

**California State University, Los Angeles, Housing and Residence Life
Housing and Residence Life License Agreement – Terms & Conditions
Winter Intersession Addendum
2018-2019**

This License Agreement (hereafter this “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 License Agreement (hereafter the “Licensee”). Submitting an online or hard-copy version of this Agreement to the Housing and Residence Life Office (including an Agreement signed by a parent or legal guardian for 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 or email to the Licensee.

I. Obligations of the University

A. Terms of Occupancy and License

1. Winter Intersession Occupancy (2018-2019 Winter Intersession)

The University grants the Licensee permission to occupy a bed space within the Housing and Residence Life facilities as a Licensee (hereafter the “Premises”) for the fee period beginning at 2:00 p.m. December 15, 2018, ending at 10:00 a.m. January 18, 2019. The University may withdraw such permission in accord with the terms of this Agreement. Specific assignment of a bed space shall be made at the discretion of the University and may be changed by the University without notice.

- a. Only Licensees continuing from the fall to spring term, and are in good financial standing with the University are eligible to participate in the winter intersession (“winter break”) housing program.
- b. Only Licensees who have satisfied the additional winter intersession rental fees in full will be eligible for approval to stay during the winter intersession period.
- c. Licensees approved to stay during the winter intersession will pay additional rental fees based on room type.
- d. Many customary services will be limited or not available during this break, which includes dining, community center, overnight guests, room changes and mail services.

B. Housing Assignments

The University assigns Licensee to a bed space and does not guarantee specific room types, apartments or roommates. The University shall have the right to reassign the Licensee to a different apartment without the consent of the Licensee prior to or during the term of the agreement.

- a. If there is an increased need for housing space on campus, it may be necessary to modify the design of the living community areas to maximize living spaces.
- b. In the event that one of the occupants moves out of Licensee’s room, Housing and Residence Life reserves the right to assign a new roommate(s) or to reassign the remaining Licensee(s) to another living unit in order to consolidate space.
- c. Licensee agrees to not occupy an unassigned vacant space nor permit any other person to occupy an unassigned vacant space.
- d. Licensee agrees that the assigned space is licensed for residential use only. The licensee shall not use the space as a business address, nor shall Licensee conduct any business activities on the premises.

C. Enhancement of Educational Experience

The University shall maintain a professional staff to work with students to develop community on the Premises, in order to enhance the social, educational and recreational experiences of the students.

The University shall provide opportunities for input from Licensees on the development of the community. Licensee agrees to recognize the importance of maintaining the Housing and Residence Life housing facilities as an environment conducive for fellow Licensees to study, live, and sleep in the housing facilities. While in the housing facility, Licensee agrees not to disturb this environment.

D. Meal Plans

University Auxiliary Services, Inc., does not provide meals for residents as part of their Winter Intersession Agreement. For those who chose to participate in the meal plan as a part of their 2018-2019 Academic Year Licensee Agreement, the meal plan will end on Saturday, December 15, 2018, and resume on Tuesday, January 22, 2019

E. Utilities, Services and Furnishings

The University shall pay for water, trash, electricity and gas for the Premises. However, the University may, at its discretion, pass on to the 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 may provide telephone jacks on the Premises, but is not responsible for securing and paying for telephone service. The University shall provide furnishings, which shall be listed by the resident, with the condition thereof noted, on an Apartment Condition Report (ACR), which is hereby incorporated in this Agreement as though fully set forth herein. The University shall provide the Licensee with the ACR at the time of the Licensee's occupation of the Premises.

F. Construction and Renovation

Construction and renovations on the California State University, Los Angeles campus may occur in or near the housing facilities. Work is generally scheduled during normal daytime hours (7:30 a.m. – 5:00 p.m.). Construction projects could result in disturbances and disruptions, including but not limited to, increased noise and dust in the area. The Office of Housing and Residence Life will provide timely notification of construction in or near residential communities whenever possible. By signing this Agreement, the Licensee agrees that they have been advised of possible construction and acknowledges disturbances and disruptions resulting from construction are not grounds for termination of this agreement or adjustment in housing fees.

II. Obligations of the Licensee

A. Age

The Licensee must be a high school graduate or equivalent, at least 17 years of age who will turn 18 within the academic-year contract term and enrolled as a student at Cal State LA.

B. Eligibility for Occupancy

To maintain eligibility for occupancy during the winter intersession, the Licensee must be an enrolled student at Cal State LA for a minimum of 12 undergraduate or 8 graduate units during the academic year (Fall 2018 and Spring 2019 term).

Enrollment in Open University in any given academic term does not count toward the number of units required for occupancy. Students enrolled in the English Language Program (ELP), sponsored by the College of Professional and Global Education, are eligible for occupancy on a space-available basis.

C. Rents and Fees

1. The Licensee shall pay the rent and Meal Plan fee that are specified in the Housing and Residence Life Payment and Fee Schedule established by Housing and Residence Life, which is hereby incorporated in this Agreement as though fully set forth herein. The amount of rent will be based on the license term and room type (single, double, triple) of the Licensee's unit. The cost of the Meal Plan will be based on the plan selected. There may be additional terms and conditions

set forth in the Housing and Residence Life 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 fees, the Licensee shall pay, prior to occupying the Premises, a cleaning and damage deposit as specified in the Housing and Residence Life Payment and Fee Schedule. This deposit shall be returned to the Licensee after they have vacated the Premises, less any deductions for cleanup and repair expenses incurred by the University for the Premises and/or furnishings on the Apartment Condition Report (ACR), beyond ordinary wear and tear. The University may also assess charges to the Licensee for cleanup and repair expenses that exceed the amount of the cleaning and security deposit.
3. If the Licensee is paying for rent and the Meal Plan from financial aid, the Licensee hereby authorizes the University to deduct the amount necessary to pay these fees from their financial-aid award during the academic semester for which the financial aid is received. The Licensee shall be responsible for any rents or obligations that are not fully covered by the Financial Aid award.
4. If the Licensee is assigned or executes a License Agreement after the opening date of the semester set forth in the Terms of Occupancy (I.A.), the term of the License Agreement shall be prorated.

D. Maintenance of the Premises

1. The Licensee shall at all times clean and maintain the Premises in good order and repair.
2. The Licensee agrees to recognize the importance of maintaining the Premises as an environment that is conducive for fellow students to study, live and sleep.
3. The Licensee agrees not to disturb the Premises or its environment.
4. The Licensee shall make no alterations to the Premises without the written permission from the University.
5. The Licensee shall not keep on the Premises any highly flammable materials, firearms, ammunition, fireworks, explosives, dangerous weapons, or any other material or instrument that the University believes poses an unreasonable risk of damage or injury.
6. In the event the Licensee fails to clean and maintain the premises or furnishings in good order and repair, the Licensee shall pay the University reasonable costs incurred in returning the unit to a condition of good order and repair. The Licensee's security deposit, or a portion thereof, may be expended for the purpose of payment of such costs.
7. The University is not responsible for damage, destruction, loss or theft of the Licensee's personal property that is or was located on the Premises at any time, including periods when the Licensee is not in occupancy or after the Agreement period has expired. The Licensee bears sole responsibility and discretion as to the securing, protecting and insuring against damage of their personal property. The Licensee acknowledges that the University has no insurance to cover the personal or property damage of the Licensee. (The Licensee may purchase their own renter's insurance.)

E. Adherence to Rules and Regulations

The Licensee shall at all times obey the rules, regulations, policies and prohibitions set forth in Title V of the California Code of Regulations (insofar as they pertain to student conduct, generally, or specifically student housing) or established in the Housing and Residence Life 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

1. During the Agreement period, the Licensee is encouraged to have and maintain health and accident insurance with minimum coverage of \$230 per day in hospital benefits and \$150 in medical benefits, \$5,000 in surgical benefits and \$50 in emergency outpatient benefits per accident or illness.
2. Licensees considered to be matriculated International Students or International Students of the College of Professional and Global Education participating in the English Language Program (ELP), are required to maintain health insurance, per University guidelines.

3. Prior to occupying the Premises, the Licensee is required to provide evidence that, in the 12 months prior to the first day of occupancy for the Agreement period, they have been tested for and found to neither have, nor have been exposed to, active tuberculosis. The Licensee's test information must be on file with the University Student Health Center.
4. First-year students will be provided information about the meningococcal disease and the availability of a vaccine. First-year students will be required to sign a form indicating their receipt of this information and whether or not they have received, or intend to receive, a vaccination.
5. The Licensee also stipulates that they do not have a health condition that might be affected by group living since our residence halls 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. They should consult their physician.

III. Expiration, Revocation and Cancellation of the 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 the University

The University may revoke this Agreement and initiate eviction proceedings through the service of a three-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;
4. Possession of any firearm, knife, deadly weapon, ammunition, fireworks, explosives or dangerous chemical;
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;
6. Physical abuse towards any campus community member or the threat of such abuse;
7. Falsification of any legitimately required information requested by the University;
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;
9. Administrative necessity of the University;
10. The Licensee's breach of any term or condition of the Agreement, including failure to abide by Housing and Residence Life Community Standards and Policies.

C. Cancellation by the Licensee

The Licensee is aware that cancellation requests must be approved by the University before the agreement is terminated.

1. Cancellations prior to the start of the Agreement with at least 30-day written notice

The Licensee may cancel this Agreement for any reason by providing written notice to the Office of Housing and Residence Life at least 30-calendar days before the first day of the Agreement period. If approved, all fees, with exception of the \$40 application fee, will be credited to the Licensee's student account).

2. Cancellations prior to the start of the Agreement without 30-day written notice

Any request by the Licensee to cancel this Agreement less than 30-calendar days before the first day of the Agreement period must include a statement of reasons thereof. With appropriate documentation and verification, the University may grant or deny a cancellation of the Agreement based on the following standards:

1. End of student status
2. Marriage
3. Military service

4. Extreme hardship (compelling and unanticipated medical or financial problems beyond Licensee's control arising after the date of execution of their License Agreement. When financial difficulty is asserted as the basis for extreme hardship, students must show that they have exhausted all possible options, including taking out loans.)

A \$50 cancellation fee and a prorated daily rate starting from the date the Licensee requests the cancellation through the end of the required 30-day notice period may be collected. All other reasons to cancel this Agreement under this subsection shall be granted or denied at the sole discretion of the University. If the University is able to find a suitable student replacement for the Licensee with no impact to overall housing facility occupancy, the Licensee will receive a refund, less the \$40 application fee.

3. Cancellations without a notice prior to the Agreement (no show without written cancellation)

If the Licensee fails to submit a written request to cancel and does not check in within seven days of the beginning of the Agreement, the Licensee will be charged according to the Section III, C. 2.

4. Cancellations after the start of the Agreement period

Any Licensee who requests to cancel this Agreement after it has begun must provide written notice and reason thereof. With appropriate documentation and verification, the University may grant or deny a cancellation of the License Agreement based on the following standards:

1. End of student status or withdrawal from the University
2. Marriage
3. Military service
4. Extreme hardship (compelling and unanticipated medical or financial problems beyond Licensee's control arising after the date of execution of their License Agreement. When financial difficulty is asserted as the basis for extreme hardship, students must show that they have exhausted all possible options, including taking out loans.)

A \$50 cancellation fee shall be collected from the Licensee. The Licensee shall be charged a prorated daily rate from the date the Licensee requests the cancellation through the end of the required 30-day notice period. All other reasons to cancel this Agreement under this subsection shall be granted or denied at the sole discretion of the University.

Approved Cancellations for the reason of withdrawal: Housing will conduct a mid-term enrollment review of all Licensees released from their Agreement due to withdrawal. In the event the Licensee has enrolled subsequent to his/her release from their License Agreement, the balance of fees associated with the original Agreement will be reinstated in full.

If the University denies Licensee's request to cancel this License Agreement, Licensee will continue to be assessed charges (i.e. room, board, program fee) for the full occupancy period.

D. Abandonment or Termination by the Licensee

Any property of the Licensee remaining on the premises after abandonment, termination, eviction or revocation of this License may be retained or disposed of through sales, donation or in such manner as the University determines in its sole discretion. In the case of abandonment, the University may, at its discretion, keep or dispose of the items worth less than \$300 if the 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 and is worth \$300 or more, the University, after three months, may sell the items at public auction. The University may charge a reasonable storage fee before the return of property. The Licensee releases the University from any liability for any damages or loss to property disposed of in the manner described above.

E. Destruction or Unavailability of the 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 the Licensee's bed space are destroyed or become unavailable.

F. Refunds for Cancellation or Revocation

Fee refunds for the cancellation or revocation of this Agreement shall be governed by the provisions of section 42019 of Title V 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.

G. 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 the 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.

H. Vacating the Premises

The Licensee shall vacate the Premises: (1) upon the normal expiration of this Agreement or (2) upon termination or revocation of this Agreement or (3) within the three-day period set forth in the three-day eviction notice, whichever comes first.

I. Disposition of Property

Any property of the Licensee remaining on the premises after abandonment, termination, eviction or revocation of this Agreement may be retained or disposed of through sales, donations or in such a manner as the University determines at its sole discretion. In the case of abandonment, the University may, at its discretion, keep or dispose of the items if the 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 three months, may, at its discretion, sell or permanently discard unclaimed items. The University may charge a reasonable storage fee before the return of property. The 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 the Licensee to satisfy the financial obligations of this Agreement may result in the following:

1. Imposition of a late fee, in accordance with the University's fee schedules;
2. Revocation of the Agreement and eviction;
3. Withholding of University services, official transcripts, and registration privileges;
4. Offset or 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 the 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, the Licensee is hereby notified that a taxing authority may take a contrary view and may assess the Licensee's property taxes based the Licensee's interest in this Agreement.

VII. Successors in Interest

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

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 the following link: 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.

Last updated: November 16, 2018 (ADA)