California State University, Los Angeles, Housing and Residence Life

License Agreement – Terms & Conditions
Academic Year 2024-2025

I. Terms and Conditions

The License Agreement (hereafter this "Agreement") is entered into between the Trustees of the California State University, acting by and through California State University (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. The Terms and Conditions and the Policies and Regulations described below govern all residence hall and on-campus apartment occupants. Please read these provisions carefully before submitting a completed License Agreement. The use of housing facilities is subject to and incorporates Articles 5 and 6 of Subchapter 5 of Chapter 1 Part V (Sections 42000 through 42103) of Title 5 of the California Administrative Code (California Code of Regulations), the Cal State LA Standard for Student Conduct and the Cal State LA Housing and Residence Life Student Guide. By completing and electronically signing the Academic Year 2024-2025 Housing License Agreement, you agree to all these provisions. 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 Academic Year 2024-2025.

II. Application Fee

All housing applicants, including all financial aid recipients, are required to pay a \$40.00 non-refundable application fee out of pocket. The online housing application, electronically signed License Agreement and \$40 non-refundable application fee must be submitted in full before a housing application will be considered for an assignment. The \$40 non-refundable application fee is charged to cover the administrative cost of processing the application for a campus housing facility.

III. Eligibility

A. Age

The Licensee must be a high school graduate or equivalent, at least 17 years of age, who will turn 18 within the spring 2025 contract term and enrolled as a student at Cal State LA

B. Enrollment

1. To qualify for a space in the residence halls and on-campus apartments at Cal State LA, a student must be a matriculating student or enrolled in a degree seeking program at Cal State LA Exceptions may be granted by the Director of Housing and Residence Life or a designee.

- 2. Student enrolled in international programs sponsored by the College of Professional and Global Education are eligible for occupancy on a space-available basis.
- 3. 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 License Agreement.
- 4. All assignments to a housing space are contingent upon acceptance at Cal State LA. If the resident is not admitted or is disqualified between semesters, it is the resident's responsibility to notify Cal State LA Housing and Residence Life immediately in writing by completing the cancellation request located on the Cal State LA Housing Student Portal.
- 5. The resident will be charged for housing and meal plan fees until written notification is received by Cal State LA Housing and Residence Life. The License Agreement may be revoked by the University if the resident fails to meet the above minimum requirements.

A. 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), as may be amended from time to time 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 as may be amended from time to time 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 period and in the manner requested by the University.

I. Rent and Fees

A. Rent and Fees

1. The Licensee shall pay the rent, programming and Meal Plan fees 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. The programming fee is nonrefundable if the licensee moves into the Cal State LA Housing Complex. 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. It is the responsibility of the Licensee to ensure their housing charges are paid in full by checking their balance in GET. If housing charges are applied to the Licensee's student account after their financial aid has been disbursed, Licensee is responsible for paying their housing charges with a different form of payment by the posed due date.
- 5. 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.
- 6. 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.

B. Payment Options

1. Payment

a) 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.

- (1) Fall 2024 Payment due date is September 6, 2024
- (2) Spring 2025 Payment due date is February 7, 2025 Late payments are subject to a \$20 monthly fee until the balance is paid in full.
 - c.) Depending on the meal plan selected, students may have a higher billing rate.
 - d.) 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 Student 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, the first payment is due at signing and the payment plan will not be valid until the first payment is made in full. A contract will be sent after the first payment of commitment is made.
- **d)** In a Housing Payment Plan, the balance due for Housing and Residence Life 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 the 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 the Payment Plan. 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 a 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 the Housing account which will prevent Licensee from applying for Housing for the next Academic Year and prevent Licensee from adding or dropping classes while the hold is in place. The Financial Hold will not be removed until balance is paid in full.

1. 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 request for information and response is advised to ensure a timely financial aid award and disbursement.

V. Adherence to Rules and Regulations

The Licensee shall at all times obey the rules, regulations, policies, and prohibitions set fort 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.

VI. 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. 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.

- 4. 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.
- 5. Residence halls are multiple occupancy facilities with shared spaces. Any resident suspected of having a communicable disease may be isolated/quarantined in their room or another assigned room while waiting for a diagnosis and for the duration of their determined isolation/quarantine period. Any resident exposed to a communicable disease should make an appointment with a physician at the Student Health Center, to discuss the possible exposure, symptoms and treatment (if any treatment is available). Examples of communicable and infectious diseases may include but are not limited to: COVID-19, chicken pox, m-pox, hepatitis, measles and tuberculosis. In the instance of an outbreak, Cal State LA Housing and Residence Life will follow University and local emergency protocols.

I.Term

The University grants the Licensee permission to occupy a bed space within the Housing and Residence Life facilities (hereafter the "Premises") as a Licensee for the fee period listed below for their community. For residents contracting with Housing and Residence Life for the first time after February 6, 2023, this includes a mandatory meal plan. 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. Golden Eagle Apartment (GEA) Complex:

1. ACADEMIC YEAR.

- a.) A Licensee may reserve a bedspace either for the entire academic year or for the spring semester only. A license for the academic year begins at 9:00 a.m. on Tuesday, August 13, 2024, and ends 12:00 p.m. (noon) on Saturday, May 17, 2025.
- b.) Students will be assigned a move-in appointment for August 13, 2024 between 9:00 a.m. and 4:00 p.m.
- c.) Residents of the Apartments retain access to their assigned space throughout the academic year including all holidays as well as the Winter and Spring Breaks.
- d.) Failure of academic year Licensee to move in before 5:00 p.m. Sunday, August 25, 2024, may constitute cancellation of the License Agreement

with charges, and conditions of section 9 of the License Agreement will apply.

2. SPRING SEMESTER

- a.) A license for the spring semester only begins after 5:00 p.m. on Wednesday, January 1, 2025, and ends 12:00 p.m. (noon) on Saturday, May 17, 2025.
- b.) Residents of the Apartments retain access to their assigned space throughout the spring semester including all holidays as well as the Spring Break.
- c.) Failure of spring semester Licensee to move in before 5:00 p.m. Sunday, January 26, 2025 may constitute cancellation of the License Agreement with charges, and conditions of section 9 of the License Agreement will apply.

Residents of the Apartments who plan to attend summer session or reside on-campus during the summer must complete a summer online application and pay all applicable fees by Monday, May 5, 2025.

B. University Apartments (Phase I & II)

1. ACADEMIC YEAR.

- a). A Licensee may reserve a bedspace either for the entire academic year or for the spring semester only. A license for the academic year begins at 9:00 a.m. on Friday, August 16, 2024, and ends 12:00 p.m. (noon) on Saturday, May 17, 2025.
- b.) Students will be assigned a move-in appointment for either Friday, August 16, 2024 *or* Saturday, August 17, 2024 between 9:00 a.m. and 4:00 p.m.
- c.) Residents of the Apartments retain access to their assigned space throughout the academic year including all holidays as well as the Winter and Spring Breaks.
- d.) Failure of academic year Licensee to move in before 5:00 p.m. Sunday, August 25, 2024 may constitute cancellation of the License Agreement with charges, and conditions of section 9 of the License Agreement will apply.

2. SPRING SEMESTER

- a) A license for the spring semester only begins after 5:00 p.m. on Wednesday, January 1, 2025, and ends 12:00 p.m. (noon) on Saturday, May 17, 2025.
- b) Residents of the Apartments retain access to their assigned space throughout the spring semester including all holidays as well as the Spring Break.
- c) Failure of spring semester Licensee to move in before 5:00 p.m. Sunday, January 26, 2025 may constitute cancellation of the License Agreement with charges, and conditions of section 9 of the License Agreement will apply.

Residents of the Apartments who plan to attend summer session or reside on-campus during the summer must complete a summer online application and

pay all applicable fees by Monday, May 5, 2025.

C. South Village Residence Halls:

1. ACADEMIC YEAR.

- a.) A Licensee may reserve a bedspace either for the entire academic year or for the spring semester only. A license for the academic year begins at 9:00 a.m. on Wednesday, August 14, 2024, and ends 2:00 p.m. on Saturday, May 17, 2025.
- b.) Students will be assigned a move-in appointment for either Wednesday, August 14, 2024 *or* Thursday, August 15, 2024 between 9:00 a.m. and 4:00 p.m.
- **c.**) Failure of academic year Licensee to move in before 5:00 p.m. Sunday, August 25, 2024 may constitute cancellation of the License Agreement with charges, and conditions of section 9 of the License Agreement will apply.

2. SPRING SEMESTER.

- a.) A license for the spring semester only begins after 12:00 p.m. (noon) on Sunday, January 21, 2024, and ends 12:00 p.m. on Saturday, May 17, 2025.
- b.) During this term, residents retain access to their assigned space throughout the spring semester including all holidays as well as the Spring Break.
- c.) Failure of spring semester Licensee to move in before 5:00 p.m. Sunday, January 26, 2025 may constitute cancellation of the License Agreement with charges, and conditions of section 9 of the License Agreement will apply.

Residents of the South Village Residence Halls who plan to attend summer session or reside on-campus during the summer must complete a summer online application and pay all applicable fees by Monday, May 5, 2025.

D. Early Arrival:

- 1. Residents may request to check in early, prior to the start of the fall contract period. This must be requested, and written approval received from the appropriate Cal State LA Housing and Residence Life administrator or designee. Early arrival is granted only for International Students and students required to move in early due to university related business.
- 2. Typically, this may be a few days prior to the official opening. Any resident who is granted approval will be charged housing fees on a daily basis, or based on a per night Early Arrival fee and is obligated to all Cal State LA Housing and Residence Life Terms and Conditions, and Policies and Regulations during their stay. The deadline to request an early arrival is July 26, 2024. The deadline to cancel and receive a credit of fees for early arrival is August 5, 2024.

E. Late Check-Out:

- 1. Residents may request to remain later than their contract period at various times of the year. These occupancy periods must be requested in writing, and written approval received from the appropriate Cal State LA Housing and Residence Life administrator or designee.
- 2. Any resident who is granted approval will be charged housing fees on a daily basis and will be obligated to all Cal State LA Housing and Residence Life Terms and Conditions, and Policies and Regulations during their stay.

For summer session-only housing, please refer to the Summer Housing section of this document. There is an additional fee for housing during the summer session.

VIII. Apartment/Room Assignments and Changes

A. Room Assignments

- 1. Applicants will be assigned to their preferred apartment/building or room and occupancy type whenever possible based on the date their Academic Year Housing License Agreement and payments are received. If the online application and \$40 non- refundable application fee are received by July 1, 2024, the applicant's assignment request is processed during the first assignment run. All other applications will be processed and assigned pending remaining space availability. Cal State LA Housing and Residence Life will make every effort to assign applicants to the requested area or community and occupancy type based on preference and qualifications required to meet established criteria of any community but reserves the right to assign any applicant to any space based on administrative necessity, regardless of an applicant's qualifications.
- 2. Online applications and payments received after the July 1, 2024 deadline will still be processed; however, roommate matching cannot be guaranteed.
- 3. Inability by Cal State LA Housing and Residence Life to honor applicant's assignment preferences will not void this License Agreement and will not be considered a valid reason to cancel a License Agreement. If amendments are made to the initial License Agreement resulting in a

change in fees or policies, the resident will receive information regarding the effect of this change at the time the amendment is made.

- 5. Roommate assignments are made for same gender only. (Transgender and gender non-conforming students may complete the Gender Inclusive Housing application at the time of completing the Housing Application). To preference a specific roommate, both applicants must submit the online application and remit the \$40 non-refundable application fee within one week of each other and by May 6, 2024 for the fall semester. Roommate matching cannot be processed for the Spring semester due to the limited number of spaces available. All roommates must request the same living options and preferences on the online application. Roommate requests submitted after May 6, 2024 for fall are not guaranteed.
- 6. Every applicant is assigned to a specific room and bedspace, and must occupy only the assigned room and bedspace. New applicants may be assigned at various times during the year; therefore, vacant bedrooms/bedspaces may become occupied without prior notice. Residents who occupy or utilize a space not officially assigned to them will be charged a \$100.00 fee per day liquidated damages.

B. Room Consolidation

1. Room consolidation may have to occur as a result of spaces not being occupied. Should this occur residents may be given an option of converting their room into a single or choosing their own space before one is assigned. Cal State LA Housing and Residence Life reserves the right to change the resident's assignment within the housing facilities with a 24-hour notice for reasons of health, student welfare, administrative necessity, as a result of administrative action, or in accordance with the Room Consolidation policy. Residents may be responsible for any additional charges resulting from re-assignment. Room changes are not permitted without the approval of the Residential Life Coordinator or the Assignments Coordinator.

C. Occupancy/Health and Safety Checks

- 1. To establish who has checked in, cancelled, or delayed their check-in date and to ensure all residents have moved into their proper spaces, no apartment/room changes will occur during the first three weeks of the semester.
- 2. Failure to use the authorized Apartment/Room Change or Swap process will result in each resident who has changed apartments or rooms moving back to their original apartment or room and a fine of \$100 for moving without approval and residents will be subject to disciplinary action.

D. Room Changes

1. Request by Licensee

a.) Apartment/room changes may result in additional charges. Licensee will be responsible for all costs associated with community or occupancy type changes because of an apartment/room change. Charges will be assessed immediately following apartment/room change and will be due on the next scheduled payment date, or approximately two weeks later if the last payment due date has passed.

2. Mandatory Room Change

- a.) The University reserves the right to change a student's assignment for any reason. This sanction is used when it is believed that a relocation and change of environment will benefit the resident and the Housing and Residence Life community. This sanction will be considered for students involved in repeated violations of Housing and Residence Life policies; individuals involved in serious infractions of policy; or for individuals who consistently disrupt the communal nature of the apartment, bedroom, or the community.
- b.) Residents who are required to change rooms need to complete their change within 48 hours of picking up the keys to their new apartment or bedroom to avoid charges for a lock change and being served a written notice that they will not be permitted to enter into a new License Agreement with the University.
- c.) Any resident who is assigned a move-out date due to room/apartment change, cancellation or administrative necessity must move by the date and time specified by Housing and Residence Life. Residents who fail to move out by the date and time specified, or who change rooms without prior written approval from Cal State LA Housing and Residence Life staff, will be charged \$100.00 per day liquidated damages in addition to regular room and meal plan fees, an improper check out fee and will be subject to disciplinary action.

IX. Cancellation of License Agreement

Roommate/community related issues are not considered grounds for cancellation and will be referred to Residential Life staff.

A. Cancellation by Licensee Prior to Beginning of Fee Period

1. Golden Eagle Apartments

a.) The fee period for the Golden Eagle Apartments begins Tuesday, August 13, 2024 for the academic year and Wednesday, January 1, 2025 for new residents entering for the spring semester.

b.) Licensee may cancel a reservation for a space in the facility by completing the cancellation request found in the Cal State LA Housing Student Portal at least thirty (30) days prior to the beginning of the fee period (on or before Thursday, July 18, 2024, for the academic year and on or before Monday, December 2, 2024 for new residents entering for the spring semester).

2. South Village Residence Halls

- a.) The fee period for the South Village Residence Halls begins Wednesday, August 14, 2024 for the academic year and Wednesday, January 1, 2025 for new residents entering for the spring semester.
- b.) Licensee may cancel a reservation for a space in the facility by completing the cancellation request found in the Cal State LA Housing Student Portal at least thirty (30) days prior to the beginning of the fee period (on or before Thursday, July 18, 2024, for the academic year and on or before Monday, December 2, 2024 for new residents entering for the spring semester).

3. University Apartments (Phase I & II)

- a.) The fee period for the University Apartments (Phase I & II) begins Friday, August 16, 2024 for the academic year and Wednesday, January 1, 2025 for new residents entering for the spring semester.
- b.) Licensee may cancel a reservation for a space in the facility by completing the cancellation request found in the Cal State LA Housing Student Portal at least thirty (30) days prior to the beginning of the fee period (on or before Thursday, July 18, 2024, for the academic year and on or before Monday, December 2, 2024 for new residents entering for the spring semester).

B. Cancellation with less than thirty (30) days' and/or On or After Beginning of Fee Period

A request to cancel a reservation less than thirty (30) days prior to the beginning of the fee period shall include Licensee's statement of reasons. The University may exercise its discretion to grant or deny the request based upon the following standards:

1. End of Student Status

Students approved for not attending Cal State LA and, who subsequently enroll in classes at any point during the academic year after the approved cancellation will have all housing charges re-assessed to their Cal State LA account and will be responsible for the entire academic year housing charges (or entire spring semester for new spring residents).

a.) Mid-Year Graduation

- (1) Documentation is required to be submitted at the time of completion of the cancellation request. Such documentation may be a copy of an approved graduation worksheet or a letter from the Office of the Registrar.
- (2) If Licensee is cancelling due to graduation and will no longer be a student at the University the following semester, completes the cancellation request by November 1, 2024, and provides appropriate, the \$50.00 cancellation fee will be waived.
- (3) If the Licensee completes the cancellation request with appropriate documentation after November 1, 2024, the Licensee will be charged the \$50 .000 license cancellation processing fee.
- (4) Cancellation requests received after the 30-days-notice period (December 2, 2024) may result in an assessment of a 30-day charge, as well as the \$50 cancellation fee.

b.) End of International Program

- (1) Documentation is required to be submitted at the time of completion of the cancellation request. Such documentation may be a copy of the visa application reflecting the end date of the program or a letter from the International Programs Office.
- (2) If Licensee is cancelling due to the end of their international program and will no longer be a student at the University the following semester, completes the cancellation request with appropriate documentation by November 1, 2024, the \$50.00 cancellation fee will be waived.
 - If the Licensee completes the cancellation request with the appropriate documentation after November 1, 2024, the Licensee will be charged the \$50 .000 license cancellation processing fee.
- (3) Cancellation requests received by Housing with the appropriate documentation after the 30-days-notice period (December 2, 2024) may result in an assessment of a 30-day charge, as well as the \$50 cancellation fee.

c.) Withdrawal 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 the following charges:

- 1. Proration of housing charges from date the license agreement began to date of cancellation request.
- 2. Assessment of a 30-day charge starting from the date the Licensee requests the cancellation of the License Agreement or the

date of the Licensee's University withdrawal, whichever is later.

- 3. Assessment of the \$50.00 cancellation processing fee.
- 4. Assessment of any damages or excessive cleaning charges found after the room has been inspected by a housing staff member after student has vacated room/apartment. If the student plans to withdraw for the spring semester and does not vacate their assigned space at the end of the fall semester, the student will be assessed a daily room rate until student vacates space.

d.) 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 the following charges:

- (1) Proration of the 30-day notice charge from the date the student was notified of the University's decision to rescind admission to the date of the cancellation request.
 - (1) If the student has moved into their assigned room, the student will be responsible for the following charges:
 - (2) Daily room rate for the time the student lived in Cal State LA Housing until they move out of their assigned room space/apartment.
 - (3) Weekly charge of the meal plan selected until the student moves out of their assigned room space/apartment.
 - (4) Assessment of any damages/excessive cleaning charges found after room is inspected by a housing staff member after student has vacated the space.
- e.) Marriage after the start of the License Agreement
- f.) Military service where the Licensee needs to report to duty after the start of the Agreement.
- g.) Extreme hardship (compelling and unanticipated medical or financial problems beyond Licensee's control arising after the date of execution of their license agreement).

For Licensee whose cancellation is granted for financial or medical hardship reasons, housing and meal plan fees will be prorated through the date the Licensee vacates their assigned room space/apartment, a 30-day notice fee from the date of Licensee submits the cancellation request, plus the nonrefundable fees as described in the Terms and Conditions section, and a \$50.00 license cancellation processing fee.

1) Extreme Financial Hardship

A request for extreme financial hardship must include verification appropriate to the circumstance and must be a loss of income that has occurred since the cancellation deadline on or after Thursday, July 18, 2024 [residents for the academic year] and on or after Tuesday, December 3, 2024 for new residents entering for the spring semester.

 Reduced financial aid due to not being enrolled as a full-time student or not wanting to accept student loans will NOT be considered as appropriate reasons to cancel the license agreement.

2) Medical/Personal Hardship

- (a) A request for medical or personal hardship must include the appropriate medical documentation provided by a licensed physician, counselor, etc.
- (b) The letter must be on the physician's or counselor's letterhead stationery and must include a statement of how living in the apartments or residence halls is related to the medical condition and the Licensee's treatment that has occurred since the cancellation deadline on or after Monday, July 15, 2024 for the Golden Eagle Apartments, Tuesday, July 16, 2024 for South Village Residence Halls, and Thursday, July 18, 2024 for the University Apartments (Phase I & II) (residents for the academic year) and on or after Tuesday, December 3, 2024 for new residents entering for the spring semester.
- (c) Medical hardships will be reviewed by the Office for Students with Disabilities (OSD). Licensees will be advised to register with OSD and request an appointment with an advisor. OSD will review the documentation and inform Cal State LA Housing and Residence Life of their findings. Cal State LA Housing and Residence Life will notify the Licensee upon OSD's input.
- (d) Cal State LA Housing and Residence Life may deny the request for cancellation, wherein the Licensee shall owe the full fee period of the License Agreement (academic year or full spring semester for new spring residents), plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information section.

- (e) In any case, the charges will be prorated if a replacement acceptable to the University is found. All empty spaces within all facilities will be filled before any resident's license can be replaced.
- (f) Residents who have petitioned to cancel and have forged or knowingly provided false information/documentation to Cal State LA Housing and Residence Life will be referred to the Office of Student Conduct for disciplinary action per the Student Conduct Code. Following all of the appropriate cancellation procedures is the responsibility of the Licensee. Cancellation Request forms are available on the Cal State LA Housing Student Portal.
- (g) Refunds take at least 4-6 weeks from the official date of move-out.

X. Enhancement of the 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 will pay the annual \$60 programming fee in two semester installments of \$30 by the date agreed upon with Housing and Residence Life.

Licensee agrees to recognize the importance of maintaining the Housing and Residence Life 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.

XI. Dining Services

A. Meal Plans

Meal plans are mandatory for all residents except for residents living in the Golden Eagle Apartments or the University Apartments who were residents prior to February 6, 2023.

Meal plans are designed to provide the maximum value to residents, the cost is the same regardless of how frequently you visit. A percentage of absenteeism is used in projecting the meal costs.

The Dining Commons is an "All-You-Care-To-Eat" program. Please eat all you take.

Meal plans also include Dining Dollars, which can be used at any of the Housing food facilities, such as the Village Market and the Dining Commons. A wide variety of nationally, regionally and ethnically branded concepts are available for you to enjoy.

1. To-Go Boxes

- To Go Boxes can be purchased at the Dining Commons for \$5.00 at the beginning of each semester.
- Items are permitted to leave the facility in a "to-go box".

- "To-go boxes" must be returned to the Dining Commons to be cleaned for sanitation reasons and will be exchanged for another box.
- "To-go boxes" are limited to one per person each entry. No food may be removed from The Dining Commons unless in a "to-go box".

Students may not eat in the Dining Commons if they are using a "to-go box" on that entry.

B. South Village Meal Plans

Meal plans allow residents varied options for entry into The Dining Commons during operating hours.

Residents can use their plan Dining Dollars in any quantity in any Retail Dining Facility during business hours.

- Unused Dining Dollars will roll into the spring semester.
- Swipes (entries) do not roll over from one week to the next or from fall semester to spring semester; however, may be used within the week without restriction (e.g., all swipes may be used in one day, if desired).
- Unused guest meals expire at the end of each semester.

Residents living in the South Village Residence Halls may select one of the following meal plans:

All Access 7

- Provides unlimited entries a week into The Dining Commons seven days per week, Monday – Sunday.
- 5 Guest Meal entries
- Guest Meals can be used any time, including weekends, either by the plan holder or for a guest accompanying the plan holder.
- \$100.00 Dining Dollars per semester.
- Dining Dollars may be used as desired at any open retail dining facility.

All Access 5

- Provides unlimited entries a week into The Dining Commons five days per week, Monday – Friday
- 5 Guest Meal entries
- Guest Meals can be used any time, including weekends, either by the plan holder or for a guest accompanying the plan holder.
- \$50.00 Dining Dollars per semester
- Dining Dollars may be used as desired at any open retail dining facility.

Block 250

- Provides 250 entries a semester into The Dining Commons seven days per week, Monday – Sunday
- \$50.00 Dining Dollars per semester.
- Dining Dollars may be used as desired at any open retail dining facility.

C. Golden Eagle and University Apartments Meal Plans

University Apartments and Golden Eagle Apartments residents may choose from one of the Block dining meal plans described above, (All Access 7, All Access 5 or the Block 250), or they may choose from one of the <u>Apartment Plans</u> below. Applicants who choose an apartment meal plan when applying for the academic year will have an apartment meal plan assigned for fall and another for spring

(one each semester) and will be billed for each plan when rent and other housing charges are billed (typically prior to the start of the semester).

These plans may be purchased through the Housing Office. These meal plans are available to any resident living in the Golden Eagle or University Apartments. These plans are not available to any residents of the South Village Residence Halls. Additional optional meal plans may be purchased at any time during the semester.

- Unused swipes do not roll over into the next semester
- Unused Dining Dollars will roll from the fall to spring.
- Unused guest meals expire at the end of each semester.
- All unused swipes and Dining Dollars are forfeited at the end of the academic year.

Block 200

- Provides 200 entries into The Dining Commons for the plan holder for any day during the semester.
- The plan holder may use these entries for themselves and for any number of accompanying guests.
- \$50.00 Dining Dollars, which may be used as desired at <u>any open retail</u> dining facility.

Block 150

- Provides 150 entries into The Dining Commons for the plan holder for any day during the semester.
- The plan holder may use these entries for themselves and for any number of accompanying guests.
- \$50.00 Dining Dollars, which may be used as desired at <u>any open retail</u> <u>dining facility</u>.

Block 100

- Provides 100 entries into The Dining Commons for the plan holder for any day during the semester.
- The plan holder may use these entries for themselves and for any number of accompanying guests.
- \$50.00 Dining Dollars, which may be used as desired at <u>any open retail</u> <u>dining facility</u>.

Weekly 5

- Provides 5 entries each week into The Dining Commons for the plan holder Monday – Friday.
- The plan holder may use these entries for themselves and for any number of accompanying guests.
- \$50.00 Dining Dollars, which may be used as desired at <u>any open retail</u> <u>dining facility</u>.

Block 50

- Provides 50 entries into The Dining Commons for the plan holder for any day during the semester.
- The plan holder may use these entries for themselves and for any number of accompanying guests.

• \$50.00 Dining Dollars, which may be used as desired at <u>any open retail</u> dining facility.

D. Eagle Dollars

Eagle Dollars can be purchased anytime to augment a meal plan independently of the Housing contract. These can be used at any retail unit as well as the Campus Bookstore, Library, computer labs and Starbucks. These can be loaded at multiple locations on campus or on the <u>GET website</u>.

E. Meal Plan Changes

Meal plan changes may be requested in writing prior to the start of the fall or spring semester.

Residents may request to upgrade their meal plan at any time after move in. Residents may request to downgrade their meal plans only once each semester by completing a Meal Plan Change Request form available on the Cal State LA Housing Student Portal.

The Meal Plan Change Request form must be completed online by the following dates:

Fall Semester: July 18, 2024 (effective August 14, 2024)

Spring Semester: December 18, 2024 (effective January 17, 2025)

F. Dates of Service

Full details available on the <u>Village Dining</u> website. (Dates and Times Subject to Change)

Fall Semester

Begins Wednesday, August 14, 2024, 8:00 a.m. – 10:00 p.m. (Breakfast, Lunch and Dinner) for all meal plans.

Monday, September 2, 2024 9:00 a.m. – 8:00 p.m. (Labor Day)

Monday, November 11, 2024 9:00 a.m. – 8:00 p.m. (Veterans Day)

Wednesday, November 27, 2024 (need hours of service)

No meal service on Thursday, November 28 and Friday, November 29, 2024 (Thanksgiving Break)

Last meal lunch, Saturday, December 14, 2024. No meal service after 2:00 p.m.

Spring Semester

Begins Friday, January 17, 2025 (Lunch) for all meal plans.

Monday, January 20, 2025, 9:00 a.m. – 8:00 p.m. (MLK)

No meal service on March 31, 2025 (Cesar Chavez)

Tuesday, April 1 - Friday April 6, 2025 reduced hours (Spring Break)

Last meal dinner, Saturday, May 17, 2025

Meal Service Hours

Hours of operation are subject to change. Where possible, as much notice will be given via email and signage.

Weekdays

The Dining Commons is open continuously from 7:00 a.m. – 10:00 p.m. Monday – Friday

Weekends

Weekend hours are 9:00 a.m. – 1:00 p.m. and 4:30 p.m. – 7:00 p.m.

G. Cancellation Policies

If a resident (a student who lived in Cal State LA Housing prior to February 6, 2023) chose to select a meal plan when completing the housing application, they may request to cancel their selected **optional** meal plans by completing a Meal Plan Change Request Form found on the Cal State LA Housing Portal before the following deadline below. Requests received after this date will not be honored. Residents who are required to have a meal plan may not cancel their meal plan. They may elect to reduce their meal plan to the lowest meal plan option available to the licensee based upon the Licensee's room assignment.

Last day to request a cancellation for each semester:

Fall Semester: July 18, 2024 (effective August 14, 2024) **Spring Semester**: December 18, 2024 (effective January 17, 2025)

1. Meal Plan Exemptions

Meal plan exemptions may be considered for dietary and religious reasons where the University is unable to meet the Licensee's needs. Requests for a meal plan exemption can be submitted via the Meal Plan Change Request Form found on the Licensee's Housing Portal. Meal plan exemptions must be submitted by July 18, 2024 for the fall 2024 semester and December 18, 2024 for the spring 2025 semester. For Housing applications completed after the 30-day notice period (July 15, 2024 for fall 2024 and December 18, 2024 for spring 2025, exemptions may be requested within 10 days of notification of application completion with supporting documentation.

a. Medical Accommodation

i. Residents requiring an accommodation for the meal plan due to a medical issue must register with the Office of Students with Disabilities (OSD). OSD will notify Cal State LA Housing and Residence Life of approved meal plan accommodation for eligible students. Permission to waive or cancel a meal plan must be obtained from the OSD. Cancellation is restricted to only the most adverse circumstances (such as a medical condition) that render it unreasonable for Village Dining to expect the Licensee to continue the contract.

b. Special Dietary Needs

i. License to occupy a residence in the Cal State LA Housing Complex requires mandatory food service. Village Dining will work with students who may have allergies or special dietary needs. Please contact Village Dining if you have dietary concerns.

- ii. If you feel they are unable to meet your special dietary needs, a meal plan exemption can be requested by completing the Meal Plan Change Request Form found on the Cal State LA Housing Student Portal.
- iii. All meal plan exemptions for dietary reasons will only be authorized after consultation with Village Dining.

c. Religious Reasons

- If you feel the University is unable to meet your religious dietary restrictions, a meal plan exemption can be requested by completing the Meal Plan Change Request Form found on the Cal State LA Housing Student Portal.
- ii. A meal plan exemption must include supporting documentation from your religious leader stating the dietary restrictions.
- **iii.** All meal plan exemptions for dietary reasons will only be authorized after consultation with Village Dining.

Residents should be aware that Dining plans are charged based on a fixed weekly rate, so a set amount will be charged per week, regardless of the number of visits the resident has made to The Dining Commons during the semester. Billing is calculated based on the effective date of cancellation.

H. Policies and Regulations

In accordance with the Cal State LA Housing and Residence Life Student Guide in section 7 "Dining Policies" set forth by Village Dining, unacceptable behavior or failure to adhere to policies may result in permanent removal of a resident from The Dining Commons. In addition to all policies of the Student Guide, additional policies in effect at The Dining Commons include but are not limited to the following:

a) Licensee's Cal State LA ID Card must be presented to the dining facilities checker or retail cashier for each meal and on demand if requested by a member of the Cal State LA Housing and Residence Life or the dining facilities staff. Residents and guests must always carry identification while in the residence halls, apartments, the dining facilities or any Cal State LA property. Residents are required to carry and provide appropriate Cal State LA photo identification upon request by a University staff member performing their duty. Failure to present ID; presenting fabricated, falsified, or misrepresentative ID; permitting others to use IDs for the purpose of improperly gaining access to residence halls,

- rooms, apartments, the dining facilities, use of equipment, or any other service or facility is prohibited.
- b) Licensee's meal plan is not transferable. Assisting unauthorized persons to enter the dining facilities or to use your Cal State LA ID card is in violation of the terms and conditions of the License Agreement. Cal State LA ID cards found to be in the possession of an unauthorized user will be confiscated and may result in additional charges and/or penalties.
- c) Missed meals will not be refunded or carry over to the following week or semester.
- d) All food must be eaten in the dining facilities. Second helpings are permitted. No food, dishes, or utensils may be taken from or brought into the building, unless in a purchased "to-go box", without permission of a dining facilities staff member.
- e) Only Service Animals are allowed inside the dining facilities.
 Emotional Support Animals are not allowed inside the dining facilities.
- Residents and guests are required to bus their dishes and accompanying trash.
- g) "Food fights," "trashing" tables, etc. are not permitted.
- h) Residents must comply with reasonable requests of The Dining Commons and Cal State LA Housing and Residence Life staff while in The Dining Commons.

Wheelchair Accessibility. The Dining Commons has motorized access doors at each entry into the building. Guest restrooms are also accessible.

XII. Nonpayment of License Fees

By signing the License Agreement, Licensee agrees that housing fees are an extension of credit for living expenses and are considered an educational debt. Licensee waives the benefit of any limitations affecting liability or the enforcement thereof to the extent permitted by law. (California Code of Civil Procedures section 360.5)

Nonpayment of License Fees may, at the discretion of the University, result in the following actions/consequences:

- 1. Assessment of late fees as stated in the Payment Information section.
- 2. Revocation of the License Agreement and eviction with financial penalties.
- 3. Withholding of University services pursuant to Section 42380 et seq., Title 5, California Code of Regulations. This may include withholding official transcripts and denial of registration.
- 4. Offset or garnishment of paychecks, loans, grants or scholarships payable

through the University, or lottery winnings, tax refunds or rebates through the Franchise Tax Board. All reasonable collection costs and charges accrued by Cal State LA during the collection of said amounts are the responsibility of the Licensee.

- 5. Employment of a collection agency to collect all delinquent amounts. Any attorney fees and other reasonable collection costs and charges accrued during the collection of said amounts are the responsibility of the Licensee.
- 6. Notification of default to credit bureau organizations.
- 7. Legal action to collect unpaid obligation, including for the recovery of the costs of collection.

XIII. Construction & Renovation

Construction and/or remodeling or repair of academic, residential and dining buildings on the Cal State LA University campus in the vicinity of the residence halls and apartments is scheduled for the Academic Year 2024-2025. Construction may result in disturbances and disruptions, including but not limited to, increased noise and dust in the area surrounding the residence halls and apartments as well as power, water and sewer interruptions. By signing this License Agreement, Licensee agrees that they have been advised of said scheduled construction and acknowledges disturbances and disruptions resulting from construction (including noises, dust, periodic breaks in water or other utilities, etc.) are not grounds for termination of this Agreement.

XIV. Revocation of License

University may revoke the License granted under this Agreement and terminate the Agreement for any of the following reasons:

- 1. Breach of any term or condition of this License Agreement, including breach of any of the policies or regulations referenced in this License Agreement and/or the Student Guide.
- 2. Failure to comply with Cal State LA Covid Vaccination Policy and Requirements.
- 3. If the Licensee is convicted of any misdemeanor or felony committed on University property, or involving any member of the University community (e.g. students, staff, or faculty) whether on or off University property or that is otherwise University related.
- 4. Nonpayment of License Fees.
- 5. Failure of Licensee to maintain status as a student at the University through academic dismissal or all other withdrawals. Students must be matriculated and/or enrolled in the regular academic program at Cal State LA University or have approval to live in on-campus housing from the Housing Director or designee.
- 6. Possession of any firearm, knife, deadly weapon, ammunition, fireworks, explosives, or dangerous chemicals.
- 7. Physical abuse towards any campus community member of the threat of such abuse.
- 8. Falsification of any legitimately required information requested by the University.

- 9. An emergency I which the peaceful and orderly operation of the University, or the health and safety of any person, is or may be jeopardized.
- 10. Administrative necessity of the University. Administrative necessity exists when any condition not reasonably foreseen at the time of confirming a reservation, issuing a license, or renewing a license occurs and prevents the campus from making or continuing to make a housing facility available to the Licensee. Such conditions shall include, but are not limited to, damage caused by floods, slides, fire, earthquake, other natural disasters, construction, and vandalism; civil disorder; compliance with state or federal law; or interruption of basic services because of labor strife. Such conditions shall also include a drop in the rate of cancellation not reasonably foreseen by the campus if such drop results in an overbooking of available housing facilities.

University may initiate eviction proceedings through the service of a three-day eviction notice on the Licensee, except in cases of emergency. Licensees will be assessed charges according to Terms and Conditions, section 3 and payment fee period.

XV. 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 may take 4-6 weeks to be processed.

XVI. Summer Housing

Cal State LA Housing and Residence Life offers housing to students who may be at Cal State LA to attend summer classes only or current spring residents who wish to remain on campus during the summer.

Spring residents who wish to remain on campus for summer will be required to transition from spring to summer, and then summer to fall (if applicable) at designated dates and times. Dates will be determined and residents notified prior to the transition periods. Failure to transition at designated dates and times may result in a \$100.00 a day failure to move fee and potential license revocation.

Summer residents may be required to relocate to another space during their summer stay to allow staff to complete work to ensure premises are prepared and ready for the upcoming fall semester opening. Transition dates will be communicated to residents by summer housing staff.

Residents who have completed a 2025/2026 License Agreement and made the necessary payments and have completed and paid for the summer online application and all applicable fees may remain until the next academic year contract begins. South Village Residence Halls, Golden Eagle and University Apartments residents who are not licensed, returning residents for the 2025/2026 academic year yet have completed and paid for the summer online application and all applicable fees must check out no later than 12:00 p.m. on Saturday, August 9, 2025.

Dates of summer only housing are not available until spring, therefore actual rates; check in and out dates may be updated in the license materials at a later date. Please refer to the Summer Housing section located at the end of the Payment Information section for additional information.

XVII. Additional Conditions

This License Agreement is subject to the regulations contained in Title V of the California Administrative Code (California Code of Regulations), Sections 42000-42103. A copy of those regulations is available through University Housing Services during normal business hours, at local libraries or at https://govt.westlaw.com/calregs/search/index. Licensee agrees to comply with the Student Code of Conduct, the Housing Policies and Regulations within this License Agreement, and the Cal State LA Student Guide and any subsequent amendments. Neither this License Agreement nor the license provided herein shall be assigned or sublet.

Neither this License Agreement nor the license provided herein shall be transferred except as permitted in section 9.

It is understood and agreed by Licensee and University that no lease or any other interest in real property is created by this License Agreement.

Repair and/or construction projects may be necessary. Scheduled projects requiring entry into Licensee's room will result in University notifying Licensee. Emergency repair will not require notification. Licensee is responsible for safeguarding their belongings.

Cal State LA Housing and Residence Life values the academic success of all students. If the academic progress of a student is deemed to be in jeopardy, information related to student academic performance (including grades) may be released to appropriate professional staff.

XVIII. Maintenance of Premises

University shall provide Licensee with the furnishings in the condition noted in the Room Inventory Process.

The Licensee shall, always, clean and maintain the Premises in good order and repair.

The Licensee agrees not to disturb the Premises or its environment.

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.

Licensee agrees to give reasonable care to their living environment and its furnishings and to make payment for any damage or loss promptly upon demand by Cal State LA Housing and Residence Life.

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, and Occupancy Checks.

Licensee shall make no alteration to the housing facility including but not limited to putting holes in the wall, repainting, adding hooks, etc., without the permission of the University. Any structural addition or alteration is prohibited.

Licensee shall not possess any highly flammable material, firearms, ammunition, fireworks, knives, explosives, dangerous weapons or any other material or instrument which is prohibited by law, or in the opinion of University authorities, poses an unreasonable risk of damage or injury. Residents in possession of these items are subject to immediate eviction. The Department of Public Safety may also confiscate or hold for safekeeping items that are in violation of Cal State LA Housing and Residence Life policy.

Directives of the State of California concerning energy conservation will be enforced. Utilities (electricity, gas, air conditioning and water) may be limited upon directives or policies of the State of California, the CSU or Cal State LA.

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.

XIX. Abandonment or Termination by Licensee

Except as permitted in section 9 a and b, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due the University for so long as the University does not terminate Licensee's right to possession.

XX. Disposition of Property

Any property of Licensee remaining on the premises after abandonment, termination, eviction or termination of this License Agreement may be placed in storage 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 it 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. A reasonable storage fee will be charged before the return of property. Property may be claimed by Licensee or authorized agent upon payment of storage charge in full. Any property of the Licensee remaining in the housing facility may be removed and stored by the University at the expense and risk of the Licensee and will be disposed of pursuant to the laws of the State of California as outlined in Title 5, California Code of Regulations, Section 42375 (Care, Restitution, Sale or Destruction of Lost Property); and Section 42376 (Proceeds of Sale). Licensee releases the University from any liability for any damages or loss to property disposed of in the manner described above.

XXI. Destruction or Unavailability

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.

XXII. Notice of Vacating

Any Licensee who requests to vacate a housing facility shall give at least thirty (30) days written notice of intention to vacate and the reasons therefore. The University, using the standards established pursuant to Section 42017, may grant or deny the request to vacate.

XXIII. Vacating the Housing Facility

Licensee shall vacate the Cal State LA housing facility to which the Licensee is assigned on the expiration of the license period, or upon revocation of their license to use the facilities, or termination of this License Agreement, whichever occurs first. (See "Check in/ Checkout," under Policies and Regulations).

Any Licensee who does not vacate the housing facility as required by this section shall be evicted in the manner provided by the laws of the State of California and charged a daily rate through the length of stay. The University may charge any other applicable fees or charges. The matter shall be referred to the CSU Office of General Counsel for appropriate legal action.

Any property of the Licensee remaining in the housing facility may be removed and stored by the University at the expense and risk of the Licensee and will be disposed of pursuant to the laws of the State of California as outlined in Title 5, California Code of Regulation, Section 42375 (Care, Restitution, Sale or Destruction of Lost Property); and Section 42376 (Proceeds of Sale).

XXIV. Right of Entry

The University shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance, inspection,

management and enforcement of applicable rules and regulations, or for any other lawful purpose. Cal State LA Housing and Residence Life shall give residents reasonable notice of intent to enter including date, approximate time and purpose unless an emergency situation has occurred and/or concern of well-being or potential of harm is present, and entry is required immediately. In non-emergency situations, residents shall be notified 24 to 48 hours in advance. The University shall exercise this right reasonably and with respect for the Licensee's privacy and study needs.

XXV. Visitors and Guests

- A. A visitor or guest is defined as any person who is visiting a room or apartment where they do not live. This includes other Cal State LA students and residents of other campus residential halls or apartments.
 - 1. Residents are considered the hosts of their guests and, as such, must accompany their guests at all times while in Cal State LA Housing facilities.
 - 2. The exterior doors of all the residential halls are locked 24 hours a day. Visitors are only permitted to enter a building with the escort of the host. Entrance by any other means is not permitted. Uninvited guests are not welcome in the residence halls. Permitting uninvited guests into these areas is in violation of Cal State LA Housing security policies.
 - 3. Any problems created by a guest are the responsibility of the sponsoring resident. Residents are expected to inform their guests of all University Housing and Cal State LA University policies and will be held to the Student Code of Conduct and financially accountable for their guests' actions.
 - 4. Unescorted individuals found in Cal State LA Housing facilities will be escorted off Cal State LA Housing property and/or be cited by University Police for criminal trespass.
 - 5. Guests must abide by all Housing and Residence Life and University policies. Licensees are responsible for their guests' behavior and for any damage caused by their guests (Article 5, Section 42007 of Title 5, California Code of Regulations).
- B. Residents have the basic right to privacy in their assigned room. It is the responsibility of the Licensee who plans to have a guest to inform their housemates and/or roommates prior to the guest's arrival, and to gain approval from their housemates and the Office of Housing and Residence Life. Guests are not allowed in apartments or bedrooms between the hours of midnight–9 a.m. unless they are registered and approved in advance.
 - 1. All roommates must be consulted and agree to guest visitation. Although any guest can be denied permission to stay by a roommate, roommates should consider allowing reasonable accommodation to guests in promotion of a harmonious living environment.
 - 2. Residents who deny their roommates permission to have a guest should have specific reasons why the guest has been denied permission to visit. Guests may not sleep in building lounges or public areas. It is a violation to knowingly have a guest in the residential community who is not approved.
- C. Licensees shall secure approval from the Housing Office one week prior to permitting any guests to make overnight use of any housing facilities such as but

not limited to, sleeping or shower facilities, or other facilities generally made available only to licensees (Article 5, Section 42005 of Title 5, California Code of Regulations).

- 1. Failure by Licensee to secure approval for overnight guests shall be grounds for disciplinary action [Article 5, Section 42014 of Title five (5), California Code of Regulations] including being charged the daily rate for each day that a non-approved guest resides in Licensee's apartment. A Licensee may have no more than two approved guests. The length of stay for any guest cannot exceed three (3) consecutive nights in a month and no more than nine (9) nights total per semester.
- D. Guests who have their pets with them are restricted from entering apartments, rooms, and any residential buildings. Limitations: Each resident is allowed a maximum of two (2) Guests.
- E. For Housing Phase I and II, there shall be no more than eight (8) people, including licensees, allowed in a two-bedroom apartment/patio at any given time. No more than sixteen (16) people, including licensees, are allowed in a four (4) bedroom apartment/patio at any given time.
 - F. For GEA apartments there shall be no more than four (4) people including the licensees in the one and two-bedroom apartments and no more than six (6) people including the licensees in the suite style apartments.
 - G. For South Village, there shall be no more than four (4) people in one room at any given time.
 - H. Based on prior behavior, Cal State LA Housing and Residence Life may designate any guest as a non-approved guest and restrict them from being present in all or part of the residential community. University Police will also be notified when individuals are declared non-approved guests.
 - I. Cal State LA Housing student facilities (excluding Faculty and Staff apartments) are single-person housing units and do not provide family living or accommodations for children, partners, or spouses.
 - 1. For the comfort of roommates, younger children should not stay overnight in Cal State LA Housing facilities.
 - J. All specific guest regulations are to be determined and mutually agreed upon by the roommates within each room/ apartment. If consensus cannot be met independently, the Resident Advisor may create a written agreement with the roommates, which is binding and enforceable via our student conduct process.
 - K. Additional restrictions may apply during certain times of the year when heightened security is necessary to protect the Cal State LA Housing facilities and its residents, which can include citywide events or campus events that greatly affect the Cal State LA Housing facilities and surrounding area and events which create crowd control concerns. All residents are expected to comply with temporary policy additions during these times.
 - L. Roommate/guests concerns should be taken to your Residential Life Staff member as they can assist with many conflicts.

XXVI. Non Waiver/Waiver

The waiver of any breach of a term or condition of this License Agreement shall not constitute a waiver of any subsequent breach. The waiver by University of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance of rent hereunder by the University shall not be deemed to be waiver of any preceding breach by Licensee of any term, covenant, or condition of this License Agreement, other than the failure of Licensee to pay the particular rental so accepted, regardless of University's knowledge of such preceding breach at the time of acceptance of such rent.

XXVII. Hold Harmless

Licensee agrees to indemnify and hold the University harmless from any and all claims arising from Licensee's use or occupancy or other acts that are improper, illegal or a violation of the License Agreement.

XXVIII. Taxable Possessory Interest

It is the position of the University that this License 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 License Agreement.

XXIX. 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.

XXX. Megan's Law

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. Depending on an offender's criminal history, this information will include either 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.

XXXI. Insurance, Automobile

Licensee agrees to accept financial responsibility for any loss or damage to personal property or personal vehicle belonging to Licensee and their guests and invitees that may be parked on or near the Cal State LA campus, caused by theft, fire, vandalism or any other cause. Cal State LA Housing and Residence Life assumes no liability for any such loss. It is suggested that Licensee obtain and maintain throughout the term of the License Agreement a policy of automobile insurance from a recognized insurance firm,

covering Licensee's liability and personal property damage (if Licensee utilizes the Campus parking lots/structures). University Housing Services assumes no responsibility for damages to vehicles caused by leaks from pipes or from liquids seeping through floors or walls.

XXXII. Insurance, Renters

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 Licensee, so during the period covered by this License Agreement; University highly recommends that Licensee, at their expense, obtain and maintain throughout the term of the License Agreement a policy of insurance, such as a renter's policy, from a recognized insurance firm, covering Licensee's liability and personal property damage.

XXXIII. Campus Safety Act

The Cal State LA Department of Public Safety works hard to ensure that everyone in the Cal State LA community is aware of safety issues that may affect them. The Campus Safety Act, also known as the Jeanne Clery Act, requires universities to report annual crime statistics, provide timely warnings of serious crimes when there may be a threat to others, and to keep a public log of campus incidents. Cal State LA is in full compliance with this federal mandate, and our Safety and Security Reports are available to the entire campus community. For more on the Campus Safety Act, see the Cal State LA Department of Public Safety's website at Campus Safety Report LCal State LA

XXXIV. Emergency Contact Information

Licensee agrees to provide requested emergency contact information prior to move in date when completing the application on the Cal State LA Housing Application Portal.

XXXV. Missing Persons

Each student living in Cal State LA Housing is asked to identify a missing person contact and telephone number to be contacted in the event the student is determined to be missing. This person may be different from your other emergency contacts.

Students are advised that their contact information will be registered confidentially. This information will be accessible only to authorized campus officials and may not be disclosed except to law enforcement personnel in furtherance of a missing person investigation.

The Department of Public Safety will be notified in the event a student is determined to be missing. If the student is under 18 and not emancipated, a parent or guardian must be notified within 24 hours of the determination that the student is missing, in addition to notifying any additional contact person designated by the individual.

XXXVI. Eagle Alert

Licensee agrees to sign up for Eagle Alert, an alert and warning communication system designed for warning students, staff and faculty in the event of a natural disaster or other emergency on-campus.

Community members can add cell phones with text messaging, email accounts, land lines, and TTY/TDD devices on which to be alerted about emergencies.

XXXVII. 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.