

Spring 2020 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") 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 as the Student Housing Application. Standards for HRE and University conduct can be found online 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 & Residential Education License Agreement:**
<http://www.csuci.edu/housing/accommodations-rates/license-agreement.htm>
- **CSU Standards for Student Conduct:**
<https://www.csuci.edu/campuslife/student-conduct/student-code-of-conduct.htm>
- **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](#))

I have read and understand the entire Housing & Residential Education License Agreement Terms and Conditions.

I have also read and understand the fee structure and payment schedule. Bed space and Board plan preferences were indicated in my online Housing application. **I understand this License Agreement is for the spring 2020 semester and that early cancellation requires an approved release from the license agreement.**

I acknowledge that I am responsible for, and agree to abide by, the standards, terms, and conditions in the Housing & Residential Education License Agreement, the CSU Standards for Student Conduct, the CSUCI Resident Handbook, and the California Code of Regulations as signified 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 & 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 student housing facilities: Anacapa Village (AV), Santa Cruz Village (SCV), Santa Rosa Village (SRV), Town Center (TC), 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> 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 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** Licensee must remain enrolled in at least nine (9) course units at CSUCI to be eligible for on-campus residency according to the deadlines noted below. License and room assignment are subject to revocation if enrollment requirement is not met by the stated deadline.

Term	Students in the following Categories	Deadline for Enrollment in 9 or more units
Spring 2020	All CSUCI Students	January 3, 2020

- 1.5** Licensees are responsible for ensuring the completed License Agreement is received by HRE at CSUCI. 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. Once the license agreement is accepted by the University, all financial terms are binding.
- 1.6** 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 tuition and student fees and HRE License fees, OR (b) payment of tuition and student fees and the first installment of the Housing Installment Payment Plan (HIPP). Payment of 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 for housing are not automatic and must be requested online in myCI on or before January 21, 2020 for spring 2020.
- 1.7** Housing space and assignment of specific room type and location are at the sole discretion of CSUCI 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. Eligibility 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.
- 1.8** 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 **spring 2020** semester. CSUCI 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** 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.
- 1.11** Licensee shall not transfer or otherwise assign this License Agreement, nor shall Licensee "sublet" assigned bed space.

1.12 Licensee must comply with CSUCI'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 CSUCI 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 <http://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, January 24, 2020 and ending no later than 24 hours after the Licensee's last spring final, or at 7 p.m. on Friday, May 22, 2020 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 CSUCI needs. Bed space reassignment shall not be implemented unreasonably. **Licensee is bound by this License Agreement for the spring 2020 semester unless otherwise agreed to in writing by HRE.**

2.2 CSUCI shall make a good faith effort to provide Licensee with the preferred bed space type requested. CSUCI 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.

2.3 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, or for the general welfare of Licensees.

2.4 Licensee's failure to occupy assigned bed space prior to 10 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.

2.5 Priority for HRE bed space is given to CSUCI students. CSUCI 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 CSUCI shall maintain a professional staff to develop a community concept to enhance Licensee's educational experience at CSUCI. CSUCI 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 not to disturb this environment.

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

4. Meals/Dining Plans

4.1 Licensee must purchase a CSUCI 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 Rosa and Santa Cruz Villages: Basic 160 Plan; Anacapa Village: Basic 60 Plan; and Town Center: Basic 30 Plan OR Basic 60 Plan.

- 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:

Dining Plans by Living Area	Meals/ Semester	Flex Cash per Semester	Avg. # of meals/ week in Islands Café	Cost per Semester	Santa Rosa and Santa Cruz Village	Anacapa Village	Town Center
Town Center Basic 30	30	\$392.50	1.9	\$700			x
Basic 60	60	\$125	3.8	\$705		x	x
Enhanced 75	75	\$125	4.7	\$840		x	x
Premier 90	90	\$125	5.6	\$980		x	x
Basic 160	160	\$300	10	\$1,815	x	x	x
Enhanced 224	224	\$200	14	\$2,250	x	x	x
Premier 304 ¹	304	\$50	19	\$2,460	x	x	x

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

- 4.3 All dining plans are tracked via the Dolphin Card (CSUCI 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 February 7, 2020 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 expire on May 22, 2020.
- 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 CSUCI is unable to meet Licensee's needs. Applications for Dining Plan Exemption are available in the HRE office. All applications for spring 2020 semester exemption must be submitted by December 2, 2019.

5. License Fees

- 5.1 Licensee agrees to pay HRE License fees for the spring 2020 semester in accordance with Section 5.6 of this License Agreement. **After December 24, 2020, 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 based on location of room assignment, whichever is greater. Licensee agrees to pay HRE License fees for the actual bed space type 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 Spring 2020 Academic Semester:

5.4.1 Housing and Dining Plan Costs for Spring 2020 Academic Semester:

Living Area	Room Type	Room	Minimum Board	Minimum Billed Each Semester
Santa Rosa Residence Hall	Triple occupancy	\$4,075	\$1,815	\$5,890
	Double occupancy	\$4,870	\$1,815	\$6,685
	Single occupancy	\$5,410	\$1,815	\$7,225
Santa Cruz Suites	Triple occupancy in a two-room suite	\$4,605	\$1,815	\$6,420
	Triple occupancy in a one-room suite	\$4,860	\$1,815	\$6,675
	Double occupancy in a two-room suite	\$5,285	\$1,815	\$7,100
	Double occupancy in a one-room suite	\$5,530	\$1,815	\$7,345
	Single occupancy	\$5,830	\$1,815	\$7,645
Anacapa Apartments	Double occupancy	\$5,530	\$705	\$6,235
	Single occupancy	\$6,335	\$705	\$7,040
Town Center Apartments	Double occupancy in a Studio apartment	\$5,355	\$700	\$6,055
	Small Double occupancy in a 2-bedroom apartment	\$5,725	\$700	\$6,425
	Large Double occupancy in a 2-bedroom apartment	\$5,830	\$700	\$6,530
	Double occupancy in a 1-bedroom apartment	\$5,910	\$700	\$6,610
	Single occupancy in a 2-bedroom apartment	\$6,460	\$700	\$7,160
	Single occupancy in a studio apartment	\$7,035	\$700	\$7,735

5.4.2 Meal Plan Costs for Spring 2020 Academic Semester: Plan descriptions provided in Section 4.2 above.

Dining Plans	Meals per Semester	Flex Cash per Semester	Amount Billed Each Semester
Town Center Basic 30	30	\$392.50	\$700
Basic 60	60	\$125	\$705
Enhanced 75	75	\$125	\$840
Premier 90	90	\$125	\$980
Basic 160	160	\$300	\$1,815
Enhanced 224	224	\$200	\$2,250
Premier 304	304	\$50	\$2,460

5.5 Payment Options for Spring 2020:

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 four installment payments for spring 2020.
- 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 21st of each month during the spring 2020 (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) 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 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, have a federal expected family contribution (EFC) of \$4,000 or less, AND satisfy all document verification requirements with the Financial Aid & Scholarships office by October 11, 2019 for spring semester are eligible to defer the Housing deposit. Documents submitted for verification must be complete, legible, and accepted by the Financial Aid & Scholarships office.
- 5.5.3.2 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.
- 5.5.3.3 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.
- 5.5.3.4 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 & Scholarships office requests for information and response is advised to ensure 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 Spring 2020 Payment Deadlines:

License Agreement received by HRE	Spring 2020 total balance due or 1 st HIPP due date	Remaining HIPP due dates for Spring 2020
Academic Year Licensees, new Spring License Agreements received on or before January 21, 2020	Tuesday, January 21, 2020	February 21 March 21 April 21
New Spring License Agreements received after January 21, 2020	Immediately and prior to move-in	

- 5.7 CSUCI shall apply all payments made by Licensee to CSUCI financial obligations according to due date and CSUCI priority. No physical invoice will be issued to Licensee. The Licensee shall monitor CSUCI 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** CSUCI 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 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.
- 6.2** Licensee agrees not to 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 CSUCI has identified as posing an unreasonable risk of damage or injury.
- 6.4** Licensee agrees not to tamper with security and fire safety equipment and Licensee agrees to follow established CSUCI and HRE security and safety procedures.
- 6.5** Air conditioning is not provided within Santa Rosa, Santa Cruz, or Anacapa Villages. Use and or installation of portable air conditioning units are strictly prohibited. Licensees are provided with refrigerators; additional refrigerators are prohibited. In Town Center, the use of utilities is limited to \$100 per billing cycle. 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 checkout procedures and return all keys or follow the approved express checkout procedures. Failure to checkout according to procedure may result in a \$150 charge for improper checkout, 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.

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 December 24, 2019 by completion of an electronic Cancellation Request via the student housing portal.
- 7.2** Cancellation requests made fewer than 30 days prior to occupancy (December 24, 2019 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 30 days written notice and the reason for the cancellation request.
 - 7.2.2** CSUCI 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 CSUCI in the event of an approved cancellation, in whole or in part, as described below:
 - 7.3.1** \$200 of the Cancellation Fee shall be collected/retained from Licensees who cancel their License Agreement between November 25, 2019 and December 24, 2019.
 - 7.3.2** Cancellations requested and approved after December 24, 2019 shall result in assessment of \$200 Cancellation Fee in addition to pro-rated License fees as outlined in Section 7.2.1.
 - 7.3.3** Licensee will not incur a cancellation penalty if cancellation is received on or before November 24, 2019.

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 CSUCI at least 30 days written notice of a request to cancel and the reason therefore by completion and submission of an electronic Cancellation Request form which can be found via the student housing portal . CSUCI, 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 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 30-day charge starting from the date Licensee requests the cancellation or the date of Licensee's checkout, 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 pro-rated 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 license revocation 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 License 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** CSUCI 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 days written notice in the event of an occurrence described in Sections 9.1A and 9.1B and not less than 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 CSUCI 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 CSUCI's control, such as: Campus evacuation, emergency, or general resident safety, CSUCI may require short-term vacancy for which CSUCI shall not compensate Licensee.

- 12. 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 Code of Regulations governing CSU Student Housing – Title 5, Division 5, Chapter 1, Subchapter 5, Article 5: Housing, and Article 6: Meals):
[https://govt.westlaw.com/calregs/Document/I748D86D0D48311DEBC02831C6D6C108E?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Document/I748D86D0D48311DEBC02831C6D6C108E?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default))
- 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 2020 semester but no later than 7 p.m. on May 22, 2020. Licensees withdrawing from CSUCI 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 checkout procedure for cleanliness and damage. Failure to abide by proper check out procedures may result in Licensee being assessed charges for improper checkout 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:
 - A) Withholding official transcripts.
 - B) Denial of registration.
 - 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 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: <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 Technology & Communication Department prior to gaining Internet access. The use of wireless internet routers and cordless telephones are prohibited.