

SUMMER 2023 HOUSING & RESIDENTIAL EDUCATION LICENSE AGREEMENT

This Housing & 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 ("CSUCI" or "University") and the student named on this signature page as noted below ("Licensee").

Copies of the License Agreement are available on the Housing & Residential Education ("HRE") website, and through myCI when submitted via Student Housing application. Standards for HRE and University conduct are located online as listed below (please note internet addresses are subject to change; if you are not directed to the appropriate page, please visit https://www.csuci.edu/).

- CSU Channel Islands Housing & Residential Education License Agreement (Choose "Summer 2023"): https://www.csuci.edu/housing/accommodations-rates/license-agreement.htm
- 2022-2023 COVID-19 Housing License Addendum: https://www.csuci.edu/housing/accommodations-rates/documents/2022-2023-covid19-housing-license-addendum.pdf
- University Policies & CSU Standards for Student Conduct: https://www.csuci.edu/campuslife/student-conduct/university-policies.htm
- Resident Handbook: https://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: <u>Housing</u> and Article 6: <u>Meals</u>)

Select Summer Occupancy Dates:			
Summer occupancy is only available between May 26, 2023 and August 4, 2023. Licensee must provide intended start and end dates of occupancy below. If dates of occupancy are not indicated, the term of this License shall be May 26 - August 4, 2023.			
Move-in date:	Move-out date:		
I have also read and understand the feessummer 2023 term and that early cance and 7). I acknowledge I am responsible for Residential Education License Agreement	rusing & Residential Education License Agreement Terms and Conditions. Structure and payment schedule. I understand this License Agreement is for the llation requires an approved release from the license agreement (See Section 6 or, and agree to abide by, the standards, terms and conditions in the Housing & t, the HRE COVID-19 requirements, the CSU Standards for Student Conduct, the V California Code of Regulations as signified by my signature below.		
Licensee Name:	Student ID#:		
Licensee Signature:			
my signature below, I agree to the terms	ntering into this License Agreement, a parent or guardian Guarantor is required. By of this License Agreement on behalf of the above-named Licensee, and in the event esponsibility for fulfillment of the financial requirements outlined herein.		
Guarantor Name:	Relationship to Licensee:		
Guarantor Signature:	Date:		
Office Use Only: This Housing & Residen	tial 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 within the following CSUCI student housing facilities; Town Center (TC), Licensee hereby agrees to make payments to the University as outlined in Section 3 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 https://govt.westlaw.com, 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, any CSUCI and HRE COVID-19 Requirements, the CSUCI Resident Handbook, the CSUCI Student Guidebook, HRE newsletters, or communication from HRE, and the Student Code of Conduct. CSUCI 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 COVID-19 Occupancy Requirements:

- 1.4.1 Licensee agrees to comply with all directives, policies, and orders of CSUCI and Board of Trustees of the California State University (collectively the University) related to COVID-19, as may be amended from time to time during the term of this License, including, but not limited to, all requirements for protective masking, social distancing, testing, isolation, and quarantine.
- **1.4.2** Licensee agrees to comply with all applicable federal, state, and local public health laws, regulations, orders, and guidance related to COVID-19, as may be amended from time to time during the term of this License.
- **1.4.3** Licensee agrees to comply with any COVID-19 testing protocols that may be required by the University and to reasonably cooperate with the University in discharging Licensee's obligations under this section.
- **1.4.4** Licensee understands and agrees that COVID-19 immunization may be required in the future by the University as a condition of continued occupancy. In the event that the University determines that COVID-19 immunization will be required for continued occupancy, Licensee agrees to provide the University proof of vaccination within the time period and in the manner requested by the University.
- **1.5** This License Agreement is contingent on the Licensee's University student status. Licensee must meet one or more of the following conditions, has a current financial account without an unpaid balance from a prior term and:
 - a. enrollment in at least six (6) units at CSU Channel Islands during summer 2023; or
 - b. enrollment as a CSUCI student in spring 2023; or
 - c. enrollment as a CSUCI student in fall 2023.

If the Licensee fails to meet one of these requirements, the University may revoke this License Agreement in accordance with the provisions in Section 6 of this agreement.

- 1.6 Licensees are responsible for ensuring the completed License Agreement is received by HRE at CSUCI. Housing space cannot be confirmed until Licensee submits a signed or electronically signed 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.
- 1.7 CSUCI 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 HRE License fees, OR (b) the first installment of the Housing Installment Payment Plan (HIPP). Subsequent payments on the HIPP 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 housing are not automatic and must be requested online in myCl on or before June 15, 2023 for summer 2023.
- 1.8 Housing space and assignment of specific room type and location are at the sole discretion of CSUCI on a space-available basis. Protocols for room assignment priority are available on the HRE website at www.csuci.edu/housing. CSUCI reserves the right to adjust the assignment protocol based on student conduct, administrative need, and space availability.
- 1.9 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 2023 summer period. CSUCI reserves the right to reassign this bed space as needed.
- **1.10** 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.

- 1.11 CSUCI assumes no responsibility for Licensee's property that is stolen, damaged, or destroyed in the housing facility, including periods when CSUCI 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.
- **1.12** Licensee shall not transfer or otherwise assign this License Agreement, nor shall Licensee "sublet" Licensee's assigned bed space.
- 1.13 Licensee must comply with CSUCI's immunization policies as outlined in the University Catalog and through subsequent notices. Licensee must submit a personal immunization record to CSUCI Student Health Services in accordance with these requirements.
- **1.14** 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 CSUCI University Police on all criminal matters.

2. Occupancy

- 2.1 CSUCI hereby grants Licensee permission to occupy a bed space within the housing facilities beginning Friday, May 26, 2023 and ending no later than 5:00 p.m. Friday, August 4, 2023, unless otherwise noted in writing on the signature page of this License Agreement on the date of submission or unless otherwise terminated under the provisions of this License Agreement. The License Agreement may not extend beyond August 4, 2023 unless an academic year license agreement for 2023 2024 has been accepted and confirmed with required payment. HRE may reassign bed space at any time at its sole discretion and based on CSUCI needs. Bed space reassignment shall not be made unreasonably.
- 2.2 Housing fees do not cover periods preceding or following the stated License period. Requests to move in early, which includes period between spring 2023 and beginning of summer license agreement must be completed through the Student Housing portal. To extend occupancy at the end of the license period, which is only available to students who are licensed for 2023-24 academic year, request must be submitted via the Student Housing portal. Approval is subject to space availability, and an additional nightly fee will be charged.
- **2.3** Specific assignment of a bed space shall be made by the University at the time of occupancy. All Summer Licensees should anticipate a room assignment located in Town Center.
- **2.4** CSUCI 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, facility repair, or for the general welfare of Licensees.
- **2.5** Failure of Licensee to occupy his/her assigned bed space prior to 10:00 p.m. on the second day of scheduled occupancy may result in cancellation of the License Agreement and Licensee shall be subject to the payment of penalties, in accordance with Sections 6 and 7 of this License Agreement.
- 2.6 Licensee shall vacate the housing facility on the expiration of the License period, or upon revocation of this License Agreement, whichever occurs first.

3. License Fees

- **3.1** Licensee agrees to pay HRE License fees for summer 2023 in accordance with the provisions of Section 3.6 of this License Agreement.
- **3.2** The University shall apply all payments made by Licensee to the University for registration or payment of outstanding debts to the University before applying them to the Licensee's housing obligation. No physical invoice will be issued to the Licensee. The Licensee shall monitor his/her University account balance through the use of myCl.
- **3.3** Late Payment Provision. The University shall assess a late payment fee of \$25 if a Licensee has not made a housing payment by the stated due date in this License Agreement via myCl.
- **3.4** Licensees for summer receive room only; no board is required or provided.

3.5 Housing costs for summer 2023:

Village Location	Room Rate
Town Center	\$2,440

3.6 Licensees wishing to pay HRE License fees in more than one installment this summer must request a Housing Installment Payment Plan (HIPP); refer to section 4.2 for additional information. It is the responsibility of the Licensee to check their myCl account to remain up-to-date on account status. Due dates are firm, even those that fall on weekends or holidays; payments maybe madeonline.24 hours per day, via myCl.

License Agreement Received by HRE	Summer 2023 Total Balance Due, or 1 st HIPP Due Date	Remaining HIPP Payment Due Dates for Summer 2023	
On or before May 15, 2023	Friday, May 15, 2023	June 15, 2023 July 15, 2023	
After May 15, 2023	Immediately and prior to move-in		

- **3.7** Confirmed financial aid may be used to satisfy License fees. Licensee is responsible for payment of all fees not covered by financial aid.
- 4. Payment Options for Summer 2023
 - **4.1** Payment in full due before date of occupancy: Late payments are subject to a \$25 monthly fee until the balance is paid. Due dates are firm, even those that fall on weekends or holidays; payments may be made online, 24 hours per day, via myCl.
 - 4.2 Housing Installment Payment Plan (HIPP):
 - 4.2.1 Licensees wishing to pay HRE License fees in more than one installment this summer must request and HIPP.
 - **4.2.2** HIPPs are not automatic; Licensee must request an HIPP online via Licensee's myCl account. This request must be completed prior to the payment deadline for HRE License fees this summer. Refer Section 3.6 above for fee payment deadlines.
 - **4.2.3** The University offers HIPPs requiring three installment payments for summer 2023.
 - **4.2.4** 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 15th of each month in the summer 2023 (see the schedule in Section 3.6 above).
 - **4.2.5** 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.
 - **4.2.6** 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.
 - **4.2.7** Licensees with a history of late payments (two late payments or more while using the HIPP in the past) may 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 3.6. It is Licensee's responsibility to review their myCl account to obtain account status information.
 - **4.2.8** Billing notices will NOT be sent. Licensee is required to pay by the deadlines outlined in myCl. 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. Maintenance of Premises

- 5.1 CI shall provide Licensee with bed space furnishings. An online Room Inventory Form (RIF) shall be completed by Licensee upon check-in. Licensee agrees to maintain furnishings in the condition received at check-in. Licensee may not move CSUCI 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 CSUCI 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.
- 5.2 Licensee agrees to not make alteration to the housing facility without permission from HRE.
- **5.3** Licensee agrees to not possess any gun, firearm, ammunition, fireworks, explosives, flammable material, dangerous weapons or any other material or instrument which CSUCI has identified as posing an unreasonable risk of damage or injury.
- 5.4 Licensee agrees to not tamper with security and fire safety equipment and Licensee agrees to follow established CSUCI and HRE security and safety procedures.

- **5.5** Town Center utilities may be limited; exceed established \$100 limit may result in a surcharge. Use and or installation of portable air conditioning units is strictly prohibited. Licensees are provided with refrigerators; additional refrigerators are prohibited.
- 5.6 Licensee agrees to maintain the assigned space in a clean and orderly condition 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.
- 5.7 Upon expiration of this License Agreement, Licensee shall follow all specified HRE check-out procedures and return all keys or follow the approved express check-out procedures through HRE's main office. 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 Resident Handbook.

6. Cancellation of License Agreement Prior to or after Occupancy

- **6.1** Licensee agrees to pay for the full term of this License Agreement except as follows: Licensee may cancel this agreement for any reason by providing written notice to the HRE office by submitting a cancellation request form located on the top menu bar via the housing portal.
 - **6.1.1** Licensee who requests to cancel this License Agreement and vacate the bed space assignment shall give at least **30** days written notice and the reason for the cancellation request.
- **6.2** Cancellation Penalty:
 - **6.2.1** \$100 cancellation fee will be collected/retained from Licensees who cancel their License Agreement on or before May 25, 2023.
 - **6.2.2** Cancellation request received on or after May 26, 2023 will incur a \$200 Cancellation Fee in addition to a thirty (30) day proration of License fees as outlined in Section 6.1.1.
- **6.3** Licensee will be considered a "no show" if they have not occupied the assigned space by 10:00 p.m. on the second day following the first day of this Licensee. Licensee shall be subject to the payment of penalties in accordance with Section 6.2.2 of this License Agreement.
- **6.4** Approved cancellation of this License, removal of Licensee, or abandonment of the License Agreement by Licensee shall not release Licensee from the obligation for fees payable under this License Agreement.
- **6.5** If Licensee vacates before the last day of the license period, the Licensee will remain responsible for full payment for the entire license period.

7. Revocation of License Agreement

- **7.1** CSUCI may revoke this License Agreement and assess License fees to Licensee for the full License period plus nonrefundable fees upon the occurrence of any of the following:
 - A) Misconduct listed in Section 41301, Title 5, 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 academic term of the License.
- **7.2** 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 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 or vandalism or a drop in the usual rate of cancellation resulting in over-booking of the facility; or
 - B) Licensee's academic dismissal from the University; or
 - C) Licensee's failure to maintain occupancy eligibility as stated in Section 1.4 and 1.5 of this Agreement.
- 7.3 The University shall provide Licensee not less than three (3) days written notice in the event of an occurrence described in subsection 7.1A, and not less than fourteen (14) days written notice in event of an occurrence in subsection 7.2, except in cases of emergency. No notice shall be required in the event of an occurrence described in 7.1.C.

- **8. Abandonment by Licensee:** Except as permitted in Section 6, abandonment of assigned space by Licensee shall not release Licensee from paying any obligation due to CSUCI under this License Agreement.
- 9. 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 CSUCI's control, such as: Campus evacuation, emergency, or general resident safety, CSUCI may require shot-term vacancy for which CSUCI shall not compensate Licensee.
- 10. Refunds: CSUCI shall authorize refunds only as provided in Title 5 of the California Code of Regulations or this License Agreement. (Title 5 is the California Education Code governing CSU Student Housing Title 5, Division 5, Chapter 1, Subchapter 5, Article 5: Housing, and Article 6: Meals): https://govt.westlaw.com.
- 11. Vacating the Housing Facility at the Expiration of the License Agreement: Licensee agrees to vacate the facility no later than 5:00 p.m. on August 4, 2023. 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 5.7.
- **12. Default of Licensee:** Failure of Licensee to satisfy the financial obligations of this License Agreement may result in one or more of the following:
 - **12.1** Assessment of late fee(s) as stated in the fee schedule.
 - 12.2 Revocation of the License Agreement.
 - 12.3 Eviction.
 - 12.4 Withholding of University services pursuant to Section 42380, et seq., of Title 5, California Code of Regulations. This includes:
 - A) Withholding official transcripts
 - B) Denial of registration
 - **12.5** Offset of paychecks, loans, grants, scholarships or any refunds payable through the University, or tax refunds through the Franchise Tax Board.
 - **12.6** Notification of default to credit bureau organizations.
 - **12.7** Legal action to collect unpaid obligations.
 - **12.8** Payment of collection costs incurred by the University, its agents, contractors, and assigns in the collection of the delinquent obligation.
 - 12.9 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.
- 13. 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. Licensee is hereby noticed that 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 and Safety Checks of the facilities will be made on a regular basis by University staff.

14. Insurance:

- 14.1 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.
- 14.2 The University does not maintain individual or group health and accident insurance. The University highly recommends that Licensee obtain health and accident insurance.
- 15. Visitors and Guests: Licensee agrees to abide by guest requirements as outlined in the CSUCI Resident Handbook and any HRE COVID-19 requirements that may be imposed with notice 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.
- **16. 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.
- 17. 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 this License Agreement.
- 18. Abandoned Property: Licensee agrees that any of Licensee's personal effects, valuables or other property left in the room or apartment after expiration of the license period and not reclaimed within 18 business days after the end of the License Agreement period, shall be deemed abandoned property and the University may retain or dispose of it through sales, donation, or in such other manner as the University determines in its sole discretion. Licensee shall not store articles and belongings in the University housing facilities during summer.
- 19. 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: https://policy.csuci.edu/sp/4/sp-04-005.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 Information Technology Services prior to gaining internet access. The use of wireless internet routers and cordless telephones are prohibited.