

California Polytechnic State University
Housing & Dining License Agreement
LICENSE TERMS AND CONDITIONS - 2022 – 2023
CONTINUING STUDENT ADDENDUM

1) OCCUPANCY.

- a) Occupancy Periods. Licensee is bound by the terms and conditions based upon taking occupancy.

2022-2023 Occupancy Dates		
Period	Begins	Ends
Fall Quarter 2022	8am, Friday, Sept. 16	5pm, Saturday, Dec. 10
<i>Winter Break- NOT INCLUDED</i> <i>separate contract & charge</i>	<i>5pm, Saturday, Dec. 10</i>	<i>12noon, Saturday, Jan. 7</i>
Winter Quarter 2023	12noon, Saturday, Jan. 7	5pm, Wednesday, Mar. 29 (residents leaving the University)
Spring Quarter 2023	3pm, Thursday, Mar. 30 (new residents)	5pm, Sunday, June 18 (or 24 hours after last final)

- 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 10, 2022 thru 12 noon January 7, 2023 (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 10, 2022 deadline.
- c) Assignment. Specific assignment of a space shall be made by the University, and may be changed from time to time. The University assigns Licensee and roommates (if applicable) to a specific apartment on the basis of information provided on the application.

2) REQUIREMENT TO LIVE ON CAMPUS.

- a) The university is phasing in a two-year housing requirement. All students in the College of Architecture and Environmental Design (CAED), the College of Agriculture, Food, and Environmental Sciences (CAFES) and the College of Engineering (CENG) are required to live on campus for two years. In addition, student-athletes and/or Cal Poly Scholars have a two-year housing requirement.
- b) A bed will be reserved for students who are required to live on campus and charges to their student account will be completed for that bed. Students must agree to these license terms to get access to the assigned bed. Students who submit the housing application will have priority for their housing assignment.

3) 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 may forfeit the \$500 non-refundable initial payment, 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 via the Housing Cancellation link in the Housing Portal, regardless of the reason for the cancellation, and may be subject to a Cancellation Fee, lack of notice fees if a 30-day notice is not provided, and may forfeit the \$500 non-refundable 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 may forfeit any non-refundable 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 via the Housing Cancellation link in the Housing Portal.
 - vi. Some Dining Plans are eligible for cancellation and must be cancelled using Campus Dining's online Community Plan Cancellation Form.
- 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.
- i. If the request is granted, the Licensee will be refunded the \$500 initial payment.
 - ii. If the reason to cancel is not noted below and Licensee's cancel request is granted, Licensee will forfeit the \$500 non-refundable initial payment.
 - 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 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.
 - (6) Housing Exemption Approved

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 the request is granted, the Licensee may be subject to fees for University Housing, based on the pro rata charge (\$10 per day) for the number of days less than the 30-day period as of the date written notification is received by University Housing and will be refunded the \$500 initial payment.
- ii. If the reason to cancel is not noted below and Licensee's cancel request is granted, Licensee will forfeit the \$500 non-refundable initial payment.
- 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 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.

(6) Housing Exemption Approved

d) **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. If the reason to cancel is not noted below and Licensee's cancel request is granted, Licensee will forfeit the \$500 non-refundable initial payment.
- iv. 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 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.
 - (6) Housing Exemption Approved
 - (7) Graduation
- e) 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.

4) DINING PLANS.

- a) Dining plans are optional for continuing students.
- b) Dining Plan Schedule. Dining plans for continuing students will be available for use beginning July 30, 2022 and ending on June 18, 2023. During the academic year, dining plan access coincides with the Housing occupancy periods with the exception of the Thanksgiving academic holiday break. 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, or the ISO number for electronic purchases using a mobile food ordering application. Students must present the PolyCard at the registers to make purchases with their dining plan. Students can also connect their PolyCard to the GrubHub app to make mobile purchases at participating Campus Dining locations. 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 can be reached at 805-756-7000 or polycard@calpoly.edu.
- d) Voluntary Dining Plan. Voluntary dining plans are available for purchase to Licensee. Multiple voluntary dining plan options at select price points are available to choose from. Included in the cost of all voluntary dining plans are Dining Dollars, which can be used to purchase food and beverages, kitchen supplies, sundries, and personal products at participating Campus Dining locations. Dining plans may include Bonus Dining Dollars or GrubHub Dollars; Bonus Dining Dollars are spendable at Campus Dining locations, and GrubHub Dollars are spendable at participating GrubHub locations off campus using the GrubHub app. Dining Dollars, Bonus Dining Dollars, and GrubHub Dollars are only valid during the academic year (Fall-Winter-Spring) in which they are purchased and for any applicable rollover extension year. Dining Dollars, Bonus Dining Dollars, and GrubHub Dollars are allocated in full beginning July 30, 2022 and automatically rollover to the next quarter during the academic year they were purchased. Unused Dining Dollars, Bonus Dining Dollars, and GrubHub Dollars remaining at the end of the spring quarter may also be rolled over to the following academic year with the purchase of a minimum voluntary plan for next academic year ("Rollover Extension"). For the Rollover Extension to apply, licensee must purchase at least the minimum voluntary plan no later than June 20, 2023, otherwise remaining Dining Dollars, Bonus Dining Dollars, and GrubHub

Dollars shall be forfeited. All payments on the following year's voluntary plan must be current by September 1, for the Rollover Extension to be activated.

- e) 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 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.
- f) 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.
- g) Dietary Restrictions. 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) 756-1176 or e-mail campusdining@calpoly.edu for further assistance.
- h) Changes in Dining Plan. The Licensee may select a dining plan at the time the Licensee registers for Housing. Changes to the dining plan will only be allowed up through July 25, 2022 and will be effective beginning July 30, 2022. 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 §4 Refunds.)
- i) Electronic Communications. Email is the official means of communication for the university. By agreeing to this License, the Licensee consents to receive electronic communications relating to the dining plan and campus food services. The Licensee may opt out from receiving electronic communications from The Dish by clicking unsubscribe at the bottom of the email messages from the Dish.
- 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 Plans. 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 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.

- l) By voluntarily enrolling in a Dining Plan, you are agreeing to participate in the Campus Dining Plan Program and are financially responsible.

APPENDIX A: PAYMENT SCHEDULE AND PROVISIONS 2022-2023

1) PAYMENTS & FEES.

- 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). Dining plan fees vary depending on which plan is chosen by the Licensee. The payment schedules listed above represent typical Payment Plans for students assigned to the specified apartment types and Payment Plans for students who chose a dining plan. Actual payment amounts may vary for reasons including, but not limited to, changing apartment type and/or adjusted move-in dates. Additional fees may apply for approved early move-in for sponsored programs or approved late stays. *All fees are proposed, subject to change and Executive Order & Board Approval. Due dates will be available when fees are posted.

- b) Sample Fee Structure:

Academic Year Housing Fees*		
	Apartment Single Bedroom	Apartment Double Bedroom
Academic Year Amount	\$13,233	\$11,802

	Quarterly & Monthly Housing Fees*	
TOTAL FALL 2022 Charges	\$4,554	\$4,062
Installment Due Dates:		
9/1/2022	\$1,518	\$1,354
(9/1 AMOUNT IF \$500 INITIAL PYMT MADE)	\$1,018	\$854
10/1/2022	\$1,518	\$1,354
11/1/2022	\$1,518	\$1,354
TOTAL WINTER 2023 Charges	\$4,392	\$3,918
12/1/2022	\$1,464	\$1,306
1/1/2023	\$1,464	\$1,306
2/1/2023	\$1,464	\$1,306
TOTAL SPRING 2023 Charges	\$4,287	\$3,822
3/1/2023	\$1,429	\$1,274
4/1/2023	\$1,429	\$1,274
5/1/2023	\$1,429	\$1,274
TOTAL ACADEMIC YEAR	\$13,233	\$11,802

Academic Year Dining Plans*						
	Poly Grub	Poly 250	Poly 500	Poly 1000	Poly 1500	Poly 2250
Dining Dollars	\$150	\$250	\$500	\$1,000	\$1,500	\$2,250
Bonus Dining Dollars		\$25	\$50	\$100	\$150	\$350
GrubHub Dollars	\$100					
Academic Year Amount	\$250	\$250	\$500	\$1,000	\$1,500	\$2,250

Quarterly Breakdown*						
FALL 2022 Charges	\$250	\$250	\$170	\$334	\$504	\$750
WINTER 2023 Charges			\$165	\$333	\$498	\$750
SPRING 2023 Charges			\$165	\$333	\$498	\$750

- 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 5 p.m., December 10, 2022 to 12 noon, January 7, 2023. The fee for Winter Break Housing is approximately \$1500*. 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.
- e) Payments. Housing fees will post at the beginning of the year for each quarter and will be broken down into 3 monthly installments per quarter. Licensee may choose to pay monthly, quarterly, annually or any other frequency. As long as monthly due dates and amounts are met, the account will remain in good standing. Dining plan fees will post at the beginning of the year for the full Academic Year Amount; Licensee may choose to pay in monthly, quarterly or annual installments. If Licensee adds a dining plan after September 20, 2022 and chooses to pay in monthly or quarterly installments, the full Academic Year Amount will be broken down over the remaining months or quarters in the Academic Year.
- f) Invoices. There will be no invoices. Students can view amounts due on their portal. Licensee is responsible for making timely payments. A registration hold will be placed on accounts with past due balances.

2) 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.
- 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. Please refer to the Financial Aid calculator on the [Student Accounts webpage](#).
 - 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.
 - iv. If payment by Financial Aid eligible, the Licensee will see a "Deferred by Financial Aid" indicator next to the Housing Balance on their Money Matters Tab. If "Deferred by Financial Aid" is not notated on the Money Matters Tab next to the Housing Balance, the Licensee is responsible for making a payment on September 1. A registration hold will be placed for any past due fee amounts that are not eligible for financial aid deferral.
- b) Online. Payments may be made online from the Money Matters tab in the Licensee's Cal Poly Portal or 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 2.75% 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. Include the student Empl_ID and the account for which the funds should be applied (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.

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.

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) Campus Dining. Licensee must submit a cancellation form through Campus Dining to cancel their dining plan; the form can be found at www.calpolydining.com/diningprograms/community. Poly Grub and Poly 250 plans are not refundable. Plans Poly 2250, Poly 1500, Poly 1000, and Poly 500 can be cancelled at any time up through June 18, 2023. There is no fee for dining plan cancellations. If the Licensee has elected to cancel their eligible dining plan by June 18, 2023, unspent Dining Dollars and GrubHub Dollars from the plan, less Bonus Dining Dollars, as of the refund date will be credited to the Licensee's account per Section 4(d) of this document. Dining Dollars are spent before Bonus Dining Dollars and Bonus Dining Dollars are not refundable. Dining Dollars, Bonus Dining Dollars, and GrubHub Dollars from a previous year rollover are non-refundable. The refund date is the date of official withdrawal from the University, the date of the written completed cancellation form to Campus Dining, or the last date of use of the Dining Plan, whichever is later. If the Licensee cancels the License prior to 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, 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 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
- 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.

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