August 20, 2020 (prior to move-in day)	No later than Friday, August 28, 2020	Fall dining plan cancelled and daily charge for dining plan from August 21, 2020, through effective cancellation date and no cancellation fee
For Spring 2021	Licensee not required to have plan	Through January 21, 2021 (prior to move-in day)	No later than Friday, January 29, 2021	Spring dining plan cancelled and daily charge for dining plan from January 22, 2021, through effective cancellation date and no cancellation fee

23i. Plan Terminations or Decreases After Move-In Day.

23i1. For Licensees commencing in the Fall semester note that this is a full-year license for Fall and Spring semester dining plans. There is a \$150 termination fee for any dining plan termination after move-in day for the semester. No dining plan termination request will be approved or credited for any reason within the last two weeks prior to the end of a semester.

23i2. In very limited circumstances Licensee may request dining plan termination after move-in day for each semester per the following terms:

Term	Who Can Request	Request Termination By	Effective Date	Termination Fee
For Fall 2020	Licensee not required to have plan in current housing assignment	On or after August 21, 2020, through add/ drop date of Monday, September 4, 2020	No later than Friday, September 11, 2020	Fall dining plan terminated and daily charge for dining plan up through effective termination date and \$150 termination fee
For Fall 2020	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 September 7, 2020, through September 11, 2020	After approval by Licensor and Licensee completion of room transfer process	Fall dining plan decreased and \$50 change fee, OR as requested, Fall dining plan terminated and daily charge for dining plan until room transfer process completed and \$150 termination fee
For Spring 2021	Licensee not required to have plan	On or after Friday, January 22, 2021, through add/drop date of Monday, February 5, 2021	No later than Friday, February 12, 2021	Spring dining plan cancelled, daily charge for dining plan up through effective cancellation date and \$150 cancellation fee
For Spring 2021	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 8, 2021, through February 12, 2021	After approval by Licensor and Licensee completion of room transfer process	Spring dining plan decreased and \$50 change fee, OR as requested, Spring dining plan terminated and daily charge for dining plan until room transfer process completed and \$150 termination fee

23j. OtterCard Access. Licensee's OtterCard, which is used to access the dining plan, must be presented to the cashier for each purchase and on demand by dining staff 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.

23k. 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.

23l. 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.

23m. Dietary Concerns. If Licensee has any dietary restrictions due to food allergies, food intolerances, and/or other dietary concerns, notify SHRL as soon as possible. SHRL, along with 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.

23n. 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.

23o. Additional Dining Plan Information. Additional information and provisions are available at <http://campus-dining.com/csumb/>.

24. GENERAL.

24a. The University shall have the right to enter the premises occupied by Licensee for emergency, health, safety, maintenance, management of applicable rules and regulations or for any other lawful purpose. The University shall give the Licensee reasonable notice of intent to enter a living unit, except in cases of:

24a1. Life, health, or safety emergencies or building evacuation;

24a2. Abandonment of the living unit by either the Licensee or Licensee's roommate(s);

24a3. The Licensee or Licensee's roommate(s) 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.

24b. The University is not responsible for the continuation of mail, heating, maintenance or security service at normal levels in the event of a natural disaster, strike or lockout of public employees or suppliers' employees, power, water or sewer interruptions from on- or off-campus sources or in the event of other causal events beyond the University's control or reasonable anticipation. The University is not responsible for construction noise or disruptions associated with nearby construction sites or activity.

24c. Information to Licensee on housing and food service matters will be communicated primarily through the Licensee's CSUMB email account. Residents are responsible for checking for email communications on a regular basis and are responsible for being aware of the information and following instructions they receive through these messages. Licensee also agrees that University can provide alert and time sensitive information to Licensee by text (SMS) notification to U.S. phone numbers only. The number Licensee provides is deemed private and will be used by University for official notification for business purposes only. There is no cost to users for the SMS notification service; however, mobile users will pay their wireless provider their normal rates for cell and text message usage. Licensees who do not want to receive text (SMS) messages will be allowed to opt out of the system. Other communications may be sent by the University to the on-campus housing mailbox or posted in housing buildings.

24d. The University reserves the right to make other rules and regulations as in its judgment may be necessary for the safety, care and cleanliness of the premises and for the preservation of the educational function of the University. The Licensee agrees to abide by all additional rules and regulations that are adopted. Violations of these rules and regulations may become the basis for disciplinary action. Notification to Licensee may be done by posting the change in central areas of the housing units, sent to Licensee's CSUMB email or delivery to the Licensee at the bed space.

24e. The waiver of any breach of a term or condition of this License shall not constitute a waiver of any subsequent breach. No modification of this License shall be effective unless given in writing by an authorized representative of University within thirty (30) days' written notice. Neither the Licensee nor University may rely on any oral License or representation or any understanding of fact or law that is not expressed in writing. The validity of this License and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State of California. Venue in any action respecting this License or to enforce it shall be in Monterey County, California.

24f. Licensee shall indemnify, defend and hold harmless University Corporation at Monterey Bay, California State University Monterey Bay, the State of California, Trustees of California State University, 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.

24g. 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.

24h. 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.

24i. This Agreement is governed by the laws of the State of California.

24j. The University retains the right to transfer its interest and obligations under this Agreement. The Licensee may not assign or transfer their rights or obligations under this Agreement without the written permission of the University. The Licensee may not sub-license or sublet the Premises to, or permit the occupancy of the Premises by, any other person without the written permission of the University.

24k. This Agreement is subject to change without notice.