



## HOUSING SERVICES LICENSE AGREEMENT ENGLISH LANGUAGE PROGRAM NEW FALL 2009

**Please fill out the column immediately below if you are applying as an English Language Program (ELP) student.**

You are completing a quarterly agreement which becomes effective on the date you receive apartment and/or bedroom keys, and will expire on the date indicated in this Agreement. The Agreement will automatically renew for the following quarter unless: a) keys have been returned to the Housing Services office, or b) you have an outstanding rental balance.

Quarter of Move-In : **Fall 2009**

### GENERAL INFORMATION

Last Name	First Name	Middle Name	Campus Identification Number (CIN)	
Permanent Address	Street	City	State	Zip Code
				Country
				MM / DD / YY
Permanent Phone Number	Message Phone Number	*Age	Birth Date	

### PERSON TO NOTIFY IN CASE OF EMERGENCY (MUST BE FILLED OUT)

Name	Relationship	Telephone Number		
Address	Street	City	State	Zip Code
				Country
Do you have any health problems or conditions that you feel the staff should be aware of? If so, please explain with an attached letter.				
Check one:      _____ I will purchase insurance within two weeks of my move-in date.				
_____ I am covered by other insurance (personal or group plan through my parents).				
Name of Insurance Company		Policy Number		
Family or Preferred Private Physician			Telephone Number	
Address	Street	City	State	Zip Code
				Country

***\*If you are under 18 years of age, a parent or guardian must complete the CONSENT AUTHORIZATION FOR MEDICAL TREATMENT.***

**\*CONSENT AUTHORIZATION FOR MEDICAL TREATMENT**

The undersigned parent or guardian of \_\_\_\_\_ who is \_\_\_\_\_ years old, hereby authorizes the staff of the California State University, Los Angeles Housing Services Office, as agents of the undersigned, to consent to any medical care including X-ray examination, anesthetic, medical or surgical diagnosis or treatment, and hospital care under the general or special supervision and upon the advice of or to be rendered by a physician and surgeon licensed under the Medical Practice Act. This authorization is given in advance of any special diagnosis, treatment or medical care being required, and pursuant to the provisions of Section 6900 et seq of the California Family Law Code. Note: Licensee must be 18 years old or will turn 18 during the quarter in which he or she shall be a resident.

Signature of Parent of Guardian \_\_\_\_\_ Date \_\_\_\_\_

### TERMS AND CONDITIONS

I have read and understand the "CSULA Housing Services License Agreement Terms & Conditions" on this form. I have also read and understand the Housing Services Payment Schedule and Housing Services Student Guide. I agree to the terms and conditions of all the forenamed documents and agree to abide by the "CSULA Housing Services License Agreement Terms and Conditions" on this form.

Signature of Student	Date
Signature of Parent/Guardian if student is under 18.	Date

**DON'T FORGET TO SUBMIT:**    Application    Meningococcal Form    Tuberculosis Form (Freshmen only)

California State University, Los Angeles ★ Housing Services ★ 5300 Paseo Rancho Castilla ★ Los Angeles, CA 90032-8647  
(323) 343-4800, Fax: (323) 343-6465 ★ <http://www.calstatela.edu/univ/housing/>

**CSU LOS ANGELES HOUSING SERVICES LICENSE AGREEMENT**  
**Terms & Conditions**

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 21, 2009 and ending December 7, 2009 at 5:30 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**

- 1) 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.
- 2) 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.
- 3) 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 or consequence, by presenting written notice to the Housing Services office at least thirty (30) calendar days before the first day of the Agreement period.
- 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 13, 2008). 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. After 90 days, the University may, at its discretion, permanently discard unclaimed items. 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.