

**California Polytechnic State University**  
**Housing License Agreement**  
**LICENSE TERMS AND CONDITIONS - 2018 – 2019**  
**FRESHMEN 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, 12 noon, 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 12 noon Saturday, December 15, 2018 deadline.
- b) Assignment. Specific assignment of a space shall be made by the University, and may be changed from time to time. The University assigns living units and roommates on the basis of availability and information provided on the Licensees' application.

**2) LICENSEE REQUIREMENTS. Required Dining Plan.** All entering first-year freshmen living in campus housing are required to have a Dining Plan for the entire academic year.

**3) REFUNDS OR FEE CHANGES.** University shall authorize refunds only as provided for in Title 5 of the *California Code of Regulation* (and the Housing Facility Regulations). See Appendix A: Payment Schedule and Provisions.

**4) CANCELLATION.**

- a) 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 without any Cancellation Fees by giving written notice to University Housing at least thirty (30) days prior to the beginning of the Fee Period.
- b) 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, 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.

## 5) HOUSING REGULATIONS.

a) 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. 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) No additional refrigerators or freezers of any size are allowed in campus housing.

iii) Rooms in the North Mountain Halls are provided with a mini-refrigerator/microwave.

iv) Students with medical needs requiring additional refrigeration space need to contact University Housing's Administration Office.

v) Mini-refrigerators must be kept in an open space affording ventilation; therefore, placement in closets is unacceptable.

vi) Mini-refrigerators must be cleaned out for the winter break (December 15, 2018, through January 5, 2019).

## 6) DINING PLANS.

a) Dining Plan Schedule. Dining plans will be available for use beginning September 12, 2018 and ending on June 16, 2019. Meals scheduled during the University-sponsored Week of Welcome (WOW) are included in the dining plan and available at the WOW designated meal times and specific venues on campus. During the academic year, dining plan access coincides with the Housing occupancy dates defined in the 2018-19 License Agreement of the Freshmen Student Housing and Dining License Agreement and Section 1(a) of this Housing/Dining License Agreement/Freshmen Addendum, 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](http://www.calpolydining.com) for the most current information on all dining locations and hours.

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 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](mailto:polycard@calpoly.edu).

- c) Dining Plans. Three different dining plans are available to the Licensees. The Licensee will be required to select a dining plan at the time the Licensee registers for Housing. Included in the cost of all dining plans are (1) meals during Week of Welcome (WOW), (2) Base cost, (3) Declining balance funds for food purchases at Campus Dining locations, and (4) Meal credits on certain plans.
- i) WOW meals are provided during Cal Poly's WOW orientation program that is held prior to the start of Fall Quarter.
  - ii) The base cost of \$785 included in the dining plan price spreads the non-food operating and overhead costs, including equipment, facilities maintenance, and equipment replacements for Campus Dining locations across all students on dining plans. The Licensees benefit from a reduced price at 805 Kitchen and meal credits provide a higher value to the student than if they were using cash for the same purchases
  - iii) 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.
  - iv) 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.
- d) No Transfer or Unauthorized Use. 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.
- e) 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.
- f) Dietary restrictions. Note that a dining plan is mandatory for all freshmen living on campus. 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](mailto:campusdining@calpoly.edu) for further assistance.

- g) Changes in Dining Plan. 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.
- h) 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.
- i) 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](mailto:campusdining@calpoly.edu).
- j) 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.
- k) Resolution of Disputed Claims. Disputed claims between CPC and the 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

**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			
ResHall Double Room	ResHall Triple Room	ytt Double Room	ytt Quad Room

<b>Total Amount due per Plan</b> <small>(excludes payment plan fees)</small>	\$8,259	\$7,847	\$9,085	<b>\$7,847</b>
---	---------	---------	---------	----------------

		Due Dates			
<b>INITIAL HOUSING PAYMENT</b>	1 <sup>st</sup> come/1 <sup>st</sup> served	\$500	\$500	\$500	\$500
		<b>Balance of fees owed due</b> August 4-15, 2018 <small>(excludes payment plan fees)</small>			
<b>FULL BALANCE PAYMENT</b>		\$7,759	\$7,347	\$8,585	<b>\$7,347</b>

Housing Payment Plan <small>(Includes a \$21 Installment payment enrollment fee)</small>					
---	--	--	--	--	--

<b>INSTALLMENT PAYMENTS</b> <small>(if balance is not paid in full by Aug. 15, 2018, students are automatically enrolled in Installment Payment Plans)</small>	September 1, 2018	\$972.50	\$921.00	\$1075.75	<b>\$921.00</b>
	October 1, 2018	\$972.50	\$921.00	\$1075.75	<b>\$921.00</b>
	November 1, 2018	\$972.50	\$921.00	\$1075.75	<b>\$921.00</b>
	December 1, 2018	\$972.50	\$921.00	\$1075.75	<b>\$921.00</b>
	January 1, 2019	\$972.50	\$921.00	\$1075.75	<b>\$921.00</b>
	February 1, 2019	\$972.50	\$921.00	\$1075.75	<b>\$921.00</b>
	March 1, 2019	\$972.50	\$921.00	\$1075.75	<b>\$921.00</b>
	April 1, 2019	\$972.50	\$921.00	\$1075.75	<b>\$921.00</b>

Dining Plan Fees			
	All-Flex	Mustang 180 Plan	Mustang 150 Plan

Declining balance per year	\$4,552	\$525	\$849
Meals per quarter	All declining balance	180	150
WOW	\$200	\$200	\$200
Base cost	\$785	\$785	\$785
Total amount due per plan <small>(excludes payment plan fees)</small>	\$5,537	\$5,161	\$4,985
Initial Dining Payment	\$1,000	\$1,000	\$1,000
<b>Full balance payment due August 4-15, 2018</b>	<b>\$4,537</b>	<b>\$4,161</b>	<b>\$3,985</b>

		Dining Payment Plan <i>(Includes a \$21 installment payment enrollment fee)</i>		
<b>INSTALLMENT PAYMENTS</b> <i>(if balance is not paid in full by Aug. 15, 2018, students are automatically enrolled in Installment Payment Plans)</i>	September 1, 2018	\$569.75	\$522.75	\$500.75
	October 1, 2018	\$569.75	\$522.75	\$500.75
	November 1, 2018	\$569.75	\$522.75	\$500.75
	December 1, 2018	\$569.75	\$522.75	\$500.75
	January 1, 2019	\$569.75	\$522.75	\$500.75
	February 1, 2019	\$569.75	\$522.75	\$500.75
	March 1, 2019	\$569.75	\$522.75	\$500.75
	April 1, 2019	\$569.75	\$522.75	\$500.75

Note: Housing fees vary depending on which housing facility, living unit to which Licensee is assigned (i.e., a double or triple room in a Residence Hall or double or quad room in ytt). Dining plan 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 12 noon, 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. The initial payment for the Housing and Dining Plan fees is a combined payment for both the services. The Housing fees and Dining Plan fees are to be paid separately by Licensee, but with the same payment options for both. Licensee may select to either pay in full during the specified time period or be automatically enrolled in Payment Plans for each fee, unless the Licensee qualifies to have one or both plans paid in full 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 and/or Dining fees. Licensee will be charged a \$21 fee for each Payment Plan in which Licensee is enrolled (up to a total of \$42 for enrollment in both Payment Plans). 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 and 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 and dining fees if Licensee expects to accept enough Financial Aid to cover the total amount of registration and tuition, Housing and Dining Plan fees. Licensee will then indicate that Financial Aid will be making the payment(s) for the Housing and/or Dining Plan 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](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, Housing and/or Dining Plan fees(s) in full (in that order, for the entire academic year), the Licensee will be notified, will be automatically enrolled in Payment Plan(s), and must provide the appropriate insufficient payment for the initial payment due, as well as the September 1<sup>st</sup> 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](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](mailto: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 fees, and/or the Dining Plan fees, a Payment Plan service fee of \$21 is due for each enrolled Payment 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(s), the fee will be prorated throughout the remaining payment schedule.
  - i) Returned eChecks or insufficient Financial Aid for payment of the Dining Plan may result in a Late Fee being assessed.
  - ii) Cancellation requests made before or after a payment are due (but not paid by due date) are also subject to Late Fees, even if the cancellation is later approved. Cancellation request reviews may take 4-6 weeks to process.
- e) Cancellation / Processing Fees. A Cancellation Fee of \$25 may be charged by Campus Dining in accordance with License Terms and Conditions.

#### 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. Commencing with the Licensee's move in to Housing, or the beginning of the fee period as defined in the 2018-19 License of the Freshmen Student Housing and Dining License Agreement, Campus Dining will not refund the base cost or the Week of Welcome (WOW) meal cost upon cancellation of the License. Unspent declining balance funds as of refund date will be credited to the Licensee's account per Section 5(d) of this document. Meal credits will be prorated based on housing days per quarter and refunded or charged per Section 5(d) of this Addendum. 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 the 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.
  - 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 and/or Campus Dining, 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](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.