

**California Polytechnic Maritime Academy  
Housing and Dining License Agreement**

**LICENSE TERMS AND CONDITIONS - 2026 – 2027**

This *Student Housing and Dining License Agreement* (“License”) - consisting of this *License Terms and Conditions* and the *License Agreement*, that pertain to your student type and all documents referenced therein is entered into between the Trustees of the California State University by California Polytechnic Maritime Academy (“University”) and the Licensee executing this *License*. Any reference to Dining or Dining Plans in this *License* is applicable to students with a Dining Plan. All students residing on campus are required to have a residential meal plan. Additional on-campus facilities may require Dining Plan participation based on services and amenities provided; requirements are subject to change and will be communicated to residents prior to occupancy. All communication regarding your *License Agreement* will be sent via email to Licensee’s university email address.

**1) LICENSE TERM.** This *License* is for the entire License Term indicated on the *Housing & Dining License Agreement* or balance thereof that was agreed to during the application process.

**2) RESIDENCY REQUIREMENT.**

- a. All students enrolled in undergraduate baccalaureate degree programs must maintain residency on campus and participate in a resident designated meal plan during their academic duration at Cal Poly Maritime Academy.
- b. Students that do not complete a housing application will have a housing assignment and meal plan administratively submitted on their behalf along with the applicable charges posted to their Student Account.
- c. Housing exemptions from the residency requirement can be requested by completing a housing exemption request through StarRez (*after* completing the initial housing application). Students will be required to submit a housing exemption each year. Any fees paid toward periods of housing will be refunded if the License is cancelled pursuant to an approved housing exemption.
- d. The Licensee acknowledges that during the term of this agreement, room and board rates are subject to change annually at the start of a new Academic Year at the sole discretion of the University. These rates are subject to change, but not to exceed a 9% increase on the current year rates.
- e. Licensee is required to fully vacate their space at the end of the Spring 2027 Semester per the established dates of the *License Agreement*. Summer session housing options will be made available for those who choose to remain during Summer 2027.

**3) CONSIDERATION; AGREEMENT TO PAY FEES.**

- a. In consideration for the right to occupy an assigned bed space, which may be bunked or lofted by University Housing, 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 *Student Housing and Dining License Agreement* that was agreed to during the online housing application and also located at the [University Housing website](#), 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. The University collects the Dining Plan fees on behalf of Campus Dining, a unit of Cal Poly Partners, which is the University’s food service provider.
- b. Individual bills are not sent to Licensees for fees owed. Licensees are responsible for making payments by the due dates listed in the *Unpaid Charges* section of the *Money Matters* tab on the *My Cal Poly Portal*.
- c. Licensees are responsible for making payments which may include any additional fees, fines, and charges applied by University Housing for the specified occupancy period.

- d. Payments and Special Fees.
- i. All payments are due in US Dollars
  - ii. Fall and Spring Semester fees for Housing and Dining Plans, selected through the Housing Portal, will post on the Student Account prior to the beginning of each Semester. Any past due amounts on the Student Account may result in a Registration Hold preventing enrollment, adding/changing classes, or admittance off a waitlist.
  - iii. 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. 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.
  - iv. A 2.65% 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.
- e. Payment Methods.
- i. Financial Aid
    1. Financial Aid may be applied directly to Housing and Dining fees if Licensee accepts enough Financial Aid to first cover all Registration, Tuition, & Other Fees ("TERM") charges. After Aid is applied to TERM charges for the Semester, any remaining Aid is then applied to cover all Housing charges for the Semester. If there is any remaining Aid after Housing charges are paid in full, it is then applied to any Dining charges for the Semester. (i.e. Financial Aid applies in the following order: 1st TERM, 2nd Housing, 3rd Dining).
      - a. Financial Aid can only be applied to charges in the Semester for which that Aid is disbursed. Financial Aid for Fall Semester cannot be applied to charges for Spring Semester or vice versa.
      - b. Qualified Financial Aid can include certain types of Student loans, grants and/or many scholarships but does not include Federal Work-Study. Please refer to the Financial Aid calculator on the Student Accounts webpage (<https://afd.calpoly.edu/student-accounts/>).
      - c. Once Disbursable Qualified Financial Aid is exhausted, the Licensee will be responsible for all payments due by the due date(s) for that Semester's charges.
      - d. If payment by Financial Aid eligible, the Licensee will see a "Deferred by Financial Aid" indicator next to the Housing &/or Dining balance on their Money Matters tab of the My Cal Poly Portal. If "Deferred by Financial Aid" is not notated on the Money Matters tab next to the Housing or Dining balance, the Licensee is responsible for making a payment by the first due date of the Semester. A Registration Hold will be placed for any past due fee amounts that are not eligible for Financial Aid deferral.
  - ii. Online
    1. Payments may be made online from the *Money Matters* tab in the Licensee's *Cal Poly Portal* or via the Student Accounts Payment website at <https://afd.calpoly.edu/student-accounts/payments/>. Online payments can be made with either eCheck (with no added convenience fee) or credit card (with an added 2.65% 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 at 707-654-1030 (option #6) or by email to [studentaccounts@csu.edu](mailto:studentaccounts@csu.edu).
  - iii. In Person (University Cashiers Office)
    1. Payments using check or money order may be made at the Cashiers Office located in the Administration Building. Their hours are Monday through Friday from 8:30 AM to 12:30 PM and 1:00 PM to 4:00 PM.
  - iv. By mail
    1. Payment by check/money order should be made payable to "Cal Poly" for the amounts due. Include the Student EmplID and specify the amount of the payment to be applied to each type of charge (TERM, Housing, and/or Dining) on the memo line. 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.
- f. Refunds and Credits
- i. 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.

- ii. Convenience, Operational, and Returned eCheck/Check fees will not be refunded. Where applicable, non-refundable fees will not be refunded.
- iii. Refunds and Changes in Fees processed by Student Accounts Office
  - 1. 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.
  - 2. 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 into 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. Credits held in a Licensee's Student Account will be applied to any past due charges for University services on the Licensee's Student Account, with application to the oldest charges first, then to more recent charges. Any remaining Housing or Dining credits on the Student Account will be refunded. For any TERM credits on the Student Account, the Licensee may submit a *Refund Request* to the Student Accounts Office. This Refund process also applies to a Licensee who is no longer registered as a Student at University.
- iv. Refunds may not be provided after the beginning of the last week of classes of each Semester.
- g. No interest or other earnings will be credited to the Licensee's Student Account.

### 3) OCCUPANCY.

- a. Occupancy Period.
  - i. All students enrolled in undergraduate baccalaureate degree programs must maintain residency on campus unless they have applied and received approval for a housing exemption.
  - ii. The University hereby grants to Licensee permission to occupy an assigned space within a student housing facility as a Licensee for the *License Term* indicated on the *Housing & Dining License Agreement* balance thereof unless terminated under the provisions of this *License*. If Licensee chooses to occupy or accept the keys to their assigned space prior to their contract start date, they understand early move-in fees will apply. Terms of occupancy are subject to change should future directives of Cal Poly, local, state, and federal or public health officials so require. University Housing reserves the right to relocate Licensees to alternative housing as necessary to comply with public health directives. Relocation does not constitute a termination of the *Housing and Dining License*.
  - iii. This *License Agreement* does not grant Licensee permission to occupy the assigned space during Winter Break (which traditionally begins the day following Fall final exams and ends the day immediately prior to the first day of Spring semester classes).
  - iv. Licensees taking the US Coast Guard Mates Exams (USCG Exams) must also pay the additional required housing fees. If Licensee is scheduled for the USCG Exams and not enrolled for Spring, they are not guaranteed housing during the Spring semester (regardless of exam length).
- b. Occupancy Requirements.
  - i. Upon arrival and check-in, Licensee agrees to comply with and follow the guidance of any directives of local, state, and federal public health officials during the terms of occupancy which may include return from breaks.
  - ii. Licensee agrees to take personal responsibility for their own health and safety.
- c. Delay in Delivery. The University shall not be liable for any delay in the delivery of possession of premises due to any unforeseen or catastrophic circumstances. The Licensee's obligation to make payments shall commence upon the University's delivery of possession in this circumstance.
- d. Assignment.
  - i. The University may assign living units and roommates based on availability and information provided on the Licensees' applications, without regard to race, ethnicity, religion, sexual orientation, national origin or disability.
  - ii. The University does not guarantee specific living units or roommates.

- iii. The University shall have the right to reassign the Licensee to a different living unit without the consent of the Licensee prior to or during the term of the *License* for administrative reasons such as consolidation, the new living unit may be at a different housing license rate.
  - iv. The Licensee agrees to accept assigned roommate(s).
  - v. 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.
  - vi. Licensee shall not cohabit with a person other than their assigned roommate(s).
  - vii. Licensee shall not permit any other person to occupy their living unit.
  - viii. In the event that one of the occupants moves out of Licensee's living unit, 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 license rate.
  - ix. Students who do not cooperate, intentionally delay timelines, or otherwise interfere with the consolidation process will be subject to disciplinary action from the University and either charged the daily room rate of \$34 for each additional day, or charged the single room rate - whichever amount is greater.
- 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. This 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 their 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 Policy Guide](#).
  - 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.
  - g. Authority. University Housing has final authority in assignments of a residential space and may make changes based on administrative or operational needs.

#### 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](#). 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 Policy Guide](#) (as applicable), the University's Student Code of Conduct, Corps of Cadets Rules & Regulations (as applicable), the Campus Dining rules, and all other University rules and regulations governing the conduct of students, as amended from time to time. The [University Housing Policy Guide](#) may be accessed at the [University Housing website](#).
- c. Student Status. Licensee must maintain status as a student registered at Cal Poly Maritime Academy. Dropping below the minimum is not considered a standard for cancellation and will not release the Licensee from paying any housing-related fees. The University may, at its sole option and discretion, revoke this *License* in accordance with the provisions herein if the Licensee fails to enroll in the minimum units, or drops below the minimum unit requirement after the beginning of the academic fee period.
- 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 [Meningococcal Disease and Immunization](#) for additional information about meningitis. It is also suggested Licensee read the Immunization Requirements: <https://chw.calpoly.edu/maritime/health-center>
- e. ID Card. Licensee must present their student University ID card ("PortPass") 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 PortPass 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.

- f. Communication. Licensee agrees to receive communication from University Housing related to their stay in housing, including emails, maintenance notices, text messages, and newsletters.
- 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 Housing 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 an environment which is conducive for students to study, live, and sleep in the housing facility. While in the housing facility, the Licensee agrees to not disturb this environment.

## 6) CAMPUS DINING.

- a. The University provides dining and food services through campus auxiliaries and vendors.
- b. Licensees are required to maintain a meal plan for the duration of their *Housing and Dining License Agreement*.
- c. Licensee must select a meal plan option at the time of application. Failure of the Licensee to select a meal plan will result in being assigned a meal plan by the University.

## 7) 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 Policy Guide](#). 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.
    - 1. 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. Smoking of any substance (including "plant material" or marijuana) in any form (pipes, vape devices, etc.)

is prohibited on university and auxiliary properties. Refer to the [University Housing Policy Guide](#) for additional details.

- ii. 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, spear guns, pellet guns, stun guns, tasers, 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.

## 8) MAINTENANCE OF PREMISES AND LIABILITY.

- a. The University shall provide Licensee with a living unit and furnishings. It is a Licensee's responsibility to accurately report the move in condition of their room and/or apartment in the Housing Portal by completing a Room Condition Inventory Form report within 10 calendar days of taking occupancy. Pre-existing conditions are to be noted on the Room Condition Form report upon move in. Licensee is also required to accurately report the condition of their room and/or apartment at move out by completing the Room Condition Form report prior to vacating at Spring term move out. If a move in Room Condition Form report or a Spring move out Room Condition Form report is not submitted, Licensee will not be able to appeal damage charges assessed.
- 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 their living unit, if individual liability cannot be determined, for their 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. Payment for damage or loss of common area furnishings, unless specifically assigned to individuals, may be assigned to some or all members of the living unit who have access to the common areas of their apartment or building.
- 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, 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.

## 9) 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. Licensees interested in obtaining medical insurance through the CSU Domestic Student Health Plan can call the Student Health Center at (707) 654-1170.
- 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 StarRez Housing Application.

## 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 semester 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, water).
- 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 their belongings.
- d. Licensee will recognize and agree that advanced notice may not always be possible.

## 11) CANCELLATION.

- a. 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 University Housing payments under the License, except for any applicable cancellation fees due from Licensee or any non-refundable fees, as set forth herein.
- b. **Cancellation by Licensee, 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 the below approved reasons, less 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.** The Licensee may CANCEL a License for the living unit for the below approved reasons, less any Cancellation Fees.
  - i. If a cancel request is granted, the Licensee may be subject to fees for University Housing based on the pro rata charge for the number of days of occupancy (if applicable), plus an additional pro rata charge (\$10 per day) for the number of days less than the 30-day notice requirement, as of the date written notification is received by University Housing.
- d. Approved cancellation reasons:
  - i. Admission denied (**30-day notice may be waived**)
    1. 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
  - ii. End of Student status
  - iii. Marriage or registered domestic partnership
  - iv. Hardship/Medical (**30-day notice may be waived**)

1. The definition of hardship/medical as used in this *License* is any occurrence which the Student is withdrawing from the University.
  - v. University academic program requirements
    1. This includes international Study programs, Co-op, or Internship
  - vi. Housing Exemption approved
- e. **Cancellation by Licensee after the beginning of the Fee Period.** (Fee Period begins the day before University Housing opens). The Licensee may CANCEL a License for the living unit for the below approved reasons, less any Cancellation Fees.
- i. The University may grant or deny the request to vacate with appropriate verification.
  - ii. 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 pro rata charge (\$10 per day) for the number of days the notification period provided is less than the 30-day period as of the date written notification is received by University Housing.
  - iii. Approved cancellation reasons:
    1. Admission denied (**30-day notice may be waived**)
      - 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 (**30-day notice may be waived**)
      - a. The definition of hardship/medical as used in this *License* is any occurrence which the Student is withdrawing from the University.
    5. University academic program requirements
      - a. This includes international Study programs, Co-op, or Internship
    6. Housing Exemption approved
    7. Graduation

## 12) CONDUCT SYSTEM.

- a. The University Housing conduct system coordinates with the University's Office of Student Rights & Responsibilities, the Cal Poly Maritime 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 Office of Student Rights & Responsibilities, and/or referred to the Cal Poly Maritime 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 (Subsection 20.1), during the course of a conduct/administrative and/or police investigation alleging serious threat such as but not limited to sexual misconduct, stalking, violence, University Housing retains the right to change, either temporarily or permanently, a Licensee's housing assignment.
- d. In accordance with the [University Housing Policy Guide](#) and the Student Code of Conduct, and policies set forth, misconduct or failure to adhere to applicable University policies may result in permanent removal of a Licensee from housing and/or from some or all food service venues. Removal from housing will not release the Licensee from paying any housing-related fees.
- e. All Licensees are expected to behave in accordance with the policies, systems, and processes of the University. All Licensees are subject to the University discipline, including additional fees/fines deemed necessary by University Housing, if involved in a policy violation as outlined by the University, *Housing and Dining License Agreement*, University Housing Policies, Student Code of Conduct, Corps of Cadets Rules and Regulations, and California/Federal Law.

### 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 12.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 12.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 12.a. (ii) and (iii)), which may result in immediate removal from housing. (Note Title 5, California Code of Regulations §42020.)
- 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 and housing and/or dining charges for the remainder of the academic year.
- d. If the Licensee is evicted from University Housing, voluntarily leaves University Housing or is suspended from the University, Licensee shall owe the full fee period of the *License* (see contract for obligation), any charges for damages and cleaning, and all non-refundable fees.
- e. 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.

- a. Except as permitted in Section 10, cancellation or termination of this *License* by University or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due to the University.
- b. Failure to complete and comply with the cancellation process and/or vacating your assignment with or without notice will result in the removal of any remaining belongings, *License* cancellation, forfeiture of residency and any associated costs.
- c. Any items remaining in a vacated room will be removed and donated. The University assumes no liability for personal belongings, they are left at the risk of the Licensee.
- d. Upon reasonable notice, University Housing reserves the right to terminate the *Housing & Dining License Agreement* due to public health emergency needs, including closing or de-densifying residence halls and/or apartments for safety concerns.

### 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 as instructed via email message before

move-out to avoid re-keying charges of \$80 for brass room keys. Licensees vacating after the expected date and time will be assessed a late charge and charged for recovery costs of related and appropriate expenses.

- c. Licensee is responsible for checking out of their room, removing all of their belongings and returning keys prior to leaving campus. Licensee must complete a checkout process with a University Housing staff member.
  - i. Failure to complete the proper checkout procedure will result in a \$75 improper checkout fee. If all steps of a checkout are not completed in the proper order prior to leaving campus, the Licensee will not be able to appeal damage charges assessed.

#### **14) 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, pandemic, 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.

**16) 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).

#### **17) TREATMENT OF INDEBTEDNESS.**

- a. Failure of Licensee to satisfy the financial obligations of this *License* may result in the following:
  - i. Suspension of Dining Plan services, without compensation
  - ii. Revocation of the License
  - iii. Eviction
  - iv. Withholding of University services pursuant to Title 5, California Code of Regulations §§42380-42381, which includes, but is not limited to, denial of registration, and/or withholding of services and use of facilities
  - v. Offset of paychecks, loans, grants, or scholarships payable through the University, and/or State income tax refunds or rebates
  - vi. Notice of default to credit bureau organizations
  - vii. Payment for costs for attorney fees and other reasonable collection costs and charges accrued during the collection of said amounts
  - viii. 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.

#### **18) CONDITIONS, DISCLOSURES, AND COMPLIANCE.**

- a. Licensee shall avoid contact or exposure to conditions that may be considered hazardous. The Licensee is hereby notified that campus housing and general surroundings may contain conditions or equipment that may pose a risk to the Licensee. University Housing staff will take reasonable steps to ensure 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 and uses.

- c. 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 University Housing at (707) 654-1400.
- d. The Licensee has the responsibility to take appropriate action (including but not limited to informing or notifying University Housing) if they become aware of any issues regarding policy violations, 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>. Offenders are required by law to register with local law enforcement agencies. University Housing works closely with Cal Poly Maritime Police on all criminal matters. For more information on Megan's law, please visit Cal Poly Maritime Police Department's website at <https://maritime.calpoly.edu/campus/university-police>.
- g. Clery Act. The Campus Security Report and the Campus Fire Safety Report can be found at <https://maritime.calpoly.edu/campus/university-police>. University Housing works closely with Cal Poly Maritime Police in providing data and other reporting information.
- h. Security Cameras. Video security cameras are located throughout University Housing to monitor and surveil University property for safety, security, and to aid law enforcement. All recording shall be done with recognition of the reasonable expectation of privacy among members of the University community.
- i. Texting (SMS) Messaging. University Housing uses text messaging as an additional way of communicating critical updates and important news to campus residents. Licensees are required to select if they wish to opt-in or opt-out of text messaging when they complete the annual housing application. They are also responsible for opting out of the service and opting back into the service any time after they begin receiving text messages. Carriers may charge for text messages, and charges are the responsibility of the individual not the university. Residents are responsible for completing University Housing requirements regardless of whether or not they sign up for text messaging.
- j. Wi-Fi. Under direction from the Cal Poly Emergency Operations Center (EOC), University Housing may review Cal Poly data to provide a viable, accurate, and timely census. Under this provision for emergency census, use of such data is restricted to and used for the sole purpose of cross-referencing with student housing records.
- k. Construction and Renovation. Construction and/or remodeling or repairing buildings on campus in the vicinity of the residence halls and apartments is scheduled for the term coinciding with this license. Construction is expected to occur during normal daytime working hours, and may result in detours of access, disturbances, and disruptions, including, but not limited to, increased noise and dust in the area surrounding the residence halls and apartments. By signing this *License*, Licensee agrees that they have been advised of said construction and acknowledges disturbances and disruptions resulting from construction are not grounds for termination of this *License*.
- l. Pandemic Virus. An inherent risk of exposure to a pandemic virus exists in any shared or public space where people are present, including campus housing and campus dining venues. Although Cal Poly Maritime Academy and Cal Poly Partners have taken and will continue to take various measures to protect against exposure, those measures will not eliminate all risk of exposure to a pandemic virus.

- i. Licensee agrees to immediately notify Student Health Center and designated University Housing staff members if they, at any time whatsoever during the term of the license, experience any symptom(s) associated with a pandemic virus or believe they may have come into contact with an individual known or reasonably believed to be infected.
- ii. Licensee understands and agrees to comply with all federal, state and local directives, orders or requirements related to a pandemic virus as well as any Cal Poly Maritime Academy directive or policy, as may be amended from time to time.
- iii. Licensee understands and agrees that immunization may be required in the future by the University as a condition of occupancy. In the event that the University determines that immunization will be required for occupancy, Licensee agrees to provide the University proof of vaccination within the time period and in the manner requested by the University.
- iv. Force Majeure: Neither Licensee nor University shall be liable for any delay or failure to perform its obligations hereunder if such delay or failure to perform is caused by circumstances beyond the party's reasonable control, including, but not limited to, acts of God, government restrictions or orders, wars, riots, insurrections, disaster, acts of terrorism, communicable disease outbreak, epidemic, pandemic, or any other comparable event or cause beyond the reasonable control of the party whose performance is affected. In the event that circumstances related to a pandemic reasonably prevent or hinder a party's performance hereunder, the party whose performance is affected may invoke this Force Majeure clause and be excused from liability for its failure or delay in performing its obligations hereunder, even if the circumstances related to a pandemic were foreseeable at the time of the parties' execution of this Agreement. Notwithstanding the foregoing, in no event shall Licensee be excused from paying any fees or amounts owed for the period of time during which Licensee or Licensee's belongings occupied the Premises.
- v. In the event that Licensee is unable to occupy the Premises due to circumstances related to a pandemic, the University will provide Licensee with prorated refunds for any *Housing License* fee amounts representing the time period during which Licensee was unable to occupy the Premises and chooses to reside at their permanent address.
- vi. Screening & Exposure Investigations: Under direction from the Cal Poly Emergency Operations Center (EOC), University Housing may be asked to provide information for the campus screening, exposure, or outbreak investigation process.
- vii. By assuming occupancy, Licensee certifies that, to the best of Licensee's knowledge, Licensee is not infected with a pandemic virus.
- viii. By assuming occupancy, Licensee certifies that Licensee is not experiencing symptoms associated with a pandemic virus. Symptoms may include, but are not limited to, a loss of taste or smell, fever, severe headache, severe fatigue or body/muscle aches, unusual gastrointestinal distress, and/or signs of respiratory illness, such as a dry cough, shortness of breath, or difficulty breathing.
- ix. By assuming occupancy, Licensee certifies that, to the best of Licensee's knowledge, within the immediately preceding 14 days of initially assuming occupancy, Licensee has not been in personal or close contact (within six feet for a total of fifteen minutes or more) with an individual infected with a pandemic virus.
- x. Licensee agrees to comply with any pandemic virus testing protocols that may be required by the University and to reasonably cooperate with the University in discharging Licensee's obligations under this section.
- xi. Failure to comply with the terms and conditions related to a pandemic virus may result in the termination of the *License Agreement*, removal from Student Housing, and/or disciplinary action pursuant to CSU Executive Order 1098

## 19) 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, California Polytechnic

Maritime Academy, Cal Poly Partners, 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/download and maintain a copy of the *Student Housing and Dining License Agreement*, which includes the *License Signature Page*, these *License Terms and Conditions*, and the other documents referenced for their personal records.
- e. Document Conflict. In the event of a conflict between the *License*, terms and conditions, addendums, policy guide, and CSU policies, the more stringent and severe document, rule, or regulation will be enforced.
- f. Housing Facilities. The use of housing facilities is subject to Articles 5 and 6 of Subchapter 5 of Chapter 1 of Part V (§42000-42103) of Title 5 of the California Code of Regulations.

## 20) HOUSING REGULATIONS.

- a. Additional Housing Terms. The *University Housing Policy Guide* 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>.
- b. Sound. Community living requires that individuals and groups monitor their sound levels at all times out of courtesy and respect for other students and to promote an environment that is conducive to student success. During times not designated as quiet hours, residents and their guests must limit noise so as to reasonably avoid disturbing other residents. Residents are expected to comply with the requests of others to reduce noise levels at all times. During Quiet Hours, it is each resident’s responsibility to be certain that no noise can be heard outside of their room/suite or in neighboring rooms, halls, shared common spaces, or outside of the building.
- c. Smoke-Free Environment. Smoke-Free means the use of cigarettes, pipes, cigars, and other “smoke” emanating products including e-cigarettes, vapor devices and other like products are prohibited on all University and auxiliary properties. This includes, but is not limited to, smoking in all student rooms, community/common areas, walkways, halls, hall lounges, laundry rooms, bathrooms, and recreation areas. Refer to the *University Housing Policy Guide* for additional details.
- d. Tobacco-Free Environment. Tobacco-Free means the use of including, but not limited to cigarettes, cigars, chewing tobacco, pipe tobacco, snuff; and any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to an electronic cigarette, cigar, pipe, or hookah, and other tobacco products are prohibited on all University and auxiliary properties.
- e. Maintenance of Premises.
  - i. The Licensee shall not attach any object to the premises by nails, hooks, or screws. 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 waterbed 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).
  - iv. Remodeling, painting, or renovation of any room or furniture is not permitted without the prior written consent 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. Motor vehicles and parts are not permitted inside residential facilities.
  - vi. Per Fire Regulations, all electrical devices must have surge protection.
  - vii. See the *University Housing Policy Guide* for more comprehensive maintenance guidelines.

- f. Keys and Access Cards. All Licensees are issued a key and/or have their PortPass encoded 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 PortPass, 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 \$80.
- g. 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 terms (spring to summer and summer to fall periods not included); however, the University assumes no liability for personal belongings. They are left at the risk of the Licensee.
- h. 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 Policy Guide](#) and the following policy: Licensees are responsible for their guests' and visitors' behavior at all times. Guests may be required to leave immediately and/or banned from future visits at the discretion of University Housing.
- i. 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. Guidelines, the *Minor Guest Application* form and additional information can be found at <http://www.housing.calpoly.edu>.
- i. Prior to arriving, all minor guests must have their parent/legal guardian complete the *Minor Guest Application*
  - ii. Minor guests must be in the company of their Cal Poly resident host at all times.
  - iii. Minor guests under the age of 15 years old must be accompanied at all times by a parent/legal guardian while in University Housing.
  - iv. Cal Poly Maritime Academy and University Housing assumes no supervisory responsibilities for any minor during the visitation period.
- j. Standards of Community. Licensees 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 conduct process as outlined in the [University Housing Policy Guide](#).
- k. 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) 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 in the Fall and licensee is expected to evacuate the building as required.
- l. 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 10 gallons in capacity or 20 gallons for two Licensees. The University is not responsible for the loss or damage of personal property.
  - ii. Harboring, or possessing of any animal in or around any campus housing facility is not allowed.
  - iii. No "visiting" pets are allowed in or around any campus housing facility.
  - iv. Licensees needing an Emotional Support Animal are required to be registered through Cal Poly Maritime's Disability Resource Center (DRC), have approval by the DRC and University Housing, and complete the required "*University Housing's Animal Policy*", prior to bringing an animal to campus. Contact University Housing for more information and required documents.

- v. Licensees needing to have their service animal live with them must complete the required “*University Housing’s Animal Policy*” and notify University Housing in advance through the campus’s Disability Resource Center (DRC).
  - vi. Licensees who have sensitivities regarding animals living in close quarters should indicate so during the online housing application process. University Housing will determine the best housing placement.
- m. 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.
- n. 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 Policy Guide](#)) 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.
- o. Bicycles and Micromobility Devices. Bicycles and micromobility devices may not be parked in any of the public areas or communal building facilities, such as laundry rooms, lounges, hallways, and stairways. See [University Housing Policy Guide](#) for additional requirements.
- p. Signage. Within the University Housing system, in or out of their apartment, a Licensee shall not possess or display signs or similar articles which are not the property of the Licensee, and which are in the Licensee’s possession without the permission of the owner thereof. Public property, lighted neon, or LED signs are not permitted at any time.
- q. Windows/Walkways/Public Areas. Objects placed in windows are permissible only if they are meant to enhance the interior decor of the living unit and do not block the use of the window.
- i. Signs, flags, posters or any other objects that impede the use of the window, to see through or to let in light, are not permitted. Window coverings installed in each room are not to be modified and, along with windows and window screens, must be kept in place at all times. Nothing is to be adhered to or posted on the inside or outside of apartment doors.
  - ii. Tampering with, or removing blinds, windows or window screens from any part of the building is prohibited. Addition of a front screen door is not allowed.
  - iii. Shaking, cleaning, dropping, throwing, hanging or placing any articles from the windows, outside window ledges or on outside hallways/walkways of the living unit is prohibited.
  - iv. Due to the obvious potential for personal injury and/or damage to living units, no liquid or objects (such as Frisbees, soccer balls, water balloons) may be thrown or rolled out of windows, in hallways or walkways, or down stairwells. Water fights are not permitted at any time.
- r. Motor-driven Vehicles. Motorcycles, mopeds, motor scooters, or similar motor-driven vehicles cannot be taken into any University Housing building or living units for any reason. They may not be parked or operated on or in walkways, hallways, sidewalks, stairwells, patios, or lawns in and around housing facility areas.
- s. Obscene Matter. Possession, display, and/or distribution of “obscene matter” as defined in the *California Penal Code*, Section 311, et seq., or lewd behavior, is unlawful and therefore violates campus policies.
- t. 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, unless provided by University Housing.
- u. University Furniture. All University-owned furniture, equipment and appliances must be maintained in their assigned room or area (i.e., bedroom, living room, kitchen, etc.). Misuse or abuse of furniture, appliances, equipment and buildings is prohibited.
- v. Bunk and Lofted Beds. [Safety guidelines](#) to mitigate potential serious injuries that may be associated with bunk and lofted beds:

- i. Safety rails are not to be removed.
  - ii. Ladders or other specifically designated equipment to enter and exit the bed are required and may not be removed.
  - iii. Items that may cause someone to trip and fall upon entering or exiting the bed should not be hanging on or attached to ladders.
  - iv. Beds must not be moved. Beds are located where they do not impede escape or rescue during a fire or other evacuation event. Beds must not obstruct, block or be placed at or adjacent to windows or doorways.
  - v. Mattresses must not exceed the size and depth recommended by the bed manufacturer. Licensees may not bring their own mattresses without inspection by and written approval of University Housing.
  - vi. If mattress toppers or similar devices are used, they must provide at least 5-inches of clearance between the top of the topper and the top of the safety rail(s) and must be used in accordance with the bed manufacturer guidelines.
  - vii. Licensee is encouraged to report problems and repair needs related to beds and bed safety equipment.
  - viii. Failure to comply with these safety guidelines will result in disciplinary action and could result in removal from housing.
- w. MicroFridges. MicroFridge units must be cleaned out for winter break and spring checkout.
- x. 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.
- y. Operating a Business. Licensees seeking to operate a business must obtain written approval the Director of Residence Life before engaging in any soliciting or to operate a business within University Housing.
- z. Gambling. Illegal gambling anywhere on State property is prohibited (e.g., activities played for money, checks, credit or other representative value).
- aa. No access sites. Unauthorized presence on rooftops, ledges or areas marked for restricted access in any housing facility is prohibited.
- bb. Additional locks. The installation of any door or area locks other than those provided by University Housing is prohibited.
- cc. 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 [University Housing website](#), is prohibited. Violations may result in permanent loss of computer network connectivity privileges to the Cal Poly Maritime Academy network and 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.
- dd. Telephones. The University provides analog telephone service at designated building entrances. Telephone service and equipment are installed and maintained by the University and any alterations or tampering with telephone service and/or equipment may result in disciplinary action and may levy a service charge to correct difficulties due to unauthorized tampering with the telephone service and/or equipment.
- ee. Solicitation. Soliciting is not permitted.
- ff. Chemical Agents. The improper discharge of a chemical agent (e.g., mace, pepper spray) in or around University Housing facilities is prohibited.
- gg. Gatherings. A gathering of more than five total individuals in an assigned room space is prohibited.
- hh. Darts. Darts and dart boards are not allowed in or around University Housing facilities.