2015-2016 HOUSING AND RESIDENTIAL EDUCATION LICENSE AGREEMENT

This Housing and Residential Education License Agreement ("License Agreement") is entered into between the Trustees of the California State University, acting by and through California State University Channel Islands ("CI") and the student named on this signature page as noted below ("Licensee").

Copies of the License Agreement are available on the Housing and Residential Education ("HRE") website and through myCI when submitted as the Student Housing Application. Standards for HRE and University conduct can be found on-line in the locations listed below. (Please note that these internet addresses are subject to change; if you are not directed to the appropriate page, please visit www.csuci.edu).

- **CSU Channel Islands Housing and Residential Education License Agreement**
  http://www.csuci.edu/housing/license-agreement.htm
- **CSU Standards for Student Conduct:**
  http://www.csuci.edu/studentlife/judicial-affairs/student-code-of-conduct.htm
- **Housing and Residential Education CI Resident Handbook:**
  http://www.csuci.edu/housing/ResidentHandbook.htm
- **Title V, California Code of Regulations** (California Education Code governing CSU Student Housing – Title 5, Division 5, Chapter 1, Subchapter 5, Article 5: Housing, and Article 6: Meals):
  http://www.calstate.edu/FT/PgmPol/T5dir.shtml

I have read and understand the entire Housing and Residential Education License Agreement Terms and Conditions. I have also read and understand the fee structure and payment schedule. Bed Space and Dining Plan preferences were indicated in my on-line housing application. I understand this License Agreement is for both the Fall 2015 and Spring 2016 semesters. I acknowledge I am responsible for, and agree to abide by, the standards, terms and conditions in the Housing and Residential Education License Agreement, the CSU Standards for Student Conduct, the CI Resident Handbook, and the California Code of Regulations as signed by my signature below.

Licensee Name ___________________________ Student ID # ___________________________
Licensee Signature _________________________ Date ___________________________

**Minor Guarantor:**
If Licensee is under the age of 18 when entering into this License Agreement, a parent or guardian Guarantor is required. By my signature below, I agree to the terms of this License Agreement on behalf of the above-named Licensee, and in the event of default by the Licensee, assume full responsibility for fulfillment of the financial requirements outlined herein.

Guarantor Name ___________________________
Guarantor Signature _________________________ Date ___________________________

**Office Use Only:** This Housing and Residential Education License Agreement is hereby accepted by the University:

Administrator’s Signature _________________________ Date ___________________________

California State University Channel Islands affirms diversity and does not discriminate on the basis of a person’s race, color, religious creed, national origin, ancestry, disability, medical condition, gender, sexual orientation, marital status, age or veteran status. It is the practice of the University to assign roommates on a non-discriminatory basis.
1. Terms and Conditions

1.1 In consideration for the right to participate in the student housing program, which includes assignment to bed space and a mandatory meal plan within one of the following CI student housing facilities; Anacapa Village (AV), Santa Cruz Village (SCV), University Glen (UG), Off-Campus Apartment (OCA) or other Overflow Housing (OH). Licensee hereby agrees to make payments to the University as outlined in Section 5 of this License Agreement.

1.2 This License Agreement is subject to the regulations contained in, Title 5 of the California Code of Regulations, Division 5, Chapter 1, Subchapter 5, Articles 5 and 6: “Housing”, and “Meals”. Copies of these regulations are available online at: [http://www.calstate.edu/FT/PgmPol/T5dir.shtml](http://www.calstate.edu/FT/PgmPol/T5dir.shtml) and from the HRE office during normal business hours.

1.3 Licensee agrees to comply with this License Agreement and abide by University policies, regulations, and procedures governing the conduct of students, as amended from time to time; including those found in the University Catalog, the CI Resident Handbook, the CI Student Guidebook, HRE Newsletters or communication from HRE, and the Student Code of Conduct. CI reserves the right to use California Code of Regulations, Title 5, Section 41301, and other applicable administrative or legal remedies to address violations of the terms and conditions contained in this License Agreement.

1.4 Licensee must remain enrolled in at least nine (9) course units at CSU Channel Islands to eligible to license a bed space in student housing. Licensees enrolled in fewer than 9 units on July 10, 2015 (for Fall 2015) are subject to revocation of room assignment and License Agreement.

1.5 Licensees are responsible for ensuring the completed License Agreement is received by HRE at CI. Housing space cannot be confirmed until Licensee submits a License Agreement and either (a) payment of the HRE Deposit of $1,500 or (b) approved deferral of the HRE Deposit based on Financial Aid status outlined in Section 5.5.3.1 of this License Agreement. Submission of a License Agreement does not guarantee space in student housing; if housing space is available, the University will send an electronic or written communication to Licensee to verify receipt and acceptance of the License Agreement.

1.6 CI will not issue a room key or room access until after payment for the term has been received. This payment may be satisfied by either: (a) full payment of tuition and CI student fees and HRE License fees, OR (b) payment of tuition and CI student fees and the first installment of the Housing Installment Payment Plan (HIPP). Payment of CI student fees and the initial installment of a tuition payment on a Tuition Installment Payment Plan (TIPP) will satisfy the payment of tuition for move-in purposes. Subsequent payments on the HIPP and TIPP must be made on time to remain in good standing with Student Business Services and prevent the placement of an account hold for non-payment. Payment plans for tuition and housing are not automatic and must be requested online in myCI on or before August 18, 2015 for Fall 2015 and on or before January 12, 2016 for Spring 2016.

1.7 Housing space and assignment of specific room type and location are at the sole discretion of CI on a space-available basis. Housing will be assigned only after completion of the housing application, and payment of the non-refundable housing application fee, and the $1,500 Housing Deposit, unless a deferral of the deposit is approved by HRE. Protocols for room assignment priority are available on the HRE website at [www.csuci.edu/housing](http://www.csuci.edu/housing). CI reserves the right to adjust the assignment protocol based on student conduct, administrative need, and space availability.

1.8 No lease or any other possessory interest in real property is created by this License Agreement. This License Agreement is for one bed space as assigned to Licensee for the 2015-2016 academic year. CI reserves the right to reassign this bed space as needed.

1.9 Licensee acknowledges there may be ambient noise and/or inconvenience associated with construction projects located near the housing buildings that may affect the Licensee’s living environment.

1.10 CI assumes no responsibility for Licensee’s property that is stolen, damaged, or destroyed in the housing facility, including periods when CI is not in session or during break periods or after this License Agreement has expired. Licensee is solely responsible for the security of Licensee’s personal property. Licensees are strongly encouraged to insure their personal property.

1.11 Licensee shall not transfer or otherwise assign this License Agreement, nor shall Licensee “sublet” assigned bed space.
1.12 Licensee must comply with CI’s immunization policies for measles, rubella, meningococcal disease and hepatitis B, as outlined in the University Catalog and through subsequent notices. Licensee must submit a personal immunization record to CI Student Health Services in accordance with these requirements.

1.13 Pursuant to Section 290.46 of the 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 www.meganslaw.ca.gov. Offenders are required by law to register with local law enforcement agencies. HRE works closely with CI University Police on all criminal matters.

2. Occupancy

2.1 CI hereby grants Licensee permission to occupy a bed space within the housing facilities beginning Friday, August 21, 2015 and ending no later than 24 hours after the Licensee’s last Spring final, or at 7 p.m. on Friday, May 13, 2016 whichever is sooner, unless otherwise terminated sooner under this License Agreement. Licensee may not occupy bed space during Winter break (please see Section 2.2), unless arrangements have been made in advance with HRE. HRE may reassign bed space at any time at its sole discretion and based on CI needs. Bed space reassignment shall not be implemented unreasonably. Licensee is bound by this License Agreement for both the Fall 2015 and Spring 2016 semesters unless otherwise agreed to in writing by HRE.

2.2 Licensee must vacate the assigned bed space for Winter break no later than Friday, December 18, 2015 at 5:00 p.m. and may return no earlier than Monday, January 4, 2016 at 10:00 a.m. Licensee’s request to remain in the assigned bed space during this break period must be submitted to HRE in writing by 5:00 p.m. December 11, 2015 and if granted will be subject to an additional fee charged on a pro-rata basis. Payment for Winter Break stay is due no later than January 4, 2016 to Student Business Services.

2.3 CI shall make a good faith effort to provide Licensee with the preferred bed space type requested. CI shall assign bed space for all registered Licensees based on availability at the time assignments are made. Fees charged to Licensee are based on the specific bed space assigned.

2.4 CI reserves the right to change bed space assignment, assign a new Licensee to share Licensee’s assigned room, or reassign a current Licensee to any unoccupied bed space at any time, and/or consolidate vacancies in the interest of health, discipline, occupancy, or for the general welfare of Licensees.

2.5 Licensee’s failure to occupy assigned bed space prior to 10:00 p.m. on the second day of classes each semester may result in cancellation of the License Agreement, and Licensee shall be subject to the payment of penalties in accordance with Section 7.3 of this License Agreement.

2.6 Priority for HRE bed space is given to CI students. CI may provide bed space to non-students on a space-available basis provided it does not create unreasonable disturbance to the HRE community.

3. Enhancement of Educational Experience

3.1 CI shall maintain a professional staff to develop a community concept to enhance Licensee’s educational experience at CI. CI has established guidelines for facilitating resident input into the governance of the housing community. The community shall be operated to enhance the educational, social, and recreational opportunities available to all Licensees.

3.2 Licensee agrees to recognize the importance of maintaining the HRE community as an environment conducive for Licensees to study, live and sleep. Licensee agrees to not disturb this environment.

3.3 Licensee must complete all HRE and CI alcohol education requirements prior to move-in.

4. Meals/Dining Plans

4.1 Licensee must purchase a CI Dining plan. Licensee’s specific bed space assignment determines the minimum required dining plan. If an upgraded plan is desired, Licensee may select from any plan that exceeds the required minimum for their room assignment. The minimum meal plan requirements are: Santa Cruz Village Basic 160 Plan, Anacapa Village Basic 60 Plan, University Glen Town Center UG Basic 30 Plan OR Basic 60 Plan, and Off-Campus Pickwick Park Apartments Off-Campus 15 Plan. The UG Basic 30 Plan is available ONLY for purchase by Licensees assigned to University Glen Town Center, and the Off-Campus 15 plan is available ONLY for purchase by Licensees assigned to Off-Campus Pickwick Park Apartments.
4.2 Licensee agrees to abide by meal plan terms as described herein. Each dining plan includes a specified number of meals per semester and the specified amount of Flex Cash per semester as outlined below:

<table>
<thead>
<tr>
<th>Dining Plans</th>
<th>Meals/Semester</th>
<th>Flex Cash per Semester</th>
<th>Avg. # of meals/week in Islands Café</th>
<th>Cost per Year</th>
<th>Santa Cruz Village Options</th>
<th>Anacapa Village Options</th>
<th>University Glen Town Center Options</th>
<th>Off-Campus Pickwick Park Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>University Glen Basic 30</td>
<td>30</td>
<td>$392.50</td>
<td>1.9</td>
<td>$1,370</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Basic 60</td>
<td>60</td>
<td>$125</td>
<td>3.8</td>
<td>$1,380</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Enhanced 75</td>
<td>75</td>
<td>$125</td>
<td>4.7</td>
<td>$1,650</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Premier 90</td>
<td>90</td>
<td>$125</td>
<td>5.6</td>
<td>$1,920</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Basic 160</td>
<td>160</td>
<td>$300</td>
<td>10</td>
<td>$3,560</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Enhanced 224</td>
<td>224</td>
<td>$200</td>
<td>14</td>
<td>$4,410</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Premier 304</td>
<td>304</td>
<td>$50</td>
<td>19</td>
<td>$4,820</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Off-Campus 15</td>
<td>15</td>
<td>$203.75</td>
<td>1</td>
<td>$700</td>
<td></td>
<td></td>
<td></td>
<td>x</td>
</tr>
</tbody>
</table>

1 Premier 304 is a full meal plan which includes all meals served weekly in Islands Café.

4.3 All dining plans are tracked via the Dolphin Card (CI student identification card). Licensee agrees to obtain a Dolphin Card and carry it on their person at all times for identification and to access their meal plan.

4.4 Licensees choosing a plan that exceeds the minimum requirement may elect to revert to the appropriate minimum meal plan on or before September 4, 2015 for Fall semester, or January 29, 2016 for Spring semester. Licensees may upgrade their plan at any time by notifying the HRE office.

4.5 Islands Café is an “Open Dining” all-you-care-to-eat dining facility. One meal credit will be deducted from Licensee’s account for each entrance to the facility. When utilizing Islands Café, Licensee agrees to take food only for Licensee’s own personal consumption. A “To-Go” meal option is available to students that may be used in lieu of dining in Islands Café for which one meal credit will be deducted. Islands Café food may be removed from the premises in “To-Go” containers only.

4.6 Meals at Islands Café are non-transferable and are for the personal use of Licensee only. Licensee may not use meal credits to purchase food for others.

4.7 Islands Café meal credits are provided in semester block form. Block meals purchased are available until either 1) the end of each semester, or 2) the block number purchased has been exhausted, whichever occurs first.

4.8 Meal credits at Islands Café expire at the end of each semester and may not be carried over to a subsequent semester. Flex Dollars will be carried over from Fall 2015 semester to Spring 2016 semester, but expire on May 13, 2016.

4.9 Unused meals and Flex Dollars are non-refundable. Licensee is strongly encouraged to maximize the use of the meal plan benefits to obtain the full value of the plan.

4.10 Dining Plan Exemptions are considered for dietary and religious reasons where CI is unable to meet Licensee’s needs. Applications for Dining Plan Exemption are available in the HRE office. Applications for Fall exemption must be received by the HRE Office by July 1, 2015. All applications for Spring semester exemption must be submitted by November 1, 2015.

5. License Fees
5.1 Licensee agrees to pay HRE License fees for the 2015-2016 academic year in accordance with Section 5.6 of this License Agreement. After May 18, 2015, some License fees are non-refundable as noted in Sections 7, 8, 9, and 10.

5.2 Licensee will be billed for assigned bed space and either the dining plan requested, or the minimum meal plan, whichever is greater. Licensee agrees to pay HRE License fees for the actual bed space provided. Licensees who do not select a meal preference will be assigned the minimum meal plan required.
5.3 No fee reductions will be granted for Licensees who receive a bed space assignment within two weeks of move-in day.

5.4 HRE License Costs for 2015-2016 Academic Year:

5.4.1 Housing and Dining Plan Costs for 2015-2016 Academic Year:

<table>
<thead>
<tr>
<th>HRE Facility</th>
<th>Bed Space Type</th>
<th>2015-2016 License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Housing</td>
</tr>
<tr>
<td>Santa Cruz Village Suites</td>
<td>Triple in a two-room suite</td>
<td>$8,760</td>
</tr>
<tr>
<td></td>
<td>Triple in a one-room suite</td>
<td>$9,250</td>
</tr>
<tr>
<td></td>
<td>Double in a two-room suite</td>
<td>$10,060</td>
</tr>
<tr>
<td></td>
<td>Double in a one-room suite</td>
<td>$10,520</td>
</tr>
<tr>
<td></td>
<td>Single room</td>
<td>$11,090</td>
</tr>
<tr>
<td>Anacapa Village Apartments</td>
<td>Double room</td>
<td>$10,520</td>
</tr>
<tr>
<td></td>
<td>Single room</td>
<td>$12,050</td>
</tr>
<tr>
<td>University Glen Town Center Apartments</td>
<td>Small double in a two-bedroom apartment</td>
<td>$10,890</td>
</tr>
<tr>
<td></td>
<td>Large double in a two-bedroom apartment</td>
<td>$11,090</td>
</tr>
<tr>
<td></td>
<td>Double in a one-bedroom apartment</td>
<td>$11,250</td>
</tr>
<tr>
<td></td>
<td>Double in a studio apartment</td>
<td>$10,190</td>
</tr>
<tr>
<td></td>
<td>Single in a studio apartment</td>
<td>$13,390</td>
</tr>
<tr>
<td></td>
<td>Single in a two-bedroom apartment</td>
<td>$12,290</td>
</tr>
<tr>
<td>Off-Campus Pickwick Park Apartments</td>
<td>Small double in a two-bedroom apartment</td>
<td>$10,890</td>
</tr>
<tr>
<td></td>
<td>Large double in a two-bedroom apartment</td>
<td>$11,090</td>
</tr>
<tr>
<td></td>
<td>Single room</td>
<td>$12,290</td>
</tr>
</tbody>
</table>

5.4.2 Dining Plan Costs for 2015-2016 Academic Year: Plan descriptions provided in Section 3.2 above.

<table>
<thead>
<tr>
<th>Dining Plans</th>
<th>Meals per Semester</th>
<th>Flex Cash per Semester</th>
<th>Cost per Year</th>
<th>Amount Billed Each Semester</th>
</tr>
</thead>
<tbody>
<tr>
<td>University Glen Basic 30</td>
<td>30</td>
<td>$392.50</td>
<td>$1,370</td>
<td>$685</td>
</tr>
<tr>
<td>Basic 60</td>
<td>60</td>
<td>$125</td>
<td>$1,380</td>
<td>$690</td>
</tr>
<tr>
<td>Enhanced 75</td>
<td>75</td>
<td>$125</td>
<td>$1,650</td>
<td>$825</td>
</tr>
<tr>
<td>Premier 90</td>
<td>90</td>
<td>$125</td>
<td>$1,920</td>
<td>$960</td>
</tr>
<tr>
<td>Basic 160</td>
<td>160</td>
<td>$300</td>
<td>$3,560</td>
<td>$1,780</td>
</tr>
<tr>
<td>Enhanced 224</td>
<td>224</td>
<td>$200</td>
<td>$4,410</td>
<td>$2,205</td>
</tr>
<tr>
<td>Premier 304</td>
<td>304</td>
<td>$50</td>
<td>$4,820</td>
<td>$2,410</td>
</tr>
<tr>
<td>Off-Campus 15</td>
<td>15</td>
<td>$203.75</td>
<td>$700</td>
<td>$350</td>
</tr>
</tbody>
</table>

5.5 Payment Options for 2015-2016:

5.5.1 Payment in full each semester: Payment in full of housing fees is required by the due date each semester as noted in Section 5.6 below. Late payments are subject to a $25 monthly fee until the balance is paid. Students who select an enhanced or premier meal plan will have a higher billing rate (see Section 5.4.2 above). Due dates are firm, even those that fall on weekends or holidays; payments may be made online, 24 hours per day, via myCI.

5.5.2 Housing Installment Payment Plan (HIPP):

5.5.2.1 Licensees wishing to pay HRE License fees in more than one installment per semester must request an HIPP.
5.5.2.2 HIPPs are not automatic; Licensee must request an HIPP online via Licensee’s myCI account. This request must be completed prior to the payment deadline for HRE License fees each semester. Refer Section 5.6 below for fee payment deadlines.

5.5.2.3 The University offers HIPPs requiring 3 installment payments for Fall 2015, and 4 installment payments for Spring 2016.

5.5.2.4 In an HIPP, the balance due for HRE License fees is divided into equal installments after prior payments and credits are applied. HIPP payments are due on the 18th of each month during the Fall 2015, and the 12th of each month in the Spring 2016 (see the schedule in Section 5.6.1 and 5.6.2 below).

5.5.2.5 Licensees with partial financial aid who register for an HIPP must make payments according to the HIPP schedule until their account balance is paid in full.

5.5.2.6 A $33, non-refundable processing fee is charged each semester to use the payment plan. This fee is due with, and in addition to, the first payment of the HIPP. This processing fee cannot be paid with financial aid and must be paid with personal funds.

5.5.2.7 Licensees with a history of late payments (two late payments or more while using the HIPP in the past) will not be permitted to use a HIPP. If Licensee does not qualify for the HIPP, payment in full is required by the due date outlined in Section 5.6. It is Licensee’s responsibility to review their myCI account to obtain account status information.

5.5.2.8 Billing notices will NOT be sent. Licensee is required to pay by the deadlines outlined in myCI. If Licensee is late on any installment payment, a $25 late fee will be assessed for each late HIPP payment and Licensee may not be permitted to use the HIPP in subsequent semesters.

5.5.3 Financial Aid

5.5.3.1 Licensees who have applied for financial aid and have an expected family contribution (EFC) of $4,000 or less AND provided all required verification documents to the Financial Aid office by May 29, 2015 for Fall semester, and December 1, 2015 for Spring semester are eligible to defer the Housing Deposit.

5.5.3.2 Licensees with an EFC of $4,000 or less that do not provide required verification documents to the CI Financial Aid office by May 29, 2015 will have the approved deferral of their deposit revoked after July 3rd and will be required to 1) Pay the $1,500 deposit, OR 2) Provide proof of accepted financial aid sufficient to cover all University obligations in order to receive a room assignment.

5.5.3.3 Licensees who have applied for financial aid that has not funded on or before the first due date for each semester, cannot defer the payment of License fees. Licensee must pay License fees when due even if financial aid has not funded by the payment due date.

5.5.3.4 Licensee must pay License fees not covered by financial aid according to the payment in full plan (Section 5.5.1) or the HIPP (Section 5.5.2). Personal payments are required when funded financial aid is less than the amount due on the due date.

5.5.3.5 Changes to financial aid may have an impact on Licensee’s balance due. Changes in financial aid, whether imposed or voluntary, will not nullify any obligations of this License Agreement. Full and prompt compliance with all Financial Aid office requests for information and response is advised to assure a timely financial aid award and disbursement.

5.6 License Fee Payment Deadlines: Deadlines for License fee payments are outlined below. Payments made after the deadlines listed below are subject to a $25 late fee even when the due date falls on a weekend or holiday.

5.6.1 Fall 2015 Payment Deadlines:

<table>
<thead>
<tr>
<th>License Agreement Received by HRE</th>
<th>Fall 2015 Total Balance Due or 1st HIPP Due Date</th>
<th>Remaining HIPP Payment Due Dates for Fall 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>New License Agreements received on or before August 18, 2015</td>
<td>Tuesday, August 18, 2015</td>
<td>September 18</td>
</tr>
<tr>
<td>New License Agreements received after August 18, 2015</td>
<td>Immediately and prior to move-in</td>
<td>October 18</td>
</tr>
</tbody>
</table>
5.6.2 Spring 2016 Payment Deadlines:

<table>
<thead>
<tr>
<th>License Agreement Received by HRE</th>
<th>Spring 2016 Total Balance Due or 1st HIPP Due Date</th>
<th>Remaining HIPP Payment Due Dates for Spring 2016</th>
</tr>
</thead>
</table>
| Academic Year Licensees, New Spring License Agreements 
  received on or before January 12, 2016 | Tuesday, January 12, 2016 | February 12 
  March 12 
  April 12 |
| New Spring License Agreements 
  received after January 12, 2016 | Immediately and prior to move-in | |

5.7 CI shall apply all payments made by Licensee to CI financial obligations according to due date and CI priority. No physical invoice will be issued to Licensee. The Licensee shall monitor CI account balances through the use of myCI. The HRE deposit will be applied to License fees and any HRE cancellation penalties incurred by Licensee.

5.8 CI shall assess a late payment fee of $25 if a Licensee fails to make any License Agreement payment(s) by the stated due date in this License Agreement or on myCI.

6. Maintenance of Premises

6.1 CI shall provide Licensee with bed space furnishings. An online Room Inventory Form (RIF) shall be completed by the Licensee upon check-in. Licensee agrees to maintain furnishings in the condition received at check-in. Licensee may not move CI property including room and common area furnishings within the buildings or remove said items from the room or apartment without written authorization from HRE. Licensee agrees to give reasonable care to the assigned space and its furnishings, and to promptly upon demand by CI make payment for any damage, repair, loss or necessary cleaning during the semester or incurred after check-out in returning the assigned space to its original condition.

6.2 Licensee agrees to not make alteration to the housing facility without permission from HRE.

6.3 Licensee agrees to not possess any gun, firearm, ammunition, fireworks, explosives, flammable material, dangerous weapons or any other material or instrument which CI has identified as posing an unreasonable risk of damage or injury.

6.4 Licensee agrees to not tamper with security and fire safety equipment and Licensee agrees to follow established CI and HRE security and safety procedures.

6.5 Air conditioning is not provided within Santa Cruz, Anacapa Villages and Off-Campus Pickwick Park Apartments. Use and/or installation of portable air conditioning units are strictly prohibited. Licensees are provided with refrigerators; additional refrigerators are prohibited. In University Glen Town Center and in Off-Campus Pickwick Park Apartments use of utilities is limited. Exceeding established utility usage may result in a utility surcharge.

6.6 Licensee agrees to maintain the assigned space in a clean and orderly condition at all times and shall correct any cleaning deficiencies as requested by HRE staff. Health, Safety & Occupancy Checks of apartments and suites will be made on a scheduled basis by HRE; advance notice is provided of Health, Safety & Occupancy Checks.

6.7 Upon expiration of this License Agreement, or upon departure from student housing, Licensee shall follow all specified HRE check-out procedures and return all keys or follow the approved express check-out procedures. Failure to check-out according to procedure may result in a $150 charge for improper check-out, lost key charges, and cleaning and/or maintenance charges reasonably attributable to Licensee. Instructions for move-out are available at the HRE website in the CI Resident Handbook.

7. Cancellation Prior to Occupancy

7.1 Licensee agrees to pay for the full term of this License Agreement except as follows: Licensee may cancel this License Agreement for any reason up to July 21, 2015 by providing written notice to the HRE office. For new Spring 2016 residents, notification of cancellation must be received by December 16, 2015.

7.2 Cancellation requests made fewer than 30 days prior to occupancy (after July 21, 2015 for Fall or after December 16, 2015 for new Spring Licensees) must be approved in writing by HRE.

7.2.1 Licensees who request to cancel this License Agreement and vacate the bed space assignment shall give at least thirty (30) days written notice and the reason for the cancellation request.
7.2.2 CI may, in its sole discretion, grant or deny a request for cancellation submitted pursuant to Subsection 7.2.1. The determination will be based on the following standards, with appropriate verification: 1) End of Student Status, 2) Marriage, or 3) Extreme Hardship.

7.3 Cancellation Penalty: $200 may be collected or retained by CI in the event of an approved cancellation, in whole or in part, as described below:

7.3.1 $100 of the Cancellation Fee will be collected/retained from Licensees who cancel their License Agreement between May 19, 2015 and July 3, 2015.

7.3.2 $200 of the Cancellation Fee shall be collected/retained from Licensees who cancel their License Agreement between July 4, 2015 and July 21, 2015.

7.3.3 Cancellations requested and approved after July 21, 2015 shall result in assessment of $200 Cancellation Fee in addition to pro-rated License fees as outlined in Section 7.2.1.

7.3.4 Licensee will not incur a cancellation penalty if cancellation is received on or before May 18, 2015.

8. Cancellation of License Agreement after Occupancy

8.1 Any Licensee who requests cancellation of this License Agreement after occupancy of the facility shall give CI at least thirty (30) days written notice of a request to cancel and the reason therefore by completion and submission of a Request for Release of License Agreement (RRLA) form (available on the HRE website). CI, in its sole discretion, may grant or deny cancellation requests and will consider the following factors, with appropriate verification: (1) End of student status; (2) Marriage; and/or (3) Extreme hardship.

8.1.1 For Licensees who withdraw from the University, the University’s approval of the request to cancel this Licensee will result in an assessment of a thirty (30) day charge starting from the date Licensee requests the License Agreement cancellation or the date of Licensee’s University withdrawal, whichever is later.

8.1.2 For Licensees who remain enrolled at the University, the University’s approval of the request to cancel this License Agreement will result in an assessment of a thirty (30) day charge starting from the date Licensee requests the cancellation or the date of Licensee’s check-out, whichever occurs later. If the University denies Licensee’s request to cancel this License Agreement, Licensee will be assessed for charges for the full License Agreement period plus non-refundable License fees. In either case, charges will be prorated if a replacement Licensee acceptable to the University is found.

8.1.3 Replacement of Licensees shall be processed after all other vacancies have been filled and then on a first-come, first-served basis. Replacements due to removal will be processed after all vacancies and approved cancellations.

8.2 Cancellations requested and approved after occupancy shall result in a $200 Cancellation Fee in addition to pro-rated License fees as described in Section 8.1.2.

8.3 Approved cancellation of this Agreement, removal due to breach of License Agreement, or abandonment of the License Agreement by Licensee shall not release Licensee from the obligation to pay any charges due and payable under this License Agreement.

9. Revocation of License Agreement

9.1 CI may revoke this License Agreement and assess License fees to Licensee for the full License Agreement period plus non-refundable fees upon the occurrence of any of the following:

A) Misconduct as listed in Section 41301, Title 5, of the California Code of Regulations.

B) Licensee’s breach of any term or condition of this License Agreement, including failure to pay License fees.

C) Licensee’s abandonment of the premises or failure to check in by 10:00 p.m. of the second day of classes in the first term of the Agreement.

9.2 The University may revoke this License Agreement and assess the Licensee an amount equal to pro-rata charges for each day beyond the commencement of the License Agreement period for any of the following reasons:

A) Administrative necessity of the University. Administrative necessity exists when any condition, not reasonably foreseen at the time of signing by the University, occurs that prevents the University from making an assigned space available to Licensee. Such conditions include, but are not limited to: Unfinished construction of new facilities, damage caused by natural disaster, vandalism; or

B) Licensee’s academic dismissal from the University; or

C) Licensee’s failure to maintain minimum enrollment requirements as stated in Section 1.4 of this Agreement.
9.3 The University shall provide Licensee not less than three (3) days written notice in the event of an occurrence described in Sections 9.1A and 9.1B and not less than fourteen (14) days written notice in event of an occurrence in Sections 9.2.A and 9.2.B, except in cases of emergency. No notice shall be required in the event of an occurrence described in 9.1.C.

10. Abandonment by Licensee: Except as permitted in Sections 7 and 8, abandonment of assigned space by Licensee shall not release Licensee from paying any obligation due to CI under this License Agreement.

11. Destruction or Unavailability: In the event a bed space is destroyed or otherwise becomes unavailable as the result of conditions not reasonably foreseen at the time this License Agreement is enacted (but not as a result of conditions caused by Licensee), and HRE has no available alternative bed space, Licensee shall be entitled to a pro-rata refund of any License fees paid for the period the bed space is destroyed or becomes permanently unavailable. Such conditions include, but are not limited to, damage caused by floods, slides, fire, earthquake, other natural disasters; vandalism; civil disorder; compliance with state or federal law; interruption of basic services because of labor strife. For periods requiring short-term vacancy not within CI’s control, such as: Campus evacuation, emergency, or general resident safety, CI may require short-term vacancy for which CI shall not compensate Licensee.

12. Refunds: CI shall authorize refunds only as provided in Title 5 of the California Code of Regulations or this License Agreement. (Title 5 is the California Code of Regulations governing CSU Student Housing – Title 5, Division 5, Chapter 1, Subchapter 5, Article 5: Housing, and Article 6: Meals):

13. Vacating Assigned Bed Space at the Expiration of the License Agreement: Licensee agrees to vacate the facility within 24 hours of their last final exam of the Spring 2016 but no later than 7:00 p.m. on May 13, 2016. Licensees withdrawing from CI prior to the end of the academic year shall vacate their assigned space within 24 hours after such withdrawal and complete required check out procedures prior to departure from student housing. All assigned space shall be inspected as prescribed by the check-out procedure for cleanliness and damage. Failure to abide by proper check out procedures may result in Licensee being assessed charges for improper check-out as described in Section 6.7 above.

14. Default of Licensee: Failure of Licensee to satisfy the financial obligations of this License Agreement may result in one or more of the following:
14.1 Assessment of late fee(s) as stated in the fee schedule.
14.2 Suspension of meal service without compensation for missed meals.
14.3 Revocation of the License Agreement.
14.4 Eviction.
14.5 Withholding of University services pursuant to Section 42380, et seq., of Title 5, California Code of Regulations. This includes:
14.6 Offset of paychecks, loans, grants, scholarships or any refunds payable through the University, or tax refunds through the Franchise Tax Board.
14.7 Notification of default to credit bureau organizations.
14.8 Payment of collection costs incurred by the University, its agents, contractors, and assigns in the collection of the delinquent obligation.
14.9 Legal action to collect unpaid obligations.
14.10 By signing the License Agreement, Licensee, or Guarantor if applicable, consents to the release of information from student educational records to non-University third parties such as credit bureaus, credit gathering organizations, skip tracers, billing agencies, collection agencies, legal counsel, parents, and employees, who may, in the judgment of the University, be necessary or helpful in the collection of delinquent obligations arising out of the License Agreement.
15. **Right of Entry:** The University shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purposes. 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. During break periods repairs and/or construction projects may be necessary. Projects requiring entry into Licensee’s room will typically occur with advance notice, whenever possible. Licensee will be responsible for safeguarding personal belongings. Health, Safety & Occupancy Checks of the facilities will be made on a regular basis by University staff.

16. **Insurance:**
   
   16.1 The University has no insurance to cover personal or property damage sustained by Licensee. Therefore, the University highly recommends that Licensee obtain insurance, such as a renter’s policy.

   16.2 The University does not maintain individual or group health and accident insurance. Therefore, the University highly recommends that Licensee obtain health and accident insurance.

17. **Visitors and Guests:** Licensee agrees to abide by guest requirements as outlined in the CI Resident Handbook and shall permit no visitors or guests to enter University housing facilities except as permitted. Licensee agrees to pay charges assessed by HRE for unapproved overnight guests and guests who stay beyond the number of approved nights.

18. **Non Waiver:** The waiver of any breach of a term or condition of this License Agreement shall not constitute a waiver of any subsequent breach.

19. **Taxable Possessory Interest:** It is the position of the University that this License Agreement does not create a taxable possessory interest in real property. However, pursuant to Revenue and Taxation Code Section 107.6, Licensee is hereby notified that a taxing authority may take a contrary view and may assess Licensee.

20. **Abandoned Property:** Licensee agrees that any personal effects, valuables or other property left in the room or apartment at the end of the License Agreement period and not reclaimed within 18 days after the end of the License Agreement period, shall be deemed abandoned property and the University may retain or dispose of said property through sales, donation, or in such manner as the University determines in its sole discretion. Licensee shall not store articles and belongings in the University housing facilities during the Summer.

21. **Internet Access:** As a condition of obtaining and using Internet access, the Licensee agrees to adhere to the University’s Interim Policy on Responsible Use: [http://policy.csuci.edu/IT/03/IT.03.001.htm](http://policy.csuci.edu/IT/03/IT.03.001.htm). Violation of this policy may result in the revocation of the Licensee’s Internet access in addition to HRE and University sanctions. Licensee agrees to follow all precautionary guidelines for appropriate use and computer maintenance as set forth by the Technology & Communication Department prior to gaining Internet access. The use of wireless internet routers and cordless telephones are prohibited.