

## **2024 SUMMER HOUSING LICENSE AGREEMENT**

### **I. AGREEMENT AND FEES**

This license agreement is entered into between the Trustees of the California State University by Cal Poly Humboldt, hereinafter called "University" and the above named person hereinafter called "Licensee".

**The fee period for the 2024 Summer Session is based on the summer session selected and ranges from May 11, 2024 - August 3, 2024.**

In consideration for the right to occupy and be assigned a space within the housing facility at University, Licensee is hereby obligated to pay fees that range from \$707 - \$2,163 depending upon the type of living unit assigned and the session(s) selected.

Limited services are available for the summer term. The J Dining Hall will open for the Summer Conference Season starting in mid June. The College Creek Marketplace may be open limited hours and limited days throughout the summer. The Rec Room is closed during the summer.

### **II. OCCUPANCY**

- A. University hereby grants to Licensee permission to occupy a bed space within the housing facility as a Licensee for the summer term session selected unless sooner terminated under the provisions of this License Agreement. University shall permit not less than one session block (see the occupancy options form for specific dates of these blocks) of occupancy during the summer fee period.
- B. University shall assign each Licensee to a specific bed space within the facilities. University reserves the right to change 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 THE 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 the Department of Housing & Residence Life and Dining Services, University Library, and the Vice President of Enrollment Management 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. Licensee must be enrolled at the University for summer session for one or more units or work for Housing & Residence Life and Dining Services to be eligible for occupancy during the summer fee period. We do make exceptions for former Foster Youth and International Students here for two years.

#### **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 on the 'Room Condition' section in their myHousing account. Licensee agrees to give reasonable care to their 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 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, 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 THE FEE PERIOD.**

A written request to cancel reservation which is submitted by Licensee by May 1, 2024 for Full Summer, Late Stay + Session A, Session A & B or Session A and by June 15, 2024 for Session B will be honored. Any outstanding amount owed to the university will be paid and the Licensee will receive a refund of the remaining balance of fees paid in advance.

A request to cancel reservation which is submitted by Licensee after May 1, 2024 for Full Summer, Late Stay + Session A, Session A & B or Session A and after June 15, 2024 for Session B will be honored and refunds will be processed as follows:

- A. 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.
- B. If University is not able to find a suitable replacement for Licensee so that honoring the request to cancel reservation would impact occupancy of the facilities, Licensee will be charged a prorated penalty fee for each day of notice after May 1, 2024 for Full Summer, Late Stay + Session A, Session A & B or Session A and after June 15, 2024 for Session B. The penalty days will be calculated by counting the day on which the written request to cancel reservation is received by Housing & Residence Life. 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.

## **VII. CANCELLATION AFTER THE BEGINNING OF THE FEE PERIOD**

- A. Any Licensee who requests to vacate the housing facility shall give at least thirty (30) days' written notice of intention to vacate and the reason therefore.
- B. 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 do not meet the conditions listed below, the Licensee will be charged for the room fees through the end of the summer fee period.** A Licensee vacating for one of the reasons below 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.
  - Licensee withdraws or takes educational leave from University and does not re-enroll at University during the fee period.
  - Licensee transfers to another school and provides documentation that they will no longer be enrolled at University.
  - University can find a suitable replacement for the Licensee.
  - The Licensee demonstrates through written appeal and supporting documentation that the request to vacate is due to extraordinary causes 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 their designee will determine if such cause exists, and their determination will be final.

A Vacate Form that is submitted during the fee period, and is 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 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. Additionally, in the event the Licensee is vacating not due to one of the above reasons, the Licensee will be charged for room fees through the end of the summer fee period.

## **VIII. REVOCATION OF LICENSE AGREEMENT**

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

- In the event of misconduct listed in Section 41301, Title 5, California Code of Regulations.
- Administrative necessity of University; this includes University receiving notice of Admissions Denial or Withdrawal of Licensee.
- Failure of Licensee to maintain status as a student at University.
- 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 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 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 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 reasonably 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 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 periods 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 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 guests or visitors to enter the housing facility except as outlined in the ResLife & You Handbook. For the summer session, a guest cannot stay more than three nights total during the entire summer session period. Guests must be registered through your myHousing.

**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](http://www.meganslaw.ca.gov). Depending on an offender’s criminal history, this information will include the address at which the offender resides or the community of residence and zip code in which they reside.