Summary of University Housing and Food Service License Agreement between the Board of Trustees of the California State University, by and through its member campus California State University, Chico (University), and the above-named applicant (Licensee). **The University Housing and Food Service License Agreement is for an entire Fee Period.**

- The Fee Period for the **academic year** begins at 9:00 a.m. on Monday, August 18, 2014 for students assigned to Whitney Hall and University Village; and at 9:00 a.m. Tuesday, August 19, 2014, for all other University Housing and Food Service (UHFS) communities and ends at 6:00 p.m. on Friday, May 15, 2015.
- A spring semester only Licensee may reserve a bed space for the spring semester only. The Fee Period for the spring semester only begins at 11:00 a.m. on Thursday, January 15, 2015 and ends at 6:00 p.m. on Friday, May 15, 2015.

Licensee and University agree to adhere to the terms and conditions set forth in this University Housing and Food Service License Agreement.

**Fee:** Licensee is required to make payment in accordance with the fees and payment schedule determined and published by University Housing and Food Service. The current fee and payment schedule is available at [http://www.csuchico.edu/housing](http://www.csuchico.edu/housing).

The entire University Housing and Food Service License Agreement and the *Living In* - the residence life handbook are available at [www.csuchico.edu/housing](http://www.csuchico.edu/housing). A copy of the University Housing and Food Service License Agreement has been sent by email to the Licensees’ University email address with the University Housing Application acknowledgement.

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

Student Signature: ____________________________________________

Parent/Guardian Signature: ____________________________

(Print Parent/Guardian Name: ____________________________

Relation to Student: ____________________________

Date Signed: ____________________________
TERMS & CONDITIONS

1. AGREEMENT

By submitting this University Housing and Food Service License Agreement online, Licensee agrees to and accepts – for the entire Fee Period - the terms and conditions of this University Housing and Food Service License Agreement [hereafter: License Agreement] and the policies, expectations and regulations of the University Housing program as outlined in this License Agreement and published in Living In - the residence life handbook. A Licensee may reserve a bed space either for the entire academic year or for the spring semester only:

(a) **Academic Year**: The Fee Period for the academic year begins at 9:00 a.m. on Monday, August 18, 2014 for students assigned to Whitney Hall and University Village; and at 9:00 a.m. Tuesday, August 19, 2014, for all other University Housing and Food Service (UHFS) communities and ends at 6:00 p.m. on Friday, May 15, 2015 for all University Housing students regardless of assignment.

(b) **Spring Semester Only**: A spring semester only Licensee may reserve a bed space for the spring semester only. The Fee Period for the spring semester only begins at 11:00 a.m. on Thursday, January 15, 2015 and ends at 6:00 p.m. on Friday, May 15, 2015.

On-line submission of this License Agreement and initial University Housing payment are required to reserve a bed space. However, **students under 18 years of age at the time of submitting this online License Agreement** must submit a fully signed hard-copy of page 1 of the License Agreement with the signature of a parent/guardian or legally responsible person for the student **in addition** to the on-line submission of this License Agreement. The student submitting a License Agreement electronically shall be held responsible for complying with all terms and conditions of the License Agreement. The authentication procedures for the University Portal serve as an electronic signature for students. **The University's acceptance of a student's fully completed License Agreement and a University Housing assignment by the University enters the student into a legally binding contract with the University and obligates the student to pay for the full Fee Period of the License Agreement. However, electronic submission of application information and License Agreement does not guarantee the student applicant a University Housing assignment.**

2. OCCUPANCY

(a) Licensee must be enrolled in 6 or more academic units each semester or registered in 18 class hours per week in the American Language and Culture Institute (ALCI) at CSU, Chico to be eligible to occupy UHFS facilities.

(b) University provides Licensee a bed space within the UHFS system for the Fee Period except for the specific academic calendar recess periods listed in (c) below. A bed space assignment may be changed or reassigned by UHFS as necessary.

(c) Licensees assigned to Sutter, Whitney, Lassen, Shasta, Mechoopda, Esken or Konkow Halls are not permitted to occupy University Housing facilities and/or assigned bed space during the periods listed below:

- **Thanksgiving Break**: Friday, November 21, 2014 at 6:00 p.m. through Sunday, November 30, 2014 at 2:00 p.m.
- **Winter Break**: Friday, December 19, 2014 at 6:00 p.m. through Friday, January 16, 2015 at 2:00 p.m.
- **Spring Break**: Friday, March 13, 2015 at 6:00 p.m. through Sunday, March 22, 2015 at 2:00 p.m.

(d) Licensees assigned to University Village and selected living-learning communities may be permitted to use assigned bed space during the above recess periods with prior permission from University Housing and Food Service.

3. FEES

In consideration for an assigned bed space within UHFS, Licensee agrees to make University Housing payments (for both bed space and meal plan) to the University in accordance with the published fees and payment plan established by University Housing and Food Service. Licensee may make semester payments in full at any time during the semester. If Licensee is assigned a bed space after the start of the Fee Period, standard fees will be charged on a prorated basis for the balance of the Fee Period.
4. GENERAL

(a) The use of UHFS facilities is subject to Sections 42000 through 42103 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 the regulations is available at the UHFS Office and on the department web page at www.csuchico.edu/housing.

(b) Licensee agrees to comply with UHFS 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 or possessory interest in the bed space to be provided to Licensee.

(d) Licensee cannot transfer or otherwise assign the bed space that she/he is assigned under this License Agreement.

(e) Licensee understands that all residence halls and University Village are “alcohol-free” for all students and their guests regardless of age and the University adheres to a “Zero Tolerance” policy in terms of illegal drugs and paraphernalia as stated in Living-In - the residence life handbook. Students are not permitted to store or use any illegal drugs – including marijuana – within UHFS facilities, even if they possess a state-issued medical marijuana card.

(f) 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 UHFS facilities, and violations of the campus drug and alcohol policies with Licensee permission.

(g) Licensee is not permitted to operate a business enterprise from or within UHFS facilities.

(h) Licensee understands that residence halls and University Village apartments are multiple occupancy facilities and as such may not be well-suited for all students. Before submitting a University Housing application and License Agreement, students should carefully consider whether shared living, learning, dining and study space is conducive to an individual’s physical and emotional health and academic progress. Disability accommodation requests must be presented to the Coordinator for University Housing Services, who will coordinate with the Accessibility Resource Center for appropriate reasonable accommodations.

(i) University may enforce the terms and conditions of this License Agreement 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 Parent/Guardian Acceptance of License Agreement).

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

5. ENHANCEMENT OF EDUCATIONAL EXPERIENCE

UHFS maintains the Licensee’s right to peaceable and quiet enjoyment of their assigned bed space. UHFS facilities are environments that are conducive for students to study, live, and sleep. While in the facility, Licensee agrees not to disturb these environments.

6. MAINTENANCE OF PREMISES

(a) University will provide Licensee with furnishings in the condition noted on the Room Inventory Condition Card (provided upon check-in). Licensee agrees to give reasonable care to her/his bed space area and the furnishings provided, and to keep them in the same general condition as when Licensee received them. Any damage or loss caused by Licensee, beyond normal wear and tear, will be billed to Licensee.

(b) Licensee shall make no alterations to any UHFS facility without the University’s prior written permission.

(c) Licensee agrees to be jointly responsible with other Licensees for protection of the residence halls and University Village 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.

(d) Licensee shall not possess any highly flammable material, firearm, ammunition, taser, fireworks, explosives, weapons or any other material or instrument which poses an unreasonable risk of damage or injury.

(e) Security cameras are located in various public UHFS locations for the purpose of determining person(s) responsible for property damage(s). Licensee will be financially responsible for all property damage Licensee causes, and may also be subject to student discipline.

7. LICENSE CANCELLATION BEFORE THE START OF FEE PERIOD

(a) Cancellation by Licensee Prior to the Start of the Fee Period with at Least 30-day Notice:

Licensee’s written request to cancel a University Housing reservation will be honored if submitted on or before July 21, 2014 for the academic year License or December 16, 2014 for spring only License, or more than 30 days prior to the start of the Fee Period. The Licensee will receive a refund less an administrative charge assessed by Student Financial Services.
(b) Cancellation by Licensee Prior to the Start of the Fee Period with Less Than 30-day Notice:

Licensee’s written request to cancel a University Housing reservation submitted less than 30 days prior to the start of the Fee Period (after July 21, 2014 for the academic year License or December 16, 2014 for spring only License) may be honored and refunds processed as follows:

- If the University is able to identify a suitable student replacement for Licensee with no impact to overall University Housing system occupancy, Licensee will receive a refund less an administrative charge assessed by Student Financial Services.
- If the University is not able to identify a suitable student replacement for Licensee thereby impacting overall University Housing system occupancy, Licensee will be charged a prorated fee for each day deficient the required 30 days. The 30 day notice period will be calculated starting on the day when the written request is received by UHFS. Licensee will then be entitled to a refund of the balance of fees paid in advance less prorated notice fee and administrative charge assessed by Student Financial Services. The Licensee’s university account will be billed if there is a balance due.

(c) Failure to Provide Notice Prior to the Fee Period (No Written Cancellation And No Show)

If Licensee fails to submit a written request to cancel the reservation before the start of the Fee Period (August 18, 2014 for the academic year License or January 15, 2015 for spring only Licensees) and does not check-in to the assigned bed space, Licensee will be charged according to Section 7 (b) of this License Agreement with a full 30-day notice fee.

8. LICENSE RELEASE AFTER THE START OF FEE PERIOD

(a) Request for License Release During the Fee Period with at Least 30-day Notice:

A Licensee requesting to be released from the License Agreement and vacate UHFS facilities on or after the beginning of the fee period is required to submit a written notice at least 30 days prior to the date the Licensee intends to vacate the facilities. If the written request is to vacate during the winter break recess stated in Section 2 (c) and not to return in Spring semester, the written request must be submitted on or before November 20, 2014, 30 days prior to the last day of the Fall semester finals week. UHFS may exercise its discretion to grant or deny the request. Such requests may be considered if one of the following circumstances exists and appropriate verification is provided:

- Licensee terminates their student status at the University. Licensee’s registration record is to be verified if the request of license release is conditionally approved for the spring semester. If the Licensee registers for classes after the request is conditionally approved, Licensee will be charged for room and board fees through the end of the Fee Period.
- Licensee gets married or enters a domestic partnership.
- Unexpected Financial Hardship: Licensee is required to provide a written statement along with supporting documentation demonstrating that the request of license release is due to significant financial changes which occurred after July 21, 2014 for the academic year License or December 16, 2014 for spring semester only License, the cancellation deadline (30 days before the start of the Fee Period).
- Medical: Licensee may be asked to consult with the University’s Accessibility Resource Center to determine whether a reasonable accommodation(s) may be provided. The request for license release may be denied if UHFS is able to provide a reasonable and appropriate accommodation.

A Licensee whose License Agreement release request is approved will receive a prorated refund for fees paid in advance, calculated from the date the Licensee vacates UHFS facilities through the end of the Fee Period.

(b) Request for License Release During the Fee Period with Less Than 30-day Notice:

If a request for License release is made and approved less than 30 days prior to the date the Licensee intends to vacate, the Licensee will be charged for each day deficient the required 30-day notice period. This charge is calculated based on the prorated daily rate of the assigned bed space being vacated. Licensees are encouraged to request their license release well before this 30-day minimum notification period.

The 30-day notice period will be calculated starting on the day when written request is received by UHFS.
9. REVOCATION OF LICENSE AGREEMENT

The University may revoke the License Agreement for reasons including, but not limited to, the following:
(a) Licensee violates the Standards for Student Conduct as stated in the California Code of Regulations provided in Appendix A.
(b) Licensee breaches any terms of the License Agreement, including nonpayment of fees.
(c) Licensee fails to comply with any terms, conditions, or policies set forth in Living In - the residence life handbook.
(d) Licensee fails to maintain status as a University student enrolled in at least 6 units per semester.
(e) University must do so because of administrative necessity.

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 (9) 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.

It is critical the Licensee recognize that revocation of the License Agreement - as a result of disciplinary action - does not release the Licensee from his/her financial obligations to UHFS for the full Fee Period as described in Sections 42019 of Title 5 of the California Code of Regulations. Disciplinary action may be taken against Licensee if Licensee violates any of the parameters outlined in the License Agreement and/or Living In - the residence life handbook.

10. ABANDONMENT AND TERMINATION BY LICENSEE

Vacating UHFS facilities by Licensee without the approval of UHFS is considered as abandonment of the assigned bed space and Licensee will be charged for room and board fees through the end of the Fee Period.

11. DESTRUCTION OR UNAVAILABILITY

If Licensee’s assigned bed space is destroyed or becomes unavailable as a result of conditions not reasonably foreseen when the bed space was assigned and UHFS is not able to find a replacement bed space, Licensee shall be entitled to a prorated refund of fees applicable to periods after Licensee was required to vacate UHFS facilities. Such conditions include, but are not limited to: damage caused by flood, earth slides, fire, earthquake, other natural disasters, vandalism, civil disorder, compliance with state or federal law, and/or interruption of basic services because of labor strife.

12. REFUNDS

In instances of revocation, abandonment, or termination, Licensee shall owe fees as provided in Title 5 § 42019, regardless of whether the Licensee ever assumed actual occupancy or moves out of the facility prior to the end of the Fee Period. In cases of cancellation after the start of the Fee Period, Licensee will be refunded their initial payment amount less the 30-day notice fee and administrative fee assessed by Student Financial Services.

13. VACATING UHFS FACILITIES

A Licensee who requests to be released from License Agreement and to vacate a University Housing facility shall give at least thirty (30) days written notice and the reasons therefore. The University, using the standards established pursuant to Section 42017, may grant or deny the request of license release. Licensee shall vacate the UHFS facility to which the Licensee is assigned on the expiration of the Fee Period, or upon release of the License Agreement to use the UHFS facilities, or revocation of this License Agreement, whichever occurs first. Any Licensee who does not vacate UHFS facilities as required by this section shall be evicted in the manner provided by the laws of the State of California and charged a daily rate through the length of stay. The University may assess any other applicable fees or charges. The matter shall be referred to the CSU Office of General Counsel for appropriate legal action. Any property of the Licensee remaining in the student housing facility may be removed and stored by the University.

14. TREATMENT OF INDEBTEDNESS

(a) Failure of Licensee to fulfill 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 academic transcripts
   (B) Denial of registration
   (C) Suspension or revocation of residential dining services
15. RIGHT OF ENTRY

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

16. INSURANCE

University provides no insurance coverage or reimbursement for Licensee’s personal property damage or loss. Therefore, the University recommends Licensee to consider obtaining appropriate homeowner or renter insurance. University assumes no responsibility for items located within Licensee’s assigned space during the term of the License Agreement.

17. VISITORS AND GUESTS

Licensee shall not permit visitors or guests to enter UHFS facilities except as specified in Living In - the residence life handbook. Licensee is responsible for the behavior of visitors and guests.

18. 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.

19. TAXABLE POSSESSORY INTEREST

University maintains that this License Agreement does not create for Licensee 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 assert a possessory interest subject to property taxation has been created. In such case, the property interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on the interest.

20. MEGAN’S LAW

Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders, is available to the public via an internet web site maintained by the Department of Justice at www.meganslaw.ca.gov.

21. FOOD SERVICE – Sutter Residential Dining Program (Proposed)

When a Licensee’s bed space is assigned to a traditional residence hall (Esken, Lassen, Mechoopda, Shasta, Sutter, and Whitney halls), Licensee is required to participate in one of three meal plans: Chico Plan, Bidwell Plan, or Wildcat Plan. The Mini Plan is required for Konkow and University Village residents but meal plan upgrades are available for an additional fee. Each meal plan type includes a cash balance [Flex Cash] for use at any campus retail dining venue. Within the Fee Periods specified in Section 1, all unused meals and Flex Cash expire at the end of each semester.

Residential Meal Plan Details:

- Chico Plan: 192 Meals (12 Meals/week) + $64 Flex Cash per semester
- Bidwell Plan: 176 Meals (11 Meals/week) + $128 Flex Cash per semester
- Wildcat Plan: 160 Meals (10 Meals/week) + $192 Flex Cash per semester
- Mini Plan: 64 Meals (4 Meals/week) + $112 Flex Cash per semester (University Village and Konkow residents only – meal plan upgrades are available for an additional fee)

Flex Cash may be used to make purchases at Holt Station, Butte Station, Creekside Café, Common Grounds and Marketplace Café. Licensee cannot use Flex Cash at Wildcat Store, Sutter Dining and/or Sutter Café.

During each semester within 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 (i.e., Labor Day, Veteran’s Day and Cesar Chavez Day).

Food Service is not available during recesses as defined in Section 2 (c). Meal service shall terminate with the afternoon meal on the day the halls close for recesses and shall commence with the evening meal the day the halls re-open.

Additional meals and ReDD (Retail Dining Dollars) may be purchased at any time during each semester within the Fee Period at the Associate Students Dining Services office during regular business hours.
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 01/31/14, Register 2014, No. 5

(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.