

**California Polytechnic State University
Housing and Dining License Agreement**

LICENSE TERMS AND CONDITIONS - 2023 – 2024

This *Student Housing and Dining License Agreement* (“License”) - consisting of this [License Terms and Conditions](#), the [License Agreement](#), the [Addendums](#) that pertain to your student type and/or living environment with [Appendix A: Payment Schedule and Provisions](#), and all documents referenced therein is entered into between the Trustees of the California State University by California Polytechnic State University (“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, First Year Students are required to have a Dining Plan, for all other students it is optional. All communication regarding your *License Agreement* will be sent via email to Licensee’s Cal Poly email address.

1) LICENSE TERM. This License is for the entire License Term indicated on the licensing contract or balance thereof that was agreed to during the application process.

2) CONSIDERATION; AGREEMENT TO PAY FEES.

- a. In consideration for the right to occupy an assigned bed space in a living unit within a housing facility at the University and receive access to food service (if applicable), Licensee agrees to make payments to the University as set forth in the payment schedule in the *Student Housing 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, see [Appendix A: Payment Schedule and Provisions](#). This License includes the Dining Plan, if applicable. The University collects the Dining Plan fees on behalf of Campus Dining, a unit of the Cal Poly Corporation, 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 as listed on the *Unpaid Charges* section of the *Money Matters* tab on the My Cal Poly Portal.

3) OCCUPANCY.

- a. **Occupancy Period.** 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 licensing contract or 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 at a nightly rate. 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 students to alternative housing as necessary to comply with public health directives. Relocation does not constitute a termination of the Housing License.
- 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.
- 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.

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, 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 with a minimum of eight (8) Cal Poly quarter units or if a graduate student, four (4) units. Exception requests must be submitted through email to University Housing at housing@calpoly.edu for approval if Licensee falls below these minimums. Please contact the Disability Resource Center if disability related. 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 <http://www.hcs.calpoly.edu/content/health/meningitis> for additional information about meningitis. It is also suggested to see <http://eziz.org/assets/docs/IMM-1014.pdf> for recommended immunization and screening requirements for California Colleges and Universities).
- e. ID Card. Licensee must present their student University ID card ("PolyCard") 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 PolyCard 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) 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, 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.

7) MAINTENANCE OF PREMISES AND LIABILITY.

- a. The University shall provide Licensee with a living unit and furnishings. Pre-existing conditions are to be noted on the Room Condition Inventory through the Housing portal by Licensee upon move-in. It is a Licensee's responsibility to accurately report the condition of their room and/or apartment by completing a Room Condition Inventory report within 15 calendar days of taking occupancy. If a report is not submitted within this timeframe, Licensee will not be able to appeal damage charges assessed at move out.
- 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 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.

8) 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. Students interested in obtaining medical insurance through the CSU Domestic Student Health Plan can call Cal Poly's Health Services at (805) 756-1211.
- 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 Cal Poly Housing Application.

9) 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 quarterly 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.

10) 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 payments under the License, except for any applicable cancellation fees due from Licensee or any non-refundable fees, as set forth herein. See addendum of applicable student type for details.
- b. 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.

11) CONDUCT SYSTEM.

- a. The University Housing conduct system coordinates with the University's Office of Student Rights & Responsibilities, the Cal Poly 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 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.

12) 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.

13) 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 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 stored at the University Housing Depot until the end of the academic year before they are donated.
- d. Upon reasonable notice, University Housing reserves the right to terminate the housing license due to public health emergency needs, including closing or de-densifying residence halls and/or apartments for safety concerns.

14) 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, and Access/Prox Card, as instructed via email message before move-out to avoid re-keying charges of \$75 for brass room keys, \$10 for Access/Prox Card, or \$10 mailbox 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. Check-outs must be completed using one of the following ways:
 - i. Complete a Self-Check-Out in the Housing Portal
 - ii. Check out with Housing staff at the [front desk](#)

15) 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, which includes the residence halls, Cerro Vista Apartments, Poly Canyon Village Apartments, 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 the University Housing Services Office at (805) 756-1587 or the University Risk Management Office at (805) 756-6755. See the [University Housing Policy Guide](#) for further details.
- 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 Police on all criminal matters. For more information on Megan's law, please visit UPD's website at <http://www.afd.calpoly.edu/Police>.

- g. Clery Act. The Campus Security Report and the Campus Fire Safety Report can be found at <http://www.afd.calpoly.edu/Police>. University Housing works closely with Cal Poly 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. All residents will be automatically opted in to University Housing's text messaging system. University Housing reserves the right to send broadcast or individual text messages which are related to emergencies, housing building conditions, or activities for which urgent notice is required and that will potentially affect most of the recipients. To Opt-Out of Text Messages, please visit the University Housing Portal via my.calpoly.edu. Carriers may charge for text messages, and charges are the responsibility of the individual not the university.
- 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. 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 and the Cal Poly Corporation 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 Campus Health & Wellbeing 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 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 and dining plan fee amounts representing the time period during which Licensee was unable to occupy the Premises and chooses to reside at their permanent address. At Licensee's option, Licensee may, in lieu of a pro-rata refund for unused dining plan amounts, request that unused dining plan amounts be rolled over to subsequent quarters for use.
 - 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, Cal Poly Corporation, 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, See Appendix A: Payment Schedule and Provisions, and the other documents referenced therein, including the University Housing Policy Guide 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 cigarettes, pipes, cigars, smokeless tobacco, snuffs, and other tobacco products are prohibited on all University and auxiliary properties.
- e. Maintenance of Premises.
- 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.
 - The Licensee shall not bring or maintain any water bed or personal furniture on the premises.
 - Gym or exercise equipment is not allowed in any on-campus housing units (e.g., Pull bars, dance equipment).
 - 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.
 - Per Fire Regulations, all electrical devices must have surge protection.
 - See the [University Housing Policy Guide](#) for more comprehensive maintenance guidelines.
- f. Keys and Access Cards. All Licensees are issued a key and Access/Prox Card 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 Access/Prox Card, 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 \$75. The cost for a replacement Access/Prox Card is \$10, or \$10 mailbox keys.
- 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 quarters (spring to summer quarter and summer to fall quarter 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. Licensees shall register all overnight guests upon arrival. No guest may stay longer than four nights per month. 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> (Policies link). Please note:
- Prior to arriving, all minor guests must have their parent/legal guardian complete the *Minor Guest Application*
 - Minor guests must be in the company of their Cal Poly resident host at all times
 - Minor guests under the age of 15 years old must be accompanied at all times by a parent/legal guardian while in University Housing.
- Cal Poly, University Housing, assumes no supervisory responsibilities for any minor during the visitation period.
- j. Standards of Community. Students 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 Winter quarter 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 five gallons in capacity or ten gallons for two Licensees. The University is not responsible for the loss or damage of personal property.
 - ii. The feeding, 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. Students needing a Service Animal or an Emotional Support Animal are required to be registered through Cal Poly’s Disability Resource Center and University Housing, have written approval by University Housing, and to 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. Students who have sensitivities regarding animals living in close quarters should indicate so during the online housing application process. Emotional Support Animals are not limited to just a dog or cat. 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. Bicycles 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.
- 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. Residents are not allowed to bring personal furniture into Cal Poly residential communities.
- v. Refrigerators.
 - i. Students living in campus Apartments are not allowed to have personal refrigerators. Standard refrigerator / freezer units are provided in Apartment kitchens.
 - ii. Students with medical needs requiring additional refrigeration space need to contact University Housing’s Administration Office.
 - iii. If approved, mini-refrigerators must be kept in an open space affording ventilation; therefore, placement in closets is unacceptable.
 - iv. Refrigerators must be cleaned out for the winter break, see contract for dates.
- w. 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.
- x. Operating a Business. The operation of any personal or outside business utilizing housing facilities or resources is not allowed.
- y. Gambling. Illegal gambling anywhere on State property is prohibited (e.g., activities played for money, checks, credit or other representative value).
- z. No access sites. Unauthorized presence on rooftops, ledges or areas marked for restricted access in any housing facility is prohibited.
- aa. Additional locks. The installation of any door or area locks other than those provided by University Housing is prohibited.
- bb. 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 network and possible revocation of this License (see [License Terms and Conditions](#) §12- Revocation of License.) Violations may also 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.
- cc. Telephones. The University provides analog telephone service in community common areas throughout housing complexes. Housing fees cover basic telephone charges and local calls for the community common area phones. For long distance/toll calls, students need to use either prepaid calling cards, phone company calling cards or personal cell phones. 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.
- dd. Solicitation. Soliciting is not permitted.

- ee. Chemical Agents. The improper discharge of a chemical agent (e.g., mace, pepper spray) in or around University Housing facilities is prohibited.
- ff. Gatherings. A gathering of more than ten total individuals in an apartment or common area without the approval of the Coordinator of Student Development is in violation of policy. Failing to comply with the policies for a registered gathering is prohibited.
- gg. Darts. Darts and dart boards are not allowed in or around University Housing facilities.