

California Polytechnic State University
Housing License Agreement
LICENSE TERMS AND CONDITIONS - 2018 – 2019
CONTINUING STUDENT ADDENDUM

1) OCCUPANCY.

- a. Excludes Winter Break. This License does NOT grant Licensee permission to occupy the assigned living unit during the academic break between fall and winter quarters, 5 p.m. December 15, 2018 thru 12 noon January 5, 2019 (Winter Break). Students requiring occupancy during the winter break period, sign a separate Winter Break Housing License, pay an additional housing fee, and must be housed in winter break determined housing. A charge for recovery costs for related and appropriate operating expenses will be assessed to any resident who has not vacated by the 5 p.m. Saturday, December 15, 2018 deadline.
- b. Assignment. Licensee assigns self, self and roommates (if applicable), or the University assigns Licensee and roommates to a specific apartment on the basis of information provided on the application.

2) CANCELLATION.

- a. General Information. Cancellation of the License is authorized only for reasons approved by University Housing. When approved, Cancellation provides that the Licensee will not be responsible for further payments under the License, except for any applicable Cancellation Fees and non-refundable fees due from Licensee, as set forth herein.
 - i. THE FEE PERIOD BEGINS THE DAY BEFORE UNIVERSITY HOUSING OPENS.
(The License Term begins the day identified on the license.)
 - ii. All cancellation requests require a written request to University Housing, regardless of the reason for the cancellation, and may be subject to a Cancellation Fee and loss of the nonrefundable initial payment.
 1. In the case of a Licensee who is under 18 years of age, request for termination of the License shall be accompanied by the written consent of the parent or legal guardian.
 2. Cancellation requests to other University agents or departments are not acceptable notice and will not be substituted.
 - iii. Licensee may have to pay fees to University Housing for cancellation of the License after the Fee Period commencement and will forfeit any nonrefundable initial payments.
 - iv. The cancellation notification will be considered the date the written cancellation request, with appropriate supporting documentation, is received by University Housing.
 - v. Any request for exceptions to the cancel policy need to be submitted in writing to University Housing.
- b. Cancellation by Licensee for any reason, if at least 30 days **prior** to the Fee Period. (Fee Period begins the day before University Housing opens). The Licensee may CANCEL a License for the living unit for any reason less any Cancellation Fees or non-refundable fees by giving written notice to University Housing at least thirty (30) days prior to the beginning of the Fee Period.

- c. Cancellation by Licensee **prior** to the Fee Period, but with **less than 30 days'** notice.
- i. If the cancellation request is received by University Housing less than 30 days prior to the beginning of the Fee Period, University Housing may grant or deny the request based on the following standards:
 1. Admission denied.
 - a. If the Licensee is not admitted to the University and gives written notification to the Executive Director of University Housing or designee within one week of student's notification of denied admission by the University Admissions Office, then no Cancellation Fee is due except for non-refundable initial payment.
 2. End of student status.
 3. Marriage or registered domestic partnership.
 4. Hardship/Medical.
 - a. The definition of hardship/medical as used in this License is any occurrence in which the student is withdrawing from the University.
 5. University academic program requirements.
 - a. This includes International Study programs, Co-op, Internship, Cal Poly Lofts, or Ag Housing assignments.
 - ii. If the request is granted, the Licensee may be subject to fees for University Housing, based on the pro rata charge for the number of days less than the 30-day period as of the date written notification is received by University Housing and forfeits any non-refundable fees paid.
- d. Cancellation by Licensee **after** the beginning of the Fee Period. (Fee Period begins the day before University Housing opens).
- i. The Licensee must provide a written request to University Housing to cancel the License for the living unit with at least 30 days' notice of Licensee's intention to vacate and the reason therefore.
 - ii. The University may grant or deny the request to vacate as submitted on the following standards, with appropriate verification:
 1. Admission denied.
 - a. If the Licensee is not admitted to the University and gives written notification to University Housing within one week of student's notification of denied admission by the University Admissions Office, then no Cancellation Fee is due except for the non-refundable initial payment
 2. End of student status.
 3. Marriage or registered domestic partnership.
 4. Hardship/Medical.
 - a. The definition of hardship/medical as used in this License is any occurrence in which the student is withdrawing from the University.
 5. University academic program requirements.
 - a. This includes International Study programs, Co-op, Internship, Cal Poly Lofts, or Ag Housing assignments

- iii. If the request is granted, the Licensee will be subject to fees for University Housing based on the pro rata charge for the number of days of occupancy, plus an additional charge for the number of days the notification period provided is less than the 30 day period as well as forfeits any non-refundable fees paid.
- iv. Refunds will not be pro-rated for approved move outs during the last week of classes or finals week at the end of each quarter.

3) DINING PLANS.

- a. Dining plans are optional for continuing students
- b. Dining Plan Schedule. Dining plans will be available for use beginning September 12, 2018 and ending on June 16, 2019. During the academic year, dining plan access coincides with the Housing occupancy dates with the exception of the Thanksgiving academic holiday break the week of November 18-24, 2018. Location availability and dining plan access will be limited during this and other academic breaks. This is factored into the cost of the dining plan. Please refer to www.calpolydining.com for the most current information on all dining locations and hours.
- c. PolyCard Access. Dining plans are accessed through the magnetic strip on the back of the PolyCard. Students must present the PolyCard at the cash registers to make purchases with their dining plan. It is the student's responsibility to acquire the PolyCard at Poly Card Services in order to access their dining plan. The Poly Card Services office is located in Building 46, Room 100 on the Cal Poly campus, (805) 756-2614, polycard@calpoly.edu.
- d. Dining Plan. The dining plan available to the Licensee is based on the Licensee choosing from one of three different dining plans. Included in the cost of all dining plans are declining balance funds for food purchases at Campus Dining locations. Meal credits are included on certain plans.
 - i. Declining balance funds are used to purchase food and beverages at Campus Dining locations. Declining balance funds may also be used to purchase kitchen supplies and sundries, and personal products at Campus Dining locations, including stores and markets. Declining balance funds are allocated at the beginning of each quarter and rollover to the next quarter if unused. Declining balance funds remaining at the end of the spring quarter are forfeited.
 - ii. Meal credits may be redeemed at locations specified by Campus Dining. Meal offerings will be determined by Campus Dining and may be subject to change. Meal credits remaining at the end of each Quarter are forfeited.
- e. No Transfer or Unauthorized Use. The Licensee's dining plan is not transferable. The value of the dining plan may not be resold, assigned, transferred, or used by anyone else. The price reduction at 805 Kitchen is limited to purchases for consumption by the Licensee only. Assisting unauthorized persons to use your PolyCard is in violation of the terms and conditions of the License. Unauthorized use of a PolyCard or a dining plan or tampering with or altering

the PolyCard is a violation of this License and may warrant confiscation and possible disciplinary action by the University, a fine, and possible forfeiture of value expended.

- f. Conduct. Students are enrolled for educational pursuits and the expectation is that their conduct will preserve an atmosphere of learning. Any Student whose conduct or behavior in or about food service venues is disruptive or in violation of law or university regulations may be subject to university disciplinary action, and revocation of the dining plan portion of the License.
- g. Dietary Restrictions. If the Licensee has any dietary restrictions due to food allergies, food intolerances, and/or other dietary concerns, please review the dining areas and food options available through the dining plan program at <http://calpolydining.com>. The Licensee can determine if there are any concerns that the Licensee's dietary needs can be met prior to submitting the Licensee's initial payment registration for the Housing and Dining License, and can first seek clarification from Campus Dining. For assistance in reviewing any dietary concerns, please contact Campus Dining at (805) 756-5939 or e-mail campusdining@calpoly.edu for further assistance.
- h. Changes in Dining Plan. The Licensee selects a dining plan at the time the Licensee registers for Housing. Changes to the dining plan will only be allowed during the Fall Quarter between November 1, 2018 and December 6, 2018 and will be effective at the commencement of the winter quarter. Notice of any refunds or change in the fees will be sent to the University Student Accounts Office, and will be subject to that office's policies regarding refunds and changes in fees. (See Appendix A: Payment Schedule and Provisions §5 Refunds.) There is a \$25 Administrative Fee for changing of dining plans.
- i. Dining Plan charges and billing. The Licensee is required to pay for the dining plan for which the Licensee is billed within the specified time, even if the Licensee later changes the dining plan. Separate charges or credits resulting from such changes will appear on the Licensee's account after each change. The Licensee is obligated to pay any additional costs related to any changes in the Licensee's dining plan, these changes will be applied to the Licensee's University Student Account balance.
- j. Electronic Communications. By agreeing to this License, the Licensee consents to receive electronic communications relating to the dining plan and campus food services. The Licensee may unsubscribe from receiving electronic communications by contacting Campus Dining Customer Service at (805) 756-5939 or campusdining@calpoly.edu
- k. Administrative Policy. Cal Poly Corporation (CPC) may from time to time, at its sole discretion and without notice, implement new policies and procedures necessary for the effective administration of the collective Dining Plan(s). New policies and/or procedural changes shall not in any way modify material terms, vested rights, or dispute resolution procedures for disputes already in progress.
- l. Resolution of Disputed Claims. Disputed claims between CPC and Licensee, for which prompt written notice has been given followed by adequate supporting data within a reasonable time, shall be settled by an informal conference to meet and confer for settlement of the issues in

dispute. The Licensee agrees that CPC shall have ultimate authority to determine final resolution.

- m. By voluntarily enrolling in a Dining Plan, you are agreeing to participate in the Campus Dining Plan Program and are financially responsible. Dining Plans may only be canceled following release from University Housing pursuant to Section 3 of this Agreement. It is the intent that all students residing within University Housing facilities who enroll in an optional Dining Plan, maintain such plan for the duration of their residency unless released pursuant to Section 3. ~~To cancel, you must complete and submit a Dining Plan Cancellation Request form to The Campus Dining Office. All cancellations must be submitted in writing, verbal cancellations are not valid. Campus Dining must be able to verify that you have been released by University Housing.~~ Not using your meal plan card is not the same as a cancellation. You are still responsible for the payments whether you use your card or not. Upon release, refunds will be issued in accordance with the Refunds and Credits Policy provided in Section 5.

APPENDIX A: PAYMENT SCHEDULE AND PROVISIONS 2018-2019

1) PAYMENTS.

a) Fee Schedule and Due Dates (*All prices are proposed, subject to change and Executive Order & Board Approval).

Housing Fees*			
		Apartment Single Bedroom	Apartment Double Bedroom
Total Amount due per Plan <small>(excludes payment plan fees)</small>		\$9,747*	\$9,229*
Housing Payment Plan* <small>(Includes a \$21 Installment payment enrollment fee)</small>			
INITIAL HOUSING PAYMENT	Due Dates		
	1 st come/1 st served	\$500	\$500
FULL BALANCE PAYMENT	Balance of fees owed Due August 4-15, 2018 <small>(excludes payment plan fees)</small>	\$9,247	\$8,729
INSTALLMENT PAYMENTS <small>(if balance is not paid in full by Aug. 15, 2018, students are automatically enrolled in Installment Payment Plans)</small>	September 1, 2018	\$1158.50	\$1093.75
	October 1, 2018	\$1158.50	\$1093.75
	November 1, 2018	\$1158.50	\$1093.75
	December 1, 2018	\$1158.50	\$1093.75
	January 1, 2019	\$1158.50	\$1093.75
	February 1, 2019	\$1158.50	\$1093.75
	March 1, 2019	\$1158.50	\$1093.75
	April 1, 2019	\$1158.50	\$1093.75

Continuing Student Dining Plans				
		Mustang Freedom Plan	Mustang 120 Plan	Mustang 80 Plan
Declining balance per year		\$3,001	\$300	\$300

Meals per quarter	All declining balance	120	80
Total amount due per plan (excludes payment plan fees)	\$3,001	\$2,731	\$1,951

		Dining Payment Plan (includes a \$21 installment payment enrollment fee)		
INSTALLMENT PAYMENTS <i>(If balance is not paid in full by Aug. 15, 2018, students are automatically enrolled in installment payment plans)</i>	September 1, 2018	\$377.75	\$344.00	\$246.50
	October 1, 2018	\$377.75	\$344.00	\$246.50
	November 1, 2018	\$377.75	\$344.00	\$246.50
	December 1, 2018	\$377.75	\$344.00	\$246.50
	January 1, 2019	\$377.75	\$344.00	\$246.50
	February 1, 2019	\$377.75	\$344.00	\$246.50
	March 1, 2019	\$377.75	\$344.00	\$246.50
	April 1, 2019	\$377.75	\$344.00	\$246.50

Note: Housing fees vary depending on which housing facility and living unit to which Licensee is assigned (i.e., a single or double room). Dining Plans are optional, and fees vary depending on the plan selected.

- b) Payment Plan. The payment schedules listed above represent typical Payment Plans for students assigned to the specified room types. Actual payment amounts may vary for reasons including, but not limited to, changing room type after enrollment in the Payment Plan, assessment of late fees resulting from late payments, and/or adjusted move-in dates.
- c) Currency. All payments due are in US Dollars.
- d) Fees exclude Winter Break Housing. Winter Break Housing is offered to students needing to stay anytime between 5 p.m., December 15, 2018 to 12 noon, January 5, 2019. The fee for Winter Break Housing is approximately \$825*. Please contact University Housing at (805)756-1226 for Winter Break housing arrangements.

2) HOUSING AND DINING PLAN FEES.

- a) Separate Payments and Payment Plans. Licensee may select to either pay in full during the specified time period or be automatically enrolled in Payment Plans, unless the Licensee qualifies to have fees paid by Financial Aid.
- b) Full Payment or Payment Plan. Payments in full can only be made from August 4 to August 15, 2018. If the Licensee does not pay in full during that time period, then Licensee will automatically be enrolled in Payment Plans for payments for Housing fees and if applicable Dining fees. Licensee will be charged a \$21 fee for the Payment Plan(s) in which Licensee is enrolled. All Payment Plan payments must be paid in full by the scheduled payment due dates. Failure to pay any payment by the scheduled due date may result in a late payment fee being charged to the Licensee's student account, and/or a financial hold being placed on the Licensee's student account, which can prohibit registration or release of transcripts.

- c) No Invoices. Individual bills are not sent to Licensee for any payments due, including the payment date for the full balance due or payments. Licensee is responsible for making timely payments. A Late Fee of \$25 will be charged for any payments received after the due dates.

3) PAYMENT METHODS.

- a) Financial Aid. Licensee can elect Financial Aid be applied to housing fees if Licensee expects to accept enough Financial Aid to cover the total amount of registration and tuition and Housing fees. Licensee will then indicate that Financial Aid will be making the payment(s) for the Housing fees in the online housing application.
- i) Financial Aid can include certain types of student loans and/or grants (excluding Federal Work-Study) or general scholarships.
 - ii) Please refer to the guide “Using Financial Aid to Pay Housing and Meals” to determine the amount of Financial Aid that you will need to accept.
http://www.afd.calpoly.edu/Student_Accounts/financial_aid_defer.asp?pid=1
 - iii) If payment by Financial Aid is elected and the Licensee’s accepted amount of Financial Aid is later found to be insufficient to pay all registration, tuition, and Housing fees in full (in that order, for the entire academic year), the Licensee will be notified, will be automatically enrolled in Payment Plan, and must provide the appropriate insufficient payment for the initial payment due, as well as the September 1st installment, or any other installments or payments due prior to the date of determination, or the Licensee will be responsible for Late Fees. The Licensee remains responsible for all payments due by the due date(s), either in full or as elected through the Payment Plan.
- b) Online. Payments may be made online from the Money Matters tab in the Licensee’s Cal Poly Portal or at http://www.afd.calpoly.edu/student_accounts/online_payments.asp. Online payments can be made with either eCheck (with no added convenience fee) or credit card (with an added 2.75% convenience fee). Online payments received after 5:00 pm will be recorded as paid the following business day. If there are any problems making a payment online, contact the University Student Accounts Office at (805) 756-1428 or by email to studentaccounts@calpoly.edu
- c) At Cashier. Payments may be made at the University State Cashier, Administration Building 01, Room 131E, (8:30 a.m. to 4:30 p.m., Monday through Friday).
- d) Checks. Payment by check/money order should be made payable to “Cal Poly” for the amounts due, and indicate the student Empl_ID, and the fees to which the check is to be applied. Mailed payments are recorded as received. Please allow a minimum of 10 days for mailing. University is not responsible for payments that are lost, late, misdirected, mutilated, or delayed. All payments must be in US Dollars and no checks are accepted for funds drawn from a non-US bank.

4) SPECIAL FEES.

- a) \$35 Returned eCheck/check fee. If a check or eCheck payment is returned for any reason, including an erroneously entered financial institution account number, the Licensee may be liable

for the amount of the check plus a returned check fee of \$35, plus any applicable Late Fee(s). Most Money Market Accounts and Lines of Credit do NOT allow eCheck transactions, and use of an invalid financial institution account may result in the \$35 dishonored eCheck charge. This fee will be added to the Licensee's student account balance and will be due immediately.

- b) Credit card payments with 2.75% Convenience Fee. A 2.75% Convenience Fee will be added to all payments made by credit card. This fee will be due at the time of credit card payment and is non-refundable.
- c) \$21 Payment Plan fee. If the Licensee is automatically enrolled in a Payment Plan for the Housing fee and if applicable Dining fees a Payment Plan service fee of \$21 is due per plan. This fee is charged at the time of enrollment in the Payment Plan(s) and a portion of the fee is added to each monthly payment.
- d) \$25 Late Fees. Licensee agrees to pay a Late Fee of \$25 if any payment is not received by the scheduled payment due date. Late charges will be assessed for each month the student account remains delinquent, which may include Late Fees or charges from a previous month. This fee will be applied to the outstanding balance, and if the Licensee is enrolled in the Payment Plan, the fee will be prorated throughout the remaining payment schedule.
 - i) Returned eChecks or insufficient Financial Aid for payment may result in a Late Fee being assessed.
 - ii) Cancellation requests made before or after a payment are due (but not timely paid by Licensee) are also subject to Late Fees, even if the cancellation is later approved. Cancellation request reviews may take 4-6 weeks to process.

5) REFUNDS AND CREDITS

- a) University Housing. The University shall authorize refunds only as provided for in Title 5, California Code of Regulations, this License, and campus policy. The University shall refund all money collected in excess of Licensee's obligations as soon as reasonably possible.
- b) Campus Dining. If the Licensee has elected a dining plan, unspent declining balance funds as of the refund date will be credited to the Licensee's account per Section 5(d) of this document. **Bonus declining balance funds are non-refundable and funds will be deducted from the credit.** Meal credits will be prorated based on housing days per quarter and refunded or charged per Section 5(d) of this document. A \$25 cancellation fee will be applied to the Licensee's account. The refund date is the date of official withdrawal from the University, the date of the written completed cancellation form to University Housing, or the last date of use of the Dining Plan, whichever is later. If the Licensee cancels the License prior to Licensee move in or the start of the Fee Period, and prior to use of any declining balance funds, all Dining Plan fees will be credited to the Licensee's account, less a \$25 cancellation Fee.
- c) Fees not refunded. Convenience, Payment Plan, Returned Check and Late fees will not be refunded. Where applicable, non-refundable fees will not be refunded.
- d) Refunds and Changes in Fees processed by University Student Accounts Office.
 - i) Notice of any refunds or change in the fees to a Licensee will be sent by University

Housing as approved by the respective office(s), to the University Student Accounts Office for processing through the Licensee's student account.

- ii) Any refunds or fee changes submitted to the Licensee's student account will be subject to University refund, disbursement, and business hold policies, as authorized per §41802 and Title 5 of the California Code of Regulations and other applicable law. Refunds deposited to a Licensee's student account will first be applied to repay any funds due to federal, state, institutional or external sources that were conditioned on the Licensee's enrollment. The Licensee agrees that the balance of any Refunds will be carried as a credit balance on the Licensee's student account, unless the Licensee requests disbursement of the credit balance. Credits held in a Licensee's student account will be applied to any outstanding charges for University services on the Licensee's student account, with application to the oldest charges first, then to more recent charges. The Licensee may submit a disbursement request to the Student Accounts Office per its policies. This Refund process also applies to a Licensee who is no longer registered as a student at University.
http://afd.calpoly.edu/Student_Accounts/fee_refund_policy.asp

- e) Refund deadline. No Refund under this License shall be made for any reason after the beginning of the last week of classes of the Spring Quarter.

6) NO INTEREST. No interest or other earnings will be credited to the Licensee's student account.