

II. OCCUPANCY

- (a) University hereby grants to Licensee permission to occupy a living unit within the University Housing system for the Fee Period, except for the specific recess listed in **Section II (b)** and unless subsequently terminated under provisions of this License Agreement. Specific assignment of a living unit shall be made by University Housing and may be changed based on needs and circumstances.
- (b) Licensee is not granted permission to occupy a living unit in Whitney, Lassen, Shasta, Mechoopda, Esken or Konkow Halls during the following recesses:

Thanksgiving Break: Friday, November 21, 2008 6:00 p.m. through Sunday, November 30, 2008 2:00 p.m.

Winter Break: Friday, December 19, 2008 6:00 p.m. through Thursday, January 22, 2009 11:00 a.m.

Spring Break: Friday, March 13, 2009 6:00 p.m. through Sunday, March 22, 2009 2:00 p.m.

III. TERMS AND CONDITIONS

- (a) The use of University Housing facilities is subject to Articles 5 and 6 of Subchapter 5 of Chapter 1 of Part V (Sections 42000 through 42013) of Title 5 of the California Administrative Code (hereinafter called "Title 5"). A copy of these regulations is available at the University Housing and Food Service Office and through the department web page at www.csuchico.edu/housing. Licensee understands that she/he is required to comply with those regulations as well as the terms and conditions stated herein.
- (b) Licensee agrees to comply with University Housing facility regulations and any subsequent amendments, including *Residence Life Handbook*, the University Housing student handbook.
- (c) It is understood and agreed by Licensee and University that no lease or any other interest in real property is created by this License Agreement.
- (d) Licensee is not permitted to sublease a living unit to which she/he is assigned.
- (e) University Housing reserves the right to change room rates, policy and occupancy after due notice and to add such other requirements and stipulations as may become necessary for the betterment of the University Housing program and the general welfare of residence hall students.
- (f) To be eligible to occupy University Housing facilities, Licensee must be enrolled in 6 or more semester units each semester of occupancy at CSU, Chico. University may revoke this License Agreement where the Licensee is no longer eligible to occupy University Housing.
- (g) Licensee acknowledges that she/he is required to comply with the University's alcohol policy which states, in part: "The possession and consumption of alcoholic beverages on the campus of California State University, Chico, in University or Foundation facilities and in campus-related facilities such as certified housing, is prohibited as a matter of institutional policy."

University may enforce the terms and conditions of this License with a minor unless otherwise directed in writing by the parent or guardian of Licensee.

IV. ENHANCEMENT OF EDUCATIONAL EXPERIENCE

- (a) University reserves the right to notify the parents and/or guardians of Licensee, in the event of 1) a medical emergency occurring in University Housing facilities; and/or 2) violation of University Housing policies and/or regulations.
- (b) University shall maintain a professional staff to work with students to develop a community concept within University Housing facilities to enhance the student's educational experience at the University. University shall provide opportunity for input by Licensee into the development of the community. The facility shall be operated to enhance the educational, social, and recreational opportunities available to Licensee.
- (c) Licensee agrees to recognize the importance of maintaining the University Housing facility as an environment that is conducive for fellow students to study, live, and sleep. While in the facility, Licensee agrees to not disturb this environment.
- (d) Licensee acknowledges that there are security cameras in various University Housing locations for the benefit of all students. A comprehensive list of security camera locations is available at the University Housing and Food Service Office.

V. MAINTENANCE OF PREMISES

- (a) University shall provide Licensee with furnishings in the condition noted on the Room Inventory Condition Card (available upon check-in). 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 excluded. 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 alterations to the University 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, taser, 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.

VI. NOTICE

- (a) Any Notice required to be given by the Licensee under this License Agreement must be in writing, and must be directed to the Director of University Housing & Food Service, Attention: Coordinator for University Housing Services. Notice of "30 days" as required under this License Agreement will be calculated as follows: (a) the first day of Notice will occur on the day that the written notification is received by University Housing & Food Service, except that Notice will not occur during the recess listed in Section II(b) or on dates that University Housing & Food Service is closed, including, but not limited to Saturday and Sunday; (b) 30 days shall include all calendar days except for the dates of the recess listed in Section II(b).

VII. CANCELLATION OF RESERVATION BY LICENSEE PRIOR TO FEE PERIOD

- (a) Licensee may cancel her/his reservation with University Housing by giving written notice at least 30 days prior to the beginning of the Fee Period in order that Licensee receive full refund less a non-refundable service fee.
- (b) A request to cancel a reservation 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 based on the following standards with appropriate verification: (1) end of student status, (2) marriage, or (3) unusual and/or unexpected documented hardship.
- (c) In accordance with Title 5, a prorated charge may be assessed for cancellation with less than a 30-day notice.

VIII. REQUEST TO VACATE BY LICENSEE AFTER THE BEGINNING OF THE FEE PERIOD

- (a) Notice of any request to vacate University Housing after the beginning of the Fee Period must be in writing.
- (b) A request to vacate University Housing after the beginning of the Fee Period shall include Licensee's statement of reasons. University shall grant or deny the request based on the following standards with appropriate verification:
 - (1) End of student status
 - (2) Marriage
 - (3) Unusual and/or unexpected documented hardship
- (c) If a request to vacate is granted, Licensee's shall owe University an amount equal to a prorated charge for each day from the beginning of the Fee Period through the last day of occupancy, plus any charge authorized by Title 5, Section 42021.
- (d) In accordance with Title 5, a prorated charge may be assessed for cancellation with less than a 30-day notice.

IX. REVOCATION OF LICENSE AGREEMENT

University may revoke this License Agreement for reasons including but not limited to the following:

- (a) If Licensee violates the Standards for Student Conduct as stated in the California Code of Regulations provided in Appendix A.
- (b) If Licensee breaches any terms of the License Agreement
- (c) If Licensee fails to comply with any terms, conditions, or policies set forth in *Residence Life Handbook*, the University Housing student handbook
- (d) If the University must do so because of administrative necessity

In most instances the University shall provide notice to Licensee not less than three days prior to revocation of this License Agreement resulting from an occurrence described in this section (IX) or as covered by Title 5. However, in circumstances when the University determines that an emanate threat exists or is likely to occur, revocation of the License Agreement may be invoked immediately by the University.

X. ABANDONMENT BY LICENSEE

Abandonment of the premises by Licensee shall not release Licensee from paying any obligation due University.

XI. DESTRUCTION OR UNAVAILABILITY

In the event that a living unit is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this License Agreement is made, Licensee shall be entitled to a prorated refund of any fees applicable to periods after Licensee was required to vacate. Such conditions include but are not limited to; damage caused by floods, landslides, fire, earthquake, other natural disasters, vandalism, civil disorder, compliance with state or federal law, unanticipated interruption of basic services, and/or a decrease in the rate of cancellations not reasonably foreseen by University (if such decrease results in an over-assignment of available housing facilities).

XII. REFUNDS

In instances of cancellation, revocation, abandonment or termination, the Licensee shall owe fees as provided in Title 5 § 42019, regardless of whether the Licensee ever assumed actual occupancy and regardless of whether a Licensee who has assumed actual occupancy moves out of the facility prior to the designated Fee Period of obligation. The campus shall refund all money collected in excess of such obligation as soon as reasonably possible.

XIII. VACATING THE UNIVERSITY HOUSING FACILITY

Licensee shall vacate the University Housing facility on the expiration of the Fee Period or upon revocation of this License Agreement, whichever occurs first.

XIV. TREATMENT OF INDEBTEDNESS

- (a) Failure of Licensee to satisfy the financial obligations of this License Agreement may result in action by the University including but not limited to:
- (1) Assessment of a late fee, in accordance with the fee schedule
 - (2) Revocation of the License Agreement
 - (3) Eviction
 - (4) Withholding of University services pursuant to Title 5 § 42380 and § 42381 this includes:
 - (A) Withholding official transcripts
 - (B) Denial of registration
 - (5) Offset of loans, grants, scholarships, and/or earnings payable through the University
 - (6) Referral to an outside collection agency, and/or a credit reporting agency, and/or legal action
 - (7) Submission of your debt information to the Franchise Tax Board for possible deduction of payment from your tax refund or other money the state may owe you
- (b) Licensee agrees to pay all costs incurred by the University to effect collection in the event of Licensee default.
- (c) Licensee authorizes University and any collections agency or legal counsel under their direction to contact any school, employer, doctor, or state/federal agency in order to substantiate information, including current address, relevant to collection of this debt.

XV. 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.

XVI. INSURANCE

- (a) University recommends that all students obtain health and accident insurance on either an individual or group basis with minimum coverage of \$15,000 per covered injury or illness.
- (b) University provides no insurance coverage or reimbursement for Licensee's personal property damage or loss. Therefore, University highly recommends that Licensee obtain insurance, such as a renter's policy. Licensee agrees to waive his or her right to claim against the Trustees of the California State University and California State University, Chico for personal or property damage even in the presence of negligence of the University. The University assumes no responsibility for items left in University Housing facilities during recesses within the Fee Period.

XVII. VISITORS AND GUESTS

Licensee shall permit no visitors or guests to enter University Housing facilities except as permitted in *Residence Life Handbook*, the University Housing student handbook.

XVIII. 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.

XIX. 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 Subsection 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.

XX. FOOD SERVICE

Licensee understands that a requirement of occupancy in traditional residence halls (Esken, Lassen, Mechoopda, Shasta and Whitney halls) is the purchase of a 15-meal plan, the price of which is included in this License Agreement. During the Fee Period three meals are prepared each weekday, Monday through Friday. Brunch and dinner are prepared on Saturday and Sunday and official University holidays (Labor Day, Veteran's Day and Cesar Chavez Day) while in session. Licensee is entitled to be served any 15 of the 19 meals prepared each week. A normal week of meal service begins with Saturday brunch and ends with the following Friday's dinner. When dates of opening and closing of the halls cause 15 meals or fewer to be prepared in a service week, Licensee is entitled to all meals prepared.

Food Service is not available during recess as defined in **Section II. (b)**. Meal service shall terminate with the evening meal (sack dinner) the day the halls close for recess and shall commence with the evening meal the day the halls open. Licensee may request release from mandatory meal service. Request for release must be submitted in writing. The Director of University Housing and Food Service or her/his designee will review and render decision on such requests.

I (we) have read the entire University Housing and Food Service License Agreement, and I (we) agree to the terms.

Signed: _____

Print Name _____

Date signed: _____

Signed: _____
(Parent or Guardian for student under 18 years of age)

Print Name _____

Name _____		
Last	First	Middle
Address _____		
City _____	State _____	Zip _____ County _____
Telephone: Area Code (_____) _____		Birth date _____
I am 18 years of age or older. Yes No		Chico State ID Number: _____

Mail To:

**University Housing and Food Service
ATTN: UHFS License Agreement
California State University, Chico
Chico, CA 95929-0707**

Appendix A: California Code of Regulations §41301

CCR Title 5 Division 5 Chapter 1 Subchapter 4 Article 2 §41301. Standards for Student Conduct

This database is current through 2/29/08, Register 2008, No. 9

(a) Campus Community Values

The University is committed to maintaining a safe and healthy living and learning environment for students, faculty, and staff. Each member of the campus community should choose behaviors that contribute toward this end. Students are expected to be good citizens and to engage in responsible behaviors that reflect well upon their university, to be civil to one another and to others in the campus community, and contribute positively to student and university life.

(b) Grounds for Student Discipline

Student behavior that is not consistent with the Student Conduct Code is addressed through an educational process that is designed to promote safety and good citizenship and, when necessary, impose appropriate consequences.

The following are the grounds upon which student discipline can be based:

(1) Dishonesty, including:

- (A) Cheating, plagiarism, or other forms of academic dishonesty that are intended to gain unfair academic advantage.
- (B) Furnishing false information to a University official, faculty member, or campus office.
- (C) Forgery, alteration, or misuse of a University document, key, or identification instrument.
- (D) Misrepresenting one's self to be an authorized agent of the University or one of its auxiliaries.

(2) Unauthorized entry into, presence in, use of, or misuse of University property.

(3) Willful, material and substantial disruption or obstruction of a University-related activity, or any on-campus activity.

(4) Participating in an activity that substantially and materially disrupts the normal operations of the University, or infringes on the rights of members of the University community.

(5) Willful, material and substantial obstruction of the free flow of pedestrian or other traffic, on or leading to campus property or an off-campus University related activity.

(6) Disorderly, lewd, indecent, or obscene behavior at a University related activity, or directed toward a member of the University community.

(7) Conduct that threatens or endangers the health or safety of any person within or related to the University community, including physical abuse, threats, intimidation, harassment, or sexual misconduct.

(8) Hazing, or conspiracy to haze. Hazing is defined as any method of initiation or pre-initiation into a student organization or student body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury to any former, current, or prospective student of any school, community college, college, university or other educational institution in this state (Penal Code 245.6), and in addition, any act likely to cause physical harm, personal degradation or disgrace resulting in physical or mental harm, to any former, current, or prospective student of any school, community college, college, university or other educational institution. The term "hazing" does not include customary athletic events or school sanctioned events.

Neither the express or implied consent of a victim of hazing, nor the lack of active participation in a particular hazing incident is a defense. Apathy or acquiescence in the presence of hazing is not a neutral act, and is also a violation of this section.

(9) Use, possession, manufacture, or distribution of illegal drugs or drug-related paraphernalia, (except as expressly permitted by law and University regulations) or the misuse of legal pharmaceutical drugs.

(10) Use, possession, manufacture, or distribution of alcoholic beverages (except as expressly permitted by law and University regulations), or public intoxication while on campus or at a University related activity.

(11) Theft of property or services from the University community, or misappropriation of University resources.

- (12) Unauthorized destruction, or damage to University property or other property in the University community.
- (13) Possession or misuse of firearms or guns, replicas, ammunition, explosives, fireworks, knives, other weapons, or dangerous chemicals (without the prior authorization of the campus president) on campus or at a University related activity.
- (14) Unauthorized recording, dissemination, or publication of academic presentations (including handwritten notes) for a commercial purpose.
- (15) Misuse of computer facilities or resources, including:
- (A) Unauthorized entry into a file, for any purpose.
 - (B) Unauthorized transfer of a file.
 - (C) Use of another's identification or password.
 - (D) Use of computing facilities, campus network, or other resources to interfere with the work of another member of the University community.
 - (E) Use of computing facilities and resources to send obscene or intimidating and abusive messages.
 - (F) Use of computing facilities and resources to interfere with normal University operations.
 - (G) Use of computing facilities and resources in violation of copyright laws.
 - (H) Violation of a campus computer use policy.
- (16) Violation of any published University policy, rule, regulation or presidential order.
- (17) Failure to comply with directions or, or interference with, any University official or any public safety officer while acting in the performance of his/her duties.
- (18) Any act chargeable as a violation of a federal, state, or local law that poses a substantial threat to the safety or well being of members of the University community, to property within the University community or poses a significant threat of disruption or interference with University operations.
- (19) Violation of the Student Conduct Procedures, including:
- (A) Falsification, distortion, or misrepresentation of information related to a student discipline matter.
 - (B) Disruption or interference with the orderly progress of a student discipline proceeding.
 - (C) Initiation of a student discipline proceeding in bad faith.
 - (D) Attempting to discourage another from participating in the student discipline matter.
 - (E) Attempting to influence the impartiality of any participant in a student discipline matter.
 - (F) Verbal or physical harassment or intimidation of any participant in a student discipline matter.
 - (G) Failure to comply with the sanction(s) imposed under a student discipline proceeding.
- (20) Encouraging, permitting, or assisting another to do any act that could subject him or her to discipline.

(c) Procedures for Enforcing This Code

The Chancellor shall adopt procedures to ensure students are afforded appropriate notice and an opportunity to be heard before the University imposes any sanction for a violation of the Student Conduct Code.

(d) Application of This Code

Sanctions for the conduct listed above can be imposed on applicants, enrolled students, students between academic terms, graduates awaiting degrees, and students who withdraw from school while a disciplinary matter is pending. Conduct that threatens the safety or security of the campus community, or substantially disrupts the functions or operation of the University is within the jurisdiction of this Article regardless of whether it occurs on or off campus. Nothing in this Code may conflict with Education Code Section 66301 that prohibits disciplinary action against students based on behavior protected by the First Amendment.