

**California State University, Sacramento, University Housing Services  
University Housing Services License Agreement - Terms and Conditions  
North Village License Agreement Summer 2026**

This License Agreement (hereafter this “Agreement”) is entered into between the Trustees of the California State University, acting by and through California State University, Sacramento (hereafter the “University”), and the person named on the Agreement (hereafter the “Licensee”).

Submitting an online version of this Agreement to University Housing Services (including an Agreement signed by a parent or legal guardian for University students under 18 years of age) shall constitute acceptance of the Agreement terms and conditions. By completing and electronically signing this Agreement, Licensee agrees to adhere to the terms, conditions, and policies set forth in this Agreement. Housing applicants should carefully read the provisions herein before completing this Agreement.

**I. Obligations of the University**

**A. Terms of Occupancy and License**

**1. Summer 2026 Period (May Only, Summer #1, Summer #2, Summer All)**

The University grants the Licensee permission to occupy a bed space within University Housing Services facilities at North Village (hereafter the “Premises”) as a Licensee for the summer session fee period. 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 University's discretion and may be changed by the University without notice. This Agreement is a license for occupancy and does not create a lease or any other possessory interest in real property.

**a. May Only License Agreement Fee Period:**

- Friday, May 22, 2026 3 p.m. through Monday, June 1, 2026 3 p.m.
- Licensees who execute a May Only fee period, will not be permitted to leave or store personal belongings on the Premises beyond the Agreement end date. If the May Only Licensee has a confirmed Fall 2026 North Village housing assignment, the Licensee must vacate the Premises as outlined by this Agreement and make the necessary arrangements to return at the start of the 2026-2027 North Village Academic Year University Housing Services and Dining License Agreement
- Licensees must be residential students residing in North Village for Spring 2026 to be eligible for this fee period.

**b. Summer Session 1 (6 weeks) License Agreement Fee Period:**

- Sunday, May 31, 2026 8 a.m. through Sunday, July 12, 2026 3 p.m.

- Licensees who execute a Summer Session 1 fee period only, will not be permitted to leave or store personal belongings on the Premises beyond the Agreement end date. If the Summer Session 1 Licensee has a confirmed Fall 2026 North Village housing assignment, the Licensee must vacate the Premises as outlined by this Agreement and make the necessary arrangements to return at the start of the 2026-2027 North Village Academic Year University Housing Services and Dining License Agreement.
- c. Summer Session 2 (6 weeks) License Agreement Fee Period:
- July 12, 2026 8 a.m. through Sunday, August 23, 2026 3 p.m.
  - Licensees with a confirmed Fall 2026 North Village housing assignment may request transition housing for the period between Summer Session 2 and the start of the academic calendar year period. Transition housing is offered based on availability of space and building readiness and comes with a daily fee based on room type. Licensee must be present during transition housing period to move rooms.
- d. Summer All (12 weeks) License Agreement Fee Period:
- Sunday, May 31, 2026 8 a.m. through Sunday, August 23, 2026 3 p.m.
  - Licensees with a confirmed Fall 2026 North Village housing assignment may request transition housing for the period between Summer Session 2 and the start of the academic calendar year period. Transition housing is offered based on availability of space and building readiness and comes with a daily fee based on room type. Licensee must be present during transition housing period to move rooms.

## B. Housing Assignments

The University assigns Licensee to a bed space and does not guarantee any specific room type, building, community, or roommate. The University shall have the right to reassign the Licensee to a different bed space without the Licensee’s consent prior to or during the term of the Agreement.

1. Where possible, the University will endeavor to accommodate the Licensee’s housing assignment request.
2. Room and residential building changes may only occur as directed and/or approved by the University.
3. If a vacancy occurs, whether there is a no-show student or one of the occupants moves out of the Licensee’s room, the University reserves the right to assign a new roommate(s) or to reassign the remaining Licensee(s) to another living unit to consolidate space.
4. The Licensee agrees to move to a new room or accommodate access for a new roommate as directed by the University. Failure to do so may be deemed a violation of the Agreement.
5. **Temporary Relocation** - The University may require the Licensee to temporarily relocate to another University-assigned bed space due to, but not limited to, maintenance, repairs, construction, pest treatment, health or safety concerns, emergency conditions, or other administrative or operational necessity. The University shall determine the location and

duration of any temporary relocation. Temporary relocations do not constitute a termination of this Agreement and generally do not result in a reduction or adjustment of fees.

**C. Meal Plans (Board)**

Residential Meal Plans (Board) are suspended for Summer due to the closure of the residential meal services during the academic break period.

**D. Enhancement of Educational Experience**

The University shall maintain professional staff on the Premises to work with students to foster community development and enhance their social, educational, and recreational experiences. The University shall provide opportunities for Licensee input on the development of the community. Opportunities may be offered in the form of, but are not limited to, community feedback surveys, Hall Councils, and the Residence Hall Association.

**E. Utilities, Services, and Furnishings**

The University shall provide the Premises with water, trash, electricity, and/or gas services. The University shall also provide online television and movie streaming services but is not committed to providing access to a specific inventory of streaming content. The University shall provide furnishings, which the Licensee shall take inventory of, with the condition thereof noted on the electronic Room Inventory Form, which is hereby incorporated in this Agreement as though fully set forth herein. The University shall provide the Licensee with the electronic Room Inventory at the time of the Licensee's occupancy of the Premises.

**F. Construction, Renovations, and Facility Upgrades**

Construction, renovations, and/or facility upgrades on the California State University, Sacramento campus may occur in or near University Housing Services facilities. Work is generally scheduled during normal daytime working hours (7:30 a.m. - 5:00 p.m.). Construction projects could result in disturbances and disruptions, including, but not limited to, increased noise, vibration, entry to your room/suite, and dust in the area. University Housing Services will provide timely notification of construction, renovations, and/or facility upgrades whenever possible. By signing this Agreement, the Licensee acknowledges that they have been advised of any proposed construction, renovations, and/or facility upgrades and that disturbances and disruptions are not grounds for termination of this Agreement or adjustment of fees.

**G. Communication**

University Housing Services will communicate primarily through the Licensee's University email account. In addition, information may be sent to the Licensee via on-campus mail. At times, information may be posted in building lobbies or floor bulletin boards. The Licensee is responsible for regularly checking these venues for Housing communications and for being aware of the information and following the instructions contained in these messages.

## **II. Obligations of Licensee**

### **A. Eligibility for Occupancy**

To maintain eligibility for occupancy during the summer session period, the Licensee must meet one of the following criteria:

1. Enrollment at Sacramento State during the summer session period for 3 or more units per session;
2. Employment at Sacramento State during the summer session period;
3. Enrollment at Sacramento State in the preceding spring academic semester or the following fall academic semester;
4. Exceptions may be granted by the Executive Director of University Housing Services or a designee.

### **B. Occupancy of Bed Space**

1. The Agreement is in effect for the duration of the summer period the Licensee specifically applied for. Outlined above in section I.A.1 Terms of Occupancy and Licensee, are the specific dates of occupancy for each summer period.
2. Licensee is bound to this Agreement for the academic calendar year period unless approved for a cancellation as stated in section III.C of this Agreement.
3. Licensee must begin occupancy by executing the official check-in process with University Housing Services staff during a designated move-in period. Failure to occupy (check-in and claim assigned housing space) or to make alternative arrangements for late move-in by 5 p.m. Friday of the first week of instruction may result in an administrative cancellation of the Agreement. The Licensee will be assessed cancellation charges in accordance with the cancellation policies in section III.C.
4. Upon confirmation of a bed space, the University hereby grants to the Licensee, permission to occupy a bed space within University Housing Services facilities at North Village for the fee period, unless terminated sooner under the provisions of the Agreement.
5. Licensee agrees not to occupy an unassigned vacant space nor permit any other person to occupy an unassigned vacant space.
6. Licensee agrees that the assigned bed space and/or living unit is licensed for residential use only.
7. The Licensee shall not use the bed space or living unit as a business address, nor shall the Licensee conduct any business activities on the Premises. Conducting business activities includes, but is not limited to, using the living unit as a mailing address for business related activities, or hosting business-related functions and/or websites.
8. Licensee agrees to neither use the living unit for illegal purposes nor to engage in illegal acts within the living unit or upon the grounds of the residential community.
9. Licensee shall not sub-lease bed space or living unit to another individual.

## C. Rent and Fees

1. The Licensee shall pay rent fees that are specified in the published Cost and Fees and Installment Payment Schedule established by University Housing Services, which is hereby incorporated into this Agreement as though fully set forth herein. The amount of rent will be determined by the license term, building, and room type of the Licensee's living unit. There may be additional terms and conditions set forth in the Cost and Fees and Installment Payment Schedule, and those terms and conditions are incorporated in this Agreement as though fully set forth herein.
  - a. In the event the Licensee enters into this Agreement after the beginning of the Summer Fee Period, in accordance with Section I.A.1 of Terms of Occupancy and License, the Licensee shall be assessed and pay rent based on a daily proration schedule through the end of the Agreement period.
2. All payments must be made and receipted to the Licensee's University account on or before published deadlines. The Licensee will be assessed a \$25 late fee for each missed due date as published.
3. If the Licensee is awarded financial aid/scholarship funds and if there are such funds remaining after tuition and fees are paid, the Licensee hereby authorizes the University to deduct the amount necessary to pay these fees from their Financial Aid award during the summer term for which the financial aid is received. The Licensee shall be responsible for any rents or financial obligations that are not fully covered by the Licensee's Financial Aid award.
4. If the Licensee receives a Financial Aid disbursement prior to the posting of rent and fees to their University account, the Licensee must utilize the disbursement funds previously received or personal funds to pay for any outstanding housing debts.
5. The Licensee shall be responsible for costs associated with any cleaning, repair, and/or replacement expenses incurred by the University for the Premises and/or furnishings beyond ordinary wear and tear.
6. **Payment Deferments**
  - a. The Licensee may request a Payment Deferment to allow the specific installment payment to be delayed based on the Licensee's qualifying Financial Aid/scholarship award (not including work-study) scheduled to be disbursed to their account. Rent and Fee payment deferment requests do not reduce the amount owed and only provide a temporary delay in the payment due date.
  - b. The Licensee must have a qualifying Financial Aid award to be deemed eligible for approval of a Payment Deferment. A qualifying Financial Aid award must include accepted and disbursable funds that are eligible and applicable to cover the rent fees owed. The Licensee must have a qualifying Financial Aid/scholarship award sufficient to cover the cost of attendance, including, but not limited to, University tuition fees, housing Rent & Fees owed. Parent PLUS loans and Veterans Affairs (VA) benefits may only be counted towards a Licensee's Financial Aid award if approved and documented by the University.
  - c. Revisions or adjustments to the Licensee's Financial Aid award, after obtaining approval for a payment deferment plan may cause a shortage in the coverage of

rent and fees. The Licensee shall be financially responsible for paying any shortages that may occur each semester as a result.

#### **D. Maintenance of the Premises**

1. Licensee shall receive upon occupying the Premises, an electronic Room Inventory Report. In the event the licensee changes living units at any time during the Agreement period, a new report will be provided. The licensee shall fill out the electronic Room Inventory upon their own inspection of the living unit. The electronic Room Inventory must be completed and submitted through the online housing portal within 72 hours of occupancy. The Licensee will have the opportunity to note the condition of the living unit during the inspection period.
2. When vacating the Premises or relocating to a new living unit, the Licensee must: return the room to the original configuration and in good order and repair; turn in all keys, fobs, bunking pins, and remove all personal property. Normal and reasonable wear and tear are expected. It is the Licensee's responsibility to follow proper University check-out procedures; failure to do so may result in, but is not limited to, damage and cleaning charges.
3. Licensee shall at all times clean and maintain the Premises in good order and repair. Public areas and community bathroom facilities, which are shared by multiple Licensees on the floor and/or wing, will be maintained by the custodial staff. Living areas and bathroom facilities that are located within the living unit or suite (Deluxe Doubles and American River Courtyard suites) must be cleaned and maintained by the Licensees assigned to the living unit. The purchase of cleaning items, paper products, and bath tissue is the responsibility of the Licensee(s) assigned to the living unit.
4. Licensee agrees to be jointly responsible with other Licensees for the maintenance and protection of all common spaces located within the Premises, including furnishings and equipment. Cost for damage or loss of common area spaces, furnishings, or equipment (unless assigned to a specific Licensee), may be divided among all members of the living community who have reasonable access to the common area(s) affected.
5. Licensee agrees to recognize the importance of maintaining the Premises as an environment that is conducive for fellow Licensees to study, live, and sleep.
6. Licensee shall make no alterations or additions to the Premises without written permission from the University.
7. Licensee agrees to give reasonable care to their living unit and furnishings. 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 for returning the unit to a condition of good order and repair, promptly upon demand of the University.
8. 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 for securing, protecting, and insuring against damage to its personal property. As outlined in section VI Renter's Insurance, the Licensee acknowledges that the University has no insurance to cover the personal or

property damage of the Licensee and that the Licensee is required to purchase their own renter's insurance.

**E. Vacating the Premises**

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

**F. Adherence to Rules and Regulations**

The University is responsible for providing a residential living community that enhances the educational environment as outlined above in section, I. D. of this Agreement. The Licensee agrees to recognize the important role University Housing Services plays in maintaining an environment conducive for fellow Licensees to study, live, and sleep in the on-campus housing facilities.

The Licensee agrees not to disturb this environment and shall at all times obey the rules, regulations, policies, and prohibitions set forth in Title 5 of the California Code of Regulations (Insofar as they pertain to student conduct, generally, or specifically student housing), including community standards related to noise, guests, and use of residential spaces, or established in the University Housing Services Policies and Procedures 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.

1. University Student Conduct Procedures: The provisions of sections 41301 and 41302 of Title 5, California Code of Regulations, which relate 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 for disciplinary action may result in the Licensee owing the full fee for the license period, including the entire amount the Licensee agreed to pay under a Board plan under this Agreement.
2. The Licensee is responsible for abiding by all University Housing Services policies and procedures, including later addendums. Detailed Housing policies are available on the Housing website under [Policies & Procedures](#).

**G. Service and Emotional Support Animal Records**

In the event the Licensee is approved to have an emotional support animal (ESA) or service animal residing on the Premises, the Licensee will be required to submit veterinary records certifying the approved animal has all recommended vaccinations required to maintain the animal's health and to prevent contagious diseases. Licensee shall also submit copies of applicable city/county animal license(s). Using their online Housing Application, the Licensee must attach all required documents before the approved animal occupies the Premises. If the approved animal receives updated vaccinations while occupying the Premises, updated documentation must be provided to University Housing Services.

## H. Public Health Notice and Occupancy Requirements

Communicable diseases, including but not limited to the Coronavirus (COVID-19), present a risk to human health. Certain communicable diseases may be highly contagious and can spread easily and exponentially, leading to severe illness or death. According to public health authorities, persons of all ages may be at risk of exposure, illness, or other health impacts.

An inherent risk of exposure to communicable diseases exists in any shared or public space where people are present, including on-campus housing, which is a shared living environment. Sacramento State has taken and will continue to take reasonable measures to support the health and safety of students residing in on-campus housing; however, such measures cannot eliminate all risks of exposure. Licensees who elect to reside in on-campus housing acknowledge and accept this risk.

1. **Health Notification:** Licensee agrees to promptly notify Student Health and Counseling Services or designated University Housing Services staff members if the Licensee experiences, at any time whatsoever, any symptoms associated with a communicable disease, test positive for a communicable disease (including COVID-19), or believe they have come into personal or close contact with an individual diagnosed with a communicable disease (including COVID-19), as directed by public health guidance.
2. **Medical Determinations:** Licensee acknowledges that a medical authority, which may include Student Health and Counseling Services, shall determine whether the Licensee may remain in housing, self-isolate, quarantine, or be referred to a healthcare facility, based on the Licensee's condition and applicable public health guidance.
3. **Medical Transport:** Licensee acknowledges that if medical transport is deemed necessary, Student Health and Counseling Services or University Housing Services may contact appropriate emergency or non-emergency medical transportation and may alert medical personnel to the Licensee's reported or suspected condition.
4. **Compliance with University Directives:** Licensee agrees to comply with all directives, policies, and requirements issued by California State University, Sacramento or the Board of Trustees of the California State University related to communicable disease prevention and response, including, but not limited to, requirements concerning protective face coverings/masking, physical distancing, testing, isolation, quarantine, and/or temporary relocation, as may be amended during the term of this Agreement.
5. **Compliance with Public Health Laws, Regulations, and Guidelines:** Licensee agrees to comply with all applicable federal, state, and local public health laws, regulations, orders, and guidance related to communicable diseases, as such requirements may be amended from time to time.
6. **Testing Requirements:** Licensee agrees to comply with any testing protocols required by the University in connection with communicable disease prevention or response efforts to reasonably cooperate with the University in fulfilling the Licensee's obligations under this section.
7. **Immunization Requirements:** Licensee understands and agrees that immunizations, including COVID-19 or other communicable disease immunizations, may be required by the University as a condition of continued occupancy in University Housing. Licensee

agrees to comply and provide verification in the manner and timeframe specified by the University.

**I. Health and Insurance**

During the period covered by this Agreement, it is highly encouraged that the Licensee obtain and maintain health and accident insurance, on either an individual or group basis. Please be advised that the University does not cover or assume medical expenses or liability for Licensees.

**J. Immunization for On-Campus Housing**

The University requires all Licensees residing in University Housing facilities at North Village to be current on all **required immunizations**, as determined by California State University, Sacramento. Recommended immunizations are strongly encouraged but not mandatory. A current list of required and **recommended immunizations** is maintained by Student Health, Counseling, & Wellness Services and is available on their website (<https://www.csus.edu/student-life/health-counseling/health/immunizations-and-vaccines.html>).

**III. Expiration, Revocation, and Cancellation of the Agreement**

**A. Normal Expiration**

The license conferred by this Agreement shall expire on the date specified in section I.A of this Agreement.

**B. Revocation by the University**

The University may revoke this Agreement and initiate eviction proceedings through the service of a three-day eviction notice on the Licensee upon the occurrence of any of the following reasons and/or conditions:

1. Nonpayment of any fees owed under this Agreement.
2. Failure of the Licensee to maintain status as a student at the University and/or maintain enrolment in the required number of units (see section II.A for eligibility requirements).
3. In the event of misconduct listed in subsection 41301, Title 5, California Code of Regulations.
4. Licensee's breach of any term or condition of this Agreement, addendums, including failure to abide by University Housing Services Policies and Procedures.
5. Falsification of any legitimately required information requested by the University.
6. University Administrative Necessity: The University may revoke this Agreement if the assigned housing space becomes unavailable due to University administrative necessity. Such necessity may include, but is not limited to: damage or destruction caused by natural disasters or vandalism; compliance with state or federal law; unanticipated interruption of essential services; or other circumstances beyond the University's reasonable control that affect housing availability, including over-assignment resulting from unforeseen changes in occupancy (i.e. a drop in the rate of cancellations not reasonably foreseen by University).

7. As permitted by, and consistent with the provisions of, CSU's Interim CSU Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation.

In the event of an occurrence described in subsections (1), (2), (3), (4), or (5) listed immediately above, the University shall give Licensees no fewer than three (3) days written notice; in the event of an occurrence described in subsection (6) the University shall grant licensees no less than a fourteen (14) day notice except in cases of emergency.

### **C. Cancellation by the Licensee**

The Agreement is legally binding between the Licensee and the University for the full fee period stated in section I.A. of this Agreement. Any Licensee who wishes to terminate the Agreement shall submit a Request to Cancel through the online housing portal. The Licensee is aware that cancellation requests must be approved by the University before the Agreement is terminated. Any such approval may be granted or denied at the University's sole discretion.

#### **1. Cancellations Prior to Satisfying the Housing Application Installment (\$175 Installment)**

The Licensee may cancel this Agreement for any reason before having made payment or received a deferment of the \$175 Housing Application Installment. A cancellation request must be submitted through the online housing portal prior to payment or deferment. Approved cancellations that occur prior to satisfying the Housing Application Installment are not assessed the cancellation fee.

#### **2. Cancellation Prior to Published Cancellation Deadlines After Satisfying the Housing Application Installment (\$175 Installment)**

The Licensee may cancel this Agreement for any reason prior to the published cancellation deadlines outlined below. Upon approval of the cancellation request, the Licensee shall be assessed a \$175 cancellation fee covering the cancellation of the rental portion of the Agreement.

##### **Cancellation Deadlines**

- a. May Only, Summer #1, Summer All: **Friday, May 22, 2026 at 12 p.m. PST**
- b. Summer #2: **Friday, July 3, 2026 at 12 p.m. PST**

#### **3. Cancellation After Published Cancellation Deadlines prior to start of Agreement Period**

Once the applicable published cancellation deadline has passed, the Licensee may request the cancellation of this Agreement by submitting in writing a "Request to Cancel" form no fewer than thirty (30) days in advance of the start of the Agreement period. Any such request must include a detailed statement of the compelling reasons for cancellation, together with appropriate supporting documentation. After receiving such a request for cancellation and supporting documentation, the University may grant a cancellation of the Agreement, provided that the Licensee can convincingly establish any of the following standards:

- a. End of student status or withdrawal from the University

- b. Marriage (copy of marriage certificate required)
- c. Military service (copy of military orders required)
- d. Extreme and unexpected hardship (compelling and unanticipated significant medical or financial problems beyond the Licensee’s control arising after the date of execution of their Agreement. When financial difficulty is asserted as the basis for extreme hardship, the Licensee must show that they have exhausted all possible options, including all financial aid awards offered and available).

All other reasons to cancel this Agreement under this subsection shall be granted or denied at the sole discretion of the University. If the University is able to find a suitable and eligible Licensee replacement for the Licensee with no impact to overall housing facility occupancy, the Licensee may be approved for cancellation, subject to the terms contained in section III.C.5 below.

#### **4. Cancellation After Start of the Agreement period**

Any Licensee who requests to cancel this Agreement after the start date of the Agreement period must provide written notice and a reason thereof. The Licensee may request the cancellation of this Agreement by submitting in writing a “Request to Cancel” form no fewer than thirty (30) days in advance of move-out. Any such request must include a detailed statement of the compelling reasons for cancellation, together with appropriate supporting documentation. After receiving such a request for cancellation and supporting documentation, the University may grant a cancellation of the Agreement, provided that the Licensee can convincingly establish any of the following standards:

- a. End of student status or withdrawal from the University
- b. Marriage (copy of marriage certificate required)
- c. Military service (copy of military orders required)
- d. Extreme and unexpected hardship (compelling and unanticipated significant medical or financial problems beyond the Licensee’s control arising after the date of execution of their Agreement. When financial difficulty is asserted as the basis for extreme hardship, the Licensee must show that they have exhausted all possible options, including all financial aid awards offered and available).

All other reasons to cancel this Agreement under this subsection shall be granted or denied at the sole discretion of the University. If the University is able to find a suitable and eligible Licensee replacement for the Licensee with no impact to overall housing facility occupancy, the Licensee may be approved for cancellation, subject to the terms contained in section III.C.5 below.

#### **5. Approved Cancellations**

Upon the approval of a cancellation other than a cancellation granted under section III.C.1 above, the Licensee shall be assessed a \$175 housing cancellation fee covering the cancellation of the Agreement. In addition to the cancellation fee, the Licensee shall be charged a prorated daily rate for rent fees for the beginning of the term through the move-out date or cancellation date, whichever comes later, and if applicable, fees through the

end of the 30-day notice period. During the thirty (30)-day notice period, during which prorated or actual charges are applied, the Licensee may continue occupancy.

The Licensee is responsible for arranging and completing all necessary check-out procedures with appropriate University Housing Services staff. Any cancellations granted under this section III.C shall not relieve the Licensee of the obligation to pay for amounts owed under section II.D.6 above.

**6. Denied Cancellations**

In the event that a Licensee's request to cancel this Agreement is denied, the Licensee is responsible for paying all financial obligations owed under this Agreement. Abandonment of the Premises by the Licensee does not release the Licensee from any of the Licensee's financial obligations as specified in section III.D.

**7. Cancellations without written notice prior to occupancy (No Show)**

If the Licensee fails to submit a Request to cancel and does not occupy (check-in and claim assigned housing space) or make alternative arrangements for late move-in by 5 p.m. Friday of the first week of instruction, an administrative cancellation of the Agreement may occur. If the Licensee's agreement is administratively canceled, the Licensee will be charged according to section III.C (3-6).

**D. Abandonment or Termination by the Licensee**

In the event the Licensee abandons the Premises or terminates this Agreement without the expressed written approval of the University, the following will apply.

**1. Obligation of Fees**

Licensee shall remain financially responsible for paying all rental obligations owed under this Agreement, so long as the University does not terminate the Licensee's right to an assigned bed space.

**2. Obligation of Agreement**

In the event of the termination of this Agreement by the Licensee without first having obtained the approval of the University pursuant to section III.C above, or abandonment of the Premises by the Licensee, the Licensee shall have the right to be released from this Agreement if an eligible and suitable replacement is found, who shall assume Licensee's rent obligations under this Agreement, pursuant to campus regulations and with the consent of the University, whose consent shall not unreasonably be withheld.

**3. Property of Licensee**

Any property of the Licensee remaining on the Premises after abandonment, termination, eviction, or revocation of this Agreement may be retained or disposed of through 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 after thirty (30) days. The Licensee releases the University from any liability for any damages or loss of property disposed of in the manner described above.

#### **E. Force Majeure**

The University may cancel this Agreement if, due to circumstances not reasonably foreseeable or beyond the control of the University at the time of its execution, the Premises of the Licensee's bed space is destroyed or becomes unavailable. In the event this occurs, the Licensee shall be entitled to a pro-rata refund of any fees applicable to periods after the Licensee was required to vacate.

Neither Licensee nor University shall be liable for any delay or failure to perform its obligations hereunder if such delay or failure to perform is caused by circumstances beyond the party's reasonable control, including, but not limited to, acts of God, government restrictions or orders, wars, riots, insurrections, disaster, acts of terrorism, communicable disease outbreak, epidemic, pandemic, or any other comparable event or cause beyond the reasonable control of the party whose performance is affected.

Licensee and University acknowledge that the full impact of COVID-19 remains unknown and is not reasonably foreseeable. In the event that circumstances related to COVID-19 or to any reoccurrence of the COVID-19 virus reasonably prevent or hinder a party's performance hereunder, the party whose performance is affected may invoke this Force Majeure clause, by providing written notice as soon as reasonably practicable after the occurrence of such event, and be excused from liability for its failure or delay in performing its obligations hereunder, even if the circumstances related to COVID-19 were foreseeable at the time of the parties' execution of the Agreement. Notwithstanding the foregoing, in no event shall the Licensee be excused from paying any fees or amounts owed for the period of time during which the Licensee occupied a space within the housing facility as a Licensee.

#### **F. Refunds for Cancellations and Revocations**

Fee refunds for the cancellation or revocation of this Agreement shall be governed by the provisions of section 42019 of Title 5 of the California Code of Regulations. The licensee should allow approximately two to three weeks after vacating the Premises for the University to process the refund paperwork.

### **IV. Treatment of Indebtedness**

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

- A. Imposition of a late fee and/or installment service fee, in accordance with the University's fee schedules;
- B. Revocation of this Agreement and Eviction;
- C. 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 denial of registration privileges;
- D. Offset or garnishment of paychecks, loans, grants, scholarships, lottery winnings, and/or income tax refunds or rebates.

- E. Referral to and legal action for collection of any balance due or past due, including the recovery of the costs of collection;
- F. Notification to credit bureau organizations of any past-due status and/or balances.

**V. Right of Entry**

The University shall have the right to enter the Premises occupied by the Licensee for the purposes of emergency, health, safety, maintenance, enforcement of applicable rules and regulations, or for any lawful purpose to the extent permissible by law. The University shall exercise this right reasonably and with respect for the 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.

**VI. Rental Insurance**

The University does not assume liability for any property of the Licensee that is stolen, damaged, vandalized, or destroyed while on the Premises and at any time, including periods when the Licensee is not in occupancy or after the term of the occupancy has expired. The University has no insurance to cover personal or property damage of the Licensee, so during the period covered by this Agreement, the University requires that the Licensee, at the expense of the Licensee, obtain renter's insurance. The Licensee shall purchase a renter's insurance policy or provide proof of insurance coverage through the online Housing Application process. Please note that if the Licensee purchases insurance from the suggested vendor, GradGuard, payment is made directly to the vendor. For additional information, please refer to the GradGuard page in the online Housing Application.

**VII. Emergency Medical Transport**

In alignment with the City of Sacramento's fee schedule for emergency transport, the licensee should be aware of the following:

- A. In the event the paramedics or fire department responds to a student concern, the Licensee will be billed by the City of Sacramento according to the City of Sacramento Fee Schedule for the Fire Department: Advance Life Support. Bills will be sent to the student's campus address.
- B. For information on the specific charges, go to <https://www.cityofsacramento.org/Online-Services/FeeChargeSearch>.

**VIII. Non-waiver of Breach**

The waiver of any breach of this Agreement shall not constitute a waiver of any subsequent breach. The University's acceptance of rent with knowledge of the Licensee's violation of a provision or covenant of this Agreement does not waive the University's right to enforce any provision or covenant of this Agreement.

**IX. Taxable Possessory Interest**

It is the position of the University that this Agreement does not create a taxable possessory interest in real property. However, pursuant to Revenue and Taxation Code subsection 107.6, the 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 Agreement.

**X. 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 <https://www.csus.edu/campus-safety/police-department/>. 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.

**XI. Megan's Law Disclosure**

Pursuant to section 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via a website maintained by the Department of Justice at the following link: [www.meganslaw.ca.gov](http://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 they reside. California State University, Sacramento, 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.

**XII. Annual Fire Safety Report**

University Housing Services 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 University Housing Services' website at <https://www.csus.edu/student-life/housing/>.

**XIII. Successors in Interest**

The University retains the right to transfer its interest and obligations under this Agreement. The Licensee may not assign or transfer their rights or obligations under this Agreement without the written permission of the University. The Licensee may not sub-license or sublet the Premises to, or permit the occupancy of the Premises by, any other person without the written permission of the University.