

CAL STATE EAST BAY

**UNIVERSITY HOUSING
AND RESIDENCE LIFE**

2024-2025
License
Agreement

University Housing & Residence Life

Mission Statement

The California State University, East Bay (CSUEB) University Housing and Residence Life (UHRL) department, in conjunction with the mission of the University and the Division of Student Affairs, works to engage all residential students in their holistic development and academic success towards retention, graduation, and future endeavors. UHRL works to sustain this mission by providing student-centered programs, services, and facilities that foster a safe, inclusive, and vibrant residential learning community.

Contact Information

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Important Dates

May 26, 2024	New summer 2024 term Licensees check in between 12:00 p.m. and 3:00 p.m.
May 30, 2024	All new summer session 2024 Licensees must be checked in by 10:00 p.m. Licensees who do not check in by 10 p.m. on May 30,2024 and who have not communicated in advance with University Housing staff will have their contract canceled. Cancellation fees apply.
July 15, 2024	Last day to cancel 2024-2025 License Agreement with \$100 cancellation processing fee. Cancellation fee of \$250 will be applicable after this date including applicable 1 month rent. (Application fee is non-refundable.)
August 2, 2024	Last day of Summer 2024 License Agreement. All Licenses that did not sign summer to fall transition addendum by appropriate deadline must move-out by 2:00 p.m.
August 15, 2024	General move-in process for all Licensees begins.
August 19, 2024	Fall semester 2024 first day of classes
August 22, 2024	All fall semester 2024 Licensees must be checked in by 10:00 p.m. Licensees who do not check in by 10 p.m. on Thursday, August 22, 2024 and who have not coordinated a late check in with University Housing staff will have their contract canceled. Cancellation fees apply.
August 28, 2024	Fall 2024 payment due date
October 21, 2024 - November 2, 2024	Health & Safety Checks
November 28 - 30, 2024	Campus closed for Thanksgiving break. No Meal Service
December 13, 2024	Last day to submit a <i>Request to Cancel</i> for Spring 2025 (Approval required). Housing License Agreement constitutes the indicated period of time for the duration of the academic year. Cancellation fees apply.
December 16, 2024	Last day of Fall Semester; Residents approved to move out must vacate by 12 p.m.
December 14, 2024 – January 11, 2025	No meal service in the Dining Commons. Limited retail locations will accept Flex Dollars.
December 25, 2024 – January 1, 2025	Campus Closed

January 12, 2025	New spring semester 2025 Licensees check in.
January 12, 2025	Meals begin with brunch
January 21, 2025	Spring semester 2025 first day of classes
January 23, 2025	All new Spring semester 2025 Licensees must be checked in by 10:00 p.m. Licensees who do not check in by 10 p.m. on Thursday, January 23, 2025, and who have not coordinated a late check in with University Housing staff will have their contract canceled. Cancellation fees apply.
January 29, 2025	Spring semester 2025 payment due date
March 10, 2024- March 22, 2024	Health & Safety Checks
April 1, 2025- April 4, 2025	Spring Break
May 16, 2025	Last meal service. All Flex expires
May 19, 2025	Last day of 2024-2025 License Agreement. All non-summer Licensees move-out by 12:00 p.m.

Terms and Conditions

This University Housing License Agreement (“License Agreement”) is entered into by the Board of Trustees of the California State University on behalf of California State University East Bay (hereinafter referred to as “University,”) and the housing applicant (hereinafter referred to as “Licensee”) for the 2024-2025 academic year. By completing and electronically signing the License Agreement, Licensee agrees to adhere to the terms, conditions, and policies contained in this License Agreement, the Housing & Residence Life Conduct Policies (available at <https://www.csueastbay.edu/housing/files/docs/housing-conduct-policies.pdf>), and the University Housing & Residence Life Community Guide (available at <https://www.csueastbay.edu/housing/files/docs/community-guide.pdf>), the contents of all of which are incorporated herein as though fully in this Agreement. **Applicants should read these materials carefully before completing and electronically executing this License Agreement.**

1. Application and Initial Payment

In order to apply for on-campus housing, housing applicants must be provisionally admitted to the University. All housing applicants, including all financial aid recipients, are required to pay a \$40.00 non-refundable application fee and a \$250.00 initial housing payment out of pocket.

The \$40.00 non-refundable application fee, \$250.00 initial housing payment, online housing application, and an electronically signed License Agreement must be submitted in full before a housing application will be considered for an assignment. Applications will not be processed without these payments. The \$250.00 initial payment is prepayment of a portion of the fall semester charges (or spring semester charges if the application is submitted by a new spring semester housing applicant). The \$250.00 initial payment will be applied directly to the housing fees. It is not a deposit, as it will not be returned at the end of the academic year.

2. Eligibility

To qualify for on-campus housing, Licensee must be enrolled at California State University, East Bay as a matriculated student with a minimum of twelve (12) undergraduate units or eight (8) graduate units. Licensee must satisfy the foregoing minimum unit requirement unless an exception has been petitioned and approved in writing by the Director of University Housing & Residence Life (“University Housing”) or an authorized designee. The University may revoke this License Agreement if Licensee fails to meet or drops below the minimum unit requirement at, or any time after, the beginning of the academic fee period. Licensee’s failure to meet or maintain the required minimum units shall not be a basis for Licensee to cancel this License Agreement and shall not release Licensee from paying any housing-related fees. Any requests for cancellations, including concerns with matriculation eligibility, Licensee must notify University Housing immediately by completing a Request to Cancel form. Submission of form does not automatically provide approval.

Ability to contract or select space may be impacted if Licensee is not up to date on all payment plans or have outstanding financial balances and conduct tasks. Licensee with past due balances cannot complete a contract until the past due balance is cleared. Licensee with pending University Housing conduct review or outstanding conduct tasks will not have the ability to select or be assigned to a space until the Licensee has addressed all pending conduct reviews/sanctions.

In the event Licensee’s admission to California State University East Bay is rescinded or Licensee is disqualified or suspended from attending the University during the term of this License Agreement, Licensee must notify University Housing immediately by completing a Request to Cancel form. Licensee will be charged for rent (and meal plan if applicable) until such time as Licensee’s request to cancel has been approved by University Housing and the University has verified that Licensee has vacated the space.

3. Occupancy Period

Licensee may reserve a bed space for the entire academic year or for the spring semester only. As further specified below, a license for Academic Year 2024-2025 will cover the period beginning at 10:00 a.m. on Thursday, August 15, 2024, and ending at 12 p.m. on Monday, May 19, 2025. A license for Spring Semester 2025 will cover the period beginning at 10:00 a.m. on Sunday, January 12, 2025 and ending at 12:00 p.m. on Monday, May 19, 2025. Licensee will retain access to Licensee’s assigned space throughout the license period, including all holidays as well as the winter and spring breaks (as applicable depending on the license term). In the event that a Licensee plans to attend summer session or reside on-campus during the summer, Licensee will be required to complete a summer contract.

3(a). Summer 2024 License Term:

Housing for Summer 2024 is available to students who attend summer classes at CSUEB and to existing Licensees from Spring Semester 2024 who wish to remain on campus during the summer. CSUEB students partaking in summer internships may have opportunities to contract during this period.

Occupancy period for continuing Spring Semester 2024 residents: Monday, May 13, 2024 - Friday, August 2, 2024 at 2:00 p.m.

Occupancy period for new residents: Sunday, May 26, 2024 - Friday, August 2, 2024 at 2:00 p.m.

Summer residents transitioning to Fall Semester 2024 must fill out and execute a Summer Addendum* (which will cover the period from August 2 – August 16, 2024). For these Licensees, the occupancy period for Academic Year 2024-2025 will begin on August 15, 2024.

*Additional charges will apply.

3(b). Academic Year Fall 2024 - Spring 2025 License Term:

Occupancy period for Academic Year 2024-2025 residents: August 15, 2024 through May 19, 2025 at 12:00 p.m. Failure of an academic year Licensee to move in by 10:00 p.m. on Thursday, August 24, 2024 constitutes grounds for the University to revoke the License Agreement with charges.

3(c). Spring Semester 2025 License Term:

Occupancy period for Spring Semester 2025 residents: January 12, 2025 through May 19, 2025 at 12:00 p.m. Failure of a spring semester Licensee to move in by 10:00 p.m. Thursday, January 23, 2025 constitutes grounds for the University to revoke the License Agreement with charges.

4. Meal Plans

Meal plans are required for all Licensees living on campus. Refer to the rate sheet for required meal plans based on student classification and/or building type. Dining plans are designed to provide the maximum value to residents; the cost is the same regardless of how frequently you visit. A percentage of absenteeism is used in projecting the meal costs. Weekly swipe plans refresh on Monday mornings. Meal plan swipes expire at the end of each semester. Unused flex dollars roll over from fall to spring semester, but all flex dollars expire on the last day of the contract at the end of spring semester. To-Go Containers are available to all residents at a cash value of \$10 for unreturned Exchange Card upon checking out.. Terms and conditions of meal plans can be found on the website (available here <https://dineoncampus.com/csueb/terms--conditions>).

5. Room Assignments, Room Changes & Consolidation

5(a). The University shall assign Licensee to a specific room and bed space, and Licensee may occupy only that assigned room and bed space during the term of this License.

5(b). Provided Licensee has submitted a timely application, application fee, executed contract, initial payment, and any additional documents required by the established due dates, Licensee will be invited to participate in an online room selection process whereby Licensee may indicate Licensee's preferred building and room assignment. University Housing will make reasonable efforts to accommodate Licensee's room request. Notwithstanding the foregoing, the University does not guarantee specific living units or roommates and reserves the right to assign Licensee to any bed space based on administrative need and availability.

5(c). If Licensee requests a space in a community that is initially full, Licensee will be automatically placed in an alternate location. Licensee will have the option to be waitlisted for Licensee's preferred community. Prior to assignment notification, to the extent space becomes available, individuals on the waitlist will be reassigned. After assignment letters have been sent, a Licensee whose name has been placed on a wait list will be contacted via email before being reassigned to another space.

5(d). *Inability by University Housing to honor assignment preferences will not void or cancel this License Agreement.*

5(e). The University reserves the right to assign new residents to unassigned rooms or bed spaces at any time without prior notice. Accordingly, all unassigned rooms and bed spaces must remain vacant and available for immediate occupancy by new residents. As a courtesy, University Housing will endeavor to notify roommates of an incoming resident; however, in some cases, advanced notice may not be reasonably practicable and will not be required. In the event that an unassigned room or bed space is not readily available for immediate occupancy by a new resident as a result of Licensee's actions, Licensee will be charged liquidated damages in the amount of a

\$100.00 fee per day, plus any additional fees associated with cleaning bed spaces and/or common area spaces.

5(f). University Housing understands that roommate conflicts may develop and/or that residents may wish to move to a different apartment, suite, or room. In order to establish who has checked in, canceled, or delayed their check-in date and to ensure that all residents have moved into their assigned spaces, no room changes will occur during the first week of each semester. Licensees seeking a room change must initiate their request in writing by emailing housing@csueastbay.edu for initial consultation with Residence Life Staff. Licensee will then be required to complete all steps outlined to the Licensee by Residence Life staff which may include, completion of a roommate agreement and participation in a roommate mediation.

Any Licensee who attempts to change rooms or bed space without going through the designated Room Change process will be required to return to Licensee's originally assigned room and bed space, pay a fine of \$100.00 for failing to comply with the Room Change process, and may face disciplinary action. **Refer to the Community Living Guide (available at: <https://www.csueastbay.edu/housing/files/docs/community-guide.pdf>) and Conduct Policies (available at <https://www.csueastbay.edu/housing/files/docs/housing-conduct-policies.pdf>) for further information on Room and Roommate Changes in the Policies, Regulations, and Procedures section.** In the event Licensee is approved for a room change, Licensee must pay a \$50.00 room change administrative fee and associated cleaning cost to reset the room; provided, however, the administrative fee charge may be waived once per academic year if approved during the semester Room Change Process.

5(g). Licensee shall not transfer or 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, sublease, license, or concession agreement entered into without the express written consent of the University shall be void and confer no rights upon any third party.

5(h). University Housing, in partnership with campus Accessibility Services, is committed to meeting the needs of residents who request reasonable accommodation in housing due to a disability impairment. If Licensee would like to be considered for a reasonable accommodation, Licensee should note this request on Licensee's housing application so that an appropriate staff member can review Licensee's request and contact Licensee for additional information and correspondence with Accessibility Services, if needed. **NOTE:** Some University 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. If a Licensee identifies as someone who requires assistance for safe exiting from a residence during an emergency, an appropriate staff member will meet with Licensee on an individual basis. For more information, please contact the University Housing Office at (510) 885-7444.

University Housing strives to create an environment where all licensees are able to succeed and function regardless of accommodations a Licensee may require. To provide a functional environment to all, University Housing reserves the right to administratively reassign a licensee in the event that the licensee is unable/unwilling to abide by accommodations held by other licensees in the unit (IE: nut-free, Service Animal, Emotional Support Animal, fragrance-free, etc.)

5(i). The University reserves the right to consolidate space by reassigning residents to a new room or bed space at the University's sole discretion, including, but not limited to, when: (1) there is 50% or less occupancy in a suite, apartment, or bedroom; (2) considerations of health, student welfare, or safety warrant consolidation; and/or (3) administrative needs are served by consolidating space. Failure by Licensee to comply shall constitute a breach of this License Agreement. **NOTE:** The goal of University Housing is to keep you and your roommate together when consolidating spaces, but that is not always possible. During the semester, most consolidations

will happen during the third week of the fall and spring semesters. To the extent additional consolidations are needed, they will most likely happen during the semester break period or as needed administratively, subject to 24-hour prior notice.

5(j). In the event that a bed space or living unit is destroyed or becomes unavailable as the result of conditions that are not within Licensee's control and not reasonably foreseen at the time this License Agreement is made, and University has no available alternate living unit or bed space, Licensee shall be entitled to a prorated account adjustment of any fees applicable to the period after which Licensee was required to vacate. Such conditions may include, but are not limited, to: health and safety emergencies, damage caused by floods, landslides, fire, earthquake, or other natural disasters; vandalism; civil disorder; compliance with state or federal law; unanticipated interruption of basic services; and/or a drop in the rate of cancellations not reasonably foreseen by the University, if such a drop results from an overbooking of available University Housing facilities. Refunds do not include non-refundable fees assessed to Licensee due to damages or violation of the terms of this License.

6. Cancellation of License Agreement by Licensee

6(a). Cancellation Within 7 Days of Contract Submissions. Licensee may cancel a reservation for a bed space by submitting an online cancellation request through the Housing Portal at least within seven (7) calendar days of the contract submission date for \$0; however, the application fee cannot be refunded. Licensee who cancel after moved-in, be definition of key pick-up is subject to "Cancellation After the Cancellation Deadline" policy 6(c) despite within duration of contract submission.

6(b). Cancellation Before the Cancellation Deadline. Licensee may cancel a reservation for a bed space by submitting an online cancellation request through the Housing Portal by the Cancellation Deadline. In the case of an academic year licensee, the Cancellation Deadline is on or before July 16, 2024. In the case of an incoming spring semester licensee, the Cancellation Deadline is on or before December 13, 2024. A cancellation processing fee of \$100.00 will be charged to the Licensee if cancellation request is submitted prior to the deadline.

6(c). Cancellation After the Cancellation Deadline. If Licensee seeks to cancel a reservation or vacate a bed space after the Cancellation Deadline specified in subsection 6(a) and 6(b) above, Licensee should submit a "Request to Cancel" form on the Housing portal. Licensee must provide thirty (30) days' written notice of Licensee's intention to vacate and a statement of Licensee's reasons therefore. "Request to Cancel" will be reviewed for final decision. The University, using the standards established pursuant to Section 42017 of Title V, may exercise its discretion to grant or deny Licensee's request. Licensee will be responsible for all contracted payments, until a decision has been rendered and the amount will be adjusted accordingly.

6(c)(1). If Request to Cancel is received on or after the Cancellation Deadline, Licensee will be charged a \$250.00 cancellation processing fee in addition to 30 days rent plus all nonrefundable fees described in the Payment Information section of this License agreement.

6(c)(2). If the occupancy period has already begun, Request to Cancel is received on Cancellation Deadline and on, and Licensee's request to vacate is approved, Licensee will be charged a \$250.00 cancellation processing fee, prorated meal plan charge (based on a weekly proration), additional 30 days, prorated rent until the cancellation effective date, plus any charges for damages and cleaning and all nonrefundable fees described in the Payment Information section of this License Agreement. Billing for the meal plan is charged weekly and the calculation is based on the effective date of cancellation.

6(c)(3). If Licensee is an academic year licensee who will no longer be attending the University in the

spring semester and who wishes to cancel this Licensee Agreement, Licensee should submit a “Request to Cancel” form on the Housing Portal by December 13, 2024. All requested reasons, whether deemed as “automatic” or “non-automatic,” require for the Licensee to submit the Request to Cancel form for consideration and final decision. 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. See Appendix B for more details on cancellation details.

6(c)(4). If University Housing denies Licensee’s request to cancel/vacate, Licensee shall owe the full amount due under the entire occupancy period of the License, plus any charges for damages and cleaning, all nonrefundable fees described in the Payment Information section of this License Agreement, and a \$250.00 cancellation processing fee. Charges will be prorated if a replacement acceptable to University Housing is found. All empty spaces within all facilities will be filled before the Licensee's license can be replaced.

6(c). Failure to receive an assignment electronically or by mail does not constitute grounds for Licensee to cancel the License Agreement. Similarly, roommate/community-related issues do not constitute grounds for Licensee to cancel this License Agreement. Such issues will be referred to University Housing staff for follow-up and appropriate response, as warranted.

6(d). Any Licensee who has petitioned to cancel or vacate and has forged or knowingly provided false information or documentation to the University will be referred to the Office of Student Conduct, Rights, and Responsibilities for disciplinary action pursuant to section 41301 of Title V and the California Administrative Code.

6(e). Licensee is solely responsible for following all of the appropriate cancellation procedures. “Request to Cancel” form is available on the Housing Portal and guidelines are available in the University Housing Office. ***Notwithstanding any other provision herein, unless cancellation or termination is officially approved and appropriate check-out procedures followed, Licensee is required to pay for the entire License period.*** Account adjustments take at least 4-6 weeks from the official date of check-out.

7. Revocation of License Agreement by University

7(a). The University may revoke this License Agreement and initiate removal of a Licensee for any of the following reasons:

1. Disciplinary action against Licensee pursuant to sections 41301-41304 of Article 2 of Subchapter 4 of Title V of the California Code of Regulations.
2. 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.
3. Licensee’s breach of any term or condition of this License Agreement or of any addendum hereto, specifically including, but not limited to, Licensee’s failure to abide by University Housing Policies and Regulations and/or On-Campus Housing Resident Responsibilities.
4. Nonpayment of License Fees.
5. Breach of any of the provisions of Sections 42000, *et seq.* of Title V, California Code of Regulations.
6. Licensee’s failure to maintain status as a student at the University through academic dismissal or all other withdrawals. Students must be matriculated and/or enrolled in a regular academic program at California State University East Bay.
7. 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 University Housing facility available to the Licensee. Such conditions shall include, but are not limited to, damage caused by floods,

slides, fire, earthquake, other natural disasters, acts of God, communicable disease outbreak, epidemic, pandemic, vandalism, civil disorder; compliance with state or federal laws or orders, interruption of basic services because of labor strife, or any other cause beyond the reasonable control of the University. Such conditions shall also include a drop in the rate of cancellation not reasonably foreseen by the University where such drop in cancellation results in an overbooking of available University Housing facilities.

8. If the continued presence of the Licensee poses a danger to themselves or others, including, but not limited, other residents, staff, faculty, or other members of the University community.

7(b). University shall provide Licensee no less than three (3) days written notice in the event that the University becomes aware of an occurrence described in section 7(a) above, except in cases of emergency.

7(c). In the event the University revokes this License Agreement, Licensee will be assessed charges as specified in section 12 herein.

7(d). Eviction/Suspension Payment. As per section 12, if a Licensee is evicted or suspended, 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 section of this License Agreement.

7(e). Trespass. Residents who have been evicted are considered banned and no longer permitted to be a Licensee or visitor to any University Housing facilities or grounds per California Penal Code section 602(m). Should an evicted person return to the University Housing community, that individual is subject to immediate arrest for trespassing pursuant to California Penal Code section 602(m).

7(f). Abandonment or Termination by Licensee. **Except to the extent expressly permitted in this License Agreement, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due to University Housing.**

7(g). Disposition of Property. Any property of Licensee remaining in any University Housing facility after abandonment, termination, eviction, or revocation of this License may be removed and stored by the University at the expense and risk of Licensee or 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 and all liability for any damages or loss to property disposed of in the manner described above. Property that has been stored may be claimed by Licensee or authorized agent upon full payment of storage charge.

8. Payment of Fees

Licensee is advised to carefully read the Payment Information section of this License Agreement and submit the required initial housing payment along with the required online application and \$40 non-refundable application fee. If Licensee is assigned to a housing space after the academic year begins, Licensee shall be charged a prorated fee for the balance of the academic year. Residents will be billed each semester. It is the responsibility of the Licensee to adhere to payment due dates. If Licensee's account becomes delinquent, Licensee will be charged a \$75.00 late fee for every month the account is delinquent and a hold will be placed on the Housing account until payment is made on the account. See additional information in the Payment Information section at the end of this License Agreement.

9. Treatment of Indebtedness

Failure to pay University Housing fees or paying fees with a dishonored check that has not been redeemed by the University will result in the University taking one or more of the actions identified in section 10 ("Nonpayment of License Fees."). Such circumstances may 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.

10. Nonpayment of License Fees

10(a). Nonpayment of License Fees may, at the discretion of the University, result in:

1. 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.
2. Revocation of the License Agreement with financial penalties, as noted in Section 7.
3. Withholding of University services pursuant to Section 42380, ET. Seq., Title V, California Code of Regulations.
4. Offset of paychecks, loans, grants, or scholarships payable through the University, or tax refunds through the Franchise Tax Board.
5. Notification of default to credit bureau organizations.
6. 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.
7. Legal action to collect unpaid obligations.

10(b). By signing this 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.

10(c). By signing to the terms of the License Agreement, Licensee agrees that University Housing fees are an extension of credit for living expenses and are considered an educational debt.

10(d). 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).

10(e). Dishonored Payment. 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 University Housing License revoked for non-payment of a dishonored check debt.

11. Student Conduct Policies/Regulations

11(a). Licensee agrees to comply with the Student Code of Conduct (available at <https://www.csueastbay.edu/studentconduct/student-conduct.html>), the University Housing & Residence Life Conduct Policies (available at <https://www.csueastbay.edu/housing/files/docs/housing-conduct-policies.pdf>), and the terms and conditions of this License Agreement. In accordance with the Student Code of Conduct and the housing policies and regulations contained in the University Housing & Residence Life Conduct Policies guide, misconduct or failure to adhere to applicable policies and standards of conduct may result in removal of a

Licensee from on-campus Housing facilities and the Dining Commons and in other sanctions as deemed appropriate.

11(b). Violations of the Student Code of Conduct are subject to discipline by the University. University Housing & Residence Life coordinates with the Office of Student Conduct, Rights, & Responsibilities, the University Police Department, and other University offices as appropriate.

11(c). If Licensee is believed to have violated a University policy or condition of this License Agreement that also constitutes a violation of the Student Code of Conduct, the matter will be addressed or adjudicated by University Housing & Residence Life, the Office of Student Conduct, Rights, & Responsibilities, University Police Department, or any combination of the foregoing, as appropriate and as determined by the University.

11(d). During the course of a conduct/administrative and/or police investigation alleging sexual misconduct, stalking threats, or violence, University Housing & Residence Life retains the right to, either temporarily or permanently, reassign the Licensee to a different housing assignment. This provision shall not limit any other right or recourse the University may have to address the needs of students, faculty, and/or staff.

11(e). Licensee will act in a manner that is conducive for fellow residents to study, live, and sleep. Licensee agrees to not disturb this environment, and also agrees to demonstrate reasonable efforts to resolve roommate and/or residence hall conflicts. Failure to demonstrate reasonable effort (e.g. complete roommate agreement/mediation, communicate concerns with licensees involved, etc.), may result in administrative reassignment and further review for misconduct for any Licensee failing to make reasonable effort to address concerns. Licensee is expected to report uncivil treatment of others, vandalism, and other violations of the License Agreement to University Housing staff.

11(f). Licensee will be held accountable for Licensee's actions and the actions of Licensee's guests. In the event Licensee is alleged to have engaged in misconduct, Licensee will receive due process in accordance with University policy as well as federal, state, and local law.

12. General Policies and other Miscellaneous Terms

12(a). Personal Property

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

12(b). Communication

All Licensees are automatically enrolled in an email communication list by University Housing & Residence Life. Email is one of the main tools that University 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 University Housing & Residence Life and may not opt out of such email communication list.

12(c). No Oral Agreements or Modifications

Licensee is advised that University Housing & Residence Life does not enter into oral agreements or make oral representations concerning any of the matters addressed in this License Agreement. The entire License Agreement is expressed in writing. The License Agreement supersedes any understanding that may have been

communicated verbally, and neither Licensee nor University Housing is relying on any oral agreement or representation or any understanding of fact or law that is not expressed in writing. In addition, this License Agreement cannot be amended or altered in any manner without the express written authorization of the University.

12(d). Emergency Contact Information

Licensee agrees to provide requested emergency contact information prior to move-in date. University officials will use the emergency contact information if there are concerns regarding the safety or wellbeing of the Licensee. Should an emergency contact change during the License term, Licensee shall notify University Housing & Residence Life and update MyCSUEB immediately. Notwithstanding the foregoing, nothing herein shall preclude or impede Licensee from accessing transcripts.

12(e). 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 University 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.

12(f). Emergency Notification Software

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

12(g). 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>

12(h). Photography

Licensee grants permission to California State University, its employees and agents, to take and use visual/audio images. Visual/audio images are any type of recording, including but not limited to photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. CSU will not materially alter the original images. Licensee agrees that CSU owns the images and all rights related to them. The images may be used in any manner or media without notifying Licensee, such as university-sponsored websites, publications, promotions, broadcasts, advertisements, posters and theater slides, as well as for non-university uses. Licensee waives any right to inspect or approve the finished images or any printed or electronic matter that may be used with them, or to be compensated for them.

Licensee releases CSU and its employees and agents, including any firm authorized to publish, broadcast and/or distribute a finished product containing the images, from any claims, damages or liability which Licensee may ever have in connection with the taking or use of the images or printed material used with the images.

12(i). Commercial Solicitations

Commercial solicitations, sales, and advertising, either verbal, printed, and/or online are not permitted in University Housing & Residence Life facilities, except by authorized vendors and Housing staff, and as permitted

by the posting policy. This includes, but is not limited to: the residential areas, the courtyards, Dining Commons, and on-campus housing grounds, and surrounding parking areas and sidewalks.

12(j). Refunds

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

12(k). 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, occupancy management, 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.

12(l). 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. For the avoidance of doubt, the subsequent acceptance of rent hereunder by University shall not be deemed to be 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.

12(m). Hold Harmless

Licensee agrees to indemnify and hold the University, the Trustees, the State of California, and their employees and agents 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 of any applicable state or federal laws.

12(n). 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.

12(o). Civil/Criminal Law

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

12(p). Megan's Law

Pursuant to Section 290.46 of the California 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. 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 offender resides. For more information on Megan's law, please contact the University Police Department.

12(q). Emergency Preparedness

Licensee is advised to have an emergency plan and follow the University Housing Emergency Preparedness guidelines (available at: <https://www.csueastbay.edu/housing/current-residents/emergency-preparedness.html>) . It is recommended that Licensee 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. Licensee is responsible for understanding the evacuation instructions located in the University

Housing facilities. Licensee is also responsible for participating in regularly scheduled emergency preparedness activities. View the link to access University and Housing emergency preparedness plans:
<https://www.csueastbay.edu/housing/current-residents/emergency-preparedness.html>.

12(r). Additional Conditions

This License Agreement is subject to the regulations contained in Title 5 of the California Code of Regulations, Sections 42000-42103, as amended from time to time. A copy of these regulations is available through the University Housing office during normal business hours, at local libraries, or online at <http://www.cde.ca.gov/lr/fa/sf/title5regs.asp>. The University reserves the right to use California Code of Regulation section 41301, or other applicable administrative or legal remedy, to address violations of the terms and conditions contained in this License.

1. Licensee agrees to comply with the Student Code of Conduct, the Housing Policies and Regulations within this License, and the CSUEB University Housing Community Living Guide and any subsequent amendments.
2. It is understood and agreed by Licensee and University that no lease or any other interest in real property is created by this Agreement.
3. The 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.
4. Repair and/or construction projects may be necessary. Scheduled projects requiring entry into Licensee's room will result in the University notifying Licensee. Emergency repair will not require notification. Licensee will be responsible for safeguarding Licensee's belongings.
5. All Licensees will be provided information about meningococcal disease and the availability of a vaccine. Licensee will be required to receive the meningococcal vaccine and provide the vaccination record to the university prior to residing on campus.
6. University Housing facilities are multiple occupancy facilities with shared spaces and bedrooms. Your suite or bedroom mate may have different views and habits that are common when you live with another person. Persons with pre-existing conditions such as, but not limited to, environmental allergies or asthma may find such conditions exacerbated. Licensee is advised to consult with his or her physician **before** signing the terms of the License Agreement to determine if group living is an appropriate environment for you. Licensee will disclose to the University if Licensee has a health condition that poses a risk to Licensee or others in a group living setting.
7. If there is reason to believe Licensee may have a communicable disease, Licensee agrees to self-isolate in Licensee's room and/or to be assigned to another room and bed space while waiting for a diagnosis. If Licensee is exposed to a communicable disease, Licensee agrees to notify Student Health Services to discuss the possible exposure, symptoms, and treatment (if treatment is available) and to reasonably cooperate with the University to minimize the risk of exposure to others. Examples of communicable and infectious diseases include, but are not limited to: chicken pox, hepatitis, measles, meningitis, COVID-19 and tuberculosis. University Housing & Residence Life will follow all applicable University and local emergency protocols as well as all applicable federal, state, and local health orders.
8. 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 semesters, the Licensee may not occupy a bed space within the Housing facilities unless an appeal by the University Housing Director/designee has been granted to make an exception. If the Licensee is no longer enrolled and requests to cancel the License Agreement, the Licensee must submit a Cancellation Request Form. Approval decision is required. (See Section 2 - Eligibility)
9. University Housing & Residence Life 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, as permitted

by applicable federal and state law.

10. University Housing strives to create communities that promote the health and welfare of all members. Licensees found to be participating in behaviors that jeopardize the health and welfare of the community or its members, as defined by University Housing Conduct Policies will be subject to judicial review/referral. It is understood that Health & Safety checks and holiday break checks are conducted routinely each semester to ensure that the health and welfare of the community is maintained.

13. Maintenance of Premises

13(a). University shall provide Licensee with furnishings that may differ based on specific type of accommodations. University Housing & Residence Life will note pre-existing conditions on an online inventory management system, and Licensee will have an opportunity to verify that the inventory record of the unit and its contents is accurate upon move-in.

13(b). Licensee agrees to give reasonable care to the living environment (including but not limited to any room, suite, apartment, and/or common areas) and the furnishings contained therein and to make payment for any damage or loss caused by Licensee promptly upon demand by the University. 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 will maintain sanitary conditions at all times.

13(c). Licensee shall make no alteration to the on-campus Housing facility without the permission of the University. Alterations include, but are not limited to: painting, wallpaper, anchoring or installing bookshelves, 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.

13(d). Licensee will be responsible to pay for any damages to University Housing & Residence Life facilities (including damaged, disassembled, or missing furniture and appliances) caused by the willful or negligent conduct of Licensee or of Licensee's guest(s).

13(e). 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.

13(e)(1). Storage: Storage of any materials on window ledges or balconies is not permitted. Balconies must be kept clear of trash and recyclables. Bikes are allowed to be stored on the balcony with permission from roommates.

13(e)(2). Alteration/Decorations: Licensee 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. University Furniture is not permitted on patios/balconies.

13(e)(3). Window 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.

14. Appliances

14(a). Electrical Limits: University 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. Air fryers are permitted but must not overload the system.
2. Mini refrigerators are permitted, but must not exceed the size of 3.2 cubic feet. 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.
8. 3D Printers are prohibited

14(b). 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. Any damage caused by University owned refrigerators that results in loss of perishable food is reimbursable at the University's expense.

15. Mildew & Mold

15(a). 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 University Housing facilities, keep all the areas moisture-free. Licensee shall 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.

15(b). 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 University 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.

University Housing has no expertise in identifying or remediating mold or any other biological pollutant, nor has University 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, University 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 University Housing facilities at the start of the License Agreement or may later develop within the University Housing facilities. Proper maintenance and repair may reduce the presence of mold and other biological pollutants in the University Housing facilities.

15(c). 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 University Housing facilities, including following the recommendations contained in the publications referred to above. The Licensee also agrees promptly to report to University Housing any evidence of mildew or mold in any portion of the University Housing facilities.

15(d). Mildew & Mold Disclosure: 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.

16. Security

16(a). Residence Hall Security: For personal safety, Licensees should keep windows and doors locked 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.

16(b). Security Cameras: Unmonitored cameras are placed throughout the residential community. Additionally, the access system records each card access attempt which is stored in the online system. These records may be referenced by university officials for conduct or safety/security reasons.

16(c). 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 University 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.

16(d). 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.

17. Utilities

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

17(b). 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 the 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.

18. Pests

University Housing has no knowledge of any pests in rooms or apartments based on annual inspections and treatment. A proof of treatments or inspections is available upon request in the University Housing Office. Accordingly, if a room or apartment or any portion therein is infested with pests during the term of this License and any extension thereof, said pest infestation will be presumed to be the fault of the Licensee or the guests of the Licensee. Should pests prove to exist in any facility, it is the responsibility of the Licensee to notify University Housing staff. University 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 University Housing and Residence Life. At no time should the Licensee seek a third party for pest eradication. In the event of any pest infestation, the Licensee shall be responsible for all 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 pest eradication, the Licensee will be responsible for the full cost of any pest eradication to related infested common areas or related infestations of other apartments, suites, or rooms.

19. Payment Information

Abandonment

Abandonment does not yield in the automatic cancellation approval or warrant refunds. Except to the extent expressly permitted in this License Agreement, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due to University Housing. Licensees who have extenuating circumstances may consider completion of the Cancellation Request Form for consideration. Licensees who checked in, but failed to stay in the space, may be deemed as an abandonment. Licensees who abandoned are liable for a \$250 Cancellation Processing Fee plus prorated rent, meal plan fees, 30 day rent, and all nonrefundable fees as described in this appendix.

Activity Fee

Housing rent includes a \$22.50 per semester 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.

Health & Safety

Routine Health & Safety checks will occur throughout the term of this agreement. Licensees who have failed a Health & Safety check may be charged additional fees at check out should the reason for failure have caused permanent or semi-permanent damage to the unit. (See Appendix A for Damage and Repair costs.)

Installment Fee

The \$15.00 installment fee is waived for Licensees requesting the Annual Payment Plan. The installment fee is charged to each semester 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 \$250 Cancellation Processing Fee plus prorated rent, meal plan fees, and all nonrefundable fees as described in this appendix. If canceled Licensee is still attending CSUEB, Licensee will be charged for the entire license period.

Payment Schedules

Licensees will be billed by the semester 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.
- Online using a credit card or electronic check at <http://my.csueastbay.edu>. There is a 2.75% non-refundable service charge for credit card payments.

Prorated Fees

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

Lock out fees: The following lock out charges apply for the 2024-2025 Academic Year.

- The first lockout is complimentary.
- The second is complimentary.
- The third lockout-Licensee will be required to complete a reflection exercise.
- The fourth lockout - Licensee will be referred through the conduct process for judicial action.
- The fifth and subsequent lockouts will cost \$25.00 and will also be referred to the conduct process.

Key/Bay Card replacement: The lost Bay Card will be deactivated. Lost keys and baycard can usually be replaced within two business days. An email for pick up will be sent upon completion of the lost key or Bay card. Replacement costs are as follows.

Item	First Replacement	Second Replacement	Third Replacement*	Fourth Replacement*
Bay Card	\$25.00	\$25.00	\$25.00	\$25.00
Pioneer Heights Gate Key	\$25.00	\$25.00	\$25.00	\$25.00
Bedroom Key	\$25.00	\$25.00	\$25.00	\$25.00

* The third and subsequent replacements will result in a conduct meeting in addition to the replacement fee.

Appendix A

Damage and Repair Sheet – Pioneer Heights 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: Up to \$100 per service/per area.

Carpet Cleaning: Living Room \$100, Hallway \$75, Bedroom \$50

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 estimated replacement cost, per item.

There may be an additional cost incurred for installation and placement of item(s). This charge is estimated 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
Light Switch	\$15

Repairs (per Section)

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

Locks/Doors

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

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 (Per Room)

Bedroom \$20

Carpet Cleaning: Living Room \$100, Hallway \$75, Bedroom \$50

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 estimated replacement cost, per item.

There may be an additional cost incurred for installation and placement of item(s). This charge is estimated 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)	\$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
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	\$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

Appendix B

Cancellation Process

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 University Housing and Residence Life 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. Incomplete supplemental documentations provided will yield an automatic cancellation upon receipt of the submission. One-time appeal will be granted for reconsideration based on new documentation provided. 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.

Completion of Student Status

If you are graduating and/or completing an international study program/term, you may automatically cancel at the CSUEB Housing Office by providing the required documentation listed below. For cancellations between fall and spring semester, the CSUEB Housing Office will verify your student status to determine if you are enrolled for 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.
- Completion of International Study Program/Term - a program completion confirmation
- 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 University 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 completion 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, personal hardship, or academic term withdrawal. Please read the information below to best prepare your request and the required documentation. Requests will be evaluated on the documentation provided. Insufficient information will result in a denied request to cancel. Approval is not guaranteed. Licensee will be held to the License Agreement for the duration of the signed contract. If University Housing denies Licensee's request to cancel/vacate, Licensee shall owe the full amount due under the entire occupancy period of the License, plus any charges for damages and cleaning, all nonrefundable fees described

in the Payment Information section of this License Agreement, and a \$250.00 cancellation processing fee.

Medical

Your medical condition must have significantly changed since you signed your License Agreement and prohibits you from living in on-campus housing.

University Housing facilities are multiple occupancy facilities with shared spaces. Persons with pre-existing conditions may find their conditions exacerbated. Licensee is advised to consult with his or her physician **before** signing the terms of the License Agreement to determine if group living is an appropriate environment for you. Medical conditions that have exacerbated, but do not prohibit you from living on-campus may not meet the threshold for cancellation. Consultations for alternative room options and accommodations may be offered.

You must write a letter explaining your situation and also provide documentation that verifies the medical necessity that prohibits you from living in any of the on-campus housing accommodation styles.

Required Documentation:

- Letter from medical providers that states that on-campus housing is unable to support your medical needs.
Examples of medical provider:
 - Physician
 - Counselor/psychologist
 - Psychiatrist
 - Accessibility Services Staff member
- 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 University Housing Office does not cancel a license based on a student's realization that he/she is having difficulty meeting the financial demands of living independently and paying for college. The CSUEB University Housing Office also does not cancel a license because a parent has decided to discontinue support of his/her student's expenses.

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

- Develop a payment plan
- Obtain employment
- Increase work hours
- Apply for Financial Aid/Loan/Scholarships
- Apply for emergency funds, i.e. through HOPE
- 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 and effort to remedy the financial situation. Although the CSUEB University 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

- Evidence of change in income (i.e. company initiated employment termination, loss of scholarship, loss of government subsidy)
- Evidence of change in expenses (i.e. medical or legal expenses, increase number of dependent or new child alimony)

Examples of Cancellation Denial on Financial Hardship:

- Student's realization that he/she is having difficulty meeting the financial demands of living independently and paying for college, including but not limited to:
 - Changes to financially independent status without additional financial support
 - Unwillingness to take-on additional financial options (i.e. financial aid options, emergency funds, family assistance)
 - Lack of awareness of standard of living costs
- Commute schedule based on off-campus obligations
- Parent/Guardian has decided to discontinue support of student's expenses.
- Entry into a new or additional off-campus rental contract or available family residence
- Change in class schedule or modality (i.e. decrease in class load or shift to hybrid or online classes)

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 University Housing Office understands this feeling of incompatibility, it is *not* a reason that can be accepted for canceling a License Agreement. 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 staff member
- Discuss with your Residence Life staff member about options of a room/apartment change
- Meet with one of the counselors at Counseling Services

Required Documentation:

If a student pursues personal hardship as his/her reason for cancellation, he/she must submit the following:

- A letter describing the hardship in detail and specific steps taken to resolve the matter
- Supporting documentation from your Residence Life staff member to demonstrate resolution attempts
- Supporting documentation from a counselor and/or medical doctor.

Examples of Cancellation Denial on Personal Hardship:

- Preference to live with others off-campus
- Preference to available food options with residential dining meal plan
- Unsatisfactory residential experience
- Limited use of residential facilities

Academic Term Withdrawal

Likewise, some students may find adjusting to academic courses challenging, and may want to consider withdrawing from course(s), term, and/or the university. This is outside the scope of automatic cancellation for students who have declared graduation or have ended an international program with the campus.

Depending on the circumstances, CSUEB University Housing may identify certain circumstances that impact ability for canceling a License Agreement, including ability to meet campus policies around add/drop deadlines, cancellation deadlines, enrollment periods, and engagement with academic support. The CSUEB University Housing Office does not cancel a license based on dropping of partial classes and/or mid semester withdrawal. Some of the approaches that you will be asked to pursue are:

- Speak with an academic advisor to guide you through academic adjustments and options.
- Met cancellation deadlines as set by Housing
- Speak with financial aid advisor to guide through impacts of financial aid and academics

Required Documentation:

If a student pursues Withdrawal as his/her reason for cancellation, he/she must submit the following items as applicable:

- Withdrawal – a completed withdrawal form from the Office of the Registrar, if available.
- Documentation to note academic disqualification, suspension, etc.
- A letter describing the academic challenges in detail and specific steps taken to resolve the matter
- Supporting documentation from academic advisor and/or faculty chair

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 petition to cancel is approved, you will be billed through the date you officially check out and charged a 30-day penalty and the CSUEB cancellation processing 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 6.2, Cancellation After Occupancy.

Cancellation and/or Charge Appeal

If the Licensee is not in agreement with the decision made by the Assignments Coordinator, 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 Director of Housing (or his/her 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 their own appeals. 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.

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