

California Polytechnic State University
Housing and Dining License Agreement
LICENSE TERMS AND CONDITIONS - 2019 – 2020
FIRST-YEAR STUDENT ADDENDUM

1) OCCUPANCY

- a) Occupancy Periods. Fall quarter occupancy begins 8am, Saturday, September 14, 2019 and ends at 12noon, Saturday, December 14, 2019 (Winter quarter break is December 14, 2019 until 12noon, Saturday, January 4, 2020). Winter quarter occupancy begins at 12noon, Saturday, 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, 12noon. December 14, 2019 until 12noon 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 12noon, 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 living unit on the basis of availability and information provided on the application.

2) LICENSEE REQUIREMENTS

- a) Required Dining Plan. All entering first-years living in campus housing are required to have a Dining Plan for the entire academic year.

3) REFUNDS OR FEE CHANGES

- a) 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 2019-2020.

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 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.
- 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.
- c) 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.
 - (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.
- d) 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.

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 14, 2019, through January 4, 2020).

6) DINING PLANS

- a) Dining Required. All entering first-year students living in campus housing are required to have a Dining Plan for the entire academic year.
- b) Dining Plan Schedule. Dining plans will be available for use beginning September 14, 2019 and ending on June 14, 2020.
 - i. 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.
 - ii. During the academic year, dining plan access coincides with the Housing occupancy dates defined in the 2019-20 License Agreement of the First-Year Student Housing and Dining License Agreement and Section 1(a) of this Housing/Dining License Agreement/First-Year Addendum, with the exception of the Thanksgiving academic holiday break the week of November 25- December 1, 2019. Location availability and dining plan access will be limited during this and other academic breaks. This is factored

into the cost of the dining plan. Please refer to www.calpolydining.com for the most current information on all dining locations and hours.

- c) PolyCard Access. Dining plans are accessed through the magnetic strip on the back of the PolyCard. Students must present the PolyCard at the cash registers to make purchases with their dining plan. It is the student's responsibility to acquire the PolyCard at Poly Card Services in order to access their dining plan. The Poly Card Services office is located in Building 46, Room 100 on the Cal Poly campus, (805) 756-2614, polycard@calpoly.edu.
- d) Dining Plan. Licensee may select from one of three different dining plan options. 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 expense, (3) Dining Dollars for food purchases at Campus Dining locations. WOW meals are provided during Cal Poly's WOW orientation program that is held prior to the start of Fall Quarter.
 - i. The base expense of \$825 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 Vista Grande (VG).
 - ii. Included in the cost of all dining plans are Dining Dollars, which may be used to purchase food and beverages, kitchen supplies, sundries, and personal products at participating Campus Dining locations. Dining Dollars are allocated at the beginning of each quarter and rollover to the next quarter if unused. Dining Dollars remaining at the end of the spring quarter will be forfeited. No Transfer or Unauthorized Use. The Licensee's dining plan is not transferable. The value of the dining plan may not be resold, assigned, transferred, or used by anyone other than Licensee. All promotions, discount pricing, and other dining plan offerings are strictly limited to purchase and consumption by the Licensee. Assisting unauthorized persons in the use of Licensee's PolyCard is a violation of the terms and conditions of the License. All unauthorized use of a PolyCard or dining plan, or tampering with or altering the PolyCard, is a violation of this License and shall be considered grounds for confiscation of the PolyCard, disciplinary action by the University, fines, 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 first year students 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 for further assistance.

- g) Changes in Dining Plan. The Licensee selects a dining plan at the time the Licensee registers for Housing. Changes to the dining plan will only be allowed during the Fall Quarter between November 1, 2019 and December 6, 2019 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.)
- 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.
- 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 2019-2020

1) PAYMENTS

- a) Fees and Due Dates. – Housing & Dining fees vary depending on which housing facility and living unit to which Licensee is assigned (i.e. double or triple) and which dining plan Licensee has selected. Due dates will be available when fees post. *All fees are proposed, subject to change and Executive Order & Board Approval.
- b) Sample Fee Structure:

Academic Year Housing Fees*				
	ResHall Double Room	ResHall Triple Room	yak?it?ut?u Double Room	yak?it?ut?u Quad Room
Academic Year Amount	\$8,718	\$8,283	\$9,591	\$8,283
Quarterly & Monthly Breakdown*				
TOTAL FALL 2019 Charges	\$3,135	\$2,979	\$3,450	\$2,979
Installment Due Dates:				
9/1/2019	\$1,045	\$993	\$1,150	\$993
(9/1 AMOUNT IF \$500 INITIAL PYMT MADE)	\$545	\$493	\$650	\$493
10/1/2019	\$1,045	\$993	\$1,150	\$993
11/1/2019	\$1,045	\$993	\$1,150	\$993
TOTAL WINTER 2020 Charges	\$2,928	\$2,781	\$3,222	\$2,781
12/1/2019	\$976	\$927	\$1,074	\$927
1/1/2020	\$976	\$927	\$1,074	\$927
2/1/2020	\$976	\$927	\$1,074	\$927
TOTAL SPRING 2020 Charges	\$2,655	\$2,523	\$2,919	\$2,523
3/1/2020	\$885	\$841	\$973	\$841
4/1/2020	\$885	\$841	\$973	\$841
5/1/2020	\$885	\$841	\$973	\$841
TOTAL ACADEMIC YEAR	\$8,718	\$8,283	\$9,591	\$8,283

Academic Year Dining Plans*			
	First Year Flex Max	First Year Flex Prime	First Year Flex Basic
Dining Dollars	\$4,851	\$4,455	\$4,158
WOW	\$210	\$210	\$210

Base Expense	\$825	\$825	\$825
Academic Year Amount	\$5,886	\$5,490	\$5,193
Initial Dining Payment	(\$1,000)	(\$1,000)	(\$1,000)
2019-2020 Balance	\$4,886	\$4,490	\$4,193
	Quarterly Breakdown* (excludes any payment plan fees)		
FALL 2019 Balance (after \$1000 initial payment)	\$1,102	\$970	\$871
WINTER 2020 Charges	\$1,892	\$1,760	\$1,661
SPRING 2020 Charges	\$1,892	\$1,760	\$1,661

- 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 12noon, December 14, 2019 and 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.

2) HOUSING AND DINING 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 similar payment options for both.
- b) 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. Actual payment amounts may vary.
- 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. 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 and/or a financial hold may be placed on Licensee's student account, which can prohibit registration and release of transcripts.

3) PAYMENT METHODS

- a) Financial Aid. Financial Aid may be applied directly to housing and dining 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 through links available at <https://afd.calpoly.edu/student-accounts/>. 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 Student Accounts Office by phone at (805) 756-1428 or by email (studentaccounts@calpoly.edu).
- c) At Cashier. Payments, using cash or check, may be made at the University Cashiers Office, Administration (Building 01), Room 131E, (8:30 a.m. to 4:30 p.m., Monday through Friday). Credit card payments are not accepted at the University Cashiers Office.
- 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.

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 Returned 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 Setup Fee. – Licensee agrees to pay a Payment Plan Setup fee of \$21 per payment plan 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.

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 2019-20 License of the First-Year Student Housing and Dining License Agreement, Campus Dining will not refund the base expense or the Week of Welcome (WOW) meal cost upon cancellation of the License. Unspent Dining Dollars as of refund date will be credited to the Licensee's account per Section 5(d) of this document. A \$25 cancellation fee may 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 Dining Dollars, all dining plan fees will be credited to the Licensee's account.
- c) Fees not refunded. Convenience, Payment Plan, Returned Check and Late fees will not be refunded. Where applicable, non-refundable fees will not be refunded.
- d) Refunds and Changes in Fees processed by University Student Accounts Office.
 - i. Notice of any refunds or change in the fees to a Licensee will be sent by University Housing and/or Campus Dining as approved by the respective office(s), to the 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.
- 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

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