This summary sheet is intended to highlight the main points of your CSUB Office of Student Housing & Residence Life Licensing Agreement. However, the Licensee is responsible for all information held within the License Agreement. By initializing next to the following items you are stating that you have reviewed said components at least twice.

☐ By checking here you certify that you have read and are in agreement with the above statement.

This license agreement is a legally binding contract for not less than a nine month term.

This contract is not easily canceled before the end of the agreed license term. The dates of this contract are September 12, 2015 – June 11, 2016.

Your license agreement could be canceled only under the following circumstances:

- Cancellation before check in.
  
  Cancellation request must be received in writing by the Office of Residence Life by the following dates according to the term or student will not receive the $300 down payment back. **FALL 2015**: August 1, 2015. **Winter 2016**: December 1, 2015. **Spring 2016**: March 15, 2016. Applications received after these dates are not eligible for refund.

- End of Student Status
  
  This is applicable to students withdrawing from classes, transferring to another university, graduating and one quarter National Student Exchange students. A Registration Hold will be placed on your student account preventing your from registering for classes at CSUB for the remainder of the academic year.

- Marriage, Childbirth, or Domestic Partnership
  
  An official copy of the marriage certificate or domestic partnership declaration is required.

- Hardship – Financial, Emotional, Medical
  
  1. You must provide a letter stating how and why your financial status has changed drastically from when you applied for housing. You must provide documents that support and prove a drastic change. Verifiable information is strongly encouraged.

  OR

  2. You must provide medical documentation, such as a letter from a doctor, stating why the residence halls no longer meet your needs as it relates to your medical or emotional status. This letter must be on letterhead and there must be a phone number provided that we can call to verify.

  Whether or not your hardship qualifies for cancellation is up to the sole discretion of the Office of Student Housing & Residence Life.

☐ If you abandon your space or vacate the premises prior to the end of the license you are STILL RESPONSIBLE TO PAY THE FULL 9 MONTHS of the license agreement if you have not received approval from the Office of Student Housing & Residence Life for cancellation in writing.

☐ Pets and other animals are NOT allowed in any of the residence halls ever, even for short periods of time, except 10 gallon tanks (or smaller) containing fish that are submerged in water.*

* Service animals for students with disabilities, that are registered with the Services for Students with Disabilities Office, are permitted, with a formal request.

Licensee Signature: __________________________________________ Date: ________________

Signature of Parent/Legal Guardian (if student is under 18 years of age): __________________________ Date: __________
The Residence Life License Agreement

Terms and Conditions of Occupancy:

The Licensee is identified as:

Name: ____________________________ CSUB ID Number: ____________________________ Date of Birth ____________________________

LICENSE TERM: The Licensee agrees to use building/room ______________ in a license agreement to begin on the twelfth day of September 2015 or __________/________/____ and to end their residency on the eleventh day of June 2016, at a rate of $8,229.14 for a double (4 people max in suite) or $6,842.58 for a triple (6 people max in suite) or $12,224.52 for a single (4 people max in suite). I also understand that I am required to have a meal plan at the rate of $5,049.66 per academic year.

Eligibility - Licensee: The Licensee is defined as any individual who signs the license agreement as the Licensee and is therefore responsible for all terms and conditions contained within the license agreement.

Student residents must be enrolled at CSUB as a matriculated student in full-time studies in CSUB-only classes that carry units which transfer to a student’s transcript and as further defined as: (student must fulfill one of the following requirements listed below)

☐ Undergraduate students must be continuously enrolled in 12 or more units or ☐ Graduate students must be continuously enrolled in 8 or more units

Extended Learning classes or any similar class(s) taken on or off campus for personal growth and development does not qualify a student as having satisfied eligibility requirements. This is determined by whether or not the courses carry units which transfer to a student’s transcript and are eligible for Financial Aid.

Licensee Signature: ____________________________ Date: _______________

Signature of Parent/Legal Guardian ____________________________ Date: _______________
(if student is under 18 years of age)

I. AGREEMENT AND FEES

A. This license agreement is entered into between the Trustees of the California State University by California State University, Bakersfield, hereinafter called "University" and the above named person, hereinafter called "Licensee."

B. In consideration for the right to occupy a unit within the Student Housing & Residence Life at University, Licensee hereby agrees to make the appropriate payments to Student Housing & Residence Life which is incorporated by the fee structure in the license agreement information.

C. The rental rate (room & board) for a double is $57.48/day, a triple is $51.48/day, and a single is $74.78/day.

D. Each student is required to pay a $5 activity fee per quarter, which is used to put on programs and activities for resident students.

E. Rent and/or other charges shall be paid at the following locations and in the following manner: The Cashiers Office on campus, on-line via your MyCSUB account or on-line via your Housing Portal.

F. The license agreement is subject to regulations included in Title 5 of the California Code of Regulations, Sections 42000-42101. A copy of these regulations is available upon request.

G. Licensees who are late in payment of any fees will have a hold placed on their account. It is the responsibility of the Licensee to see that housing fees are paid by the due dates. It is also the responsibility of the Licensee to check their MyCSUB account regularly to see that payments (by financial aid or otherwise) have posted correctly.

H. All payments to Licensee’s University Account are applied to the oldest debt on record and according to University priority. Hence, payments intended to cover housing fees may be applied to other outstanding charges in Licensee’s University Student Account (i.e. tuition, user fees, etc.) if those items pre-date the housing fee due date or are directly related to student fees.

I. All Licensees receiving Financial Aid agree to have their Financial Aid (Grants, Scholarships, Loans, etc.) credited to their account to satisfy rent due for the quarters in which they receive the Financial Aid. Lack of Financial Aid is not a factor for non-payment of rent.

J. Rent paid to Student Housing & Residence Life is not eligible for the California Renters Credit. CSUB is not a participating Section 8 landlord.

K. Licensee agrees to comply with the Office of Student Housing & Residence Life Student Handbook, which can be found on the Office of Student Housing & Residence Life web site, www.csusb.edu/housing. Licensee also agrees to comply with any subsequent amendments to these policies.

L. Licensee understands that signing this license obligates Licensee to the terms and conditions of occupancy for the entire License Term designated on this license agreement.

M. Your space is not guaranteed until there is confirmation that you’ve been accepted to the University. You will receive a signed copy of your license agreement within one week of your check in date.

N. The Licensee will not invite or allow any outside vendors to utilize University property for Licensee hosted events, including but not limited to: caterers, tent/table/chair rentals, “Jumpy Castle” rentals or private sale parties.

O. It is understood and agreed by Licensee and Student Housing & Residence Life that no lease or any other interest in real property is created by this agreement.

P. Fee Announcement: The CSU makes every effort to keep student costs to a minimum. Fees listed in published schedules or in student accounts may need to be increased when public funding is inadequate. Therefore, CSU must reserve the right, even after initial payments are made, to
increase or modify any listed fees, without notice, until the date when instruction for a particular semester or quarter has begun. All CSU listed fees should be regarded as estimates that are subject to change upon approval by The Board of Trustees.

II. OCCUPANCY
A. Student Housing & Residence Life hereby grants to Licensee permission to occupy one bed space within the housing facility as a Licensee for the “License Term” as noted above unless terminated under the provision of this license agreement.
B. Licensee shall vacate the housing facility on the expiration of the license period or upon revocation of this license agreement, whichever occurs first.
C. A minimum Improper Check-Out Fee of $100 may be imposed on Licensee in the event that Licensee does not follow appropriate vacating procedures which can be found in the Office of Student Housing & Residence Life Student Handbook.
D. A Failure to Vacate fee, at a minimum of $250 or a maximum of $500 per day, may be imposed on Licensee in the event that Licensee does not vacate by or on the date this contract of Student Housing & Residence Life is terminated or cancelled as outlined in Section VI.
E. A Judicial Non-compliance fee of $25-$100 per infraction may be assessed to any Licensee who does not complete his/her judicial sanction(s) by the assigned date or fails to attend meetings as requested by Student Housing & Residence Life staff.
F. Licensee shall permit no visitors or guests to enter the housing facility except as permitted by the Office of Student Housing & Residence Life Student Handbook.
G. Licensee agrees to follow the guest policy as outlined in the Office of Student Housing & Residence Life Student Handbook. Licensee further understands that a fee will be charged for unapproved overnight guests and guests who stay beyond the allowable number of approved nights.
H. Student Housing & Residence Life assumes no responsibility or liability for loss, damage or destruction of personal property belonging to Licensee or his/her guests during the term of their license. Any property left in the unit shall be deemed abandoned, and Student Housing & Residence Life may take possession of and use or dispose of such property, and is hereby relieved of all liability for doing so.
I. The Licensee may not sublet or assign the leased space to a third party.
J. In the event that Housing experiences a decrease in occupancy, students may be required to move into another space. A student, whose roommate has moved out, for any reason, has the option of paying a prorated amount to occupy a now single occupancy room. If the student chooses not to pay for the single space, they may be required to move to another space. This mandatory move requirement is an administrative consolidation. In the event of an administrative consolidation, the student will be contacted directly, in writing, and given pertinent details. All moves will be completed within one week of receiving the administrative consolidation letter. Failure to comply will be considered a violation of this license agreement. Administrative consolidations would only occur between weeks 6-9 of each academic quarter.

III. ENHANCEMENT OF EDUCATIONAL EXPERIENCE
A. Student Housing & Residence Life shall maintain professional staff to work with students to develop a community concept within the housing facility to enhance students' educational experiences at University. Student Housing & Residence Life 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.
C. Licensee and their guests agree to abide by all University and Office of Student Housing & Residence Life Student Handbook rules now in effect or put into effect in the future.
D. Licensee is responsible for the behavior of their guest(s) and will be held accountable for any policy violations committed by their guest(s).
E. Any amendment of these rules shall be effective ten (10) days after posting in central areas of the units or delivered to the Licensee. However, any rule concerning the safety of others shall be effective immediately and without notice. Licensee shall abide by and shall not permit the violation of any ordinance; statute; or regulation of any government agency having jurisdiction, such as disturbing the peace, annoying, harassing, or endangering any other resident or permitting any such acts to occur.

IV. MAINTENANCE OF PREMISES
A. Licensee agrees to give reasonable care to her/his living unit and to make payment for any damage or loss promptly upon demand by Student Housing & Residence Life. Licensee shall vacate the living unit in good order and repair, normal and reasonable wear and tear accepted. In the event Licensee fails to maintain the living unit in good order and repair, Licensee shall pay Student Housing & Residence Life incurred costs for returning the living unit to a condition of good order and repair. Additional charges shall be assessed to Licensee for extraordinary cleaning or damages.
B. Licensee shall make no alteration to the housing facility without the permission of Student Housing & Residence Life. Any structural addition or alteration is prohibited without written permission of Student Housing & Residence Life.
C. Licensee shall not possess any highly flammable materials, firearms, ammunition, fireworks, explosives, dangerous weapons, items that resemble weapons or any other materials or instruments which, in the opinion of Student Housing & Residence Life authorities, pose a risk of damage, threat or injury.
D. Licensee agrees to the proper use of security and fire safety measures provided by Student Housing & Residence Life including evacuations.
E. Each unit is supplied with a smoke detection device. Licensee acknowledges that the detector in their unit is in proper working order. Upon occupancy it shall be the Licensee's responsibility to regularly test the detector(s) to ensure that the device(s) are in operable condition. If the smoke detector is battery operated, Licensee shall notify the Office of Student Housing and Residence Life immediately if the battery should die so that it can be replaced. Licensee agrees to inform the Office of Residence Life immediately in writing of any defect, malfunction, or failure of such detector. It is a criminal offense to disconnect or otherwise impair the function of this device. Student Housing & Residence Life reserves the right of entry for periodic inspection or maintenance of smoke detection devices.
F. Student Housing & Residence Life shall at its sole cost and expense keep and maintain the exterior walls; roof; pool; community building; electrical wiring; heating system; air conditioning system; water heater; built-in appliances; and water lines in good and sanitary order,
VII. KEYS
A. Unit and mailbox keys shall not be duplicated.
B. Installation or change of any lock, locking devise, bolt, or latch on any door or window is not permitted.
C. Licensee acknowledges that Student Housing & Residence Life has a key to the unit and may use same for entry as provided in this license agreement.

D. Licensee shall be charged for replacement of any lost key and for the failure to return all keys upon expiration/termination of the license agreement. The replacement fee for a lost or damaged mailbox keys is $50.00. Payment for any replacement key must be made to the Licensee’s MyCSUB account.

E. Licensee will be charged a re-entry/lockout fee of $10.00 per incident. A photo ID will be required for every lockout, and re-entry will not be entertained unless requestor is listed on the license agreement for the room they are requesting entry to.

VIII. ABANDONMENT OR TERMINATION BY LICENSEE
A. Except as permitted, termination of this license agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due Student Housing & Residence Life for so long as Student Housing & Residence Life does not terminate Licensee's right to an assigned 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 Student Housing & Residence Life, which consent shall not unreasonably be withheld.

B. Upon receipt of an approved request to cancel, a Residence Life staff person will forward checkout procedures to you. A failure to vacate fee, as outlined in section II, may be imposed on Licensee in the event that Licensee does not vacate by or on the date this agreement is terminated or cancelled.

C. If Licensee is in default in the rent or any other provision of this license agreement and does not present her/himself to a Student Housing & Residence Life representative and cure the defaults within five (5) days after Student Housing & Residence Life has tried to make contact, Student Housing & Residence Life will pursue a formal eviction process and consider it abandonment. Student Housing & Residence Life will then assess damage fees and charge Licensee for removal of any items left behind. Student Housing & Residence life will store Licensee’s items for 30 days from the filing date of the eviction process. If items are not claimed, Student Housing & Residence Life will dispose of them after 30 days.

IX. DESTRUCTION, OR UNAVAILABILITY
A. In the event that a unit is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this license agreement is made, Licensee shall be entitled to a 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, 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 Student Housing & Residence Life, if such drop results in an overbooking of available housing facilities through written notice to the other party, to be given within fifteen (15) days after the occurrence of such damage except that should such damage or destruction occur as the result of the abuse or negligence of Licensee or invitees, so as to render the premises untenable, Student Housing & Residence Life shall have the right of termination.

B. Should this right be exercised by either Student Housing & Residence Life or Licensee, then rent for the current quarter shall be reported between the parties as of the date on which such damage occurred, and any prepaid rent and unused deposit(s) shall be refunded to Licensee. If this license agreement is not terminated as provided in this paragraph, Student Housing & Residence Life shall promptly repair the unit and there shall be a proportionate reduction of rent until the unit is repaired and ready as determined by Student Housing & Residence Life authorities for Licensee's occupancy, such proportionate reduction to be based upon the extent to which the making of repairs interferes with Licensee's reasonable use of the unit.

C. If Student Housing & Residence Life for any reason cannot deliver possession of the unit to Licensee at the commencement of the term, Student Housing & Residence Life shall not be liable to Licensee for any loss or damage resulting there from, but there shall be a proportionate deduction of rent, nor shall this lease be void or voidable for a period of ten (10) days thereafter; and if for any reason the unit cannot be delivered within said ten (10) day period, the Licensee may, prior to Student Housing & Residence Life's delivery of the unit, declare this license agreement to be null and void and all money shall be refunded to Licensee.

X. PETS - NO PETS ALLOWED – EXCEPT FISH
A. Possession of a pet shall subject Licensee to immediate referral to the Office of Student Rights and Responsibilities, will be charged $100 per day while the pet remains in the residence halls, and possible cancellation of this license agreement.

B. Residents are permitted to have only one (1) 10 gallon tank (or smaller) containing fish that are submerged in water.

* Service animals for students with disabilities, that are registered with the Services for Students with Disabilities Office, are permitted, with a formal request.

XI. REFUNDS
Student Housing & Residence Life shall authorize refunds only as provided for in Title 5 and the Office of Residence Life protocols.

XII. TREATMENT OF INDEBTEDNESS
Failure of Licensee to satisfy the financial obligations of this agreement may result in the following: revocation of the license agreement; eviction; withholding of Student Housing & Residence Life services Pursuant to section 42380, et seq., Title 5, California Administrative Code, including withholding official transcripts and denial of registration; offset of paychecks, loans, grants, or scholarships payable through Student Housing & Residence Life, and/or income tax refunds or rebates; legal action to collect unpaid obligations; use of a collection agency to retrieve payment, which may result in Licensee being charged for the actual and reasonable costs associated with the collection of an outstanding account including reasonable collection costs and legal fees if court action is necessary.

XIII. RIGHT OF ENTRY
Student Housing & Residence Life shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purpose. Student Housing & Residence Life shall exercise these rights reasonably and with respect for Licensee's right to be free from unreasonable searches and intrusions into study or privacy and advance notice will be given for non-emergency maintenance or inspections.
XIV. RENTER’S INSURANCE POLICY
Licensee is hereby advised to obtain his/her own insurance policy to cover any personal losses or those of his/her guests/invitees. Student Housing & Residence Life does not assume liability for loss, damage, fire, or theft of the Licensee's personal property from any cause whatsoever. Student Housing & Residence Life shall not insure Licensee for any personal injury or property damage including but not limited to that caused by the act or omission of any other third party, by any criminal act or activity, war, riot, insurrection, fire, flood, earthquake, or any natural disaster. Licensee shall obtain and pay for any insurance coverage that Licensee deems necessary to protect Licensee from any loss or expense that may be caused by such person or events. Licensee shall indemnify Student Housing & Residence Life for liability arising prior to termination of the license agreement for personal injuries or property damage caused by actions (commission or omission) of the Licensee and the residents or his/her guests/invitees.

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 Student Housing & Residence Life 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.

XVII. ROOM and LICENSE AGREEMENT CHANGES
A. Any request by Licensee to change units within Residence Life or this license agreement shall be made in writing. Any request is subject to Residence Life Policy and Procedures. Licensee agrees to follow all terms and conditions applicable to vacating the premises listed in this license agreement.

B. The parties hereby agree that no representations; promises; or inducements of any kind have been made by any party, employee, agent, or attorney of any party, other than those that appear in writing in this document, and this document with attached community standards (see Student Housing and Residence Life Policies) constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this license agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this license agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed by the party making the waiver.

XVIII. INDEMNIFICATION
Licensee shall indemnify; defend; and save harmless Student Housing & Residence Life, its officers, agents, and employees from loss, damage, or liability that may be suffered or incurred as a result of the activities of Licensee, provided, however, that any such loss, damage, or liability did not arise from the negligent or intentional conduct of the indemnified parties.

XIX. ATTORNEYS FEES and COURT COSTS
In the event filing fees, service fees, or court costs are incurred by Student Housing & Residence Life by reason of filing or otherwise initiating a forcible entry and detainer action, these expenses shall be added to the rent due account of the Licensee. The Licensee shall have an obligation to reimburse Student Housing & Residence Life for these expenses unless an appropriate contrary order or final judgment is filed by the court.

XX. CERTIFICATION
Licensee certifies that the application filed in connection with this license agreement is true and correct. Licensee further certifies that Licensee has read, understands, and agrees to comply with the terms and conditions of this license agreement and the Residential Life Rules and Regulations. Licensee acknowledges that this document in its entirety is a document of six (6) pages.

The Licensee certifies that he/she has never been excused or evicted from any University Housing. The Licensee also agrees to pay all costs including court costs and reasonable attorney’s fees incurred by Student Housing & Residence Life in the collection of any money due under this license agreement and/or in the enforcement of any terms and conditions of this license agreement. Licensee agrees that a misrepresentation in this certification is grounds for termination.

Licensee Signature: ___________________________ Date: ______________

Signature of Parent/Legal Guardian ______________________________ Date: ______________
(if student is under 18 years of age)