

I. TERMS AND CONDITIONS

- (A) This Student Housing License Agreement is entered into between the Trustees of the California State University by California State University, Fullerton, hereinafter called the "University", and the designated student, hereinafter called "Licensee".
- (B) In consideration of the right to occupy an assigned bed space within the student housing facilities at the University and participate in a meal plan, Licensee hereby agrees to make payment to the University in accordance with the Student Housing License Agreement Payment Plan.
- (C) The use of student housing facilities at California State University, Fullerton is subject to Article 5 - Housing and Article 6 - Meals (Sections 42000 through 42103) of Subchapter 5 of Chapter 1 of Division 5 of Title 5 of the California Code of Regulations.
- (D) **This is a legal and binding agreement for the entire 2021-2022 academic year.** The Undersigned understands and agrees that the terms and conditions herein constitute a license agreement between the University and the Undersigned for the entire period of occupancy outlined below. Licensee hereby acknowledges that they have been provided a copy of this license agreement for their records.
- (E) Licensee agrees to comply with the Student Housing License Agreement and any subsequent amendments, including student housing policies, newsletters, emails, social media, and other distributed materials.
- (F) This Student Housing License Agreement shall not be transferred or sublet.
- (G) It is understood and agreed by Licensee and the University that neither a lease nor any other interest in real property is created by this Student Housing License Agreement.

II. OCCUPANCY

- (A) The University hereby grants to Licensee a meal plan and permission to occupy a bed space within the student housing facilities as a licensee for the fee period unless sooner cancelled under the provisions of the 2021-2022 Student Housing License Agreement.
- (B) The University shall assign Licensee to a specific room without regard to race, color, national origin, sex, age, disability, creed, religion, sexual orientation, gender identity, gender expression, veteran status, political affiliation, or political philosophy, and does not guarantee specific rooms, halls, or roommates.
- (C) The University shall have the right to reassign Licensee to a different room without the consent of Licensee during the term of the Student Housing License Agreement. The University reserves the right to change room or hall assignments and/or roommates to consolidate vacancies.
- (D) Period of Occupancy: Wednesday, August 18 or Thursday, August 19, 2021 at 9 a.m., as indicated in Licensee's Student Housing Portal; through Friday, May 20, 2022 at 8 p.m., unless otherwise indicated in the student's Student Housing Portal. It is at the sole discretion of the University to modify the *Period of Occupancy*. Any request by Licensee to extend the *Period of Occupancy* is subject to the University's sole discretion, and Licensee may be required to furnish additional documentation, to agree to additional or different terms, and to sign additional legally binding agreements.
- (E) Licensee who does not take possession of the bed space offered by the University is not released from the Student Housing License Agreement. Licensee is responsible for paying any obligation due to the University for the period that the University does not have a replacement resident and is unable to substitute a new resident. The University shall not incur financial loss.
- (F) The Residence Halls (Buildings Elm, Fig, Holly, Juniper, and Pine) close and residents must vacate for Winter Recess by Friday, December 17, 2021 at 8 p.m. The Residence Halls re-open Thursday, January 20, 2022 at 9 a.m.

III. ENHANCEMENT OF EDUCATIONAL EXPERIENCE

- (A) The University shall maintain professional staff to work with students to develop community within the student housing facilities in order to enhance students' educational experience at the University. The University may provide opportunities for input by Licensee into the development of the community.
- (B) Licensee agrees to recognize the importance of maintaining the student housing facilities as an environment that is conducive for fellow students to study, live and sleep. While in the student housing facilities, Licensee agrees to adhere to established quiet and courtesy hours and not to disturb this environment during said hours. During posted quiet hours, it is each resident's responsibility to be certain that no noise can be heard outside of their room or apartment or in neighboring rooms, halls, shared common spaces, or outside of the building. Residents are expected to monitor their sound levels at all times.
- (C) The University will consider Licensees requests for reasonable accommodations in accordance with Federal and State laws. Licensees seeking additional support services (such as emotional support animals) will be referred to Disability Support Services and requests will be approved based on recommendations from the Director of Disability Support Services.

IV. MAINTENANCE OF PREMISES

- (A) The University shall provide Licensee with the furnishings and Licensee will maintain them in the condition noted on the Room Condition Report (RCR). Licensee agrees to give reasonable care to their living unit and its furnishings and to make payment for any damage or loss promptly upon demand by the University. Licensee shall vacate the living unit in good condition, normal and reasonable wear and tear excluded. In the event 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. As used herein, "good condition" shall refer to a living unit that functions properly, with minimal damage and insignificant signs of wear and tear from consistent use.
- (B) Licensee shall make no alteration to the student housing facilities without the written permission of the University. Licensees who have made alterations to the premises will incur all fees associated with the cost of returning the premises to their original condition as determined by the University.

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- (C) Licensee shall not possess any highly flammable material, firearms, ammunition, fireworks, explosives, dangerous weapons, or any other material or instrument which, in the opinion of University authorities, poses an unreasonable risk of damage or injury.
- (D) Licensee shall not abandon property/possessions for disposal by the University. Licensees who abandon property or possessions on the premises will incur all fees associated with the cost of disposal. Unclaimed personal property will be disposed of in accordance with Title 5 (5 CCR 42375) and California Civil Code Section 2080.8.

V. CANCELLATION OF STUDENT HOUSING LICENSE AGREEMENT (BY LICENSEE)

- (A) Licensee must request to cancel a reservation for a bed space and meal plan by giving written notice to the University.
- (B) Cancellation requests PRIOR to or on Monday, July 19, 2021 must be submitted in writing to the Housing Office. Housing Initial Payments made before this date are refundable less a non-refundable \$50 service fee.
- (C) Cancellation requests AFTER Monday, July 19, 2021:
 - (1) Licensee may request a cancellation in writing after Monday, July 19, 2021, but the University, **in its sole discretion**, will decide whether to grant or deny the request to vacate.
 - (2) In addition to the possible causes for revocation as listed in Article VI, Licensee may request a cancellation for the following reasons, with verification: (1) Student-initiated, non-disciplinary end of student status; or (2) Marriage. Cancellations approved with verification for any other reason may be considered only if the University will not incur financial loss.
 - (3) Licensee is financially responsible for all fees through the date of cancellation approval by the University. Additional fees may be assessed if the University is unable to replace Licensee without incurring financial loss.
- (D) Cancellation requests by minors: In the event that Licensee is under the age of 18 at the time the Student Housing License Agreement cancellation request is submitted, the request for cancellation of the Student Housing License Agreement must be accompanied by the written consent of a parent or legal guardian.

VI. REVOCATION OF STUDENT HOUSING LICENSE AGREEMENT (BY UNIVERSITY)

- (A) The University may revoke this Student Housing License Agreement for the following reasons:
 - (1) Disciplinary action taken against Licensee pursuant to Sections 41301-41304 of Article 2 of Subchapter 4 of Chapter 1 of Division 5 of Title 5 of the California Code of Regulations.
 - (2) Licensee's failure to maintain status as a student at the University for a minimum of twelve (12) semester units if an undergraduate student, or six (6) semester units if a graduate student. Exception requests must be submitted in writing to University Housing for approval (or contact the Disability Support Services, if disability related) if Licensee falls below these minimums. Dropping below the minimum unit requirement is not a ground for cancellation under section V above and will not release the Licensee from the obligation to pay any housing-related fees. The University may, at its sole option and discretion, revoke this License in accordance with the provisions herein if the Licensee fails to enroll in the minimum units, or drops below the minimum unit requirement after the beginning of the academic fee period.
 - (3) Licensee's breach of any of the terms or conditions of this Student Housing License Agreement.
 - (4) Administrative necessity of the University.
 - (5) Any student behavior that interferes with, disrupts, or obstructs the mission and operations of Housing and Residential Engagement.
- (B) The University shall provide Licensee not less than three (3) days' notice in the event of an occurrence described above, except in cases of emergency.
- (C) Revocation of this Student Housing License Agreement shall not release Licensee from paying any obligation due to the University for the *Period of Occupancy*. Licensee is financially responsible for all fees through the *Period of Occupancy*.
- (D) In the event Licensee is placed on interim suspension from the University during the *Period of Occupancy* defined in Section II (D), Licensee shall be ineligible to live in Student Housing through the duration of the interim suspension period or as indicated by formal notice from Housing and Residential Engagement and shall not be entitled to any refund or reimbursement of housing fees paid.

VII. ABANDONMENT OR CANCELLATION BY LICENSEE

- (A) Except as permitted in Section V, cancellation of this Student Housing License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due to the University for so long as the University does not terminate Licensee's right to an assigned bed space.
- (B) In the event of cancellation or abandonment, Licensee shall have the right to be released from this Student Housing License Agreement if a suitable replacement is found by the University, pursuant to campus regulations and with consent of the University, which consent shall not unreasonably be withheld.
- (C) Failure to comply with outlined Student Housing instructions regarding vacating the premises could result in a fee, in accordance with the fee schedule. Abandoned premises shall have secondary priority for replacement after students who completed a request for Student Housing License Agreement cancellation. See Article IV, Section (D) for information regarding abandoned property.

VIII. VACATING STUDENT HOUSING FACILITIES

- (A) Licensee shall vacate the student housing facilities upon the expiration of the *Period of Occupancy* or upon revocation of this Student Housing License Agreement, whichever occurs first. When vacating the student housing facilities, the Licensee shall remove all personal property, leave the assigned bed space in good condition as defined in Article IV, Section (A) and return bedroom keys (if applicable) and mailbox keys as instructed to avoid replacement key fees of \$50 per key not returned. If the Licensee fails to complete a proper checkout, the University may assess an improper checkout fee of \$120.

IX. DESTRUCTION OR UNAVAILABILITY

- (A) In the event that a bed space is destroyed or becomes temporarily or permanently unavailable as the result of conditions not reasonably foreseen at the time this Student Housing License Agreement is made, Licensee shall be entitled to a full refund prior to occupancy or to a prorated refund of any fees applicable to periods after Licensee is required to vacate, or relocation to a different bed space if available.
- (1) Such conditions include but are not limited to damage caused by floods, landslides, fire, earthquake, other natural disasters; vandalism; public health emergencies including pandemics; civil disorder; compliance with state or federal law; unanticipated interruption of basic services because of labor strife; or lack of availability due to construction delays.

X. REFUNDS

- (A) In instances of requests for cancellation, revocation, or vacating, Licensee shall owe fees regardless of whether Licensee ever assumed actual occupancy and regardless of whether a licensee who has assumed actual occupancy moves out of the facilities prior to the designated period of obligation. The campus shall refund all money collected in excess of such obligation as soon as reasonably possible.

XI. TREATMENT OF INDEBTEDNESS

- (A) Failure of Licensee to satisfy the financial obligations in accordance with the fee schedule in this Student Housing License Agreement may result in the following:
- (1) Imposition of a late fee, in accordance with the fee schedule (Article XX, Section (A)).
 - (2) Revocation of the Student Housing License Agreement and eviction from the premises.
 - (3) Withholding of University services pursuant to Sections 42380 and 42381 of Article 11 of Subchapter 5 of Chapter 1 of Division 5 of Title 5 of the California Code of Regulations. This includes:
 - a. Denial of registration.
 - b. Offset of paychecks, loans, grants or scholarships payable through the University, and/or income tax refunds or rebates.
 - c. Legal action to collect unpaid obligations.

XII. NON-WAIVER

- (A) The waiver of any breach of a term or condition of this Student Housing License Agreement shall not constitute a waiver of any subsequent breach.

XIII. TAXABLE POSSESSORY INTEREST

- (A) It is the position of the University that this Student Housing License Agreement does not create a taxable possessory interest in real property. However, pursuant to Revenue and Taxation Code 107.6, Licensee is hereby notified that a taxing authority may take a contrary view and may assess Licensee property taxes based on Licensee's interest in this Student Housing License Agreement.

XIV. SOLICITATION/COMMERCIAL USE

- (A) No advertising, selling, or commercial solicitation is permitted in the student housing facilities without prior approval of the Executive Director, Housing and Residential Engagement. The student housing facilities cannot be used by Licensee to house or host commercial interests or to conduct business endeavors.

XV. TITAN CARD

- (A) Licensee must present their student University ID card ("TitanCard") or government issued picture identification when requested for access to the student housing facilities and for use of a meal plan. Presenting fabricated, falsified, or misrepresentative ID; permitting others to use any licensee's TitanCard for the purpose of improperly gaining access to residence halls, apartments, meal plans, use of equipment, or any other University service or facility is prohibited.

XVI. RIGHT OF ENTRY

- (A) The University shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance, occupancy checks or for any other lawful purpose. The University shall exercise these rights reasonably and with respect for Licensee's right to be free from unreasonable searches and intrusions into study or privacy. The University will lock all bedroom and exterior doors upon exiting the premises. The University shall not be responsible for, nor waive, lockout fees assessed to Licensee.
- (B) The University will attempt to provide advance notice of entry when possible, but is not required to do so.

XVII. ENERGY/UTILITIES

- (A) The cost of electricity, gas, water, sewer, trash, heat and air conditioning utilities are included under the terms of the Student Housing License

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XVIII. INSURANCE

- (A) The University has no insurance to cover personal or property damage of Licensee. Therefore, the University highly recommends that Licensee obtains insurance such as a renter's policy.
- (B) During the period covered by this Student Housing License Agreement, Licensee is encouraged to obtain health and accident insurance, on either an individual or group basis.

XIX. IMMUNIZATIONS

- (A) Immunizations offer safe and effective protection from vaccine-preventable diseases. The United States is experiencing a re-emergence of these diseases, in part due to factors such as un-immunized and under-immunized persons and global travel. The American College Health Association (ACHA) strongly supports the use of vaccines to protect the health of our individual students and our campus communities.
- (B) The University recommends that you make sure that you are up-to-date on all immunizations including the following: measles, mumps, rubella; tetanus, diphtheria, pertussis; varicella; and hepatitis B. In addition, students living in on-campus student housing are recommended to get the meningococcal conjugate and COVID-19 vaccines. For additional information, please visit the Center for Disease Control and Prevention's website, www.cdc.gov or contact the Student Health and Counseling Center.

XX. AGREEMENT AND FEES

- (A) Housing payments are processed by Student Business Services. Payments made will prioritize Tuition and Fees unless there is a past-due balance. Payments cannot be allocated toward a specific charge such as housing fees.
- (B) All payments shall be due on or before the date specified by the Student Housing License Agreement installment schedule without demand or billing from the Housing Office. In order for Licensee to take occupancy according to the start date specified in the Student Housing License Agreement, all tuition and fee payments along with the first installment housing payment must be made. For periods of occupancy within any license period, but less than the complete license period, the student housing fees shall be prorated on a nightly basis. Each late payment made will be assessed a \$30 late fee, regardless of pending financial aid disbursements.
- (C) The University reserves the right to revise room and board rates and any or all other charges upward or downward upon thirty (30) days written notice.
- (D) **Initial Payment:** A signed copy of the Student Housing License Agreement must accompany the initial payment toward license fees. The initial payment totaling \$350 is applied toward the total cost of the Student Housing License Agreement as detailed in Article XXII. A \$50 service fee is non-refundable even if the license agreement is cancelled.
- (E) **Returned Payments:** Licensee will be charged any bank charges assessed to the University for returned payments.

XXI. MEAL PLANS

- (A) **Meal Plan Options:** Housing and Residential Engagement shall provide the following meal plan options:
 - (1) 7 Day Continuous Dining with \$200 Declining Balance per semester
 - (2) 5 Day Continuous Dining with \$200 Declining Balance per semester
 - (3) 100 Block with \$200 Declining Balance per semester (Apartment Residents Only)
- (B) The 7 Day Continuous Dining plan provides unlimited access to The Gastronome seven days each week during regular meal hours. The 5 Day Continuous Dining plan provides unlimited access to The Gastronome Monday through Friday during regular meal hours. Block meal plans provide 100 individual entrances to The Gastronome for any meal at any time during a semester and do not "roll over" from semester to semester. Each meal plan comes with a specified amount of declining balance credits that can be used for purchases in the Late Night Cafe or the Community Market.
- (C) **Issuance of Meal Plans:** All residents must select a meal plan. If Licensee does not indicate a choice between the meal plan options available, Licensee will automatically be assigned to the 7 Day Continuous Dining with \$200 Declining Balance per semester.
- (D) **Declining Balance:** Declining Balance credits are allocated at the beginning of each semester. Unused Declining Balance credits can "roll over" from the Fall Semester to the Spring Semester but expire at the end of the *Period of Occupancy*.
- (E) **Guest Meals:** Each meal plan includes 8 Guest Meals per semester. Unused Guest Meals do not "roll over" from semester to semester. Guest Meals are invalid during break periods as outlined in Section G.
- (F) **Meal Service:** Continuous meal service hours are offered in The Gastronome to cover breakfast, lunch, and dinner seven days each week including holidays except as noted below. For further information regarding meal plans, meal service hours, and menus, visit <https://csuf.campusdish.com>. Meal service in The Gastronome shall begin and end according to the following schedule:

	First Meal Begins	Ends
Fall 2021	Breakfast on Wednesday, August 18 or Thursday, August 19, 2021	Dinner on Friday, December 17, 2021
Spring 2022	Breakfast on Thursday, January 20, 2022	Dinner on Friday, May 20, 2022

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(G) Holidays and Semester Breaks: The Gastronome will be closed, and Continuous Dining and Block meal plans will not be available on the following dates. Licensee may use Declining Balance or cash to access the limited dining services that may be provided during these periods. The University does not guarantee that any meal service options will be available during these breaks.

- (1) November 25 – 27, 2021 (Fall Recess)
- (2) December 18, 2021 – January 19, 2022 (Winter Recess)
- (3) March 27 – April 2, 2022 (Spring Recess)

(H) Changing Meal Plans: Meal plans for Fall Semester 2021 may be decreased until Monday, July 19, 2021 and will take effect on Wednesday, August 18 or Thursday, August 19, 2021. Meal plans for Spring Semester 2022 may be decreased until Friday, December 17, 2021 and will take effect on Thursday, January 20, 2022. Meal plans may be increased at any time. All meal plan change requests must be made in writing to the Housing Office. No credit or refund is allowed for meals not eaten or Declining Balance not used by Licensee. Each meal plan is nontransferable and is for the exclusive use of the licensee to whom it has been issued. If Licensee would like to request to opt out of the meal plan, a request must be made in writing to the Housing Office, but the University in its sole discretion, will decide whether to grant or deny the request to opt out.

XXII. STUDENT HOUSING FEE PAYMENT INFORMATION

(A) Student Housing fees include room and board as described in this Student Housing License Agreement as well as student programs, meals, activities, and services.

(B) 2021-2022 Student Housing Fee Summary

ROOM TYPE	ROOM	BOARD	TOTAL
RESIDENCE HALLS			
5 Day Continuous Meal Plan	\$12,918	\$3,876	\$16,794
7 Day Continuous Meal Plan	\$12,918	\$4,374	\$17,292
DOUBLE APARTMENTS			
100 Block Meal Plan	\$10,386	\$1,980	\$12,366
5 Day Continuous Meal Plan	\$10,386	\$3,876	\$14,262
7 Day Continuous Meal Plan	\$10,386	\$4,374	\$14,760
SINGLE APARTMENTS			
100 Block Meal Plan	\$13,764	\$1,980	\$15,744
5 Day Continuous Meal Plan	\$13,764	\$3,876	\$17,640
7 Day Continuous Meal Plan	\$13,764	\$4,374	\$18,138

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(C) 2021-2022 Student Housing Fee Payment Schedule:

DUE DATES	8/13/21*	9/13/21	10/13/21	1/14/22	2/14/22	3/14/22	Total
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RESIDENCE HALL ROOM AND BOARD

5 Day Continuous Meal Plan	\$2,799	\$2,799	\$2,799	\$2,799	\$2,799	\$2,799	\$16,794
7 Day Continuous Meal Plan	\$2,882	\$2,882	\$2,882	\$2,882	\$2,882	\$2,882	\$17,292

DOUBLE APARTMENT ROOM AND BOARD

100 Block Meal Plan	\$2,061	\$2,061	\$2,061	\$2,061	\$2,061	\$2,061	\$12,366
5 Day Continuous Meal Plan	\$2,377	\$2,377	\$2,377	\$2,377	\$2,377	\$2,377	\$14,262
7 Day Continuous Meal Plan	\$2,460	\$2,460	\$2,460	\$2,460	\$2,460	\$2,460	\$14,760

SINGLE APARTMENT ROOM AND BOARD

100 Block Meal Plan	\$2,624	\$2,624	\$2,624	\$2,624	\$2,624	\$2,624	\$15,744
5 Day Continuous Meal Plan	\$2,940	\$2,940	\$2,940	\$2,940	\$2,940	\$2,940	\$17,640
7 Day Continuous Meal Plan	\$3,023	\$3,023	\$3,023	\$3,023	\$3,023	\$3,023	\$18,138

*Note: The first installment may be reduced by the paid \$350 initial housing payment.

(D) Licensees who occupy a "triple-occupancy" bed space, as designated by the University, will receive a Student Housing room fee credit calculated based on the number of bed nights and occupants for the period occupied.

I acknowledge that I have read, understand and agree to abide by this legal and binding agreement for the entire period of occupancy outlined above.

I am **under 18 years** of age.

If Licensee is under 18 years of age, Licensee's parent or court appointed legal guardian must guarantee Licensee's obligation pursuant to the Student Housing License Agreement by signing below.

By signing as the Guarantor, you are guaranteeing full and prompt payment to the University of all sums payable by Licensee pursuant to this Student Housing License Agreement.

Student First and Last Name (Please Print)

Campuswide ID (CWID)

Student, Signature

Date of Signature

Guarantor, First and Last Name (Please Print)

Relationship to Student

Guarantor, Signature

Date of Signature