

2019-20 EAST CAMPUS STUDENT HOUSING & DINING PLAN LICENSE AGREEMENT

This 2019-20 East Campus Family and Individual Student Housing & Dining Plan License Agreement (“License”) is entered into by the Licensee and California State University Monterey Bay (“CSUMB”) and University Corporation at Monterey Bay (“Corporation”), (together referred to as “University” or “Licensor”). The Student Housing and Residential Life (“SHRL”) office administers this License on behalf of University unless otherwise noted. This License for housing and a dining plan is for Fall 2019 semester and Spring 2020 semester or, for a new Spring 2020 Licensee, only for the Spring 2020 semester (“Fee Period”). Alliance Residential Company, LLC (ARC) is Corporation’s agent as facility manager in East Campus for the Frederick Park student housing area.

Online submission of the housing and dining application, which includes this License, shall constitute acceptance of the License terms and conditions by the Licensee including:

- CSUMB 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 V, California Code of Regulations governing California State University (<http://www.calstate.edu/Title5/>), and all other University rules and regulations governing the conduct of students, and housing and dining plans, as amended from time to time.

1) LICENSE.

- a) Under this License, Licensor grants permission to Licensee to participate in a dining plan and use the housing facilities in East Campus’ Frederick Park during the Fee Period 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. Time is of the essence as to all of Licensee’s obligations hereunder.
- b) Submission of an application does not guarantee space in student housing or a specific housing living unit. Licensee agrees to make payments to the University or ARC as set forth in the payment schedule and fees referenced in this License for any 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.
- c) Any reference to roommate(s) or shared space is applicable to Licensees eligible for an Individual License only.

2) FEE PERIOD; OCCUPANCY; ELIGIBILITY.

- a) A Licensee eligible for a Family License is permitted to occupy multiple bed spaces within one living unit in Frederick Park and to participate in a dining plan for the Fee Period.
- b) A Licensee eligible for an Individual License is permitted to occupy one bed space within one living unit in Frederick Park and to participate in a dining plan for the Fee Period.
- c) The Fee Period for all Licensees begins Friday, 8 am, August 23, 2019, and runs through Saturday, 7 pm, May 16, 2020, or no later than 24 hours after the Licensee’s last spring final (whichever is sooner).
- d) The Fee Period for new Spring 2020 licenses begins Friday, 8 am, January 17, 2020, and runs through 7 pm, Saturday, May 16, 2020, or no later than 24 hours after the Licensee’s last spring final (whichever is sooner).
- e) All housing will be open and available for Licensee to stay during the Fall Break Monday, November 25 through Friday November 29, 2019, and Spring Break from Monday, March 30, 2020 through Friday, April 3, 2020, 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.
- f) INTENTIONALLY OMITTED.
- g) For Licensees who want to stay in housing and attend summer classes in Summer 2020 the Licensee will need to timely complete a separate application during Spring 2020 and be approved for summer housing.
- h) The University shall not be liable for any delay in the delivery of possession of premises.
- i) ELIGIBILITY.
 - i) A Licensee qualifies for an Individual License by meeting one (1) of the following requirements:
 - (1) Licensee must have completed a minimum of 90 units by August 1, 2019, and be a full-time student at CSUMB as defined herein; or,
 - (2) Be 21 years of age or older and be a full-time student at CSUMB as defined herein; or,
 - (3) Be a full-time student in a graduate program at CSUMB.

- ii) A Licensee qualifies for a Family License by meeting the following requirements:
 - (1) Licensee must be 18 years of age or older and be a full-time student at CSUMB as defined herein; and,
 - (2) Licensee must:
 - (a) Be married; or,
 - (b) Be part in 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.
 - iii) Eligibility may also include a review by University of satisfactory payment history with University or ARC, or any other university related to housing, and positive conduct history in student housing and CSUMB.
- 3) INTENTIONALLY OMITTED.
- 4) STUDENT STATUS. Licensee must be enrolled full time (12 units undergraduate /8 units graduate/6 units credential program) in pursuit of a degree at CSUMB to be eligible for occupancy under this License. The Licensee must qualify for housing eligibility and agrees to maintain their eligibility throughout the term of this License. Dropping below the course unit minimum is not considered a standard for cancellation and will not release the Licensee from paying any housing or dining related fees. Failure to maintain eligibility may result in the revocation of this License.
- 5) REQUIRED RESIDENCY ON CAMPUS. All CSUMB freshmen and sophomores are required to live in housing on campus unless they qualify for an exception per *Corporation Policy 410-001-A Student Housing Policy*. See <https://bit.ly/2HxhYZG>. Exception requests must be submitted to SHRL for approval prior to the stated deadline or, if accepted to CSUMB after that deadline, within 10 calendar days of enrollment deposit paid. A student will be expected to have a housing license and dining plan if they do not have an exception approved by SHRL under this policy and will be held responsible for housing and dining fees during the Fee Period.
- 6) ENHANCEMENT OF EDUCATIONAL EXPERIENCE. SHRL staff will work with Licensees to develop a community within the housing facilities to enhance students' educational experience at the University. University shall provide opportunity for input by Licensee into the development of the community. The facilities shall be operated to enhance the social, educational, and recreational opportunities available to Licensee. Licensee agrees to recognize the importance of maintaining the housing facilities as an environment that is conducive for fellow Licensees to study, live, and sleep. While in the housing facilities Licensee agrees not to disturb this environment.
- 7) APPLICATION, FEES, RATES.
 - a) APPLICATION.
 - i) To apply for housing and a dining plan, the applicant must be admitted to the University. All new and returning students, including all financial aid recipients, must pay a \$40 nonrefundable application fee and a License Reservation Deposit. 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 the delayed processing of or loss of Licensee's option for certain housing space. Licensee must be paid in full for any housing and dining plan fees for previous fee periods.
 - ii) The License Reservation Deposit is pre-payment of a portion of the fall charges (or spring if a new spring Licensee). It is applied directly to the dining plan fee (if applicable), then the housing fees, then any other fees accrued to Licensee's student account prior to or after the add/drop deadline for that semester.
 - b) RATES.
 - i) All Licensees are subject to the current Fee Period rates for the assigned living unit, bed space and dining plan.
 - ii) Licensees who previously resided on campus in consecutive fee period(s), and timely submit an approved application and payments prior to or on the published deadline during the Reservation Days in the previous fee period may be provided "Rate Lock pricing" for this current Fee Period. The Rate Lock rates and rules are set forth at <https://www.csumb.edu/housing/rate-lock>. Failure to timely apply could also result in denial of a license. Dining plan fees are not included in the Rate Lock pricing and dining plan will be provided at the current year pricing.
 - c) FEES.
 - i) Timely payment of housing and dining plan fees are required by the due date each semester. Due dates are firm, even those that fall on weekends or holidays as payments may be made online, 24 hours per day.
 - ii) University may not issue housing room key or may restrict building or room access until after tuition, student fees, dining plan fees have been timely paid for the semester, and housing fees have been paid for the first monthly period to ARC. 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> regarding terms and conditions for a TIPP.

- iii) Housing and dining plan fees will vary depending on which housing facility and living unit or bed space to which Licensee is assigned and, if applicable, which dining plan is selected by Licensee.
- iv) A dining plan is optional for East Campus licensees.

8) PAYMENTS.

a) DINING PLAN SCHEDULE

- i) Licensees are billed by the semester for dining plan. All payments must be received and posted to Licensee's account on or before published due dates and in advance of services being provided. Postmark dates are not considered the paid dates.
- ii) Late fees will be assessed on late payments, and recurring monthly on overdue balances.
- iii) Licensee agrees to review account balance information regularly through their student account and make payment on or before published due dates.

b) DINING PLAN FINANCIAL AID STUDENT FEE DEFERMENT

- i) The application fee and the License Reservation Deposit are due upon application for this License. These payments may not be deferred for financial aid payment.
- ii) The dining plan fees will be deferred for a Licensee who is receiving enough federal, state or other financial aid to cover the 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.
- iii) A payment deferment will not decrease the amount owed for dining plan.
- iv) 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.
- v) Licensee is responsible for paying the 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:
 - (1) If the financial aid received is insufficient to cover the dining plan fees due; or,
 - (2) If Licensee receives a financial aid disbursement prior to dining plan charges being posted or paid, and those fees are not paid through the financial aid disbursement; or,
 - (3) Revisions or adjustments to the financial aid award package after approval for payment deferment causes a shortage in covering total fees.

c) INTENTIONALLY OMITTED.

d) DINING PLAN PAYMENT METHODS

- i) Licensee agrees to make timely payment of all fees and charges due. Individual bills are not sent to Licensee for any payments due, including the payment date for the full balance due or payments.
- ii) University shall apply all payments made by Licensee to CSUMB financial obligations according to due date and CSUMB priority. No physical invoice will be issued to Licensee. The Licensee shall monitor their account balances through the use of the CSUMB Dashboard. The License Reservation Deposit will be applied to License fees and any cancellation penalties incurred by Licensee.
- iii) Payments shall be made in U.S. dollars only.
- iv) Payments may be made:
 - (1) At the Campus Service Center located at the Student Services Building, Building 47, first floor.
 - (2) 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, or
 - (3) By mailing in a check or money order. Only checks for funds drawn from a U.S. bank are accepted. Mailed payments are recorded as paid when received by 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 25, 2019, and January 1, 2020, and no mail will be checked by Campus Service Center. Make the check payable to CSUMB and to include your full name and Student ID number on the check. (Do NOT mail in cash payment 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,
 - (4) For international Licensees, students may utilize Flywire. See <http://www.csumb.flywire.com>.

e) HOUSING FEE SCHEDULE AND PAYMENTS.

- i) All Housing fees are due on the first of each month. All housing fees will be paid to and collected by the facility manager, ARC.
 - ii) The first monthly payment to ARC may be deferred for a Licensee who is receiving enough federal, state or other financial aid to cover that rent payment and that such aid will be distributed to the Licensee at or no later than the add/drop deadline of the Fee Period. The Licensee must request such deferment from SHRL and be approved prior to the move-in date for that semester. No deferment shall continue beyond this add/drop deadline for the respective semester without pre-approval of SHRL.
 - iii) Licensees can make online payments through ARC at <http://www.rentcafe.com> or as otherwise noticed to Licensee. Payments may also be made in person to ARC office on East Campus.
 - iv) Late fees will be assessed on late payments, and recurring monthly on overdue balances
 - v) 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 related fees. Payments made by or on behalf of Licensee will be applied to tuition and student fees, then dining plan and housing fees. University will not make payments to ARC on behalf of Licensee and will only apply funds to outstanding balances in the Licensee's student account.
- 9) ASSIGNMENTS.
- a) Living units 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. For Individual Licenses, the Licensee agrees to accept assigned roommate(s).
 - b) The University may require a Licensee to move to a different living unit or bed space for reasons such as, but not limited to:
 - i) Maintenance or closure of an area;
 - ii) Changes of use in space;
 - iii) Crisis, safety or emergency situations;
 - iv) Conduct code violations;
 - v) Unresolvable incompatibility of roommates; and,
 - vi) Occupancy management needs.
 - c) Licensee will be allowed one (1) change of assignment at Licensee request during the Fee Period and as approved by University. This transfer will be subject to a \$50 Housing Transfer fee and cleaning and damages fee 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 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 four (4) weeks of each semester.
 - d) 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 may 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 unit, and/or common area spaces, and disciplinary action.
 - e) No space may be assigned, transferred or sublet by Licensee. License may not be transferred or assigned.
 - f) All unassigned living units, rooms and bed spaces must always be prepared and ready for a new licensee/ roommate, or current Licensee may be charged \$50 per day liquidated damages charges and any additional fees for cleaning bed spaces or living unit, and/or common area spaces, and disciplinary action, and/or the cost of occupying the additional living unit, room or bed space.
 - g) For a Licensee eligible for an Individual License, 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.
 - h) 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.
 - i) In the event that a living unit, room or bed space is destroyed or becomes unavailable as the 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 terms of this License. Such conditions include, but are not limited to, damage caused by floods, slides, fire, earthquake or other natural disasters and vandalism; civil disorder; compliance with

state or federal law; unanticipated interruption of basic services; and a drop in the rate of cancellations not reasonably foreseen by University, if such a drop results in an overbooking of available housing facilities.

- j) For periods requiring short-term vacancy not within University's control, such as campus evacuation, emergency, or general resident safety, University may require short-term vacancy by Licensee in another living unit, room or bed space for which University shall not compensate Licensee.
 - k) 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.
 - l) No Licensee shall cohabitate in any bed space, room or living unit with a person other than their approved family members for Family License or assigned roommate(s) for Individual License. No other persons may occupy the bed space, room or living unit.
 - m) All Licensees must obtain prior written approval of SHRL if any invitee or guest of Licensee will be present at the bed space, room or living unit for more than seven consecutive nights or fifteen days in a calendar year.
 - n) A Licensee who has obtained permission for a Family License is authorized to allow other family member occupants to reside in the living unit by completing and submitting an "Additional Occupant Addendum". All occupants ages 18 and older will also be required to sign the License.
- 10) LICENSEE REQUIREMENTS.
- a) Licensee will:
 - i) Follow established procedures as to guests and visitors and be held responsible for their guests' and visitors' conduct;
 - ii) Not make alterations in the housing facilities without express consent;
 - iii) Comply with all fire safety rules and requirements;
 - iv) Timely notify ARC or University of needs for maintenance, repairs, bug infestation, health conditions; however, will not be allowed to perform or arrange for others to perform any repairs to damages or any corrections of deficiencies in the facilities whether during the Licensee's residency or upon cancellation of the License;
 - v) Give reasonable care to their bed space and living unit and furnishings, and to make payment for any damage or loss promptly upon demand by ARC or the University;
 - vi) 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).
 - vii) Maintain the bed space, room, living unit in clean, safe, and sanitary condition, and vacate it in same condition, reasonable wear and tear expected. The bed space, room or living unit shall be considered vacated after all areas including parking and storage areas are clear of Licensee's belongings and the University and ARC's checkout procedures are completed;
 - viii) Make appropriate arrangements with ARC 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;
 - ix) 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 living unit or bed space is licensed for residential use only; and
 - x) Not use dining or living rooms, closets or storage areas, garages or kitchens as bedrooms or bed spaces, in accordance with the Uniform Building Code Sections 1202(b), 1204, 1205(c), 1210, 1212, and 1213.
 - b) 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.
 - c) 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.
 - d) 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.
 - e) 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.
 - f) Use of Parking Area. Any parking spaces and driveways used by Licensee, or Licensee's guest or invitees shall be used only for the parking of passenger automobiles or vehicles used for the personal transportation of the Licensee. There shall be no parking of other commercial trucks, trailers, recreational vehicles or boats in any such space and any such vehicle whose ownership is unknown or which is not moved on demand may be towed away and stored at

owner's expense. Parking spaces, driveways or common areas shall not be used for painting, maintenance, or repair of vehicles. Storage of personal belongings/items in the parking areas including driveways and common areas is prohibited and will be removed by ARC and University at the owner's expense.

11) INSURANCE.

- a) University has no insurance and 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 their expense, obtain appropriate personal and/ or rental insurance to include personal liability for damage to University property as well as Licensee's own property. One option for renters insurance in student housing is GradGuard at <http://www.gradguard.com>; another option is Renters Assurance at www.rentersassurance.com, select "Frederick Park" on the drop down menu.
- b) The University does not maintain individual or group health and accident insurance. The University highly recommends that Licensee obtain health and accident insurance.

12) DAMAGES.

- a) 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 ARC or the University the reasonable costs incurred in returning the living unit to a condition of good order and repair. At the end of the Fee Period, or upon vacating the room for any other reason, Licensee shall be responsible for restoring the premises and furniture to the same condition and location they were in at the start of occupancy, including cleaning. Reasonable wear and tear is 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.
- b) 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) CANCELLATION.

- a) CANCELLATION PRIOR TO FEE PERIOD START. The Licensee may request cancellation by timely notifying SHRL and submitting the 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 cancellation.

Fall semester	Cancellation request due by:	Cancellation Fee
Fall 2019	Up to June 21, 2019	\$0
Fall 2019	Between June 22 and July 21, 2019	\$100 cancellation fee
Fall 2019	Between July 22 and August 22, 2019	\$200 cancellation fee

New Licensee Spring semester	Cancellation request due by:	Cancellation Fee
Spring 2020	Up to November 17, 2019	\$0
Spring 2020	Between November 18 and December 17, 2019	\$100 cancellation fee
Spring 2020	Between December 18, 2019 and January 16, 2020	\$200 cancellation fee

- b) **ADMISSION OR VISA DENIED.** If the Licensee’s admission is denied 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 cancellation fee.

Cancellation Fee if timely notify SHRL	Cancellation Fee if DO NOT timely notify SHRL, AND after August 22, 2019 for Fall or, for Spring, after January 16, 2020
\$0 if Licensee notifies SHRL within 10 calendar days of Licensee’s notice of admission denial or visa denial	If notify SHRL later than 10 calendar days of Licensee’s notice of admission denial or visa denial, \$300 cancellation fee plus 30 days’ housing and dining plan fees at actual rate

- c) **NO SHOW CANCELLATION.** A Licensee who does not request cancellation prior to the Fee Period start date and fails to check-in and claim assigned their 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 2019	After Thursday, August 29, 2019, 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 Vacate and Terminate License</i>
New Licensee for Spring 2020	After Thursday, January 23, 2020, 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 Vacate and Terminate License</i>

14) REQUEST TO VACATE AND TERMINATE LICENSE.

- a) After the Fee Period starts Licensee may submit a Request to Vacate form to allow termination of the license and Licensee vacating the housing facilities and 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. 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:
- i) Licensee is a member of the International Program on a one-semester only exchange;
 - ii) Licensee is to participate in a CSUMB approved academic program and living on campus would not be possible;
 - iii) Licensee graduates from University;
 - iv) Licensee is qualified to live off campus under freshman-sophomore on-campus residency exception;
 - v) Licensee withdraws from CSUMB, transfers to another school or takes educational leave from University and does not re-enroll at University during the Fee Period;
 - vi) Licensee is academically disqualified from the University;
 - vii) Licensee has married since signing the License or has a marriage pending within four weeks;
 - viii) Licensee has orders for Military Active Duty deployment during the Fee Period; or,
 - ix) The 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.

- b) 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.
- c) No refund under this License will be authorized for any reason after the start of the last two (2) weeks of fall semester or the last two (2) weeks of spring semester.
- d) No freshman-sophomore residency exception request for fall semester will be accepted or approved for fall semester after August 22, 2019. No freshman-sophomore residency exception request for spring semester will be accepted or approved for spring semester on or after January 17, 2019.
- e) 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.
- f) If an exception is approved, Licensee is responsible for 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, and other fees as set forth herein:

Exception	Vacate request to SHRL	Exception Approved
December graduation, fall semester only international program, or participation in CSUMB-approved academic program off campus during spring semester	For termination at end of fall semester, no later than October 31, 2019	License terminated at <u>end of fall semester</u> ; no cancellation fee
	After November 1, 2019, with at least 30 days' notice prior to December 21, 2019 effective date	License is terminated at <u>end of fall semester</u> and \$300 cancellation fee and may be charged prorated daily penalty fee for each day that notice is less than the required 30 days
Freshman-sophomore residency exception	At least 30 days' notice prior to the end of the fall semester for spring semester	License is terminated <u>at end of fall semester</u> and \$300 cancellation fee and may be charged \$50 per day daily rate for each day that notice is less than the required 30 days
Withdraws, transfers to another school	At least 30 days' notice of desired effective date	License is terminated and \$300 cancellation fee and may be charged \$50 per day daily rate for each day that notice is less than the required 30 days
Licensee academically disqualified	At least 30 days' notice of desired effective date	License is terminated and \$300 cancellation fee and may be charged \$50 per day daily rate for each day that notice is less than the required 30 days
Marriage	At least 30 days' notice of desired effective date	License is terminated and \$300 cancellation fee and may be charged \$50 per day daily rate for each day that notice is less than the required 30 days
Military active duty	At least 30 days' notice of desired effective date	License is terminated and \$300 cancellation fee and may be charged \$50 per day daily rate for each day that notice is less than the required 30 days
Extraordinary causes, hardship	At least 30 days' notice of desired effective date	License is terminated and \$300 cancellation fee and may be charged \$50 per day daily rate for each day that notice is less than the required 30 days

15) GENERAL TERMS- TERMINATING THE LICENSE

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

- c) Notifying any other university office does not satisfy the obligation to notify SHRL. The cancellation request or request to vacate/terminate date will be considered the date the request form with appropriate supporting documentation is received by University through mail or electronic means.
- a) 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 from the beginning of the Fee Period through the Licensee’s termination or checkout date, nonrefundable fees and liquidated damages related to this License.
- b) No License cancellations will be approved or credited for any reason during the last two (2) weeks prior to the end of any semester.

16) REVOCATION OF LICENSE

- a) University may revoke this License upon the following conditions:
 - i) Conduct by the Licensee constitutes or would constitute misconduct listed in the Section 41301, Title 5, California Code of Regulations, regardless of whether disciplinary proceedings are commenced against Licensee or the outcome of any such proceedings;
 - ii) If the Licensee has been convicted of a misdemeanor or felony crime or who has pled guilty or “no contest” to a felony crime which took place on University property, or involving any member of the University community (e.g. students, staff, or faculty) whether on or off University property or that is otherwise University related or who otherwise may pose a potential danger to University facilities or students. Licensees are under a continuing duty to report convictions of a felony crime, even if adjudication or sentence has been withheld;
 - iii) If the continued presence of the Licensee poses a danger to themselves or other Licensees, staff, faculty, or other members of the University community;
 - iv) Breach of any term or condition of this License, Sections 42000 et seq. of Title V, California Code of Regulations, SHRL Community Standards and University policies, including failure to pay required fees;
 - v) Failure to maintain status as a student at University; or
 - vi) Administrative necessity of University.
- b) University shall provide Licensee not less than three (3) days' notice in the event of misconduct, failure to maintain student status or Licensee’s breach of a term, and not less than fourteen (14) days' written notice in the event of administrative necessity except in case of emergency.
- c) Licensees who have had a previous license revoked may be denied future occupancy.
- d) If a License or part of the License is revoked, Licensee is responsible for 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, 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 7 days’ housing and dining plan charges at actual rate, and may be charged \$50 per day daily rate for each day that notice is less than the required 30 days
Breach of License or related terms, including failure to pay fees	\$300 cancellation fee and 30 days' housing and dining plan fees at \$50 per day daily rate
Administrative necessity	No cancellation fee

- e) Revocation of Dining Plan only. In extremely uncommon circumstances University may revoke the Licensee’s dining plan only for conditions per *Section 16-Revocation of License* and Licensee may be subject to fees that could range from the full Fee Period of Licensee to a \$150 cancellation fee and 30 days’ dining plan fees at actual rate.

17) MOVING OUT OF THE HOUSING FACILITY. Licensee shall vacate the housing facility on the expiration of the Fee Period or upon termination or revocation of this License, whichever comes first. For failure to timely vacate the facilities Licensee may be charged pro-rated per day dining plan fees, a \$50 per day cost for housing, and may be subject to eviction in the manner provided by the laws of the State of California. ARC or the University may charge any other applicable fees or charges.

18) ABANDONMENT BY LICENSEE. Unless approved by 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 may be liable to the University or ARC for any costs incurred in the hauling, storage, and disposal of any property presumed abandoned whether such work was done by the University or a third party.
- 20) **OTHER FEES.**
- a) **APPLICATION FEE.** A non-refundable application fee of \$40.00 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.
 - b) **INTENTIONALLY OMITTED.**
 - c) **LATE FEES.** Late payment penalties are assessed at the rate of \$25 monthly on accounts. 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.
 - d) **IMPROPER CHECK-OUT FEE.** Failure to complete the proper check out procedures may result in Licensee being charged a \$100 non-refundable improper check-out fee.
 - e) **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 are 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.
 - f) **NOTICE TO PAY RENT/PERFORM FEE.** The Licensee agrees to pay a \$50 processing fee for administrative services if ARC or 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
 - i) The Licensee pays the rent or performs the requirement, or
 - ii) The University agrees to rescind such Notice, or
 - iii) The Licensee does not pay the rent and fees due or perform the requirement as required.
 - g) **REINSTATEMENT FEE.** If an action is taken by 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.
 - h) **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.** ARC and the University shall authorize refunds only as provided for in Title 5 of the California Code of Regulations, this License and University policy. The University and ARC shall refund all money collected in excess of Licensee's obligations as soon as reasonably possible. Any refunds or fee changes will be submitted to the Licensee's account at CSUMB, which will be subject to refund, disbursement, and business hold policies authorized per §41802 and Title 5 of the California Code of Regulations and other applicable law. Credits held in a Licensee's student account will be applied to any outstanding charges for University services on the Licensee's student account. The Licensee agrees that the balance of any refunds will be carried as a credit balance on the Licensee's student account, unless the Licensee requests disbursement of the credit balance. This Refund process also applies to a Licensee who is no longer registered as a student at University. No interest or other earnings will be credited to the Licensee's account.
- 22) **INDEBTEDNESS.**
- a) Failure of Licensee to satisfy the financial obligations of this License may result in any one or a combination of the following:
 - i) Late fee and other fees in accordance with this License;
 - ii) Withholding of University services, which includes, but is not limited to, withholding official transcripts, denial of registration, adding or dropping classes, and/or withholding of services and access to or use of facilities;

- iii) Revocation of the License with financial penalties;
 - iv) Eviction, including attorney fees and costs;
 - v) Notification of default to credit bureau organizations;
 - vi) Legal action, including use of collection agencies, by CSUMB and Corporation to collect unpaid obligations or enforce rights;
 - vii) Payment for costs for attorney fees and other reasonable collection costs and charges accrued during the collection of said amounts; and,
 - viii) Offset of paychecks, loans, grants, scholarships or any refunds payable through the University.
- b) 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 any dining plan.
- a) **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.
 - b) **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.
 - c) **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 some 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.
 - d) **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 some or for the whole week, no Meal Blocks roll over to spring semester. 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.
 - e) **UP TO DATE PAYMENTS.** Fall dining plan blocks and Dining Dollars may be withheld pending payment or other agreement by SHRL for a Licensee who, as of Wednesday, August 21, 2019, owes fees for the fall dining plan and does not have adequate financial aid to pay the fall dining plan. Spring dining plan Meal Blocks and Dining Dollars and any fall dining plan rollover remainders may be withheld pending payment or other agreement by SHRL for a Licensee for spring semester who, as of Wednesday, January 14, 2020, owes fees for the fall dining plan or the spring dining plan fees, and does not have adequate financial aid to pay the balances. Licensee will remain responsible for the full dining plan fees.
 - f) **DINING PLAN SCHEDULE.** Dining Dollars and Meal Blocks will be available for use at various dining venues beginning brunch, Friday, August 23, 2019, and ending after brunch, Saturday, May 16, 2020. 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 such as Fall Break/Thanksgiving, Winter Break and Spring Break. All dining venues may be closed when the campus is officially closed. Dining venue hours will vary throughout the year based on academic schedules and other factors.
 - g) **DINING PLAN CHANGES.**
 - i) Dining Plan Charges and Billing. Licensee is required to pay for the dining plan for which Licensee is billed within the specified time, even if Licensee later changes the dining plan. Separate charges or credits resulting from such changes will appear on Licensee’s account after each change. Licensee is obligated to pay any additional costs related to any changes in the Licensee's dining plan.
 - ii) 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.

- iii) Changes to Dining Plan. Until the add/drop date of the specific semester, Licensee may request to change their dining plans; the plan can be changed once that semester. After the add/drop date, no residential dining plan will be decreased or cancelled for that semester. Dining plans can only be added or upgraded during the semester. After change approval by SHRL, changes will be effective no later than the Friday following the add/drop deadline for that semester.
- iv) Plan Cancellations. No dining plan cancellation will be approved or credited for any reason within the last two weeks prior to the end of the semester. There may be a \$150 cancellation fee for any dining plan cancellation. 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 per the following terms:

Term	Who can request	Request cancellation by:	Effective date	Cancellation Fee
For Fall 2019	Licensee not required to have plan	Up through add/drop date of Monday, September 9, 2019	No later than Friday, September 13, 2019	Fall dining plan cancelled and daily charge for dining plan up through cancellation date and \$150 cancellation fee
For Spring 2020	Licensee not required to have plan	Up through Friday, January 16, 2020	Friday, January 17, 2020	Spring dining plan cancelled and no cancellation fee
For Spring 2020	Licensee not required to have plan	On or after Friday, January 17, 2020, through add/drop date of Monday, February 3, 2020	No later than Friday, February 7, 2020	Spring dining plan cancelled, daily charge for dining plan up through cancellation date and \$150 cancellation fee

- v) Adding or Increasing a Dining Plan at any time. The Licensee may add a new dining plan or increase the dining plan level at any time during the semester with a written request.
- h) 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.
- i) 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.
- j) 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 disruptive or in violation of law or University regulations may be subject to University disciplinary action. Unacceptable behavior including food fights and trashing tables, or failure to adhere to policies may result in permanent removal of a resident from the Dining Commons. Licensees must comply with reasonable requests of Dining Services and University staff while in any Dining Services facility.
- k) ONE DINING PLAN. A Licensee may only hold one dining plan at a time, whether it is a residential or a commuter dining plan.
- l) 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 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.
- m) 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.
- n) ADDITIONAL DINING PLAN INFORMATION. Additional information and provisions are available at <http://campus-dining.com/csumb/>.

24) GENERAL.

- a) The University or ARC shall have the right to enter the premises occupied by Licensee for emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purpose. The University or ARC shall give the Licensee reasonable notice of intent to enter a living unit, except in cases of:
 - i) Emergency or building evacuation;
 - ii) Abandonment of the living unit by either the Licensee or Licensee's roommate(s);
 - iii) The Licensee, Licensee's roommate, or Licensee's adult family member consents at the time of entry and utility maintenance (e.g., electrical, plumbing, water); or,
 - iv) 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.
- b) 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.
- c) Information to Licensee on housing and food service matters will be communicated primarily through the Licensee's CSUMB email account by SHRL, ARC or A'viands Dining Services. 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 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 University to the on-campus housing mailbox or posted in housing buildings.
- d) 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.
- e) 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 with 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.
- f) Licensee shall indemnify, defend, and hold harmless University Corporation at Monterey Bay, California State University Monterey Bay, the State of California, Trustees of California State University, Alliance Residential Company, and their officers, agents, affiliates, auxiliaries, and employees, predecessors and successors from any and all claims, injuries or damages including attorneys' fees and costs arising from Licensee's use or occupancy (or Licensee's guests' or visitors' use or occupancy), arising out of or in any way connected with this License, other than those solely caused by the intentionally wrongful or grossly negligent acts of the Licensor.
- g) 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.
- h) 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.