

H O U S I N G + D I N I N G

License Agreement

I. AGREEMENT AND FEES

This License Agreement is entered into between the Trustees of the California State University by Humboldt State University, hereinafter called "University," and the above named person hereinafter called "Licensee."

The fee period for the 2011-2012 academic year is August 16, 2011 - May 12, 2012.

If Licensee enters in the Spring 2012 Semester the fee period is January 10, 2012 - May 12, 2012.

In consideration for the right to occupy and be assigned a space within the housing facility at University, Licensee hereby is obligated to pay fees that range from \$3,548 to \$7,030 depending on type of living unit assigned, plus a board fee that will range from \$1,870 - \$5,280.

II. OCCUPANCY

A. University hereby grants to Licensee permission to occupy a space within the housing facility as a Licensee for the term beginning 9 am Tuesday, August 16, 2011, and ending 10 am Saturday, May 12, 2012, unless sooner terminated under the provisions of this License Agreement. Specific assignment of a space shall be made by University and may be changed by University from time to time.

B. University shall assign each Licensee to a specific bedspace within the facilities. University reserves the right to change room assignments, assign a new Licensee, or reassign a current Licensee to any unoccupied bed space at any time, and/or consolidate vacancies in the interest of health, discipline, occupancy, or for the general welfare of the Licensee.

III. ENHANCEMENT OF EDUCATIONAL EXPERIENCE

A. University shall maintain a paraprofessional and professional staff to work with students to develop a community concept within the housing facility. University shall provide opportunity for input by Licensee into the development of the community.

B. Licensee agrees to comply with regulations outlined in the Residence Life and You Handbook, available online at <http://www.humboldt.edu/housing/resources.html> and distributed at check-in.

C. University is morally and legally committed to equal opportunity in education, employment, and housing. It does not discriminate on the basis of race, color, religion, national origin, sex, age, disability, sexual orientation or veteran status.

IV. TERMS AND CONDITIONS

A. This License Agreement is subject to the regulations contained in Title 5 of the California Code of Regulations, Sections 42000-42103. A copy of those regulations is available at the offices of the Department of Housing and Dining Services, University Library, and the Vice President for Student Affairs and is available on line at <http://www.apartment-manager-law.com/education-div5.html> (Article 5 - Housing).

B. Licensee agrees to comply with Housing Facilities Regulations included in the *MyHousing* portal Required Reading section.

C. This License Agreement shall not be transferred except as permitted in Section IX.

D. It is understood and agreed by Licensee and University that this agreement is a license and not a lease, and that no lease nor any other interest in real property is created by this agreement; nor are there created any covenants, express or implied such as a covenant for quiet enjoyment, created by this agreement, not otherwise expressly contained in this agreement.

E. Each Licensee, with the exception of Licensees assigned to College Creek, Creekview and Campus Apartments, shall participate in the residence hall dining plan. No reduction of food service fees is permissible because of dietary or other related problems.

F. Licensee must be enrolled at University to be eligible for occupancy.

V. MAINTENANCE OF PREMISES

A. University shall provide Licensee with furnishings. At check-in the Licensee shall be responsible for noting condition of assigned bedspace and furnishings on the Room Condition Card. Licensee agrees to give reasonable care to her/his living unit and its furnishings and to make payment for any damage or loss promptly upon demand by University. Licensee shall vacate the living unit in good order and repair, normal and reasonable wear and tear excepted. In the event Licensee fails to maintain the living unit in good order and repair, Licensee shall pay University the reasonable costs incurred in returning the living unit to a condition of good order and repair. As a part of such reimbursement, Licensee's security deposit, or a portion thereof, may be expended for the purpose of payment of such costs.

B. Licensee shall make no alteration to the housing facility without the permission of University. Any structural addition or alteration is prohibited without written permission of University.

C. Licensee shall not possess any highly flammable material, firearm, ammunition, fireworks, explosives, dangerous weapons or any other material or instrument which, in the opinion of University authorities, poses an unreasonable risk of damage or injury.

D. The Licensee agrees to be jointly responsible with other Licensees for protection of the residence halls common area furnishings and equipment, and physical plant. Damage or loss of common area furnishings, equipment and physical plant unless specifically assigned to individuals shall be equally divided among all members of the living group who have reasonable access to the common area.

VI. CANCELLATION OF RESERVATION BY LICENSEE PRIOR TO FEE PERIOD

A. Licensee may cancel a reservation for a housing facility by giving written notice to Housing at least 30 days prior to the beginning of the fee period on August 16, 2011.

B. A request to cancel the license less than 30 days prior to the beginning of the fee period shall include Licensee's statement of reasons. University shall grant or deny the request in accordance with Title 5, California Code of Regulations Section 42019 and campus policy.

C. A cancellation fee of \$200 will be charged. See License Cancellations/Revocations and Refund Policy for further information on penalties and fees.

VII. CANCELLATION AFTER THE BEGINNING OF THE FEE PERIOD

A. Any Licensee who requests to vacate the housing facility shall give at least thirty (30) days' written notice of intention to vacate and the reason therefore.

B. University may grant or deny request to vacate submitted pursuant to subsection A above. The determination will be based on the standards contained in the Housing Facility Regulations and Sections 42000-42103, Title 5, California Code of Regulations.

C. See License Cancellations/Revocations and Refund Policy for further information on penalties and fees.

VIII. REVOCATION OF LICENSE AGREEMENT

A. University may revoke this License Agreement upon the following conditions:

1. In the event of misconduct listed in Section 41301, Title 5, California Code of Regulations;
2. Administrative necessity of University;
3. Failure of Licensee to maintain status as a student at University;
4. Licensee's breach of any term or condition of this License Agreement or regulations outlined in the Residence Life and You Handbook, including failure to pay required fees.

B. University shall provide Licensee not less than three (3) days' notice in the event of an occurrence described in subsections (1), (3) or (4) and not less than fourteen (14) days' written notice in the event of an occurrence described in subsection (2) except in cases of emergency.

IX. ABANDONMENT OR TERMINATION BY LICENSEE

Except as permitted in Section VI or VII, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due the University for so long as

University does not terminate Licensee's right to an assigned bedspace. In the event of termination or abandonment, Licensee shall have the right to be released from this agreement if a suitable replacement is found, pursuant to campus regulations and with consent of University, which consent shall not unreasonably be withheld.

X. DESTRUCTION OR UNAVAILABILITY

In the event that bedspace 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 pro rata refund of any fees applicable to periods after Licensee was required to vacate. Such conditions include but are not limited to damage covered by floods, slides, fire, earthquake, other natural disasters and vandalism; civil disorder; compliance with state or federal law; unanticipated interruption of basic services; a drop in the rate of cancellations not reasonably foreseen by University, if such drop results in an overbooking of available housing facilities.

XI. REFUNDS

University shall authorize refunds only as provided for in Title 5, California Code of Regulations and campus policy.

XII. VACATING THE HOUSING FACILITY

Licensee shall vacate the housing facility on the expiration of the license period or upon revocation of this License Agreement, whichever occurs first.

XIII. TREATMENT OF INDEBTEDNESS

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

A. Revocation of the License Agreement.

B. Eviction.

C. Withholding of University services pursuant to Section 42380, et. seq., Title 5, California Code of Regulations. This includes:

- * Withholding official transcripts.
- * Denial of registration.

D. Offset of paychecks, loans, grants or scholarships payable through the University, and/or income tax refunds or rebates.

E. Payment of any attorney fees, court costs and any other collection costs that may occur.

XIV. RIGHT OF ENTRY

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, or for any other lawful purpose. University shall exercise these rights reasonably and with respect for Licensee's right to be free from unreasonable searches and intrusions into study or privacy.

XV. INSURANCE

University has no insurance to cover the personal or property damage of Licensee. Therefore, the University highly recommends that Licensee obtain insurance, such as a renter's policy. The University assumes no responsibility for personal items stored in University storage areas.

During period covered by this License Agreement, it is highly recommended that Licensee obtain health and accident insurance, on either an individual or group basis.

XVI. VISITORS AND GUESTS

Licensee shall permit no visitors or guests to enter the Housing Facility except as outlined in the Residence Life and You Handbook.

XVII. NON WAIVER

The waiver of any breach of a term or condition of this License Agreement shall not constitute a waiver of any subsequent breach.

XVIII. TAXABLE POSSESSORY INTEREST

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

XIX. STUDENT HOUSING IN STATE OWNED OR OPERATED BUILDINGS

Licensees residing in housing located on the premises of University may, from time to time, experience ambient noise, inconvenience, and/or impeded access to or use of ancillary facilities caused by facility maintenance and/or construction projects near the housing buildings, which may negatively impact Licensee's living environment.

XX. MEGAN'S LAW.

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 Web site maintained by the Department of Justice at

www.meganslaw.ca.gov. Depending on an offenders criminal history, this information will include the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

LICENSE CANCELLATIONS/REVOCATIONS AND REFUND POLICY

-- Cancellation Prior To The Fee Period With 30 Days Notice

A written request to cancel reservation which is submitted by Licensee more than 30 days prior to the beginning of the fee period will be honored. The Licensee will be charged a \$200 cancellation fee and will receive a refund of the remaining balance of fees paid in advance.

-- Cancellation Prior To The Fee Period With Less Than 30 Days Notice

A request to cancel reservation which is submitted by Licensee less than 30 days prior to the beginning of the fee period will be honored and refunds will be processed as follows:

If University is able to find a suitable replacement for Licensee so that overall occupancy of the facilities is not impacted, the Licensee will receive a full refund of all fees paid in advance except \$200 cancellation fee.

If University is not able to find a suitable replacement for Licensee so that honoring the request to cancel reservation would impact occupancy of the facilities, Licensee will be charged a prorated penalty fee for each day of notice which is less than the required 30 days. The 30 day period will be calculated by counting the day on which the written request to cancel reservation is received by Housing and Dining Services. Licensee will also be charged the \$200 cancellation fee, and the service fee, if appropriate. Licensee will then be entitled to a refund of the balance of fees paid in advance. If there is a balance due, the Licensee will receive an invoice.

-- Cancellation During The Fee Period With 30 Days Notice

A Request to Vacate form may be submitted on or after the beginning of the fee period and requires a minimum 30 day written notice prior to the date the Licensee intends to vacate the facilities. If the request does not meet the conditions listed below, the Licensee will be charged for room and board fees through the end of the fee period. A Licensee whose request is approved will receive a prorated refund for fees paid in advance, calculated from the date the Licensee vacates the living unit through the end of the fee period. Such requests will be approved if one of the following circumstances exists:

- * Licensee is a member of the National Student Exchange Program on a one-semester only exchange.
- * Licensee graduates from University.
- * Licensee withdraws or takes educational leave from University and does not re-enroll at University during the fee period.
- * Licensee is academically dismissed from the University.

* Licensee transfers to another school and provides documentation that he/she will no longer be enrolled at University.

* University can find a suitable replacement for the Licensee.

* The Licensee demonstrates through written appeal and supporting documentation that the request to vacate is due to extraordinary causes clearly beyond the control of Licensee. The President or his/her designee will determine if such cause exists, and his/her determination will be final.

-- Cancellation During The Fee Period With Less Than 30 Days Notice

A Request to Vacate form which has been approved (see paragraph above) during the fee period, and is made less than thirty (30) days prior to the date the Licensee intends to vacate the facilities will be charged a penalty equivalent to 30 days times the daily room and board rate for the living unit. The 30 day period will be calculated by counting the day on which the written Request to Vacate is received by Housing and Dining Services. Additionally, in the event that the Request to Vacate is not approved, the Licensee will be charged for room and board fees through the end of the fee period.

-- Revocation of Housing License

It is critical that the Licensee recognize that revocation of the Housing License as a result of disciplinary action does not release the Licensee from his/her financial obligation to Housing and Dining Services for the full license period. Disciplinary action may be taken when violations of any of the parameters outlined in the License, Summary of Policies and Guidelines, or Handbook occur. When revoking a Housing License, the President or his/her designee will determine what disciplinary action and fees will be assessed and will so notify the Licensee.

Dining License Agreement

TERMS AND CONDITIONS OF USAGE -- The use of Dining Service Facilities is subject to Article 5 and 6 of Chapter 1 of part 5 (sections 42000-42103) of Title 5 of the California Code of Regulations. The use of all Dining Facilities is subject to all provisions for this license, a copy of which shall be retained by the student, and all policies and procedures stated in the "Residence Life and You Handbook" issued to the student at check-in and available online at www.humboldt.edu/housing/resources.

Each student, residing in the Hill (Redwood/Sunset Halls), Canyon and Cypress shall participate in a Residence Hall Dining Plan. Location and meal plan tender is at the discretion of Dining Services. No reduction of dining service fees is permissible because of dietary or other related needs including allergies, vegan or vegetarian requirements. Refunds for unused J Points are only allowed when the purchaser provides proof of withdrawal from the University prior to the end of the semester. Unused J Points at the end of the Spring semester will not be refunded.

TERMINATION OF THE RESIDENCE HALL DINING PLAN -- Failure to pay all fees in advance may result in the revocation of this license agreement as of the last day covered by prior fee payment.

The University may revoke this license for any reason by giving not less than 72 hours written notice to the student. Termination of this license agreement or the student's abandonment of the premises shall not release the student from paying any obligation due the University.

Cancellation of the meal plan license, in conjunction with the cancellation of the student housing license, will return to the student all unused prepaid costs and J Points. Failure to give 30 days' notice of intent to cancel the dining plan license will result in a prorated charge for each day less than 30 days' notice. Such notice shall be given by submitting a request to vacate.

This license may be cancelled with 30 days' notice if the student is withdrawing, transferring, moving to a residence hall that does not require a meal plan, or graduating and not continuing with a Student Housing License Agreement.

MEAL CARD -- Your student ID card (called the HSU Card) is your meal card. This card must be presented to the cashier when purchasing dining items. J Points are electronically deducted from your account as items are purchased. If your HSU Card is lost or stolen, please report the loss immediately to the Housing Cashier or by going online to <http://c-card.humboldt.edu/lostcard.html>. A temporary meal card is issued by the Housing Cashier that is valid for three days. You will need to pay \$5 at the Housing Cashier for a new HSU Card which can then be obtained from the University ID Office.

PAYMENTS AND FEES -- The cost of the dining plan is included in the payment schedule available from the Department of Housing and Dining Services. Students who are assigned to the residence halls after the semester begins will be charged a prorated fee for the balance of the semester. Students who are late in payment of any fees will be assessed a late fee of \$10.00.