LICENSE AGREEMENT – Academic Year 2016-2017

This License Agreement (contract) is entered into between the Trustees of the California State University by California State University, Sacramento, hereafter referred to as “University,” and the housing applicant, hereafter referred to as “Licensee” for the 2016-2017 Academic Year.

I. Community Living and Student Responsibility

A. The on-campus living experience entails both the freedom and the responsibilities associated with community living. With this in mind, we ask residents to recognize the important part they play in maintaining a healthy community environment that is conducive for fellow residents to study, learn, live, and sleep.

B. The community at California State University, Sacramento is made up of faculty, staff and students that come to us from all walks of life. In such a community setting, differences are appreciated and embraced, and bigotry and denigration of individuals will not be tolerated.

C. The Housing and Residential Life Office will communicate primarily through the residents’ Sacramento State email accounts (SacLink). In addition, some communications may be sent to the resident’s on-campus housing mailbox or posted in his or her building. Residents are responsible for checking these venues for Housing communications on a regular basis, and are responsible for being aware of the information and following instructions they receive through these messages.

D. Detailed Housing policies can be found in the Guide to Residential Life, which is posted on the Housing and Residential Life website. Licensee is responsible for abiding by all Housing and Residential Life policies as well as any later addendums.

E. Sacramento State is a 100% smoke and tobacco-free campus prohibiting smoking and tobacco use on all campus property including all indoor and outdoor areas.

II. Occupancy

A. Occupancy Of Bed Space

1. The Housing and Dining Commons License Agreement is in effect for the entire academic year. Residents living on-campus are obligated to this agreement for this time period unless a resident’s contract is approved for cancellation as stated in the License Agreement Terms and Conditions.

2. Upon confirmation of bed space, the University hereby grants to the Licensee (resident), permission to occupy a bed space within the housing facility for the fee period, unless sooner terminated under the provisions of this License Agreement.

3. The University shall finalize the specific room/space assignment, which may be reassigned during the license period. University reserves the right to change space assignments and/or consolidate room assignments to address space vacancies.

4. Licensee shall vacate the housing facility during designated break closure, on the expiration of the license period, or upon revocation of this License Agreement. Residents who withdraw from the University or have their license revoked should vacate the residence halls within three calendar days unless special permission is granted for a longer stay.
B. Fee Periods
   Academic Calendar

   Fall Semester
   Friday, August 26, 2016, 8 a.m. through Friday, December 16, 2016, 8 p.m.

   Spring Semester
   Friday, January 20, 2017, 8 a.m. through Friday, May 19, 2017, 8 p.m.

   Winter Intersession Option 1 (available)
   January 2, 2017 through Friday, January 20, 2017
   American River Courtyard and Sierra Hall

   Winter Intersession Option 2 (tentative)
   December 16, 2016 through Friday, January 20, 2017
   American River Courtyard and Sierra Hall

C. Unclaimed Space

   Licensee must “check-in” with housing staff during designated move-in times. Failure to check-in and claim
   assigned housing space or to make alternative arrangements for late move in by 5p.m. Friday of the first week
   of instruction may result in cancellation of the License Agreement. Resident will be assessed cancellation
   charges in accordance with cancellation policy outlined in License Terms and Conditions.

D. Use of Premises

   Licensee agrees that assigned space is licensed for residential use only. Licensee shall not use the space as a
   business address nor conduct business activities on the premises. Conducting business activities includes (but
   is not limited to) using the living unit address as a mailing address for business related activities, or hosting
   business-related functions and/or websites. Licensee additionally agrees not to permit the living unit to be used
   for illegal purposes or to engage in illegal acts within the living unit or upon the grounds of the residential
   community. Licensee may not sub-lease space to another individual.

E. Winter Intersession Closure

   1. All residence hall buildings will be closed December 16, 2016 to January 2, 2017 due to campus-wide
      closure. No residents are allowed to stay on campus during this period unless Winter Intersession Option 2
      is available - Determined by November.

   2. Sierra Hall and American River Courtyard are the only buildings designated to remain open for residents
      during the Winter Intersession option 1, and if available Winter Intersession option 2. Residents who wish to
      stay on campus during this period should select Sierra Hall and/or American River Courtyard as their
      building preference(s). Please note that assignment to space in these buildings is not guaranteed.
      Residents who wish to stay on campus during this closure period must submit a Break Housing Request
      during the break housing sign up period and will be required to pay additional rental fees. Rental fees are
      based on length of stay.

   3. No meals are available through the Dining Commons during break closure.

   4. Licensee may leave personal belongings in his or her room during closure period; however, he or she will
      not have access to the room during the closure period. Housing and Residential Life encourages residents
      to take their valuable items with them during the break.
F. Spring Break Housing

Friday, March 17, 2017 to Sunday, March 26, 2017

The Residence Halls will be open and available for residents to stay during the Spring Break period at no additional cost. Note: Many customary services will be limited or not available during this break, which including, dining, front desk and mail services.

G. Room and Hall Assignment and Changes
   1. The University shall assign each Licensee a bed space in a particular room.
   2. Where possible, the University will accommodate the Licensee's request.
   3. Room and hall changes may only occur as directed by the Housing and Residential Life staff, or as requested by a Licensee and approved by the Housing and Residential Life staff.
   4. Failure to move to a new room as directed by staff, or failure to accommodate a room for a new roommate, are violations of the License Agreement.
   5. Specific assignment to a space in a residence hall shall be made by the University by the end of July, and may be changed from time to time based on the needs of the Licensee and/or Housing and Residential Life.
   6. Licensee shall consolidate (move or have someone move into their room) when directed based on their room having an open bed space.
   7. Licensee may have the option to “buy out” the open bed space turning the room into a single room depending on space and departmental needs.

H. Checking In and Out
   1. When checking into the residence hall, Licensee must fill out and sign a Room Condition Checklist upon inspection of the room. This must be turned back in within 48 hours of occupancy.
   2. When checking out of the housing facility, Licensee must return the room to the original configuration and condition; turn in all keys, fobs, and bunking pins; and remove all personal property. It is the Licensee's responsibility to follow proper University check-out procedures (Licensee should check with their residence hall front desk for proper check-out procedures); failure to do so may result in improper check-out charges. Licensee's meal plan will become invalid upon termination of License Agreement.

III. Agreement of Fees

A. Exact balance due will be determined by final room type assignment and meal plan choice. See published payment plan to determine costs for each room type and meal plan option.

B. Payment Schedule

   1. All payments must be receipted to Licensee’s account on or before published deadlines. Late fees will be assessed on late payments regardless of postmark date.

   2. If any financial aid/scholarship is awarded and there are funds remaining after tuition fees are paid, these funds are applied toward other University debts on the resident's account such as housing installment payments. Licensee agrees to review account balance information regularly through his or her MySacState Account and make payment on or before published due dates.

C. Payment Deferments (based on accepted financial aid/scholarship award)

   1. A Housing Payment Deferment will allow the specific installment payment to be delayed based on approved financial aid funds that are scheduled to be disbursed to the resident’s account. Please note that a housing payment deferment will not decrease the amount owed for room and board.
2. A Licensee who is awarded a qualifying financial aid/scholarship award package may apply for a Housing Payment Deferment through the Housing Office. Approval for a deferment will be based on total accepted award (not counting Federal Work Study). PLUS loans or VA benefits can only be counted if fully approved and documented.

3. The accepted Financial Aid award amount must be enough to cover the cost of University tuition fees and amount of room and board fees which are due.

4. Revisions or adjustments to the financial aid award package after approval for payment deferment may cause a shortage in covering total fees. The Licensee is responsible for paying any shortages that may occur each semester.

5. If resident receives a Financial Aid disbursement prior to room and board charges being posted or paid, they must utilize these or personal funds to pay for outstanding housing debts.

IV. Cancellation of License Agreement

A. Cancellation Prior to Paying Housing Application Installment

Students who apply for on-campus housing are required to pay an application installment. A student may cancel his or her application before this payment is submitted; in this case, no cancellation fee will apply. A cancellation request must be submitted through the on-line application or by submitting a completed Cancellation Request form to the Housing and Residential Life Office prior to payment.

B. Cancellation Prior to Published Cancellation Deadline (June 24, 2016)

The Licensee may cancel their Housing and Dining Commons License Agreement online through the application website or by submitting a cancellation request form to the Housing and Residential Life Office by published Cancellation Deadlines. The Licensee’s cancellation fee is $250 ($175 to the University for the rent portion of the contract, and $75 to University Enterprises, Inc. for the meal plan[Board] portion of the contract.)

Cancellation Deadlines:

<table>
<thead>
<tr>
<th>Agreement Type</th>
<th>Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Year License Agreement</td>
<td>June 24, 2016</td>
</tr>
<tr>
<td>Spring Only License Agreement</td>
<td>December 15, 2016</td>
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</tbody>
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C. Cancellation After Published Cancellation Deadline

1. The License Agreement is a legal and binding contract between the Licensee and the University for the full fee period stated. Any Licensee who wishes to terminate the License Agreement shall submit the Request to Cancel Housing License Agreement form which should be submitted with at least thirty (30) days' written notice. The reason for cancellation is limited to the cancellation standards noted in this agreement. Cancellation requests must include appropriate explanation and documentation. The University may grant or deny the written request.

2. A request to cancel a housing license after the published deadline must be based on the cancellation standards listed below. The Licensee must also attach a detailed statement of compelling reasons for cancellation request along with appropriate supporting documentation.
Cancellation Standards

- End of student status at Sacramento State
- Marriage (Copy of marriage certificate required)
- Military Service (Copy of military orders should be attached)
- Unexpected Hardship - Unexpected situation which has occurred since signing license agreement. Approval is at discretion of Housing and Residential Life. Examples of unexpected hardships which may be considered include significant loss of family income, loss of family home, serious illness, or death of family member.

3. Approved Cancellation: If the request for cancellation is granted by the University, the financial obligation to the Licensee may include:
   - Cancellation fee of $250
   - Prorated rent charges for dates of occupancy (including the thirty (30) day notice period if applicable).
     Rental fees are determined by a daily prorated rate.
   - Prorated meal plan charges based on date of approved move out and/or meal plan usage.

Licensee is responsible for arranging and completing all necessary check-out procedures with appropriate Housing and Residential Life staff.

4. Denied Cancellation: If the request for cancellation is denied, the Licensee is responsible for paying all fees outlined in the License Agreement. Abandonment of the premises is not a release of financial obligation to the Licensee. (Refer to “Treatment of Indebtedness” section of this Agreement.)

V. Revocation of License Agreement

A. The University may revoke this License Agreement upon the following conditions:
   1. In the event of misconduct listed in the subsection 41301, Title 5, California Code of Regulations.
   2. Failure of Licensee to maintain status as a student at the University. Residents must be enrolled in six (6) or more units to be eligible to live on campus.
   3. Licensee’s breach of any term or condition of this License Agreement, appendices, or Guide to Residential Life, including failure to pay required fees.
   4. In the event of University administrative necessity for license revocation (i.e. in rare cases of destruction or unavailability).

In the event of an occurrence described in subsections (1), (2), or (3), the University shall give Licensees not less than three (3) days’ written notice; in the event of an occurrence described in subsection (4) the University shall grant licensees not less than fourteen (14) day notice except in cases of emergency.

VI. Abandonment or Termination by Licensee

A. Except as permitted in Section IV or V, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due the University, so long as the University does not terminate Licensee’s right to an assigned bed space.

B. In the event of termination or abandonment, Licensee shall have the right to be released from this agreement if a suitable replacement is found, pursuant to campus regulations and with consent of University, whose consent shall not unreasonably be withheld.
VII. Construction and Renovation

A. Construction on the Sacramento State campus in the vicinity of the residence halls is scheduled for the Academic Year 2016-2017. Construction is expected to occur during normal daytime working hours (7:30am – 5:00pm), and will result in disturbances and disruptions, including, but not limited to increased noise and dust in the area surrounding the residence halls. By signing this License Agreement, the student agrees that he/she has been advised of said scheduled construction and acknowledges disturbances and disruptions resulting from construction (including increase noise and dust) are not grounds for termination of this agreement or adjustments in room costs.

B. Construction noise will not occur during posted final exams in December and May.

VIII. Destruction or Unavailability

In the event that bed space is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this License Agreement is made, 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, mudslides, fire, earthquake, other natural disasters and vandalism; civil disorder; compliance with state or federal law; unanticipated interruption of basic services; a drop in the rate of cancellations not reasonably foreseen by University, if such a drop results in an over-booking of available housing facilities.

IX. Refunds

University shall authorize refunds as provided for in Title 5, California Code of Regulations and the Housing and Dining Commons License Agreement. Resident should allow approximately two to three weeks after move out for processing of refund paperwork by the University.

X. Treatment of Indebtedness

Failure of Licensee to satisfy the financial obligations of this License Agreement may result in one or more of the following:
1. Imposition of a late fee in accordance with the fee schedule.
2. Withholding of University services pursuant to subsection 42380, et seq., California Code of Regulations; Title 5; Division 5; Chapter 1; Subchapter 5; Article 11. This includes items such as: availability of official transcripts and/or denial of registration.
3. Offset of paychecks, loans, grants, or scholarship payable through the University, and/or income tax refunds or rebates.
4. Revocation of the License Agreement / Eviction.
5. Legal action to collect unpaid obligations.

XI. Student Conduct

The provisions of Sections 41301 and 41302 of Title 5, California Code of Regulations, which relates to student conduct on campus, are applicable to the on-campus housing community. Residents not in compliance with Housing and Title 5 regulations may be subject to University disciplinary action and/or eviction from the housing complex. Eviction due to disciplinary action can result in the Licensee owing the amount due under the full fee period of the license.
XII. Conviction of Crime

The University reserves the right to reject the application/agreement of any student who has been convicted of a crime or who has pled guilty to a crime or otherwise may pose a potential danger to University facilities or students. Residents are under a continuing duty to report convictions of a crime, even if adjudication or sentence has been withheld. If you have been convicted of a crime, or pled guilty to a crime, please provide the following information on a separate page: case number, nature of crime, when and where the crime occurred, outcome, current status of the case. This information must be submitted by the applicant, or in the event of a conviction occurring after the submission of the application, it should be provided in writing to the Senior Associate Director of Housing within ten (10) days of the conviction. The University further reserves the right to revoke any application either before or after the application has been accepted.

XIII. Maintenance of Premises

A. The University shall provide Licensee with room/suite furnishings. The Licensee will have the opportunity to note the condition of the room during the check-in process. Licensee agrees to give reasonable care to her/his living unit and its furnishings and to make payment for any damage or loss promptly upon demand by the University. Licensee shall vacate the living unit in good order and repair; normal and reasonable wear and tear are accepted. 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 a condition of good order and repair.

B. Public areas and community bathroom facilities which are shared by residents on the floor will be maintained by the custodial staff. Living areas and bathroom facilities which are located within the room or suite must be cleaned and maintained by the residents of the unit. The purchase of cleaning items, paper towels, and bath tissue are the responsibility of the resident(s) living in the unit.

C. Licensee shall make no alteration or addition to the housing facility, structure, and/or furnishings without the permission of the University.

D. Licensee agrees to be jointly responsible with other residents for the protection of the housing facility including furnishings and equipment. Cost for damage or loss of common area furnishings or equipment (unless assigned to specific individuals), may be divided among all members of the living community who have reasonable access to the common area.

XIV. 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 lawful purpose. University shall exercise these rights reasonably and with respect for Licensee’s right to be free from unreasonable searches and intrusions into privacy and study space. While the staff will announce themselves before entering, these entries may be unscheduled.

XV. Insurance

A. During the period covered by this License Agreement, it is highly encouraged that the Licensee obtains health and accident insurance, on either an individual or group basis. Please be advised that the University does not cover nor assume medical expenses or liability for Licensees. (Note: Students may contact Sacramento State Associated Students, Inc. for information regarding supplemental health insurance policies that may be available to students.)
B. University does not assume liability for a Licensee’s personal belongings and has no insurance to cover personal or property damage of Licensee. Therefore, the University strongly recommends that the Licensee obtain additional coverage, such as a renter’s insurance policy.

XVI. Non-waiver

The waiver of any breach of a term or condition of this License Agreement shall not constitute a waiver of any subsequent breach.

XVII. Taxable Possessor Interest

It is the position of the University that this License Agreement does not create a taxable possessor interest in real property. However, pursuant to Revenue and Taxation Code subsection 107.6, Licensee is hereby notified that a taxing authority may take a contrary view and may assess Licensee property taxes based on Licensee’s interest in this License Agreement.

XVIII. Clery Disclosure

In compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, California State University, Sacramento has made crime reporting statistics available online at the Sacramento State Police Department website (http://www.csus.edu/aba/police/). Printed copies are available in the Library and by request from the Sacramento State Police Department and the Office of the Vice President for Student Affairs.

XIX. Megan’s Law Disclosure

Pursuant to Section 290.46 of the Penal Code, information about specific registered sex offenders is made available to public via Internet Website maintained by the Department of Justice at www.meganslaw.ca.gov.

Depending on the offender's criminal history, this information will include either the address at which the offender resides or the community of residences and zip code in which he or she resides.

XX Annual Fire Safety Report

Housing and Residential Life publishes the annual Fire Safety Report for the residential community. The report includes: A description of each on-campus student housing facility; The number of fire drills conducted during the reporting year; Campus policies or rules on portable electronic appliances, smoking, and open flames in the student housing facility; Campus procedures for evacuating student housing in the event of a fire; The policies regarding fire safety education and training programs provided to the students and employees (including the procedures that students and employees should follow in the case of a fire: The titles of each person or organization to which students and employees should report that a fire occurred; and plans for future improvements in fire safety, if any. For more information on the Annual Fire Safety Report see the Sacramento State Police Department’s website at: http://www.csus.edu/aba/police.
XXI. Meal (Board) Plan

The Licensee is required to purchase a meal (board) plan as part of their License Agreement. University Enterprises, Inc. is the provider of the meal service. Food service is available during License Agreement Fall and Spring fee periods (except Thanksgiving Holiday weekend), unless sooner terminated under the provisions in License Agreement. Meal Service is not available during break closure.

A. Meal Plan Options

1. **Green Meal Plan** provides meal credits for approximately ten (10) meals in the Dining Commons each week and includes $250 flex dollars per year ($125 each semester). This plan provides 630 meal credits and includes 5 guest passes each semester as part of the total meal credit calculation. Meal credits and flex cash expire at the end of each semester and do not roll over.

2. **Gold Meal Plan** provides meal credits for approximately fifteen (15) meals in the Dining Commons each week and includes $150 flex dollars per year ($75 each semester). This plan provides 945 meal credits and includes 10 guest passes each semester as part of the total meal credit calculation. Meal credits and flex cash expire at the end of each semester and do not roll over.

3. **Independence Meal Plan** provides meal credits for approximately eight (8) meals in the Dining Commons each week and includes $100 flex dollars per year ($50 each semester). This plan provides 504 meal credits and includes 3 guest passes each semester as part of the total meal credit calculation. Meal credits expire at the end of each semester and do not roll over. This meal plan is only available to residents of the American River Courtyard who have junior or higher class-level status (60 or more completed units).

B. Flex Cash

The flex dollars paid into each plan will be recorded on the meal card and can be redeemed at UEI operated retail outlets only. Flex dollars may not be used to purchase gift cards. Flex dollars expire at the end of each semester. Additional information about Flex Cash dollars will be available upon move-in. For a complete list of locations where Flex dollars are accepted, please go to: http://www.dining.csus.edu/meal-plans/flex-plan/.

C. Meal Plan Conditions

1. A meal (board) plan is mandatory for each Licensee. The Licensee may change their Meal Plan choice at the beginning of each semester (deadlines noted below) at no additional fee. If Licensee requests to change their meal plan two or more times during the first two weeks of school, there is an administrative fee of $50 for each request.

   The deadline to request a meal plan change for the Fall Semester is September 9, 2016, and the deadline for the Spring Semester is February 3, 2017.

2. The Licensee shall receive from the Dining Commons Office a meal ID card upon which credits will be assigned per semester. Meal cards/credits are non-transferable and may not be used by any other person at any time. Unused credits and Flex Cash expire at the end of each semester. No refunds are given for unused credits or Flex Cash at the end of the lease agreement period.

3. Lost or damaged meal cards are subject to a replacement charge of $10.

4. The Licensee must present their meal ID card to the food service staff upon entry into the Dining Commons and/or for the purpose of identification.

5. Meal ID cards are the property of the Dining Commons. The Licensee must relinquish possession of the meal card when requested by a food service staff member.
6. Meals must be eaten in the Dining Commons. No food, dishes, or utensils may be taken from the building unless it is part of a “to go” meal. Bag lunches and sick trays are available by arrangement only.

7. Additional meal credits may be purchased at a discounted rate to supplement any meal plan.

8. University Enterprises, Inc. charges $75 fee for cancellation of License Agreement in addition to a prorated fee based on date of move out and/or meal plan usage.