



2016-2017

License Agreement

Student Housing and Residence Life

**California State University, East Bay**

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# Important Dates

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| <b>April 11, 2016 -<br/>April 25, 2016</b> | Returning Resident Process - 2016-2017 ACADEMIC YEAR. Application fee, initial payment and contract due upon sign up.   |
| <b>May 2, 2016</b>                         | New Resident Contracting Process Begins - 2016-2017 ACADEMIC YEAR. Application fee, initial payment and contract due upon sign up.  |
| <b>May 18, 2016 -<br/>May 20, 2016</b>     | Summer 2016 - Application fee, contract, and initial payment due upon sign up.  |
| <b>May 20, 2016</b>                        | Deadline to complete the 2016-2017 ACADEMIC YEAR application and contract to participate in the self-select room selection process and for maximum consideration. Self-select room selection times will be based on submission date and time of the contract. |
| <b>May 25, 2016</b>                        | New Resident Contracting Process - 2016-2017 ACADEMIC YEAR: Student receives a room selection date, time, and instructions on how to complete the self-select room selection process (Subject to availability)  |
| <b>June 1 - 3, 2016</b>                    | New Resident Contracting Process - 2016-2017 ACADEMIC YEAR: Self-select Room Selection Process (Subject to space availability)  |
| <b>June 19, 2016</b>                       | New 2017 summer quarter Licensees check in between 12:00 p.m. and 3:00 p.m.   |
| <b>June 20, 2016</b>                       | Summer 2016 First day of Regular/5W1 classes  |
| <b>June 21, 2016</b>                       | All new Summer 2016 Licensees must be checked in by 10:00 p.m. Licensees who do not check in by 10 p.m. on June 21, 2016 and have not communicated prior with the Assignments Coordinator will have their contract cancelled.                                 |
| <b>August 1-31, 2016</b>                   | Summer quarter Health and Safety Checks   |
| <b>August 19, 2016</b>                     | Last day to cancel 2016 – 2017 License Agreement with \$100 cancellation fee. (Application fee is non-refundable.)  |
| <b>September 12, 2016</b>                  | Fall 2016 payment due date  |
| <b>September 18, 2016</b>                  | All Licensees move-in process begins at 10:00 a.m. - 4:00 p.m. Check-ins also facilitated 8:00 p.m. to 10:00 p.m. Meals begin with brunch @ 10:30 a.m.  |
| <b>September 19 -21, 2016</b>              | Check-in continues 8:00 p.m. to 10:00 p.m.  |
| <b>September 21, 2016</b>                  | All Fall 2016 Licensees must be checked in by 10:00 p.m. Licensees who do not check in by 10 p.m. on September 21, 2016, and have not communicated prior with the Assignments Coordinator, will have their contract cancelled.                                |
| <b>September 21, 2016</b>                  | Fall 2016 First day of classes  |
| <b>November 1-30</b>                       | Fall quarter Health and Safety Checks   |
| <b>November 1, 2016</b>                    | New Resident Contracting Process Begins - 2016-2017 Winter Academic Year.   |

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|  | Application fee, initial payment and contract due upon sign up   |
| <b>November 9, 2016</b>                          | Last day to submit <i>Request to Cancel</i> form to avoid additional charges for winter quarter. (Approval Required)   |
| <b>November 24 – 25, 2016</b>                    | Campus closed for Thanksgiving break. Meal service schedule will vary.   |
| <b>December 1, 2016</b>                          | Intent to stay for Winter Break form due online.   |
| <b>December 2, 2016</b>                          | Last day for new 2017 winter applicants to cancel License Agreement with \$100 cancellation fee. (Application fee is non-refundable).  |
| <b>December 2– 9, 2016</b>                       | 24 Hour Quiet Hours  |
| <b>December 5- 9, 2016</b>                       | Final Exams  |
| <b>December 10, 2016 –<br/>December 23, 2016</b> | No meal service in Dining Commons. Limited retail locations will accept Flex Dollars.  |
| <b>December 12, 2016</b>                         | Winter 2017 payment due date   |
| <b>December 24, 2016 –<br/>December 30, 2016</b> | Campus Closed  |
| <b>December 31, 2016</b>                         | Meals begin with brunch @ 10:30 a.m.   |
| <b>January 1, 2017</b>                           | New 2017 winter quarter Licensees check in between 12:00 p.m. and 3:00 p.m.  |
| <b>January 3, 2017</b>                           | Winter 2017 First day of classes   |
| <b>January 2-3, 2017</b>                         | Check-in continues 8:00 p.m. to 10:00 p.m.   |
| <b>January 3, 2017</b>                           | All new winter quarter Licensees must be checked in by 10:00 p.m. Licensees who do not check in by 10 p.m. on January 3, 2017, and have not communicated prior with the Assignments Coordinator, will have their contract cancelled. |
| <b>February 1, 2017</b>                          | New Resident Contracting Process Begins - 2016-2017 Spring Academic Year. Application fee, initial payment and contract due upon sign up.  |
| <b>February 15, 2017</b>                         | Last day to submit “Request to Cancel” form to avoid additional charges for spring quarter. (Approval Required)  |
| <b>February 24, 2017</b>                         | Last day for new spring 2017 applicants to cancel License Agreement with \$100 cancellation fee. (Application fee is non-refundable).  |
| <b>March 1-31, 2017</b>                          | Winter quarter Health and Safety Checks  |
| <b>March 10 - 17, 2017</b>                       | 24 Hour Quiet Hours  |
| <b>March 13 - 17, 2017</b>                       | Final Exams  |
| <b>March 17, 2017</b>                            | No meal service after 7:30 p.m. at Dining Commons  |
| <b>March 18 – 24, 2017</b>                       | Spring Break<br>No meal service in Dining Commons. Limited retail locations will accept Flex Dollars.  |

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| <b>March 20, 2017</b>     | Spring 2017 payment due date  |
| <b>March 25, 2017</b>     | Meals begin with brunch @ 10:30 a.m.  |
| <b>March 26, 2017</b>     | New 2017 spring quarter Licensees check in between 12:00 p.m. and 3:00 p.m.   |
| <b>March 27, 2017</b>     | Spring 2017 First day of classes  |
| <b>March 27-28, 2017</b>  | Check-in continues 8:00 p.m. to 10:00 p.m.  |
| <b>March 28, 2017</b>     | All new spring quarter Licensees must be checked in by 10:00 p.m. Licensees who do not check in by 10 p.m. on March 28, 2016, and have not communicated prior with the Assignments Coordinator, will have their contract cancelled. |
| <b>March - April 2017</b> | Returning Resident Process (approximate)  |
| <b>May 2017</b>           | Summer License Agreements due (approximate)   |
| <b>May 1-31, 2017</b>     | Spring quarter Health and Safety Checks   |
| <b>June 2 - 9, 2017</b>   | 24 Hour Quiet Hours   |
| <b>June 5 - 9, 2017</b>   | Final Exams   |
| <b>June 9, 2017</b>       | All non-summer Licensees move-out by 2:00 p.m. All meal plans end at 1:30 p.m. (this includes Flex dollars).  |

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# Terms and Conditions

## 1. Application

In order to apply to Student Housing, the student must be provisionally admitted to the University. A non-refundable application fee of \$40.00 is required when submitting an application. This fee is charged to cover the administrative cost of processing the rental application for a Student Housing facility. Applications will not be processed without payment of this fee.

## 2. Eligibility

To be eligible for on-campus housing, a student must be enrolled at California State University, East Bay unless exception is petitioned and approved by the Director of Student Housing or a designee. In addition, priority will be given to those students who are actively enrolled in 12 undergraduate or 8 graduate units. The License Agreement may be revoked by the University if the Licensee fails to meet the above minimum requirements. All assignments to a Student Housing space are contingent upon acceptance and proper enrollment at California State University, East Bay. If the Licensee is not admitted or is disqualified/suspended during the duration of this License Agreement, it is the Licensee's responsibility to notify Student Housing immediately by completing a *Request to Cancel* form. The Licensee will be charged for rent (and meal plan if applicable) until written notification is received by Student Housing.

## 3. Terms

All Licensees must check in by the deadlines listed below. Should Licensee choose not to check in to the assigned space by the deadline, the Licensee's Student Housing reservation will be cancelled and prorated charges will be assessed; conditions of Section 8 of the License Agreement will apply.

Licensees retain access to the assigned space throughout the academic year including all holidays and breaks. Licensees who plan to attend summer session or reside on-campus during the summer will need to complete a summer contract in May 2016.

### **SUMMER 2016:**

Housing for summer 2016 is available to students who attend summer classes at CSUEB, or current spring Licensees who wish to remain on campus during the summer.

The license for the summer quarter begins at 10:00 a.m. on Sunday, June 19, 2016, and ends 24 hours after the Licensee's last final examination, and in no case later than 2:00 p.m. on Friday, September 2, 2016.

Licensees transitioning from the 2015-2016 License period begin the summer contract on Friday, June 10, 2016.

Licensees transitioning to a fall 2016 assignment must fill out a Summer Addendum; these Licensees begin the academic year contract on September 18, 2016.

Licensee must check in before 10:00 p.m. on Tuesday, June 21, 2016. Licensee's contract will be cancelled if Licensee does not check in, and did not communicate with the Assignments Coordinator, as it will be considered a no-show.

## **FALL 2016 (ACADEMIC YEAR 2016-2017):**

The license for the academic year begins at 10:00 a.m. on Sunday, September 18, 2016, and ends 24 hours after the Licensee's last final examination, and in no case later than 2:00 p.m. on Friday, June 9, 2017. Exceptions will be reviewed on an individual basis.

Licensees must check in before 10:00 p.m. on Wednesday, September 21, 2016. Licensee's contract will be cancelled if Licensee does not check in, and did not communicate with the Assignments Coordinator, as it will be considered a no-show.

If a Licensee plans to stay on campus during winter break, an *Intent to Stay* form must be submitted to Student Housing online. Information about this process will be available on the SHRL website and a link to this form will be sent via email in the fall quarter.

## **WINTER 2017:**

The License Agreement for the winter and spring quarters begins on Sunday, January 1, 2017, and ends 24 hours after the Licensee's last final examination, and in no case later than 2:00 p.m. on Friday, June 9, 2017. Exceptions will be reviewed on an individual basis.

Licensee must check in before 10:00 p.m. Tuesday, January 3, 2017. Licensee's contract will be cancelled if Licensee does not check in, and did not communicate with the Assignments Coordinator, as it will be considered a no-show.

## **SPRING 2017:**

A license for the spring quarter begins on Sunday, March 26, 2017, and ends 24 hours after the Licensee's last final examination, and in no case later than 2:00 p.m. on Friday, June 9, 2017.

Licensee must check in before 10:00 p.m. Tuesday, March 28, 2017. Licensee's contract will be cancelled if Licensee does not check in, and did not communicate with the Assignments Coordinator, as it will be considered a no-show.

## **4. Room Assignments and Changes**

Licensees will have the opportunity to choose a preferred building, room, and occupancy type based on the date of submission of the initial payment and completion of the online contract through the Room Selection Process based on space availability.

Student Housing will make every effort to assign Licensees to the requested area or community and occupancy type based on preference and qualifications required to meet established criteria of any community, yet reserves the right to assign any Licensee to any space based on administrative need, regardless of Licensee qualifications. Student Housing cannot guarantee any roommate matching requests.

Licensees who request a space in a community that is initially full may be automatically placed in an alternate location until the requested space becomes available. Licensee will be automatically placed on a waiting list for the requested space. Prior to assignment letter notification, as spaces open, individuals on the waiting list will be re-assigned. After assignment letters have been sent, Licensees on the waiting list will be contacted via email prior to being re-assigned.

### ***Inability by Student Housing to honor assignment preferences will not void this License Agreement.***

**Co-Ed Apartments** - Student Housing and Residence Life at CSUEB offers co-ed housing as an option for Licensees. Co-Ed Apartments consist of different gendered rooms within an apartment (Licensees will be paired with someone of the same gender in Licensee's bedroom but may have different genders in the apartment/suite). Licensee may choose this option during the Returning Resident Process; new applicants may identify this option when they complete the housing contract. Space is limited and may be subject to the date of receipt of the contract.



**Gender Open Housing** - Student Housing and Residence Life at CSUEB is committed to providing a safe and comfortable space for all. As there are individuals that do not identify in traditional gender roles, we would like to work towards creating living spaces that are genuinely comfortable based on the individual student's need. As such, students who choose "gender open" as they complete the housing contract will be contacted by a member of our Student Housing and Residence Life staff to follow up regarding Licensee's specific needs. Current Licensees may choose this option during the Returning Resident Process; new applicants may identify this option when they complete the Student Housing contract. Space is limited and may be subject to the date of receipt of the contract.

**Living and Learning Community (LLC)** - Incoming transfer students have the option to live in the Transfer Living Learning Community. Transfer students who select the single-occupancy living option will automatically be placed in this Living Learning Community on a first come, first served basis. Residents of this community will receive specialized support and programming aimed at guiding and enhancing the transfer student experience.

Every Licensee is assigned to a specific room and bed space, and must occupy only the assigned room and bed space during the term of their contract. New Licensees may be assigned at various times during the year; therefore, vacant bedrooms/bed spaces must be ready to be occupied because these may become occupied without prior notice. However, as a courtesy, Student Housing will make every attempt to notify roommates of an incoming Licensee, but in some cases, advanced notice may not be possible. Licensees who occupy or utilize a space not officially assigned to them will be charged a \$100.00 fee per day of liquidated damages and any additional fees associated with cleaning bed spaces and/or common area spaces.

Student Housing understands that roommate conflicts may develop or Licensees may wish to move to a different apartment, suite, or room. In order to establish who has checked in, cancelled, or delayed their check-in date and to ensure all Licensees have moved into the proper spaces, no room changes will occur during the first week of each quarter. Failure to go through the correct Room Change process will result in each Licensee who has changed rooms/bedspace moving back to the originally assigned room/bed space, may result in a fine of \$100.00 for moving without approval, and may involve potential disciplinary action. Refer to section 4.15 - Room and Roommate Changes in the Policies, Regulations, and Procedures section for additional information.

Each Licensee who is approved for a room change will be subject to a \$50.00 room change administrative fee. This charge is waived once per academic year if approved during the quarterly Room Change Process.

## **5. Occupancy**

For the academic year, winter, and spring quarters, the License Agreement grants Licensee permission to occupy space during the break periods noted in Section 3 - Terms.

Specific assignment of a space in an apartment shall be made by the University at the time of occupancy, and may be changed from time to time in the interest of health, discipline, vacations, recesses, management, and/or general welfare of the Licensee(s).

## **6. Returning Resident Process**

This process grants residents priority in reserving a space for the next academic year. In order to be eligible to participate, Licensees must be in good financial standing and live on-campus when this process begins. Licensees who have a past due balance will have an account hold and will not be able to participate until the past due balance has been paid. Once payment has been cleared, the Resident Account Coordinator will remove the hold. Licensees who do not participate in the Returning Resident Process and wish to apply at later date will be considered new applicants and priority will not be granted. Licensees who participate in the 2016-2017 Returning Residents Process and cancel the 2015 - 2016 contract will forfeit the 2016-2017 reservation.

## **7. Enhancement of Educational Experience**

Student Housing Staff will work with Licensees to develop a community within the Student Housing facility to enhance students' educational experience at the University. University 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 opportunities available to Licensee.

Licensee agrees to recognize the importance of maintaining the Student Housing facility as an environment which is conducive for fellow Licensees to study, live, and sleep. While in the Student Housing facility, Licensee agrees not to disturb this environment.

## 8. Additional Conditions

This License Agreement is subject to the regulations contained in Title V of the California Administrative Code, Sections 42000-42103. A copy of those regulations is available through the Student Housing office during normal business hours, at local libraries, or online at <http://www.cde.ca.gov/ls/fa/sf/title5regs.asp>

- a. Licensee agrees to comply with the Student Code of Conduct, the Student Housing Policies and Regulations within this License, and the CSUEB Student Housing Community Living Guide and any subsequent amendments.
- b. This License shall not be assigned or sublet.
- c. This License Agreement shall not be transferred, except as permitted in Section 12 - Cancellation of License.
- d. It is understood and agreed by Licensee and University that no lease or any other interest in real property is created by this Agreement.
- e. University assumes no responsibility for property of Licensee which is stolen, damaged, or destroyed, including periods when the Licensee is not in occupancy, or after the term of occupancy has expired.
- f. Repair and/or construction projects may be necessary. Scheduled projects requiring entry into Licensee's room will result in University notifying Licensee. Emergency repair will not require notification. Licensee will be responsible for safeguarding Licensee's belongings.
- g. All first year Licensees will be provided information about meningococcal disease and the availability of a vaccine. Licensee will be required to sign a form indicating receipt of this information and indicating whether or not Licensee has received, or intend to receive, a vaccination.
- h. Licensee stipulates that Licensee does not have a health condition that might be affected by group living. Residence halls are 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. Consult with your physician **before** signing the terms of the License Agreement to determine if group living is an appropriate environment for you.
- i. Any Licensee suspected of having a communicable disease could be isolated in Licensee's room or another assigned room while waiting for a diagnosis. Any Licensee exposed to a communicable disease should make an appointment with a physician at Student Health Services to discuss the possible exposure, symptoms, and treatment (if any treatment is available). Examples of communicable and infectious diseases may include: chicken pox, hepatitis, measles, and tuberculosis. In the instance of an outbreak, Student Housing will follow University and local emergency protocols.
- j. Licensee must be a matriculated student who remains regularly enrolled throughout the license period. If the Licensee's provisional admission is rescinded, or Licensee is academically disqualified between quarters, the Licensee may not occupy a bed space within the Student Housing facilities and must cancel the Student Housing contract in writing and/or appeal to the Student Housing Director/designee for an exception. (See Section 2 - Eligibility)
- k. Student Housing values the academic success of all students. If the academic progress of a student is deemed to be in jeopardy, information related to student academic performance (including grades) might be released to appropriate paraprofessional and professional staff.

## 9. Dining Services

### Meal Plans

Meal plans are required for all Licensees living on campus; all first-year students who live in the Suites are required to have either the Red or Black meal plan. For specific information/rates, please view the Payment Schedule or visit the Dining

Services web page

[https://csueastbay.campusdish.com/Commerce/Catalog/ShopSubCategory.aspx?category=All\\_Products\\_6660&lid=6660&root=Meal\\_Plan](https://csueastbay.campusdish.com/Commerce/Catalog/ShopSubCategory.aspx?category=All_Products_6660&lid=6660&root=Meal_Plan)

The Dining Commons is an “All-You-Care-To-Eat” program. In an effort to not be wasteful, please only take what you can eat. With the “To Go” program, you can use your dining swipe and grab a meal to go. A To Go container will only be distributed if you present cashier with a “rain check” card that is distributed at check-in. To Go containers are tracked with the rain check card so each time you receive a To Go container the cashier will ask for your rain check card. Once you bring back your To Go container the cashier will hand back your rain check card. If a Licensee loses a To Go container and/or rain check card, it costs \$5 for a replacement, which can be purchased from the Dining Commons cashier.

In addition, all meal plans include Flex Dollars, which can be used at any of the campus retail dining facilities according to the rules of the chosen plan. A wide variety of nationally, regionally, and ethnically branded concepts are available to enjoy. Unused Flex Dollars roll over from fall quarter to winter quarter, and winter quarter to spring quarter. Unused Flex Dollars at the end of the spring quarter do not roll over. Cancellation of the contract will also cancel the meal plan on the cancellation date.

### **Meal Plan Changes**

All meal plan change requests are to be submitted during the first two weeks of quarter (fall quarter September 18, 2016 to September 30, 2016; winter quarter January 1, 2017 to January 13, 2017; spring quarter March 26, 2017 to April 7, 2017). The meal plan change request will be reviewed and then approved/denied by the first business day of the third week, at which time approved changes will take effect. Changes between meal plans may result in an additional cost and will be posted to your student account.

### **Special Dietary Needs**

Licensees who have a dietary concern or need and the current options at the Dining Commons are not meeting those concerns or needs, please contact Dining Services at (510) 885-2540 or visit the website at <https://csueastbay.campusdish.com/>.

### **Policies and Regulations**

The Student Housing judicial system collaborates with the University Student Conduct process. The purpose of the Student Conduct process is to administer the Student Conduct Code in a manner that is consistent with the University’s core values of fairness, honesty, and integrity.

In accordance with the student code of conduct and policies set forth by Dining Services, unacceptable behavior or failure to adhere to policies may result in permanent removal of a Licensee from the Dining Commons. In addition to all policies of the Conduct Code, additional policies in effect at the Dining Commons include but are not limited to the following:

- Licensees and guests must carry identification at all times while in the Residence Halls, Dining Commons, or any Student Housing property. Licensee’s Bay Card must be presented to the Dining Commons checker or retail cashier for each meal and on demand if requested by a member of the Student Housing or Dining Commons staff or upon request by a University staff member. Failure to present ID, presenting fabricated, falsified, or misrepresentative ID, permitting others to use IDs for the purpose of improperly gaining access to Residence Halls, rooms, Dining Commons, use of equipment, or any other service or facility is prohibited.
- Licensee’s meal plan is not transferable. Assisting unauthorized persons to enter the Dining Commons or to use your Bay Card is in violation of the terms and conditions of the License Agreement. Bay Cards found to be in the possession of an unauthorized user will be confiscated and may result in additional charges and/or conduct action.
- No dishes or utensils other than To Go items may be taken from or brought into the building

without permission of a Dining Commons staff member.

- To Go containers are available by turning in a “rain check” card provided to you during check-in. Containers are to be returned to Dining Commons on a daily basis for cleaning. If containers are lost, additional charges will apply.
- Licensees and guests are required to bus dishes and accompanying trash. “Food fights,” “trashing” tables, etc. are not permitted and will result in disciplinary action and revocation of License Agreement.
- Licensees must comply with reasonable requests of Dining Commons and Student Housing staff while in the Dining Commons.

## 10. Maintenance of Premises

University shall provide Licensees with the furnishings that differ based on specific type of accommodations. Prior to move-in, Student Housing ensures that the conditions of all furnishing are noted using an online inventory management system. Licensee agrees to give reasonable care to the living environment and its furnishings and to make payment for any damage or loss. Licensee shall vacate the living unit in good order and repair, or Licensee shall pay the University the reasonable costs incurred in returning the living unit to a condition of good order and repair.

Licensee shall make no alteration to the Student Housing facility without the permission of the University. Alterations include, but are not limited to: painting, wall paper, anchoring or installing book shelves, installing athletic equipment, and removing safety or security equipment (i.e. door closers, fire extinguishers, or smoke detectors). Any structural addition or alteration is prohibited without written permission of the University and is subject to damage charges.

## 11. Utilities

Directives of the State of California concerning energy conservation will be enforced and alterations may be made to Student Housing facilities based on federal, state, and county regulations. Utilities (electricity, gas, and water) may be limited upon state directives.

Excessive utility charges will be equally assessed among all occupants of a unit. Utility bills will be assessed approximately one month after the actual usage. Therefore, each Licensee is asked to conserve energy within Licensee’s living space (including turning room lights and appliances off when not in use and/or use of Energy Star appliances). Please see Energy/Water Conservation in the Policies, Regulations, and Procedures section for more information.

## 12. Cancellation of License

A written request to cancel a reservation less than thirty (30) days before the beginning of the occupancy period shall include Licensee's statement of reasons. The University may exercise its discretion to grant or deny the request. Student Housing may deny the request for cancellation, wherein the Licensee shall owe the full fee period of the license (academic year), plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information section, and a \$100.00 cancellation fee. In any case, the charges will be prorated if a replacement acceptable to the University is found. All empty spaces within all facilities will be filled before any Licensee's license can be replaced.

Licensees who are approved to cancel may be charged a \$100.00 cancellation fee, 30 days’ rent fee, plus the nonrefundable fees described in the Payment Information section.

Failure to receive an assignment electronically or by mail is not cause to cancel the License Agreement. A release due to financial hardship or illness should include the following:

***Financial Hardship\****. It must include verification appropriate to the circumstance and must be a loss of income that

has occurred since the cancellation deadline (on or after Friday, August 19, 2016 for the academic year; on or after Friday, December 2, 2016 for new Licensees entering for the Winter quarter; and on or after Friday, February 24, 2017 for new Licensees entering for the Spring quarter).

***Illness\****. A release due to illness must include the appropriate medical documentation including a description of diagnosis provided by a licensed physician. The letter must be on the physician's letterhead and must include a statement of how living on campus is related to the illness and the Licensee's treatment. Request for release due to pre-existing environmental allergies, asthma, ADD, ADHD, social phobia, eating disorders, or other health conditions that might be affected by group living will not be considered (refer to Terms and Conditions, Section 8.i)

*\*For information about necessary documentation please refer to Appendix A.*

a. Cancellation by Licensee Before Occupancy

The occupancy period begins Sunday, September 18, 2016 for the academic year; Sunday, January 1, 2017 for new Licensees entering the winter quarter; and Sunday, March 26, 2017 for new Licensees entering the spring quarter. Licensee may cancel a reservation for a space in the facility by giving written notice to Student Housing at least thirty (30) days before the beginning of the occupancy period (on or before Friday, August 19, 2016 for the academic year; on or before Friday, December 2, 2016 for new Licensees entering the winter quarter; and on or before Friday, February 24, 2017 for new Licensees entering for the spring quarter). A \$100.00 cancellation fee will be charged.

Failure to receive an assignment electronically or by mail is not cause to cancel the License Agreement.

b. Cancellation After Occupancy

Each Licensee's agreement is for a full academic year (or full winter and spring for new Licensees entering winter and full spring for new Licensees entering spring). Any Licensee who requests to vacate the Student Housing facility must give notice, in writing, of intention to vacate and the reason theretofore.

Student Housing may exercise its discretion to grant or deny a request to vacate.

Student Housing may approve the request to vacate, wherein the Licensee shall owe an amount equal to a prorated charge for each day from the beginning of the fee period (as defined in Section 3) through the end of the occupancy period, 30 days' rent, plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information, and a \$100.00 cancellation fee.

Student Housing may deny the request to vacate, wherein the Licensee shall owe the amount due under the full fee period of the License (academic year), plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information, and a \$100.00 cancellation fee. Charges will be prorated if a replacement acceptable to Student Housing is found. All empty spaces within all facilities will be filled before any Licensee's license can be replaced.

Licensees who have petitioned to cancel and have forged or knowingly provided false information/documentation to Student Housing will be referred to the Office of Student Conduct, Rights, and Responsibilities for disciplinary action per section 41301 of Title V, and California Administrative Code. Following all of the appropriate cancellation procedures is the responsibility of the Licensee. "Request to Cancel" forms and guidelines are available in the Student Housing Office. ***Unless cancellation is officially approved and appropriate check-out procedures followed, the Licensee is required to pay for the entire License period.*** Account adjustments take at least 4-6 weeks from official date of move-out.

Roommate/community-related issues are not considered grounds for cancellation and will be referred to Residence Life staff for follow-up and appropriate response as warranted/possible.

Current Licensees who will not be attending CSUEB in the winter quarter and wish to cancel the contract should submit a "Request to Cancel" form by November 9, 2016 to avoid having winter charges assessed to their account. Current Licensees who will not be attending CSUEB in the spring quarter and wish to cancel the housing should submit a "Request to Cancel" form by February 15, 2017 to avoid having spring charges assessed to Licensee's account. Cancellations submitted and approved after this deadline will not have any late fees adjusted that may have been assessed due to late or non-payment.

### **13. Revocation of License Agreement**

University may revoke this License Agreement for any of the following reasons:

- a. Conduct by the Licensee, which, in the determination by the Director or designee, constitutes or would constitute misconduct within the meaning of section 41301 of Title V, California Code of Regulations. No disciplinary proceedings need be commenced against the Licensee by the University under section 41301 for purposes of revocation of the License Agreement under this section; furthermore, the License Agreement may be revoked under this section regardless of whether disciplinary proceedings are commenced against the Licensee by the University under section 41301, and regardless of the outcome of those disciplinary proceedings.
- b. If the Licensee is convicted of any misdemeanor or felony committed on University property, or involving any member of the University community (e.g. students, staff, or faculty) whether on or off University property or that is otherwise University-related.
- c. Breach of any term of this License Agreement, specifically including, but not limited to, breach of any of the Policies and Regulations contained in this License Agreement.
- d. Nonpayment of License Fees.
- e. Breach of any of the provisions of Sections 42000, et seq. of Title V, California Code of Regulations.
- f. Failure of Licensee to maintain status as a student at the University through academic dismissal or all other withdrawals. Students must be matriculated and/or enrolled in the regular academic program at CSUEB.
- g. Administrative necessity of the University. Administrative necessity exists when any condition not reasonably foreseen at the time of confirming a reservation, issuing a license, or renewing a license occurs and prevents the campus from making or continuing to make a Student Housing facility available to the Licensee. Such conditions shall include, but are not limited to, damage caused by floods, slides, fire, earthquake, and other natural disasters; vandalism; civil disorder; compliance with state or federal law; interruption of basic services because of labor strife. Such conditions shall also include a drop in the rate of cancellation not reasonably foreseen by the campus, if such drop results in an overbooking of available Student Housing facilities.
- h. If the continued presence of the Licensee poses a danger to themselves or other Licensees, staff, faculty, or other members of the University community.

University shall provide Licensee no less than three (3) days' notice in the event of an occurrence described above, except in cases of emergency.

Licensee will be assessed charges according to Terms and Conditions, Section 12 b.

### **14. Abandonment or Termination by Licensee**

Except as permitted in Section 12 a and b, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due to Student Housing, so long as University does not terminate Licensee's right to possession.

### **15. Disposition of Property**

Any property of Licensee remaining on the premises after abandonment, termination, eviction, or revocation of this license may be removed and placed in storage. A fee will be charged for such storage. Property may be claimed by Licensee or authorized agent upon full payment of storage charge. Any property of the Licensee remaining in the Student Housing facility may be removed and stored by the University at the expense and risk of the Licensee and will be disposed of pursuant to the laws of the State of California as outlined in Title V, Section 42375, entitled Care, Restitution, Sale or Destruction of Lost Property, and Section 42376, entitled Proceeds of Sale. Licensee releases the University from any liability for any damages or loss to property disposed of in the manner described above.

## 16. Destruction or Unavailability

In the event that a bed space 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 account adjustment 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, and other natural disasters; vandalism; civil disorder, compliance with state or federal law; interruption of basic services because of labor strife; a drop in the rate of cancellations not reasonably foreseen by the University, if such a drop results from an overbooking of available Student Housing facilities.

## 17. Notice of Vacating

Any Licensee who requests to vacate a Student Housing facility shall give at least thirty (30) days' written notice of intention to vacate and the reasons theretofore. CSUEB Student Housing, using the standards established pursuant to Title V, Section 42017, may grant or deny the request to vacate.

## 18. Vacating the Housing Facility

Licensee shall vacate the CSUEB Student Housing facility to which the Licensee is assigned on the expiration of the license period, or upon termination of the license to use the facilities, or revocation of this License Agreement, whichever occurs first. (See "Check-in/Check-out," under Policies, Regulations, and Procedures). Any Licensee who does not vacate the Student Housing facility as required by this section shall be evicted in the manner provided by the laws of the State of California and charged a daily rate through the length of stay. The University may charge any other applicable fees or charges. The matter shall be referred to the CSU Office of General Counsel for appropriate legal action. Any property of the Licensee remaining in the Student Housing facility may be removed and stored by the University at the expense and risk of the Licensee and will be disposed of pursuant to the laws of the State of California as outlined in Title V, Section 42375, entitled Care, Restitution, Sale or Destruction of Lost Property, and Section 42376, entitled Proceeds of Sale.

## 19. Nonpayment of License Fees

Nonpayment of License Fees may, at the discretion of the University, result in:

- a. Assessment of late fees as stated in the payment schedule. In addition to the late fee, failure to pay, as agreed, may result in interest at 10% per annum on any delinquent amounts during the period of the delinquency.
- b. Revocation of the License Agreement with financial penalties, as noted in Section 12.
- c. Withholding of University services pursuant to Section 42380, ET. Seq., Title V, California Code of Regulations. This includes withholding official transcripts and denial of registration.
- d. Offset of paychecks, loans, grants, or scholarships payable through the University, or tax refunds through the Franchise Tax Board.
- e. Notification of default to credit bureau organizations.
- f. 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.
- g. Legal action to collect unpaid obligations.
- h. By signing 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 judgment of University, be necessary or helpful in the collection of delinquent obligation arising out of the Agreement.
- i. By signing to the terms of the License Agreement, Licensee agrees that Student Housing fees are an extension of credit for living expenses and are considered an educational debt.
- j. Licensee waives the benefit of any limitations affecting liability or the enforcement thereof to the extent permitted by law (California Code of Civil Procedures 360.5).

## **20. Refunds**

The University shall authorize refunds only as provided herein or in Title V of the California Code of Regulations or other applicable law.

## **21. Right of Entry**

The University shall have the right to enter the premises occupied by the 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.

## **22. Visitors and Guests**

Licensee shall permit no visitors or guests to enter Student Housing facilities except as permitted in Policies, Regulations, and Procedures of this License Agreement.

## **23. 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.

## **24. Waiver**

The waiver by University of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance of rent hereunder by University shall not be deemed to be a waiver of any preceding breach by Licensee of any term, covenant, or condition of this License Agreement, other than the failure of Licensee to pay the particular rental so accepted, regardless of University's knowledge of such preceding breach at the time of acceptance of such rent.

## **25. Hold Harmless**

Licensee agrees to indemnify and hold the University, the Trustees, and the State of California harmless from any and all claims arising from Licensee's use or occupancy that is improper, illegal, or a violation of the License Agreement and/or state or federal laws, where applicable.

## **26. Taxable Possessory Interest**

It is the position of the 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 License Agreement.

## **27. 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 online and is maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which the Licensee resides.



## 28. Renter's Insurance

The University has no insurance to cover the personal or property damage of Licensee; so, during the period covered by this License Agreement, the University *highly recommends* at the Licensee's expense to obtain insurance, such as a renter's policy. Insurance information is available in the Student Housing office and/or on the website.

## 29. Campus Safety Act

The University Police Department works hard to ensure that everyone in the CSUEB community is aware of safety issues that may affect them. The Campus Safety Act, also known as the Jeanne Clery Act, requires universities to report annual crime statistics, to provide timely warnings of serious crimes when there may be a threat to others, and to keep a public log of campus incidents. CSUEB is in full compliance with this federal mandate, and our Safety and Security Reports are available to the entire campus community. For more on the Campus Safety Act, see the CSUEB Police Department's website at <http://www20.csueastbay.edu/af/departments/upd/campus-security-report.html>.

## 30. Emergency Contact Information

Licensee agrees to provide requested emergency contact information prior to move-in date. Should emergency contact change during the contract year, it is the responsibility of the Licensee to notify Student Housing and update MyCSUEB immediately. Licensees who fail to provide complete and accurate emergency contact information by specified date may have a judicial hold placed on student records preventing Licensee from accessing campus services such as registration and transcripts.

## 31. Missing Persons Information

University Police will be notified in the event that a student is missing. If the student is under 18, a parent or guardian must be notified. Official missing person reports are required to be referred immediately to University Police. Each student living in on-campus Student Housing facilities is asked to identify an emergency contact person to be contacted in the case of an emergency or when a student is determined to be missing. Only authorized campus officials and law enforcement officers will have access to this information.

## 32. AlertMe

Licensee agrees to follow University policy regarding AlertMe. For more information, please reference the following website: <http://www20.csueastbay.edu/emergency/>.

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# Policies, Regulations & Procedures

## Introduction

Described below are the Policies and Regulations which govern all CSUEB Student Housing occupants. By completing and signing the License Agreement, Licensees agree to all of these provisions. **Applicants should read these provisions carefully before submitting a completed License Agreement.**

Inappropriate conduct by students is subject to discipline on the CSUEB campus. In collaboration with the Office of Student Conduct, Rights, & Responsibilities, Student Housing and Residence Life coordinates the discipline process and establishes standards and procedures in accordance with regulations contained in Sections 41301 through 41304 of Title V, California Code of Regulations. A copy of these regulations can be found in the current edition of the CSUEB General Catalog. All violations of the Terms and Conditions or Policies and Regulations below are subject to review by the Office of Student Conduct, Rights, & Responsibilities for violation of 41301 through 41304, and will be grounds for judicial sanctions and/or eviction from CSUEB Student Housing facilities. Conduct that is in violation of the law will be referred to University Police for investigation, if warranted.

## Accountability

Each Licensee is viewed as a responsible person who will be held accountable for Licensee's actions and the actions of Licensee's guests. Licensees will be held accountable for their behavior when in violation of the policies and regulations governing Student Housing and Residence Life facilities. When misconduct is reported, every incident will receive due process in accordance with campus policy as well as federal, state, and local law, following the appropriate course of action as determined by University Police and University Administration. Be advised, incident investigation requires adequate time for completion before any action can be taken.

## Community Living

Each Licensee agrees to act in a manner that is conducive for fellow Licensees to study, live, and sleep. Each Licensee agrees to not disturb this environment, and also agrees to demonstrate reasonable efforts to resolve roommate and/or residence hall problems. Licensees are expected to report uncivil treatment of others, vandalism, and other violations of the License Agreement to Student Housing staff.

## License Violations

Licensees who are believed to be in violation of one or more policies may be referred by Residence Life staff to the Housing Student Conduct Process, Office of Student Conduct, Rights, & Responsibilities, University Police Department, or any combination of the three for appropriate action. The judicial system ensures a Licensee's right to due process throughout the proceedings. Questions about judicial referrals should be directed to Student Housing staff.

## University Policies (Student Conduct Code)

Licensees are required to abide by all university policies as outlined in the CSUEB Student Conduct Code <http://www20.csueastbay.edu/students/campus-life/student-life/sdja/student-conduct.html>. Refer to the catalog for specific policy numbers.

# Housing Policies

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## 1. Safety and Security

### 1.1 - Concealment of Violations

Licensees have a responsibility to take appropriate action, which includes, but is not limited to, informing a Residence Life staff member if they become aware of any policy violations.

### 1.2 - Cooperation with Staff/Community Requests

**1.2a – Cooperation with Staff:** Licensee and Licensee’s guests are expected to comply with any reasonable request of a University staff member or authorized official. Such requests may include, but are not limited to: producing identification, key, Bay Card, or access token; reducing noise levels; disposing of alcoholic beverages; disposing of drugs and drug paraphernalia; or leaving a location. At any time, any staff member may make a reasonable request for the overall health and safety of members of the CSUEB community.

**1.2b – Cooperation with Community:** Licensees are expected to comply with any reasonable requests made by a roommate or Student Housing community member. As a member of a community, the rights and compelling interests of the community outweigh those of the individuals. Community concerns include, but are not limited to: lowering loud music, personal belongings usage, or guest over-visitation.

### 1.3 - Disruptive Behavior/Disorderly Conduct

Any conduct that disrupts the normal order of the community is considered disorderly and is prohibited. Licensee is responsible for Licensee’s actions as well as the actions of their guests while in any Student Housing facility or on Student Housing grounds.

### 1.4 - False Information

Intentionally giving false information to any designated University official or to the University is prohibited.

### 1.5 - Guests/Visitation

**1.5a – Guests:** Individuals are considered a non-Licensee of any building that they are not officially assigned to live in. Non-Licensees are not permitted to access any Student Housing facility unless escorted by Licensee. Licensee is considered the hosts of guests and, as such, must accompany guests at all times while in Student Housing facilities. Unescorted and unregistered individuals found in Student Housing facilities will be escorted off of Student Housing property and/or be cited by University Police for criminal trespass. Residence Life Staff reserve the right to refuse entry to any guests who are believed to be violating any other policy located in this Student Housing License Agreement.

**1.5b – Visitation Hours:** Residence Hall Visitation hours for all non-building Licensees are as follows:

**Sunday-Thursday: 9 AM - 11 PM**

**Friday & Saturday: 9 AM - 1 AM**

Visitation outside of these hours is deemed an overnight stay and must have been approved in advance. See 1.5h for specific overnight guest policies.

**1.5c - Guest Entrance:** The exterior doors of all the residence halls are locked 24 hours a day. Visitors are only permitted to enter a building with the escort of the host. Entrance by any other means is not permitted.

Uninvited guests are not welcome in the residence halls. Permitting uninvited guests into these areas is in

violation of Student Housing security policies.

**1.5d – Guest Behavior:** Any problems created by a guest are the responsibility of the sponsoring Licensee. Licensees are expected to inform their guests of all Student Housing and CSUEB policies, and will be held judicially and financially accountable for Licensee's guests' actions.

**1.5e – Identification:** All guests and Licensees must present valid photo identification when asked by a Student Housing staff member or by UPD. A valid photo identification consists of a driver's license, state-issued identification card, military ID, passport, or Bay Card.

**1.5f – Guest Sign-In:** All guests must sign in at the front desk during designated hours. All guests, regardless of relationship to the Licensee (parents, siblings, etc.), must comply with this policy by presenting valid photo identification. If a Licensee is hosting a guest prior to the designated check-in times, the Licensee must escort the guests to the check-in desk when it opens.

**1.5g – Guest Amounts:** Due to occupancy requirements, a Licensee may check in a maximum of two guests at a given time, up to a maximum of 16 people in an apartment or 20 people in a suite, including the Licensees residing in those spaces.

**1.5h – Overnight Guest(s):** Student Housing allows 24-hour visitation for guests, when an Overnight Guest Request form (form is available at the Student Housing Office or your RLC) is submitted at least 72 hours prior to arrival. Licensees may have non-Licensee overnight guests stay in Licensee's room for up to three nights total per quarter. Apartment and suite occupancy cannot exceed one guest per bedroom, unless otherwise approved by the Residence Life Coordinator. Any Licensee currently residing in on-campus housing is permitted to stay in any other Licensee's apartment in on-campus housing without a limit on number of nights, provided that they are approved through the overnight guest request process. Licensees in violation of this policy may be subject to cost recovery and other fines, in addition to disciplinary action. All roommates must be consulted and agree to overnight guests. Although any guest can be denied permission to stay by a roommate, roommates should consider allowing reasonable accommodation to guests in promotion of a harmonious living environment. Licensees who deny their roommates permission to have a guest should have specific reasons why the guest has been denied permission to visit. Guests may not sleep in building lounges or public areas. Student Housing facilities are single-person housing units and do not provide family living or accommodations for children, partners, or spouses. For the comfort of roommates, younger children, 12 or younger are not permitted to stay overnight in Student Housing facilities. All specific guest regulations are to be determined and mutually agreed upon by the roommates within each room/suite/ apartment. If needed, the Resident Assistant will create a written agreement with the roommates, which is binding and judicially enforceable to establish additional visitation guidelines.

**1.5i – Guest Other:** Additional restrictions may apply during certain times of the year when heightened security is necessary to protect the Student Housing facilities and its Licensees, which can include city-wide events or campus events that greatly affect the Student Housing facilities and surrounding area and events which create crowd control concerns. Student Housing will do everything in its power to notify Licensees as far in advance as possible about such nights, but reserves the right to implement a "No Guest Night" to protect the security of Pioneer Heights' Licensees with little notice. All Licensees are expected to comply with temporary policy additions during these times. Roommate/guests concerns should be taken to a Residence Life Staff member for assistance.

## **1.6 - Harassment and/or Assault**

Student Housing is a diverse community comprised of a myriad of cultures, lifestyles, thoughts, and perspectives. In order to maintain a comfortable environment that both respects and celebrates this diversity, harassment of any kind will not be tolerated. Any form of activity, whether covert or overt, that creates a threatening or harassing environment for any Student Housing Licensee, guest, or staff member will be handled judicially and may be grounds for immediate disciplinary action, revocation of the License Agreement, and criminal prosecution. The following policies are in effect for any resident or their guest that are involved in decision making/incidents that may constitute the violation of these policies.

As per CSU Executive Order 1097:

All Students have the right to participate fully in CSU programs and activities free from Discrimination, Harassment, and Retaliation. The CSU prohibits Harassment of any kind, including Sexual Harassment, as well as Sexual Misconduct, Dating and Domestic Violence, and Stalking. Such behavior violates University policy and may also violate state or federal law.

**1.6a - Prohibited Conduct.** The CSU prohibits:

- Discrimination, including Harassment, because of any Protected Status: i.e., Age, Disability, Gender, Genetic Information, Gender Identity or Expression, Nationality, Marital Status, Race or Ethnicity, Religion, Sexual Orientation, and Veteran or Military Status;
- Retaliation for exercising rights under this policy, opposing Discrimination or Harassment because of a Protected Status, or for participating in any manner in any related investigation or proceeding;
- Dating and Domestic Violence, and Stalking;
- Sexual Misconduct of any kind, which includes sexual activity engaged in without Affirmative Consent; and,
- Employees from entering into a consensual relationship with any Student over whom they exercise direct or otherwise significant academic, administrative, supervisory, evaluative, counseling, or extracurricular authority.

The University shall respond promptly and effectively to all complaints of Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking, and shall take appropriate action to prevent, correct, and discipline conduct that violates this policy. This Executive Order is intended to protect the rights and privacy of both the Complainant and the Respondent, as well as other involved individuals.

Employees and Students who are found to have violated this policy shall be subject to discipline commensurate to the violation. If Employee discipline is warranted, it shall be administered in a manner consistent with applicable collective bargaining agreements, CSU policies, and legal requirements. Student discipline shall be administered in accordance with 5 Cal. Code Regs. § 41301 and Executive Order 1098, or any superseding executive order.

**1.6b - Discrimination.** The CSU strives to be free of all forms of Discrimination, including Harassment, because of a Protected Status. It is CSU policy that no Student shall be excluded from participation in, or be denied the benefits of, any CSU program or activity because of any Protected Status.

**1.6c - Retaliation.** Retaliation against a Student for exercising any rights under this policy or for opposing Discrimination or Harassment because of a Protected Status, Sexual Misconduct, Dating and Domestic Violence, and Stalking, or for participating in any manner in any policy-related investigation or proceeding is prohibited.

No victim or witness in related investigations or proceedings will be subject to disciplinary sanctions by the University for related violations of conduct policies occurring at or near the time of the incident unless the University determines the violation was egregious, including but not limited to plagiarism, cheating, academic dishonesty or conduct that places the health and safety of any other person at risk.

**1.6d - Dating and Domestic Violence, and Stalking.** The CSU prohibits Dating and Domestic Violence, and Stalking. Dating and Domestic Violence, and Stalking are often based on Gender. CSU prohibits all such misconduct whether or not it is based on Gender.

**1.6e - Sexual Misconduct.** All sexual activity between members of the CSU community must be based on Affirmative Consent. Engaging in any sexual activity without first obtaining Affirmative Consent to the specific activity constitutes Sexual Misconduct and is a violation of this policy, whether or not the conduct violates any civil or criminal law.

Sexual Misconduct is a form of Sexual Harassment and may create a sexually hostile environment that affects access to or participation in CSU programs and activities. CSU prohibits all such conduct whether or not it also amounts to Sexual Harassment.

Sexual activity includes but is not limited to kissing, touching intimate body parts, fondling, intercourse, penetration of any body part, and oral sex.

Affirmative Consent means an informed, affirmative, conscious, voluntary, and mutual agreement to engage in sexual activity. It is the responsibility of each person involved in the sexual activity to ensure that s/he has the Affirmative Consent of the other participant(s) to engage in the sexual activity. Lack of protest or resistance does not mean Affirmative Consent, nor does silence mean Affirmative Consent. Affirmative Consent must be voluntary, and given without coercion, force, threats or intimidation.

The existence of a dating or social relationship between those involved, or the fact of past sexual activities between them, should never by itself be assumed to be an indicator of Affirmative Consent. A request for someone to use a condom or birth control does not, in and of itself, constitute Affirmative Consent.

Affirmative Consent can be withdrawn or revoked. Consent to one form of sexual activity (or one sexual act) does not constitute consent to other forms of sexual activity. Consent given to sexual activity on one occasion does not constitute consent on another occasion. There must always be mutual and affirmative consent to engage in sexual activity. Consent must be ongoing throughout a sexual activity and can be revoked at any time, including after penetration. Once consent is withdrawn or revoked, the sexual activity must stop immediately.

Affirmative Consent cannot be given by a person who is incapacitated. A person is unable to consent when s/he is asleep, unconscious or is incapacitated due to the influence of drugs, alcohol or medication so that s/he could not understand the fact, nature or extent of the sexual activity. A person is incapacitated if s/he lacks the physical and/or mental ability to make informed, rational decisions.

Whether an intoxicated person (as a result of using alcohol or other drugs) is incapacitated depends on the extent to which the alcohol or other drugs impact the person's decision-making ability, awareness of consequences, and ability to make informed judgments. A person's own intoxication or incapacitation from drugs or alcohol does not diminish that person's responsibility to obtain Affirmative Consent before engaging in sexual activity.

A person with a medical or mental disability may also lack the capacity to give consent.

Sexual activity with a minor (a person under 18 years old) is not consensual, because a minor is considered incapable of giving consent due to age.

It shall not be a valid excuse that a person affirmatively consented to the sexual activity if the Respondent knew or reasonably should have known that the person was unable to consent to the sexual activity under any of the following circumstances:

- The person was asleep or unconscious;
- The person was incapacitated due to the influence of drugs, alcohol or medication, so that the person could not understand the fact, nature or extent of the sexual activity;
- The person was unable to communicate due to a mental or physical condition.

It shall not be a valid excuse that the Respondent believed that the person consented to the sexual activity under either of the following circumstances:

- The Respondent's belief in Affirmative Consent arose from the intoxication or recklessness of the Respondent;
- The Respondent did not take reasonable steps, in the circumstances known to the Respondent at the time, to ascertain whether the person affirmatively consented.

**1.6f - Consensual Relationships.** Consensual relationship means a sexual or romantic relationship between two persons who voluntarily enter into such a relationship. While sexual and/or romantic relationships between members of the University community may begin as consensual, they may evolve into situations that lead to Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating or Domestic Violence, or Stalking subject to this policy.

A CSU Employee shall not enter into a consensual relationship with a Student or Employee over whom s/he

exercises direct or otherwise significant academic, administrative, supervisory, evaluative, counseling, or extracurricular authority. In the event such a relationship already exists, each Campus shall develop a procedure to reassign such authority to avoid violations of this policy.

This prohibition does not limit the right of an Employee to make a recommendation on personnel matters concerning a family or household member where the right to make recommendations on such personnel matters is explicitly provided for in the applicable collective bargaining agreement or MPP/confidential personnel plan.

**1.6g – Technological Harassment:** Technological harassment encompasses any of the above behavior that has been directed to any community member through technological websites or devices.

**1.6h – Assault:** Assault is “any act of physical intimidation, physical force or physical violence, or the threat of physical force or physical violence, that is directed against any person or group of persons.” This may include, but is not limited to: unnecessary and/or inappropriate touching, pinching, using suggestive gestures or body language, hitting, punching, slapping, or blocking someone’s path.

## 1.7 - Identification

**1.7a – Possession of Identification:** Licensees and guests must carry identification at all times while in the residence halls, suites, apartments, Dining Commons, or any Student Housing property. Licensees are required to carry and provide appropriate CSUEB photo identification upon request by a University staff member.y.

**1.7b – Presentation/Use of Identification:** The following are prohibited: failing to present ID; presenting fabricated, falsified, or misrepresentative ID; permitting others to use IDs for the purpose of improperly gaining access, use of equipment, or any other services in the residence halls, rooms, suites, apartments, Dining Commons, or any other Student Housing facilities.

**1.7c – Lost Identification:** Licensees must report lost or damaged Bay Cards to the Access Office. The charges for lost or damaged cards are as follows: first replacement will cost \$25, the second will cost \$50.00, the third will cost \$75.00, and the fourth and subsequent replacement ID cards within the academic year will cost \$100.00. Additionally, on the third replacement card, the incident will be documented and the Licensee will be referred to the Residence Life Coordinator for judicial action.

## 1.8 - Passive Involvement

Licensees are responsible for choices they make. In the presence of a policy violation, Licensees may attempt to stop the violation, contact Residence Staff and/or immediately remove themselves from the situation and the vicinity of the violation. If a Licensee chooses to remain at the scene of a policy violation, Licensee will be included in the Incident Report and may also be held accountable for a policy violation.

## 1.9 - Recording Devices

**1.9a – Facilities Recording:** Making, attempting to make, transmitting, or attempting to transmit audio or video on Student Housing property for commercial or educational purposes (other than programmatic) are prohibited. Prior written approval is required by the Director of Student Housing and Residence Life, or a designee. Recording programs and events must be verbally pre-approved by the Program Presenter(s).

**1.9b – Privacy Recording-Personal Facilities:** Making, attempting to make, transmitting, or attempting to transmit audio or video of any person(s) on Student Housing property in bathrooms, showers, bedrooms, or other premises where there is an explicit expectation of privacy, without the knowledge and consent of all participants subject to such recordings, is prohibited.

**1.9c – Privacy Recording-Communication:** Students are expected to respect the reasonable expectations of privacy of other individuals within the Student Housing community. Accordingly, students are not permitted to make or attempt to make audio or video recording of private, non-public conversations and/or meetings on

University premises, without the knowledge and consent of all participants subject to such recordings. In such circumstances, the use of undisclosed hidden recording devices is prohibited, as is the transmission and/or distribution of any such recordings. This provision does not extend to the recording of public events or discussions, or to recordings made for law enforcement purposes.

## **1.10 - Social Gathering**

**1.10a – Social Gathering Requirements:** Social gatherings are prohibited on days preceding class days and during break periods. Social Gatherings must be held in compliance with all state laws and University policies. Social Gatherings are absolutely prohibited when 24-hour quiet hours are in effect.

**1.10b – Attendee Requirements:** A social gathering is defined as a gathering in a Student Housing facility at which there are between ten (10) to sixteen (16) people in the Apartments and between sixteen (16) to twenty (20) people in the Suites. Social Gatherings with over sixteen (16) people in the Apartments and twenty (20) people in the Suites are prohibited. Exceptions to this policy are made for any Student Housing sanctioned/approved event or program.

**1.10c – Public Space Usage:** Official use and access of any public space in Student Housing is only available to Student Housing and Residence Life Staff and approved Residence Life leadership groups. Non-Student Housing and Residence Life Staff/Groups must partner with a Student Housing staff in order to reserve and use any public space. This usage is limited to programmatic and training events. Individuals/groups that are not able to partner with a Student Housing staff/leadership group must contact the Student Housing and Residence Life Assistant Director, Educational Development to enter into a financial contract for usage of any space. Exclusive use of the community rooms for private parties, events, programs, meetings, etc., is not permitted. Usage of any public space must be made available to any and all Student Housing Licensees based on official usage times. Approved/scheduled programs, events, meetings, etc., are the only exception to this availability.

## **1.11 - Surveillance Cameras**

Unmonitored surveillance cameras are located in the stairwells and other common areas (e.g., lobby, lounge, laundry room, hallways, dining facilities, etc.) for the protection of Licensees. Exterior cameras may monitor outside areas near the residence halls. Licensees may not install personal surveillance cameras within the Student Housing facilities or grounds. Licensees are not allowed to tamper with any university surveillance cameras. Financial restitution and additional judicial sanctions will be assigned to any individual found responsible for violating this policy.

## **1.12 - Theft**

Theft of, or non-accidental damage to, campus property or property in the possession of, or owned by, a member of the campus community, is prohibited. This includes borrowing without specific prior approval and includes the relocation of lounge or common area furniture. Any accidental damage to campus property or property in the possession of, or owned by, a member of the campus community resulting from the theft or unauthorized usage of said property is the responsibility of the violator.

## **1.13 - Throwing Objects**

Any item(s) (including balls, sports equipment, etc.) may not be used for their intended purpose inside the residence halls. No object may be thrown, projected, or dropped from a window, balcony, or opening. Window screens must be left intact. (Refer to Patios/Balconies/Windows/Screens). Objects that are thrown from windows, balconies, or openings that are specifically projected to cause harm to any community member may additionally face criminal/legal action. Any damage(s) caused by the violation of this policy will be assigned to any individual(s) found responsible.

## **1.14 - Unauthorized Entry**

**1.14a – Unauthorized Use/Occupancy:** Licensees are not allowed in any other bedroom, suite, or apartment



unless invited by the official occupant of that specific bedroom, suite, or apartment. Unauthorized entry and/or occupancy of vacant bed space(s) and/or bedroom(s) is prohibited.

**1.14b – Unauthorized Public Space(s):** Licensees are not permitted in attics or mechanical rooms, or on the roofs or ledges of any property of Student Housing.

## 1.15 - Weapons/Dangerous Items

Possession of weapons and explosives and/or replicas thereof, including, but not limited to: fireworks, firearms, live ammunition, BB guns, pepper spray, tasers, paintball guns, air pellet guns, toxic substances, highly flammable substances, and stink bombs is prohibited. Any knife having a blade longer than five inches is prohibited from use or storage in the residence halls (exceptions may be made for traditional kitchen knives that may only be used and stored in the kitchen or kitchenette). Possession of these items may result in immediate revocation of the License Agreement.

## 2.0 Health and Welfare

Licensees are not allowed to be under the influence of alcohol (if below legal age) or drugs. Licensees exhibiting behavior (smell, speech, and/or other noticeable behavior) that would classify them under the influence will be documented.

### 2.1 - Alcohol

**2.1a – California State Law:** California state law prohibits alcoholic beverages from being sold, furnished, or given to any person under the age of 21.

**2.1b – Alcohol Consumption:** A Licensee who is at least 21 years of age and elects to consume alcohol in Student Housing may do so only if all those present in the room are over 21 years of age, including all roommates. No individual(s) under the age of 21 is allowed to consume alcohol on any Student Housing property.

**2.1c – Alcohol Presence:** If at least one Licensee of a suite, room, or apartment is under 21 years of age, no alcohol is permitted in the common areas of that apartment, suite, or room. Alcohol may only be consumed or stored in the bedroom if all Licensees in that room are 21 years of age or older. No individual(s) under the age of 21 is allowed to be present when alcohol is present.

**2.1d – Age Requirement:** If all Licensees occupying a room, apartment, or suite are over 21 years of age, alcohol is permitted in the living space. No individual(s) under the age of 21 is allowed to be present when alcohol is present.

**2.1e – Open Containers:** No possession, transportation (in plain view), or consumption of open containers of alcoholic beverages is permitted in building common or public areas by any person, regardless of age.

**2.1f – Alcohol Transport:** Licensees who are of age may transport unopened alcoholic beverage containers to their apartment or bedroom in a concealed bag/box.

**2.1g – Common Source:** Kegs or other “common source” containers such as party balls or beverage coolers used as mixing units are not permitted in the Student Housing facilities.

**2.1h – Alcohol Decoration:** No empty alcohol beverage containers may be kept in the room as decorations, regardless of the age of the Licensees occupying the unit.

**2.1i – Disposing of Alcohol:** Any alcohol found that violates the CSUEB alcohol policy or any of the above Student Housing policies, regardless of the age of the owner, must be disposed of under the supervision of a Student Housing staff member. Failure to do so and to cooperate with the request of a Student Housing staff member will result in additional judicial sanctions.

## 2.2 - Drugs

**2.2a – California State Law:** The possession, use, distribution, sale, or manufacture of illegal drugs/narcotics is prohibited by state law and University policy. Such drug activities are not permitted and will not be tolerated in Student Housing facilities or surrounding University facilities/parking lots. Violations of this policy may result in immediate revocation of the License Agreement.

**2.2b – Marijuana Presence:** For Student Housing conduct purposes, the smell of marijuana in addition to the presence of other evidence that supports the use of marijuana on Student Housing property may be sufficient to hold the Licensee(s) accountable. In addition to conduct sanctions, financial restitution will be assigned to any Licensee(s) found responsible for any damage to furniture, bedroom, room, suite, or apartment by the presence (including smell) of marijuana. Violation to this policy may result in immediate revocation of the License Agreement.

**2.2c – Prescription Drugs:** The sale or inappropriate usage of prescription drugs is prohibited on any Student Housing property. Violation to this policy may result in immediate revocation of the License Agreement.

**2.2d – Drug Paraphernalia:** Drug paraphernalia including, but not limited to: pipes, water bong, vaporizers, hookahs, grinders, and rolling papers are prohibited within the residence halls.

## 2.3 - Cleanliness

**2.3a – Bathroom:** Restrooms in common areas that are designated either male or female may only be used by that gender except in Gender Open and Co-Ed apartments. It is an expectation that each Licensee assist in maintaining sanitary bathroom conditions. Licensees may not enter bathrooms when closed for cleaning and/or repairs. Any Licensee/guest that identifies themselves as transgender/gender non-conforming or another gender identity should speak with a Residence Life staff member about specific accommodations/policies.

**2.3b – Cleaning of Room/Suites/Apartments:** Licensees are responsible for regularly cleaning rooms/suites/apartments. Failure to maintain living quarters to the expected minimum standard of cleanliness is a cause for revocation of the Student Housing License Agreement. Should a room, suite, or apartment not meet cleanliness standards, Student Housing reserves the right to clean as necessary. Occupant(s) will be charged accordingly.

**2.3c – Vacancy Cleaning:** In the event that there is a vacant bed space, Student Housing reserves the right to enter the facility for cleaning purposes for readiness for the new occupant. Should belongings be found on the vacant bed space/room/apartment, Student Housing reserves the right to move/pack belongings and Licensees will be issued a cleaning/room readiness charge.

**2.3d – Trash:** Under no circumstances are trash cans or trash to be left in the hallways/corridors outside Licensee rooms/suites/apartments or on balconies or patios. All trash must be disposed of in official Student Housing trash bins/dumpsters located outside each residence hall.

## 2.4 – Health and Safety Inspections

**2.4a – Health and Safety Expectations:** Health and safety inspections are conducted in each living environment regularly to promote healthy living, safe conditions, and care for the facilities. Student Housing and Residence Life will determine the schedule and the amount of health and safety inspections. Licensees are expected to give reasonable care to rooms and furnishings, maintaining sanitary conditions acceptable to the University. Notice will go up within one week of inspections; Licensees need not be present for inspection to occur. Should a room, suite, or apartment not meet cleanliness standards, Student Housing reserves the right to clean as necessary. Occupant(s) will be charged accordingly.

**2.4b – Health and Safety Corrections:** Corrections of health and safety violations requested by Student Housing staff must be completed within one week of the inspection and notification. Failure to comply will result in judicial action and/or charges to correct the violation. Should a room, suite, or apartment not meet cleanliness standards, Student Housing reserves the right to clean as necessary. Occupant(s) will be charged accordingly.

**2.4c – Additional Violations:** Other policy violations found at the time of inspection may result in judicial action and/or charges to correct the violation.

## 2.5 – Fire Safety

**2.5a – Combustible Material Storage:** The storage of combustible materials (gasoline, charcoal, paint thinner, propane, wax, candle, etc.) within the residential facility, including Licensee rooms/suites/apartments, is not permitted.

**2.5b – Smoking:** In accordance with Executive Order W-42-93 issued by the Governor of California in February 1993 and S03-6 signed by the University President on May 15, 2003, all smoking (including non-smoke/electronic cigarettes) in state-owned buildings and leased space, including all residence facilities, Licensee apartments, Licensee rooms, patios, and stairwells is prohibited. Licensees who do smoke must do so outside of the Student Housing facilities - at least 25 feet away from doorways, stairs, and ground-level air intake structures. Smoking is not permitted on balconies, or on pathways along buildings. Licensees who do smoke within Student Housing facilities are in violation of the License Agreement and are subject to judicial action and/or revocation of the License Agreement. Licensees who are found responsible for smoking in rooms/suites/apartments will be held financially responsible for any cleaning/restoration that is deemed necessary. A smoking assessment fee of \$50 is charged to all involved in a smoking violation, including any Licensee(s) responsible for passive involvement or concealment of the violation. The smoking assessment will be completed by a Residence Life Staff Member and the Building Coordinator. If, during the assessment, it is determined that the space needs to be professionally cleaned to rid the apartment/suite/bedroom of the smell, all responsible for actively smoking will split the cleaning fees assessed.

**2.5c – Fire Alarm/Drill:** All Licensees and guests must evacuate a residential facility immediately when the fire alarm sounds. In addition to judicial sanctions, those who do not evacuate are in violation of University policy and state fire code and may result in a ticket from UPD or the Hayward Fire Department.

**2.5d – Fire Safety Equipment:** Licensees are responsible for understanding the evacuation instructions located on the inside of room/suite/apartment door. If the instructions are missing or illegible, the Residence Life Coordinator should be contacted immediately to have a new one installed. The following misuses of fire safety equipment are considered violations of policy and will result in judicial, damage charges, and/or legal action (up to \$10,000.00 fine and up to 6 months in prison): pulling fire alarms or fire alarm covers when no fire exists, blocking or propping fire doors, blocking fire stairs, tampering with smoke detectors, tampering with alarm horns, strobes, enunciator or bells, misuse or tampering with sprinkler system heads (including, but not limited to, hanging items from sprinkler heads), tampering with fire exit signs, tampering/damaging fire evacuation instructions, and tampering or improper use of fire extinguishers or fire hoses. **NOTE:** Each residence hall room contains a smoke detector and each apartment/suite contains a smoke detector and fire extinguisher for Licensees' safety. Contact the Residence Life Coordinator for additional information about fire safety or if any of your unit's fire safety equipment appears to be malfunctioning. In addition to judicial sanctions, those found responsible for Fire Safety Equipment violations will be held financially responsible for all damages and equipment replacement that result from tampering.

**2.5e – Open Flames:** No open flames are permitted in the residence halls or within Student Housing property outside of designated areas without official Student Housing approval. This includes, but is not limited to: candles, incense, smoking, and the burning of any materials or other flame-emitted articles. Prior, written approval must be obtained from the Residence Life Coordinator if this policy is incongruent with religious, cultural, or spiritual beliefs.

**2.5f – Portable Heaters:** The utilization of portable heaters in the residence halls is not permitted.

**2.5g – Halogen Lamps:** Halogen lamps/lighting are not permitted.

**2.5h – Doors:** All unit doors are to be kept closed at all times due to the integrity of the rated corridors. At no time are the doors to be propped open or left ajar. Belongings or room contents may not block the entry or exit of a door at any time.

**2.5i – Clear Exit Pathway:** Licensees must maintain a clear pathway in which to exit the room, suite, or apartment. At no time should a room’s contents obstruct the exit pathway. This includes placing furniture in obstruction of windows and doors.

## **3.0 General Health**

### **3.1 - Bedbugs/Pests**

Student Housing has no knowledge of any bedbugs/pests in rooms or apartments based on annual inspections and treatment. A proof of treatments or inspections is available upon request in the Student Housing Office. Accordingly, if a room or apartment or any portion therein is infested with bedbugs/pests during the term of this License and any extension thereof, said bedbug/pest infestation will be presumed to be the fault of the Licensee or the guests of the Licensee. Should bedbugs/pests prove to exist in any facility, it is the responsibility of the Licensee to notify Student Housing staff. Student Housing will undertake eradication to the room or apartment, including the appliances and fixtures, at the Licensee’s sole cost and expense at the discretion of Student Housing and Residence Life. At no time should the Licensee seek a third party for bedbug/pest eradication. In the event of any bedbug/pest infestation, the Licensee shall be responsible for all bedbug/pest eradication with respect to Licensee’s personal property in the apartments, suite, or room. Finally, should the Licensee not be compliant with the treatment plan for bedbug/pest eradication, the Licensee will be responsible for the full cost of any bedbug/pest eradication to related infested common areas or related infestations of other apartments, suites, or rooms.

### **3.2 - Biohazards**

Licensees who inappropriately handle or dispose of biohazards including, but not limited to: medical syringes, blood, and other bodily fluids, may be considered in violation. Licensees should contact Student Housing staff for instructions on how to properly dispose of biohazard materials.

### **3.3 - Communicable Diseases**

Any Licensee diagnosed with a communicable disease by the Student Health Center or by a healthcare provider will be sent home during the infectious period, or isolated in an assigned room as directed by Student Housing in consultation with the Student Health Center, and/or the Licensee’s healthcare provider (as permitted by the Licensee). It is the responsibility of a Licensee to notify Student Housing should they be aware of and/or be diagnosed of a communicable disease. Non-campus housing and travel arrangements are made at the student’s expense. The Student Health Center and/or the Licensee’s healthcare provider will clear the Licensees to return to the Student Housing facility, dining services, and classes (in consultation with the Licensee’s healthcare provider, as appropriate). Any Licensee suspected of having a communicable disease could be isolated in Licensee’s room or another assigned room while waiting for a diagnosis. Any Licensee exposed to a communicable disease should make an appointment with a physician at Student Health Center to discuss the possible exposure, symptoms, and treatment (if any treatment is available). Examples of communicable and infectious diseases may include: chicken pox, hepatitis, measles, scabies, and tuberculosis. In the instance of an outbreak, Student Housing will follow university and local emergency protocols.

### **3.4 - Pets**

The health and safety of Licensees is important to the community. Due to concerns for health, safety, sanitation, noise, and humane treatment, the only pets permitted in Student Housing facilities are small fish. Fish must be retained in freshwater aquariums that may not exceed 10 gallons in size. Additionally, pets that have been declared/approved of as service animals, with proper supporting documentation, are permitted. Pets environment must be properly cared for and maintained. Failure to follow the pet policy may result in your pet privileges being revoked and/or judicial action being taken.

### 3.5 - Public Health and Safety

The University reserves the right to close the residence halls if the State of California or the Chancellor of the California State University system determines that such a closure is required to protect the public health and/or safety of Licensees.

## 4.0 Operations

### 4.1 - Assignments and Subletting

Licensee shall not assign this License or any interest herein or sublet, license, grant any concession, or otherwise give permission to anyone to use or occupy all or any part of the premises. Any attempted assignment, subletting, license or concession agreement without Student Housing written consent shall be void and confer no rights upon any third party.

### 4.2 - Break Closures

During winter and spring breaks, Licensees who will be gone must unplug all electrical items, remove trash, and complete a break checklist prior to leaving. This includes, but is not limited to: alarms, clocks, hair care appliances, etc. Licensees may stay on campus during winter break and are asked to submit an online Intent to Stay form by stated due date. Additional instructions will be provided closer to the break period. No overnight guests are permitted during the break periods.

### 4.3 - Change of Address

The U.S. Post Office will not forward mail even with submission of a change of address form online. It is the Licensee's responsibility to notify family, friends, credit card companies, etc. of new address in a timely manner as all mail received after check-out will be returned to sender. The Student Housing Mailroom will not forward mail.

### 4.4 - Check-in/Check-out

**4.4a – Check In:** All Licensees are required to check in to the assigned apartment/suite no later than 10:00 p.m. on the following days: Wednesday, September 21, 2016 for fall quarter; Tuesday, January 3, 2017 for the new winter Licensees; and Tuesday, March 28, 2017 for the new spring Licensees. Licensees must notify Student Housing if they wish to check in after the deadline stated above. Call the Student Housing Office at (510) 885-7444 for further information. **NOTE: Licensees who fail to check in by the times and dates stated above will be declared "no-shows," forfeit their requested spaces, and are liable for a Cancellation Fee plus prorated rent and meal plan and nonrefundable fees as described in the Payment Information section. If there is no waiting list and the cancelled Licensee is still attending CSUEB, Licensee will be charged for the entire License period.**

**4.4b – Check Out:** All Licensees are required to completely vacate apartment/suite by 2:00 p.m., **June 9, 2017**. Licensees who are approved to cancel their contract at the end of fall quarter must check out no later than 2:00 p.m. on Friday, December 9, 2016; Licensees who are approved to cancel their contract at the end of winter quarter must check out no later than Friday, March 17, 2017. Licensees must schedule a check-out appointment with a Resident Assistant and must check out no later than the above dates. Failure to make and/or keep check out appointment will result in a \$50.00 improper check-out fee in addition to any other damage/cleaning charges assessed. . Licensee will be charged \$50 for each additional hour past the above day and time that they continue to occupy their assignment. Should occupancy be greater than 8 hours, an additional \$100.00 per day liquidated damage charges may also be assessed.

**4.4c – Academic Year Cancellations:** For License Agreement cancellations during the academic year, checkout must occur on date specified on Approval to Vacate notification. Licensees will be charged for rent (and meal plan if

applicable) through the day of official check-out as indicated on the Room Inventory Sheet or the Request to Cancel form, whichever is later. Licensee must return keys, access token, and sign the Room Inventory Sheet with an approved Residence Life staff member to properly check out. Failure to properly check out will result in a \$50.00 improper check-out charge, removal of all personal property, and possible storage/packing charges and/or may incur \$100.00 per day liquidated damage charges.

#### **4.5 - Communication**

All Licensees are automatically enrolled in an email communication list by Student Housing & Residence Life. Email is one of the main tools that Student Housing & Residence Life uses to communicate with Licensees about many topics, including, but not limited to: general announcements, services, facilities issues, and emergency information. Licensees will be held accountable for the information contained in any and all email communication from Student Housing & Residence Life, and may not opt out of such email communication list.

#### **4.6 - Consolidation**

Licensees shall consolidate when administratively directed because half a room is vacated, or may be required to pay for a super-single room, should it be approved by Student Housing. Licensees are expected to provide a welcoming environment to new roommates. Consolidation dates will vary, but will occur near add/drop deadlines each quarter. Student Housing reserves the right to change the Licensee's assignment within the Student Housing facilities with a 24-hour notice for reasons of health, Licensees' welfare, administrative necessity, or as a result of administrative action.

#### **4.7 - Dishonored Checks**

Fees will be assessed for any dishonored checks, and Licensees are liable for balance due plus fees under Civil Code, Section 1719 for triple the amount of the check (a minimum of \$100.00 and a maximum of \$500.00) if funds necessary to cover the check are not received within 10 days following a written notice. Licensees may also have their Student Housing License revoked for non-payment of a dishonored check debt.

#### **4.8 - Financial Extensions**

Licensees who have applied for financial aid should indicate this during the online contracting process. Student Housing staff has access to review Licensees' financial aid award offer. Should Licensee accept a sufficient Financial Aid award and have all debts paid, the Licensee will be approved to extend their housing charges until the first Financial Aid disbursement date. Work Study cannot be considered for financial extension eligibility. Licensees who do not have sufficient aid will be responsible to adhere to the original due dates. Financial extensions do not apply to the Initial Payment. Late charges may be assessed if scheduled payments are not made by the extension due dates. Late fees will continue to be assessed throughout the delinquency process.

#### **4.9 - Occupancy/Authorized Capacity**

The authorized capacity is based on bed space; the Licensee has licensed a bed space only, and authorized occupancy is one (1) only.

#### **4.10 - Occupancy Types**

##### **4.10a – Apartments:**

1. PH Double - The double occupancy apartments have 2 bedrooms for 2 occupants each and offer 1 bathroom, a living/dining area, and a kitchen. These apartments are limited.
2. PH Single - The single occupancy apartments have 4 bedroom apartments and offer 2 bathrooms, a living/dining area, and kitchen.
3. PH Triple - The triple occupancy apartments have two bedrooms each and is a room configured for three occupants that has lofted beds and a change in floor plan. These apartments also have 1 bathroom, a living/dining area, and a kitchen.
4. UV Double with 2 bathrooms - The double occupancy apartments have 2 bedrooms for 2 occupants each

and offer 2 bathrooms, a living/dining area, and a kitchenette.

5. UV Double with 1 bathroom - The double occupancy apartments have 2 bedrooms for 2 occupants each and offer 1 bathroom, a living/dining area, and a kitchenette.
6. UV Triple - The triple occupancy apartments have two bedrooms each, 2 bathrooms, a den, and a kitchenette. The bedrooms are configured for three occupants that has lofted beds and a change in floor plan.

#### **4.10b –First Year Suites:**

1. Double Occupancy - Each suite consists of three or four bedrooms, two bathrooms, a common living area, and a kitchenette. Double occupancy rooms are designed and furnished for 2 students. Therefore, six to eight students total will be sharing the suite.
2. Triple Occupancy - Each suite consists of three or four bedrooms, two bathrooms, a common living area, and a kitchenette. Some bedrooms may be triple occupancy rooms, which are designed and furnished for 3 students. Therefore, 8 to 10 students total may be sharing the suite.

#### **4.10c – Showrooms:**

Showroom apartments are designated throughout on-campus Student Housing in order to allow prospective students and potential new conference groups an opportunity to see inside apartments. The Licensees of showroom apartments make their apartment available for tours during the week throughout the academic year as well as some weekends for university-sponsored events. There is a showroom apartment for each accommodation type available in Pioneer Heights.

Licensees living in a showroom apartment must follow strict cleaning and maintenance standards and must remain in good behavioral standing with both the University and the Student Housing and Residence Life Department. Program participants are representatives of Pioneer Heights and as such shall seek to represent the area appropriately in all communications and actions and must remain in good academic standing with the University. Licensees of showroom apartments must have their apartment ready for show at least thirty minutes before designated show time.

Licensees in showroom apartments will receive cleaning services by professional cleaners once each quarter. The Licensees will also be provided with cleaning supplies throughout the year. In addition, each participant will not be required to have their room fully clean at move out on June 9, 2017; however, participants will be charged accordingly for any damage(s) found at move-out.

#### **4.11 - Deferment of Initial Payment**

An initial payment will not be waived under any circumstance. If a student cannot submit the full initial payment, they may request an installment plan for the initial payment. A written request must be submitted to the Student Housing Office via the Licensee's Horizon email. A Resident Account Coordinator will review and approve or deny the request. Students approved for the installment payment of the initial payment will be charged an installment fee of \$15.00 per payment.

#### **4.12 - Refunds**

Licensee may request a refund under the following circumstances:

1. All Student Housing charges for the current fee period are paid in full;
2. There are no outstanding University debts;
3. Payment was not made with a personal check within the last 21 calendar days.

**NOTE: Refund is made in the name of the Licensee; refund is generated in four to six weeks and ALL refunds are made in US currency. Refunds can be collected at the Cashier's Office.**

Installment fees assessed for Installment Payment Plan or Financial Extensions are not subject to refund after the installment fee has been posted to the Licensee's account. Resident Activity Fees are not subject to refund after the start of the contract period.

In the rare case a refund is issued in error, Licensee is required to repay the refund amount.

#### 4.13 - Right of Entry

Student Housing staff shall reserve the right to enter the premises occupied by Licensees for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, administrative purposes, or for any other lawful purpose. Student Housing shall exercise these rights reasonably and with respect for each Licensee's right to be free from unreasonable searches and intrusion into study or privacy.

#### 4.14 - Room/Apartment/Suite Preparedness

Every Licensee is assigned a specific room and bed space and must occupy only that assigned room and bed space. All unassigned room and bed spaces must be prepared and ready for a new Licensee/roommate AT ALL TIMES or current Licensee will be charged \$100.00 per day liquidated damage charges and/or the cost of occupying the additional room/bed space.

#### 4.15 - Room and Roommate Changes

**4.15a – Room Assignments:** Student Housing assigns rooms and roommates. Unfortunately, it is not always possible to give everyone his or her first choice. The Student Housing staff reserves the right to make assignments and changes as necessary. Student Housing understands that roommate conflicts may develop or Licensees may wish to move to a different apartment or room. In order to establish who has checked in, cancelled, or delayed check-in date and to ensure all Licensees have moved into proper spaces, no apartment/room changes will occur during the first week of the quarter.

**4.15b – Room Changes:** There is a Room Change Process that occurs beginning the third week of fall quarter and second weeks of the winter and spring quarters. Licensees should follow instructions on the Room Change Form. The Room Change Form can be picked up and turned into the Student Housing Office. Licensees going through this process will receive one free move per academic year, provided availability and that it happens during the official Room Change Process. Licensees wishing to change apartments/rooms during the Room Change Process more than once within an academic year will be charged a \$50 room change fee. A submitted Room Change Form for a room change during the official process does not guarantee approval, and only Licensees who are approved may move. Details on this process will be available at the beginning of the quarter. Licensees should not move apartments/rooms unless notified that the request was approved. Failure to go through the correct Room Change process will result in each Licensee who has changed apartments or rooms moving back to the original apartment or room and a fine of \$100.00 per day for moving without approval and Licensees will be subject to disciplinary action. Any apartment/room changes needed due to extenuating circumstances outside of the designated Room Change Process will be determined by a Student Housing Official/Residence Life Coordinator. The Licensees involved will then need to complete additional paperwork and will be issued access to new assignment.

**4.15c – Room Swap:** Licensees may not switch apartments/rooms without approval from appropriate Residence Life Coordinator. Student Housing strongly encourages Licensees to first try to resolve the conflict with their roommate, and ask for help if necessary. Resident Assistants, Assistant Residence Life Coordinators, and Residence Life Coordinators are all resources for Licensees to try to work through their problems before switching apartments/rooms. Failure to utilize these resources before requesting an apartment/room change will result in a delay in the process. Additionally, failure to utilize these resources may result in an apartment/room change not being approved.

**4.15d – Roommate Conflict/Cooperation:** Student Housing staff is available to assist Licensees with roommate issues that may arise, but are not intended to solve the problems for Licensees. Licensees are expected to communicate openly and honestly with one another and make a genuine effort to resolve issues before going to the RA. If the Licensees and RA cannot resolve the situation, the Licensees will be referred to the Assistant Residence Life Coordinator or Residence Life Coordinator. If any Licensee refuses to participate in any form of mediation, it is a violation of this policy/process and any apartment/room change will not be considered until a good faith effort is made by Licensee(s).

**4.15e – Roommate Agreements:** To assist in the communication process, the creation of a roommate agreement for each apartment/suite/room is required. The roommate agreement is available in the student portal prior to move-in and Licensees are encouraged to put thought and effort into responses to be sure they are accurate. Any



changes to the roommate agreement may be worked through with a Residence Life Staff Member at any time. Agreements must be completed within the first two weeks of the quarter or a week after room changes. If Licensees move at any time, agreements will be expected to be modified within one week of the change. The agreements can be accessed by Licensees and Residence Life Staff on the Housing Portal. Once Licensees have explored all of the options in resolving the conflicts, the last step is a meeting with an appropriate Residence Life Coordinator to discuss a room change. Licensees who fail to complete the roommate agreement within the deadline will not be eligible for a room change.

**4.15f – Room Change Fee:** A \$50.00 fee will be assessed for any apartment/room change outside of the designated Room Change process, whether the move is requested by the Licensee or administratively necessary due to conflicts, judicial issues, or administrative need.

**4.15g – Room Moves:** Any Licensee approved for a room change will be able to begin their move on Friday. Licensee will need to check in between 8:00 p.m. and 10:00 p.m. at the front desk of their newly-assigned building or area. Access to the previous apartment/suite/room will end within 48 hours (Sunday). Licensees will need to check out between 8:00 p.m. and 10:00 p.m. at the front desk in previously assigned building or area to complete the inventory and the checkout process. The Licensee is responsible for any charges that may be assessed for the new occupancy type. Should a Licensee not vacate apartment/suite/room within 48 hours (Sunday), a daily \$100 liquidation charge, an improper check-out fee, and the cost of the additional occupancy will apply.

#### 4.16 - Treatment of Indebtedness

Failure to pay Student Housing fees or payment with a dishonored check that has not been redeemed by the university will result in action described in “Nonpayment of License Fees,” Section 19 of the Terms and Conditions of this Student Housing License Agreement. It will also result in the University pursuing the debt via its in-house collection office, assignment of the debt to a private collection agency, suit filed in small claims court, disclosure of the debts, and/or judgment to a credit bureau organization, and/or submission of the name to the California State Franchise Tax Board for offsetting of state income tax refunds. After 60 days of non-payment, debts will be sent to collections. Submission of the debt to a collection agency will result in negative credit information reported to credit bureaus. If any of these collection steps are necessary, the debtor will be held liable for any attorney fees, court costs, and any other collection costs that may occur. Indebtedness will result in "holds" being placed on grades, registration, financial aid, and transcripts.

## 5.0 Facilities

### 5.1 - Access to Student Housing Facilities and Keys

- a. All Licensees are issued keys, access tokens, and a Bay Card (all items dependent on building).
- b. Licensees are responsible for all keys, Bay Cards, or access tokens issued to them and must carry their keys and Bay Cards or access tokens at all times.
- c. Licensees must report lost or stolen keys, access tokens, or Bay Cards immediately to the Residence Life Coordinator or the Student Housing Office. Stolen keys, access tokens and/or Bay Cards require the presentation of a police report within 72 hours to waive the replacement key fee; if the case number/police report is not presented, the fee will be assessed to the Licensee’s account. Replacement of each key, Bay Card, or access token will be issued at a progressive fee rate of:

| Item     | First Replacement | Second Replacement | Third Replacement* | Fourth Replacement |
|----------|-------------------|--------------------|--------------------|--------------------|
| Bay Card | \$25.00           | \$50.00            | \$75.00            | \$100.00           |

|                                  |         |         |          |          |
|----------------------------------|---------|---------|----------|----------|
| Pioneer Heights Gate Key         | \$10.00 | \$20.00 | \$30.00  | \$40.00  |
| Pioneer Heights Bedroom Key      | \$15.00 | \$30.00 | \$45.00  | \$60.00  |
| University Village Apartment Key | \$50.00 | \$75.00 | \$100.00 | \$125.00 |
| University Village Access Token  | \$50.00 | \$75.00 | \$100.00 | \$125.00 |
| University Village Mailbox Key   | \$10.00 | \$20.00 | \$30.00  | \$40.00  |

\* The third replacement will result in a conduct meeting in addition to the replacement fee.

The lost Bay Card/access token will be deactivated. Lost keys can usually be replaced within two working days. Lost cards/access tokens will be replaced within 1-2 hours of notification, during business hours. Bay Cards/access tokens reported lost after business hours will be replaced the following business day. Licensees who have lost the Bay Card/access token or key and require Student Housing staff to give immediate access to a room or apartment will also be subject to a lock out fee according to the lock out fee policy.

- d. Licensees are responsible for any damage to key and/or Bay Card/access token if it stops working.
- e. Licensee's Bay Card or access token and physical keys are for Licensee's use only. Under no circumstances are Bay Cards, access tokens, or keys permitted to be duplicated or loaned to other individuals. This includes, but is not limited to: room/apartment suitemates and/or guests.
- f. Licensees may not add or change any locks to the apartment, suite or bedroom.
- g. Licensees may not hold gates, doors, or elevators open for unknown people or non-building Licensees.
- h. Licensees may not prop open any gate, door or elevator. Anyone caught doing so may have the License revoked, and will receive no refund of fees.
- i. Licensees must keep the apartment, suite, and bedroom doors locked at all times. This includes patio doors that are easily accessible to the public.
- j. Licensees should report all suspicious persons or activities to the University Police Department immediately at (510) 885-3791 or 911 from any campus phone.
- k. Licensees should use the door viewer to see who is there before opening the door.
- l. Licensees may not enter their assigned room prior to being issued a key, Bay Card, or access token. Upon check-out, all appropriate keys and Bay Cards or access tokens must be returned to Student Housing and Residence Life.
- m. Licensees may only use the Student Housing space assigned to them. Student Housing reserves the right to assign vacant space as needed.

## 5.2 - Computer Use

Users of the Residential Network (ResNet) must abide by all computer policies for Student Housing, CSU, CSUEB, Cenic, and all applicable state and federal laws. Student Housing and ResNet policies can be read at [http://www20.csueastbay.edu/students/campus-life/housing/current\\_residents/resident\\_services/resnet/](http://www20.csueastbay.edu/students/campus-life/housing/current_residents/resident_services/resnet/) All users of the network are responsible for reading these policies on a regular basis. Licensees will be informed of all policy changes during the course of the year. Student Housing and the University reserves the right to change these policies as warranted.

Personal routers and switches will not work on campus and are not permitted in Student Housing under any circumstances.

## 5.3 - Cooking

**5.3a – Cooking Areas:** In the Student Housing facilities, cooking is limited to the general kitchen or kitchenette areas and is not permitted in any other space.

**5.3b – Cooking Equipment:**

1. The following appliances are ALLOWED in the PH Apartments: electric frying pans, electric grills, toaster/convection ovens, coffee maker, crock pots, rice cookers or other similar appliances.
2. The following appliances are ALLOWED in the UV Apartments and the Suites: coffee makers and slot toasters. The UV Apartments and Suites are NOT permitted to have crock pots, rice cookers, electric grills, hot plates, or other similar appliances.

If there is a question regarding acceptability of an appliance, please see the Appliances section in these policies or the Residence Life Coordinator for approved appliances. Kitchen equipment (i.e. traditional kitchen knives) used for any other purpose than for cooking will be considered an abuse of the weapons policy and is subject to disciplinary action.

**5.3c – Cooking Safety:** Kitchens in the apartments offer Licensees flexibility for meal preparation. For the safety of all in the community, Licensees must pay attention and use caution when cooking. Licensees MUST keep kitchens clean for sanitation purposes (to avoid odors, ants, roaches, rodents, mold, etc.). Licensees MUST appropriately ventilate the apartment while cooking to reduce the likelihood of smoke or odors entering the hallway, as smoke entering hallways will activate fire alarms and Licensees may be held judicially accountable. Under no circumstances are microwaves, stoves, and other similar appliances to be left unattended.

**5.3d – Cooking Damages:** Any damage done or inconvenience caused to the community (smoke alarms, fires, etc.) is the financial and judicial responsibility of the Licensee.

## 5.4 - Damages

**5.4a – Facility Care:** Each Licensee must give reasonable care to the room/suite/apartment, its furnishings, and common areas. Licensees are expected to maintain sanitary and safe conditions acceptable to the university.

**5.4b – Damage Payment:** Licensees will pay for any damages to Student Housing facilities (including damaged or missing furniture and appliances) willfully or negligently caused by Licensee or guest(s).

**5.4c – Common Area Damages:** If damage in common areas (hallways, elevators, etc.) cannot be traced to a specific individual or group, but was in substantial part caused by individuals, groups, or invited guests acting from within the residence community, the Licensees of the floor, hall, or complex will be charged collectively. Licensees may also be referred to the Student Housing conduct system. Licensees should refer to Appendix C for “Damage and Repair Charge Sheet” for more information.

**5.4d – Room/Suite/Apartment Damages:** When Licensees occupy the same room/suite/apartment and responsibility for damages or loss in the room cannot be determined by Student Housing, the cost of damages or loss will be divided and assessed equally amongst the Licensees. Any malicious damage to the buildings, grounds, or other facilities is prohibited.

**5.4e – Inventory Form Process:** To avoid unnecessary or inaccurate damage charges, Licensees should thoroughly review the Room Inventory Sheet upon check-in. If there is disagreement with the initial assessment of the room’s condition, Licensees must note as such on the inventory in the Housing Portal and meet with the Residence Life staff within five (5) working days of check-in to ensure that the Room/Suite/Apartment Inventory is amended.

**5.4f – Move Out Process:** When moving out of the room, Licensees must properly check out by completing a check-out inventory with a Student Housing staff member. The condition of the room at checkout will be compared to the condition at check-in. Charges are assessed from this comparison and from any cleaning beyond normal use; however, Student Housing reserves the right to perform a final inspection and additional charges may be added.

Licensees who fail to check out with a staff member, or fail to check out properly, may be charged an improper checkout fee of \$50.00. Licensees should refer to Appendix C for “Damage and Repair Charge Sheet” for more information.

**5.4g – Disposal of Large Items:** Licensees are not allowed to dispose of large items, furniture, mattresses, electronic devices etc., in the trash enclosures. Licensees are responsible for disposing of these items.

## 5.5 - Decorating and Renovating Room Structure, Furnishings, or Grounds

**5.5a – Personal Items:** Any personal items, decorations, or furniture brought into the room/suite/apartment must be removed upon checkout. All items must be compliant with fire safety regulations.

**5.5b – University Furniture:** University furniture is to remain in the room/suite/apartment/community spaces at all times. University furniture may not be taken apart/amended in any way to prevent injury and any damage that may result from this action. Any violations to this policy during the academic year may result in financial charges and/or judicial action. Student Housing cannot store University furniture to make room for personal items or furniture. Missing or damaged furniture will be charged to the student(s) for which it was assigned. Licensees may not bring their own mattresses unless approved in writing by Student Housing.

**5.5c – Holes:** Licensees are not permitted to make holes in walls. To hang something on a painted surface, it is recommended to use a Command Strip and/or Poster Putty to prevent damage. Nails, screws, non-approved adhesives, tape, and stickers are not to be affixed to University property.

**5.5d – Painting:** Painting, spray painting, and using chalk is not permitted in the Student Housing facilities or on Student Housing grounds, except by authorized personnel. Additionally, Licensees are not permitted to paint or use chalk on any wall or any furniture in common areas/room/suite/apartment.

**5.5e – Elevated Bed:** Elevated beds are permitted, but must be returned to original position upon check out.

**5.5f – Lofts:** Any form of bed/furniture elevation that involves non-Student Housing furniture, or attachments to Student Housing furniture is considered a loft and is not permitted.

**5.5g – Furniture Placement:** Furniture is intentionally placed in residence halls. Licensees are required to return furniture to its original configuration prior to check out. It is a health and safety violation to block any door or window with furniture, including beds.

**5.5h – Interior Decorations:** Decorations are permitted in living spaces; however, flammable materials used as decorations are not. It is prohibited to hang flammable materials from the ceiling, walls, windows, or fire sprinklers. These decorations may be affixed to the wall if they have been treated with a fire retardant and are so labeled.

**Note: Holiday decorations are permitted; however, only artificial trees are allowed in the residence halls. Lights should be used only when a Licensee is in the apartment. All lights/cords must be in good condition and be UL certified. Doors and windows may be decorated within the unit as long as the decorations do not cause damage or a safety hazard. All decorations visible to the public must comply with University policies. Candles are not permitted in the residence halls and may not be used as decoration.**

**5.5i – Exterior Decorations:** Due to state fire codes, all decorations must be confined to the interior of the unit door. At no time can Licensees hang anything in the hallway/corridors/patios; in addition, Licensees are not permitted to hang anything on the exterior hallway/corridor door of the apartment/suite.

**5.5j – Community Grounds:** The community grounds are maintained by the University. Licensees shall not erect fences, cultivate plants, or make other changes to the grounds.

**5.5k – Antenna and Related Equipment:** Licensees shall not erect any exterior antennas or other equipment for television or radio reception without obtaining Student Housing prior written approval.

**5.5l – Balconies and Exterior Entrances:** All outside balconies and terraces must be kept clear at all times. A

balcony or terrace may not be used for drying laundry, beating rugs, shaking dust mop or hanging any article. Items including cigarettes, trash, and other material must not be thrown or projected from any balcony or terrace. Barbecues and satellite dishes are not permitted. Refer to Patios/Balconies/Windows/Screens section for further information.

**5.5m – Plumbing Fixtures and Other Water Apparatus:** The bathtubs, basins, sinks, garbage disposals, and other plumbing fixtures and water apparatus shall not be used for any purpose other than that for which they were constructed. Among other things, these fixtures and apparatus may not be used for the disposal of rubbish, rags, sweepings, matches, and similar improper articles. Any damage or expense resulting from the misuse of the foregoing fixtures and apparatus will be charged to the Licensee(s) causing the damage or on whose premises the damage was caused.

## 5.6 - Doors/Door Locks

Tampering with, disabling, or modifying the operation of apartment, suite, room, or building entrance doors or door locks is prohibited. Any Licensee and/or guest of a Licensee responsible for such violation will be subject to judicial action and any charge for costs attributed to repairs of doors or door locks will be the responsibility of the Licensee.

## 5.7 - Electrical Safety

Extension cords are not permitted. UL Approved, grounded power strips with circuit breakers should be used for all electrical equipment including computer and computer-related hardware. A maximum of two power strips may be used per room. No modifications to, or changes in, electrical wiring are permitted. No "splices," "octopuses," or modification devices of any kind may be used to add plugs in a room, suite, or apartment.

Surge suppressor-equipped, UL-approved power cords are highly recommended for computer systems and other valuable electrical equipment. Such cords have dedicated circuit breaker. Do not rely on the integrity of the electrical system of the building to protect your computer equipment. Surge protectors also allow more flexibility for extensions.

The following are prohibited within the Student Housing Environment:

1. Stringing extension cords or surge protectors in a series
2. Multiple outlet plugs that insert into an outlet
3. The placement of any material in or around the provided lighting fixtures
4. The removal of lights, alteration of the fixtures, and the replacement of institutional light bulbs with colored light bulbs

Any damage caused by personal appliances or misuse of the electrical system is the financial responsibility of the Licensee, including damage of any kind (fire, water, etc.) to the facility and/or other Licensees' personal belongings. Violations of these guidelines may result in immediate license revocation.

## 5.8 - Elevators

**5.8a – Elevator Malfunction:** If an elevator malfunctions, press the alarm and stay inside until help arrives. Do not attempt to pry open or hit doors and climb out. Ring the emergency bell or contact UPD if trapped.

**5.8b – Fallen Objects-Elevator Shafts:** Licensees will be charged the cost to retrieve items dropped down shafts or repairs due to Licensee negligence.

**5.8c – Elevator Misuse:** Tampering with, misusing, or vandalizing elevators is prohibited. This includes, but is not limited to: forcing doors open, unnecessary use of alarms/emergency phones, accessing elevator controls or control room, and entering the elevator shaft or exterior of an elevator.

## 5.9 - Energy/Water Conservation

**5.9a – Energy Conservation Responsibility:** Student Housing strongly encourages each Licensee to avoid any practice that may harm or hinder the State of California’s efforts to conserve energy. Each Licensee is asked to do conserve energy within the living space (including turning room lights and appliances off when not in use and/or use of Energy Star appliances). Directives of the State of California concerning energy conservation will be enforced. Utilities such as electricity, gas, and water may be limited upon state directives.

**5.9b - Water Conservation Responsibility:** Student Housing strongly encourages each Licensee to avoid any practice that may harm or hinder the State of California’s efforts to conserve water. Each Licensee is asked to do conserve water within the living space (including turning off water while brushing your teeth and taking shorter showers). Directives of the State of California concerning water conservation will be enforced. In dire conditions, extreme measures may be taken to reduce the overall consumption of water.

**5.9b – Excessive Utility Usage:** Excessive utility charges will be equally assessed among all occupants of the unit. Utility bills will be assessed approximately one month after the actual usage.

## 5.10 - Furnishings

**5.10a – Waterbeds:** Waterbeds of any type are not allowed.

**5.10b – Furniture Storage/Placement:** Room furniture cannot be stored to accommodate Licensee bringing in furniture. Licensee will return all room furniture to the original positions before moving out. Failure of Licensee to return furniture to the original positions in the room or movement of common area furniture by Licensee will result in a charge. Removal of any furniture in the residence halls is considered theft.

### **5.10c – Apartment Furnishings:**

1. PH Double - Double Bedroom occupancy units are furnished and include a couch, arm chairs (1 or 2 depending on unit location), coffee table, end table, dining table, 4 dining chairs, lamp, shower curtain. Double bedrooms are furnished with 2 extra-long twin beds, 2 dressers, 2 desks, and 2 desk chairs.
2. PH Single - Single occupancy units are furnished and include a couch, arm chairs (1 or 2 depending on unit location), coffee table, end table, dining table, 4 dining chairs, lamp, and shower curtain. Single bedrooms are furnished with an extra-long twin bed, dressers, desk, mobile file, desk chair.
3. PH Triple - Bedroom occupancy units are furnished and include a couch, arm chairs (1 or 2 depending on unit location), coffee table, end table, dining table, 4 dining chairs, lamp, shower curtain. Triple bedrooms are furnished with 3 extra-long twin beds, six - drawer dressers, 3 desks, and 3 desk chairs.
4. UV Double Two Bedrooms with 2 bathrooms - Double units come furnished with one couch, one coffee table, and may come with one armchair. Each Licensee will have their own bed, desk, desk chair, and two sets of dresser drawers.
5. UV Double One or Two Bedrooms with 1 bathroom - Double units come furnished with one couch, one coffee table, and may come with 2 barstools and 1 armchair. Each Licensee will have a bed, desk, desk chair, and two sets of dresser drawers.
6. UV Triple - Triple units come furnished with one couch, one coffee table, and may come with 1 armchair. Each Licensee will have their own bed, desk, desk chair, and two sets of dresser drawers.

### **5.10d – Suite Furnishings:**

1. Double occupancy units are furnished and include 2 couches, 2 arm chairs, coffee table, end table, dining table, 4 dining chairs, and shower curtain in bathroom. Bedrooms are furnished with 2 extra-long twin beds, 4 dressers, 2 desks, 2 mobile files, and 2 desk chairs.
2. Triple occupancy units are furnished and include 2 couches, 2 arm chairs, coffee table, end table, dining table, 4 dining chairs, and shower curtain in bathroom. Bedrooms are furnished with 1 bunk bed with 2 extra-long twin bed and 1 lofted extra-long twin bed, 6 dressers, 3 desks, 3 desk chairs, and an armoire. Due to fire marshal standards, no furniture in triples may be reconfigured within the room. For accommodation needs, the person requiring an accommodation due to mobility will be offered the bottom bunk, which can be lowered to accommodate those needs.

## 5.11 - Mildew/Mold

**5.11a Mildew Information:** Mildew is often referred to a kind of mold (or mold in its early stages), and is classified as powdery (under the order Erysiphales) and downy (under the family Peronosporaceae).

To prevent mildew in Student Housing facilities, keep all the areas moisture-free. All Licensees should take the steps necessary to reduce the chance of mildew by always running your exhaust fan when cooking and showering. If mildew becomes present after a Licensee has occupied the space, the Licensee may be charged to return area back to its original state prior to occupancy.

**5.11b – Mold Information:** There has been considerable publicity regarding the presence of mold in residences. Molds are microscopic organisms that are present both indoors and outdoors and may have adverse effects on the health of occupants or structural components of the Student Housing facilities. It is currently believed that some types of mold are toxic to human health. Because it may be impractical or impossible to eliminate all indoor mold, indoor mold is an important topic about which Licensees should become informed.

Student Housing has no expertise in identifying or remediating mold or any other biological pollutant, nor has Student Housing any expertise in the possible effects on health or property of such pollutants. For information, Licensees should contact the United States Environmental Protection Agency ("EPA"), the California Department of Health and Human Services ("CHHS"), or other governmental authorities. The EPA and CHHS websites contain information and publications regarding mold and other biological pollutants that may be of interest to Licensees. For example, see "Biological Pollutants in Your Home" and "Mold Resources" on the EPA website (<http://www.epa.gov/mold/>); and mold information on the CDPH website (<http://www.cdph.ca.gov/programs/iaq/pages/indoormold.aspx>).

Because such substances are pervasive, the Student Housing facilities are not warranted to be free of mold or other naturally-occurring biological pollutants. Mold and other biological pollutants may be present in the Student Housing facilities at the start of the License Agreement or may later develop within the Student Housing facilities. Proper maintenance and repair may reduce the presence of mold and other biological pollutants in the Student Housing facilities.

**5.11c – Mildew/Mold Prevention:** Licensee agrees to take all reasonable and appropriate steps to prevent conditions that may cause mold or mildew to develop in the Student Housing facilities, including following the recommendations contained in the publications referred to above. The Licensee also agrees promptly to report to Student Housing any evidence of mildew or mold in any portion of the Student Housing facilities.

Licensee certifies that Licensee has read and fully understands the information and disclosures contained in this License. Licensee acknowledges that the facts disclosed in this License are important but do not constitute a complete list of all facts which should be considered by Licensee.

## 5.12 - Odors

**5.12a – Odor Confinement:** The effects of smoke, fumes, and odors must be confined to individual rooms, suites, or apartments. Licensees must appropriately ventilate the apartment while cooking by opening windows and using appropriate ventilation equipment. Licensees are not to prop their apartment/room doors to air out their rooms, especially when cooking, as smoke may activate the fire alarm in the corridor.

**5.12b – Odor Products:** The use of incense, candles, or other strong odor-producing products is prohibited. The choice of scented air fresheners or cleaning products should be discussed among roommates to ensure no one is allergic to or offended by the scent.

**5.12c – Personal Odor:** Reasonable personal hygiene is expected of all Student Housing Licensees. Odors created by dirty or unsanitary living conditions will be considered a violation of policy.

### 5.13 - Patios/Balconies/Windows/Screens

**5.13a – Room/Suite/Apartment Security:** For personal safety, Licensees should keep windows and doors locked at all times when not present. Using one’s balcony/patio as a means of entry or exit, sitting, perching, or climbing on or jumping over balcony railings is strictly prohibited. Exiting beyond or entering through one’s balcony or patio constitutes using it as a means of entry/exit. Licensees are advised to never leave patio/balcony doors unlocked.

**5.13b – Window/Balcony Ledges:** Licensees are not allowed to sit on the window or balcony ledge of any Student Housing facility. Licensees may not use windows as an entrance or an exit except in the case of a fire or other facility emergency.

**5.13c – Storage:** Storage of any materials on window ledges/balconies is not permitted. Balconies must be kept clear of trash and recyclables at all times. Bikes are allowed to be stored on the balcony with permission from roommates.

**5.13d – Alteration:** Licensees shall not alter the structure of these areas. Using paint or chalk products on balconies and/or patios is prohibited. Items may not be attached to buildings, rooms, walls, or railings. All outdoor furnishings must be self-supporting.

**5.13e – Throwing Objects:** No object may be thrown, projected, or dropped from a window, patio/balcony or opening. Window screens must be left intact. Objects that are thrown or specifically projected to cause harm to any community member may additionally face criminal/legal action. Any damage(s) caused by the violation of this policy will be assigned to any individual(s) found responsible. Examples include, but are not limited to: cigarettes, bodily fluids, garbage, etc. Licensees who permit any item (liquid or solid) to fall, drop or be thrown from any residence facility window will be in violation of Student Housing policy.

**5.13f – Laser Lights/Pointers:** Laser lights and pointers may not be pointed out windows or patio/balconies.

**5.13g – Screens:** Screens are not to be opened or removed. Licensees will be charged if screens are removed or missing. Window screens and limiters are not to be removed or tampered with. Licensees will be charged if limiters are removed or missing. Licensees are prohibited from climbing in or out of a window, except in case of fire.

**5.13h – Furniture Placement:** It is prohibited to place furniture, including beds, in front of windows or sliding glass doors or on patios. Blocking a window or door egress is a violation of Student Housing policy.

**5.13i – Privacy:** Even in high-rise buildings, people on the ground can see into windows, and Licensees within the Student Housing community can easily view activities occurring in other rooms within Student Housing facilities. Be mindful to keep window coverings closed when you desire privacy.

**5.13j – Signs and Posters:** Licensees may display signs and posters in their residence hall room windows as long as the signs and posters comply with University policy. Postings must also comply with health, fire, and life safety codes.

### 5.14 - Roofs

Licensees are not permitted on the roofs of any residential facility. Retrieval of articles from any roof must be done by authorized University staff.

### 5.15 - Security/Door Propping

A Licensee MUST NOT prop any door at any time to prevent fire, theft, and other safety concerns. Propped doors allow uninvited people to enter Student Housing facilities and breach the safety of each Licensee’s person and property. Doors are also fire rated; keeping them closed is essential in preventing the spread of fires. For some of the exit doors, an alarm will sound if the door is held open. Please be aware of this and keep doors closed so as to not disturb other Licensees in the community. Doors found propped should be un-propped and reported to the RA on



duty.

## 5.16 - Trash Removal

**5.16a – Trash Responsibility:** Licensees are responsible for disposing of room/suite/apartment waste, recyclables, and organics to the Student Housing-designated enclosures.

**5.16b – Trash Placement:** All waste, recyclables, and organics must be placed inside a dumpster and should never be left on the ground of or near a designated trash area. If a dumpster is full, Licensees are expected to dispose of waste, recyclables, and organics in another appropriate dumpster. Licensees may not place individual room/apartment/suite waste, recyclables, and organics in public restrooms or common area trash cans.

**5.16c – Large Item Disposal:** Licensees are not allowed to dispose of large items, furniture, boxes, mattresses, electronic devices, etc., in the Student Housing-designated enclosures. Licensees are responsible for disposing of these items at Licensee's expense.

**5.16d – Trash Cans:** Licensees may not remove trash cans from Student Housing facilities. Removal of trash cans may result in a replacement fee.

## 5.17 - Vandalism

Destruction to or damage of property of the residence halls, apartments, or other Student Housing buildings/grounds by a Licensee or guest is a violation of policy and will result in judicial action and prosecution. This includes, but is not limited to: damaging posters or bulletin boards or writing/graffiti on walls.

## 6.0 General Standards

### 6.1 - Appliances

**6.1a – Electrical Limits:** Student Housing facilities have limits on electrical systems. Overloading the circuits can result in tripped circuit breakers and present a fire hazard. The following guidelines apply to the use of electrical apparatus:

1. Stereo equipment and speakers are expected to be of a size and power that are appropriate for high-density community living. Items with exposed heating elements are prohibited. This includes, but is not limited to: space heaters, sun lamps, immersion heaters, and hot plates. Microwaves are allowed, but the wattage must not exceed 900 watts.
2. Mini refrigerators are permitted, but must not exceed the size of 3.2 cubic feet. Licensees wishing to bring a mini refrigerator must complete the registration form with appropriate Residence Life Coordinator. A mini refrigerator fee of \$50 each quarter will be charged to Licensees with a mini refrigerator. Bedrooms are restricted to one mini refrigerator per bedroom. Personal mini refrigerators are subject to inspection during Health and Safety Inspections and/or in response to policy enforcement.
3. Appliances such as stereos, radios, desk lamps, computers, TV's, VCR's, DVD players, sealed-component coffee makers, hair dryers, other electrical hair implements, and electric blankets are permitted. Appliances must not overload the system. These appliances must be directly attached to grounded outlets.
4. Privately owned air conditioners and swamp coolers are not permitted.
5. International appliances should use electrical converters.
6. Irons must be used with ironing boards only and should never be left unattended.
7. Cooking is limited to the general kitchen or kitchenette area.

**6.1b – Appliance/Electrical Damage:** Any damage caused by personal appliances or misuse is the financial responsibility of the Licensee, including damage of any kind (fire, water, etc.) to the facility and/or other Licensees'

personal belongings.

## 6.2 - Babysitting

Babysitting minors is strictly prohibited in the residence halls.

## 6.3 - Bicycles, Skateboards, Scooters, Hoverboards, and Rollerblades

**6.3a – Bike Rack Usage:** Bike racks are provided on the building exteriors for use by any Licensee. Student Housing assumes no responsibility for the damage or theft of bikes that are placed in bike racks.

**6.3b – Bike Placement/Storage:** Bikes may not be parked on the sidewalks or at the entrance to any buildings, nor should they be locked to stairwells, trees, or handrails. We highly recommend locking bikes to bike racks outside of your building. Bikes with residue such as dirt or grime can damage the Student Housing facilities so please ensure your bike is clean prior to bringing it into a room, apartment, suite, common living area, and/or bathroom. Bikes are not permitted in community spaces, elevators, and study rooms. Bikes parked illegally may be impounded by the University Police Department. Owners will not be compensated for broken or destroyed locks. If Licensees violate this policy, they will be held responsible for any damages and charged appropriately. Roommates' permission must be obtained in order to store bicycle on patio/balcony. Licensees may not put hooks on ceiling or walls to hang a bicycle.

**6.3c – Indoor Usage:** Use of bikes, skateboards, scooters, rollerblades, hoverboards, or roller shoes are not permitted in the Student Housing facilities or grounds.

**6.3d – Abandoned Bikes:** Bikes will be tagged for impounding 18 days after the designated check out date. If bikes are not claimed by then, or arrangements made with Student Housing to claim at a later date, bikes will be removed and impounded by the University Police Department. Bikes will be considered abandoned at this time.

**6.3e – Electric/Gas Powered Vehicles:** Electric- and/or gas-powered vehicles are not permitted to be stored in Student Housing facilities or grounds. Students with accessibility needs who require scooters must submit a written authorization from Accessibility Services.

## 6.4 - Civil/Criminal Law

Licensees are required to abide by all federal, state, county, and local laws and ordinances. Violation of criminal or civil law in or outside of Student Housing facilities is basis for revocation of the License Agreement.

## 6.5 - Common/Public Area

**6.5a – Common Area Designation:** Common areas are defined as all facility areas that are not a part of the private confines of a Licensee's room/suite/apartment. Outside patios, hallways, stairwells, recreation rooms, study lounges, laundry rooms, room/suite/apartment doors, balconies, community room, and bedroom/suite/apartment windows facing out are considered to be common areas.

**6.5b – Common Area Cleanliness:** It is an expectation that each Licensee will make reasonable efforts to keep common areas clean for everyone.

**6.5c – Common Area Furnishings:** Furnishings in building common areas are for use by all members of the community. Licensees may not remove furniture from building common areas. Removal of any building common area furniture and/or furnishing may result in a minimum \$100.00 fee and judicial action will be taken.

## 6.6 - Community Meetings

Community meetings are held regularly to dispense information and answer questions for Licensees. Licensees are responsible for all information that was provided at the meeting, whether the Licensee attended the meeting or not.

## 6.7 - Emergency Preparedness

All Licensees are advised to have an emergency plan and follow the Student Housing guidelines. It is recommended that each Licensee should maintain an emergency supply kit in the room consisting of a first aid kit, three-day supply of water, non-perishable food, battery operated radio and flashlight, extra batteries, gloves, and medications. Licensees are responsible for understanding the evacuation instructions located in the Student Housing facilities. Licensees are also responsible for participating in regular scheduled emergency preparedness activities. View link below to view campus emergency assembly areas:

[http://www20.csueastbay.edu/af/departments/risk-management/ehs/files/campus%20map\\_Assembly%20Areas2012.pdf](http://www20.csueastbay.edu/af/departments/risk-management/ehs/files/campus%20map_Assembly%20Areas2012.pdf)

## 6.8 - Eviction and/or Suspension

**6.8a – Eviction/Suspension Payment:** As per the Terms and Conditions, Section 12, if a Licensee is either evicted or suspended, the Licensee shall owe the full fee period of the License (academic year), plus any charges for damages, cleaning, and all nonrefundable fees as described in the Payment Information.

**6.8b – Trespass:** Licensees who have been evicted are no longer permitted to be a Licensee or visitor to any Student Housing facilities or grounds. Should an evicted person return to the Student Housing community, they are subject to immediate arrest for trespassing.

## 6.9 - Lockout

**6.9a – Lockout Process:** If a Licensee is locked out of Licensee's room, the Licensee will be assisted within a time frame that is reasonably possible, but must be prepared to wait for available staff, as staff members may be dealing with an emergency or other important duty issues.

If the lockout occurs between 8:00 a.m. and 5:00 p.m.:  
The Licensee may request assistance at the Student Housing Access Office.

If the lockout occurs between 5 p.m. and 8:00 a.m.:  
The Licensee may contact the Resident Assistant who is on call in the building/area in which they live.

**6.9b – Lockout Charges:** The following lock out charges apply for the 2016 -2017 Academic Year.

- The first lockout is complimentary.
- The second lockout will cost \$25.00.
- The third lockout will cost \$50.00.
- The fourth lockout and subsequent lockouts will cost \$50.00. In addition, the incident will be documented and the Licensee will be referred through the conduct process for judicial action. A Licensee is required to have Bay Card and/or physical key at all times while living in Student Housing.

**NOTE:** If there is a documented maintenance issue regarding locks or keys, Licensees will not be billed for lockouts until the repair is completed.

## 6.10 - Mail Services

**6.10a – Mail Process:** Licensee mail is delivered to the Student Housing Mailroom. Mailbox information will be sent to the Licensee's Horizon email address within 7 -10 business days of move in.

Letters will be placed in Licensee's mailbox. Licensees should ensure that mailbox door is secure. Licensees receiving packages will be notified via email to be picked up at the Student Housing Mailroom.

Letters and packages should be addressed with the Licensee's full name, on-campus address and mailbox number.

Misaddressing letters and packages may cause a delay in delivery and it may be returned to sender. Mail is released to

the recipient only. It is a federal offense to tamper with another person's mail.

**6.10b – Release of Liability:** Licensees agree to hold harmless Student Housing and its agents and give permission to Student Housing and its agents to sign and accept packages/parcels from U.S. Mail, U.P.S., Federal Express and any other delivery agents attempting to deliver in Licensee's name. In addition, Licensees relieve Student Housing and its agents from all responsibility in accepting any delivery in the event of loss/damage or theft. It is further agreed that if said packages are not claimed within a seven (7) day period by Licensee, that Student Housing reserves the right to return said deliveries without notice.

### 6.11 - Motor Vehicles

Motorcycles, mopeds, or other gasoline-powered vehicles are not to be stored in or around the residence halls/apartments, building entrances, patios, or courtyards. All such vehicles must be parked in designated areas and have an appropriate CSUEB permit.

At no time is there to be storage of any inoperable vehicle in the CSUEB parking lots. All vehicles parked in the CSUEB parking lots must also be free of all types of fluid leaks. If the vehicle leaks, the owner will be held liable for any cleanup and/or damages that it may cause to lot or other vehicle.

Licensee agrees to accept financial responsibility for any loss or damage to personal property or personal vehicle belonging to Licensee and their guests and invitees that may be parked in the CSUEB parking lots caused by theft, fire, vandalism, or any other cause. Student Housing assumes no liability for any such loss. It is suggested that Licensee obtain and maintain throughout the term of the license a policy of automobile insurance from a recognized insurance firm, covering Licensee's liability and personal property damage.

### 6.12 - Oral Representation Policy

To avoid any misunderstanding concerning this License Agreement, we advise Licensees that Student Housing does not enter into any oral agreements or make or rely on any oral representation concerning License Agreements. The entire License Agreement is expressed in writing. The License Agreement supersedes any understanding that may have been understood verbally, and neither the Licensee nor Student Housing is relying on any oral agreement or representation or any understanding of fact or law that is not expressed in writing.

### 6.13 - Personal Property

The University is not liable, directly or indirectly, for the personal property of Licensees and guests due to loss by theft, damage by fire, damage by water, or any other cause.

Licensees are encouraged to purchase personal insurance, such as a renter's policy, to cover such incidents. To secure personal property, Licensees are urged to keep bedroom, suite, and apartment doors locked at all times.

### 6.14 - Photography

Persons in bedrooms, bathrooms, and dressing areas are off-limits to filming, recording, and photography without specific Licensee consent. Filming within or around any Student Housing facility requires the written permission of the Director of Student Housing and Residence Life and/or designee.

### 6.15 - Posting Policy

**6.15a – Posting Process:** The Director of Student Housing and Residence Life or designee(s) must approve any postings found within Student Housing facilities. Only Student Housing Staff, Area Council, NRHH or the RHA may post on the floors of Student Housing facilities, including campus mailings. Any posting with approval will be removed, and people found posting illegally may be sanctioned. Individuals/groups/departments wishing to post in Student Housing should bring posters to the Student Housing Office in Lassen Hall at least two weeks prior to the event for approval.

**6.15b – Posting Requirement:** Postings must adhere to the Student Housing Posting Policy. Postings should respect the mission and values of the University residence halls, which include providing all Licensees with a comfortable living environment and sense of community. Posters should not engage in gratuitously offensive expression that might be destructive of the desired community. For a copy of this policy, please see the Student Housing Office. This policy does not apply to Student Housing Staff, Area Council, NRHH, or RHA postings. Private gatherings in Student Housing facilities MAY NOT be advertised to the public.

**6.15c – Licensee Posting Responsibility:** It is the responsibility of Licensees to read all postings. Licensees will be held responsible for posted information.

## 6.16 - Quiet and Courtesy Hours

**6.16a – Quiet Hours Process:** As a part of CSUEB, Student Housing is an extension of the academic environment that exists on campus. To support this living and learning environment, the following quiet hours are enforced:

**Sunday-Thursday: 11:00 PM-9:00 AM**

**Friday-Saturday: midnight-9:00 AM**

Quiet hours are extended to 24 hours during final exams beginning at 9 pm on the Sunday before finals week. During quiet hours, noise should not be heard between the apartments, between bedrooms, or between the common areas and the bedrooms - to the extent that is humanly possible, given the community design of the facilities. Quiet hours apply to the entire complex, including the grounds.

During quiet hours, noise, conversations, or music from the grounds should not be heard by Licensees or disturb Licensees in their bedrooms or apartment.

Within an apartment, or on a floor, Licensees may agree to extend quiet hours. Floors that choose to designate extended quiet hours must post these hours clearly in the lobby of that floor. The decision to change quiet hours must be unanimous.

Licensees are expected to communicate with neighbors and confront unacceptable noise behavior prior to contacting a Residence Life staff member to address the violation. When a reasonable request is made in one of these situations, a Licensee must comply or face possible judicial action. If personal attempts do not resolve a noise issue, please consult a Resident Assistant.

**6.16b – Courtesy Hours Process:** Courtesy Hours are in effect 24 hours a day, seven days a week. However, any Licensee may request that another Licensee or group of Licensees cease any activity which is interfering with their ability to study, rest, or enjoy the community. At these times, academic and health considerations are the priority. The right to quiet supersedes the right to make noise.

**6.16c – Amplified Equipment:** Audible amplification (electrical or otherwise) of any musical instrument is not permitted within the Apartment or the Suites. Headphones are recommended when using equipment that may be disruptive to others. With the exception of Student Housing-approved events, noise or music activities on Student Housing grounds should not be so loud as to disrupt other Licensees. Music should not be played at a level where it disturbs other Licensees. Stereo equipment and speakers are expected to be of a size and power that are appropriate for high-density community living. Student Housing staff may request that stereos or other devices that pose a repeated disruption be removed from Student Housing facilities.

## 6.17 - Recreational Equipment/Sports

**6.17a – Indoor Usage:** Riding a bicycle, scooter, hoverboard, skateboarding, rollerblading, playing ball or Frisbee, or playing any other sports is prohibited inside Student Housing facilities.

Recreation/sports equipment may be carried through a residence building to a bedroom/suite/apartment.

**6.17b – Outdoor Usage:** No person shall operate a scooter, skateboard, bicycle, roller skates, or roller-blades in University parking lots, parking structures, on the plaza, or on other property of the complex. Frisbee, catch, and other such low-impact/low-risk games are permitted in outside area as designated by Student Housing staff. Licensees, guests, and/or participants are responsible for windows or Student Housing property damaged by sporting equipment.

**6.17c - Recreational Damage:** Any damage caused by recreation/sporting equipment will result in charges and conduct action to the participants.

## 6.18 - Group Living

Any Licensee who demonstrates an inability to live in a group setting will be asked to leave the Student Housing facilities and/or grounds or may be denied access until Student Health and Counseling Services has assessed their ability to live in on-campus housing. Licensees may be required to commit to a behavior contract as prescribed by a Student Housing staff member. Student Housing reserves the right to remove any individual exhibiting behavior deemed by the Student Housing staff as a threat to themselves or to the community.

## 6.19 - Solicitation/Sales/Advertising

**6.19a – Solicitation:** As CSUEB students, all Student Housing Licensees may take advantage of marketing opportunities while on campus. However, solicitation, sales, and advertising, either verbal or printed, are not permitted in Student Housing facilities, except by authorized vendors and Student Housing staff, and as permitted by the Student Housing posting policy. This includes, but is not limited to: the residential areas, the courtyard, and Student Housing grounds.

Authorized vendors must have written permission in-hand from the Director of Student Housing or designee.

No door-to-door solicitation is permitted, although Student Housing programs sponsored by Student Housing staff, RHA or area councils, or approved residential organizations may be promoted door-to-door.

Licensees are advised not to subscribe to newspapers unless sent via the postal system. Student Housing cannot guarantee or provide access to delivery personnel.

**6.19b – Operation of a Business:** Licensees are not permitted to operate a private business on any area of Student Housing property or use the campus mailing address, Ethernet connection, or telephone for that purpose.

**6.19c – Advertising:** All advertising must comply with the Student Housing posting policy, which you may find at the main Student Housing Office. Any requests for exceptions must be submitted in writing to the Student Housing Office.

## 6.20 - Additional Considerations

Student Housing is committed to meeting the needs of Licensees to the best of its ability. Some Student Housing facilities are accessible to Licensees in wheelchairs (including bathrooms), and specially-adapted rooms are available for Licensees who are hearing and/or visually impaired. Licensees requiring specific ADA compliance accommodations must be registered with Accessibility Services.

Additional considerations include:

- a. Mobility, vision, or hearing impairments (where physical accommodation or building adaptation may be required), or mental health concerns.
- b. Medical concerns.
- c. Accessibility needs that may require a live-in attendant.

Additional considerations should be noted in the Student Housing Living Preferences page during the online contract process.

**NOTE:** If you identify yourself as someone who requires assistance for safe exiting from a residence during an emergency, Residence Life Staff will meet with Licensees on an individual basis. For more information, please contact the Student Housing Office at (510) 885-7444.

### **6.21 - Storage**

Storage is limited to the closets located in Licensee rooms, suites and apartments. The storage of any materials (boxes, furniture, etc.) in common areas of the residential facilities is not permitted. Student Housing does not provide storage facilities for campus Licensees.

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# Judicial Process

## Purpose

The purpose of the Student Housing and Residence Life (SHRL) conduct system is to manage community standards by helping Licensees to understand Licensee responsibility for maintaining the residential community. The Student Housing conduct system collaborates with the University Student Judicial process. The purpose of the Student Judicial process is to administer the Student Conduct Code in a manner that is consistent with the University's core values of fairness, honesty, and integrity. Through the judicial process, SHRL strives to create and maintain a safe, developmental, and productive community in which Licensees are able to successfully manage academic and personal responsibilities.

## Judicial Steps

If you have allegedly violated a policy stated in this License Agreement that is also a violation of the **Student Conduct Code, your case will additionally be adjudicated by the Office of Student Conduct, Rights, & Responsibilities. Staff members from these offices will make contact via your CSU East Bay Horizon email in order to process your case.**

**If you have allegedly violated a policy stated in this License Agreement that is not a violation of the Student Conduct Code, the following will occur:**

1. The Residence Life Staff will document the incident. Note: Documentation does not automatically mean that you will have a conduct case that will be adjudicated.
2. Licensees will then be required to meet with a Residence Life Staff Member. Communication for a hearing will occur through phone, email, and/or campus mailbox. It is the Licensee's responsibility to check mail and respond to hearing communication and all other conduct matters in the time provided.
3. Licensees must be available when the hearing is called or the Hearing Officer(s) will only consider whatever written material has been provided. ***(If Licensees choose not to meet with the Hearing Officer(s) within the stated timeline, a decision will be made without their input. Furthermore, in this situation, Licensees waive their right to appeal the findings of their case, should they be found responsible).***
4. After an investigation, the Hearing Officer(s) will determine your responsibility for the violation(s) based on all available evidence.
5. If found responsible in the Student Housing conduct system, the Housing Conduct Officer(s) may impose one or more of the sanctions listed below, as well as additional educational sanctions which may be appropriate.
6. Within five working days of the time of the decision, you will be notified in writing regarding the outcome of your meeting.

## Sanctions

**The SHRL sanctions may include one or more of the following outcomes:**

1. A written or verbal warning detailing the liability for continued or repeated violations.
2. Issuance of an educational sanction. **NOTE:** Should you choose not to complete your sanction by the due date, additional consequences will be assigned up to and including a hold on your student account. This hold will prevent you from registering for classes, receiving grades, and receiving official transcripts.
3. A written letter of probation stating that any further violation may lead to revocation from the



Student Housing community.

4. Administrative relocation within the Student Housing community.
5. A written letter of revocation of the Student Housing License for violations enumerated in the letter.

**NOTE:** Revocation of the Student Housing License means that Licensees must move out of the assigned room on the date specified. Licensees who have been given this sanction are subject to the following:

- a. Licensee is no longer allowed to live in any Student Housing facility. Licensee is typically given 72 hours to move out of their assignment. This period may be less depending on the severity of the policy violation(s). Should the Licensee be involved in additional policy violations in the time period that is given, Licensee will be asked to vacate the room immediately.
- b. Licensee is not allowed to return to on-campus Student Housing and its property on the dates determined by the hearing officer.
- c. **Licensee will be financially responsible for the remainder of the License period based on their Student Housing License Agreement.**

## Appeal

If the accused student is not in agreement with the decision made by a Student Housing Conduct Officer(s), the student may appeal the decision using the following steps:

1. A written letter of appeal must be submitted to the Associate Director of Residence Life (or designee) within three (3) days after the date of the original sanction letter.
2. Students must write and submit the appeal. Appeals written and submitted by an attorney will not be accepted.

**The Licensee will ONLY be granted an appeal hearing based upon meeting the criteria of at least one of the following:**

1. New information specifically related to the case that was not presented in the original hearing.
2. Procedural rights violation.
3. Sanction dissimilar with similar cases.
4. Bias on the part of the decision maker(s).

**It is further recommended that the Licensee adhere to the following guidelines prior to appealing their case:**

- a. A listing of the incident(s) in question.
- b. The reason the Licensee is appealing (see above).
- c. Explanations of the circumstances Licensee believes substantiate the reason for the appeal.
  - i. Information and people who could corroborate their reason for appeal. In addition, Licensee should attach any written documentation that corroborates their reason for appeal and sign the acknowledgement. If Licensee has any questions about the appeal process, contact the Associate Director for Residence Life, Assistant Director for Residence Life, or appropriate Residence Life Coordinator.

If an appeals hearing is granted, the Licensee will have an opportunity to state the reason for the appeal and provide detailed information that supports the appeal request. The Licensee may have one non-lawyer individual present at the hearing, who acts as an advisor. The student may consult with the advisor during the hearing; however, this individual may not speak for the student by commenting or questioning the hearing officer during the hearing.

# Appendix A

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## Guidelines for Cancellation Requests After Occupancy

As a Licensee, you have signed the terms of the License Agreement, which commits you to living on campus for an indicated period of time. The CSU East Bay Student Housing Office acts as the landlord representative for the California State University; therefore, it can be difficult to cancel License Agreements. In order to cancel a License Agreement, the CSU requires verification of a significant change in your circumstances, which occurred after signing the terms of License Agreement. Documentation must be provided before a cancellation request is considered for review. The Licensee must complete a “Request to Cancel” form in addition to the documents required below. Please carefully read the enclosed information before you proceed with the License cancellation process.

**Automatic Cancellations** - A request to cancel for the reasons listed below will receive automatic approval upon completion of the required paperwork, which is available in the CSU East Bay Student Housing Office.

***Change of Student Status*** - If you are graduating, withdrawing, transferring, or pursuing an internship out of the area, you may automatically cancel at the CSUEB Student Housing Office by providing the required documentation listed below. For cancellations between fall and winter quarter or winter and spring quarter, the CSUEB Student Housing Office will verify your student status to determine if you are enrolled for winter or spring classes; if you are found to be in attendance at CSUEB, your cancellation is rescinded and your student account is charged accordingly.

### **Required Documentation:**

- **Graduation** – a graduation check/evaluation.
- **Withdrawal** – a completed withdrawal form from the Office of the Registrar, if available.
- **Marriage** - If you married since you signed your License Agreement, or have a marriage pending within four weeks, you may be approved to cancel at the CSUEB Student Housing Office. A marriage license must be presented to complete the cancellation; if it isn't, the cancellation is reversed and your student account is charged accordingly.

**Non-Automatic Cancellations** - A request to cancel for reasons other than change of student status or marriage is considered non-automatic and requires that you provide a detailed explanation and considerable documentation. Usually the reason for a request falls into one of the following categories: medical, financial, or personal hardship. Please read the information below to best prepare your request and the required documentation. Requests will be evaluated on the documentation provided. Although approval is not guaranteed, insufficient information will result in a denied request to cancel.

***Medical*** - Your medical condition must have significantly changed since you signed your License Agreement and prohibits you from living in on-campus housing. You must write a letter explaining your situation and also provide documentation that verifies the medical necessity for cancellation.

### **Required Documentation:**

- Letter from physician with diagnosis and reason why diagnosis necessitates license cancellation.
- Pregnancy confirmation/due date.
- Evidence of seeing a counselor/psychologist or psychiatrist and why issue necessitates license cancellation.
- Letter from an Accessibility Services staff member and why issue necessitates License cancellation.
- Other supportive information at your discretion.

***Financial*** - You must be able to demonstrate a significant financial change from the time you signed to the terms of the License Agreement. The CSUEB Student Housing Office does not cancel a license based on a student's realization that Licensee is having difficulty meeting the financial demands of living independently and paying for college. The CSUEB Student Housing Office also does not cancel a license because a parent has decided to discontinue support of Licensee expenses.

Other options: The CSUEB Student Housing Office will ask the student to pursue other options to meet financial obligations and will suggest the following:

- Develop a payment plan with a Resident Account Coordinator
- Obtain employment
- Increase work hours
- Apply for Financial Aid/Loan
- Additional family assistance

**Required Documentation:**

In order to meet the requirements of the cancellation process, a student must present considerable documentation that clearly demonstrates the change in financial situation. Although the CSUEB Student Housing Office cannot take responsibility for determining what specific documentation should be presented a student might consider the following types of information:

- Bankruptcy documents
- Parents' unemployment records; parents' tax returns showing significant drop in income
- Documentation regarding all sources of income and living expenses
- Evidence of change in income

**Personal Hardship** - It is not unusual for students to find adjusting to college and living in a student residential community a big challenge. Whether it is finding a quiet place to study, resolving differences with a roommate, or adjusting to sharing a room, it may feel that community living isn't working for you.

Other options:

Although the CSUEB Student Housing Office understands this feeling of incompatibility, it is *not* a reason that can be accepted for cancelling a License. Instead, a Residence Life staff member will meet with you personally to identify your concerns and assist in developing an appropriate response.

Some of the approaches that you will be asked to pursue are:

- Speak with your Resident Assistant or Residence Life Coordinator
- Discuss with your Residence Life Coordinator about a room/apartment change
- Meet with one of the counselors at Student Health & Counseling Services

**Required Documentation:**

If a Licensee pursues personal hardship as a reason for cancellation, Licensee must submit the following:

- A letter describing the hardship in detail and specific steps taken to resolve the matter
- Supporting documentation from appropriate Residence Life Coordinator
- Supporting documentation from a counselor and/or medical doctor.

**Submitting False Information** - Students who petition to cancel and forge or knowingly provide false information and/or supporting documentation will be referred to the Office of Student Conduct, Rights, and Responsibilities for disciplinary action according to section 41301 of Title V of the California Administrative Code. In addition, the student's request to cancel will be denied or rescinded and disciplinary sanctions may be imposed through the CSUEB disciplinary process.

**Financial Obligation** - Please be aware that your License Agreement is for the academic year and remains intact while your request to cancel is being reviewed. You are obligated to make all payments when due. In the event that your request to cancel is approved, you will be billed through the date you officially check out and charged a 30 day rent fee and the CSUEB cancellation fee per your License Agreement. Submitting a cancellation request and documentation does not guarantee approval. Completed Request to Cancel forms and documents will be reviewed and decisions will be provided within ten days. Those submitting a cancellation request will be informed of the appeal process, in case of denial.

For more information, please refer to the License Agreement, Section 12b, Cancellation After Occupancy.

## **Cancellation and/or Charge Appeal**

If the License is not in agreement with the decision made by a member of the Student Housing staff, the student may appeal the cancellation denial and/or charge adjustment using the following steps:

1. A written letter of appeal must be submitted to the Business Services Manager (or designee) within ten (10) days after the date of the denied cancellation and/or date of the charge posting.
2. In addition, students must submit the Student Housing Cancellation and/or Charge Appeal form. All appeal forms submitted must be the original. Appeals written and submitted by an attorney will not be accepted.

**The Licensee appeal will ONLY be reviewed if the following is provided.**

1. New information specifically related to the cancellation/charge that was not presented in the original request.

# Appendix B

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## Payment Information

### Activity Fee

Housing rent includes a \$15 per quarter resident activity fee to fund activities and events coordinated by your Residence Hall Association. Resident activity fees are nonrefundable after the beginning of the occupancy period.

### Application Fee

A non-refundable application fee of \$40.00 is required when submitting an application for on-campus housing. This fee is charged to cover the administrative cost of processing an application for a campus housing facility. No applications will be processed without payment of this fee.

### Installment Fee

The \$15.00 installment fee is waived for Licensees requesting the Annual Payment Plan. The installment fee is charged to each quarterly payment. Installment fees are nonrefundable.

### Late fees

Payments must be posted to the student's account by the specified due date or a \$75.00 late fee will be charged. Late fees will continue to be assessed throughout the delinquency process. Late fees charged are nonrefundable.

### No Shows

Licensees who fail to check in by established dates and times as described in Section 3 forfeit the reserved space, and are liable for a \$100 Cancellation Processing Fee plus prorated rent, meal plan fees, and nonrefundable fees as described in this appendix. If there is no waiting list and the cancelled Licensee is still attending CSUEB, Licensee will be charged for the entire license period.

### Payment Schedules

Licensees will be billed by the quarter unless Licensee requests the Annual Payment Plan. Each payment due date corresponds with the campus due date as set by the Student Administration and Finance Office.

Payments may be made:

- ❖ At the Cashier's Office located at the Student Services & Administration (SA) Building. Hours: Monday – Thursday 8:30am to 5:00pm, Friday 9:00am – 4:30pm
- ❖ Online using a credit card or electronic check at <http://my.csueastbay.edu>. There is a 2.75% nonrefundable service charge for credit card payments.
- ❖ By mailing in a check or money order. Please be sure to make the check payable to CSUEB and to include your full name and NetID number on the check. (DO NOT mail in cash payment as it will not be accepted)

Mail checks payment to:  
Cashier's Office  
Cal State East Bay  
25800 Carlos Bee Blvd.  
Hayward, CA 94542

### Prorated Fees

If Licensee contracts after the first day of the fee period, rent and meal plan will be prorated.

## First Year (Freshmen) Suites

The prices listed below include: meal plan, all utilities, Wi-Fi, and cable in each bedroom including a DVR in the living room. Each suite consists of three or four bedrooms, two bathrooms, a common living area, and a kitchenette. Each bedroom includes up to three twin XL beds, dressers, desks and chairs.

### Rates

| Occupancy Type                            | Suites Triple<br>(3 residents in bedroom) | Suites Double<br>(2 residents in bedroom) |
|---|---|---|
| Number of Bathrooms                       | 2   | 2   |
| Number of Residents in Apartment          | 8 to 10                                   | 8 to 10                                   |
| Meal Plan                                 | Red or Black                              | Red or Black                              |
| <b>Initial Payment due with contract</b>  | <b>\$ 500.00</b>                          | <b>\$ 500.00</b>                          |
| <b>Fall 2016 due: September 12, 2016</b>  | \$ 3,811.00                               | \$ 4,490.00                               |
| <b>Winter 2017 due: December 12, 2016</b> | \$ 3,678.00                               | \$ 4,221.00                               |
| <b>Spring 2017: March 20, 2017</b>        | \$ 3,469.00                               | \$ 3,953.00                               |
| <b>Total ( meal plan included)</b>        | <b>\$ 11,458.00</b>                       | <b>\$ 13,164.00</b>                       |

~ If you wish to pay in full for the Academic Year, you may submit a written request to the Student Housing and Residence Life Office.

### Suites Meal Plan Options

|                   | Meals Per Week                        | Flex Dollars  |   |
|-------------------|---------------------------------------|---------------|---|
| <b>Red Plan</b>   | 7 Day All Access<br>(Monday – Sunday) | \$125/Quarter | Provides 7 days (Mon-Sun) unlimited meals per week (all you care to eat) in the Dining Commons. Flex Dollars may be used at any campus retail dining venue. Three guest meals are included per quarter. |
| <b>Black Plan</b> | 5 Day All Access<br>(Monday – Friday) | \$225/Quarter | Provides 5 days (Mon-Fri) unlimited meals per week (all you care to eat) in the Dining Commons. Flex Dollars may be used at any campus retail dining venue. Three guest meals are included per quarter. |

### Important Date:

**May 2, 2016 @ 3:00 pm - The housing portal opens for new applications**

### Please Note the following:

- A \$500 Initial Payment is required to complete the housing contract
- Quarterly Payment Plans include a \$15.00 installment fee for each payment beside the initial payment.
- Housing rent includes a \$15.00 (quarterly) resident activity contribution which is used to fund activities and events coordinated by your Residence Hall Association.

It is the student's responsibility to adhere to payment due dates. A \$75.00 late fee will be applied to late payments. Late fees will continue to be assessed throughout the delinquency process. It is also the responsibility of the student to adhere to financial aid deadlines (if applicable). Please visit our website for additional information: <http://www.csueastbay.edu/housing>

## Non-Freshmen – Pioneer Heights Apartments

The prices listed below include: meal plan, all utilities, Wi-Fi, and cable in each bedroom including a DVR in the living room. Each Apartment includes one to two bathrooms, a kitchen with dining table, and living room with couch, arm chair, end table and coffee table. Each bedroom can have up to three twin XL beds, dressers, desks and chairs.

### Rates

| Occupancy Type                              | Apartment Triple<br>(3 residents in bedroom) | Apartment Double<br>(2 residents in bedroom) | Apartment Single<br>(1 resident in bedroom) |
|---|--|--|---|
| Number of Bathrooms                         | 1  | 1  | 2   |
| Number of Residents in Apartment            | 6  | 4  | 4   |
| Meal Plan**                                 | Pioneer                                      | Pioneer                                      | Pioneer                                     |
| <b>Initial Payment due with contract</b>    | <b>\$ 500.00</b>                             | <b>\$ 500.00</b>                             | <b>\$ 500.00</b>                            |
| Fall 2016 due: September 12, 2016           | \$ 2,744.00                                  | \$ 3,400.00                                  | \$ 4,105.00                                 |
| Winter 2017 due: December 12, 2016          | \$ 2,715.00                                  | \$ 3,240.00                                  | \$ 3,804.00                                 |
| Spring 2017: March 20, 2017                 | \$ 2,513.00                                  | \$ 2,981.00                                  | \$ 3,485.00                                 |
| <b>Total (Pioneer meal plan included)**</b> | <b>\$ 8,472.00</b>                           | <b>\$ 10,121.00</b>                          | <b>\$ 11,894.00</b>                         |

~ If you wish to pay in full for the Academic Year, you may submit a written request to the Student Housing and Residence Life Office.

### Non-Freshman Meal Plan Options

|   | Meals Per Week  | Flex Dollars  |   |
|---|---|---------------|---|
| <b>Pioneer Plan<br/>(included in rates)</b> | 60 entries Fall<br>55 entries Winter<br>55 entries Spring | \$200/Quarter | Provides 60 entries (all you care to eat) for Fall quarter and 55 entries for Winter/Spring quarter to the Dining Commons. Flex Dollars may be used at any other campus retail dining venue and for guest meals.  |
| <b>Red Plan<br/>(additional cost)</b>       | 7 Day All Access<br>(Monday – Sunday)                     | \$125/Quarter | Provides 7 days (Mon-Sun) unlimited meals per week (all you care to eat) to the Dining Commons. Flex Dollars may be used at any campus retail dining venue. Three guest meals are included per quarter. Three guest meals are included per quarter. <b>**Additional Academic Year cost \$2,779.00</b> |
| <b>Black Plan<br/>(additional cost)</b>     | 5 Day All Access<br>(Monday – Friday)                     | \$225/Quarter | Provides 5 days (Mon-Fri) unlimited meals per week (all you care to eat) to the Dining Commons. Flex Dollars may be used at any campus retail dining venue. Three guest meals are included per quarter. Three guest meals are included per quarter. <b>**Additional Academic Year cost \$2,779.00</b> |

### Important Date:

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### Please note the following:

- A \$500 Initial Payment is required to complete the housing contract
- Quarterly Payment Plans include a \$15.00 installment fee for each payment beside the initial payment.
- Housing rent includes a \$15.00 (quarterly) resident activity contribution which is used to fund activities and events coordinated by your Residence Hall Association.

It is the student's responsibility to adhere to payment due dates. A \$75.00 late fee will be applied to late payments. Late fees will continue to be assessed throughout the delinquency process. It is also the responsibility of the student to adhere to financial aid deadlines (if applicable). Please visit our website for additional information: <http://www.csueastbay.edu/housing>

## Non-Freshmen – University Village Apartments

The prices listed below include: meal plan, all utilities, Wi-Fi, and cable. Each Apartment includes one to two bathrooms, a kitchenette with a convection microwave oven and full size refrigerator and living room with a couch and a coffee table. Each bedroom can have up to three twin XL beds, dressers, desks and chairs.

### Rates

| Occupancy Type                              | UV Triple<br>(3 residents in bedroom) | UV Double 2/1*<br>(2 residents in bedroom) | UV Double 1/1 or 2/2<br>(2 residents in bedroom) |
|---|---------------------------------------|--|--|
| Number of Bathrooms                         | 2                                     | 1  | 1 to 2   |
| Number of Residents in Apartment            | 6                                     | 4  | 2 to 4   |
| Meal Plan**                                 | Pioneer                               | Pioneer                                    | Pioneer  |
| <b>Initial Payment due with contract</b>    | <b>\$ 500.00</b>                      | <b>\$ 500.00</b>                           | <b>\$ 500.00</b>                                 |
| <b>Fall 2016 due: September 12, 2016</b>    | \$ 3,174.00                           | \$ 3,400.00                                | \$ 3,738.00                                      |
| <b>Winter 2017 due: December 12, 2016</b>   | \$ 3,058.00                           | \$ 3,240.00                                | \$ 3,510.00                                      |
| <b>Spring 2017: March 20, 2017</b>          | \$ 2,820.00                           | \$ 2,981.00                                | \$ 3,222.00                                      |
| <b>Total (Pioneer meal plan included)**</b> | <b>\$ 9,552.00</b>                    | <b>\$ 10,121.00</b>                        | <b>\$ 10,970.00</b>                              |

\* This University Village apartment Double has 2 bedrooms and 1 bathroom. These apartments are limited.

~ If you wish to pay in full for the Academic Year, you may submit a written request to the Student Housing and Residence Life Office.

### Non-Freshman Meal Plan Options

|   | Meals Per Week  | Flex Dollars  |   |
|---|---|---------------|---|
| <b>Pioneer Plan<br/>(included in rates)</b> | 60 entries Fall<br>55 entries Winter<br>55 entries Spring | \$200/Quarter | Provides 60 entries (all you care to eat) for Fall quarter and 55 entries for Winter/Spring quarter to the Dining Commons. Flex Dollars may be used at any other campus retail dining venue and for guest meals.  |
| <b>Red Plan<br/>(additional cost)</b>       | 7 Day All Access<br>(Monday – Sunday)                     | \$125/Quarter | Provides 7 days (Mon-Sun) unlimited meals per week (all you care to eat) to the Dining Commons. Flex Dollars may be used at any campus retail dining venue. Three guest meals are included per quarter. Three guest meals are included per quarter. <b>**Additional Academic Year cost \$2,779.00</b> |
| <b>Black Plan<br/>(additional cost)</b>     | 5 Day All Access<br>(Monday – Friday)                     | \$225/Quarter | Provides 5 days (Mon-Fri) unlimited meals per week (all you care to eat) to the Dining Commons. Flex Dollars may be used at any campus retail dining venue. Three guest meals are included per quarter. Three guest meals are included per quarter. <b>**Additional Academic Year cost \$2,779.00</b> |

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# Appendix C

## Damage and Repair Sheet – Double and Triple Suites

Each resident must give reasonable care to the room/suite/apartment, its furnishings, and common areas. Residents are expected to maintain sanitary and safe conditions acceptable to the university. Residents will pay for any damages to Housing facilities (including damaged or missing furniture and appliances) willfully or negligently caused by themselves or their guest(s). If damage in common areas (hallways, elevators, etc.) cannot be traced to a specific individual or group, but was in substantial part caused by individuals, groups, or invited guests acting from within the residence community, the residents of the hall or complex will be charged collectively. Residents may also be referred to the Housing judicial system.

When residents occupy the same room/suite/apartment and responsibility for damages or loss in the room cannot be determined by Housing, the cost of damages or loss will be divided and assessed equally amongst the residents. Any malicious damage to the buildings, grounds, or other facilities is prohibited.

To avoid unnecessary or inaccurate damage charges, residents should thoroughly review the Room/Suite/Apartment Inventory Form upon check-in (front of document). If there is disagreement with the initial assessment of the room's condition, residents must note as such on the Room/Suite/Apartment Inventory Form and meet with the Residential Life staff within five working days of check-in to have all copies of the Room/Apartment Inventory Form amended.

### Charges for Cleaning

This is an estimated cleaning cost. Not all items are listed. Charges are per room and not adjustable.

#### General Cleaning and Sanitizing:

Kitchen, Bathroom, Living Room, Hallway, Dining Room, and Patio \$35.00 (Per Room)

Bedroom \$20.00

#### Carpet Cleaning:

Living Room \$100, Hallway \$75, Bedroom \$50.00

#### Upholstery Cleaning:

Sofa \$50, Chair \$25

#### Misc.:

Smoking Odor in Apartment (Carpet and Upholstery): \$325

Smoking on Balcony (Tobacco Stains): \$35

### Replacement Costs (cost per item)

This is an estimates replacement cost, per item.

**There may be an additional cost incurred for installation and placement of item. This charge is estimates at \$32 (minimum).**

#### Furniture

|                   |       |
|-------------------|-------|
| Bed               | \$325 |
| Dresser           | \$450 |
| Desk              | \$220 |
| File drawers      | \$220 |
| Lamp              | \$50  |
| Mattress          | \$150 |
| Dining Room table | \$425 |
| Chair (price per) | \$125 |
| Sofa              | \$725 |
| Love Seat         | \$550 |
| Chair             | \$400 |
| Coffee Table      | \$250 |
| End Table         | \$150 |

#### Appliances

|              |       |
|--------------|-------|
| Microwave    | \$300 |
| Refrigerator | \$585 |

#### Bathroom

|                     |      |
|---------------------|------|
| Toilet Seat         | \$25 |
| Toilet Paper Holder | \$25 |
| Towel Bar           | \$25 |
| Mirror              | \$60 |
| Shower Curtain Rod  | \$15 |
| Shower Curtain      | \$15 |

#### Bedroom

|                    |       |
|--------------------|-------|
| Closet Shelves     | \$100 |
| Closet Rod (Wood)  | \$25  |
| Closet Rod (Metal) | \$100 |

#### Windows and Screens

|               |       |
|---------------|-------|
| Screen Door   | \$120 |
| Window Screen | \$35  |

|                    |       |
|--------------------|-------|
| Single Window      | \$230 |
| Sliding Glass Door | \$300 |
| Leveler Blinds     | \$150 |
| Blind Pulley       | \$10  |
| Per Blind          | \$5   |

#### Light Fixtures

|                    |             |
|--------------------|-------------|
| Kitchen Light      | \$100-\$200 |
| Dining Room        | \$20-\$200  |
| Bedroom (Circular) | \$60        |
| Bedroom (Track)    | \$40        |
| Vanity             | \$60        |
| Light Covers       | \$15        |

#### Outlets/Switches

|                   |      |
|-------------------|------|
| Electrical Outlet | \$15 |
| Cable Outlet      | \$15 |
| Internet Outlet   | \$30 |
| Light Switch      | \$15 |

#### Repairs (per Section)

|                         |      |
|-------------------------|------|
| Wall and Ceiling Repair | \$75 |
| Baseboard               | \$15 |
| Linoleum Flooring       | \$70 |

#### Apartment Cable

|                   |       |
|-------------------|-------|
| DVR (Living Room) | \$300 |
| DTA               | \$150 |

#### Locks/Doors

|                    |         |
|--------------------|---------|
| Front Door Lockset | \$1,000 |
| Bedroom Lockset    | \$90    |
| Suites             | \$900   |
| Closet Door        | \$75    |
| Bedroom Door       | \$250   |

#### Other Apartment Items

|                          |        |
|--------------------------|--------|
| Thermostat               | \$60   |
| Smoke Detector           | \$45   |
| Smoke Detector (Strobe)  | \$120  |
| Room Strobe              | \$150  |
| Sounding Horn            | \$30   |
| Vent Cover               | \$30   |
| Fire Extinguisher        | \$150  |
| Disposal Unit            | \$100  |
| Cabinets (per)           | \$250  |
| Cabinet Shelf            | \$50   |
| Waste/Recycle Can (Each) | \$60   |
| Phone/Computer Jack      | \$50   |
| Carpeting (up to)        | \$1000 |
| Electrical Plates        | \$10   |
| Doorbell                 | \$25   |

## Damage and Repair Charge Sheet – Non Suite Apartments

Each resident must give reasonable care to the room/suite/apartment, its furnishings, and common areas. Residents are expected to maintain sanitary and safe conditions acceptable to the university. Residents will pay for any damages to Housing facilities (including damaged or missing furniture and appliances) willfully or negligently caused by themselves or their guest(s). If damage in common areas (hallways, elevators, etc.) cannot be traced to a specific individual or group, but was in substantial part caused by individuals, groups, or invited guests acting from within the residence community, the residents of the hall or complex will be charged collectively. Residents may also be referred to the Housing judicial system.

When residents occupy the same room/suite/apartment and responsibility for damages or loss in the room cannot be determined by Housing, the cost of damages or loss will be divided and assessed equally amongst the residents. Any malicious damage to the buildings, grounds, or other facilities is prohibited.

To avoid unnecessary or inaccurate damage charges, residents should thoroughly review the Room/Suite/Apartment Inventory Form upon check-in (front of document). If there is disagreement with the initial assessment of the room's condition, residents must note as such on the Room/Suite/Apartment Inventory Form and meet with the Residential Life staff within five working days of check-in to have all copies of the Room/Apartment Inventory Form amended.

### **Charges for Cleaning**

This is an estimated cleaning cost. Not all items are listed. Charges are per room and not adjustable.

#### **General Cleaning and Sanitizing:**

Kitchen, Bathroom, Living Room, Hallway, Dining Room, and Patio \$35.00 (Per Room)

Bedroom \$20.00

#### **Carpet Cleaning:**

Living Room \$100, Hallway \$75, Bedroom \$50.00

#### **Upholstery Cleaning:**

Sofa \$50, Chair \$25

#### **Misc.:**

Smoking Odor in Apartment (Carpet and Upholstery): \$325

Smoking on Balcony (Tobacco Stains): \$35

### **Replacement Costs (cost per item)**

This is an estimates replacement cost, per item.

There may be an additional cost incurred for installation and placement of item. This charge is estimates at \$32 (minimum).

#### **Furniture**

|                   |       |
|-------------------|-------|
| Bed               | \$325 |
| Dresser           | \$450 |
| Desk              | \$220 |
| File drawers      | \$220 |
| Lamp              | \$50  |
| Mattress          | \$150 |
| Dining Room table | \$425 |
| Chair (price per) | \$125 |
| Sofa              | \$725 |
| Love Seat         | \$550 |
| Chair             | \$400 |
| Credenza          | \$350 |
| Coffee Table      | \$250 |
| End Table         | \$150 |

#### **Appliances**

|                    |       |
|--------------------|-------|
| Microwave          | \$300 |
| Oven               | \$400 |
| Oven Burner (each) | \$60  |
| Oven Rack          | \$60  |
| Broiler Tray       | \$40  |
| Range and Fan      | \$110 |
| Refrigerator       | \$585 |

#### **Bathroom**

|                     |      |
|---------------------|------|
| Toilet Seat         | \$25 |
| Toilet Paper Holder | \$25 |
| Medicine Cabinet    | \$11 |
| Towel Bar           | \$25 |
| Mirror              | \$60 |
| Shower Curtain Rod  | \$15 |
| Shower Curtain      | \$15 |

#### **Bedroom**

|                   |       |
|-------------------|-------|
| Closet Shelves    | \$100 |
| Closet Rod (Wood) | \$25  |

#### **Closet Rod (Metal)**

|                    |       |
|--------------------|-------|
| Closet Rod (Metal) | \$100 |
| Screen Door        | \$120 |
| Window Screen      | \$35  |
| Single Window      | \$230 |
| Sliding Glass Door | \$300 |
| Leveler Blinds     | \$150 |
| Blind Pulley       | \$10  |
| Per Blind          | \$5   |

#### **Light Fixtures**

|                    |             |
|--------------------|-------------|
| Kitchen Light      | \$100-\$200 |
| Dining Room        | \$20-\$200  |
| Bedroom (Circular) | \$60        |
| Bedroom (Track)    | \$40        |
| Vanity             | \$60        |
| Light Covers       | \$15        |

#### **Outlets/Switches**

|                   |      |
|-------------------|------|
| Electrical Outlet | \$15 |
| Cable Outlet      | \$15 |
| Internet Outlet   | \$30 |
| Light Switch      | \$15 |

#### **Repairs**

|                                 |      |
|---------------------------------|------|
| Wall and Ceiling Repair         | \$75 |
| Baseboard (per section)         | \$15 |
| Linoleum Flooring (per section) | \$70 |

#### **Apartment Cable**

|                   |       |
|-------------------|-------|
| DVR (Living Room) | \$300 |
| DTA               | \$150 |

#### **Locks/Doors**

|                    |         |
|--------------------|---------|
| Front Door Lockset | \$1,000 |
| Bedroom Lockset    | \$90    |

#### **Suites**

|                |       |
|----------------|-------|
| Suites         | \$900 |
| Closet Door    | \$75  |
| Bedroom Door   | \$250 |
| Apartment Door | \$450 |

#### **Other Apartment Items**

|                          |        |
|--------------------------|--------|
| Thermostat               | \$60   |
| Smoke Detector           | \$45   |
| Smoke Detector (Strobe)  | \$120  |
| Room Strobe              | \$150  |
| Sounding Horn            | \$30   |
| Vent Cover               | \$30   |
| Fire Extinguisher        | \$150  |
| Disposal Unit            | \$100  |
| Cabinets (per)           | \$250  |
| Cabinet Shelf            | \$50   |
| Waste/Recycle Can (Each) | \$60   |
| Phone/Computer Jack      | \$50   |
| Carpeting (up to)        | \$1000 |
| Electrical Plates        | \$10   |
| Doorbell                 | \$25   |

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