

2009-2010 Student Housing License Agreement, Terms and Conditions

The person identified in Section 1 below (Licensee) hereby enters into an agreement with California State University of San Bernardino to occupy a bed space for the term specified in Section 2. Licensee agrees to make all payments due as specified in the Payment Plan selected in Section 3. Incorrect or incomplete information and/or missing signatures and payments will delay the processing of your License Agreement.

The Office of Housing and Residential Life does not discriminate on the basis of race, color, national origin, religion, sex, affiliation /sexual orientation, or disability in any of its policies, procedures, or practices. This non-discrimination policy covers assignments as well as access to programs and activities.

1. Personal Information (Please Print Legibly)	
Name _____ Last First Middle	
Coyote ID _____ Required	Date of Birth ____/____/____ Month Day Year
Age _____ <input type="checkbox"/> Male <input type="checkbox"/> Female	
Current Address _____ Street City State Zip	
Permanent Address _____ Street City State Zip	
Home Phone() _____	Alternate E-mail _____
Cell Phone () _____	School E-mail _____
Passport/State ID/DL# _____	State Issued _____ I am 18 years of age or older: <input type="checkbox"/> Yes <input type="checkbox"/> No
“Refer-A-Friend” New Licensees Only (Returning Residents Not Eligible)	
I Was Referred By: Name: _____ Coyote ID# _____	
2. License Agreement: I am applying for: <input type="checkbox"/> Academic Year (Sept. 2009-June 2010) <input type="checkbox"/> 12 Months (June 2009 – June 2010) <input type="checkbox"/> Summer Session (circle desired session) 6W1 6W2 Regular	3. Payment Plan: (choose one) Please see Housing License Fee Schedule. (Meal Plan not included). <input type="checkbox"/> Quarterly <input type="checkbox"/> Installment Plan (includes Financial Aid Recipients) I will receive Financial Aid from CSUSB: <input type="checkbox"/> Yes <input type="checkbox"/> No <small><input type="checkbox"/> Check this box if you do not authorize deduction of fees from financial aid. (This will require you to personally make housing payments rather than having them automatically deducted from your student account. Housing fees for each time period are due in advance.</small>
4. Agreement: By signing below, Licensee agrees to this Student Housing License Agreement plus the Terms, Rate Tables, Policies and Regulations specified in the Student Handbook booklet. I (we) have read and understand the entire contents of both parts of the License Agreement. To the best of my knowledge and belief, the information provided on this Agreement is true, correct, and complete.	
Student Signature: _____ Date: _____	
Parent Signature: _____ Date: _____ <i>(Required for students under 18 years of age)</i>	
For Office Use: This Student Housing License Agreement is hereby accepted by the University.	
Signed: _____ Date: _____	

Terms and Conditions

I. Agreement and Fees

- A. This license Agreement is entered into between the Trustees of the California State University by California State University, San Bernardino, hereinafter called “University,” and the above named person, hereinafter called “Licensee.”
- B. In consideration for the right to occupy an assigned bed space within the housing facility at University, Licensee agrees to make the appropriate payments to University as shown on the 2009-10 Housing License Fee Payment Schedule. For licensees who choose a unit without a kitchen (Serrano Village), the purchase of an available meal plan option is required.
- C. An initial payment is due with this returned sign License. Licensees entering after the beginning of the fee period will be charged a pro rata fee for the balance of the fee period.
- D. The Licensee authorizes any fees owed to the University to be deducted from federal, state, and/or institutional financial aid. All payments to Licensee’s University account are applied to the oldest debt on record. Hence, payments intended to cover housing fees may be applied to other outstanding charges in Licensee’s University account (i.e. tuition, user fees, etc.) if those items pre-date the housing fee due date.
- E. A nonrefundable service fee of \$5 per installment will be charged for housing if Licensee elects to pay rental charges on the installment plan.
- F. Licensees who are late in payment of any fees will be assessed a late fee of \$10. It is the responsibility of the Licensee to see that housing fees are paid by the due dates on the payment schedule.
- G. Licensee understands that Licensee agrees to reside within housing facility for the entire academic year or balance thereof. The 2009-10 academic year is from September 20, 2009 to June 18, 2010.
- H. Space is not guaranteed until a countersigned copy of this agreement and written confirmation from University is sent to Licensee.
- I. Licensee and University agree to adhere to the terms and conditions set forth in this Housing License Agreement.

II. Occupancy

- A. University hereby grants to Licensee permission to occupy a bed space within the housing facility for the “License Term” and corresponding to the specific fee period as outlined in the Villages at CSUSB Calendar and Fee Schedule unless terminated under the provision of this license agreement.

- B. University reserves the right to terminate the License of any Licensee who does not check into housing within 14 days of the beginning of the “License Term” and corresponding to the specific fee period as outlined in the Villages at CSUSB Calendar and Fee Schedule. Charges will continue each day on a pro rata basis until Licensee’s space can be filled with a suitable replacement.
- C. The University shall assign Licensee to a specific bedspace within the facilities. The University reserves the right to change room assignments, assign a new Licensee, or reassign a current Licensee to an unoccupied bedspace at any time, and/or consolidate vacancies in the interest of health, discipline, occupancy, or for general welfare of the Licensee.
- D. Priority for housing will be given to University students. University reserves the right to house others on a space available basis.
- E. Licensee shall vacate the facility on the expiration of the license period or upon revocation of this license agreement, whichever occurs first.
- F. An Improper Check-Out Fee of \$100 may be imposed on Licensee in the event that Licensee does not follow appropriate vacating procedures.

III. Enhancement of Education Experience

- A. University shall maintain a professional staff to work with students to develop a community concept within the housing facility to enhance students’ education experience at University. University shall provide opportunity for input by Licensee into the development of the community. The facility shall be operated to enhance the social, educational, and recreational experiences available to Licensee.
- B. Licensee agrees to recognize the importance of maintaining the housing facility as an environment that is conducive for fellow students to study, live, and sleep. Licensee agrees not to disturb this environment.

IV. Terms and Conditions

- A. The license agreement is subject to regulations included in Title 5 of the California Code of Regulations, Sections 42000-42024. A copy of these regulations is available upon request or available online at www.oal.ca.gov.
- B. Licensee agrees to comply with policies, regulations, and procedures included as part of this agreement, the Resident Handbook, and any subsequent amendments.
- C. This License Agreement shall not be assigned or sublet.
- D. Licensee shall permit no visitors or guests to enter the housing facility except as permitted by the Housing and Residential Life Policies.
- E. It is understood and agreed by Licensee and University that no lease or

any other interest in real property is created by this Agreement.

- F. University may transact business, i.e. refund housing fees, with a minor unless otherwise directed in writing by the parent/guardian of Licensee.
- G. University assumes no responsibility for any property of Licensee that is stolen, damaged, or destroyed in the housing facility at any time, including periods when Licensee is not in occupancy or after the term of the occupancy has expired.
- H. Licensee is required to have health insurance.
- I. In the event that there is a significant increase in utility charges to the University, the University reserves the right to impose a utility energy surcharge of no more than 5% of the cost of the Licensee's rent.
- J. To maintain eligibility for occupancy within housing facilities, Licensee must maintain full-time enrollment at the University. The Director of Office of Housing and Residential Life may grant exceptions.
- K. To maintain eligibility for summer academic terms, Licensee must meet one of the following standards, unless an exception is granted by the Director of Housing and Residential Life or his/her designee:
 - 1. Enrollment at University for 3 or more units.
 - 2. Employment by University during summer term.
 - 3. Enrollment at University during the prior quarter and full-time enrollment at University for the following fall quarter.

V. Maintenance of Premises

- A. University shall provide Licensee with furnishings as noted on the Room Condition Inventory. Licensee agrees to give reasonable care to living unit and its furnishings and to make payment for any damage or loss promptly upon demand by University. Licensee shall vacate unit in good order and repair, normal reasonable wear and tear expected. It is the Licensee's responsibility to clean a proportionate share of the living unit's common areas. In the event Licensee fails to maintain the unit in good order and repair, Licensee shall pay University reasonable costs incurred in returning the unit to a condition of good order and repair.
- B. Licensee shall make no alteration to the housing facility without the permission of University. Any structural addition or alteration is prohibited without written permission of the University.
- C. Licensee shall not possess any highly flammable material, firearm, ammunition, fireworks, explosives, bb device (penal code 12001), dangerous weapons (penal code 12020), any type of sling shot device, paint ball gun, or any other material or instrument which, in the opinion of University authorities, pose an unreasonable risk of damage or injury.
- D. Licensee agrees to the proper use of damage and fire safety measures provided by University.
- E. Licensee agrees to be jointly responsible with other Licenses for protection of the common area furnishings, equipment, and physical plant. Damage or loss of common area furnishings unless specifically assigned to individuals shall be equally divided among all members of the living group who have reasonable access to the common area.
- F. Directors of the State of California concerning energy conservation will be obeyed; therefore, air conditioning is not guaranteed and other utilities may be limited.

VI. Cancellation by Licensee Prior to License Fee Period

- A. Licensee may cancel a reservation by giving written notice to University at least 30 days prior to the beginning of the occupancy period.
- B. A request to cancel a reservation less than 30 days prior to the beginning of the occupancy period shall include Licensee's statement of reasons. University may exercise its discretion to grant or deny the request and Licensee may be required to provide appropriate verification of conditions supporting cancellation of the license. The charges will be prorated if a replacement acceptable to University is found. The conditions which most frequently have resulted in University agreeing to cancellation of the License are:
 - 1. End of Licensee's student status
 - 2. Marriage
 - 3. Extreme Hardship
- C. As to these conditions, University may require the following cancellation terms: For Licensee who does not enroll at University, a pro rate charge will be made for each day beyond commencement of the occupancy period for which the 30-day notice overlaps, plus non-refundable fees. For Licensee remaining enrolled at University, charges will be assessed depending on University decision to grant or deny the request for cancellation of the license. If granted, a pro rate charge will be made for each day beyond commencement of the occupancy period for which the 30-day notice overlaps. If denied, Licensee may be held for rent charges equivalent to 90 days beyond the date of receipt of written notice plus non-refundable fees.

VII. Cancellation by Licensee After License Fee Period

- A. Licensee who requests to vacate the housing facility shall give at least thirty (30) days written notice of intention and the reason therefore. University may grant or deny a request. Licensee is aware that University must approve requests before agreement is terminated.
- B. The determination will be based on the following standards, with appropriate verification:
 - 1. End of Student Status
 - 2. Marriage
 - 3. Extreme HardshipLicensee's withdrawal from University and subsequent revocation of this agreement will result in a thirty (30) day charge starting from the date of Licensee vacating the facility. For Licensee remaining enrolled at University, charges will be assessed depending on University decision to grant or deny the request for cancellation of the license. If granted, licensee shall owe an amount equal to a prorated charge for each day from the beginning of the fee period, through the end of the required notice period, plus any charge authorized by Section, 42021(Title 5). If denied, Licensee may be held for rent charges equivalent to 90 days beyond the date of checkout plus non-refundable fees. In any case, the charges will be prorated if a replacement acceptable to the University is found. Any 12-month Licensee whose cancellation request is approved will be prorated to the full academic year housing rate.

VIII. Revocation of License Agreement

- A. University may revoke Agreement upon the following condition:
 - 1. In the event of misconduct as listed in Title 5, California Code of Regulations.
 - 2. Licensee's breach of any term or condition of this License Agreement, including failure to abide by Housing & Residential Life Policies, or including failure to pay required fees in a timely manner.
 - 3. Violation of State or Federal Law
 - 4. Failure of Licensee to maintain status as a full-time student at University
 - 5. Licensee's breach of any term or condition of this License Agreement, including failure to pay required fees
 - 6. Administrative necessity of University.
- B. University shall provide Licensee no less than three (3) days notice in the event of an occurrence described in subsections (1), (2), (3), or (4) and not less than fourteen (14) days written notice in the event of an occurrence described in subsection (5) except in cases of emergency.
- C. Licensee may be held to a minimum of 30-days upon revocation of license. Licensee may be responsible for the full term of the contract.

IX. Abandonment or Termination By Licensee

Except as permitted in section VI or VII, termination of Agreement or abandonment of premises by Licensee shall not release Licensee from paying any obligation due the University for so long as University does not terminate Licensee's right to an assigned bed space. 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, which consent shall not unreasonably be withheld. University may donate, destroy, or discard abandonment of personal belongings 30 days from date of agreement cancellation.

X. 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 Agreement is made, Licensee shall be entitled to a pro rated refund of fees applicable to periods after Licensee was required to vacate. Such conditions include but are not limited to damage caused by floods, slides, fire, earthquake, other natural disasters 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 drop results in an overbooking of available housing facilities.

XI. Refunds

University shall authorize refunds only as provided for in Title 5 of the *California Code of Regulations*.

XII. Treatment of Indebtedness

Failure of Licensee to satisfy the financial obligations of this Agreement may result in the following:

- 1. Imposition of a late fee, in accordance with the fee schedule
- 2. Revocation of the License Agreement
- 3. Eviction
- 4. Withholding of University services pursuant to Title 5, California Code of Regulations. This includes:
 - a. Withholding official transcripts
 - b. Denial of registration
- 5. Offset of paychecks, loans, grants or scholarships payable through University, and/or income tax refunds through the Franchise Tax Board.
- 6. Notification of default to credit bureau organizations and other reasonable agencies.
- 7. Legal action to collect unpaid obligations, including use of a collection agency to retrieve payment. This may result in Licensee being charged for the costs associated with the collection of an outstanding account, including but not limited to, collection and legal costs.
- 8. By signing the License Agreement, Licensee consents to the release of information from student records to non-University third parties such as credit bureaus, credit gathering organizations, skip tracers, billing agencies, collection agencies, legal counsel, parents, and employees which may, in the judgment of University, be necessary or helpful in the collection of delinquent obligation arising out of the agreement.

XIII. Right of Entry

University shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance of facilities, management of applicable rules and regulations, or for any other lawful purpose. University shall exercise these rights reasonably and with respect for Licensee's right to be free from unreasonable searches and intrusions into study or privacy. (During break periods, cleaning, repairs and/or construction projections may be necessary.) Projects requiring entry into Licensee's assigned room will result in University notifying Licensee in advance, whenever possible. Licensee shall be responsible for safeguarding his/her belongings.

XIV. Insurance

- A. During the period covered by this license agreement, Licensee is required to obtain health and accident insurance, on either an individual or group basis, with minimum coverage of \$2,000 in hospital benefits, \$150 in medical benefits, \$350 in surgical benefits, and \$50 in emergency outpatient benefits per accident or sickness.
- B. University has no insurance to cover the personal or property damage of Licensee. Therefore, University highly recommends that Licensee obtain insurance, such as a renter's policy.

XV. 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.

XVI. Taxable Possessory Interest

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