

## CSU LOS ANGELES HOUSING SERVICES LICENSE AGREEMENT

### Terms & Conditions (Subject to change without notice)

#### Continuing Fall 2011-2012 Academic Year

This License Agreement (hereafter the "Agreement") is entered into between the Trustees of the California State University, acting by and through California State University, Los Angeles (hereafter the "University") and the person named on the reverse side of this form (hereafter "Licensee"). Submitting a hard-copy version of this Agreement to the University Housing Services Office (including any Agreement signed by a parent/legal guardian, or legally responsible person for those students under 18 years of age), shall constitute acceptance of the Agreement terms and conditions by the student. This Agreement is considered accepted by the University the date upon which the University sends out an official Confirmation Letter to the Licensee.

### I. Obligations of University

#### A. Occupancy

The University grants Licensee permission to occupy a bedspace within the Housing Services facilities (hereafter the "Premises") for the Agreement Period beginning at 10:00 a.m. on **September 3, 2011 and ending June 10, 2012 at 2:00 p.m.** The University may withdraw such permission in accord with the terms of this Agreement. Specific assignment of a space or unit shall be made at the discretion of the University, and may be changed by the University without notice.

#### B. Enhancement of Educational Experience

The University shall maintain a professional staff to work with students to develop a community concept within the Premises, in order to enhance the social, educational, and recreational experiences of the students. The University shall provide opportunity for input by Licensee into the development of the community. Licensee agrees to recognize the importance of maintaining the housing facility as an environment that is conducive for fellow students to study, live, and sleep. While in the facility, Licensee agrees not to disturb this environment.

#### C. Utilities, Services, and Furnishings

The University shall pay for water, trash, electricity, and gas for the Premises. However, the University may, in its discretion, pass on to Licensee any charges for excessive use of the aforementioned utilities. The University shall also provide satellite television services at no charge, but makes no commitment to provide specific satellite channels. The University shall provide one or more telephone jacks on the Premises, but Licensee shall be responsible for securing and paying for telephone service. The University may provide furnishings, which shall be listed, with the condition thereof noted, on an Apartment Condition Report (hereafter "ACR"), which is hereby incorporated in this Agreement as though fully set forth herein. The University shall provide Licensee with the ACR at the time of Licensee's occupation of the Premises.

### II. Obligations of Licensee

#### A. Age

Licensee must be eighteen (18) years of age or will turn eighteen (18) years old during the quarter in which he or she shall be a resident.

#### B. Eligibility for Occupancy

To maintain eligibility for occupancy during the academic year, Licensee must be enrolled at CSULA for a minimum of 12 undergraduate or graduate units in the fall academic quarter, and 12 undergraduate or graduate units in the winter academic quarter and the spring academic quarter. Exceptions may be granted by the Director of Housing Services or a designee. To maintain eligibility for the summer academic quarter, Licensee must meet one of the following criteria: 1) enrollment at CSULA during the summer academic quarter for 6 or more units, 2) employment by CSULA during the summer academic quarter, or 3) enrollment for 12 units each quarter at CSULA in the spring academic quarter preceding and the fall academic quarter following the summer academic quarter. Enrollment in Open University, in any given academic quarter, does not count toward the number of units required for occupancy. Students enrolled in the English Language Program (ELP) sponsored by the College of Extended Education are eligible for occupancy.

#### C. Rents and Fees

- Licensee shall pay the fees and Agreement period aggregate rents that are specified in the Housing Services Payment and Fee Schedule established by the Housing Services office, which is hereby incorporated in this Agreement as though fully set forth herein. The amount of rent will be based on the academic quarter and the single or double occupancy of Licensee's unit. There may be additional terms and conditions set forth in the Housing Services Payment and Fee Schedule, and those terms and conditions are incorporated in this Agreement as though fully set forth herein.
- In addition to the aforementioned rents, Licensee shall pay, prior to occupying the Premises, a cleaning and damage deposit as specified in the Housing Services Payment and Fee Schedule. This deposit shall be returned to Licensee after he/she has vacated the Premises, less any deductions for cleanup and repair expenses incurred by the University for the Premises and/or furnishings on the ACR, beyond ordinary wear and tear. Nothing in this Agreement shall preclude the University from assessing charges to Licensee for cleanup and repair expenses that exceed the amount of the cleaning and security deposit.
- If Licensee is paying rent for the Premises from Financial Aid, Licensee hereby authorizes the University to deduct from his/her Financial Aid award an amount necessary to pay for occupancy of the Premises during the academic quarter for which the Financial Aid is received. Licensee shall be responsible for any rents or obligations that are not fully covered by the Financial Aid award.

#### D. Maintenance of the Premises

Licensee shall at all times maintain the Premises in good order and repair. Licensee shall make no alterations to the Premises without the written permission of the University, nor shall Licensee keep on the Premises any highly flammable material, firearms, ammunition, fireworks, explosives, dangerous weapons, or any other material or instrument which is identified by the University as posing an unreasonable risk of damage or injury. The University is not responsible for damage, destruction, loss or theft of personal property of Licensee that is or was located on the Premises at any time, including periods when Licensee is not in occupancy or after the Agreement period has expired. Licensee bears sole responsibility and discretion as to the securing, protecting, and insuring against damage of his/her personal property. Licensee acknowledges that the University has no insurance to cover the personal or property damage of Licensee.

#### E. Adherence to Rules and Regulations

Licensee shall at all times obey any and all rules, regulations, policies, and prohibitions set forth in title 5 of the California Code of Regulations (insofar as they pertain to student conduct, generally, or student housing) or established in the Housing Services Student Guide prior to or during the Agreement period. All such rules, regulations, policies, and prohibitions are incorporated in this Agreement as though fully set forth herein.

#### F. Health and Insurance

During the Agreement period, Licensee is encouraged to have and maintain health and accident insurance with minimum coverage of \$230.00 per day in hospital benefits and \$150.00 in medical benefits, \$5,000.00 in surgical benefits, and \$500.00 in emergency outpatient benefits per accident or illness. Licensees considered to be matriculating International Students, or International Students of the College of Extended Education participating in the English Language Program (ELP), are required to maintain health insurance per University guidelines." Prior to occupying the Premises, Licensee is also required to provide evidence that, in the twelve (12) months prior to the first day of occupancy for the Agreement period, he/she has been tested for and found not to have active tuberculosis. Licensee's test information must be on file with the University student Health center. First-year freshmen will be provided information about the meningococcal disease and the availability of a vaccine. First-year freshmen will be required to sign a form indicating their receipt of this information and indicating whether or not they have received, or intend to receive, a vaccination. Licensee also stipulates that he/she does not have a health condition that might be affected by group living. Apartments are multiple occupancy facilities with shared spaces. Persons with pre-existing conditions such as, but not limited to, environmental allergies or asthma may find such conditions exacerbated. Consult with your physician.

### III. Expiration, Revocation, and Cancellation of Agreement

#### A. Normal Expiration

The license conferred by this Agreement shall expire on the date specified in Section I.A. of this Agreement.

#### B. Revocation by University

The University may revoke this Agreement and initiate eviction proceedings through the service of a 3-day eviction notice on the Licensee upon the occurrence of any of the following reasons:

- 1) Nonpayment of fees.
- 2) Failure to be enrolled in the required number of academic units.
- 3) Selling, using, knowingly possessing, or being in the presence of restricted or dangerous drugs, controlled substances, or narcotics as those terms are used in California or Federal statutes. Other behavior or action may be referred to general council.
- 4) Possession of any firearm, knife, deadly weapon(s), ammunition, fireworks, explosives, or dangerous chemical(s). Other behavior or action may be referred to general council.
- 5) Misuse, abuse, theft, or destruction of campus property or misuse, abuse, theft, or destruction of the property of any member of the campus community. Other behavior or action may be referred to general council.
- 6) Physical abuse towards any campus community member, or the threat of such abuse. Other behavior or action may be referred to general council.
- 7) Falsification of any legitimately required information requested by the University. Other behavior or action may be referred to general council.
- 8) An emergency in which the peaceful and orderly operation of the University, or the health and safety of any person, is or may be jeopardized. Other behavior or action may be referred to general council.
- 9) Administrative necessity of the University.

**C. Cancellation/Abandonment by Licensee**

- 1) Licensee may cancel this Agreement, without cause, by presenting written notice to the Housing Services office at least thirty (30) calendar days before the first day of the Agreement period. A \$50.00 Cancellation Fee will apply and amounts in excess of the security deposit will be applied to the Licensee's account.
- 2) Any request by Licensee to cancel this Agreement that is presented less than thirty (30) calendar days before the first day of the Agreement period or during the Agreement period must include a statement of reasons therefore. It must be presented at least thirty (30) calendar days before the date upon which Licensee wishes to vacate the Premises. The University shall agree to cancel the Agreement if Licensee presents acceptable evidence of: 1) cessation of student status; 2) marriage; or 3) hardship. A release request due to financial hardship must include verification appropriate to the circumstance and must be a loss of income that has occurred since the cancellation deadline (August 4, 2011). All other requests to cancel this Agreement under this subsection shall be granted or denied at the sole discretion of the University.
- 3) Abandonment of the Premises by Licensee shall not relieve Licensee of his/her obligations under this Agreement. The University may, at its sole discretion, elect to cancel this Agreement following an abandonment of the Premises by Licensee.

**D. Destruction or Unavailability of Premises**

The University may cancel this Agreement if, due to circumstances not reasonably foreseeable at the time of its execution or beyond the control of the University at any time, the Premises or Licensee's bedspace are destroyed or become unavailable.

**E. Refunds for Cancellation or Revocation**

Refunds of rents for the cancellation or revocation of this Agreement shall be governed by the provisions of section 42019 of title 5 of the California Code of Regulations. Refunds of cleaning and security deposits shall be based the provisions of section II(C)(2) of this Agreement.

**F. Non-Waiver of Breach**

The waiver of any breach of this Agreement shall not constitute a waiver of any subsequent breach. The University's acceptance of rent with knowledge of Licensee's 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.

**G. Vacating the Premises**

Licensee shall vacate the Premises (1) upon the normal expiration of this Agreement or (2) cancellation/revocation of this Agreement and within the 3-day eviction notice period if the licensee is unable to comply with the demands set forth in the 3-day eviction notice, whichever comes first.

**H. Disposition of Property**

Any property of licensee remaining on the premises after abandonment, termination, eviction or revocation of this license may be removed and placed in storage. In the case of an abandonment, the University may, at its discretion, keep or dispose of the items if Licensee has not requested the return of the property within 15 days of receipt of notice (18 days if the notice is sent by mail). In cases where property has been lost or is otherwise unclaimed, the University, after six months, may, at its discretion, sell or permanently discard unclaimed items. The University may charge a reasonable storage fee before the return of property. Licensee releases the University from any liability for any damages or loss to property disposed of in the manner described above.

**IV. Treatment of Indebtedness**

Any failure by Licensee to satisfy the financial obligations of this Agreement may result in the following:

- 1) Imposition of a late fee, in accordance with University fee schedules;
- 2) Revocation of the Agreement and Eviction
- 3) Withholding of University services, official transcripts, and registration privileges;
- 4) Offset/garnishment of paychecks, loans, grants, scholarships, lottery winnings, and income tax refunds or rebates;
- 5) Referral to and legal action for collection of any balance due or past due, including for the recovery of the costs of collection;
- 6) Notification to credit bureau organizations of any past-due status and/or balances.

**V. Right of Entry**

The University shall have the right to enter the Premises for the purposes of emergency, health, safety, maintenance, enforcement of applicable rules and regulations, or for any other lawful purpose to the extent permissible by law. The University shall exercise this right reasonably and with respect for Licensee's privacy and study needs.

**VI. Taxable Possessory Interest**

It is the position of the University that this 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 property taxes based Licensee's interest in this Agreement.

**VII. Successors in Interest**

The University retains the right to transfer its interest and/or obligations under this Agreement. Licensee may not assign or transfer his/her rights or obligations under this Agreement without the written permission of the University. Licensee 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.

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 Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://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 he or she resides. 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.

## 2011-2012 ACADEMIC YEAR MEAL PLAN AGREEMENT TERMS AND CONDITIONS

Please read the following information carefully. You will be held accountable for the information below, so it is in your best interest to read through everything here before submitting the agreement. By signing the agreement, you verify that you have read and understand all policies and procedures relating to having a meal plan. **This document must be submitted to the Housing Services Office and constitutes the meal plan agreement.**

**Meal Plan Option:**  12 Meals a Week     7 Meals a Week  
**Payment Plan:**     One Payment     Three Payments

### 12 Meals a Week

Two swipes a day Monday - Friday plus one Saturday & Sunday, a total of 12 swipes per week Monday – Friday Lunch and Dinner and Weekends Brunch		
Quarter	Due Dates	Amount Due
Fall 2011	May 15, 2011	\$1,141.84
Winter 2012	November 14, 2011	\$1,141.83
Spring 2012	February 13, 2012	\$1,141.83
<b>Total</b>		<b>\$3,425.50</b>

### 7 Meals a Week

One swipe per day, a total of seven swipes per week Monday-Friday Dinner and Weekends Brunch		
Quarter	Due Dates	Amount Due
Fall 2011	May 15, 2011	\$736.68
Winter 2012	November 14, 2011	\$736.66
Spring 2012	February 13, 2012	\$736.66
<b>Total</b>		<b>\$2,210.00</b>

1. **Contract Term:** By signing this agreement, you agree to participate in the meal plan program for the 2011-2012 Academic Year beginning, September 22, 2011 and ending June 15, 2012, and as such are financially responsible. The dining area hours of operation are Monday through Friday 11:00am to 2:00pm for lunch, 5:00pm to 7:00pm for dinner, and Saturday and Sunday 11:00am to 1:00pm for brunch. No meals will be provided outside of these operating hours.
  - **Fall 2011** - The meal plan will begin on Thursday, September 22, 2011 through Saturday, December 10, 2012. No meals will be provided on November 11, 2011 (Veteran's Day), November 24 - November 26, 2011 (Thanksgiving holidays), and during quarter break December 11, 2011 through January 8, 2012.
  - **Winter 2012** - The meal plan will begin on Monday, January 9 through Saturday, March 24, 2012. No meals will be provided on January 16, 2012 (Martin Luther King Jr. Day) and during quarter break March 25 – 30, 2012.
  - **Spring 2012** - The meal plan will begin on Saturday, March 31, 2012 through Friday, June 15, 2012. No meals will be provided on May 28, 2012 (Memorial Day).
2. Cancelling **before** the agreement begins: You will need to cancel your meal plan with the Housing Services Office if you will not attend CSULA. Complete and submit a Meal Plan Cancellation Request form to the Housing Services Office. Forms are available online and in our office.
3. Cancelling **after** the agreement begins: You may cancel your meal plan if you are no longer attending CSULA or you cancel your housing license agreement. Complete and submit a Meal Plan Cancellation Request form to the Housing Services Office. We must be able to verify that you have withdrawn from CSULA or moved off campus. You will be charged an amount equal to each week spent on the meal plan regardless of card usage (if your request is approved). Requests for cancellation based on undocumented financial hardship or not using the plan will not be approved.
4. Not using your meal plan card is not the same as a cancellation. You are still responsible for the payments whether you use your card or not.
5. Acceptable forms of payment are cash, personal check, money order, cashier's check, or MasterCard. To pay by MasterCard, log onto <https://commerce.cashnet.com/csulasp> (a 2.9 % service fee will be added to your payment amount). If your check is returned by the bank for any reason, you must submit a new form of payment within 5 business days along with a \$25.00 returned payment fee. Failure to make a required payment will result in your meal plan privileges being suspended and all associated charges and payments being posted to your student account. If you wish to cancel the meal plan immediately after submitting an application because you decide not to attend CSULA or accept on-campus housing, please do not put a stop payment on your check or reverse your credit card payment. Please call the Housing Services Office and submit a cancellation form as soon as possible to prevent charges from being posted to your student account.
6. Payments are due on the dates indicated above. If you choose the Installment Payment Plan, the first payment is due and payable to the Housing Services Office at the time you submit the application to hold a meal plan for you. Failure to make a payment may result in your meal plan privileges being suspended. You will then have to bring your account current in order to have the suspension lifted.
7. Meals are not transferable and do not roll over from week to week that means uneaten meals will be lost.
8. The meal swipes cannot be used to feed guests.
9. By signing this agreement, you stipulate that you will respect the rights of those around you by not being loud or abusive, not cutting in line, refraining from horseplay and running inside the dining area, the dining area, not being wasteful, abusing your own table and reporting spills to management.
10. Your agreement will not be processed if any information is missing. The Housing Services Office will mail your agreement back with the missing areas highlighted and you can resubmit after supplying the requested information. Please read your agreement over carefully before submitting it.
11. Your agreement will not be processed without either the first payment of the installment payment plan or the full payment. The Housing Services Office will mail your agreement back and you can resubmit it with the appropriate payment.
12. We will do our best to accommodate special or restrictive diets, however, there is no guarantee that we will be able to satisfy all dietary requirements. Please contact us to further evaluate your specific requirements BEFORE applying for a meal plan. If you have strict dietary requirements which require you to purchase special food and/or prepare it yourself, you should refrain from purchasing a meal plan.
13. If you lose your meal plan card, you must contact the One Card Office right away so that your card can be deactivated to prevent unauthorized use. Neither the Housing Services Office or the University is responsible for unauthorized use if you do not notify the One Card Office that your card has been lost or stolen. The One Card Office will need to issue a new card, and you will be charged a \$5.00 replacement fee. You must present a valid form of picture identification in order to be issued a new card.
14. All decisions regarding the Meal Plan Program shall be made by the Associate Director, Housing Services. All questions, problems and requests regarding the meal plan should be directed to the Housing Services Office at (323) 343-4800 or [askhousing@cslanet.calstatela.edu](mailto:askhousing@cslanet.calstatela.edu). Additional information can be found at [www.calstatela.edu/univ/housing](http://www.calstatela.edu/univ/housing).
15. Problems with your meal plan card should be directed to the Housing Services Office either in person, via email or phone (see contact information above).

Comments and suggestions regarding the meal plan should be directed in writing via email to [askhousing@cslanet.calstatela.edu](mailto:askhousing@cslanet.calstatela.edu).

I verify that I have read and understand all of the information contained in the Meal Plan Agreement Terms and Conditions as outlined above. I agree to abide by these terms and conditions.