



2019 SUMMER HOUSING LICENSE AGREEMENT

This 2019-20 Campus Summer Student Housing 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 & Residential Life (“SHRL”) office administers this License on behalf of University unless otherwise noted. This License for housing is for Summer 2019 semester (“Fee Period”).

Online submission of the housing 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>,
- 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 plans, as amended from time to time.

- 1) **LICENSE.** Under this License, Licensor grants permission to Licensee to use the housing facilities during the Fee Period in exchange for Licensee’s timely payment of the applicable housing and Licensee’s compliance with all provisions of this License. Time is of the essence as to all of Licensee’s obligations hereunder. This License is for a limited time for the use of a bed space within a living unit assigned to the Licensee. 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.**
 - a) Licensee is permitted to occupy a bed space within the housing facilities for a specific Fee Period, which will consist of one of the below summer Fee Period options and agreed upon through the housing application:
 - i) Summer Session 1 only, from 9 a.m., Sunday, May 19, 2019, through 5 p.m. Saturday, June 29, 2019;
 - ii) Summer Session 2 only, from 9 a.m., Friday, June 28, 2019, through 5 p.m. Thursday, August 22, 2019;
 - iii) Class only Session 1, from 9 a.m., Friday, May 31, 2019, through 5 p.m. Saturday, June 29, 2019;
 - iv) Class only Session 2, from 9 a.m., Friday, June 28, 2019, through 5 p.m., Saturday, July 27, 2019,
 - v) Class Session 1 & 2, from 9 a.m. Friday, May 31, 2019, through 5 p.m Saturday, July 27, 2019
 - vi) Summer Session 1 & 2, from 9 a.m. Friday, May 19, 2019, through 5 p.m. Thursday, August 22, 2019.
 - b) Licensee shall timely move out of the Licensee’s assigned summer housing facility and bed space at end of Licensee’s Fee Period.
 - c) The University shall not be liable for any delay in the delivery of possession of premises.
- 3) **STUDENT STATUS.** Licensee must be enrolled in a minimum of one academic course in a 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 related fees. Failure to maintain eligibility may result in the revocation of this License.
- 4) **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.
- 5) **APPLICATION, FEES, RATES.**
 - a) **APPLICATION.**
 - i) To apply for housing the applicant must be admitted to the University. All students applying for housing,

including all financial aid recipients, must pay a \$25 nonrefundable application fee and a \$100 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 summer housing fee. It is applied directly to the housing fee, 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 and bed space.
- ii) Summer housing rates are based on shared or single occupancy and do not qualify for rate lock rates.

c) FEES.

- i) Timely payment of housing fees are required by the due date for the Fee Period. Due dates are firm, even those that fall on weekends or holidays as payments may be made online, 24 hours per day.
- ii) University may not issue housing room key or may restrict building or room access until after tuition, student fees, housing fees have been timely paid for the semester. This payment may be satisfied by Full payment of tuition and CSUMB student fees and the License fees for housing.
- iii) Housing fees will vary depending on which housing facility and bed space to which Licensee is assigned and specific Fee Period for which Licensee is approved.

6) PAYMENTS.

a) SCHEDULE

- i) Licensees are billed for the Fee Period. 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) 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 to tuition and student fees then housing fees.
- iv) Licensee agrees to review account balance information regularly through their student account and make payment on or before published due dates.

b) 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 remaining balance of housing Fees will be deferred for a Licensee who is receiving enough federal, state or other financial aid to cover the balance of the housing 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 housing.
- 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 add/drop date for the the Licensee's Fee Period:
 - (1) If the financial aid received is insufficient to cover the housing fees due; or,
 - (2) If Licensee receives a financial aid disbursement prior to housing fees 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) 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.
- 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 US 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 US 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. 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>.

7) ASSIGNMENTS.

- a) 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).
- 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 not be allowed any change of assignment at Licensee request during the Fee Period.
- 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) 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.
- 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 bed space or living unit 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 the assigned roommate(s). 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.

8) 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 SHRL 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 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 checkout procedures are completed;
 - viii) 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;
 - 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 bed space and living unit is licensed for residential use only; and,
 - x) Not use dining or living rooms, closets or storage areas, kitchens or common areas as bedrooms or bed spaces.
- a) 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.
- b) 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.
- c) 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.
- d) 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.

9) 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.
- b) The University does not maintain individual or group health and accident insurance. The University highly

recommends that Licensee obtain health and accident insurance.

10) DAMAGES.

- a) All Licensees are individually responsible for loss or damage to their rooms. Throughout the Licensee's Fee Period, 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 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.

11) 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.
- b) Licensee may cancel this housing license for no Cancellation Fee up to 14 calendar days prior to the first day of the Licensee's approved Fee Period. Licensee will be charged a \$100 cancellation fee if they cancel within 14 calendar days of the first day of the Licensee's approved Fee Period up to the day prior to the Fee Period start date.
- c) **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 May 21, 2019 |
|--|---|
| \$0 cancellation fee 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, \$100 cancellation fee plus 15 days housing fees at actual rate |

- d) **NO SHOW CANCELLATION.** A Licensee who does not request cancellation prior to their 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.

| Fee Period | No show date | Cancellation Fee if Licensee not enrolled | Cancellation Fee If Licensee still enrolled |
|---|----------------------------------|--|---|
| Summer Session 1, or Summer Session 1 & 2 | As of Monday, May 22, 2019, 9 am | \$100 cancellation fee plus 15 days' housing fees at actual rate | Full Fee Period for housing unless they qualify for exception and request to vacate the License per <i>Section 12-Request to Vacate and Terminate License</i> |
| Summer Session 2 only | As of Monday, July 1, 2019, 9 am | \$100 cancellation fee plus 15 days' housing fees at actual rate | Full Fee Period for housing unless they qualify for exception and request to vacate the License per <i>Section 12-Request to Vacate and Terminate License</i> |

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| Class only Session 1, or Class only Session 1 & 2 | As of Monday, June 3, 2019, 9 am | \$100 cancellation fee plus 15 days' housing fees at actual rate | Full Fee Period for housing unless they qualify for exception and request to vacate the License per <i>Section 12-Request to Vacate and Terminate License</i> |
| Class only Session 2 only | As of Monday, July 1, 2019, 9 am | \$100 cancellation fee plus 15 days' housing fees at actual rate | Full Fee Period for housing unless they qualify for exception and request to vacate the License per <i>Section 12-Request to Vacate and Terminate License</i> |

12) 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 15 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 withdraws from CSUMB, transfers to another school or takes educational leave from University and does not re-enroll at University during the Fee Period;
 - ii) Licensee is academically disqualified from the University;
 - iii) Licensee has orders for Military Active Duty deployment during the Fee Period; or,
 - iv) 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 may conduct a mid-term enrollment review of all licensees released from their licenses due to withdrawal. In the event the Licensee has enrolled during the summer Fee Period 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 the Fee Period.
- d) If an exception is approved, Licensee is responsible for the per day housing charge through the last day of occupancy or 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 |
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| Withdraws, transfers to another school | At least 15 days' notice of desired effective date | License is terminated and \$100 cancellation fee and may be charged \$50 per day daily rate for each day that notice is less than the required 15 days |
| Licensee academically disqualified | At least 15 days' notice of desired effective date | License is terminated and \$100 cancellation fee and may be charged \$50 per day daily rate for each day that notice is less than the required 15 days |
| Military active duty | At least 15 days' notice of desired effective date | License is terminated and \$100 cancellation fee and may be charged \$50 per day daily rate for each day that notice is less than the required 15 days |
| Extraordinary causes | At least 15 days' notice of desired effective date | License is terminated and \$100 cancellation fee and may be charged \$50 per day daily rate for each day that notice is less than the required 150 days |

13) GENERAL TERMS- TERMINATING THE LICENSE

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

14) 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 through the last day of occupancy or 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 |
| Failure to maintain student status | \$100 cancellation fee and 7 days’ housing fees 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 | \$100 cancellation fee and 30 days' housing at \$50 per day daily rate |
| Administrative necessity | No cancellation fee |

15) 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 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. The University may charge any other applicable fees or charges.

16) 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.

- 17) **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.
- 18) **OTHER FEES.**
- a) **APPLICATION FEE.** A non-refundable application fee of \$25 is required when applying for on-campus summer 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) **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.
 - c) **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.
 - d) **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.
 - e) **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:
 - 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.
 - f) **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.
 - g) **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.
- 19) **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 University. No interest or other earnings will be credited to the Licensee's account.
- 20) **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 fees are an extension of credit for living expenses and are considered an educational debt.

21) GENERAL.

- a) 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 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 or Licensee's roommate(s) 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 matters will be communicated primarily through the Licensee's CSUMB email account by SHRL. 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 is 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, 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.