



**Department of Housing
and Residential Education**

This License Agreement (contract) is entered into between the Trustees of the California State University by California State University, San Bernardino (CSUSB), hereafter referred to as "University," and the housing applicant, hereafter referred to as "Licensee."

The License Agreement is subject to and incorporates the regulations contained in Title 5 of the California Code of Regulations, Sections 42000-42103 (<http://www.calstate.edu/Title5/>), the CSUSB Standards for Student Conduct (<https://www.csusb.edu/student-affairs/dean-students/student-conduct-and-ethical-development>), and the Resident Handbook (<https://www.csusb.edu/housing/current-residents/resident-handbook>).

This License Agreement supersedes all prior License Agreements that may have been issued for the 2020-2021 academic year.

Housing Terms and Conditions

I. Eligibility

- a. To qualify for a space in the residence halls or on-campus apartments, a student must be enrolled in an academic program at CSUSB. Students must satisfy one of the following statuses:
 - i. Each term, undergraduates must be enrolled in at least six (6) credits; Graduate students must be enrolled in at least three (3) credits;
 - ii. Be admitted on conditional or transitory status;
 - iii. Other conditions with written approval of the University.
- b. The University may revoke the License Agreement if Licensee fails to meet the eligibility requirement. If the Licensee's provisional student admission is rescinded, or the Licensee is disqualified between semesters, the Licensee is responsible for notifying CSUSB Department of Housing and Residential Education (DHRE) immediately in writing.

II. Agreement and Fees

- a. The Housing License Agreement is a binding agreement between CSUSB, DHRE, and the Licensee. This contract is a full Academic Year Contract or Spring-Only Contract.
- b. The Licensee is responsible for both Fall and Spring Semester room rent. Students applying for Spring-Only are responsible for the full Spring Semester rent charge.
- c. The Licensee is obligated to this agreement for the contract period, unless the Licensee's contract is approved for cancellation (see section VI. Cancellation).
- d. If the Licensee is under 18 years of age at the time of agreeing to this License Agreement, the Licensee's parent or court appointed guardian must guarantee Licensee's obligation pursuant to the Student Housing License Agreement through the completion of the Minor Guarantor Agreement.
- e. Exact balance due will be determined by final room type assignment. Room rates are published on the DHRE website (<https://www.csusb.edu/housing/getting-started/housing-rates-payment-information>).
- f. Contract Period
 - i. Academic Year: Sunday, August 16, 2020 through Saturday, May 22, 2021.
 - ii. Spring-Only: Friday, January 22, 2021 through Saturday, May 22, 2021.
- g. Fee Period
 - iii. Academic Year: The Academic Year is divided into semester fee installments (2):
 - i. Sunday, August 16, 2020 through Saturday, December 12, 2020.
 - ii. Sunday, January 24, 2021 through Saturday, May 22, 2021.
 - iv. Spring-Only: Friday, January 22, 2021 through Saturday, May 22, 2021.
- h. Payment Schedule

- i. Licensee agrees to review account balance information regularly through their MyCoyote Account and make payment on or before published due dates, reflective of tuition deadlines.
- ii. Remaining financial aid/scholarship funds after tuition fees are paid will be automatically applied to charges on the student account, including housing rent/fees.

III. Occupancy

- a. Occupancy Period
 - i. Academic Year: University hereby grants to Licensee permission to potentially occupy an assigned space within the housing facility as a Licensee for the 2020-2021 academic year beginning on Sunday, August 16, 2020 and ending by 12pm Saturday, May 22, 2021, unless sooner terminated under the provisions of this License Agreement.
 - ii. Spring Only: Spring 2021 occupancy may begin on Friday, January 22, 2021, and ending by 12pm Saturday, May 22, 2021, unless sooner terminated under the provisions of this License Agreement.
 - iii. Due to COVID-19 precautions and safety measures, Licensee is required to sign up for a move-in appointment time for the week of Sunday, August 16, 2020 – Sunday, August 23, 2020 during the fall semester. Additional precautions and safety measures may be issued for Spring move-in and any moveout period.
- b. Occupancy of Bed Space
 - i. University shall assign each Licensee to a specific bed space within the facilities. University reserves the right to change room assignments, assign a new Licensee, or reassign a current Licensee to any unoccupied bed space at any time, and/or consolidate vacancies in the interest of health, discipline, occupancy, or for the general welfare of the Licensee.
 - ii. Licensee shall vacate the housing facility on the expiration of the license period, or upon revocation of this License Agreement. Licensee who withdraw from the University or have their license revoked must vacate the residence halls within three (3) calendar days unless a DHRE administrator grants special permission for a longer stay.
 - iii. Licensee may not sub-lease space to another individual.
- c. Unclaimed Space
 - i. Failure to check-in and claim assigned housing space or to make alternative arrangements for late move in by 5pm Friday of the first week of instruction may result in cancellation of the License Agreement.
- d. Use of Premises
 - i. 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.
- e. Room and Hall Assignment and Changes
 - i. The University shall assign each Licensee a bed space in a particular room. Specific assignment may be changed from time to time based on the needs of the Licensee and/or DHRE.
 - ii. Where possible, the University will accommodate the Licensee's request.
 - iii. Room and hall changes may only occur as directed by the DHRE staff, or as requested by a Licensee and approved by DHRE staff.
 - iv. 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.
 - v. Licensee shall consolidate (move or have someone move into their room) when directed based on their room having an open bed space.
 - vi. Licensee may have the option to “buy out” the open bed space turning the room into a single room depending on space and departmental needs.
- f. Checking In and Out

- i. When checking into the residence hall, Licensee must complete an online Room Condition Inventory (RCI) upon inspection of the room. This must be submitted within 48 hours of occupancy.
- ii. When checking out of the housing facility, Licensee must return the room to the original configuration and condition; turn in all keys, and key cards; 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 staff and read DHRE communication for proper check-out procedures); failure to do so may result in improper checkout charges.

IV. Maintenance of Premises

- a. The University shall provide Licensee with a fully furnished room/apartment. The Licensee will have the opportunity to note the condition of the room and furniture during the check-in process on the Room Condition Inventory (RCI). Licensee agrees to give reasonable care to the living unit and 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 excluded. 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. Licensee shall make no alteration or addition to the housing facility, structure, and/or furnishings without the permission of the University. Furniture assigned to space cannot be removed from designated space. Licensee who has made alterations to the premises will incur all fees associated with the cost of returning the premises to the original condition as determined by the University.
- c. Public areas and community bathroom facilities which are shared by residents in the building will be maintained by the custodial staff. Living areas and bathroom facilities which are located within the room or apartment must be cleaned and maintained by the residents of the unit.
- 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.

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, management of applicable rules and regulations, occupancy checks, or for any other 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. The University will lock all bedroom and exterior doors upon exiting the premises; the University shall not be responsible for, nor wave, lock out fees assessed to Licensee.

VI. Cancellation of License Agreement (by Licensee)

The Licensee must request to cancel a reserved or occupied bed space by giving written notice to the University through the online Housing Portal.

- a. Cancellation Deadline: The Licensee may cancel their Housing License Agreement online through the Housing Portal at any time.
- b. Cancellation request by minors: In the event the Licensee is under the age of 18 at the time the Student Housing License Agreement is executed, the request for cancellation of the License Agreement must be accompanied by the written consent of a parent or guardian.
- c. Fees and refunds
 - i. Improper check out fees, if applicable. Licensee is responsible for arranging and completing all necessary check-out procedures, including return of key(s) through DHRE communicated methods.
 - ii. Licensees whom cancel will be refunded prorated rent based on date of check out as determined when keys are returned if within the first fee period of the License Agreement.

- iii. Licensees vacating from on-campus housing after the Fall fee period will be charged the daily rate for all days the space remains occupied (even with belongings) after 12pm Saturday, December 12, 2020. It is advised that students checkout by Saturday, December 12, 2020 if they do not intend to continue for the spring semester.
- iv. Refunds are made to the student account and may take up to two (2) weeks following check out for charges to update.

VII. Revocation of License Agreement (by University)

- a. The University may revoke this License Agreement upon the following conditions:
 - i. In the event of misconduct listed in the subsection 41301, Title 5, California Code of Regulations.
 - ii. Failure of Licensee to maintain status as a student at the University. Undergraduate Licensee must be enrolled in six (6) or more credits; Graduate Licensee must be enrolled in at least three (3) credits to be eligible to live on campus.
 - iii. Licensee's breach of any term or condition of this License Agreement, appendices, or resident handbook policies, including failure to pay required fees.
 - iv. Administrative necessity of the University, including cases of destruction or unavailability.
- b. The University shall give Licensees not less than three (3) days written notice in the event of an occurrence described in Article VII subsections (a.i), (a.ii), or (a.iii); in the event of an occurrence described in Article VII subsection (a.iv) the University shall grant licensees not less than fourteen (14) day notice except in cases of emergency.
- c. Revocation of this Student Housing License Agreement shall not release Licensee from paying any obligation due to the University for the period of occupancy. Licensee is financially responsible for all fees through the date of revocation by the University. Additional fees may be assessed if the University is unable to replace Licensee without incurring financial loss.

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, and another bed space is not available, the Licensee shall be entitled to a prorated 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. Abandonment 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 cancellation 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.
- c. Failure to comply with outlined instructions regarding vacating the premises could result in a fee, in accordance with the fee schedule. Abandoned premises shall have secondary priority for replacement after students who completed a request for Student Housing License Agreement cancellation.

X. Disposition of Property

- a. Any property of Licensee remaining in the student housing facility after abandonment, termination, eviction, or revocation of this license may be removed and stored by the University at the expense and risk of the Licensee and will be disposed of pursuant to the laws of the State of California as outlined in Title 5, Section 42375, entitled Care, Restitution, Sale or Destruction of Lost Property, and Section 42376,

entitled Proceeds of Sale. Property may be claimed by Licensee or authorized agent upon payment of storage charge in full.

XI. Interruptions of Service and Construction

- a. The University is not responsible for the continuation of mail, heating, maintenance, or security service at normal levels in the event of a natural disaster, strike, or lockout of public employees or suppliers' employees, power, water, or sewer interruptions from on- or off-campus sources, or in the event of other causal events beyond the university's control or reasonable anticipation.
- b. The University is not responsible for construction noise or disruptions associated with nearby construction sites or activity.
- c. By signing this License Agreement, the student agrees that they have been advised of possible disturbances and disruptions which are not grounds for termination of this agreement, adjustment in room costs, or reimbursement for personal items.

XII. Treatment of Indebtedness

Failure of Licensee to satisfy the financial obligations of this License Agreement may result in one or more of the following:

- a. Imposition of a late fee in accordance with the fee schedule.
- b. 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.
- c. Offset of paychecks, loans, grants, or scholarship payable through the University, and/or income tax refunds or rebates.
- d. Revocation of the License Agreement / Eviction with financial penalties.
- e. Employment of a collection agency to collect all delinquent amounts. Any attorney fees and other reasonable collection costs and charges accrued during the collection of said amounts are the responsibility of the Licensee.
- f. Legal action to collect unpaid obligations.

XIII. Refunds

University shall authorize refunds as provided for in Title 5, California Code of Regulations and the Housing License Agreement. License should allow approximately two (2) to three (3) weeks after move out for processing of refund by the University.

XIV. Insurance

- 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.
- b. 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.

XV. Student Conduct

- a. Licensee agrees to comply with DHRE policies, regulations, and procedures included as part of this agreement, the Resident Handbook, and any subsequent amendments. Detailed policies can be found in the Resident Handbook.
- b. Document Conflict: In the event of a conflict between the license, terms and conditions, handbook, and CSU policies, the more stringent and severe document, rule, or regulation will be enforced.

XVI. Mail Services

- a. DHRE Mail Room services are available to Licensee for receiving mail and packages during the occupancy period.

- b. Licensee is responsible for checking for mail and packages.
- c. CSUSB and DHRE are not responsible for lost or stolen items, condition of mail upon receipt, or delays in delivery or pick up.

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. Force Majeure

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

XIX. COVID-19

- a. Licensee and University acknowledge that the full impact of COVID-19 is not currently known or 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 the Force Majeure clause of this Agreement 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 this 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 Licensee occupied the Premises.
- b. In the event that Licensee is unable to occupy the Premises due to circumstances related to COVID-19, the University will provide Licensee with prorated refunds for any license fee amounts representing the time period during which Licensee was unable to occupy the Premises due to circumstances related to COVID-19.

Disclosures

XX. 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.

XXI. Clery Disclosure

In compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, CSUSB has made crime reporting statistics available online at the CSUSB University Police Department website (<https://www.csusb.edu/police/annual-security-reports>).

XXII. Megan's Law Disclosure

- a. Pursuant to Section 290.46 of the Penal Code, information about specific registered sex offenders is made available to public via Internet Website maintained by the Department of Justice at www.meganslaw.ca.gov. CSUSB disclosure of Megan's Law is available at the CSUSB University Police Department website (<https://www.csusb.edu/police/services/megan%E2%80%99s-law>).
- b. 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.

XXIII. Annual Fire Safety Report

DHRE publishes the annual Fire Safety Report for the residential community. The report includes: 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. CSUSB has made the Annual Fire Safety Report available online at the CSUSB University Police Department website (<https://www.csusb.edu/police/annual-security-reports>).

XXIV. Emergency Preparedness

- a. All residents are advised to have an emergency plan. It is recommended that each resident maintain an emergency supply kit consisting of a first aid kit, three-day supply of water, non-perishable food, battery operated radio and flashlight, extra batteries, portable electronic device charger, gloves, and medications.