

California State University, Sacramento, University Housing Services  
University Housing Services and Dining License Agreement - Terms and Conditions  
North Village Academic Calendar Year License Agreement 2022-2023

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. Academic Calendar Year Period (Fall Semester 2022 and Spring Semester 2023)**

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 academic calendar year fee period. The University may withdraw such permission in accord with the terms of this Agreement. The specific assignment of a bed space shall be made at the discretion of the University and may be changed by the University without notice.

**a. Eight Month (8-Month) License Agreement Fee Period:**

- Fall Semester: Friday, August 26, 2022 8 a.m. through Friday, December 16, 2022, 3 p.m.
- Spring Semester: Friday, January 20, 2023, 8 a.m. through Friday, May 19, 2023, 3 p.m.
- Licensees who execute an 8-Month Agreement will not be permitted to occupy the Premises during the Winter Intersession Period.

**b. Nine Month (9-Month) License Agreement Addendum Fee Period:**

- Begins Friday, August 26, 2022, 8 a.m. through Friday, May 19, 2023, 3 p.m.
- The fee Period for those Licensees who are eligible and execute the 9-Month License Agreement Addendum will run continuously through the Winter Intersession Period. The University grants the Licensee permission to occupy a bed space on the Premises during the Winter Intersession Period, providing the Licensee is contracted for the spring semester.

**2. Winter Intersession Period: Friday, December 16, 2022, 3 p.m. through Friday, January 20, 2023, 8 a.m.**

- a. With the exception of those Licensees who execute the 9-Month License Agreement Addendum, no other Licensee may be permitted to reside on the Premises during the Winter Intersession Period. There will be no access provided to student rooms or residential buildings during the closure period.
- b. Licensees who execute the 8-Month License Agreement may leave personal belongings in their room during the closure period. Licensees are instructed to take with them valuables and items they need when departing for Winter Intersession.
- c. Residential Meal Plans (Board) are suspended during Winter Intersession due to the closure of residential meal services during the break.

**3. Spring Break Period: Monday, March 20, 2023 through Sunday, March 26, 2023**

University Housing Services facilities at North Village will remain open during the Spring Break Period. Licensees are permitted to remain on the Premises at no additional cost. During the Spring Break period many customary services will be limited or not available, including but not limited to, campus dining, front desk operations, and mail services.

**B. Housing Assignments**

The University assigns Licensee to a bed space and does not guarantee specific room types, buildings, communities, or roommates. 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. In the event that 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 in order to consolidate space.
4. 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 as a violation of the Agreement.

**C. Meal Plans (Board)**

The University contracts with University Enterprises, Inc. (UEI), or the assignee of University Enterprises, Inc. (hereinafter collectively “UEI”), to provide meals for Licensees as part of their Agreements. The selection of a Meal Plan is mandatory for all Licensees residing in North Village. Meal Plans are for the entire academic calendar year, except for breaks and intersessions. The Licensee shall receive a meal ID card upon check-in, with meal credits assigned on a per semester basis.

Meals are not provided during semester breaks or during specific university closures. Additional details are provided in section, II.C and section III.C.8. Meal Plan dates of service are as follows unless previously terminated under the provisions of the Agreement.

1. Fall 2022: Meal Plans begin on Friday, August 26, 2022, and end Friday, December 16, 2022

2. Spring 2023: Meal Plans begin on Friday, January 20, 2023, and end Friday, May 19, 2023

Payment of fees, revocations, and cancellation policies for the Meal Plan follow the same terms and conditions as stated in section III. of this Agreement. Non-use of Meal Plan does not constitute a cancellation of the program. Cancellation requests must be approved and follow the procedures as outlined in section III.C of this Agreement. Meal Plans are non-transferrable and may not be used by any other person at any time. Missed meals will not carry over to the following week and unused Flex\$ will not carry over to the following semester. No refunds are given for unused meal credits or unused Flex\$ remaining at the end of the Agreement term.

**D. Enhancement of Educational Experience**

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

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

The University shall provide water, trash, electricity, and/or gas services for the Premises. The University shall also provide online television and movie streaming services but makes no commitment to provide a specific inventory of streaming content. The University shall provide furnishings, which the Licensee shall take inventory with the condition thereof noted on the electronic Room Inventory, 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 and Renovation**

Construction and renovations 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 and dust in the area. University Housing Services will provide timely notification of construction or renovations whenever possible. By signing this Agreement, the Licensee agrees that they have been advised of possible construction or renovations and acknowledges disturbances and disruptions resulting from construction or renovations 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's on-campus residential mailbox. At times information may be posted in building lobbies or floor bulletin boards. The Licensee is responsible for checking these venues for Housing communications on a regular basis, and are responsible for being aware of the information and following instructions received through these messages.

**II. Obligations of Licensee**

## **A. Eligibility for Occupancy**

To maintain eligibility for occupancy during the academic calendar year period, the Licensee must be an enrolled student at California State University, Sacramento for a minimum of six (6) units during each semester. 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 entire academic calendar year period (Fall 2022 and Spring 2023 semester), unless a Spring only Agreement has been executed by the Licensee.
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. 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. Meal Plan Program**

Participation in the meal plan program is mandatory for all Licensees residing in University Housing Facilities at North Village. There are four meal plan options outlined below on a semester basis:

- **Unlimited Plan** -- available to all campus residents and includes an unlimited number of meals at the Dining Commons, \$100 in Flex\$, 100 meal exchanges for use at specific campus retail dining venues, and ten (10) guest meals.
- **Weekly 14 Plan** -- available to all campus residents and includes up to 14 meals weekly

at the Dining Commons, \$125 in Flex\$, 100 meal exchanges for use at specific campus retail dining venues, and ten (10) guest meals.

- **Weekly 10 Plan** -- available to all campus residents and includes up to 10 meals weekly at the Dining Commons, \$125 in Flex\$, 75 meal exchanges for use at specific campus retail dining venues, and five (5) guest meals.
- **Weekly 8 Plan** -- **available to campus residents of junior class standing or higher and who live in the American River Courtyard, or Riverview Hall.** It includes up to eight (8) meals weekly at the Dining Commons, \$50 in Flex\$, 50 meal exchanges for use at specific retail dining venues, and three (3) guest meals.
  1. **Flex\$:** Each Flex\$ has a \$1 cash equivalency and may be used at most dining venues. Please visit the Dining Services website for eligible venues.
  2. **Meal Exchange:** Meal Exchanges allow a meal swipe at the Dining Commons to be exchanged for a meal equivalent at certain retail dining venues. Please visit the Dining Services website for eligible venues.
  3. **Guest Meals:** Guest meals may be used to admit guests to the Dining Commons and used to supplement your weekly plan's visits to the Dining Commons.
  4. The Licensee shall present their Meal ID card to the food service staff upon entry into the Dining Commons and/or for the purpose of identification.
  5. The Licensee must relinquish possession of the meal card when requested by a food service staff member, as the Meal ID cards are the property of UEI.
  6. When dining at the Dining Commons, meals must be eaten in the Dining Commons. No food, dishes, or utensils may be removed from the building unless it is part of a "to-go" meal. Bag lunches and sick trays are available by special arrangement with UEI Dining Services staff only.
  7. All Dining facilities housed within North Village (Courtyard Market and Dining Commons) are part of the University Housing Services facilities. Thereby, all policies outlined in the University Housing Services policies and procedures apply.
  8. Students may purchase additional Flex dollars (Flex\$).
  9. The Licensee may request to change their Meal Plan choice once within 15 days after the beginning of each semester at no cost. If the Licensee requests to change their Meal Plan two or more times during a term, a \$30 administrative fee is assessed for each request. The administrative fee is waived if the Licensee is upgrading the Meal Plan.

#### **D. Rent and Fees**

1. The Licensee shall pay rent and meal plan 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. The cost of the Meal Plan will be determined by the plan selected. 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.

2. All payments must be made and receipted to the Licensee's University account on or before published deadlines. Licensee will be assessed a \$25 late fee for each missed due date as published.
3. In addition to the aforementioned fees, the Licensee shall pay a \$20 installment service fee if all installments for each semester are not paid in full by the first installment due date each term.
4. If the Licensee is awarded financial aid/scholarship funds and if there are such funds remaining after tuition, rent and Meal Plan 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 academic semester for which the financial aid is received. The Licensee shall be responsible for any rents, Meal Plan fees, or financial obligations that are not fully covered by the Licensee's Financial Aid award.
5. 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.
6. 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.
7. **Payment Deferrals**
  - a. The Licensee may request a Payment Deferral 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 deferral requests will not decrease the amount owed and only assist in the temporary delay of a payment due date.
  - b. The Licensee must have a qualifying Financial Aid award to be deemed eligible for approval of a Payment Deferral. A qualifying Financial Aid award must include accepted and disbursable funds eligible and applicable to cover the rent and meal plan fees owed. The Licensee must have a qualifying Financial Aid/scholarship award that is enough to cover the cost of attendance inclusive of, but not limited to, University tuition fees, and housing Rent and Fees owed. PLUS loans and 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 deferral 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.

#### **8. Meal Plan Service Fees**

In addition to the aforementioned Meal Plan fees, the Licensee shall be held to the fees specified below:

- a. In the event that the Licensee has an approved change of their Meal Plan two or more times during a term, a \$30 administrative fee will be assessed for each request. The administrative fee is waived if the Licensee is upgrading the Meal Plan to a higher priced plan.
- b. The Licensee shall be assessed \$10 for a lost or damaged meal card.

#### **E. 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. 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 not limited to damage, 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 which 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 are 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 commons area effected.
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 the 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 as to the securing, protecting, and insuring against damage of their personal property. As outlined in section IX 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 may purchase their own renter's insurance.

#### **F. 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-day period set forth in a three-day eviction notice, whichever comes first.

#### **G. 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) 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 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 for the full fee period of the license, including the entire amount owed that the Licensee agreed to pay for Board under this Agreement.
2. The Licensee is responsible for abiding by all University Housing Services policies and procedures, including later addendums. Detailed Housing policies can be found posted on the [Housing website](https://www.csus.edu/student-life/housing/) (<https://www.csus.edu/student-life/housing/>).

#### **H. 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, 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). Utilizing their online Housing Application, the



Licensee must attach all requested documents prior to the approved animal occupying the Premises. In the event the approved animal receives updated vaccinations while they are occupying the Premises, updated documentation must be provided to University Housing Services.

#### **I. COVID-19 Notice and Occupancy Requirements**

The Coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is a highly contagious disease which can spread easily and exponentially, and lead to severe illness or death. According to various public health organizations, persons of all ages are at risk.

An inherent risk of exposure to COVID-19 exists in any shared or public space where people are present, including on-campus housing. Sacramento State has taken and will continue to take various measures to address the health and safety of students residing in on-campus housing. However, those measures cannot completely eliminate the risk of exposure. Licensees who have elected to reside in on-campus housing will face a risk of exposure.

1. Licensee agrees to immediately notify Student Health and Counseling Services or designated University Housing Services staff members if they experience, at any time whatsoever, any symptoms associated with COVID-19, test positive for COVID-19, or believe they have come into personal or close contact with an individual infected with COVID-19.
2. Licensee acknowledges that a medical authority (that may be Student Health and Counseling Services) will determine if the Licensee is able to self-isolate or be referred to a healthcare facility, depending on how severe the Licensees symptoms are.
3. Licensee acknowledges that if they need to be transported to a healthcare facility, Student Health and Counseling Services or University Housing Services, will call appropriate medical transportation and alert medical professionals that the Licensee may have COVID-19.
4. Licensee agrees to comply with all directives, policies, and orders of California State University, Sacramento and the Board of Trustees of the California State University related to COVID-19, as may be amended from time to time during the term of this Agreement, including, but not limited to, all requirements for protective masking, physical distancing, testing, isolation, and quarantine.
5. Licensee agrees to comply with all applicable federal, state, and local public health laws, regulations, orders, and guidance related to COVID-19, as may be amended from time to time during the terms of this Agreement.
6. Licensee agrees to comply with any COVID-19 testing protocols that may be required by the University and to reasonably cooperate with the University in discharging Licensee's obligations under this section.
7. Licensee understands and agrees that additional COVID-19 immunization may be required in the future by the University as a condition of continued occupancy. In the event that the University determines that additional COVID-19 immunization be required for continued occupancy, Licensee agrees comply and provide

vaccination information within the time period and in the manner requested by the University.

**J. Health and Insurance**

During the period covered by this Agreement, it is highly encouraged that the Licensee obtains and maintains 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.

**K. Immunization Recommendations for On-Campus Housing**

The University strongly encourages all Licensees residing in University Housing facilities at North Village take the flu vaccination. Flu vaccines are expected to be available at the start of the academic year and will be offered by Student Health & Counseling Services (SHCS) to Licensees at no charge.

**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 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 the 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. In the event of University administrative necessity for license revocation (i.e. in rare cases of destruction or unavailability). Such conditions include, but are not limited to, damage caused by floods, mudslides, fire, earthquake, other natural disasters and vandalism; villi 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, and other events of similar type or import.
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 not less than fourteen (14) days' 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 Paying Housing Application Installment (\$250 Installment)**

The Licensee may cancel this Agreement for any reason before having made payment of the \$250 Housing Application Installment. A cancellation request must be submitted through the online housing portal prior to payment. Approved cancellations that occur prior to the payment of the Housing Application Installment are not assessed the cancellation fee.

#### **2. Cancellation Prior to Published Cancellation Deadlines After Paying Housing Application Installment (\$250 Installment)**

The Licensee may cancel this Agreement for any reason prior to the published cancellation deadlines outlined below. Upon the approval of the cancellation request, the Licensee shall be assessed a \$250 cancellation fee, covering cancellation of both the rental portion of the Agreement, and the meal plan (board) portion of the Agreement.

##### **Cancellation Deadlines**

##### **a. Academic Calendar Year Agreement: **Friday, June 10, 2022****

\*Note: The Academic Calendar Year Agreement cancellation deadline applies to Agreements with or without the 9-Month License Agreement Addendum.

##### **b. Spring Only Agreement: **Monday, December 19, 2022****

#### **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 compelling reasons for cancellation along 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 reason thereof. The Licensee may request the cancellation of this Agreement by submitting in writing a "Request to Cancel" form. Any such request must include a detailed statement of compelling reasons for cancellation along 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 \$250 cancellation fee covering the cancellation of both the rental portion of the Agreement, and \$75 the meal plan (Board) portion of the Agreement. In addition to the cancellation fee,

the Licensee shall be charged a prorated daily rate for rent and meal plan charges for dates of occupancy, to include the thirty (30) day notice period if applicable. During the thirty (30) day notice period for which the prorated or actual charges are applied, the Licensee may continue using their meal plan.

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 Licensee of the obligation to pay for amounts owed under section II.D.6 above.

**6. Denied Cancellations**

In the event that a request to cancel 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 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 cancelled, the Licensee will be charged according to section III.C (3-6).

**8. Meal Plan Cancellations**

- a. If the Licensee has been approved to cancel the Agreement, the Meal Plan will be automatically canceled as outlined in section III.C.

**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 responsible to pay all rental and meal plan obligations owing under this Agreement, so long as the University does not terminate Licensee's right to an assigned bed space.

**2. Obligation of Agreement**

In the event of the termination of this Agreement by 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 and meal plan obligations under this Agreement, pursuant to campus regulations and with 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 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 performance 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 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 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 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. Licensee should allow approximately two to three weeks after vacating the Premises for the processing of refund paperwork by the University.

### **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 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 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 through the Housing Application process. Please note, payment is made directly through the suggested vendor GradGuard. For additional information, please visit the GradGuard page within the online Housing Application.

**VII. 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. For information on the specific charges go to [City of Sacramento Fee Charge Search page](https://www.cityofsacramento.org/Online-Services/FeeChargeSearch) (<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/) (<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 public via website maintained by the Department of Justice at the [Megan's Law webpage](http://www.meganslaw.ca.gov) (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 [Housing website](https://www.csus.edu/student-life/housing/) (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 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 written permission of the University.