

Student:

CSU, Chico ID#

Student's Cellular Telephone #:

Student's CSU, Chico Email:

Summary of University Housing 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 License Agreement is for an entire fee period, determined by when a student takes possession of an on-campus room assignment.**

- * **Academic Year:** The fee period for the academic year begins at 7:00 a.m. on Wednesday, August 22, 2018 and ends at 6:00 p.m. on Friday, May 17, 2019.
- * **Spring Semester Only:** Licensee may reserve a bed space for the spring semester only. The fee period for the spring semester begins at 9:00 a.m. on Friday, January 18, 2019 and ends at 6:00 p.m. on Friday, May 17, 2019.

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

Fee: Licensee is required to make payment in accordance with the fees and payment schedule determined and published by University Housing. The current fee and payment schedule is available at <http://www.csuchico.edu/housing>.

The entire University Housing License Agreement and the University Housing Student and Community Expectations are available at www.csuchico.edu/housing.

****I. TERMS AND CONDITIONS****

The License Agreement is entered into between the Board of Trustees of the California State University, for housing at its Chico campus, hereafter referred to as "University," and the applicant completing the Housing Application, hereafter called "Licensee."

A. The Fee Period

The License Agreement is a legal and binding between the Licensee and the University for the full fee period.

- 1. Academic Year:** The fee period for the academic year begins at 7:00 a.m. on Wednesday, August 22, 2018 and ends at 6:00 p.m. on Friday, May 17, 2019.
- 2. Spring Semester Only:** If Licensee transfers into University Housing at the spring semester, the fee commitment is from 9:00 a.m. on Friday, January 18, 2019 and ends at 6:00 p.m. on Friday, May 17, 2019.

B. University Housing (UH) will be closed to occupancy except where permitted (see IV.D. Break Closures).

C. Licensee is obligated to comply with all University Policies and specific policies outlined by UH in the Student and Community Expectations.

****II. ENHANCEMENT OF EDUCATIONAL EXPERIENCE****

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

B. UH provides living-learning experiences, including specific communities that align with students' academic major, personal identity, and/or general interests. Students who apply for campus housing are encouraged to consider living-learning options when submitting a Housing Application.

****III. APPLICATION****

A. Only admitted students are eligible to apply for campus housing. UH is notified by Admissions if/when a student has been admitted and only then will access to the Housing Application be made available.

B. Students submitting a Housing Application must provide an Emergency Contact and Missing Person Contact with contact information.

C. Students will be permitted to indicate preferences for building, living-learning community, and roommate. Although UH will make every attempt to honor a student's preferences when making room assignments, UH does not guarantee actual preferences will be met. Inability to meet preferences is not grounds for being absolved from the terms stipulated herein.

D. When an applicant submits a housing license, the student agrees to the terms of the license agreement, regardless of room assignment.

****IV. OCCUPANCY****

A. Occupancy of Bed Space

1. The University Housing License Agreement is in effect for the entire academic year.

Licensees living with UH are obligated to this agreement for the full academic year unless the Licensee's license is approved for release as stated in Section VI: Cancellation of License Agreement.

2. Upon confirmation of the assigned space, the University hereby grants to the Licensee, permission to occupy an assigned space within the housing facility for the fee period, unless sooner terminated under the provisions of the License Agreement.
3. Licensee must vacate the housing facility during designated break closures, on the expiration of the license period, or upon revocation of the License Agreement.
Licensees who withdraw from the University or have their license revoked should vacate their community within three (3) calendar days.
4. Licensee will be assigned a specific space within the residential facilities. UH reserves the right to change space assignments, assign a new Licensee, or reassign a current Licensee to unoccupied assigned space at any time and/or consolidate vacancies in the interest of health, discipline, occupancy, or for the general welfare of the Licensee.

B. Unclaimed Space

Licensee must “check-in” to their assigned residence hall and space during their designated move-in time, unless otherwise arranged with UH. Failure to take occupancy of the assigned space or make other arrangements by 5:00 p.m. on the first DAY of instruction may result in cancellation of the License Agreement. Licensee will be assessed cancellation charges in accordance with the cancellation policy outlined in License Terms and Conditions (See VI CANCELLATION OF LICENSE AGREEMENT).

C. Use of Premises

Licensee agrees that their assigned space is licensed for residential use only. Licensee shall not use the space as a business address nor conduct business activities on the premises. Conducting business activities includes (but not limited to) using the living unit address as a mailing address for business-related activities, or hosting business-related functions and/or websites. Licensee additionally agrees not to permit the assigned space to be used for illegal purposes or to engage in illegal acts within the living unit or upon the grounds of the residential community. Licensee may not sub-lease space to another individual.

D. Breaks and Summer Closures

1. UH residential communities close when the University is officially closed and Residents must vacate their assigned room. Residents needing break housing should choose to reside in University Village (UV) or Konkow. Students assigned to UV and Konkow who opt to stay on campus over break must register with UH. All policies will be in effect. Additionally, without the prior approval of appropriate UH staff, guests will not be permitted during a break.
2. University Housing is closed as follows:
 - a. Thanksgiving Break: 6:00 p.m. Friday November 16, 2018 through 9:00 a.m. Sunday, November 25, 2018.
 - b. Winter Break: 6:00 p.m. Friday, December 21, 2018 through 9:00 a.m. Friday January 18, 2019.
NOTE: Residents must vacate the residential community 24 hours after their last final exam or when the residence halls officially close, whichever comes first.
 - c. Spring Break: 6:00 p.m. Friday March 15, 2019 through 9:00 a.m. Sunday, March 24, 2019.
 - d. Summer Closure: 6:00 p.m. on Friday, May 17, 2019.
NOTE: Residents must vacate the residential community 24 hours after their last final exam or when the residence halls officially close, whichever comes first.
3. Meal service is not available through Sutter Dining or Sutter Café during break closures.
4. Although Licensee may leave personal belongings in their assigned room during this closure period, UH advises that Licensee remove valuable items from their room and secure elsewhere during breaks.
5. Unless Licensee resides in and is approved to stay at University Village or Konkow, no access will be allowed to their assigned space during winter break or any other school closures.

E. Community Assignments and Changes

1. UH reserves the right to assign space as needed, including administrative reassignments for department needs/interests. Students will be assigned by UH based on space availability and the student's indicated preferences on the housing application.
2. Where possible, UH will accommodate the Licensee's preferences.
3. Hall and room changes may only occur as directed by UH, or as requested by a Licensee and approved by UH.
4. Failure to move to a new room as directed by UH staff, or failure to accommodate room for a new roommate, are violations of the License Agreement.
5. During spring semester only, Licensee may have the option to "buy out" the open bed space if UH determines that occupancy demands permit, turning the room into a single room; this will depend on space and UH needs to accommodate other students, maximize space use, and/or perform facility-related projects.

F. Checking In and Out

1. Licensee must complete and sign a Room Condition Checklist upon moving into a UH assigned space, including after a room change. This must be returned to the community's front desk within 48 hours of occupancy.
2. When checking out of an UH assigned space, Licensee must return the room to the original configuration and condition; remove all personal property, clean their space, and return all keys. It is the Licensee's responsibility to follow proper check-out procedures (Licensee should check with their community's front desk for proper check-out procedures) – failure to do so may result in an improper check-out charge and lock replacement cost.
3. Licensee's meal plan will become invalid upon termination of License Agreement.

****V. AGREEMENT OF FEES****

- A. Exact balance due will be determined by final space assignment and meal plan selection. UH will publish Housing rates and meal plan costs at <http://www.csuchico.edu/housing/>.
- B. Payment Schedule
 1. All payments must be receipted to Licensee's account on or before published deadlines. Late payments will be assessed a late fee.
 2. If any financial aid/scholarship is awarded, and there are funds remaining after tuition fees are paid, these funds are applied toward other University debts on the resident's account such as housing installment payments. Licensee agrees to review account balance information regularly through their Portal Account and make payments on or before published due date.
- C. Payment Deferments (based on financial aid/scholarship award)
 1. A Housing payment deferment will allow the specific installment payment to be delayed based on approved financial aid funds that are scheduled to be disbursed to the Licensee's account. Please note that a housing payment deferment will not decrease the amount owed for room and board.
 2. A Licensee who is awarded a qualifying financial aid/scholarship award package may apply for a Housing Payment Deferment through the Housing Office. Approval for deferment will be based on total accepted award (not counting Federal Work Study). PLUS loans or VA benefits can only be counted if fully approved and documented.
 3. The accepted Financial Aid award amount must be enough to cover the cost of University tuition fees and amount of room and board fees which are due.
 4. Revisions or adjustments to the financial aid award package after approval of payment deferment may cause a shortage in covering total fees. The Licensee is responsible for paying any shortages that may occur each semester.
 5. If resident receives a Financial Aid disbursement prior to room and board charges being posted or paid, Licensee must utilize these or personal funds to pay for outstanding housing debts.

****VI. CANCELLATION and TERMINATION OF LICENSE AGREEMENT****

A. Unless a written notice of approval and/or license release is issued from UH, a student is expected to occupy the assigned room. Failure to take possession of the assigned space is not grounds for automatic cancellation of the housing license and/or to have associated charges reversed. A student must submit a written request to UH for exemption from the residency requirement or to be released from their housing license.

B. Approved Early License Release Request

1. If the request for Early License Release is granted by UH, the financial obligation to the Licensee may include:
 - a. Financial charges equivalent to forfeiture of the non-refundable first payment, if applicable a charge for early cancellation, and if applicable a daily prorated rate for dates of occupancy (see section VI.C.)
 - b. Prorated meal plan charges based on date of approved move out and/or meal plan usage.
2. Students who do not satisfy these charges will receive a “hold” placed on release of academic records and future enrollment at the University.

C. Cancellation Timeline

1. Cancellation by Licensee:
 - The Licensee will forfeit their \$300.00 initial housing payment upon cancellation.
2. **Cancellation by Licensee with less than 30-day notice:**

Licensee’s online request to cancel a University Housing reservation submitted less than 30 days prior to the start of the fee period (after July 22, 2018) may be honored:

 - If the University is able to identify a suitable student replacement for Licensee with no impact to overall University Housing system occupancy, Licensee will only forfeit their \$300.00 initial housing payment upon cancellation.
 - 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 online request is received by UH.
3. **Failure to provide notice prior to the fee period (no online cancellation and no show).**

If Licensee fails to submit an online request to cancel the reservation before the start of the fee period (August 22, 2018) and does not check-in to the assigned bed space, Licensee will be charged according to this License Agreement with a full 30-day notice fee.
4. **License Release After the Start of the 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 UH facilities on or after the beginning of the fee period is required to submit an online notice at least 30 days prior to the date the Licensee intends to vacate the facilities. If the online request is to vacate during the winter break recess stated in Section IV.D.2 and not to return in spring semester, the online request must be submitted on or before November 21, 2018, 30 days prior to the last day of the fall semester finals week. UH may exercise its discretion to grant or deny the request.

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 UH 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 online request is received by UH.

D. Early License Termination Standards

1. Conditions for consideration may include:
 - End of student status at the University;
 - University approved/sponsored academic commitment located off campus such as Study Abroad, student teaching, or required internship;
 - Marriage (copy of marriage certificate required);
 - Military Service (copy of military orders should be attached);
 - Unexpected Financial Hardship –unexpected situation that has occurred since signing license agreement. Approval is at discretion of UH; or
 - Medical – documentation must be provided
2. If the written request is to vacate during the fall fee period stated in Section I (b) and not to return in spring semester, the online request must be submitted on or before 30 days prior to the last day of the fall semester finals week.
3. UH may exercise its discretion to grant or deny the request. Such requests may be considered if one of the above circumstances exists and appropriate verification is provided.
4. Licensee is responsible for arranging and completing all necessary check-out procedures with appropriate UH staff.

E. Denied Early License Release Request

If the request for early license release is denied, the Licensee is responsible for paying all fees outlined in the License Agreement.

****VII. 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 subsection 41301, Title 5, California Code of Regulations.
- B. Failure of Licensee to maintain status as a student at the University. Residents must be enrolled and maintain enrollment in a minimum of six (6) units for eligibility to live in University housing.
- C. Licensee's breach of any term or condition of this License Agreement, appendices, or Community Responsibilities for University Housing Residents, including failure to pay required fees.
- D. In the event of University administrative necessity for license revocation (i.e. in rare cases of destruction or unavailability).

In the event of an occurrence described in subsections A, B, C, the University shall give Licensees not less than three (3) days' written notice; in the event of an occurrence described in subsection D, the University shall grant Licensees not less than fourteen (14) day notice except in cases of emergency.

****VIII. ABANDONMENT AND TERMINATION BY LICENSEE****

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

****IX. DESTRUCTION OR UNAVAILABILITY****

If Licensee's assigned space is destroyed or becomes unavailable as a result of conditions not reasonable foreseen when the space was assigned and UH is not able to find a replacement space, Licensee shall be entitled to a prorated refund of fees applicable to periods after Licensee was required to vacate UH 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 strike.

****X. 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. The University shall authorize refunds as provided for in Title 5, California Code of Regulations and the University Housing License Agreement. Resident should allow approximately two to three weeks after move out for the University to make adjustments and close out their account.

****XI. TREATMENT OF INDEBTNESS****

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:

- A. Imposition of a late fee in accordance with the fee schedule.
- B. Withholding of University services pursuant to subsection 42380, et seq., California Code of Regulations; Title 5; Division 5; Chapter 1; Subchapter 5; Article 11. This includes items such as availability of official transcripts and/or denial of registration.
- C. Offset of paychecks, loans, grants, or scholarship payable through the University, and/or income tax refunds or rebates.
- D. Revocation of the License Agreement/Eviction.
- E. Legal action to collect unpaid obligations.

****XII. STUDENT CONDUCT****

The provisions of Sections 41301 and 41302 of Title 5, California Code of Regulations, which relates to student conduct on campus, are applicable to the on-campus housing community. Licensees not in compliance with Community Responsibilities for University Housing Residents and Title 5 regulations may be subject to University disciplinary action and/or eviction from the housing communities. Eviction due to disciplinary action can result in the Licensee owing the amount due under the full fee period of the License Agreement.

****XIII. MAINTENANCE OF PREMISES****

- A. University will provide Licensee with furnishings to include XL twin bed, closet/wardrobe, storage drawers, study desk, and study chair. Licensee agrees to give reasonable care to their assigned 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, beyond normal wear and tear, will be billed to Licensee.
- B. Public areas and community bathroom facilities which are shared by residents on the floor will be maintained by the custodial and maintenance staff. Living areas and bathroom facilities which are located within the room or suite must be cleaned and maintained by the residents of the unit. The purchase of cleaning items, paper towels, and bath tissue are the responsibility of the resident(s) living in these suites.

- C. Licensee shall make no alteration or addition to the housing facility, structure, and/or furnishings without the permission of the University.
- D. Licensee agrees to be jointly responsible with other residents for the protection of the housing facility including furnishings and equipment. Cost for damage or loss of common area furnishings or equipment (unless assigned to specific individuals), may be divided among all members of the living community who have reasonable access to the common area.
- E. Security cameras are located in various UH public locations for the purpose of determining person(s) responsible for property damage(s). Licensee will be financially responsible for all property damage Licensee and/or their guest(s) causes, and may also be subject to student discipline.

****XIV. 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. While the staff will announce themselves before entering, these entries may be unscheduled.

****XV. VACATING UH FACILITIES****

Licensee shall vacate the housing facility no later than expiration of the license period or upon revocation of this License Agreement, whichever occurs first.

****XVI. INSURANCE****

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

****XVII. VISITORS AND GUESTS****

Licensee shall not permit visitors or guests to enter UH facilities except as specified in the Community Responsibilities for University Housing Residents. Licensee is responsible for the behavior of visitors and guests.

****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****

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.

****XX. 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.

****XXI. FOOD SERVICE – Sutter Residential Dining Program****

When a Licensee's assigned bed space in Esken, Lassen, Mechoopda, Shasta, Sutter, or 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 University Village and Konkow 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 I.A., all unused meals expire at the end of each semester. All meals and flex cash expire at 6:00 p.m. Friday May 17, 2019 or upon vacating the residence halls, whichever comes first.

Residential Meal Plan Details:

Total cost for the following plans is \$1760 per semester.

- 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

Total cost for the Mini plan is \$733 per semester.

University Village only: 64 Meals (4 Meals/week) + \$112 Flex Cash per semester

NOTE: Upgrades to a full meal plan are available upon request.

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 I.B.**. 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 Retail Dining Dollars (REDD \$) may be purchased at any time during each semester within the Fee Period at the Associated 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.
- a. Unauthorized destruction or damage to University property or other property in the University community.
- (12) 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.
- (13) Unauthorized recording, dissemination, or publication of academic presentations (including handwritten notes) for a commercial purpose.
- (14) 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, 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.
- (21) 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.
- (22) 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.

RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS

Activity: Blanket Release Form for Local University Housing (UH) Activities Including but not limited to: Yoga, Field Sport Activities and games (capture the flag, flag football, volleyball, basketball, soccer, dodge ball, tag); and other activities similar in nature. Color powder events. Use of art and craft supplies (hot glue gun, scissors, glitter, paper cutters, etc.) Cooking activities (BBQs, use of stove tops and ovens for food preparation, use of kitchen knives, etc.); activities similar in nature. Trips to local stores downtown for food, ice cream, etc. Trips to downtown Farmers' Market.

Activity Date(s) and Time(s): August, 2018 – May, 2019 (2018/2019 Academic Year)

Activity Location(s): CSU, Chico Campus and Surrounding Area

In consideration for being allowed to participate in this Activity, on behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue the State of California; the Trustees of The California State University; California State University, Chico; and their employees, officers, directors, volunteers and agents (collectively "University") from any and all claims, including claims of the University's negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

I am voluntarily participating in this Activity. I am aware of the risks associated with traveling to/from and participating in this Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.

I agree to hold the University harmless from any and all claims, including attorney's fees or damage to my personal property that may occur as a result of my participation in this Activity, including travel to, from and during the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am 18 years or older. I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the University, (c) and assuming all risks of participating in this Activity, including travel to, from and during the Activity.

I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Participant Name:

Student ID:

Since Participant is under 18 years of age, the parent or legal guardian of _____, is agreeing to the following:

I am the parent or legal guardian of the Participant. I understand the legal consequences of signing this document, including (a) releasing the University from all liability on my and the Participant's behalf, (b) promising not to sue on my and the Participant's behalf, (c) and assuming all risks of the Participant's participation in this Activity, including travel to, from and during the Activity. I allow Participant to participate in this activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Enter your Student ID number to sign the Revised License Agreement and Release of Liability. By entering your ID number here, you are agreeing to the Revised License Agreement and Waiver of Liability.

Signature: