

California Polytechnic State University
Housing License Agreement
LICENSE TERMS AND CONDITIONS - 2019 – 2020
CONTINUING STUDENT ADDENDUM

1) OCCUPANCY.

- a) Occupancy Periods. Fall quarter occupancy begins 8am, Monday, September 16, 2019 and ends at 5pm, Saturday, December 14, 2019 (Winter quarter break is 5pm, December 14, 2019 until 12noon January 4, 2020). Winter quarter occupancy begins at 12noon January 4, 2020 and ends Saturday, March 28, 2020. Spring quarter occupancy for new Spring residents begins at 3pm Sunday, March 29, 2020, and for all residents Spring quarter occupancy ends 24 hours after the Licensee's last final exam; and in no case, later than 5pm on Sunday, June 14, 2020.
- 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, 5 p.m. December 14, 2019 thru 12 noon January 4, 2020 (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 14, 2019 deadline.
- c) 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 and processed, 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.

APPENDIX A: PAYMENT SCHEDULE AND PROVISIONS 2019-2020

1) HOUSING FEES & PAYMENTS.

Payment Schedule:

Academic Year Housing Fees*	
Apartment Single Bedroom	Apartment Double Bedroom

Academic Year Amount	\$10,581	\$10,017
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Quarterly & Monthly Housing Fees*		
TOTAL FALL 2019 Charges	\$3,753	\$3,552
Installment Due Dates:		
9/1/2019	\$1,251	\$1,184
(9/1 AMOUNT IF \$500 INITIAL PYMT MADE)	\$751	\$684
10/1/2019	\$1,251	\$1,184
11/1/2019	\$1,251	\$1,184
TOTAL WINTER 2020 Charges	\$3,582	\$3,393
12/1/2019	\$1,194	\$1,131
1/1/2020	\$1,194	\$1,131
2/1/2020	\$1,194	\$1,131
TOTAL SPRING 2020 Charges	\$3,246	\$3,072
3/1/2020	\$1,082	\$1,024
4/1/2020	\$1,082	\$1,024
5/1/2020	\$1,082	\$1,024
TOTAL ACADEMIC YEAR	\$10,581	\$10,017

- a) Fees and Due Dates – Housing fees vary depending on which housing facility and living unit to which Licensee is assigned (i.e., a single or double room). *All fees are proposed, subject to change and Executive Order & Board Approval. Due dates will be available when fees are posted.
- b) Currency. All payments due are in US Dollars.
- c) Fees exclude Winter Break Housing. Winter Break Housing is offered to students needing to stay anytime between 5 p.m., December 14, 2019 to 12 noon, January 4, 2020. The fee for Winter Break Housing is approximately \$885*. Please select Winter Break housing during the online application and contact University Housing at (805)756-1226 for Winter Break housing

arrangements. The Winter Break Housing location is determined by the number of residents needing it and is subject to change from year to year.

- d) Fees and Payments. For 2019-20, charges for all students will be posted for each quarter and can be paid in full or by meeting monthly installment dates as applicable.
- e) No Invoices. Individual bills are not sent to Licensee for any payments due, including the payment date for the full balance due or payments. Students can view amounts due on their portal. Licensee is responsible for making timely payments. A Late Fee of \$25 may be charged for any payments received after the due dates.

2) PAYMENT METHODS

- a) Financial Aid. Financial Aid may be applied directly to housing fees if Licensee accepts enough Financial Aid to first cover all registration and tuition charges.
 - i. Financial Aid can only be applied to charges in the quarter for which that aid is disbursed. Financial Aid for winter quarter cannot be applied to charges for fall quarter or vice versa.
 - ii. Qualified Financial Aid can include certain types of student loans, grants and/or many scholarships but does not include Federal Work-Study.
 - iii. Once Disbursable Qualified Financial Aid is exhausted, the Licensee will be responsible for any and all payments due by the due date(s) for that quarter's charges which may also be subject to Late Fees.
- 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, using cash or check, 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). Credit card payments are not accepted.
- d) Checks by mail. 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.

3) 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 – Licensee agrees to pay a Payment Plan fee of \$21 if payment for all charges posted is not received in full by the Full Payment Due Date.
- 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.
 - 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.

4) 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) Fees not refunded. Convenience, Payment Plan, Returned Check and Late fees will not be refunded. Where applicable, non-refundable fees will not be refunded.
- c) 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

d) 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.

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