University Housing and Dining License Agreement Terms and Conditions 2021-2022

August 27, 2021-December 17, 2021 and January 21, 2022-May 20, 2022

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”.

By completing and electronically signing this License Agreement, Licensee agrees to adhere to the terms, conditions, and policies set forth in this Agreement. Applicants should carefully read the provisions herein before completing this License Agreement.

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 studying, learning and living.

   B. The community at California State University, Sacramento is made up of faculty, staff, and students that come from all walks of life where differences are appreciated, celebrated, and embraced.

   C. University Housing Services will communicate primarily through the residents’ Sacramento State email accounts. In addition, information may be sent to the resident’s on-campus housing mailbox. At times information may be posted in building lobbies, floors, or RA doors. 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 posted on the Housing website https://www.csus.edu/student-life/housing/. Licensee is responsible for abiding by all Housing policies as well as any later addendums.

   E. Licensee is also responsible for abiding by the University Housing and Dining License Agreement Terms & Conditions Addendum 2021-2022, the provisions of which are fully incorporated herein by reference.
II. Occupancy

A. Occupancy of Bed Space

1. The University Housing and Dining License Agreement is in effect for the entire academic year and/or for the spring semester for Spring only License Agreements. 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 Period

1. Academic Calendar

   **Fall Semester**
   Friday, August 27, 2021, 8 a.m. through Friday, December 17, 2021, 3 p.m.

   **Spring Semester**
   Friday, January 21, 2022, 8 a.m. through Friday, May 20, 2022, 3 p.m.

   *Note: Subject to the terms and conditions of this License Agreement as well as the 9-Month License Agreement Addendum, the Fee Period for those Licensees who also execute the 9-Month License Agreement Addendum will run continuously, through the Winter Intercession Period, from Friday, August 27, 2021, 8 a.m. to Friday, May 20, 2022, 3 p.m. (See University Housing and Dining License Agreement Terms & Conditions, 9-Month License Agreement Addendum.)*

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 5 p.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.
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 Intercession Closure
1. With the exception of Licensees who agree to the 9-Month License Agreement Addendum, no residents are allowed to stay on campus during the Winter Intercession Period from December 18, 2021 at 3pm through January 21 at 8am.

2. No meals are available through Dining Services during break closure.

3. Licensee may leave personal belongings in their room during closure period; however, with the exception of Licensees who agree to the 9-Month License Agreement addendum, they will not have access to their room during the closure period. Housing encourages residents to take their valuable items with them during the break.

F. Spring Break Housing

Friday, March 18, 2022 to Sunday, March 27, 2022

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 includes, dining, front desk operations, 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 University Housing Services staff, or as requested by a Licensee and approved by the Housing 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.
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 occupancy room depending on available space and departmental needs.

H. Checking In and Out
1. When checking into the residence hall, Licensee must fill out an electronic Room Inventory upon inspection of the room. This must be completed on the online housing portal within 72 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 charges. Licensee’s meal plan will become invalid upon termination of License Agreement.

I. Hornet Mail Center
1. The Hornet Mail Center is open 7 days a week with operational hours posted at the beginning of each semester. During holidays and breaks adjusted hours will be posted.

2. Letter mail is sorted by the hall staff and placed in the student’s assigned mailbox. Students who receive a package will be notified through their Sac State email with instructions for pick-up at the Hornet Mail Center located in Riverview Hall.

3. Mail and packages must be addressed using the student’s preferred name as it is indicated on their housing application.

4. Deliveries of perishable items from grocery stores, restaurants, or other food delivery services will NOT be accepted or stored at the Hornet Mail Center.

5. Upon move-out, all mail and packages that remain at the Hornet Mail Center will be forwarded to the address listed in the student’s electronic record. All residents are responsible for updating their address information through MySacState in the event of a change.

J. Immunization
Based on The California State University Executive Order 803, all new/incoming students are required to have the following immunizations in order to attend Sacramento State:

1. Measles, Mumps, and Rubella (MMR);
2. Hepatitis B (Hep B);
3. Varicella (Chickenpox);
4. Tetanus-Diphtheria-Pertussis (Tdap);
5. Meningococcal Disease (Serogroups A, C, Y W-135);
6. Tuberculosis Screening/Risk Assessment (TB)

Please submit your records to Student Health & Counseling Services as soon as you are able. Failure to submit records may result in the inability to enroll in subsequent semesters.

The CSU follows the same legislation as is applicable for students in K-12. Only medical exemptions will be accepted. Visit the Sac State Immunizations and Vaccines page https://www.csus.edu/student-life/health-counseling/health/immunizations-and-vaccines.html

III. Agreement of Fees
   A. Exact balance due will be determined by the type of room 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.

      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 their MySacState Account and make payment on or before published due dates.

      3. A $20 installment service fee will be assessed to accounts that are not paid in full by the first installment due date each term.

   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 their application before this payment is submitted; in this case, no cancellation fee will apply. A cancellation request must be submitted through the online housing portal prior to payment.

B. Cancellation Prior to Published Cancellation Deadline
   The Licensee may cancel their Housing and Dining Commons License Agreement online through the online housing portal 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:
   Academic Year License Agreement................June 11, 2021*
   *Note: This June 11, 2021 cancellation deadline applies to Academic Year License Agreements, with or without the 9-Month License Agreement Addendum.

   Spring Only License Agreement......................December 7, 2021

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 a Request to Cancel Housing and Dining License Agreement through the online housing portal, 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 University Housing Services. 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:
   - Housing Rent Cancellation Fee of $175
   - Housing Board (meal plan) Cancellation Fee of $75
   - Prorated rent and meal plan charges for dates of occupancy (including the thirty (30) day notice period if applicable). Rental and meal plan fees are determined by a daily-prorated rate. During the thirty (30) day notice period for which the prorated charges are applied, the licensee may continue using their meal plan.

Licensee is responsible for arranging and completing all necessary check-out procedures with appropriate University Housing Services 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, addenda, or University Housing Services policies 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).
5. As an “Interim Remedy” pursuant to CSU Executive Order 1096 (Article IV. DD.) or Executive Order 1097 (Article VI. DD.) in cases where, if the facts alleged were established in an investigation, they would raise concerns about the safety of other residents.

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
Construction on the Sacramento State campus may occur in or near campus housing 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 and dust in the area. University Housing Services will provide timely notification of construction in or near residence halls whenever possible. By signing this License Agreement, the student agrees that they have been advised of possible construction and acknowledges disturbances and disruptions resulting from construction are not grounds for termination of this agreement or adjustment in room costs.

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
The University shall authorize refunds as provided for in Title 5, California Code of Regulations and the University Housing and Dining 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 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. **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 their 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 resident(s) of the unit. This includes Deluxe Doubles and suites in the American River Courtyard. 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.

XIII. 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. The 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.

XIV. Insurance
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.

A. The 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. Students may purchase renter’s insurance from GradGuard through the Housing Application process. Please note, payment is made directly through GradGuard. For additional information, please visit the GradGuard page within the online Housing Application.

XV. Emergency Medical Transport
In alignment with the City of Sacramento Fee schedule for emergency transport, 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. Visit the City of Sacramento’s website for information on the specific City of Sacramento Charges https://www.cityofsacramento.org/Online-Services/FeeChargeSearch.

XVI. Service and Emotional Support Animal Records
When approved emotional support animals (ESA) or service animals will be living in on-campus housing facilities, a veterinary record certifying the animal has all recommended vaccinations required to maintain the animal’s health and to prevent contagious diseases, and copies of applicable city/county animal license(s), should also be submitted. Students can attach the official document to their housing application prior to the animal being moved on to campus. Updated documentation should be provided if animal receives updated vaccinations while they are being housed in on-campus facilities.
XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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 website maintained by the Department of Justice at the Megan’s Law website 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

XXI. 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 Housing website https://www.csus.edu/student-life/housing.

XXII. Meal (Board) Plan
The Licensee is required to purchase a meal (board) plan as part of their License Agreement. University Enterprises, Inc. (UEI) administers the meal plan program. Food service is available during the License Agreement for Fall and Spring fee periods, unless terminated sooner under the provisions in License Agreement. Meal Service is limited during Thanksgiving and spring break. Dining is not available during the winter break closure.
A. Meal Plan Options

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

2. **Green Meal Plan** provides meal points for approximately ten (10) meals in The Servery at the Dining Commons each week and includes $250 Flex$ per year ($125 each semester). This plan provides 630 meal points and includes five guest passes each semester as part of the total meal point calculation. Meal points and Flex$ expire at the end of each semester and do not roll over.

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

B. Flex$

Flex$ paid into each plan are recorded on the meal ID card and redeemed at UEI selected retail outlets only. Flex$ may not be used to purchase gift cards. Flex$ expire at the end of each semester. Additional information about Flex$ are available upon move-in. For a complete list of locations where Flex$ are accepted, please visit the [Dining Services Flex Plan website](https://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 once 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 term, there is an administrative fee of $30 for each request. This fee is waived if a student is upgrading their meal plan to a larger plan.

2. The Licensee shall receive from Dining Services 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$ expire at the end of each semester. No refunds are given for unused credits or Flex$ at the end of the license agreement.

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 Servery at the Dining Commons and/or for the purpose of identification.

5. Meal ID cards are the property of Dining Services. The Licensee must relinquish possession of the meal card when requested by a food service staff member.

6. Meals must be eaten in The Servery at 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. As referenced in Section IV.C.III above, University Enterprises, Inc. charges a $75 fee for cancellation of License Agreement in addition to a prorated fee based on meal plan usage, or, if applicable, for the duration of the thirty (30) notice period.

9. Refunds may only be given to a person who demonstrates they have a documented medical condition provided by a certified medical doctor and Dining Services is not able to accommodate the specific dietary need or needs.