

**California Polytechnic State University
Housing and Dining License Agreement
LICENSE TERMS AND CONDITIONS - 2020 – 2021
TRANSFER STUDENT ADDENDUM**

1) OCCUPANCY

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

2020-2021 Occupancy Dates		
Period	Begins	Ends
Fall Quarter 2020	8am, Saturday, Sept. 12	5pm, Saturday, Dec. 12
<i>Winter Break- NOT INCLUDED separate license & charge</i>	<i>5pm, Saturday, Dec. 12</i>	<i>12noon, Sunday, Jan. 3</i>
Winter Quarter 2021	12noon, Sunday, Jan. 3	5pm, Wednesday, Mar. 24 (residents leaving the University)
Spring Quarter 2021	3pm, Thursday, Mar. 25 (new residents)	5pm, Sunday, June 13 (or 24 hours after last final)

- e) 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 12, 2020 thru 12 noon January 3, 2021 (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 13, 2020 deadline.
- f) Assignment. Specific assignment of a space shall be made by the University, and may be changed from time to time. The University assigns living units and roommates on the basis of availability and information provided on Licensees' application.

2) CANCELLATION.

- a) General Information. Cancellation of the License is authorized only for reasons approved by University Housing. When approved and processed, Cancellation provides that the Licensee will not be responsible for further payments under the License, except for any applicable Cancellation Fees and 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, 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.
- 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.
- 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 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
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 - (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.
- 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 charge 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) 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.

5) DINING PLANS

- a) Dining plans are optional for transfer students.

- b) Dining Plan Schedule. Dining plans will be available for use beginning September 12, 2020 and ending on June 13, 2021. During the academic year, dining plan access coincides with the Housing occupancy periods with the exception of the Thanksgiving academic holiday break the week of November 23-29, 2020. Location availability and dining plan access will be limited during this and other academic breaks. This is factored into the cost of the dining plan. Please refer to www.calpolydining.com for the most current information on all dining locations and hours.
- c) PolyCard Access. Dining plans are accessed through the magnetic strip on the back of the PolyCard. Students must present the PolyCard at the cash registers to make purchases with their dining plan. It is the student's responsibility to acquire the PolyCard at Poly Card Services in order to access their dining plan. The Poly Card Services office is located in Building 46, Room 100 on the Cal Poly campus, (805) 756-2614, polycard@calpoly.edu.
- d) Dining Plan. Dining plans are available to the Licensee. Licensee may select from one of five different dining plan options. Included in the cost of all dining plans are Dining Dollars, which may be used to purchase food and beverages, kitchen supplies, sundries, and personal products at participating Campus Dining locations. Dining Dollars are allocated at the beginning of each quarter and rollover to the next quarter if unused. Dining Dollars remaining at the end of the spring quarter will be forfeited. Dining plans entitle Licensee to a discount depending on the plan option on food purchases at participating Campus Dining Locations. Subway, Shake Smart, and any other 3rd party operators are excluded from the discount.
- 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, discount pricing, and other dining plan offerings are strictly limited to purchase and consumption by the Licensee. Assisting unauthorized persons in the use of Licensee's PolyCard is a violation of the terms and conditions of the License. All unauthorized use of a PolyCard or dining plan, or tampering with or altering the PolyCard, is a violation of this License and shall be considered grounds for confiscation of the PolyCard, disciplinary action by the University, fines, and possible forfeiture of value expended.
- 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) 756-1185 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 during the Fall Quarter from November 1, 2020 through December 1, 2020. Changes will be effective at the commencement of Winter Quarter. Notice of any refunds or change in the fees will be sent to the University Student Accounts Office, and will be subject to that office's policies regarding refunds and changes in fees. (See Appendix A: Payment Schedule and Provisions §5 Refunds.)
- i) Electronic Communications. By agreeing to this License, the Licensee consents to receive electronic communications relating to the dining plan and campus food services. The Licensee may unsubscribe from receiving electronic communications by contacting Campus Dining Customer Service at (805) 756-1176 or campusdining@calpoly.edu.
- j) Administrative Policy. Cal Poly Corporation (CPC) may from time to time, at its sole discretion and without notice, implement new policies and procedures necessary for the effective administration of the collective Dining Plan(s). New policies and/or procedural changes shall not in any way modify material terms, vested rights, or dispute resolution procedures for disputes already in progress.
- k) Resolution of Disputed Claims. Disputed claims between CPC and 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 2020-2021

1) PAYMENTS & FEES

a) Fees and Due Dates. – Housing & Dining fees vary depending on which housing facility and living unit to which Licensee is assigned (i.e. single or double) and which (if any) dining plan Licensee has selected. The payment schedules listed below represent typical Payment Plans for students assigned to the specified apartment types. 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	\$11,583	\$10,422
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	Quarterly & Monthly Housing Fees*	
TOTAL FALL 2020 Charges	\$4,182	\$3,762
Installment Due Dates:		
9/1/2020	\$1,394	\$1,254
(9/1 AMOUNT IF \$500 INITIAL PYMT MADE)	\$894	\$754
10/1/2020	\$1,394	\$1,254
11/1/2020	\$1,394	\$1,254
TOTAL WINTER 2021 Charges	\$3,723	\$3,351
12/1/2020	\$1,241	\$1,117
1/1/2021	\$1,241	\$1,117
2/1/2021	\$1,241	\$1,117
TOTAL SPRING 2021 Charges	\$3,678	\$3,309
3/1/2021	\$1,226	\$1,103
4/1/2021	\$1,226	\$1,103
5/1/2021	\$1,226	\$1,103
TOTAL ACADEMIC YEAR	\$11,583	\$10,422

Academic Year Dining Plans*					
(excludes payment plan fees)					
	CP Max	CP Prime	CP Basic	CP To-Go	CP Grazer
Dining Dollars	\$3,600	\$2,403	\$1,503	\$900	\$450
Academic Year Amount	\$3,600	\$2,403	\$1,503	\$900	\$450

Quarterly Breakdown*					
FALL 2020 Charges	\$1,200	\$801	\$501	\$300	\$150
WINTER 2021 Charges	\$1,200	\$801	\$501	\$300	\$150
SPRING 2021 Charges	\$1,200	\$801	\$501	\$300	\$150

- c) Currency. All payments due are in US Dollars.
- d) Fees exclude Winter Break Housing. Winter Break Housing is offered to students needing to stay anytime between 12noon, December 12, 2020 and 12 noon, January 3, 2021. The fee for Winter Break Housing is approximately \$1011*. 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) Fees and Payments. Housing and Dining (if applicable) 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.
- 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

- d) Financial Aid. Financial Aid may be applied directly to housing and/or dining fees if Licensee accepts enough Financial Aid to first cover all registration and tuition charges.
 - v. 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.
 - vi. 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](#).
 - vii. 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.

viii. 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.

- e) Online. Payments may be made online from the Money Matters tab in the Licensee’s Cal Poly Portal or at http://www.afd.calpoly.edu/student_accounts/online_payments.asp. Online payments can be made with either eCheck (with no added convenience fee) or credit card (with an added 2.75% convenience fee). Online payments received after 5:00 pm will be recorded as paid the following business day. If there are any problems making a payment online, contact the University Student Accounts Office at (805) 756-1428 or by email to studentaccounts@calpoly.edu
- f) At Cashier. Payments, using cash or check, may be made at the University Cashiers Office, Administration (Building 01), Room 131E, (8:30 a.m. to 4:30 p.m., Monday through Friday). Credit card payments are not accepted at the University Cashiers Office.
- g) 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

- d) \$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. Most Money Market Accounts and Lines of Credit do NOT allow eCheck transactions, and use of an invalid financial institution account may result in the \$35 Returned eCheck charge. This fee will be added to the Licensee’s student account balance and will be due immediately.
- e) 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

- d) University Housing. The University shall authorize refunds only as provided for in Title 5 of the *California Code of Regulation* (and the Housing Facility Regulations), this License, and campus policy. See Appendix A: Payment Schedule and Provisions 2020-2021. The University shall refund all money collected in excess of Licensee’s obligations as soon as reasonably possible.
- e) Campus Dining. If the Licensee has elected a dining plan, unspent dining dollar funds as of the refund date will be credited to the Licensee’s account per Section 5(d) of this document. A

cancellation fee up to \$100 may be applied to the Licensee's account. The refund date is the date of official withdrawal from the University, the date of the written completed cancellation form to University Housing, or the last date of use of the Dining Plan, whichever is later. If the Licensee cancels the License prior to Licensee move in or the start of the Fee Period, and prior to use of any declining balance funds, all Dining Plan fees will be credited to the Licensee's account.

- f) Fees not refunded. Convenience, Payment Plan, Returned Check fees will not be refunded. Where applicable, non-refundable fees will not be refunded.
- g) Refunds and Changes in Fees processed by University Student Accounts Office.
 - v. 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.
 - vi. 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.
- h) Refund deadline. No Refund under this License shall be made for any reason after the beginning of the last week of classes of the Spring Quarter.

6) NO INTEREST

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