



2011 - 2012

UHFS University Housing & Food Service California State University, Chico

UNIVERSITY HOUSING AND FOOD SERVICE LICENSE AGREEMENT SUMMARY & PARENT/GUARDIAN ACCEPTANCE

Student: \_\_\_\_\_ CSU, Chico ID# \_\_\_\_\_

Address: \_\_\_\_\_

Phone# \_\_\_\_\_ Cell # \_\_\_\_\_ Email \_\_\_\_\_

Summary of License Agreement between the Trustees of the California State University by California State University, Chico, hereinafter called "University," and the above-named person hereinafter called "Licensee." This License Agreement is for an entire Fee Period beginning at 9:00 a.m. on Monday, August 15, 2011 for students assigned to Whitney Hall and at 9:00 a.m. Tuesday, August 16, 2011, for all other University Housing communities. The Fee Period for the University Housing will end on Friday, May 18, 2012, at 6:00 p.m.

Fee Amount: Licensee is required to make payment in accordance with the schedule listed below.

Table with columns: Room Type, Fall 2011 Semester (Initial Payment, Due 10/4/2011, Due 11/4/2011), Spring 2012 Semester (Due 12/8/2011, Due 3/5/2012, Due 4/4/2012), Academic Year, Total Cost. Rows include Sutter Hall Double Room, Lassen/Shasta/Whitney/Esken/Mechoopda Double Rm, Whitney Triple Room, Whitney Single Room, Konkow Double Room, Konkow Single Room, UV 6-person Cluster Double, UV 6-person Cluster Single, UV Double Studio, and UV 4-person Cluster.

The License Agreement is available at www.csuchico.edu/housing/ A copy of the License Agreement has been sent by email to the Licensees' University email address with the application acknowledgement. Living In, the residence life handbook, is also available at this website.

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

Student Signature: \_\_\_\_\_

Date Student signed: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ (Parent or Guardian for student under 18 years of age)

Print Parent/Guardian Name: \_\_\_\_\_

Date Parent/Guardian signed: \_\_\_\_\_

If the Licensee [student] has not reached 18 years of age by date of submittal, please print, sign and mail this page only to:

University Housing and Food Service ATTN: UHFS 2011-2012 License Agreement California State University, Chico Chico, CA 95929-0707



2011 - 2012

UNIVERSITY HOUSING AND FOOD SERVICE LICENSE AGREEMENT

UHFS University Housing & Food Service California State University, Chico

TERMS AND CONDITIONS

I. AGREEMENT

This University Housing and Food Service License Agreement (License Agreement) is entered into between the Trustees of the California State University, by and through California State University, Chico (University) and the student (Licensee) and/or the parent(s) or guardian(s) if the student is not 18 years of age when submitted [see Page 1]. This License Agreement is for an entire Fee Period. "Fee Period" is defined as that period of time beginning at 9:00 a.m. on Monday, August 15, 2011 for students assigned to Whitney Hall and at 9:00 a.m. Tuesday, August 16, 2011, for all other University Housing communities. The Fee Period for the University Housing system will end on Friday, May 18, 2012, at 6:00 p.m.

II. FEES

In consideration for licensing an assigned bed space within the University Housing system and to participate in the meal plan (if applicable), Licensee agrees to make payments to the University in accordance with the payment plan in this License Agreement.

Licensee is required to make payment in accordance with the schedule listed below. Licensee may make payment in full at any time during the semester. If the Licensee and the University jointly execute a License Agreement after the Fee Period has begun, standard fees will be charged on a prorated basis for the balance of the Fee Period.

Table with 8 columns: RATES, Room Type, Initial Payment, and due dates for Fall 2011 and Spring 2012 semesters, plus Total Cost.

On-line submission of this License Agreement is required for students. However, for students under 18 years of age, in addition to the on-line submission of this License Agreement, a hard-copy submission of the License Agreement summary page must be submitted with the signature of a parent/guardian or legally responsible person for the student [see Page 1]. License Agreement submittal shall constitute acceptance of the License Agreement by the student. This License Agreement is accepted by the University the date upon which the University emails an official Confirmation Letter to the Licensee [student].

III. OCCUPANCY

- (a) University licenses to Licensee an assigned bed space within the University Housing system for the Fee Period, except for the specific recesses listed in Section III (b) and unless subsequently terminated under provisions of this License Agreement. Specific assignment of a bed space shall be made by University Housing and may be changed or reassigned by University Housing as necessary.

- (b) Licensee may not occupy a bed space in Sutter, Whitney, Lassen, Shasta, Mechoopda, Esken or Konkow Halls during the following academic year calendar break periods:

Thanksgiving Break: Friday, November 18, 2011 6:00 p.m. through Sunday, November 27, 2011 - 2:00 p.m.

Winter Break: Friday, December 16, 2011 6:00 p.m. through Friday, January 20, 2012 - 11:00 a.m.

Spring Break: Friday, March 16, 2012 6:00 p.m. through Sunday, March 25, 2012 - 2:00 p.m.

- (c) 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 Housing may immediately revoke this License Agreement where the Licensee is no longer eligible to occupy University Housing.

#### IV. GENERAL

- (a) The use of University Housing facilities is subject to Sections 42000 through 42013 of Title 5 of the California Code of Regulations (Title 5) and these regulations are incorporated by reference into this License Agreement. A copy of these regulations is available at the University Housing and Food Service Office and on the department web page at [www.csuchico.edu/housing](http://www.csuchico.edu/housing). Licensee is required to comply with these regulations as well as all other terms and conditions stated herein.
- (b) Licensee agrees to comply with University Housing facility regulations and any subsequent amendments, as listed in this License Agreement and *Living In*, the residence life handbook, which is incorporated into this License Agreement by this reference.
- (c) This License Agreement does not grant Licensee a lease or any other property interest in the bed space to be provided to Licensee.
- (d) Licensee is not permitted to transfer or otherwise assign the bed space which she/he is assigned pursuant to this License Agreement.
- (e) Licensee must comply with the University's alcohol and drug policy which states, in part: "The possession and consumption of alcoholic beverages and/or drugs 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."
- (f) Licensee is not permitted to operate a business enterprise from or within University Housing facilities.
- (g) 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.
- (h) University reserves the right to notify the parents and/or guardians of Licensee as permitted by the Family Educational Rights and Privacy Act, including, but not limited to, a medical emergency occurring in University Housing facilities, and violations of the campus drug and alcohol policies.

University may enforce the terms and conditions of this License with a minor as directed in writing by the parent or guardian of Licensee prior to occupancy (see Page 1: **University Housing and Food Service License Agreement Summary & Parent/Guardian Acceptance**)

**Note: All legal issues (i.e. legal service or eviction) will be addressed to the parent or guardian of a minor Licensee.**

#### V. ENHANCEMENT OF EDUCATIONAL EXPERIENCE

- (a) University Housing and Food Service maintains the Licensee's right to peaceable and quiet enjoyment of their assigned bed space. University Housing facilities are environments that are conducive for students to study, live, and sleep. While in the facility, Licensee agrees to not cause disturbances within this environment, as set out *Living In* – the residential life handbook. The University will enforce the quiet periods/hours as stated in *Living In*: "In each community, quiet hours are from 9 p.m. to 9 a.m. the following morning, Sunday through Thursday, and midnight to 9 a.m. on Friday and Saturday. These hours may be extended by community governance. It is expected that residents will maintain a reasonable volume of noise during non-quiet-hour periods (e.g., no speakers or radios in room windows). Use of stereo equipment that disrupts others is not tolerated. This includes loud music during the daytime hours, especially when it is directed outside the building. The responsibility for maintaining quiet hours lies with each student, not just University Housing staff. The right to quiet supersedes the right to make noise. During finals week each semester, quiet hours are in effect 24 hours a day."
- (b) Security cameras are located in various public University Housing locations. A comprehensive list of security camera locations is available at the University Housing and Food Service Office.

#### VI. 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 bed space area, its furnishings and to make payment for any damage or loss promptly upon demand by University. Licensee shall vacate the bed space area in the same general condition as when Licensee received it, normal and reasonable wear and tear excluded. In the event Licensee fails to maintain the bed space area in good order and repair, Licensee shall reimburse University the reasonable costs incurred in returning the bed space area to a condition of good order and repair.
- (b) Licensee shall make no structural alterations to the University Housing facility without the University's permission.

## VII. NOTICE

- (a) Notices 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.
- (b) 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 written notification is **received** by University Housing & Food Service (b) 30 days shall include all calendar days.

## VIII. 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
  - (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.

## IX. 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. In an effort to mitigate cost to the Licensee, University Housing will make every effort to fill available bed spaces and alleviate excessive fees.

## X. 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 Living In, the residence life 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 (X) or as covered by Title 5. However, The University may immediately revoke the License Agreement in the event of imminent threat to health or safety.

## XI. ABANDONMENT BY LICENSEE

Licensee's abandonment of the assigned bed space shall not release Licensee from paying any obligation due University under this License Agreement.

## XII. DESTRUCTION OR UNAVAILABILITY

In the event Licensee's assigned bed space is destroyed or otherwise becomes unavailable as the result of conditions not reasonably foreseen when this License Agreement is entered into, Licensee shall be entitled to a prorated refund.

### **XIII. REFUNDS**

In instances of revocation, abandonment or termination, Licensee shall owe fees as provided in Title 5 § 42019. In cases of cancellation **after** the start of the fee period, or where Licensee never assumed or actually occupied the assigned bed space (no-show), Licensee will be refunded their initial payment amount less the 30-day notice fee.

### **XIV. 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.

### **XV. 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 the following:
- (1) Assessment of a late fee, in accordance with the fee schedule
  - (2) Revocation of the License Agreement
  - (3) Unlawful Detainer (eviction)
  - (4) Withholding of University services pursuant to Title 5 § 42380 and § 42381 this includes:
    - (A) Withholding official transcripts
    - (B) Denial of registration
    - (C) Suspension or revocation of residential dining services
  - (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 Licensee debt information to the California Franchise Tax Board for possible deduction of payment from any tax refund or other money the State may owe Licensee
- (b) Licensee agrees to pay all costs incurred, legal or otherwise, by the University as a direct result of any Unlawful Detainer action (eviction) in the event of Licensee at fault. This includes but is not limited to: legal fees, processing fees, rent, damages, and collection fees.
- (c) Licensee acknowledges that the University and any collection agency or legal counsel under University direction may contact any school, employer, doctor, or state/federal agency in order to substantiate information, including current address, relevant to collection of unpaid debt.

### **XVI. RIGHT OF ENTRY**

University has the right to enter the premises occupied by Licensee in the event of an emergency, health or safety. For the purposes of maintenance, health & safety checks or any other lawful purpose, the University has the right to enter and inspect during normal business hours (9am-5pm) with a minimum and written 24 hour notice to the Licensee delivered by either email and/or posting. 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.

### **XVII. 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 appropriate insurance. The University assumes no responsibility for items left in University Housing facilities during recesses within the Fee Period.

### **XVIII. VISITORS AND GUESTS**

Licensee shall not permit visitors or guests to enter University Housing facilities except as specified in Living In, the residence life handbook.

## **XIX. 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.

## **XX. 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 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.

## **XXI. FOOD SERVICE**

Licensee understands that a requirement of occupancy in traditional residence halls (Esken, Lassen, Mechoopda, Shasta, Whitney, and Sutter halls) is the purchase of a 180 block meal plan per semester; a requirement of occupancy in Konkow and University Village is the purchase of a 75 block meal plan per semester, the price of which is included in this License Agreement. During the Fee Period, three (3) meals are prepared each weekday, Monday through Friday. Brunch and dinner are prepared on Saturday and Sunday and official University holidays while in session. (Labor Day, Veteran's Day and Cesar Chavez Day).

Food Service is not available during recesses as defined in **Section III. (b)**. Meal service shall terminate with the afternoon meal 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 decisions on such requests.

Additional 25 meal blocks may be purchased at any time during the semester. Licensee may decrease their meal block plan (but not below the minimum block meal plan required) through the fifth week of the semester. All meal plan blocks expire at the end of each semester.

# 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 1/14/11, Register 2011, No. 2

### (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.

Note: Authority cited: Sections 66017, 66452, 66600, 69810, 89030, 89030.1 and 89035, Education Code. Reference: Sections 66450, 69813 et seq. and 89030, Education Code; and Section 245.6, Penal Code.