This Freshman Student Housing and Dining License Agreement (“License”) - (consisting of this License Terms and Conditions, Appendix A: Payment Schedule and Provisions, the License Signature Page, and all documents referenced) therein is entered into between the Trustees of the California State University by California Polytechnic State University (“University”) and the Licensee executing this License.

1) LICENSE TERM. This License is for the entire License Term, which is the entire 2016 - 2017 academic year of fall, winter and spring quarters, or the balance thereof.

2) CONSIDERATION; AGREEMENT TO PAY FEES. In consideration for the right to occupy an assigned bed space in a living unit within a housing facility at the University and receive access to food service, Licensee agrees to make payments to the University as set forth in the payment schedule (See Appendix A: Payment Schedule and Provisions) and in accordance with this License for the Dining Plan and assigned living unit for Housing fees and Dining Plan fees. This License includes the Dining Plan for the Licensee. The University collects the Dining Plan fees on behalf of Campus Dining, a unit of the Cal Poly Corporation, which is the University’s food service provider.

3) OCCUPANCY. The University hereby grants to Licensee permission to occupy a living unit within a student housing facility as a Licensee for the FEE PERIOD beginning September 17, 2016 and ending June 18, 2017, unless sooner terminated under the provisions of this License.

a) Occupancy Periods. Fall quarter occupancy begins at 8am, Saturday, September 17, 2016 and ends at 12noon, Saturday, December 17, 2016 (Winter quarter break is 12noon, December 17. 2016 until 12noon, January 7, 2017). Winter quarter occupancy begins at 12noon, Saturday, January 7, 2017, and ends Saturday, April 1, 2017. Spring quarter occupancy begins at 3pm, Sunday, April 2, 2017, and ends at 12 noon, Sunday, June 18, 2017.

b) 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. University Housing is closed during this break from 12 noon, December 17, 2016, until 12:00 noon, January 7, 2017. A fee will be charged to any Licensee who has not vacated by the December 17th, 12:00 noon deadline. (See Appendix A: Payment Schedule and Provisions). Students needing occupancy during the winter break period need to sign a separate Winter Break Housing License, pay an additional housing fee, and be housed in the Cerro Vista Apartments.

c) Delay in Delivery. The University shall not be liable for any delay in the delivery of possession of premises. The Licensee’s obligation to make payments shall commence upon the University’s delivery of possession.

d) Assignment. Specific assignment of a space shall be made by the University, and may be changed from time to time.

i) The University assigns living units and roommates on the basis of availability and information provided on the Licensees’ applications, without regard to race, religion, sexual orientation, national origin or disability. The University does not guarantee specific living units or roommates. The University shall have the right to reassign the Licensee to a different living unit or Residence Hall without the consent of the Licensee prior to or during the term of the License. The Licensee agrees to accept assigned roommate(s). If there is an increased need for housing space on campus, it may be necessary to modify the design of the living community areas to maximize living spaces. No Licensee shall cohabit with a person other than their assigned roommate(s); Licensee shall not permit any other person to occupy their living unit.

ii) In the event that one of the occupants moves out of Licensee’s room, University Housing reserves the right to assign a new roommate(s) or to reassign the remaining Licensee(s) to another living unit in order to consolidate space. A Licensee may be offered the opportunity to occupy a living unit at a different housing rate.

e) No Transfer. This License shall not be transferred, assigned, or subleased. The Licensee may not transfer to any other University Housing space without first obtaining the express written permission of University Housing.
does not imply that permission will be granted. Any transfers taking place without the express written permission of University Housing will be seen as void and may result in the Licensee returning to his/her original living unit and facing disciplinary action as well as be subject to administrative fees. Instructions and regulations for room changes are outlined in the “University Housing Resident Handbook”.

f) License only. It is understood and agreed by the Licensee and University that no lease or any other interest in real property is created by this License. This License is only for the use of a bed space within a living unit assigned to the Licensee for a limited time.

4) LICENSEE REQUIREMENTS
a) State Regulations. This License is subject to the regulations contained in Title 5 California Code of Regulations, §§42000-42024, as amended from time to time. A copy of these regulations is available at the University Housing website: http://www.housing.calpoly.edu. The University reserves the right to use California Code of Regulation section 41301, or other applicable administrative or legal remedy to address violations of the terms and conditions contained in this License.

b) Other University Rules. The Licensee agrees to comply with and abide by all terms and conditions and any subsequent amendments of this License and all University policies, regulations, procedures, and guidelines stated in the “University Housing Resident Handbook” (as applicable), the University’s Student Code of Conduct, the Campus Dining rules, including the Dining Plan Handbook, and all other University rules and regulations governing the conduct of students, as amended from time to time. The “University Housing Resident Handbook” may be accessed at the Housing website at http://www.housing.calpoly.edu.

c) Student Status. Licensee must maintain status as a student registered at Cal Poly with a minimum of nine (9) Cal Poly quarter units. If the Licensee fails to enroll in a minimum of nine (9) units, or drops below the minimum unit requirement after the beginning of the academic fee period, the University may, at its sole option and discretion, revoke this License in accordance with the provisions herein.
   i) Exception requests must be submitted in writing to the University Housing Executive Director for approval. Dropping below the nine (9) unit minimum is not considered a standard for Cancellation and will not release the Licensee from paying any housing related fees.

d) Required Meningococcal Response Filing. All students licensed to live on campus must have a Meningococcal Response form on file prior to assuming occupancy. This requirement is met during the online housing application. (See http://www.hcs.calpoly.edu/content/health/mentingitis for additional information about meningitis)

e) Required Dining Plan. All students living in on-campus Residence Halls and entering first-year freshmen living in Apartment facilities are required to have a Dining Plan for the entire academic year.

f) ID Card. Licensee must present his or her student University ID card (“PolyCard”) or government issued picture identification when requested for access to the housing facilities and for use of the Dining Plan. Presenting fabricated, falsified, or misrepresentative ID; permitting others to use any licensee’s PolyCard for the purpose of improperly gaining access to Residence Halls, rooms, Apartments, Dining Plans, use of equipment, or any other University service or facility is prohibited.

g) No Oral Agreements or Modifications.
   i) No modification of this License shall be effective unless given in writing by an authorized representative of University Housing with thirty (30 days’ written notice.
   ii) To avoid any misunderstanding concerning the License, the Licensee is advised that University or Campus Dining staff do not enter into any oral agreements, nor make or rely on any oral representation concerning the License. The entire License is expressed in writing and the License supersedes any understanding by the Licensee that may have been communicated verbally or by writing outside the License. Neither the Licensee nor University may rely on any oral agreement or representation or any understanding of fact or law that is not expressed in writing.

5) ENHANCEMENT OF EDUCATIONAL EXPERIENCE
a) The University shall maintain a professional staff to work with students to develop a community experience within the housing facilities to enhance students’ educational experiences. The University shall provide opportunity for
input by the Licensee into the development of a mature, responsible, and respectful community. University Housing shall be operated to enhance the social, cultural, educational, and recreational opportunities available to Licensee.

b) The Licensee agrees to recognize the importance of maintaining the housing facility as an environment which is conducive for fellow students to study, live, and sleep in the housing facility. While in the housing facility, the Licensee agrees to not disturb this environment.

6) ALCOHOL, DRUGS AND WEAPONS
a) Licensees are required to be knowledgeable about and to follow the alcohol, drug and weapon policies, as defined in the License and the “University Housing Resident Handbook”. Violations will result in disciplinary action and may result in revocation of this License, with no refund of the License fees or cancellation of the License payment obligations.

i) Possession, distribution, consumption, or being under the influence of alcoholic beverages, vaporized alcohol, or beverages advertised as nonalcoholic substitutes is prohibited as are containers which originally held any of the previously mentioned substances. The inability to exercise care for one’s own safety or the safety of others as a result of alcohol consumption is a violation of the alcohol policy “University Housing Resident Handbook”.

ii) The University is governed by State and Federal laws that pertain to use, sale, and possession of drugs. Being under the influence, unlawful possession, use, or distribution of drugs is prohibited. The use of prescribed drugs or over-the-counter drugs are to follow State and Federal laws. The use of prescribed drugs or over-the-counter drugs in an abusive manner is prohibited. Drug paraphernalia is prohibited in and around University Housing; Any drug and/or drug paraphernalia will be disposed of by the proper authority. All California State University campuses do NOT recognize medical marijuana (215) cards.

iii) Weapons are prohibited on campus. No Licensee shall possess or discharge any weapon, including firearms (including licensee and guests who possess concealed weapons permits), BB guns, sling shots, pellet guns, airsoft guns, paint guns, ammunition, fireworks, explosives, archery equipment, or any other material or instrument that poses an unreasonable risk of damage or injury, in or around the housing facilities. Knives (other than kitchen knives) are prohibited “University Housing Resident Handbook”.

7) MAINTENANCE OF PREMISES AND LIABILITY
a) The University shall provide Licensee with a living unit and furnishings. Pre-existing conditions are to be noted on the Room/Apartment Condition Inventory by Licensee upon move-in.

b) The Licensee agrees to give reasonable care to their living unit and its furnishings and to make payment for any damage or loss promptly upon demand by the University, including if the living unit is found in an unsanitary or hazardous condition.

c) Licensee agrees to be jointly responsible with the other Licensees in his or her living unit, if individual liability cannot be determined, for his or her living unit including, but not limited to, damage or loss of furnishings, equipment, fixtures, and structures.

d) Licensee agrees to be jointly responsible with the other Licensees who have access to common areas if individual liability cannot be determined, for the common areas for the living unit, including, but not limited to, damage or loss of furnishings, equipment, fixtures, and structures.

e) The Licensee shall vacate the living unit in good order and repair, normal and reasonable wear and tear excepted. In the event the Licensee fails to maintain the living unit in good order and repair, Licensee shall pay University the reasonable costs incurred in returning the living unit to a condition of good order and repair. Additional charges shall be assessed to Licensee for extraordinary cleaning or damages.

f) The Licensee shall make no alteration or structural change to the living unit or any part of the housing facility or furnishings without prior written permission of University Housing. Damage or unapproved alterations to the interior or exterior of any housing facilities, including the grounds, is also prohibited.

g) The Licensee shall not possess any flammable material, candles, firearms, ammunition, fireworks, explosives, dangerous weapons, or any other material or instrument which, in the opinion of the University, poses an unreasonable risk of damage or injury.
8) INSURANCE  
   a) During the period covered by this License, it is highly recommended that the Licensee obtain health and accident 
   insurance, on either an individual or group basis, to include coverage for hospital benefits, medical benefits, surgical 
   benefits, emergency outpatient benefits, ambulance and/or medical transportation services. Please be advised, the 
   University does not cover or assume medical expenses or liability for students. Students interested in obtaining 
   medical insurance through the CSU Domestic Student Health Plan can view information at 
   http://www.csuhealthlink.com (under Cal Poly San Luis Obispo, domestic students, brochure) or call Cal Poly’s 
   Health Services at (805) 756-1211. 

   b) The University shall not be held liable, and does not assume liability, for Licensee’s damage of University property 
   or any personal belongings or property during the term of this License, when the Licensee is not in occupancy, or 
   after the License term has expired, for loss, damage, flood, fire, or theft of personal property or the Licensee’s cause 
   of damage to University property from any cause whatsoever including, but not limited to, that caused by the act or 
   omission of any third party, or by any criminal act or activity, war, riot, insurrection, fire, flood, earthquake, act of 
   God, or nature. Therefore, the University recommends that Licensees obtain personal and/or rental insurance to 
   include personal liability for damage to University property. The California State University System has partnered 
   with GradGuard™ Renters Insurance to offer this coverage to all CSU students. Enrollment is available through the 
   Cal Poly Housing Application.

9) WAIVER OF LIABILITY  
   a) Personal property left in the Licensee’s living unit after expiration, revocation, abandonment or cancellation of this 
   License will be disposed of in accordance with applicable state law. The University is hereby relieved of any 
   liability for personal property left on the premises. For details, see http://www.calstate.edu / Policy # 3250.01.

   b) The University assumes no liability for injuries, loss, or damage, including death, due to Licensee, other licensee, or 
   third party use of on-campus housing living units, housing facilities (rooms, apartments, etc.); including, but not 
   limited to, kitchens, recreational equipment, and elevators.

10) RIGHT OF ENTRY  
   a) The University shall have the right to enter the premises occupied by the Licensee 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 the Licensee’s right to be free from 
   unreasonable searches and intrusions into study or privacy.

   b) University personnel, including those contracted by the University, may enter the Licensee’s living unit as allowed 
   by law and during normal working hours for cleaning, inventory, repairs, service and quarterly inspections or as 
   deemed necessary by the University. The University shall give the Licensee reasonable notice of intent to enter said 
   living unit, except 
   i) in cases of emergency or building evacuation, 
   ii) abandonment of the living unit by either the Licensee or Licensee’s roommates, 
   iii) the Licensee consents at the time of entry and for the reasons stated in this provision, or 
   iv) utility maintenance (e.g. electrical, plumbing, etc.)

   c) The Licensee agrees to waive any notice requirement and allow entry into the Licensee’s living unit during normal 
   working hours when the Licensee or Licensee’s roommates have requested service; notice is only waived for the 
   purpose of the requested service. Licensee will be responsible for safeguarding his/her belongings.

11) 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 due from Licensee, as set forth herein. 
   i) THE FEE PERIOD BEGINS THE DAY UNIVERSITY HOUSING OPENS, AS SET FORTH IN SECTION 3 
   OF THIS LICENSE AGREEMENT; 
   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.
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) Any cancellation request for this License automatically includes consideration of both the occupancy rights and the Dining Plan requirement, unless otherwise agreed by University and Campus Dining.

iv) Licensee may have to pay fees to both University Housing and Campus Dining for cancellation of the License after the Fee Period commencement.

v) The cancellation notification will be considered the date the written cancellation request, with appropriate supporting documentation, is received by 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, including the Dining Plan, for any reason without any Cancellation 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 within one week of student’s notification of denied admission by the University Admissions Office, then no Cancellation Fee is due.

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 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 the notice is less than the 30-day period as of the date written notification is received by University Housing and a Cancellation Fee by Campus Dining.

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’s Administration Office to cancel the License for the living unit, including the Dining Plan, 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 the Executive Director of University Housing within one week of student’s notification of denied admission by the University Admissions Office, then no cancellation fee is due.

2) End of student status;

3) Marriage or registered domestic partnership during the License period.

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 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 additional processing fees and pro rata charges by Campus Dining for the number of days since the commencement of the Fee Period for meals.
12) JUDICIAL SYSTEM
   a) The University Housing judicial system coordinates with the University’s Office for Student Rights and Responsibilities, the University Police Department, and other University offices as appropriate.

   b) If a Licensee allegedly violates a University policy or a condition of this License that is also a violation of the Student Conduct Code and/or state/federal laws, the matter will be adjudicated by the University Housing Judicial Process, the Office of Student Rights & Responsibilities, and/or referred to the University Police Department, as appropriate and as determined by the University. More information regarding the Student Conduct Code and Student Conduct process may be viewed at http://www.osrr.calpoly.edu. (See also Sections §§41301 and 41302 of Title 5 of the California Code of Regulations, and CSU Executive Order 1098.)

   c) In support of maintaining University Housing’s Standards of Community (Section 19, Paragraph H), during the course of a judicial/administrative and/or police investigation alleging sexual misconduct, stalking, threats, or violence, University Housing retains the right to change, either temporarily or permanently, a resident’s housing assignment.

   d) In accordance with the “University Housing Resident Handbook” and the Student Code of Conduct, and policies set forth in the Dining Plan Handbook, misconduct or failure to adhere to applicable University policies may result in permanent removal of a Licensee from some or all food service venues.

13) REVOCATION OF LICENSE
   a) The University may revoke this License upon the following conditions:
      i) Student Discipline, Article 2, as listed in Sections §§ 41301 and 41302 of Title 5 of the California Code of Regulations, and CSU Executive Order 1098.
      ii) Immediate Removal from Campus, pending student discipline proceedings, as listed in Sections §§41301 and 41302 of Title 5 of the California Code of Regulations, and CSU Executive Order 1098.
      iii) To protect the personal safety of the Licensee or others, or property and to insure the maintenance of order.
      iv) Failure of Licensee to maintain status as a student at University.
      v) Licensee’s breach of any term or condition of this License, including failure to pay required fees, or
      vi) Administrative necessity of University.

   b) The University shall provide Licensee not less than three (3) days’ written notice in the event of an occurrence as described above, Subsections 13.a. (i), (iv) and (v), and not less than fourteen (14) days’ written notice in the event of an occurrence as described in the above Subsection 13.a. (vi), except in cases of emergency or to ensure the immediate safety of persons or property, and/or avoid disruption of programs, as determined by the University. (Subsections 13.a. (ii) and (iii)), which may result in immediate removal from housing. (Note Title 5, California Code of Regulations §42019.)

   c) Revocation of this License due to Licensee conduct is not considered a standard for cancellation and thus will not release the Licensee from paying any outstanding Housing or Dining related fees including meals, damage charges, etc.

   d) Revocation of the License by University for other reasons may qualify as a basis for Cancellation.

14) ABANDONMENT BY LICENSEE OR TERMINATION BY UNIVERSITY HOUSING
    Except as permitted in Section 11, cancellation or termination of this License by University or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due the University.

15) VACATING THE HOUSING FACILITY
    a) Licensee shall vacate the housing facility on the expiration of the License Term, or upon termination, cancellation or revocation of this License, whichever occurs first.

    b) When vacating the housing facility, the Licensee shall remove all personal property, leave the assigned living unit in a clean and orderly condition to avoid cleaning fees, and return room keys, and Access Card, as instructed to avoid
re-keying charges of $75 for room keys or $10 for Access Card. Licensees vacating after the required date and time will be assessed a late charge and charged for recovery costs of related and appropriate expenses.

16) DESTRUCTION OR UNAVAILABILITY
   a) In the event that bed space or common areas are destroyed or become unavailable as the result of conditions not reasonably foreseen at the time this License is made, Licensee shall be entitled to a pro rata refund of any fees applicable to periods after Licensee was required to vacate. The University shall not be held responsible or liable for the Licensee’s accommodation if an assigned space is rendered uninhabitable due to circumstances beyond the reasonable control of the University, including but not limited to Acts of Nature.
   i) Act of Nature conditions include, but are not limited to, damage caused by floods, slides, fire, earthquake, other natural disasters, wildlife and vandalism; civil disorder; compliance with state or federal law; unanticipated interruption of basic services; a drop in the rate of cancellations not reasonably foreseen by University, if such a drop results in an overbooking of available housing facilities. The University also reserves the right to make special room assignments to accommodate those conditions.

17) REFUNDS OR FEE CHANGES. See Appendix A: Payment Schedule and Provisions §5 Refunds.

18) TREATMENT OF INDEBTEDNESS
   a) Failure of Licensee to satisfy the financial obligations of this License may result in the following:
      i) Imposition of late fees, in accordance with the fee schedule
      ii) Suspension of Dining Plan services, without compensation
      iii) Revocation of the License
      iv) Eviction
      v) Withholding of University services pursuant to Title 5, California Code of Regulations §§42380-42381, which includes, but is not limited to, withholding official transcripts, denial of registration, and/or withholding of services and use of facilities
      vi) Offset of paychecks, loans, grants, or scholarships payable through the University, and/or State income tax refunds or rebates
      vii) Notice of default to credit bureau organizations
      viii) Payment for costs for attorney fees and other reasonable collection costs and charges accrued during the collection of said amounts
      ix) Legal action to collect unpaid obligations.
   b) By signing this License, Licensee agrees that the Housing and Dining Plan fees are an extension of credit for living expenses and are considered to be an educational debt.

19) HOUSING REGULATIONS
   a) Additional Housing Terms. The “University Housing Resident Handbook” contains additional regulations, rules and details related to the respective housing facilities applicable to licensees that reside in the respective housing facility and are available online at http://www.housing.calpoly.edu. The provisions of Sections 41301 and 41302 of Title 5 of the California Code of Regulation, which relates to student conduct on campus, are applicable to the on-campus University housing system. A copy of these regulations is available online at the CSU Chancellor’s Office, http://www.calstate.edu, and is posted on the University’s official bulletin board in the Administration Building.
   b) Noise. Because the on-campus housing facilities are student communities, it is important to acknowledge and respect the rights and needs of others. This is especially true in reference to sound. All Cal Poly residential communities operate under continuous 24-hour Courtesy Hours, meaning that regardless of the time of day, any amplified sound or activity loud enough to be heard outside a room should be curtailed. All Licensees agree to observe courtesy hours as stated in the “University Housing Resident Handbook” THE RIGHT TO QUIET SUPERSEDES THE RIGHT TO MAKE NOISE.
   c) Smoke-Free Environment. Smoking of any substance and/or use of any smoking paraphernalia (including e-cigarettes) is prohibited throughout the University Housing system at Cal Poly. This includes, but is not limited to, smoking in all student rooms, community/common areas, walkways, halls, hall lounges, laundry rooms, and recreation areas. As per State codes and University policy, smoking is only permitted in designated smoking areas.
   d) Maintenance of Premises.
i) The Licensee shall not attach any object to the premises by nails, hooks, or screws. Blue Masking tape is recommended for hanging of posters. Unapproved alterations of the housing facilities or grounds are prohibited.

ii) The Licensee shall not bring or maintain any water bed or personal furniture on the premises.

iii) Gym or exercise equipment is not allowed in any on-campus housing units (e.g., Pull bars, dance equipment, etc.)

iv) Remodeling, painting, or renovation of any room or furniture is not permitted without the prior written consent of the Executive Director of University Housing. Bumper stickers and decals are prohibited on doors, walls, and furniture due to the permanent markings caused when used. Closet doors, screens, beds, desks, etc., cannot be removed and/or taken from the room. Boards placed across the tops of bookcases are prohibited.

v) Per Fire Regulations, all electrical devices must have surge protection.

vi) See the “University Housing Resident Handbook” for more comprehensive maintenance guidelines.

e) Keys and Access Cards. All Licensees are issued a key and Access Card to the hall/building to which they are assigned at the time they check into their assigned hall/building. Each Licensee is responsible for his or her own key and Access Card, and under no circumstances are they to be duplicated or loaned to another individual. The lock core is changed whenever a key is lost or stolen. The charge for a room lock change is $75.00. The cost for a replacement Access Card is $10.00.

f) Storage. Continuing Licensees may leave their personal possessions in their rooms or, with approval and based on availability, in a University designated storage area during holidays and periods between quarters; however, the University assumes no liability for personal belongings. They are left at the risk of the Licensee.

g) Visitors and Guests. Licensees are responsible and accountable at all times for their own actions as well as the actions of their guests and visitors. Harassment and aggressive behavior is not permitted. The Licensee shall permit no visitors or guests to enter the housing facility except as permitted by the Guest Policy as outlined in the “University Housing Resident Handbook” and the following policy: Licensees are responsible for their own behavior at all times. An overnight guest must have the approval of the hosting Licensee’s roommate(s) and the Resident/Community Advisor. Licensees shall register all overnight guests at their hall’s front desk. Any unapproved guest will be required to leave. For approved guests, there is no charge for the first two days of housing facility use per calendar month. A $10 guest fee is charged for each day of such use in excess of two days per calendar month. No guest may stay in housing for more than two days per month without payment of guest fees. Guests without prior approval are charged a $20 guest fee for each day of use. No guest may stay longer than four nights per month.

h) Minor Guests. Residents requesting a minor guest(s) stay in University Housing may do so only with the prior consent of the minor’s parent or legal guardian. Applications for minor guest visits are subject to the approval of the Director of Residential Life and Education or designee. Guidelines, the Minor Guest Application form and additional information can be found at http://www.housing.calpoly.edu (Policies link). Please note:

- Prior to visiting, all minor guests must have their parent/legal guardian complete the Minor Guest Application
- Minor guests must be in the company of their Cal Poly resident host at all times
- Minor guests under the age of 15 years old must be accompanied at all times by a parent/legal guardian while in University Housing.

Cal Poly, University Housing, assumes no supervisory responsibilities for any minor during the visitation period.

i) Standards of Community. Students who live in University Housing are expected to maintain a high level of responsibility, maturity, and accountability for their actions. When Licensees agree to this License to live on campus, they agree to live by the policies and community standards of the University Housing community. Licensees are expected to respect the rights and privacy of other Licensees and adhere to all Federal and State laws and University regulations. Physical or verbal abuse or harassment against any member of the University Housing community is prohibited. Professional and paraprofessional residential staff are authorized to represent the University in or around University facilities. All Licensees are required to cooperate with them in the performance of their duties. Failure to do so may result in disciplinary actions through the judiciary process as outlined in “University Housing Resident Handbook”

j) Fire. The Licensee shall take reasonable care to prevent damage to the premises by fire or other causes. No open fires, personal barbecues, hibachis, camp stoves, dangerous chemicals, (e.g., gasoline, cleaning solvents, etc.) are
permitted in or around on-campus housing which includes the Residence Halls and Apartments. This includes “Sterno” type devices. Burning incense is prohibited. **Candles are not permitted.** Fire drills are conducted on a quarterly basis and licensee is expected to evacuate the building as required.

k) **Animals.** Licensees shall not bring or keep any animal in or around University Housing other than fish in aquariums.
   i) No Licensee shall maintain an aquarium larger than five gallons in capacity or ten gallons for two Licensees. The University is not responsible for the loss or damage of personal property.
   ii) The feeding harboring or possessing of any animal in or around any on-campus housing facility is not allowed.
   iii) No “visiting” pets are allowed in or around any on-campus housing facility.
   iv) Students needing assistance animals are required to be registered through Cal Poly’s Disability Resource Center and University Housing, have written approval by University Housing, and to complete the required “University Housing’s On-Campus Animal Policy.” Contact University Housing’s Administration Office for more information and required documents.
   v) Students who have sensitivities regarding animals living in close quarters should indicate so during the on-line housing application process. University Housing will determine the best housing placement.

l) **Cohabitation.** No Licensee shall cohabit with a person other than their assigned roommate(s). Licensee shall not permit any other person to occupy their space.

m) **Personal and/or Community Care.** Each Licensee is responsible for managing their personal care which includes; but is not limited to, appropriate personal hygiene, mental health, management of medical conditions or illnesses, and/or health-related personal needs. Licensees who inappropriately handle or dispose of biohazards including; but not limited to, medical syringes, blood and other body fluids, may be considered in violation of the personal care policy (as outlined in the “University Housing Resident Handbook”) and charged for repair or cleaning. Licensees are expected to behave in a manner that is consistent with the safety and well-being of others. Licensees may be held responsible for any action (or inaction) which is deemed to potentially endanger others within the community.

n) **Cooking and Refrigerators.** Cooking is not permitted in or around University Housing except in designated areas. These areas include and are limited to lobby kitchens and microwave units located on floor corridors or kitchens in individual Apartments. These cooking privileges are in conjunction with rules established by the Community Council in each hall. Students are not allowed to have microwave units. Hot plates and electric skillets, toasters, blenders, room heaters, air conditioners, freestanding freezer units of any size, and similar appliances, as well as items referenced in the “University Housing Resident Handbook” are not permitted in Residence Hall rooms.
   i) University Housing provides one mini-refrigerator in each Residence Hall room. The mini-refrigerator has a small freezer. The mini-refrigerator’s exterior dimensions are approximately 33” tall, 18” wide, and 20” deep (total interior volume is 2.9 cu.ft.)
   ii) Please Note: No additional refrigerators or freezers of any size are allowed in Residence Hall rooms or Apartments.
   iii) Rooms in the North Mountain Halls are provided with a mini-refrigerator/microwave.
   iv) Students living in on-campus Apartments are not allowed to have personal refrigerators. Standard refrigerator / freezer units are provided in Apartment kitchens.
   v) Students with medical needs requiring additional refrigeration space need to contact University Housing’s Administration Office.
   vi) Mini-refrigerators must be kept in an open space affording ventilation; therefore, placement in closets is unacceptable.
   vii) Mini-refrigerators must be cleaned out for the winter break (December 17, 2016, through January 7, 2017).

o) **Raised furniture.** Lofts, raised beds, or the use of other bed structural modifications; such as, PVC, cinderblocks, metal pipes, etc., are not allowed in living units.

p) **University Furniture.** All University-owned furniture must be maintained in its assigned room or area. Misuse or abuse of furniture, equipment, and buildings is prohibited. Licensees are not allowed to bring personal furniture into any Housing facility.

q) **Fire doors/equipment.** Licensees must keep outside doors locked and fire safety equipment operational. Propping doors open and tampering with security and fire equipment is prohibited and a violation of State and Federal laws.
r) **Operating a Business.** The operation of any personal or outside business utilizing housing facilities or resources is not allowed.

s) **Gambling.** Illegal gambling anywhere on State property is prohibited (e.g., activities played for money, checks, credit or other representative value).

t) **No access sites.** Unauthorized presence on rooftops, ledges or areas marked for restricted access in any housing facility is prohibited.

u) **Additional locks.** The installation of any door or area locks other than those provided by University Housing is prohibited.

v) **Network Usage.** Network authentication is required prior to campus computer log-in. Unauthorized use, tampering with, or damage to, any part of the computer network connectivity system and/or violation of policies as stated in the University’s “Responsible Use Policy” and/or University Housing’s “ResNet Use Guidelines” located at the Housing website ([http://www.housing.calpoly.edu](http://www.housing.calpoly.edu)) is prohibited. Violations may result in permanent loss of computer network connectivity privileges to the Cal Poly network and possible revocation of this License (see License Terms and Conditions §11- Revocation of License.) Violations may also result in a violation of the Student Conduct Code, as described in Sections §§41301 and 41302 of Title 5 of the California Code of Regulations, and CSU Executive Order 1098.

20) **CONDITIONS, DISCLOSURES, AND COMPLIANCE**

a) Licensee shall avoid contact or exposure to conditions that may be considered hazardous. The Licensee is hereby notified that on-campus housing, which includes the Residence Halls, Cerro Vista Apartments, Poly Canyon Village Apartments and general surroundings, may contain conditions or equipment that may pose a risk to the Licensee. University Housing staff will take reasonable steps to insure that all hazardous areas are secured or posted with appropriate warning signs. These conditions may include, but are not limited to, electrical substations, high voltage transmission lines, electrical transformers, or mechanical equipment.

b) Licensee may encounter building conditions or materials within or surrounding the physical living environment that may be considered hazardous. Licensee shall minimize contact, exposure and report unsafe conditions. These conditions and materials may include, but are not limited to asbestos, lead, mold, cleaning chemicals, moist conditions or pesticides. The University maintains trained personnel to assist in the identification and response to hazardous conditions and materials. The University maintains written records of identified hazardous materials and their locations or uses.

c) On-campus housing complexes are in proximity to an electrical substation and overhead high voltage transmission wires. While not conclusive, scientific controversy exists over possible health effects associated with exposure to electromagnetic fields from electrical sources such as transmission lines and substations. This area is fenced and clearly marked with warning signage. Licensee is to avoid any contact and not enter this area at any time. For additional details on hazards or conditions that may exist within the University community, please contact the University Housing Services Office at (805) 756-1587 or the University Risk Management Office at (805) 756-6755. See the “University Housing Resident Handbook” for further details.

d) The Licensee has the responsibility to notify University Housing of any issues regarding maintenance, repairs, bug infestation, health conditions, etc.

e) **Government Data Collection.** University Housing is required to participate in federal and state government data collection/census processes. This can occur at any time throughout the year and Licensees may be asked periodically to participate in these processes.

f) **Megan’s Law Notification.** Pursuant to Penal Code §290.46, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [http://www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Offenders are required by law to register with local law enforcement agencies. University Housing works closely with University Police on all criminal matters. For more information on Megan’s law, please visit UPD’s website at [http://www.afd.calpoly.edu/POLICE](http://www.afd.calpoly.edu/POLICE).
g) Clery Act. The Campus Security Report and the Campus Fire Safety Report can be found at [http://www.afd.calpoly.edu/Police](http://www.afd.calpoly.edu/Police). University Housing works closely with University Police in providing data and other reporting information.

21) DINING PLANS

a) **Dining Plan Schedule.** Plu$ Dollars (declining balance funds) will be available for use beginning September 16, 2016, and ending on June 18, 2017. Meals for Week Of Welcome (WOW) attendees are part of the Dining Plan but include only the meals scheduled by WOW administration and at the designated meal times and specific venues on campus; this limitation of venues and times is necessary to support timely, expeditious and orderly meals for this large group. WOW meals begin with Dinner on September 18, 2016, and end with lunch on September 24, 2016. During the academic year, Dining venue schedules coincide with the Housing occupancy dates outlined in Section 3 (a) and (b) of this Housing/Dining License Agreement.

b) **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 purchase goods with the Dining Plan. It is the student’s responsibility to acquire the PolyCard at Poly Card Services before using the 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.

c) **Dining Plans.** A Dining Plan is available to Licensee based on the Licensee's assigned living unit (residence hall or apartment). Making up your Dining Plan cost are (1) meals during Week Of Welcome (WOW), (2) Base Operational Expense to run the All-You-Care-To-Eat facility, and (3) Plu$ Dollars for food purchases at designated Dining locations.

i. Plu$ Dollars are a dollar for dollar declining balance account that may be used to purchase food and beverages at designated Dining locations. Plu$ Dollars are allocated at the beginning of each quarter, and unused Plu$ Dollars roll over to the next quarter. Plu$ Dollars remaining at the end of the Spring Quarter are forfeited.

ii. Plu$ Dollars are for the purchase of food items only at designated Dining locations. Plu$ Dollars are not allowed for purchases of gift cards, apparel or any non-food items.

iii. Base Operational Expense contributes to operational business costs of 19 Metro Station, the All-You-Care-To-Eat facility, such as labor costs of staff and students, utilities, supplies, uniforms, smallwares, equipment, repairs, marketing, debt service and capital expenses. As these costs are paid for as a part of the dining plan, the entry price to the All-You-Care-To-Eat facility is reduced for entry and food for Licensees.

d) **No Transfer or Unauthorized Use.** Licensee's Dining Plan is not transferable. The value and the Dining Plan may not be resold, assigned, transferred, or used by anyone else. The price reduction at the All-You-Care-To-Eat facility 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.

e) **Special Dietary Restrictions.** A Dining Plan is mandatory for all freshmen living on campus and is non-refundable. If Licensee has any dietary restrictions due to food allergies, food intolerances, and/or other dietary restrictions, please review the dining areas and food options available through the Dining Plan program. After reviewing the program and food options, the Licensee can determine whether their dietary needs can be met prior to submitting their initial payment registration for the Housing and Dining License. Please contact Campus Dining at (805) 756-5939 or e-mail [campusdining@calpoly.edu](mailto:campusdining@calpoly.edu) to outline the food options available in the meal plan venues for further assistance.

f) **Changes in Dining Plan due to moving from Residence Hall to Apartment.** Licensee will be required to elect in writing to maintain the Residence Hall Dining Plan or change to the Apartment Dining Plan at the time Licensee completes a Housing move request form. Changes to the Dining Plan will be effective at the commencement of the next 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 no Administrative Fee for changing from Residence Hall to Apartment Dining Plan.

g) **Changes in Dining Plan due to moving from Apartment to Residence Hall.** Licensee will be required to elect in writing to change to the Residence Hall Dining Plan at the time Licensee completes a Housing move request form.
Licensee is required to purchase a Residence Hall Plan and will be obligated to pay all additional costs of that Residence Hall Dining Plan. Changes to the Dining Plan will be effective at the commencement of the next 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 no Administrative Fee for changing from Apartment to Residence Hall Dining Plan.

h) **Dining Plan charges and billing.** You are required to pay for the Dining Plan for which you are billed within the specified time, even if you later change your meal plan. Separate charges or credits resulting from such changes will appear on your account after each change. Licensee is obligated to pay the additional costs related to any changes in the Licensee's Dining Plan, which will be added to the Licensee's University Student Account balance.

i) **Additional Dining Plan Terms.** The Dining Plan Handbook contains additional provisions and details of these Dining Plans at [http://www.calpolydining.com](http://www.calpolydining.com).

j) **Electronic Communications.** By agreeing to this License, the Licensee consents to receive 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.

22) **GENERAL PROVISIONS**

a) **Non-Waiver.** The waiver of any breach of a term or condition of this License shall not constitute a waiver of any subsequent breach.

b) **Taxable Possessory Interest.** It is the position of the University that this License does not create a taxable possessory interest in real property. However, pursuant to Revenue and Taxation Code §107.6, the Licensee is hereby notified that a taxing authority may take a contrary view and may assess the Licensee property taxes based on Licensee’s interest in this License.

c) **Indemnification.** Licensee shall indemnify, defend, and hold harmless the State of California, Trustees of California State University, California State University, California Polytechnic State University, Cal Poly Corporation, and their officers, agents, affiliates, auxiliaries, and employees (“Indemnified Parties”) from any and all claims arising from Licensee’s (or Licensee’s guests/invitees’) use or occupancy, including acts that are improper, illegal, or violate this License, that may be suffered or incurred as a result of the activities or omissions of Licensee (or Licensee’s guests/invitees), provided, however, that any such loss, damage or liability did not arise from the gross negligent conduct or intentional wrongful conduct of the Indemnified Parties.

d) **Records.** Licensee should print and maintain a copy of the “Freshman Student Housing and Dining License Agreement,” which includes the License Signature Page, these License Terms and Conditions, Appendix A: Payment Schedule and Provisions, and the other documents referenced therein, including the “University Housing Resident Handbook” and the Dining Plan Handbook, for his or her personal records.