



Department of Housing
and Residential Education

Student Housing License Agreement 2024-2025

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, the CSUSB Standards for Student Conduct, and the Resident Handbook.

By completing and acknowledging the Student Housing License Agreement, you agree to the terms and conditions, policies, and regulations that govern all residence hall and on-campus apartment occupants.

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. Enrollment: Undergraduate students must be enrolled in at least six (6) credits; graduate students must be enrolled in at least three (3) credits.
 - ii. Admission: Student must be admitted on conditional or transitory status.
 - iii. Other: Individual must satisfy 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 If the Licensee's provisional student admission is rescinded, or the Licensee is disqualified between semesters, the Licensee is responsible for notifying CSUSB Department of Housing and Residential Education (DHRE)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 agreement is a full Academic Year term or a Spring-Only term.
- B. The Licensee is responsible for both Fall and Spring Semester housing fees. Students applying for Spring-Only are responsible for Spring Semester housing fees.
- C. The Licensee is obligated to this agreement for the license period unless the Licensee's agreement is approved for cancellation (see Article IV, Cancellation of License Agreement).
- 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 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. Confirmation by Prepayment
 - i. A non-refundable \$100 prepayment must be submitted prior to the start of the agreement term; failure to submit the prepayment may result in cancellation of the room assignment and/or cancellation of the application.
 - ii. The non-refundable prepayment is required to confirm reservation and acceptance of a placement within CSUSB Housing; it is applied to the first fee period of the Housing License Agreement.
 - iii. The Licensee is not entitled to a refund of the prepayment should the license agreement be cancelled and/or the student is not enrolled at CSUSB.
- G. License Agreement Term Dates
 - i. Academic Year Term: Thursday, August 22, 2024, through Sunday, May 18, 2025, at 12pm (inclusive of winter intersession).
 - ii. Spring-Only Term: Friday, January 17, 2025, through Sunday, May 18, 2025, at 12pm.

H. Fee Periods

- i. Fall 2024: Thursday, August 22, 2024, through Sunday, December 15, 2024 at 12pm.
- ii. Winter Intersession 2024-2025: Sunday, December 15, 2024, through Thursday, January 16, 2025, is included for no additional cost with the Academic Year Term.
 - a. Residents who are approved for cancellation prior to Spring will be charged for any days beyond Fall period for cancelled agreements with the applicable daily rate listed in Article III, Section G of this document.
- iii. Spring 2025: Friday, January 17, 2025, through Sunday, May 18, 2025 at 12pm.

I. Fee Installments

- i. Housing Fee installment dates reflect CSUSB tuition fee due dates, as determined by Student Financial Services.
- ii. Academic Year Term: The Academic Year is divided into (2) semester fee installments:
 - a. Fall 2024 Term: August 15, 2024
 - b. Spring 2025 Term: January 14, 2025
- iii. Spring-Only Term: January 14, 2025

J. 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, inclusive of housing fees.

K. Early Application Rate

- i. Licensee who applied by the specified early application date AND who will be in on-campus housing the entire 2024-2025 Academic Term Dates is eligible.
- ii. Early application rate adjustment will be reflected on the Spring 2025 Term housing fee installment.

L. Adjustments to Housing Fees for Alternate Move-In Dates

- i. When a room assignment offer from DHRE occurs after the first week of classes, mutually agreed upon occupancy starting between September 3, 2024, through November 15, 2024, will be prorated using the academic year daily rate listed in Article III, Section G.
- ii. November 16, 2024, through January 16, 2025, are considered early spring occupancy and will be charged at the spring term daily rate. Approval to move in during this time period is limited and at complete discretion of the University.

M. Utilities

- i. The following utilities are included in the housing fee: water/sewage, electricity, garbage/waste disposal, internet, and other utilities and services supplied to the premises.
- ii. Licensee agrees utilities are intended for normal residential use. Evidence of excessive use may result in notice, reimbursement of additional costs, and/or revocation of the Housing License Agreement.
- iii. University/DHRE shall not be liable for any interruption or failure of utility service on the premises and Licensee shall have no rights or claims as a result of any such failure.

N. Meal Plans

- i. All residents who reside in Coyote Village must purchase a mandatory meal plan for the entire term of their Housing License Agreement.
 - a. Residents will make a Yotie Eats meal plan selection following completion of the Housing License Agreement.
 - b. All other inquiries (cancellation, dietary needs, meal swipe and dining dollar balances, etc.) regarding the meal plan must be directed to Yotie Eats.
- ii. Residents who live in Arrowhead Village and University Village may purchase a voluntary meal plan directly through Yotie Eats.

III. Occupancy

A. Occupancy Period

- i. Academic Year: University hereby grants to Licensee permission to occupy an assigned space within the housing facility as a Licensee for the 2024-2025 academic year, beginning on Thursday, August 22, 2024, and ending by 12pm on Sunday, May 18, 2025.
 - a. Winter Intersession/Break: Winter Intersession/Break housing occupancy begins on Sunday, December 15, 2024 and concludes on Friday, January 17, 2025, and is included with the Academic Year term.
 - b. Approved Early Termination of the Housing License Agreement: Should Licensee request to cancel the

Housing License Agreement or otherwise be terminated from housing occupancy beyond the Fall 2024 term, the occupancy period will end at 12pm on Sunday, December 15, 2024.

- ii. Spring Only: Spring 2025 occupancy begins on Friday, January 17, 2025, and ends by 12pm on Sunday, May 18, 2025 unless sooner terminated under the provisions of the Housing License Agreement.
- iii. Licensee is required to sign up for a move-in appointment time prior to moving in. Additional precautions and safety measures may be issued for any move-in and move-out 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. University reserves the right to 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 the Housing License Agreement. Licensee who withdraws from the University or has their Housing License Agreement revoked must vacate their assigned residential space within three (3) calendar days unless a DHRE administrator grants written permission for additional days of occupancy.
- iii. Occupancy of the housing facility after the license period, revocation of the Housing License Agreement, or published Housing Fee period will be charged at the applicable daily rate listed in Article III, Section G. University reserves the right to assign improper checkout fees to Licensee for late or incomplete checkout.
- iv. Licensee may not sub-lease space to another individual and may not list the residential unit on a room-sharing or home-sharing platform or application. Licensee agrees to policies regarding guests in the residential space as specified in the Resident Handbook and agrees that Licensee will be the sole occupant of the space.

C. Unclaimed Space

- i. Failure to check-in and claim assigned housing space, or failure to make alternative arrangements for late move-in within five (5) business days of the specified move-in date may result in revocation of the Housing License Agreement. Move-in dates are listed in Article II, Sections G and K as applicable. Financial penalties may apply in accordance with Article V, section C.

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 residential unit address as a mailing address for business-related activities, utilizing University networks to host business-related functions and/or websites, and/or operating a business out of a residential unit or upon the grounds of the residential community. Licensee additionally agrees not to permit the residential unit to be used for illegal purposes or to engage in illegal acts within the residential 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 try to accommodate the Licensee's request.
- iii. Room changes and transfers between residential villages may only occur as directed by the DHRE staff, or as requested by a Licensee and approved by DHRE staff.
- iv. A service fee will be issued to the student's account dependent on a move to another Village or room change if such change is at the request of the Licensee and approved by DHRE.
- v. Failure to move to a new room as directed by staff, or failure to adequately accommodate a new roommate within a shared residential unit, are violations of the License Agreement. University reserves the right to charge Licensee for usage of additional bed space and/or cleaning/damage costs if Licensee occupies multiple bed spaces in a shared residential unit.
- vi. Licensee shall consolidate (move into another room or have someone move into their room) when directed based on their room having an open bed space. Failure by Licensee to do so by the date required will result in the Licensee being charged at the single room rate.
- vii. Licensee may have the option to "buy out" an open bed space in shared occupancy spaces, turning the unit into a single use space, dependent on availability and departmental needs.

F. Checking In and Checking Out

- i. Checking In: When checking into the residential community, Licensee must complete an online Room Condition Inventory (RCI) upon inspection of the room. This must be submitted within 48 hours of occupancy.

- ii. **Checking Out:** When checking out of the residential space, Licensee must return the space/unit to the original configuration and condition; turn in all keys, access fobs, and key cards; and remove all personal property. Check out completion is determined by the date that keys (including access fobs and key cards) are received by DHRE. 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 at the behest of University.
 - a. Shared living spaces within the residential unit, including (but not limited to) living rooms, kitchens, bathrooms, and patios/balconies are the shared responsibility of all residents in the residential unit. During the closing date of each term, any cleanliness or damage charges associated with these spaces will be split equally by percentage between all residents living in the apartment up to 30 days prior unless all residents of the unit agree in writing as to who will take responsibility for damage and/or cleanliness charges. Recognizing that individual circumstances may differ, University reserves the right to exercise discretion in assigning cleanliness and damage charges as necessary.

G. Daily Rate Table for Overstays and Early Arrivals

- i. The chart below reflects the daily rate by village and room type for housing outside of the Occupancy Period.
 - a. Housing License Agreements terminated or ending following the Fall 2024 term are bound to the applicable daily rate listed below beginning at 12pm on Sunday, December 15, 2024.
 - b. Any Licensee approved to move in prior to Thursday, August 22, 2024 (Academic Year term) or Friday, January 17, 2025 (Spring-Only term) is bound to the applicable daily rate listed below.
 - c. Any overstays past Sunday, May 18, 2025 will be subject to the applicable daily rates listed below.
- ii. **Daily Rate Chart**

Village	Room Type	Daily Rate for 2024-2025
Coyote Village	Single Occupancy	\$44.00 / day
Coyote Village	Double Occupancy	\$35.00 / day
Arrowhead Village	4 Bedroom / 2 Bathroom	\$44.00 / day
Arrowhead Village	2 Bedroom / 2 Bathroom	\$54.00 / day
Arrowhead Village	Studio	\$53.00 / day
University Village	4 Bedroom / 2 Bathroom	\$45.00 / day
University Village	2 Bedroom / 1 Bathroom	\$51.00 / day
University Village	4 Bedroom / 4 Bathroom	\$52.00 / day

IV. Cancellation of License Agreement (by Licensee)

- A. Licensee must request to cancel their Housing License Agreement and room reservation by submitting a Cancellation Request to the University through the online Housing Portal.
- B. **Cancellation Prior to Published Cancellation Deadline**
 - i. Licensee may cancel their Housing License Agreement online through the Housing Portal by published Cancellation Deadlines listed below. Licensee will forfeit their \$100 non-refundable prepayment, with no additional financial penalties, if a written cancellation is submitted at least thirty (30) days before the start of the published Fee Period specified in Article II, Section H.
 - ii. **Cancellation Deadlines:**
 - a. 2024-2025 Academic Year: Thursday, July 23, 2024
 - b. 2025 Spring Only Agreement: Wednesday, December 18, 2024
 - iii. License Agreements signed after the published cancellations dates are subject to the terms of "Cancellation After Published Cancellation Deadline" (Article IV, Section C).
- C. **Cancellation After Published Cancellation Deadline**
 - i. The Housing License Agreement is a legal and binding contract between the Licensee and the University for the full license period stated. Any Licensee who wishes to terminate the License Agreement shall submit the online Request to Cancel Housing License Agreement form through the online Housing Portal, which should be submitted at least thirty (30) days prior to intended check out date. The reason for cancellation is limited to the cancellation standards noted in this agreement. Cancellation requests must include appropriate explanation (personal statement) and supporting documentation sent via email to housing@csusb.edu. The University, at its sole discretion, will decide to grant or deny the request.
 - ii. Cancellation requests of the Housing License Agreement based on the following life events will be approved with

no penalty if submitted before the end of the current term, and prior to any future term for which the resident has requested to cancel. Any overstays past the published Fee Periods in Article II, Section H, may result in the applicable daily rate charge as published in Article III, Section G.

- a. Graduation
 - b. Marriage (copy of official marriage certificate required)
 - c. Military Service (copy of military orders required)
 - d. International Program or Student Exchange Program ending (letter of program ending required)
 - e. Change in Student Status - Withdrawal, Dismissal, Academic Disqualification, Leave of Absence, etc. (written confirmation of status from the University required)
 - f. School Transfer (confirmation of enrollment required)
- iii. Hardship Considerations: Hardship occurring after the published cancellation deadline is considered if unexpected and outside of the Licensee's control; proof of hardship must be supported by appropriate documentation. Approval is at the sole discretion of the University.
- a. Medical Hardship: A release due to medical hardship must include a written statement on letterhead from a licensed medical provider indicating how living on campus is related to the Licensee's documented needs and treatment. Accessibility-related claims must also be accompanied by a recommendation from the CSUSB Services to Students with Disabilities office.
 - b. Financial Hardship: A release due to financial hardship must include verification appropriate to the circumstance and must demonstrate an unexpected loss of finances outside of the control of the licensee. Licensee must submit copy of current academic year financial aid award summary for evaluation in addition to appropriate documentation of the unexpected financial loss.
- iv. Enrollment exclusively or primarily in online learning courses is not grounds for cancellation of the Housing License Agreement.
- v. Cancellation Request by Minors: In the event the Licensee is under the age of 18 at the time the 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.

D. Cancellation Administrative Decisions

- i. If the request for cancellation is granted by the University, the financial obligation to the Licensee may include:
 - a. Occupancy Fees: A proration of the term Housing Fee for dates of occupancy and/or room reservation, including daily rate charges as specified by Article III, Section G, for days after the term fee period ends.
 - b. Termination Notice Fee: Up to a thirty (30) day termination notice fee for cancellations received after published Cancellation Deadline. Termination notice fees are determined by the applicable daily rates published in Article III, Section G.
 - c. Early Termination Fee: Up to a thirty (30) day early termination fee for cancellations approved during occupancy period. Early termination fees are determined by the applicable daily rates published in Article III, Section G.
 - d. Improper Checkout Fee: Licensee is responsible for arranging and completing all necessary check-out procedures, including return of key(s), access fob(s), and/or key card(s) through DHRE-communicated methods (see Article III, Section F, Subsection II).
- ii. Licensees with approved cancellations vacating from on-campus housing after the Fall fee period are bound to additional charges based on the applicable daily rate associated with their residential space, as published in Article III, Section G.
- iii. Denied Cancellations
 - a. If the request for cancellation is denied, Licensee is remains responsible for all fees outlined in the Housing License Agreement.
 - b. Abandonment of the premises is not a release of financial obligation to the Licensee.

V. Revocation of License Agreement (by University)

- A. The University may revoke this License Agreement upon any of the following conditions:
- i. In the event of misconduct listed in subsection 41301, Title 5, California Code of Regulations.
 - ii. Failure of Licensee to maintain status as a student at 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.
 - v. Student fails to claim space or otherwise notify housing of an alternate move-in date within five (5) business days of the start date their Housing License Agreement.
- B. The University shall give Licensees not less than three (3) days written notice in the event of an occurrence described above in Section A, Subsections i-iii. In the event of an occurrence described above in Section A, subsection iv, the University shall grant licensees not less than fourteen (14) day notice with exception for cases of emergency.
- C. Revocation of this 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 for damages and cleaning, and if the University is unable to replace Licensee without incurring financial loss.

VI. Abandonment by Licensee

- A. Except as permitted in Article 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. All empty spaces within all Villages must be filled before any resident's license can be replaced.
- C. Failure to comply with outlined instructions regarding vacating the premises may result in fees detailed in Article IV, Section D, Subsection i. Abandoned premises shall have secondary priority for replacement after students who completed a request for Housing License Agreement cancellation.

VII. Disposition of Property

Any property of Licensee remaining in the housing facility after abandonment, cancellation, eviction, or revocation of this license may be removed and stored by University at the expense and risk of 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 fee in full.

VIII. Nonpayment of License Fees

- A. Failure of Licensee to satisfy the financial obligations of this License Agreement may, at the sole discretion of the University, result in one or more of the following:
 - i. Assessment of a late fee in accordance with the University fee schedule.
 - ii. Withholding of University services pursuant to Title 5 subsection 42381.
 - iii. Offset of loans, grants, or scholarships payable through University, and/or tax refunds through the Franchise Tax Board.
 - iv. Revocation of the License Agreement / Eviction with financial penalties.
 - v. Notification of default to credit bureau organizations.
 - vi. 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.
 - vii. Legal action to collect unpaid obligations.
- B. By acknowledging 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, guardians, and employees which may, in the judgement of the University, be necessary or helpful in the collection of delinquent obligation arising from the License Agreement.
- C. By acknowledging the License Agreement, Licensee agrees that housing fees are an extension of credit for living expenses and are considered an educational debt.
- D. Licensee waives the benefit of any limitations affecting liability or the enforcement of them to the extent permitted by law (California Code of Civil Procedure section 360.5).

IX. Refunds

The University shall authorize refunds only as provided in this License Agreement or in Title 5 of the California Code of Regulations or other applicable law.

X. Maintenance of Premises

- A. The University shall provide Licensee with a fully furnished residential space/unit. The Licensee must note the condition of the room and furniture during the check-in process on the online 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 is required to keep the room or apartment and premises (balconies, where applicable) in a clean and sanitary condition and report any unsatisfactory conditions promptly, e.g., mold, mildew and water damage. If a room or apartment is found to be a potential health and safety violation, the university may have the room or apartment cleaned or remediated, and pest control service administered. The university may also, in its sole discretion, move Licensee temporarily or permanently to accomplish this work. Any such expense will be borne by the Licensee where the condition is due to Licensee's actions or failure to act as required.
- C. In the event of a pest infestation, the University has contracted with a private vendor to exterminate pests with minimal pesticides. To request pest control service, the Licensee must submit a request through the Housing Portal, and a pest control vendor will be scheduled by DHRE staff. The residents will be given instructions on how to prepare the room or apartment prior to the arrival of the vendor.
- D. Failure to notify or take immediate action as directed by the University regarding maintenance and pest control hazards or deficiencies on University property will result in Licensee being charged for damages, repairs, and services. Licensee agrees to follow all university directives to eradicate pests. This may include room/apartment preparation, clothes laundering, and leaving Licensee's space for a period of time.
- E. 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. Alterations to the premises made by Licensee will incur all fees associated with the cost of returning the premises to the original condition as determined by the University.
- F. To maintain the structural and visual integrity of housing facilities and to offer residents a pleasant community environment, repair and/or construction projects may be pursued during the term of this agreement. Reasonable effort is made to minimize a negative impact on residents. Projects requiring entry into the Licensee's room will result in the university notifying affected Licensees when time permits. The Licensee will be responsible for safeguarding their belongings. Removal of personal belongings may be necessary. The Licensee may be required to change spaces due to construction dislocation.
- G. 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 residential unit must be cleaned and maintained by the residents of the unit.
- H. 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 determined to be attributed to specific individuals), may be divided among all members of the living community who have reasonable access to the common area(s). Common area furniture should not be moved to individual rooms/apartments.

XI. 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 including, but not limited to, health and safety inspections. 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 waive, lockout fees assessed to Licensee.

XII. Interruptions of Service and Construction

- A. The University is not responsible for the continuation of mail, heating/cooling, maintenance, or security service at normal levels in the event of a natural disaster, strike, or lockout of public employees or suppliers' employees, internet, power, water, or sewer interruptions from on-campus 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 activity.
- C. As per this Housing 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.

- D. Licensee shall not use any equipment or devices that utilizes excessive electrical energy, or which may overload the wiring or interfere with electrical services to other residents.

XIII. 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/stolen items, condition of mail upon receipt, or delays in delivery or pickup.

XIV. Community Standards and Prohibited Items

- A. Licensee agrees to abide by all CSUSB and DHRE policies, regulations, and procedures included as part of this agreement, the Resident Handbook, and any subsequent amendments. The policies addressed in the Resident Handbook include, but are not limited to prohibited items, alcohol, smoking, noise, and pets.
- B. Document Conflict: In the event of a conflict between the housing license, terms and conditions, handbook, and CSU policies, the more stringent and severe document, rule, or regulation will be enforced.

XV. Insurance

- A. The University assumes no responsibility for any property of the Licensee, which is stolen, damaged, vandalized or destroyed in the housing facility at any time, including periods when the Licensee is not in occupancy or after the term of the occupancy has expired. The University has no insurance to cover the personal or property damage of the Licensee, so during the period covered by this License Agreement; the University highly recommends that the Licensee, at their expense, obtain appropriate insurance such as a renter's 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.

XVI. Destruction or Unavailability

In the event that a residential space/unit 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.

XVII. 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.

XVIII. 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 nor shall the acceptance of rent under this License Agreement by the University be deemed to be waiver of any preceding breach by Licensee of any term, covenant, or condition of this License Agreement.

Disclosures

XIX. 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.

XX. 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](#)).

XXI. 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.

XXII. 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; 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; 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>).

XXIII. Emergency Preparedness

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.