

California Polytechnic State University
Housing and Dining License Agreement
LICENSE TERMS AND CONDITIONS - 2022 – 2023
FIRST-YEAR STUDENT ADDENDUM

1) OCCUPANCY

- a) Occupancy Periods. Licensee is bound by the *License Terms and Conditions* based upon taking occupancy.

2022-2023 Occupancy Dates		
Period	Begins	Ends
Fall Quarter 2022	8am, Tuesday, Sept. 13	5pm, Saturday, Dec. 10
<i>Winter Break- NOT INCLUDED</i> <i>(Separate License & 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 exam)

- 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. Licensee assigns self, self and roommates (if applicable), or the University assigns Licensee and roommates to a specific living unit on the basis of availability and information provided on the application.

2) LICENSEE REQUIREMENTS

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

4) 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 as set forth herein.
- i. THE FEE PERIOD BEGINS THE DAY BEFORE UNIVERSITY HOUSING OPENS. (The *License* Term begins the day identified above under Occupancy Periods and 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.

- (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.
 - 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 no longer admitted or approved exemption 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 if no longer admitted or approved exemption, 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.
- i. If the cancellation request is received by University Housing less than 30 days prior to the beginning of the Fee Period, University Housing may grant or deny the request based on the following standards:
 - (1) Admission denied (**30-day notice may be waived**)
 - (a) If the Licensee is not admitted to the University and gives written notification to the Executive Director of University Housing within one week of student's notification of denied admission by the University Admissions Office, then no Cancellation Fee is due.
 - (2) End of student status
 - (3) Marriage or registered domestic partnership
 - (4) Hardship/Medical (**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, or Ag Housing assignments.
 - (6) Campus housing exemption approved
 - ii. If the request is granted, the Licensee may be subject to fees for University Housing, based on the pro rata charge for the number of days less than the 30-day period as of the date written notification is received by University Housing.

- d) Cancellation by Licensee **after** the beginning of the Fee Period. (Fee Period begins the day before University Housing opens).
- i. The Licensee must provide a written request to University Housing to cancel the *License* for the living unit with at least 30 days' notice of Licensee's intention to vacate and the reason therefore.
 - ii. The University may grant or deny the request to vacate as submitted on the following standards, with appropriate verification:
 - (1) Admission denied **(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, or Ag Housing assignments.
 - (6) Campus housing exemption approved
 - iii. If the request is granted, the Licensee will be subject to fees for University Housing based on the pro rata charge for the number of days of occupancy, plus an additional charge for the number of days the notification period provided is less than the 30-day period as well as forfeits any non-refundable fees paid.
- 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) HOUSING REGULATIONS

- a) Cooking and Refrigerators. Cooking is not permitted in or around University Housing except in designated areas. These areas include and are limited to lobby kitchens and microwaves located on floor corridors. These cooking privileges are in conjunction with rules established by the Community Council in each hall. Students are not allowed to have microwave units. Hot plates and electric skillets, toasters, blenders, room heaters, air conditioners, freestanding freezer units of any size, and similar appliances, as well as items referenced in the University Housing Policy Guide are not permitted in Residence Hall rooms.
- i. University Housing provides one mini-refrigerator in each Residence Hall room. The mini-refrigerator has a small freezer. The mini-refrigerator's exterior dimensions are approximately 33" tall, 18" wide, and 20" deep (total interior volume is 2.9 cu.ft.).

- ii. No additional refrigerators or freezers of any size are allowed in campus housing.
- iii. Rooms in the North Mountain Halls are provided with a mini-refrigerator/microwave.
- iv. Students with medical needs requiring additional refrigeration space need to contact University Housing.
- v. Mini-refrigerators must be kept in an open space affording ventilation; therefore, placement in closets is unacceptable.
- vi. Mini-refrigerators must be cleaned out for the winter break (December 10, 2022, through January 7, 2023).

6) DINING PLANS

- a) Dining Requirement. All entering First-Year students living in campus housing are required to have a Dining Plan for the entire academic year.
- b) Dining Plan Schedule. Dining plans will be available for use beginning September 13, 2022 and ending on June 18, 2023.
 - i. For move-in and the University-Sponsored Week of Welcome (WOW), a \$200 dining cost is included in the total cost of the dining plan posted to the Student Account, and is due on the first payment due date of the Fall Quarter, September 1, 2022.
 - ii. During the academic year, dining plan access coincides with the Housing occupancy dates defined in the *2022-23 Student Housing and Dining License Agreement* for First-Year Students and Section 1(a) of this *Housing/Dining License Agreement Terms & Conditions/First-Year Addendum*, 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. 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) Dining Plans. First-Year students have three different dining plan options and are required to select a dining plan at the time the Licensee registers for Housing. Included in the cost of all First-Year dining plans are Dining Dollars for food purchases at Campus Dining locations, a \$936 operational fee, guest passes to eat free at the second floor Vista Grande venues, and other benefits that vary by plan as described on the Campus Dining website: <https://www.calpolydining.com/diningprograms/first-year/>. Also included in all First-Year dining plans is a \$200 dining cost for move-in and WOW (Week of Welcome) prior to the start of Fall Quarter, which is due in full along with the first monthly amount due September 1, 2022.

- i. The \$936 operational fee included in the dining plan price helps cover non-food operating costs, including equipment and facility maintenance, and benefits specific to the different plans.
- ii. Dining Dollars included in dining plans, and Bonus Dollars in certain dining plans, may be used to purchase food and beverages at participating Campus Dining locations, as well as kitchen supplies, sundries and personal products at participating Campus Dining Market stores. Dining Dollars and Bonus Dollars are allocated at the beginning of each quarter and rollover to the next quarter if unused.

Unused Dining Dollars and Bonus Dollars remaining at the end of the Spring quarter may also be rolled over to the following academic year (via “Rollover Extension”) to the following academic year with the purchase of any Community Dining Membership (“Voluntary Plan”) for next academic year (2023-2024). The last day to use 2022-23 Dining Dollars is June 18, 2023, at which point any unused Dining Dollars and Bonus Dollars will expire and be forfeited, unless a Voluntary Plan for 2023-24 is purchased by June 20, 2023.

All payments on the following year’s Voluntary Plan (2023-2024) must be current by September 1, 2023 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, 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/or 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. Note that a dining plan is mandatory for all First-Year students living on campus. If the Licensee has any dietary restrictions due to food allergies, food intolerances, and/or other dietary concerns, please review the dining areas and food options available through the dining plan program at <https://www.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’s Registered Dietician at (805) 756-1185 or e-mail campusdining@calpoly.edu for further assistance.
- h) Changes in Dining Plan. The Licensee selects a dining plan at the time the Licensee registers for Housing. Changes to the dining plan will only be allowed during two timeframes: during

the Summer from June 14 through July 25, 2022 (to be effective at the commencement of Fall Quarter) and during the Fall Quarter from and October 26 through November 14, 2022 (to be effective at the commencement of Winter and Spring Quarters). 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) Dining Plan charges and billing. The Licensee is required to pay for the dining plan for which the Licensee is billed within the specified time, even if the Licensee later changes the dining plan. Separate charges or credits resulting from such changes will appear on the Licensee's Student Account after each change. The Licensee is obligated to pay any additional costs related to any changes in the Licensee's dining plan; these changes will be applied to the Licensee's Student Account balance.
- j) 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.
- k) 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.
- l) Resolution of Disputed Claims. Disputed claims between CPC and the Licensee, for which prompt written notice has been given followed by adequate supporting data within a reasonable time, shall be settled by an informal conference to meet and confer for settlement of the issues in dispute. The Licensee agrees that CPC shall have ultimate authority to determine final resolution.

APPENDIX A: PAYMENT SCHEDULE AND PROVISIONS 2022-2023

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. double or triple) and which dining plan Licensee has selected. The payment schedules listed below represent typical Payment Plans for students assigned to the specified room types. Actual payment amounts may vary for reasons including, but not limited to, changing room 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*					
	ResHall Double Room	ResHall Triple Room	yak?itʉtʉu Double Room	yak?itʉtʉu Quad Room	Apartment Single Bedroom	Apartment Double Bedroom
Academic Year Amount	\$10,356	\$9,654	\$11,394	\$9,654	\$13,395	\$11,946

	Quarterly & Monthly Breakdown*					
	ResHall Double Room	ResHall Triple Room	yak?itʉtʉu Double Room	yak?itʉtʉu Quad Room	Apartment Single Bedroom	Apartment Double Bedroom
TOTAL FALL 2022 Charges	\$3,645	\$3,399	\$4,011	\$3,399	\$4,716	\$4,206
Installment Due Dates:						
9/1/2022	\$1,215	\$1,133	\$1,337	\$1,133	\$1,572	\$1,402
(9/1 AMOUNT IF \$500 INITIAL PYMT MADE)	\$715	\$633	\$837	\$633	\$1,072	\$902
10/1/2022	\$1,215	\$1,133	\$1,337	\$1,133	\$1,572	\$1,402
11/1/2022	\$1,215	\$1,133	\$1,337	\$1,133	\$1,572	\$1,402
TOTAL WINTER 2023 Charges	\$3,396	\$3,165	\$3,738	\$3,165	\$4,392	\$3,918
12/1/2022	\$1,132	\$1,055	\$1,246	\$1,055	\$1,464	\$1,306
1/1/2023	\$1,132	\$1,055	\$1,246	\$1,055	\$1,464	\$1,306
2/1/2023	\$1,132	\$1,055	\$1,246	\$1,055	\$1,464	\$1,306
TOTAL SPRING 2023 Charges	\$3,315	\$3,090	\$3,645	\$3,090	\$4,287	\$3,822
3/1/2023	\$1,105	\$1,030	\$1,215	\$1,030	\$1,429	\$1,274
4/1/2023	\$1,105	\$1,030	\$1,215	\$1,030	\$1,429	\$1,274
5/1/2023	\$1,105	\$1,030	\$1,215	\$1,030	\$1,429	\$1,274
TOTAL ACADEMIC YEAR	\$10,356	\$9,654	\$11,394	\$9,654	\$13,395	\$11,946

	Academic Year Dining Plans*		
	First-Year Club	First-Year Plus	First-Year Basic
Dining Dollars	\$5,634	\$5,049	\$4,581
Bonus Dollars	\$402	\$201	-
Operational Fee	\$936	\$936	\$936
WOW	\$200	\$200	\$200
Academic Year Amount	\$6,770	\$6,185	\$5,717
Initial Dining Payment	(\$1,000)	(\$1,000)	(\$1,000)
2022-2023 Balance	\$5,770	\$5,185	\$4,717
	Quarterly Breakdown*		
	FALL 2022 Balance (After \$1000 initial payment)	\$1,390	\$1,195
WINTER 2023 Charges	\$2,190	\$1,995	\$1,839
SPRING 2023 Charges	\$2,190	\$1,995	\$1,839

- 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 5pm, December 10, 2022 and 12 noon, January 7, 2023. The fee for Winter Break Housing is approximately \$1,500*. 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) Separate Payments and Payment Plans. The initial payment for the Housing and Dining Plan fees is a combined payment for both the services. The Housing fees and Dining Plan fees are to be paid separately by Licensee, but with similar payment options for both.
- f) Fees and Payments. Housing and Dining 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 Student Account will remain in good standing.
- g) Invoices. There will be no invoices. Students can view amounts due on their Cal Poly Portal. Licensee is responsible for making timely payments. A registration hold will be placed on the Student Account if there are any past due balances. A financial hold may be placed on Licensee's Student Account for any past due balances, which can prohibit registration.

3) PAYMENT METHODS

- a) Financial Aid. Financial Aid may be applied directly to housing and dining fees if Licensee accepts enough Financial Aid to first cover all registration and tuition charges.
 - i. Financial Aid can only be applied to charges in the quarter for which that aid is disbursed. Financial Aid for winter quarter cannot be applied to charges for fall quarter or vice versa.
 - ii. Qualified Financial Aid can include certain types of student loans, grants and/or many scholarships but does not include Federal Work-Study. 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 2.65% 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 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 Cashiers Office, Administration (Building 01), Room 131E, (8:30 a.m. to 4:30 p.m., Monday through Friday). Credit card payments are not accepted at the University Cashiers Office.
- d) Checks by mail. Payment by check/money order should be made payable to "Cal Poly" for the amounts due. 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.

4) SPECIAL FEES

- a) \$35 Returned eCheck/check fee. If a check or eCheck payment is returned for any reason, including an erroneously entered financial institution account number, the Licensee may be liable for the amount of the check plus a returned check fee of \$35, plus any applicable Late Fee(s). Most Money Market Accounts and Lines of Credit do NOT allow eCheck transactions, and use of an invalid financial institution account may result in the \$35 Returned eCheck charge. This fee will be added to the Licensee's Student Account balance and will be due immediately.

- b) Credit card payments with 2.65% Convenience Fee. 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.

5) REFUNDS AND CREDITS

- a) 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 2022-2023*. The University shall refund all money collected in excess of Licensee's obligations as soon as reasonably possible.
- b) Campus Dining. Commencing with the Licensee's move in to Housing, or the beginning of the fee period as defined in the *2022-23 License of the First-Year Student Housing and Dining License Agreement*, the \$936 operational fee is prorated quarterly, \$312 per quarter, and the quarterly fee becomes non-refundable at the commencement of each quarter. Bonus Dollars, a \$200 dining cost for WOW and move in, and dining plan benefits (may vary by plan) are non-refundable. Dining Dollars are spent before Bonus Dining Dollars. Unspent Dining Dollars, as well as quarterly operational fees for quarters not yet commenced, as of refund date will be credited to the Licensee's account per Section 5(d) of this document. The refund date is the date of official withdrawal from the University, the date of the written completed cancellation form to University Housing, or the last date of use of the dining plan, whichever is later. If the Licensee cancels the *License* prior to the Licensee move in or the start of the fee period, and prior to use of any Dining Dollars, all dining plan fees will be credited to the Licensee's account.
- e) Fees not refunded. Convenience and Returned Check fees will not be refunded.
- d) Refunds and Changes in Fees processed by University Student Accounts Office.
 - i. Notice of any refunds or change in the fees to a Licensee will be sent by University Housing and/or Campus Dining as approved by the respective office(s), to the Student Accounts Office for processing through the Licensee's Student Account.
 - ii. Any refunds or fee changes submitted to the Licensee's Student Account will be subject to University refund, disbursement, and business hold policies, as authorized per §41802 and Title 5 of the *California Code of Regulations* and other applicable law. Refunds deposited to a Licensee's Student Account will first be applied to repay any funds due to Federal, State, institutional or external sources that were conditioned on the Licensee's enrollment. 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. Any remaining credits on the Student Account will be refunded. The Licensee may submit a *Refund Request* to the Student Accounts Office per its policies if there are any Housing or Dining credits on their Student Account that have not yet been refunded. This Refund process also applies to a Licensee who is no longer registered as a student at University.

- e) Refund deadline. No Refund under this *License* shall be made for any reason after the beginning of the last week of classes of the Spring Quarter.

6) NO INTEREST

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