

**California State University, Los Angeles, Housing and Residence Life
License Agreement - Terms & Conditions
Returning and Continuing Residents**

Academic Year 2023-2024

This License Agreement (hereafter this "Agreement") is entered into between you and 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 version of this Agreement to the Housing and Residence Life Office (including a Consent Form 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. This License Agreement is for one bed space as assigned to the Licensee for the 2023-2024 academic year (fall **and** spring semesters).

I. Obligations of the University

A. Terms of Occupancy and License

1. Academic Year Occupancy (Fall Semester 2023 and Spring Semester 2024)

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** listed below for their community. This includes a mandatory meal plan for the South Village Community. The University may withdraw such permission in accordance with the terms of this Agreement. The specific assignment of a bed space shall be made at the discretion of the University. The University reserves the right to adjust the assignment based on student conduct, administrative need, and space availability without any form of compensation.

- a. Returning and continuing Cal State LA students are Licensees who were enrolled as a student prior to the 2023-2024 academic year.

b. Golden Eagle Apartments (GEA) Complex

- i. *The GEA Complex opens on Wednesday, August 16, 2023.*
- i. *Students will be assigned a move-in appointment for August 16, 2023, between 8 a.m. and 4 p.m.*
- ii. Students in the apartment complex that have a license agreement for the full academic year (fall and spring) are eligible to remain in their assigned space for the academic year (nine months), which includes winter intersession and spring break.
- i. *Winter Intersession 2023-2024: December 16, 2023 - January 19, 2024.*

1. Dining services will **not** be available at the University dining facilities during this period.

ii. *Spring Break 2024: April 1, 2024 - April 7, 2024*

1. *Dining services **will be** available during this time; mealtimes and options may be altered based on need and demand.*

iii. *The GEA Complex closes on Saturday, May 18, 2024, at 2 p.m. Licensee agrees to move out by that time.*

c. South Village Residential Complex

i. *The South Village Residential Complex opens on Thursday, August 17, 2023.*

i. *Students will be assigned a move-in appointment for August 17, 2023, or August 18, 2023, between 8 a.m. and 4 p.m. prior to move-in week.*

ii. *Students in the South Village Residential Complex that have a license agreement for the full academic year (fall and spring) are eligible to remain in their assigned space for the academic year (nine months), which includes winter intersession and spring break.*

i. *Winter Break and Intersession 2023-2024: December 16, 2023 – January 19, 2024.*

1. *Dining services will **not** be available at the Housing dining facilities during this period.*

ii. *Spring Break 2024: April 1, 2024 - April 7, 2024*

1. *Dining services **will be** available during this time; mealtimes and options may be altered based on need and demand.*

iii. *The South Village complex **closes** on Saturday, May 18, 2024, at 2 p.m. Licensee agrees to move out by that time.*

d. Phase I and Phase II Apartment Complexes

i. *The Phase I and Phase II Apartment Complexes open on Saturday, August 19, 2023.*

i. *Students will be assigned a move-in appointment for August 19, 2023, between 8 a.m. and 4 p.m., prior to move-in week.*

ii. *Students in the apartment complex that have a license agreement for the full academic year (fall and spring) are eligible to remain in their assigned space for the academic year (nine months), which includes winter intersession and spring break.*

i. *Winter Intersession 2023-2024: December 16,*

2023 - January 19, 2024.

1. Dining services will **not** be available at the Housing dining facilities during this period.

ii. *Spring Break 2024: April 1, 2024 - April 7, 2024*

1. *Dining services **will be** available during this time; mealtimes and options may be altered based on need and demand.*

iii. *The Phase I and Phase II Apartment Complexes close on Saturday, May 18, 2024, at 2 p.m. Licensee agrees to move out by that time.*

- e. All students will be asked to submit a winter intersession intent form so that we are aware of licensee staying over the break.

B. **Housing Assignments**

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

1. 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.
2. In the event one of the occupants moves out of the 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 to consolidate spaces.
3. **Licensee agrees to not occupy an unassigned vacant space nor permit any other person to occupy an unassigned vacant space. Should the Licensee occupy an unassigned vacant space they may be charged for the use of the vacant space up to the cost of a single of their assigned room type.**
4. 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 the Licensee conduct any business activities on the premises.
5. In the event of a facilities issue, licensee may be temporarily or permanently moved to another location in Housing. Monetary compensation will NOT be given due to inconvenience, etc.

C. **Enhancement of Educational Experience**

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

Housing and Residence Life contracts with Chartwells to provide meals for residents who have selected a Meal Plan as part of their Agreement. The selection of a Meal Plan is mandatory for South Village residents, Meal Plans are for the entire academic year, except for certain breaks, intersessions, and University closures.

Meal Plan dates of service are as follows unless previously terminated under the provisions of the License Agreement. Meals are not provided during semester breaks and during specific University closures. Additional details are provided on the Housing and Residence Life website.

1. **Fall 2023:** Meal plans begin on Friday, August 18, 2023, and end Friday, December 15, 2023.

2. **Spring 2024:** Meal plans begin on Friday, January 19, 2024, and end Saturday, May 18, 2024.

Payment of fees, revocation, and cancellation policies for the Meal Plan follow the same terms and conditions as outlined in Sections II and III. Non-payment of fees may result in a discontinuation of the Meal Plan without reimbursement of missed meals. Non-use of the Meal Plan does not constitute a cancellation of the program. Declining balance will roll over from fall to spring but will expire and not be refunded at the end of the academic year (spring).

Meal Plan exemptions may be considered for dietary and religious reasons where the University is unable to meet Licensee's needs. Requests for Meal Plan exemptions can be submitted via the Meal Plan Change Request Form found on Licensee's Housing Portal. Requests for fall 2023 exemption must be submitted by July 19, 2023, with supporting documentation. Requests for spring 2024 semester exemption must be submitted by December 18, 2023, with supporting documentation. For Housing applications completed after the 30-day-notice period (July 19, 2023, for fall 2023 and December 18, 2023, for spring 2024), exemptions may be requested within 10 days of notification of application completion with supporting documentation.

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 utilities. The University shall provide furnishings, which shall be listed by the resident, with the condition thereof noted, on an Inspection Form. The University shall provide the Licensee with the Inspection Form 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 residence halls 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 academic year, the Licensee must be an enrolled student at Cal State LA for a minimum of 6 undergraduate or 4 graduate units during each semester. Exceptions may be granted by the Executive Director of Housing and Residence Life or a designee.

Enrollment in another University in any given academic term does not count toward the number of units required for occupancy. Students enrolled in international programs sponsored by the College of Professional and Global Education are eligible for occupancy on a space-available basis.

Licensee should note that being enrolled in less than full-time status may impact licensee's financial aid and will not be an approved reason to cancel the Agreement.

C. **Health Mandate Occupancy Requirements**

1. Licensee agrees to comply with all directives, policies, and orders of Cal State LA and the Board of Trustees of the California State University related to health mandates (such as COVID-19), and any amendments during the term of this License, including, but not limited to, all requirements for protective masking, social distancing, testing, isolation, and quarantine.
2. Licensee agrees to comply with all applicable federal, state, and local public health laws, regulations, orders, and guidance related to any health mandates, and any amendments during the term of this License.
3. Licensee agrees to comply with any health mandate-related testing protocols that may be required by the University and to reasonably cooperate with the University in discharging Licensee's obligations under this section.
4. Licensee understands and agrees that immunization having to do with any health mandate may be required in the future by the University as a condition of continued occupancy. If the University determines that immunization due to a health mandate will be required for continued occupancy, Licensee agrees to provide the University proof of vaccination within the time and in the manner requested by the University.

D. **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. The amount of rent will be based on the license term, building, 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 Inspection Report, 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 Housing and 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 costs 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 if application was completed after the second week of classes.
5. In cases where continuous community damage or vandalism is occurring and a responsible party cannot be identified after various community interventions have taken place, the cost of the damage/vandalism may be split among the community members. "Community" refers to any communal area Licensee has access to including elevators, community centers, community bathrooms, hallways, gaming areas and courts, etc.

E. Payment Options

1. Payment in full must be made each semester: Payment of housing fees is required by the due date each semester as noted on the Housing and Residence Life Payment and Fee Schedule established by Housing and Residence Life. Late payments are subject to a \$20 monthly fee until the balance is paid. Depending on the meal plan selected, students may have a higher billing rate. Due dates are firm, even those that fall on weekends or holidays; payments may be made online, 24 hours per day, via Transact.
2. Housing Payment Plan
 - a. Licensees wishing to pay Housing and Residence Life fees in more than one installment per semester must request a Housing Payment Plan. The Licensee may request a payment plan as soon as charges are posted to Licensee's account.
 - b. Housing Payment Plans are not automatic; Licensee must request a Housing Payment Plan online via the Licensee Housing Portal. This request must be submitted prior to the payment deadline for Housing and Residence Life License fees each semester.
 - c. When setting up a payment plan, first payment is due at signing and will not be valid until first payment is made in full. A contract will be sent after first payment of commitment is made.
 - d. In a Housing Payment Plan, the balance due for Housing License

Fees is divided into equal installments after prior payments and credits are applied.

- e. Licensees with partial financial aid who register for a Housing Payment Plan must make payments according to the Housing Payment Plan schedule until their account balance is paid in full.
- f. Licensees with a history of late payments (two late payments or more while using the Housing Payment Plan in the past) may not be permitted to use a Housing Payment Plan. If the Licensee does not qualify for the Housing Payment Plan, payment in full is required by the due date outlined in the Housing and Residence Life Payment and Fee Schedule. It is the Licensee's responsibility to review their student GET account to obtain account status information.
- g. Billing notices will NOT be sent for installments of payment plan. It is the responsibility of the Licensee to make installment payments at the agreed upon payment plan installment due dates. Licensee is required to pay by the deadlines outlined in GET. If Licensee is late on any installment payment, a \$20 late fee will be assessed for each late Housing Payment Plan and Licensee may not be permitted to use the Housing Payment Plan in subsequent semesters.
- h. Once payment plan has been set up and agreed upon, Licensee must make final payment no later than 30 days after payment deadline to avoid late charges.
- i. If licensee does not pay balance in full or fulfill their payment plan as agreed there will be a Financial HOLD on their Housing account which will prevent Licensee from applying for the next Academic Year. The Financial HOLD will not be removed until balance is paid in full.

3. Financial Aid

- a. Licensees who have applied for financial aid that has not been disbursed on or before the first due date for each semester, cannot defer the payment of fees. Licensee must pay License fees when due even if financial aid has not disbursed by the payment due date.
- b. Licensee must pay license fees not covered by financial aid according to the payment in full plan or the Housing Payment Plan. Personal payments are required when funded financial aid is less than the amount due on the due date.
- c. 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.

F. Maintenance of the Premises

1. The Licensee shall, always, 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. Health, Safety, & Occupancy Checks of all residential spaces will be made on a scheduled basis by Housing and Residence Life staff; advance notice is provided of Health, Safety, & Occupancy Checks.
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.

G. 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.

H. 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 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. Licensees will be provided information about meningococcal disease and coronavirus and the availability of a vaccine. Students will be required to indicate within the online housing application their receipt of this information and whether 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 the 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. All cancellation forms can be found in the Student Housing Portal. Cancellations are not guaranteed, and Licensee should not sign another lease if Licensee has not been approved to cancel. The signing of another lease will not be considered as a reason to cancel the Agreement.

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. 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:

- a. End of student status, enrolled in less than half time or withdrawal from the University
 - i. **Withdrawal from the University:** For Licensees who withdraw from the University, the University's approval of the request to cancel this Agreement 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. Notification after the 30-day-notice period may result in an assessment of a 30-day charge, as well as the \$50 cancellation fee.
 - ii. **Mid-Year Graduation:** If Licensee is cancelling due to graduation and will no longer be a student at the University the following semester term, it is the responsibility of the Licensee to inform housing of graduation plans at least 30 days from the start of the next term to avoid 30-day-notice fee. Notification after the 30-days-notice period may result in an assessment of a 30-day charge, as well as the \$50 cancellation fee.
 - iii. **Admissions Rescinded:** It is the responsibility of the Licensee to notify the Housing Office as soon as possible if their admission to the University has been rescinded. Notification after the start of the Agreement may result in an assessment of a 30-day charge, as well as the \$50 cancellation fee.
- b. Marriage after the start of the agreement

- c. Military Service where the Licensee needs to report to duty after the start of the Agreement.
- d. Extreme hardship (compelling and unanticipated medical or financial problems beyond Licensee's control arising after the date of execution of their License Agreement.)
 - i. **Financial Hardship:** Must include verification appropriate to the circumstance and must demonstrate a loss of income that has occurred since the cancellation deadline as stated in Section III C. The Licensee must submit a copy of the current academic year financial aid award summary for evaluation. Students must show that they have exhausted all viable options, including taking out student loans before a consideration to cancel is made.
 - ii. **Medical Hardship:** A release due to illness must include the appropriate medical documentation including a description of the diagnosis provided by a licensed physician. The letter must be on the physician's letterhead and must include a statement of how living on campus is related to the illness and the Licensee's treatment. Petitions for release due to medical hardship may be referred to the Office for Students with Disabilities for evaluation and recommendation.

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 cancellation fees including the 30-day-notice fee may not be appealed and are final. 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 can 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 and \$50 cancellation fee.

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.

3. Cancellations without 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 14 days of the beginning of the Agreement, the Licensee will be charged according to 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:

- a. End of student status, enrolled in less than half time status or

withdrawal from the University

- i. **Withdrawal from the University:** For Licensees who withdraw from the University: It is the responsibility of the Licensee to inform Housing of withdrawal status as soon as possible. The University's approval of the request to cancel this Agreement 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.
 - ii. **Mid-Year Graduation:** If Licensee is cancelling due to graduation and will no longer be a student at the University the following semester term, it is the responsibility of the Licensee to inform housing of graduation plans at least 30 days from the start of the next term to avoid 30-day-notice fee.
 - iii. **Admissions Rescinded:** It is the responsibility of the Licensee to notify the Housing Office as soon as possible if their admission to the University has been rescinded. Notification after the start of the Agreement may result in an assessment of a 30-day charge, as well as the \$50 cancellation fee.
- b. Marriage after the start of the agreement
 - c. Military service where the Licensee needs to report to duty after the start of the Agreement.
 - d. Extreme hardship (compelling and unanticipated medical or financial problems beyond Licensee's control arising after the date of execution of their License Agreement).
 - i. **Financial Hardship:** Must include verification appropriate to the circumstance and must demonstrate a loss of income that has occurred since the cancellation deadline as stated in Section III C. The Licensee must submit a copy of the current academic year financial aid award summary for evaluation. Students must show that they have exhausted all viable options, including taking out student loans.
 - ii. **Medical Hardship:** A release due to illness must include the appropriate medical documentation including a description of the diagnosis provided by a licensed physician. The letter must be on the physician's letterhead and must include a statement of how living on campus is related to the illness and the Licensee's treatment. Petitions for release due to medical hardship may be referred to the Office for Students with Disabilities for evaluation and recommendation).

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 cancellation fees including the 30-day-notice fee may not be

appealed and are final. 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 midterm enrollment review of all Licensees released from their Agreement due to withdrawal. In the event the Licensee has enrolled after their release from the 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 a 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. Meal Plan Program

1. Meal Plan Changes

- a. The Licensee may request to reduce their Meal Plan with 30-day written notification of the spring semester by completing a Meal Plan Change Request Form. Meal plans may only be reduced to the lowest meal plan option available to the Licensee based on the Licensee's room assignment. Requests to increase a Meal Plan may be made anytime during the semester.

2. Meal Plan Cancellation

- a. Meal plans may not be canceled at any time once selected for the academic year. If the Licensee has been approved to cancel the Agreement, the Meal Plan will be automatically canceled. Prorated fees for a 30-day notification will apply.
- b. In case of cancellation of the Agreement, meal plan payment refunds will be prorated based on the plan's daily average calculated allowance for both meals and declining dollars and any under-usage will be forfeited, and any over-usage will be billed. No refunds for dining services will be issued within thirty (30) days prior to the end of the semester, the full semester will be billed

3. Policies and Regulations

- a. Meal plans are not transferable and missed meals will not carry over to the following week or semester. Assisting unauthorized persons to enter any Dining facility or to use your Cal State LA ID

is in violation of the terms and conditions of the Agreement. This may result in additional charges or penalties.

- b. All Dining facilities are part of the Housing and Residence Life community and all policies outlined in the Housing and Residence Life Student Guide apply.

F. 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.

If personal property is damaged, lost, etc. because of an incident involving strong weather and other instances beyond the University's reasonable control, the University is not responsible for personal items. Licensee will be encouraged to submit a claim with the CSU Chancellor's Office.

G. Refunds for Cancellations or Revocations

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 on the provisions of section III. C. of this Agreement.

H. 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.

I. 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.

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

- A. Imposition of a late fee, in accordance with the University's fee schedules;
- B. Revocation of the Agreement and eviction;
- C. Withholding of University services, and registration privileges.
- D. Offset or garnishment of paychecks, loans, grants, scholarships, lottery winnings and income tax refunds or rebates;
- E. Referral to and legal action for collection of any balance due or past due, including for the recovery of the costs of collection;
- F. 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, inspection, 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 on 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 sublicense or sublet the Premises to, or permit the occupancy of the Premises by, any other person without the written permission of the University.

VIII. **Census**

The University is required to participate in the U.S. Census. The University may need to provide information about the Licensee in order to fulfill this requirement. The University may provide contact information for Licensee so that U.S. Census Bureau staff may contact Licensee directly.

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.