



**2010-2011 HOUSING AND RESIDENTIAL EDUCATION
LICENSE AGREEMENT**

California State University Channel Islands affirms diversity and does not discriminate on the basis of a person's race, color, religious creed, national origin, ancestry, disability, medical condition, gender, sexual orientation, marital status, age or veteran status. It is the policy of the University to assign roommates on a non-discriminatory basis.

This License is entered into between the Trustees of the California State University, acting by and through California State University Channel Islands ("University" or "HRE") and the person named on this page of this form ("Licensee").

I have read and understand the following pages of the Student Housing License Agreement Terms and Conditions. I have also read and understand the fee structure and payment schedule. I understand that standards for Housing and Residential Education (HRE) and University conduct can be found on-line in the locations listed below. Please note that these on-line link addresses are subject to change. For the most current information, please visit www.csuci.edu.

- **CSU Standards for Student Conduct:**
http://www.csuci.edu/academics/catalog/2007-2008/12_policiesandregulations/15_studentconduct.htm
- **Housing and Residential Education ABC Manual:**
<http://www.csuci.edu/housing/ResidentHandbook.htm>
- **Title V, California Code of Regulations** (California Education Code governing CSU Student Housing – Title 5, Division 5, Chapter 1, Subchapter 5, Article 5: Housing, and Article 6: Meals):
<http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&SP=CCR-1000>

Please indicate your payment preference by checking the appropriate box below:

I will pay in 5 installments per semester (\$33 fee required. Refer to payment plan on page 5 of this license)¹

I will pay in full each semester (initial payment due June 8, 2010 and balance due in full on July 8, 2010.)

Please indicate your Meal Plan preference by checking the appropriate box below:

Standard meal plan (see pp. 3-4 of this license.)²

Enhanced meal plan (see pp. 3-4 of this license)

I agree to abide by all the terms and conditions in this nine page License Agreement, the CSU Standards for Student Conduct, the ABC Manual, and the California Code of Regulations as signified by my signature below.

Student Name _____ Student Signature _____

Student ID # _____ Date _____

Parent/Guardian signature (if under 18) _____

¹ – This is the default payment plan if a payment plan is not selected.

² – This is the default/minimum meal plan required if a meal plan is not selected.

Office Use Only: This Student Housing License Agreement is hereby accepted by the University:

Administrator's Signature _____ Date _____

1. Terms and Conditions

- 1.1 In consideration for the right to occupy an assigned bed space within the housing facility at the University, Licensee hereby agrees to make the appropriate payments to the University as outlined in Section 5 of this License. This includes the obligation of Licensee to purchase the minimum required meal plan for the facility to which they are assigned.
- 1.2 This License is subject to the regulations contained in Title 5 of the California Code of Regulations, Title 5, Division 5, Chapter 1, Subchapter 5, Article 5: Housing, and Article 6: Meals. A copy of those regulations is available on-line at the web address listed below and at the Housing and Residential Education office during normal business hours.
<http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&SP=CCR-1000>
- 1.3 Licensee agrees to comply with and abide by all terms and conditions of this License and all applications of University policies, regulations, and procedures; the University Catalog, the ABC Manual, the CI Student Guidebook, HRE Newsletters or communication from HRE, Student Code of Conduct, and all other University rules and regulations governing the conduct of students as amended from time to time. The University reserves the right to use California Code of Regulations, Title 5, Section 41301, and other applicable administrative or legal remedy to address violations of the terms and conditions contained in this License.
- 1.4 This License is contingent on the Licensee's enrollment in the University. Licensee must be enrolled in at least nine (9) units at CSU Channel Islands in order to reside in student housing. If the Licensee fails to enroll in a minimum of nine (9) units, or drops below the minimum unit requirement after the beginning of the fee period, the University may, at their option and sole discretion, revoke this License in accordance with the provisions in Section 9 of this agreement. University reserves the right to enforce this license for students enrolled in less than 9 units. University reserves the right to extend housing to students enrolled in Open University on a space available basis.
- 1.5 This License may be enforced, at the option of the University, upon University's receipt of the signed License Agreement from the student. Licensee is responsible for ensuring that the License is received and accepted by the University. The University may send an electronic or written communication to Licensee to verify receipt and acceptance of the License. Housing accommodations cannot be confirmed until Licensee submits a signed License Agreement.
- 1.6 Housing accommodations are offered on a first-come, first-served basis; priority is given to students who return a signed License Agreement and required License fee payments. License Agreements received after full occupancy has been achieved will be held on a waiting list for future placement or assigned to double accommodations (Anacapa Village) or triple accommodations (Santa Cruz Village).
- 1.7 This License shall not be transferred, assigned or sublet.
- 1.8 It is understood and agreed by Licensee and University that no lease or any other interest in real property is created by this License. This license is only for the use of a bed space as assigned to the student for the 2010-11 academic year. The University reserves the right to reassign this bed space as needed.
- 1.9 University assumes no responsibility for any property of Licensee which is stolen from, damaged, or destroyed in the housing facility at any time, including periods when Licensee is not in occupancy or after the term of this License has expired. Licensee is responsible for the security of his or her personal property. Licensees are encouraged to obtain renters insurance to protect their personal property.
- 1.10 Licensee must comply with the University's immunization policies for measles, rubella, meningococcal disease and hepatitis B as outlined in the University Catalog and Island View Orientation materials. Licensee must submit his or her immunization record to the University Student Health and Counseling Center in accordance with these requirements and provide proof of immunization upon request by Housing and Residential Education.
- 1.11 Licensee understands there may be ambient noise and/or inconvenience associated with construction projects located near the housing buildings which may negatively impact the Licensee's living environment.
- 1.12 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.

2. Occupancy

- 2.1 University hereby grants Licensee permission to occupy a bed space within the housing facilities as a Licensee for the term beginning Friday, August 27, 2010 and ending no later than 24 hours after the Licensee's last spring final or at 7 p.m. on Friday, May 20, 2011, whichever comes first, unless otherwise terminated under the provisions of this License. This bed space may be reassigned at any time at the sole discretion or need of the university. University agrees not to exercise this right unreasonably.
- 2.2 Housing fees do not cover periods when the University is not in session and Licensees shall vacate the housing facilities during such periods. Requests to stay during these periods may be considered. Stays during break periods are subject to an additional fee charged on a pro-rata basis.
- 2.3 The University is not in session during Winter Break and Spring Break.
- | | | | |
|-------|------------------|------------|---|
| 2.3.1 | Winter Break... | Check Out: | No later than 7 p.m. on Friday, December 17, 2010 |
| | | Check In: | No earlier than 12 p.m. on Friday, January 21, 2011 |
| 2.3.2 | Spring Break ... | Check Out: | No later than 7 p.m. on Friday, March 18, 2011 |
| | | Check In: | No earlier than 12 p.m. on Friday, March 25, 2011 |
- 2.4 Licensee understands that signing this License obligates Licensee to reside in the residence halls for the entire period for which they have applied or balance thereof.
- 2.5 Specific assignment of a bed space shall be made by the University at the time of occupancy. The University shall make a good faith effort to supply the Licensee with the room type requested. The Licensee is responsible to pay license fees associated with the room type to which they are assigned by the University. Students assigned to room types other than Anacapa Single and Santa Cruz Double will receive appropriate surcharges and/or account credits after the start of the semester.
- 2.6 The University reserves the right to change room assignments, assign a new Licensee, or reassign a current Licensee to any unoccupied bed space at any time, and/or consolidate vacancies in the interest of health, discipline, occupancy, or for the general welfare of the Licensee.
- 2.7 The University shall generally assign all freshmen and sophomores to space in Santa Cruz Village and all other students to Anacapa Village. The University reserves the right to adjust the assignment protocol based on conduct, administrative need, and space availability.
- 2.8 Failure of Licensee to occupy his/her assigned bed space prior to 10:00 p.m. on the second day of classes each semester may result in cancellation of the License Agreement and Licensee shall be subject to the payment of penalties, in accordance with Section 7.3 of this License Agreement.
- 2.9 Priority for housing will be given to CI students. The University reserves the right to house others on a space available basis provided that such occupancy does not create unreasonable disturbance to the residential community.
- 2.10 The University has full authority to make assignments of space, including assignment to temporary space or the assignment to expanded housing.
- 2.11 Licensee shall vacate the housing facility on the expiration of the License period, including university break periods and/or upon revocation of this License Agreement, whichever occurs first.

3. Board

- 3.1 Licensee agrees to purchase required board plan. The Village assignment determines the minimum required board plan. Licensees assigned to Anacapa Village must purchase an Anacapa Flex 60 Plan or an Anacapa Flex 74 Plan. Licensees assigned to Santa Cruz Village must purchase a Santa Cruz Flex 160 or Santa Cruz Flex 192 Plan.
- 3.2 University agrees to provide meal plans to licensee, and licensee agrees to abide by meal plan terms as described in this License:
- 3.2.1 Anacapa Flex 60 Plan (Standard Plan): Licensee is credited 60 meals each semester in Islands Café, an all-you-can eat dining program. This plan also provides \$125 Flex Cash each semester to use at participating campus eateries on a declining balance basis.
- 3.2.2 Anacapa Flex 75 Plan (Enhanced Plan): Licensee is credited 75 meals each semester in Islands Café, an all-you-can eat dining program. This plan also provides \$125 Flex Cash each semester to use at participating campus eateries on a declining balance basis.

- 3.2.3 Santa Cruz Flex 160 Meal Plan (Standard Plan): Licensee is credited 160 meals each semester in Islands Café, an all-you-can-eat dining program. This plan also provides \$250 Flex Cash each semester to use at participating campus eateries on a declining balance basis.
- 3.2.4 Santa Cruz Flex 192 Meal Plan (Enhanced Plan): Licensee is credited 192 meals each semester in Islands Café, an all-you-can-eat dining program. This plan also provides \$250 Flex Cash each semester to use at participating campus eateries on a declining balance basis.

- 3.3 All resident meal plans are tracked via the Dolphin Card (university student identification card). Licensee agrees to obtain a Dolphin Card and carry it on their person at all times for identification and to access their meal plan.
- 3.4 Licensees who choose the enhanced meal plan may elect to convert to the basic meal plan on or before September 10, 2010 for fall semester, or February 4, 2011 for spring semester. At any time students may upgrade from the basic plan to the enhanced meal plan.
- 3.5 Islands Café is an all-you-can-eat dining facility. A meal credit will be deducted from Licensee's account each time Licensee enters this facility. Licensee agrees to take food for their own personal consumption only while dining in Islands Café. Only food provided in "To-Go" containers may be taken from Islands Café.
- 3.6 Meals at Islands Café and Flex Dollars are non-transferable and are for the personal use of Licensee only. Licensee may not use meal credits or Flex Dollars to purchase food for others.
- 3.7 Meal credits at Islands Café expire at the end of each semester and may not be carried over to a future semester. Flex Dollars will be carried over from fall 2010 semester to Spring 2011 semester, but expire on May 20, 2011.
- 3.8 Unused meals or Flex Dollars are non-refundable. Licensee is strongly encouraged to maximize the use of the meal plan benefits to obtain the full value of the plan.

3. Enhancement of Educational Experience

- 4.1 The University shall maintain a professional staff to work with residents to develop a community concept within the housing facility to enhance Licensee's educational experience at the University. The University shall establish guidelines for facilitating resident input into the governance of the housing facility. The facility shall be operated to enhance the educational, social, and recreational opportunities available to all residents.
- 4.2 Licensee agrees to recognize the importance of maintaining the housing facility as an environment conducive for fellow residents to study, live and sleep. Licensee agrees to not disturb this environment.

5. Fees

- 5.1 Licensee agrees to pay fees for room and board for the 2010-2011 academic year in accordance with the provisions of Section 5.8 of this License. **After July 28, 2010, fees are non-refundable.**
- 5.2 The University shall apply all payments made by Licensee to the University for registration or payment of outstanding debts to the University *before* applying them to the Licensee's housing obligation. No physical invoice will be issued to the Licensee. The Licensee shall monitor his/her University account balance through the use of **myCI**.
- 5.3 Late Payment Provision. The University shall assess a late payment fee of \$25 if a Licensee has not made a housing payment by the stated due date in this License or on **myCI**.
- 5.4 Licensee is obligated to pay fees associated with the actual accommodations provided. Adjustments to billing will occur after the beginning of the fee period in the event that the actual accommodations are different from those originally billed.
- 5.5 The University shall not adjust fees for any Licensee who signs the license agreement after the start of the fee period. The University shall adjust fees only for Licensees who sign the License Agreement two (2) or more weeks after the commencement of the semester.
- 5.6 Licensee shall receive both room and board as a package. Students may select an enhanced board plan by so indicating on the signature page of this license. Students who do not indicate a board preference will be assigned to the Standard Board Plan for the Village where they are assigned. Exemptions are considered for dietary and religious reasons where University is unable to meet the needs of the Licensee. Applications for Exemption are available in the HRE Office. Applications for exemption for the fall semester must be received by July 1, 2010. All applications for exemption in the spring semester must be submitted by December 1, 2010.

5.7 Housing Costs for 2010-2011 Academic Year:

Village	Bedroom	Room Rate	Board Rate	Total Fees 2010-11	Enhanced Board Rate (optional)	Total Fees 2010-11 with Enhanced Board
Anacapa	Single	\$9,800	\$1,200	\$11,000	\$1,450 ³	\$11,250 ³
Santa Cruz	Double ¹	\$8,180	\$3,100	\$11,280	\$3,600 ³	\$11,780 ³
	Single Double ²	\$8,590	\$3,100	\$11,690	\$3,600 ³	\$12,190 ³
	Single ¹	\$9,040	\$3,100	\$12,140	\$3,600 ³	\$12,640 ³

¹ Please note: Single occupancy bedrooms in Santa Cruz Village are limited. All freshmen should anticipate a double occupancy accommodation.

² A "Single-Double" is a one-bedroom suite shared by two students.

³ Enhanced board rate provides more meals per semester in Islands Café. The additional cost for these enhanced plans are:

Anacapa Flex 150 Plan: \$250 per year, billed at \$125 per semester

Santa Cruz Flex 192 Plan: \$500 per year, billed at \$250 per semester

5.8 Payment options and deadlines for 2010-2011:

A) Payment in full:

Payment Due Dates	Anacapa Apts.		Santa Cruz Suites	
	Single	Double	Single-Double	Single
June 8, 2010	All Room Types: \$1,300			
July 8, 2010 Standard Board	\$4,200	\$4,340	\$4,545	\$4,770
July 8, 2010 Enhanced Board	\$4,325	\$4,590	\$4,795	\$5,020
December 8, 2010	All Room Types: \$1,300			
January 8, 2011 Standard Board	\$4,200	\$4,340	\$4,545	\$4,770
January 8, 2011 Enhanced Board	\$4,325	\$4,590	\$4,795	\$5,020

B) Installment Payment Plan (IPP)

There is a \$33, non-refundable processing fee to use the payment plan. The fee is calculated in the amounts below. If the licensee does not declare a payment preference on their signed license agreement, the University will assume Licensee is using this payment option and automatically apply the \$33 IPP fee to the account. **Separate billing notices will NOT be sent. It is the Licensee's responsibility to pay by these deadlines. If Licensee is late on any installment payment, a \$25 late fee will be incurred for each late payment and Licensee may not be permitted to use this payment option in future terms.** Licensee is not permitted to use the IPP if there is a history of late payments (two late payments or more while using the IPP in the past). If the Licensee does not qualify for the IPP, the Licensee will be billed for the difference which is due by August 8, 2010. It is the responsibility of the Licensee to check their *myCI* account to remain up-to-date on account status.

Payment Due Dates	Anacapa Apts.		Santa Cruz Suites	
	Single	Double	Single-Double	Single
June 8, 2010	All Room Types: \$1,300			
July 8, 2010	All Room Types: \$1,100			
August 8, 2010	All Room Types: \$1,100			
September 8, 2010	All Room Types: \$1,100			
October 8, 2010 – Standard Board	\$933	\$1,073	\$1,278	\$1,503
October 8, 2010 - Enhanced Board	\$1,058	\$1,323	\$1,528	\$1,753
December 8, 2010	All Room Types: \$1,300			
January 8, 2011	All Room Types: \$1,100			
February 8, 2011	All Room Types: \$1,100			
March 8, 2011	All Room Types: \$1,100			
April 8, 2011 – Standard Board	\$933	\$1,073	\$1,278	\$1,503
April 8, 2011-Enhanced Board	\$1,058	\$1,323	\$1,528	\$1,753

- 5.9** Financial Aid deferral may be offered to Licensee under the following conditions:
- 5.9.1 Licensee must have accepted a financial aid award of \$16, 625 or more. This amount may be higher if Licensee is not assigned to a Santa Cruz Village double room with a standard board plan.
 - 5.9.2 Licensee must request a deferral and have it approved by HRE *prior* to the payment deadline. Please call 805-437-2733 or email student.housing@csuci.edu for details.
 - 5.9.3 In order for your housing fee deferral to be authorized, all Financial Aid information must be complete. Any changes to the student's financial aid package must be communicated immediately with the HRE office.

6. Maintenance of Premises

- 6.1** The University shall provide Licensee with furnishings and Licensee will be required to maintain them in the condition noted by Licensee on the Room Inventory Form upon check-in. Licensee agrees to give reasonable care to his/her living unit and its furnishings and to make payment for any damage, necessary cleaning, repair or loss promptly upon demand by the University. In the event Licensee fails to maintain the living unit in good order and repair, Licensee shall pay the University the reasonable costs incurred in returning the living unit to its condition upon move-in.
- 6.2** Licensee shall make no alteration to the housing facility without the permission of the University. Any structural addition or alteration is prohibited without written permission of the University.
- 6.3** Licensee shall not possess any gun, firearm, ammunition, fireworks, explosives, highly flammable material, dangerous weapons or any other material or instrument which, in the opinion of the University, poses an unreasonable risk of damage or injury.
- 6.4** Licensee agrees to the proper use of security and fire safety equipment, and to following established security and safety procedures provided by the University.
- 6.5** Licensee agrees to obey the directives of the State of California concerning energy conservation; as a result of such directive, air conditioning is not provided and utilities may be limited. Use and/or installation of portable air conditioning units is strictly prohibited. Licensees assigned to Anacapa Village are provided with a kitchen refrigerator; additional refrigerators are not permitted. Santa Cruz Village suites are not equipped with refrigerators and licensees are limited to one refrigerator per suite not to exceed 4.6 cubic feet.
- 6.6** Care of the Room, Equipment, Inspection. The Licensee shall maintain the room/apartment in a neat and orderly fashion at all times and shall correct any damages called to their attention by University representatives. Health and Safety Checks of the facilities will be made on a regular basis by University staff.
- 6.7** Upon move-out the Licensee must return the assigned space to the condition in which it was delivered to the Licensee upon move-in. Failure to do so shall result in Licensee being charged an improper check out fee in addition to cleaning and/or maintenance charges.
- 6.8** Licensee agrees to use the rooms and furnishings provided therein in the manner for which they are intended. Licensee may not move University property including room and common area furnishings within the buildings or remove said items from the room or apartment without written authorization from the housing staff.

7. Cancellation Prior to Occupancy

- 7.1** Licensee agrees to pay for the full amount of fees for the period except as follows: a student may cancel this agreement for any reason by providing such notice in writing to the HRE office no later than July 28, 2010. For new residents beginning in the spring 2011 semester, notification of cancellation must be received by December 22, 2010.
- 7.2** Cancellation requests made less than 30 days prior to occupancy (after July 28, 2010 or December 22, 2010 for spring 2011 Licensees only) must be approved by the University before agreement is terminated.
- 7.2.1 Any Licensee who requests to vacate the housing facility shall give at least thirty (30) days written notice of cancellation to vacate or cancel the License Agreement and the reason thereof.
 - 7.2.2 The University *may*, in its sole discretion, grant or deny a request for cancellation submitted pursuant to subsection (7.2.1). The determination will be based on the following standards, with appropriate verification: 1) End of Student Status, 2) Marriage, or 3) Extreme Hardship
- 7.3** Licensee will be considered a "no show" if they have not occupied the assigned space by 10:00 p.m. on the second day of class. Loss of all previous payments and enforcement of the full financial terms of this license may result.

8. Cancellation of License After Occupancy

- 8.1** Any Licensee who requests to cancel this License after occupancy of the facility shall give the University at least thirty (30) days written notice of intention to cancel and the reason therefore. The University, in its sole discretion, may grant or deny requests to cancel and may consider the following factors, with appropriate verification: (1) End of Licensee's student status; (2) Marriage; and/or (3) Extreme hardship.
- 8.1.1 For Licensees who withdraw from the University, the University's approval of the request to cancel this License will result in an assessment of a thirty (30) day charge starting from the date Licensee requests the cancellation or vacates the facility, whichever occurs later.
- 8.1.2 For Licensees who remain enrolled at the University, the University's approval of the request to cancel this License will result in an assessment of a thirty (30) day charge starting from the date Licensee requests the cancellation or vacates the facility, whichever occurs later. If the University denies Licensee's request to cancel this License, Licensee will be assessed for charges for the full License period plus nonrefundable fees. In either case, charges will be prorated if a replacement Licensee acceptable to the University is found.
- 8.1.3 Replacements of License shall be processed after all vacancies have been filled and then on a first-come, first-served basis. Replacements due to termination will be processed after all vacancies and approved cancellations.
- 8.2** Cancellation of this License, eviction of Licensee, or abandonment of the License by Licensee shall not release Licensee from the obligation to pay any charges payable under this License.
- 8.3** If Licensee vacates before the last day of the License period, the Licensee will remain responsible for full payment for the entire License period.

9. Revocation of License

- 9.1.** The University may revoke this License and assess Licensee for fees for the full License period plus nonrefundable fees upon the occurrence of any of the following:
- A) Misconduct listed in Section 41301, Title 5, California Code of Regulations.
 - B) Licensee's breach of any term or condition of this License, including failure to pay fees.
 - C) Licensee's abandonment of the premises or failure to check in by 10:00 p.m. of the second day of classes in the first term of the License.
- 9.2.** The University may revoke this License and assess the Licensee an amount equal to pro rata charges for each day beyond the commencement of the License period for any of the following reasons:
- A) Administrative necessity of the University. Administrative necessity exists when any condition, not reasonably foreseen at the time of signing by the University, occurs that prevents the University from making an assigned space available to Licensee. Such conditions include, but are not limited to, unfinished construction of new facilities, damage caused by natural disaster or vandalism or a drop in the usual rate of cancellation resulting in over-booking of the facility; or
 - B) Licensee's academic dismissal from the University; or
 - C) Licensee's failure to maintain minimum student enrollment requirements as stated in section 3.8.
- 9.3.** The University shall provide Licensee not less than three (3) days written notice in the event of an occurrence described in subsection 9.1 A and not less than fourteen (14) days written notice in event of an occurrence in subsection 9.2, except in cases of emergency. No notice shall be required in the event of an occurrence described in 9.1C.

- 10. Abandonment by Licensee:** Except as permitted in Sections 7 and 8, abandonment of the premises by Licensee shall not release Licensee from paying any obligation due to the University for so long as the University does not terminate Licensee's right to possession. In the event of abandonment, Licensee shall have the right to be released from this License if a suitable replacement is found, pursuant to campus regulations and with consent of the University and consent shall not unreasonably be withheld. Only the HRE office may determine the suitability of a replacement.

- 11. Destruction or Unavailability:** In the event that a bed space is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this License Agreement is enacted (but not as a result of conditions caused by Licensee), Licensee shall be entitled to a pro rata refund of any fees applicable to periods after Licensee was required to vacate. Such conditions include, but are not limited to, damage caused by floods, slides, fire, earthquake, other natural disasters; vandalism; civil disorder; compliance with state or federal law; interruption of basic services because of labor strife; or a drop in the rate of cancellations not reasonably foreseen by University, if such a drop results in an overbooking of available housing facilities.
- 12. Refunds:** University shall authorize refunds only as provided in Title 5 of the California Code of Regulations or this License. (Title V – the California Education Code governing CSU Student Housing – Title 5, Division 5, Chapter 1, Subchapter 5, Article 5: Housing, and Article 6: Meals):
<http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&SP=CCR-1000>
- 13. Vacating the Housing Facility:** Licensee shall vacate the housing facility at the expiration of the License period or upon revocation of this License, whichever occurs first. Licensee agrees to and shall vacate the room or space assigned within 12 hours of their last final exam of the Spring 2011 semester unless the exam is on the last day of scheduled exams, in which case, Licensee shall vacate by 7:00 p.m. of that day. Residents withdrawing from the University prior to the end of the academic year shall vacate their rooms within 12 hours after such withdrawal. All rooms will be inspected as prescribed by the check out procedure for damages and cleanliness. Failure to abide by proper check out procedures will result in Licensee being assessed charges for improper check-out.
- 14. Default of Licensee:** Failure of Licensee to satisfy the financial obligations of this License may result in one or more of the following:
- 14.1** Assessment of late fee(s) as stated in the fee schedule.
 - 14.2** Suspension of meal service without compensation for missed meals.
 - 14.3** Revocation of the License.
 - 14.4** Eviction.
 - 14.5** Withholding of University services pursuant to Section 42380, et seq., of Title 5, California Code of Regulations. This includes:
 - A) Withholding official transcripts.
 - B) Denial of registration.
 - 14.6** Offset of paychecks, loans, grants, scholarships or any refunds payable through the University, or tax refunds through the Franchise Tax Board.
 - 14.7** Notification of default to credit bureau organizations.
 - 14.8** Payment of collection costs incurred by the University, its agents, contractors, and assigns in the collection of the delinquent obligation.
 - 14.9** Legal action to collect unpaid obligations.
 - 14.10** By signing the License, Licensee consents to the release of information from student educational records to non-University third parties such as credit bureaus, credit gathering organizations, skip tracers, billing agencies, collection agencies, legal counsel, parents, and employees, who may, in the judgment of the University, be necessary or helpful in the collection of delinquent obligations arising out of the Agreement.
- 15. Right of Entry:** The University shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purposes. The University shall exercise these rights reasonably and with respect for Licensee's right to be free from unreasonable searches and intrusions into study or privacy. During break periods repairs and/or construction projects may be necessary. Projects requiring entry into Licensee's room will result in the University notifying Licensee in advance, whenever possible. Licensee will be responsible for safeguarding his/her belongings. Health and Safety Checks of the facilities will be made on a regular basis by University staff.

16. Insurance:

16.1 The University has no insurance to cover personal or property damage sustained by Licensee. **Therefore, the University highly recommends that Licensee obtain insurance, such as a renter's policy.**

16.2 The University does not maintain individual or group health and accident insurance. **The University highly recommends that Licensee obtain health and accident insurance.**

17. Visitors and Guests: Licensee shall permit no visitors or guests to enter University housing facilities except as permitted in Policies and Regulations, ABC Manual and Community Guidelines of this License. Licensee agrees to follow the guest policy as outlined in the ABC Manual. Licensee further understands that a fee may be charged for unapproved overnight guests and guests who stay beyond the allowable number of approved nights.

18. Non Waiver: The waiver of any breach of a term or condition of this License shall not constitute a waiver of any subsequent breach.

19. Taxable Possessory Interest: It is the position of the University that this License 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 this License.

20. Abandoned Property: Licensee agrees that any of Licensee's personal effects, valuables or other property left in the room or apartment after expiration of the License period and not reclaimed within 10 business days after the end of the license period, shall be deemed abandoned property and the University may retain or dispose of it through sales, donation, or in such other manner as the University determines in its sole discretion. Licensee shall not store articles and belongings in the University housing facilities during the summer.

21. Internet Access: As a condition of obtaining and using Internet access, the Licensee agrees to adhere to the University's Responsible Use policy. Violation of this policy will result in the revocation of the Licensee's Internet access and HRE and University sanctions. Licensee agrees to follow all precautionary guidelines for appropriate use and computer maintenance as set forth by the Information Technology Department prior to gaining Internet access. Such precautions include a prohibition of the use of wireless internet routers and cordless telephones.

22. Alcohol and Other Drug Education: Licensee must complete all HRE and University alcohol education requirements prior to move-in.