Emergency Housing Terms and Conditions

This emergency housing agreement is entered into between the Trustees of the California State University by California State University, Los Angeles, hereafter referred to as "University," and the Emergency housing applicant, hereafter referred to as "Temporary Resident".

I. Community Living and Student Responsibility

A. The temporary housing experience entails both the freedom and the responsibilities associated with community living. With this in mind, we ask temporary residents to recognize the important part they play in maintaining a healthy community environment that is conducive for fellow students to study, learn, live, and sleep.

B. California State University, Los Angeles, affirms its commitment to equality of opportunity for all individuals. This commitment requires that no discrimination shall occur in any program or activity of the University on the basis of race, color, religion, national origin, sex, gender identity, gender expression, ancestry, physical or mental disability, medical condition, pregnancy, age (over 40), marital status, political affiliation, sexual orientation, genetic information, covered veteran status, or any other classification prohibited by state or federal laws.

C. Communication, messages and information to all residents, including temporary residents, are distributed from the Office of Housing and Residence Life through the Cal State LA email accounts, postings on entry doors and flyers and posters displayed throughout the housing community. Temporary residents are responsible for checking for and reading Housing communications on a regular basis and are responsible for being aware of pertinent content and following instructions they receive through these messages.

D. Temporary residents are responsible for abiding by all Housing and Residential Life policies as well as any later addendums. Temporary residents will be provided a detailed outline of housing policies as it relates to participating in the emergency housing program.

E. California State University, Los Angeles campus grounds and its housing facilities are 100% smoke free.

II. Occupancy

A. Occupancy of Bed Space – this emergency housing agreement does not include a meal plan

1. The Emergency Housing Agreement (defined as short-term university housing accommodations) is for a maximum of 14 days or less to be determined by the Office of the Dean of Students in conjunction with the Office of Housing and Residence Life.

2. Upon confirmation of bed space, the University hereby grants to the Temporary Resident, permission to occupy a bed space within the housing community for the agreed upon time period which shall not exceed 14 days or terminated earlier under the provisions of this Emergency Housing Agreement.
3. University reserves the right to change room assignments and/or consolidate room assignments to address university administrative necessity.

4. Temporary Residents shall vacate their space on the expiration date, or upon revocation of this Emergency Housing Agreement. Temporary Residents who withdraw from the University or have their Emergency Housing Agreement revoked should vacate by date agreed upon by the University, not to exceed two calendar days unless otherwise approved.

5. A Cal State LA student may only participate in the Emergency Housing Program once per academic (Fall or Spring) semester if approved.

B. Use of Premises

1. Temporary Resident agrees that the assigned space is for residential use only. Temporary Resident shall not use the space as a business address nor conduct business activities on the premises. Conducting business activities includes (but is not limited to) using the living unit address as a mailing address for business related activities, for hosting business-related functions, and/or for operating a computer to support a website for a business operating in the living unit. Temporary Resident additionally agrees not to permit the living unit to be used for illegal purposes or to engage in illegal acts within the living unit or upon the grounds of the residential community. Sub-leasing, loaning keys or permitting access of university housing to another individual is not permitted.

2. Due to the temporary nature of the agreement the Temporary Resident may not utilize the space as a permanent or mailing address or to host social functions including day-time and overnight guests.

C. Check-in and Check-Out

1. Temporary Resident agrees to complete all necessary paperwork required when checking and checking out of the apartment. Temporary Resident will receive all keys, review and sign a Key card and Apartment Inventory Form upon arrival.

2. When checking out of the apartment, Temporary Resident must return the apartment/bedroom to the original configuration and condition; schedule a check out appointment, turn in all keys, and remove all personal property. It is the Temporary Residents responsibility to follow proper Housing and Residence Life check-out procedures.

The Emergency housing accommodation will be inspected after checkout. Temporary Residents must leave the premises in good, clean condition (normal wear and tear will be considered). Any property remaining on the premises after check out may be removed, placed in storage, or disposed in a manner prescribed by law or policy (Administrative Procedure 407 and California Civil Code 2080.8).

III. Damage Fees

Improper checkouts, such as failure to follow appropriate procedures may result in improper check out charges plus any damage, cleaning or replacement fees. The charges will be applied to the Temporary Residents university student account.
A. Failure of Temporary Resident to satisfy financial obligations as a result of damage, replacement or improper check out may result financial holds applied to one’s student account. This includes items such as: availability of official transcripts and/or denial of registration.

IV. Cancellation of Emergency Housing Agreement

A. Cancellation After Published Termination Deadline

1. The Emergency Housing Agreement is a legal and binding contract between the Temporary Resident and the University for the period stated in the agreement, not to exceed 14 days.

Temporary Resident is responsible for arranging and completing all necessary check-out procedures with appropriate Housing and Residence Life staff. All keys must be returned and apartment left in the condition it was during move in to avoid improper, damage, cleaning and/or replacement charges.

V. Revocation of Emergency Housing Agreement

A. The University may revoke this Emergency Housing Agreement upon the following conditions:

1. In the event of misconduct listed in the subsection 41301, Title 5, California Code of Regulations.

2. Failure of Temporary Resident to maintain status as a student at the University. Temporary Residents must be enrolled in 6 or more units during the term for which the emergency housing has been requested to be eligible to participate in the emergency housing program.

3. Temporary Resident breach of any term or condition of this Emergency Housing Agreement, appendices, Golden Eagle Handbook or Housing and Residence Life Student Guide.

4. In the event of University administrative necessity for Temporary Resident revocation (i.e. in rare cases of destruction or unavailability).

5. In the event that the Temporary Resident has been discovered to be or is deemed to be of serious threat to public health or safety.

6. In the event that the Temporary Resident has been discovered to be or is deemed to be a registered sex offender as set forth in Penal Code section 290 et seq.

In the event of an occurrence described in subsections (1), (2), (3), (4), (5) or (6) the University shall give Temporary Resident no less than 24 hours written notice.

VI. Abandonment or Termination by Licensee

A. Except as permitted in Section IV or V, termination of this Emergency Housing Agreement or abandonment of the premises by Temporary Resident shall not release
Temporary Resident from paying any damage, cleaning, replacement, improper process fee obligations due the University.

VII. Destruction or Unavailability

A. In the event that bed space is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this Emergency Housing Agreement is made, to the Temporary Resident. The University does not guarantee accommodations and may refer to outside resources within reasonable ability. Such conditions include, but are not limited to, damage caused by floods, mudslides, fire, earthquake, other natural disasters and vandalism; civil disorder; compliance with state or federal law; unanticipated interruption of basic services; a drop in the rate of cancellations not reasonably foreseen by University, if such a drop results in an over-booking of available housing facilities.

IX. Student Conduct

A. The provisions of Sections 41301 and 41302 of Title 5, California Code of Regulations, which relates to student conduct on campus, are applicable to the on-campus housing community, including Emergency Housing units. Temporary Residents not in compliance with Housing and Title 5 regulations may be subject to University disciplinary action and/or eviction from University Housing.

XI. Maintenance of Premises

A. The University shall provide Temporary Resident with room/apartment furnishings. The Temporary Resident will have the opportunity to note the condition of the room during the check-in process. Temporary Resident agrees to give reasonable care to their living unit and its furnishings and to make payment for any damage or loss promptly upon request by the University. Temporary Resident shall vacate the living unit in good order and repair; normal and reasonable wear and tear are accepted. In the event Temporary Resident fails to maintain the living unit in good order and repair, Temporary Resident shall pay the University the reasonable costs incurred in returning the living unit to a condition of good order and repair.

B. Public areas and community bathroom facilities which are shared by the community located in community centers or meeting rooms will be maintained by the custodial staff. Living areas and bathroom facilities which are located within the room or apartment must be cleaned and maintained by the Temporary Residents of the unit.

The initial purchase of cleaning items, paper towels, and bath tissue will be the responsibility of Student Life and reporting shortages of those items are the responsibility of the Temporary Residents living in the unit.

C. Temporary Residents shall make no alteration or addition to the housing facility, structure, and/or furnishings without the permission of the University.

D. Temporary Resident agrees to be jointly responsible with other residents for the protection of the housing facility including furnishings and equipment. Cost for damage or loss of common area furnishings or equipment (unless assigned to specific individuals), may be divided among all members of the emergency housing unit for whom have reasonable access to the area.
E. Temporary Resident shall not bring prohibited items such as personal furnishings, equipment, animals, illicit drugs, and paraphernalia commonly associated with drug use.

D. Temporary Resident shall not possess any weapons such as firearms (including BB-guns, soft and hard pellet guns and starter pistols), tasers, mace, pepper spray. The University prohibits deadly weapons, ammunition, knives, fireworks, explosives, and dangerous chemicals. Plastic guns or weapons that could be interpreted as actual weapons are not allowed.

XII. Right of Entry

A. The University shall have the right to enter the premises occupied by Temporary Resident for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any lawful purpose. University shall exercise these rights reasonably and with respect for Temporary Resident right to be free from unreasonable searches and intrusions into privacy and study space. While the staff will announce themselves before entering, these entries may be unscheduled.

XIII. Health & Liability Insurance

A. During the period covered by this Emergency Housing Agreement, it is highly encouraged that the Temporary Resident obtains health and accident insurance. Please be advised that the University does not cover nor assume medical expenses or liability for Temporary Resident. (Note: Students may contact the Office of the Dean of Students for information regarding supplemental health insurance policies that may be available to students.)

B. University does not assume liability for Temporary Residents personal belongings and has no insurance to cover personal or property damage of Temporary Residents.

C. Prior to occupying the premises, the Temporary Resident is required to provide evidence that, in the 12 months prior to the first day of occupancy they have been tested for and found to neither have, nor have been exposed to, active tuberculosis. The Temporary Resident test information must be on file with the University Student Health Center.

XIV. Non-waiver

A. The waiver of any breach of this Emergency Housing Agreement shall not constitute a waiver of any subsequent breach. The University’s allowance of occupancy by the Temporary Resident with knowledge of a violation of a provision or covenant of this Agreement does not waive the University’s right to enforce any provision or covenant of this Agreement.

XVI. Successors in Interest

The University retains the right to transfer its interest and obligations under this Agreement. The Temporary Resident may not assign or transfer their rights or obligations under this Agreement without the written permission of the University. The Temporary Resident may not sub-license or sublet the Premises to, or permit the occupancy of the Premises by, any other person without the written permission of the University.

This Agreement is subject to change without notice.
Notice: Pursuant to section 290.46 of the Penal code, information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender’s criminal history, this information will include the address at which the offender resides or the community of residence and zip code in which they reside. California State University, Los Angeles, is providing this notice in compliance with a legal requirement. This notice is not intended as a statement or implication that any University facility is susceptible to the activities of or has experienced any problems with sex offenders. This notice is only intended to make the law widely known.