

License Agreement

I. AGREEMENT AND FEES

This License Agreement is entered into between the Trustees of the California State University by Cal Poly Humboldt University, hereinafter called "University," and the person completing the Housing Application, hereinafter called "Licensee."

The fee period for the 2023 - 2024 Academic Year is August 14, 2023 – May 11, 2024.

If Licensee enters only for the Spring 2024 Semester, the fee period is January 8, 2024 – May 11, 2024.

In consideration for the right to occupy and be assigned a space within the housing facility at University, Licensee hereby is obligated to pay fees that range from \$5,184 - \$9,120 depending on type of living unit assigned, plus a meal plan fee that will range from \$2,208 - \$5,880.

Spring 2024 fees range from \$2,592 - \$4,560 depending on type of living unit assigned, plus a meal plan fee that will range from \$1,104 - \$2,940.

II. OCCUPANCY

A. University hereby grants to Licensee permission to occupy a space within the housing facility as a Licensee for the term 2023 - 2024 Academic Year beginning 8am on Monday, August 14, 2023 and ending 10am Saturday, May 11, 2024, unless sooner terminated under the provisions of this License Agreement. Spring 2024 occupancy begins at 9am on Monday, January 8, 2024, and ending 10am Saturday, May 11, 2024, unless sooner terminated under the provisions of this License Agreement. Specific assignment of a space shall be made by University and may be changed by University from time to time.

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

III. ENHANCEMENT OF EDUCATIONAL EXPERIENCE

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

B. Licensee agrees to comply with regulations outlined in the ResLife & You Handbook, available online at <https://housing.humboldt.edu/sites/default/files/handbook.pdf>

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

IV. TERMS AND CONDITIONS

A. This License Agreement is subject to the regulations contained in Title 5 of the California Code of Regulations, Sections 42000-42103. A copy of those regulations is available at the offices of Housing & Residence Life, the University Library, and the Vice President for Student Affairs, and is available online [here](#) (Subchapter 5. Administration, Article 5 - Housing).

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

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

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

E. Licensee must be enrolled (minimum 1 unit) at University to be eligible for occupancy.

V. MAINTENANCE OF PREMISES

A. University shall provide Licensee with furnishings. At check-in the Licensee shall be responsible for noting condition of assigned bed space and furnishings in the 'Room Condition' section in their myHousing portal. Licensee agrees to give reasonable care to her/his living unit and its furnishings and to make payment for any damage or loss promptly upon demand by University. Licensee shall vacate the living unit in good order and repair, normal and reasonable wear and tear expected. In the event Licensee fails to maintain the living unit in good order and repair, Licensee shall pay University the reasonable costs incurred in returning the living unit to a condition of good order and repair.

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

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

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

VI. CANCELLATION OF RESERVATION BY LICENSEE PRIOR TO FEE PERIOD

A. Licensee may cancel a reservation for a housing facility by giving written notice to Housing at least 30 days prior to the beginning of the fee period on August 14, 2023.

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

C. Cancellation Policy:

2023 - 2024 Academic Year

Cancel by July 14, 2023:

Please carefully review the cancellation information in the application for 2023 - 2024 Academic Year. Students who wish to cancel their request to live on-campus for 2023 - 2024 must notify the Housing Office by canceling through their myHousing portal or by email of this decision by July 14, 2023. Notifying any other university office does not satisfy your obligation to notify Housing & Residence Life. Such requests that are received by July 14 will be honored, and will not be charged penalties.

Cancel between July 15 - August 13, 2023:

Requests received from July 15 - August 13, 2023, will be honored; however, these requests will be charged a prorated daily penalty fee for each day of notice that is less than the required 30 days.

If University is able to find a suitable replacement for Licensee so that overall occupancy of the facilities is not impacted, the Licensee will receive a full refund of all fees paid in advance. The 30 day period will be calculated by counting the day on which the written request to cancel the agreement is received by Housing & Residence Life and Dining Services. Any outstanding amount owed to the university will be paid and the Licensee will then be entitled to a refund of the balance of fees paid in advance. If there is a balance due, the Licensee will receive an invoice from the university.

Cancel on or after August 14, 2023:

Beginning August 14, 2023, cancellations are no longer valid and students will be held financially responsible for their academic year housing contract. The only time the fees are waived is if we are unable to offer or guarantee you a space by August 14, 2023 and you then cancel your request to live on-campus. If you remain on the wait list after August 14 and we offer or guarantee you a room and you decline it, you will be held financially responsible for the entire Academic Year room and meal plan fees, as per the license agreement.

Spring 2024 (Only for New Spring 2024 residents)

Cancel by January 2, 2024:

Please carefully review the cancellation information in the application for Spring 2024. Students who wish to cancel their request to live on campus for Spring 2024 must notify Housing & Residence Life by canceling through their myHousing portal or by email of this decision by January 2, 2024. Notifying any other university office does not satisfy your obligation to notify Housing & Residence Life in writing. Such requests that are received by January 2, 2024 will be honored, and will not be charged penalties.

Cancel between January 3 - January 7, 2024:

Requests received from January 3 - January 7, 2024, will be honored; however, these requests will be charged a prorated daily penalty fee for each day of notice that is less than the required 30 days. The 30 day period will be calculated by counting the day on which the request to cancel the reservation is received by Housing & Residence Life and Dining Services.

Cancel on or after January 8, 2024:

Beginning January 8, 2024, cancellations are no longer valid and students will be held financially responsible for their Spring Term housing agreement. The only time the fees are waived is if we are unable to offer or guarantee you a space by January 8, 2024 and you then cancel your request to live on-campus. If you remain on the wait list after January 8, 2024 and we offer or guarantee you a room and you decline it, you will be held financially responsible for the entire Spring Term room and meal plan fees, as per the license agreement.

VII. CANCELLATION AFTER THE BEGINNING OF THE FEE PERIOD

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

B. A Vacate Form will be considered pursuant to subsection A above. The determination will be based on the standards contained in the ResLife & You Handbook and Sections 42000-42103, Title 5, California Code of Regulations.

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

- Licensee is a member of the International Program on a one-semester only exchange.
- Licensee graduates from University.
- Licensee withdraws or takes educational leave from University and does not re-enroll at University during the fee period.
- Licensee is academically disqualified from the University.
- Licensee is denied admission from the University.
- Licensee transfers to another school and provides documentation that he/she will no longer be enrolled at University.
- University can find a suitable replacement for the Licensee.
- The Licensee demonstrates through written appeal and supporting documentation that the vacate is due to extraordinary causes or a serious, compelling and unforeseen medical or financial circumstance that the Licensee encountered since the Housing License was signed and clearly beyond the control of Licensee. The Licensee must submit supporting documentation. The President or his/her designee will determine if such cause exists, and his/her determination will be final.

A Vacate Form that has been submitted during the fee period, and is submitted less than thirty (30) days prior to the date the Licensee intends to vacate the facilities will be charged a penalty equivalent to 30 days times the daily room and meal plan rate for the living unit. The 30 day period will be calculated by counting the day on which the Vacate Form is received by Housing & Residence Life and Dining Services. Additionally, in the event that the reason for Vacate Form is not one of the above reasons, the Licensee will be charged for room and meal plan fees through the end of the academic year fee period.

VIII. REVOCATION OF LICENSE AGREEMENT

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

1. In the event of misconduct listed in Section 41301, Title 5, California Code of Regulations.

2. Administrative necessity of University; this includes University receiving notice of Admissions Denial or Withdrawal of Licensee.
3. Failure of Licensee to maintain status as a student at University.
4. Licensee's breach of any term or condition of this License Agreement or regulations outlined in the ResLife & You Handbook, including failure to pay required fees.

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

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

IX. ABANDONMENT OR TERMINATION BY LICENSEE

Except as permitted in Section VI or VII, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due the University for so long as University does not terminate Licensee's right to an assigned bed space. In the event of termination or abandonment, Licensee shall have the right to be released from this agreement if a suitable replacement is found, pursuant to campus regulations and with consent of University, which consent shall not unreasonably be withheld.

X. DESTRUCTION OR UNAVAILABILITY

Neither Licensee nor University shall be liable for any delay or failure to perform its obligations hereunder if such delay or failure to perform is caused by circumstances beyond the party's reasonable control, including, but not limited to, acts of God, government restrictions or orders, wars, riots, insurrections, disaster, acts of terrorism, communicable disease outbreak, epidemic, pandemic, or any other comparable event or cause beyond the reasonable control of the party whose performance is affected. Licensee and University acknowledge that the full impact of COVID-19 is not currently known or reasonably foreseeable. In the event that circumstances related to COVID-19 or to any reoccurrence of the COVID-19 virus reasonably prevent or hinder a party's performance hereunder, the party whose performance is affected may invoke the immediately preceding Force Majeure clause of this Agreement and be excused from liability for its failure or delay in performing its obligations hereunder, even if the circumstances related to COVID-19 were foreseeable at the time of the parties' execution of the Agreement or this Amendment. Notwithstanding the foregoing, in no event shall Licensee be excused from paying any fees or amounts owed for the period of time during which Licensee occupied a space within the housing facility as a Licensee.

In the event that Licensee is unable to occupy a space within the housing facility as a Licensee due to circumstances related to COVID-19, the University will provide Licensee with prorated refunds for any license fee amounts representing the time period during which Licensee was unable to occupy a space within the housing facility as a Licensee due to circumstances related to COVID-19.

XI. REFUNDS

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

XII. VACATING THE HOUSING FACILITY

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

XIII. TREATMENT OF INDEBTEDNESS

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

- Revocation of the License Agreement.
- Eviction.
- Withholding of University services pursuant to Section 42380, et. seq., Title 5, California Code of Regulations. Which can include denial of registration.
- Offset of paychecks, loans, grants or scholarships payable through the University, and/or income tax refunds or rebates.
- Payment of any attorney fees, court costs and any other collection costs that may occur.

XIV. RIGHT OF ENTRY

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

XV. INSURANCE

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

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

XVI. VISITORS AND GUESTS

Licensee shall permit no visitors or guests to enter the Housing Facility except as outlined in the ResLife & You Handbook.

XVII. NON WAIVER

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

XVIII. TAXABLE POSSESSORY INTEREST

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

XIX. STUDENT HOUSING IN STATE OWNED OR OPERATED BUILDINGS

Licensees residing in housing located on the premises of University may, from time to time, experience ambient noise, inconvenience, and/or impeded access to or use of ancillary facilities caused by facility maintenance and/or

construction projects and/or athletic events near the housing buildings, which may negatively impact Licensee's living environment.

XX. MEGAN'S LAW

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offenders criminal history, this information will include the address at which the offender resides or the community of residence and Zip Code in which he or she resides.

Dining License Agreement

TERMS AND CONDITIONS OF USAGE - The use of Dining Service Facilities is subject to Article 5 and 6 of Chapter 1 of part 5 (sections 42000-42103) of Title 5 of the California Code of Regulations. The use of all Dining Facilities is subject to all provisions for this license, a copy of which shall be retained by the student, and all policies and procedures stated in the ResLife & You Handbook available online at <https://housing.humboldt.edu/sites/default/files/handbook.pdf>

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

TERMINATION OF THE RESIDENCE HALL DINING PLAN - Failure to pay all fees in advance may result in the revocation of this license agreement as of the last day covered by prior fee payment. The University may revoke this license for any reason by giving not less than 72 hours written notice to the student. Termination of this license agreement or the student's abandonment of the premises shall not release the student from paying any obligation due the University.

Cancellation of the meal plan license, in conjunction with the cancellation of the student housing license, will return to the student all unused prepaid costs and meals or declining balance dollars prior to the fee period. Failure to give 30 days' notice of intent to cancel the dining plan license will result in a prorated charge for each day less than 30 days' notice. Such notice shall be given by submitting a vacate form. This license may be cancelled with 30 days' notice if the student is withdrawing, transferring, moving to a residence hall that does not require a meal plan, or graduating and not continuing with a Housing License Agreement.

MEAL CARD – The Cal Poly Humboldt Student ID card (called the Humboldt ID) is used as the student's meal card. This card must be presented to the cashier when purchasing dining items. Meals are electronically deducted from the student's account as items are purchased. If a student's Humboldt ID is lost or stolen, it must be reported immediately to the J Manager or the Housing Cashier. A temporary meal card can be issued by the J Manager or Housing Cashier and is valid for three days and only good at The J. A replacement ID may be purchased at the Housing Cashier for \$5.

PAYMENTS & FEES - The cost of the dining plan is included in the payment schedule available from the Department of Housing & Residence Life and Dining Services. Students who are assigned to the residence halls after the semester begins will be charged a prorated fee for the balance of the semester. Students who are late in payment of any fees will be assessed a late fee of \$30.00.