

**Student Housing License Agreement – Private University Location
Terms & Conditions, Academic Year 2019-2020**

This License Agreement (hereafter this “Agreement”) is entered into between the Trustees of a State University, acting by and through State University, Campus (hereafter the “University”), and the person named on the License Agreement (hereafter the “Licensee”). Submitting an online or hard-copy version of this Agreement to State University Housing (including an Agreement signed by a parent or legal guardian for students under 18 years of age) shall constitute acceptance of the Agreement terms and conditions by the student. This Agreement is considered accepted by the University the date on which the University sends out an official housing confirmation letter or email to the Licensee.

Recitals

Whereas University, through a master lease agreement with Private California University (“PCU”), has leased a number of designated residential units for use by its students at PCU’s off-site student housing complex in SP, California (“SP Student Housing”); and

Whereas, under this master lease agreement, University may determine, at its discretion, the assignments of the designated residential units for use by Licensees; and

Whereas Licensee, a student in good-standing meeting the University’s eligibility criteria for student housing, wishes to occupy a bed space at SP Student Housing for the 2019-2020 academic year; and

Whereas Licensee agrees to comply with the terms of this Agreement, the student conduct policies and procedures of the University, and any policies and procedures of PCU that may pertain to SP Student Housing; and

Whereas Licensee acknowledges and agrees that a failure to follow the terms of this Agreement and/or any applicable policies and rules of the University or PCU may lead to the withdrawal of the permission for this housing and/or subject the Licensee to discipline under the University’s student conduct policies and procedures; **therefore, the parties agree as follows:**

I. Obligations of the University

A. Terms of Occupancy and License

1. Academic Year Occupancy (Fall Semester 2019 and Spring Semester 2020)

The University grants the Licensee permission to occupy a bed space within the SP Student Housing and access to associated amenities (hereafter the “Premises”) for the period beginning on August [**22, 2019**] – the start of the academic year at the University (hereafter this “Academic Year”) – and ending at 5pm on [**May 15, 2019**] – the end of the Academic Year for all students. The University may withdraw such permission in accord with the terms provided in section III B of this Agreement.

Licensee shall have no right to occupy or use the Premises beyond or in addition to the Academic Year. [However, the University may, in consultant with PCU and at its sole discretion, add permitted days of occupancy as needed to best manage the check-in process and orientate various classes of students (i.e. First-Year, Transfer, Upper-class returning students) on various welcome days as published, announced, or approved in advance by State University Housing.]

Specific assignment of a bed space shall be made at the sole discretion of the University and may be changed by the University without notice. By signing this agreement, you are granting permission to Private California University Residential Life Professional Staff to receive a copy of our housing application to assist in housing placements.

i. Winter Break and Intersession; (12/16/19 – 01/13/20 CONFIRM DATES):

SP Student Housing (and University offices) will be closed for many of these dates and University Housing office hours, programs, and mail delivery will be significantly reduced during this time. Licensees may leave personal belongings in their apartments during the Winter Break if they intend to be enrolled in classes for following spring semester. Licensee acknowledges that any loss or damage to personal belongings shall be the Licensee's sole responsibility. Students who have no alcohol or drug violations are permitted to stay in the SP Student Housing at a fee of \$40 per night.

Licensees seeking Winter Break access to Premises must request access in advance as announced and instructed by University Housing staff – typically during finals week when staff will be available to extend keycard access for qualified Licensees. In the absence of advance permission from University staff, Licensee shall not have access to or use of Premises during Winter Break.

Winter Break access to Premises may, at University's sole discretion, be granted to licensee in accordance with the following items and conditions:

- a. Residents who request access to Premises during Winter Break and Intersession may need to complete a Winter Break Addendum before break access is granted. Accommodations during the Winter Break are based on staffing and available utilities and services.
- b. Only Licensees continuing from the fall to spring term are eligible to occupy Premises during the winter break.
- c. Students approved to stay during the Winter Break may pay additional occupancy fees based on room type and length of stay.
- d. Many customary University services will be limited or not available during this break, including (but not limited to) mail services, package delivery, dining, and other regular student union/campus offerings, office hours and services.]

ii. Spring Recess Occupancy; (03/29/20–04/4/20)

This Agreement grants the Licensee permission to remain in their assigned space during the spring break period providing the Licensee is enrolled and bound to the terms of this agreement for the spring semester. During the spring break period many customary University services will be limited or not available including (but not limited to) mail services, package delivery, dining, and other regular student union/campus offerings, office hours and services.

B. Housing Assignments

The University assigns Licensee to a bed space and does not guarantee specific units or roommates. The University shall have the right to reassign the Licensee to a different Villa or bedroom, without the consent of the Licensee, at any time prior to or during the term of the agreement. In the event that one of the occupants moves out of Licensee's room, University Housing reserves the right to assign a new roommate(s) or to reassign the remaining Licensee(s) to another living unit.

1. Licensee agrees not to occupy an unassigned vacant space or permit any other person not assigned by the University to occupy a vacant space.
2. Licensee agrees that the assigned space is licensed for residential use only. Licensee shall not use the space as a business address, nor shall Licensee conduct any business activities on the premises.

C. Enhancement of Educational Experience

Through arrangement with PCU, University will provide a professional staff to work with students to develop community at the SP Student Housing in order to enhance the social, educational and recreational experiences of the students. Residential Assistants ("RAs") will be provided through PCU, and Licensee acknowledges and understands that the RAs have the authority to administer matters related to student life at SP Student Housing, including resolution of any disputes or concerns raised by the Licensee. Further, Licensee recognizes the importance of maintaining the Premises/University Housing building and grounds as an environment conducive for fellow Licensees to study, live, and sleep in the student housing facilities. While in this community, Licensee agrees not to disturb this environment.

The University and PCU will provide an orientation to licensees regarding the resources available at, and rules pertaining to, residence at SP Student Housing on Aug 22, 2019 or upon their move-in day, whichever is sooner. University and PCU will provide opportunities for input from Licensees on the development of the community.

D. Utilities, Services, and Furnishings

The University will be responsible for water, trash removal, electricity and gas for the Premises. However, the University may, at its discretion, charge Licensee for any excessive use of the aforementioned utilities. Licensee will also receive wireless Internet access to Licensees at no additional charge, but the University makes no commitment to connectivity speed and University Housing is not responsible for intermittent service or other related interruptions which may occur. The University may provide satellite television connectivity, but makes no commitment to the number or availability of any channels. The University shall provide furnishings, which are listed by University Housing, in the condition thereof noted, on the Unit Condition Form provided at check in. (hereafter the "Inventory") which is hereby incorporated in this Agreement as though fully set forth herein. The Licensee shall accept and add notes to the Inventory at the time of the Licensee's first-day occupation of the Premises.

E. Construction and Renovation

Construction and renovations may occur in or near SP Student Housing. Work is generally scheduled during normal daytime hours (7:30 a.m. – 5:00 p.m.). Construction projects could result in disturbances and disruptions, including but not limited to, increased noise and dust in the area. Notice will be provided about construction in or near Housing whenever possible. By signing this Agreement, the Licensee agrees that they have been advised of possible construction and acknowledges disturbances and disruptions resulting from construction are not grounds for termination of this agreement or adjustment in housing charges.

II. Obligations of the Licensee

A. Age

The Licensee must be a high school graduate or equivalent and the Licensee must be at least 17 years of age and turning at least 18 years of age within the Academic Year. A parent or guardian must execute this Agreement for any Licensee under the age of 18.

B. Eligibility for Occupancy

To maintain eligibility for occupancy during the Academic Year, the Licensee must be an enrolled student at UNIVERSITY for a minimum of 12 undergraduate. Exceptions may be granted by the Director of University Housing or a designee, at his or her sole discretion.

To maintain Housing eligibility for the summer term, the Licensee must meet one of the following criteria:

1. Enrollment at UNIVERSITY during the summer academic semester for six or more units;
2. Employment by UNIVERSITY during the summer academic term;
3. Enrollment for 12 undergraduate or 6 graduate units at UNIVERSITY in the preceding spring academic semester and the following fall academic semester;
4. Exceptions may be granted by the Director of University Housing or a designee, at his or her sole discretion.

Enrollment in Open University in any given academic term, does not count toward the number of units required for occupancy. Students enrolled in the American Language and Culture Program (ALCP) are eligible for occupancy on a space-available basis.

C. Room Charges

1. The Licensee shall pay the room rate of \$9,950. There may be additional terms and conditions set forth in the University Housing Room Rate, Payment, and Fee Schedule, and those terms and conditions are incorporated in this Agreement as though fully set forth herein.
2. In addition to the aforementioned fees, the Licensee shall pay, prior to occupying the Premises, a cleaning and damage Security Deposit in the amount of \$300. This deposit shall be returned to the Licensee after they have vacated the Premises, less any deductions for housing charges still owed, and/or cleanup and repair expenses incurred by the University for the Premises and/or furnishings on the Inventory beyond ordinary wear and tear. The University will also assess charges to the Licensee for cleanup and repair expenses that exceed the amount of Security Deposit.

3. You are financially responsible for all damages to and losses of University property attributable to your act, omission, neglect, or participation in any group activities.
4. You are responsible for removing your own personal trash and placing it in the designated outside receptacle. You will be charged a cleaning fee of \$350 for failed Safety and Wellness check that requires outside cleaners to address trash and cleaning issues within the residence.
5. Smoking or vaping in the unit will result in a \$350 fine per a room effected by the smoke. Smoking anywhere on the property other than the designated smoking area will result in a \$250 fine.
6. In the event that damage charges cannot be attributed to a specific resident or a group of residents, such as trash found or damages occurring in a community area of the residence, the charges will be divided equally among all residents of a residence or all members of the residential site as applicable. In addition, all damage charges will include an 18% administrative fee.
7. Broken keys will be replaced at no charge provided you return the broken portion of the key stamped with the key identification numbers.
8. Excessive lock-outs (resident is locked out of unit due to misplaced key and requires staff assistance to gain entry) may result in disciplinary action.
9. If the Licensee is paying for University room charges from financial aid, the Licensee hereby authorizes the University to deduct the amount necessary to pay these fees from their financial-aid award during the academic semester for which the financial aid is received. The Licensee shall be responsible for any room charges or other fee obligations that are not fully covered by the financial aid award. Payment is due according to dates established in the University Housing Room Rate, Payment, and Fee Schedule.
10. If the Licensee is assigned or executes a License Agreement after the opening date of the semester set forth in the Terms of Occupancy herein, the term of the License Agreement shall be prorated.

D. Maintenance of the Premises

1. The Licensee shall at all times clean and maintain the Premises in good order and repair.
2. The Licensee agrees to recognize the importance of maintaining the Premises as an environment that is conducive for fellow students to study, live and sleep.
3. The Licensee agrees not to disturb others on the Premises or its environment.
4. The Licensee shall make no alterations to the Premises without the written permission from the University.
5. The Licensee shall not keep on the Premises any highly flammable materials, firearms, ammunition, fireworks, explosives, dangerous weapons, or any other material or instrument that the University believes poses an unreasonable risk of damage or injury.
6. In the event the Licensee fails to clean and maintain the premises or furnishings in good order and repair, the Licensee shall pay promptly the University reasonable costs incurred in returning the unit to a condition of good order and repair. The Licensee's security deposit, or a portion thereof, may be expended for the purpose of payment for such costs.
7. The University is not responsible for damage, destruction, loss or theft of the Licensee's personal property that is or was located on the Premises at any time, including periods when the Licensee is not in occupancy or after the Agreement period has expired. The Licensee bears sole responsibility and discretion as to the securing, protecting and insuring against damage of their personal property. The Licensee acknowledges that the University has no insurance to cover the personal or property damage of the Licensee. (The Licensee may purchase their own renter's insurance.)
8. No furniture shall be removed from the room which it was originally placed by University staff. Under no circumstances should furniture be placed in the garage or be removed from the unit.
9. Private California University staff maintains the right to enter and inspect rooms at any time to verify inventory records or occupancy; to perform maintenance; to enforce safety, health and University Student Code of Conduct standards or during an emergency.

E. Adherence to Rules and Regulations

The Licensee shall at all times obey the rules, regulations, policies and prohibitions set forth in Title V of the California Code of Regulations (insofar as they pertain to student conduct, generally, or specifically student housing), rules promulgated by PCU for the SP Student housing, and any University Housing Policies and Regulations in existence prior to or during the Agreement period. All such rules, regulations, policies and prohibitions are incorporated in this Agreement as though fully set forth herein.

F. Conduct at SP Student Housing

Licensee acknowledges and understanding that common areas and amenities at the SP Student Housing complex will be shared with students attending PCU. Licensee further acknowledges and understands that, given

the interaction of students from these two universities, PCU may require Licensee's participation in investigations or administrative proceedings involving student affairs and other matters. Licensee agrees to participate fully in any such PCU matters and may request, as a resource, University staff's assistance.

G. Health and Insurance

1. During the Agreement period, the Licensee is encouraged to have and maintain health and accident insurance with minimum coverage of \$230 per day in hospital benefits and \$150 in medical benefits, \$5,000 in surgical benefits and \$50 in emergency outpatient benefits per accident or illness.
2. Licensees considered to be matriculated International Students or International Students of other University Programs are required to maintain health insurance, per University guidelines.
3. Prior to occupying the Premises, the Licensee must demonstrate fulfillment of all immunization requirements of the State of California and California State University as managed by the University's Student Health Services Office.
4. First-year students will be provided information about the meningococcal disease and the availability of a vaccine. Though meningitis vaccination is not required, it is strongly recommend by the national Centers for Disease Control and Prevention for all individuals living in student housing.
5. The Licensee also affirms that they do not have a health condition that might be affected by group living since our student residences multiple-occupancy facilities with shared spaces. Persons with pre-existing conditions such as, but not limited to, environmental allergies or asthma, may find such conditions exacerbated. They should consult their physician.

III. Expiration, Revocation and Cancellation of the Agreement

A. Normal Expiration

The license conferred by this Agreement shall expire on the date specified in Section I. A. of this Agreement.

B. Revocation by the University

The University may revoke this Agreement and initiate removal and/or banishment of a Licensee upon the occurrence of any of the following reasons:

1. Nonpayment of room charges or fees;
2. Failure to be enrolled in the required number of academic units;
3. Selling, using, knowingly possessing, or being in the presence of restricted or dangerous drugs, controlled substances, or narcotics as those terms are used in California or Federal statutes;
4. Possession of any firearm, knife, deadly weapon, ammunition, fireworks, explosives or dangerous chemical;
5. Misuse, abuse, theft or destruction of campus property or misuse, abuse, theft or destruction of the property of any member of the campus community;
6. Physical abuse towards any campus community member or the threat of such abuse;
7. Falsification of any legitimately required information requested by the University;
8. An emergency in which the peaceful and orderly operation of the University, or the health and safety of any person, is or may be jeopardized;
9. Administrative necessity of the University;
10. The Licensee's breach of any term or condition of the Agreement, including failure to abide by University Housing Policies and Regulations.

Removal of a Licensee will generally be proceeded by a three-day removal notice; however, depending on the severity of the situation found to warrant removal, shorter notice may be permitted and necessary. Decisions regarding the removal of licensee, if any, shall be made by staff from University. It making any such determination, if any, University may rely on information provided by staff from PCU.

C. Cancellation by the Licensee

Licensee requests for cancellation of this Agreement must be approved by the University in writing before the agreement is terminated.

1. Cancellations prior to the start of the Agreement with at least 30-day written notice

The Licensee may cancel this Agreement for any reason by providing written notice to UNIVERSITY Housing at least 30-calendar days before the first day of the Agreement period. If approved, all fees, with exception of the \$30 application fee, will be credited to the Licensee's student account.

2. Cancellations prior to the start of the Agreement without 30-day written notice

Any request by the Licensee to cancel this Agreement less than 30-calendar days before the first day of the Agreement period must include a statement of reasons thereof. With appropriate documentation and verification, the University may, at its sole discretion, grant or deny a cancellation of the Agreement based on the following standards:

- i. End of student status
- ii. Marriage
- iii. Military service
- iv. Extreme hardship (compelling and unanticipated medical or financial problems beyond Licensee's control arising after the date of execution of their License Agreement. When financial difficulty is asserted as the basis for extreme hardship, students must show that they have exhausted all possible options, including taking out loans.)

A \$50 cancellation fee and a prorated daily rate starting from the date the Licensee requests the cancellation through the end of the required 30-day notice period may be collected. All other reasons to cancel this Agreement under this subsection shall be granted or denied at the sole discretion of the University. If the University is able to find a suitable student replacement for the Licensee with no impact to overall housing facility occupancy, the Licensee will receive a refund, less the \$30 application fee.

3. Cancellations without a notice prior to the Agreement (no show without written cancellation)

If the Licensee fails to submit a written request to cancel and does not check in within seven days of the beginning of the Agreement, the Licensee will be charged according to the Section III, C. 2.

4. Cancellations after the start of the Agreement period

Any Licensee who requests to cancel this Agreement after it has begun must provide written notice and reason thereof. With appropriate documentation and verification, the University may, at its sole discretion, grant or deny a cancellation of the License Agreement based on the following standards:

- i. End of student status or withdrawal from the University
- ii. Marriage
- iii. Military service
- iv. Extreme hardship (compelling and unanticipated medical or financial problems beyond Licensee's control arising after the date of execution of their License Agreement. When financial difficulty is asserted as the basis for extreme hardship, students must show that they have exhausted all possible options, including taking out loans.)

A \$50 cancellation fee may be collected from the Licensee. The Licensee shall be charged a prorated daily rate from the date the Licensee requests the cancellation through the end of the required 30-day notice period. All other reasons to cancel this Agreement under this subsection shall be granted or denied at the sole discretion of the University.

Approved Cancellations for the reason of withdrawal: University Housing will conduct a mid-term enrollment review of all Licensees released from their Agreement due to withdrawal from the University. In the event the Licensee has enrolled subsequent to his/her release from their License Agreement, the balance of fees associated with the original Agreement will be reinstated in full. If the University denies Licensee's request to cancel this License Agreement, Licensee will continue to be assessed room charges for the full occupancy period.

D. Abandonment or Termination by the Licensee

Any property of the Licensee remaining on the premises after abandonment, termination, removal or revocation of this License may be retained or disposed of through sales, donation or in such manner as the University determines in its sole discretion. In the case of abandonment, the University may, at its discretion, keep or dispose of the items worth less than \$300 if the Licensee has not requested, in writing, the return of the property within 15 days of receipt of notice from the University. (Notice of abandoned property will be sent via the student's University email address and/or by postal mail using the student's current address on file with the University. It is the Licensee's responsibility to make sure that his/her contact information is kept current.) In cases where property has been lost or is otherwise unclaimed and is worth \$300 or more, the University, after 21 days, may donate or dispose of items. The University may charge a reasonable storage fee before the return of property. The Licensee releases the University from any liability for any damages or loss to property disposed of in the manner described above.

E. Destruction or Unavailability of the Premises

The University may cancel this Agreement if, due to circumstances not reasonably foreseeable at the time of its execution or beyond the control of the University at any time, the Premises or the Licensee's bed space are destroyed or become unavailable.

F. Refunds for Cancellation or Revocation

Fee refunds for the cancellation or revocation of this Agreement shall be governed by the provisions of section 42019 of Title V of the California Code of Regulations. Refunds of security deposits shall be based the provisions of section II. C. 2. of this Agreement.

G. Non-Waiver of Breach

The waiver of any breach of this Agreement shall not constitute a waiver of any subsequent breach. The University's acceptance of room payments with knowledge of the Licensee's violation of a provision or covenant of this Agreement does not waive the University's right to enforce any provision or covenant of this Agreement.

H. Vacating the Premises

The Licensee shall vacate the Premises: (1) upon the normal expiration of this Agreement or (2) upon termination or revocation of this Agreement or (3) within the three-day period set forth in the three-day removal notice, whichever comes first.

IV. Treatment of Indebtedness

Any failure by the Licensee to satisfy the financial obligations of this Agreement may result in the following:

- A. Imposition of a late fee, in accordance with the University's fee schedules;
- B. Revocation of the Agreement and removal from Premises;
- C. Withholding of University services, official transcripts, and registration privileges;
- D. Offset or garnishment of paychecks, loans, grants, scholarships, lottery winnings and income tax refunds or rebates;
- E. Referral to and legal action for collection of any balance due or past due, including for the recovery of the costs of collection;
- F. Notification to credit bureau organizations of any past-due status and/or balances.

V. Right of Entry

The University shall have the right to enter the Premises, at any time, for the purposes of emergency, health, safety, maintenance, enforcement of applicable rules and regulations, or for any other legitimate purpose to the extent permissible by law.

VI. Taxable Possessory Interest

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

VII. Successors in Interest

The University retains the right to transfer its interest and obligations under this Agreement. The Licensee may not assign or transfer their rights or obligations under this Agreement without the written permission of the University. The Licensee may not sub-license or sublet the Premises to, or permit the occupancy of the Premises by, any other person without the written permission of the University.

This Agreement is subject to change without notice.

Notice: Pursuant to section 290.46 of the Penal code, information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at the following link: www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include the address at which the offender resides or the community of residence and zip code in which they reside. California State University, Dominguez Hills, is providing this notice in compliance with a legal requirement. This notice is not intended as a statement or implication that any University facility is susceptible to the activities of or has experienced any problems with sex offenders. This notice is only intended to make the law widely known.

Print Student Name (Licensee)

Signature Date

If you are under 18 years old at the time of signing this agreement you will need a parent/guardian signature.

Print Parent/Guardian Name

Signature Date

Last updated: August 7, 2019 (ADA)