



CAL STATE
EAST BAY

STUDENT HOUSING AND RESIDENCE LIFE

2019-2020
License Agreement



CAL STATE
EAST BAY

Student Housing & Residence Life

Mission Statement

The California State University, East Bay (CSUEB) Student Housing and Residence Life (SHRL) department in conjunction with the mission of the University and the Division of Student Affairs works to engage all residential students in their holistic development and academic success towards retention, graduation, and future endeavors. SHRL works to sustain this mission by providing student-centered programs, services, and facilities that foster a safe, inclusive and vibrant residential learning community.

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Important Dates

February 18, 2019 - February 20, 2019	Returning Resident Process - 2019-2020 ACADEMIC YEAR. Application fee, initial payment due upon completion of contract.
March 4, 2019 February 20, 2019	New Resident Contracting Process Begins - 2019-2020 ACADEMIC YEAR. Application fee, initial payment due upon completion of contract.
April 17, 2019 - April 18, 2019	Summer session 2019 - Application fee, initial payment due upon completion of contract.
March 24, 2019	New Resident Contracting Process - 2019-2020 ACADEMIC YEAR: Deadline to complete the 2019-2020 ACADEMIC YEAR application and contract to participate in the self-select room selection process. Self - select room selection times will be based on submission date and time of the contract.
April 5, 2019	New Resident Contracting Process - 2019-2020 ACADEMIC YEAR: Student receives a room selection appointment, and instructions on how to complete the self-select room selection process (Subject to availability)
April 10, 2019 - April 12, 2019	New Resident Self-Selection Process (Subject to space availability)
May 13 - 17, 2019	24 Hour Quiet Hours/Final Exams
May 17, 2019	All non-summer Licensees move-out by 2:00 p.m. All meal plans end at 1:30 p.m. (this includes Flex dollars).
June 1, 2019	New summer 2019 term Licensees check in between 12:00 p.m. and 3:00 p.m.
June 3, 2019	Summer session 2019 first day of classes
June 4, 2019	All new summer session 2019 Licensees must be checked in by 10:00 p.m. Licensees who do not check in by 10 p.m. on June 4, 2019 and have not communicated prior with the Assignments Coordinator will have their contract cancelled.
July 15, 2019	Fall 2019 payment due date
July 18, 2019	Last day to cancel 2019 – 2020 License Agreement with \$100 cancellation fee. (Application fee is non-refundable.)
August 16, 2019	First Time Freshmen Licensees move-in process begins at 10:00 a.m. - 4:00 p.m. Check-ins are also facilitated 8:00 p.m. to 10:00 p.m. Meals begin with brunch @ 10:30 a.m
August 17, 2019	General move-in process for all licenses begins at 10:00a.m. - 4:00p.m. Check-ins are also facilitated 8:00p.m. to 10:00p.m..

August 19-20, 2019	Check-in continues 8:00 p.m. to 10:00 p.m.
August 20, 2019	Fall semester 2019 first day of classes
August 20, 2019	All fall semester 2019 Licensees must be checked in by 10:00 p.m. Licensees who do not check in by 10 p.m. on August 20, 2019, and have not communicated prior with the Assignments Coordinator, will have their contract cancelled.
November 4, 2019	New Resident Contracting Process Begins for spring semester 2020. Application fee, initial payment due upon completion of contract.
November 14, 2019	Last day to submit <i>Request to Cancel</i> (Approval Required).
November 25 - 29, 2019	Campus closed for Thanksgiving break. Meal service schedule will vary.
December 1, 2019	Intent to stay for Winter Break form due
December 9, 2019	Spring semester 2020 payment due date
December 10 - 13, 2019	24 Hour Quiet Hours/Final Exams
December 13, 2019	Fall Apartment Inspections
December 15, 2019 – January 19, 2019	No meal service in the Dining Commons. Limited retail locations will accept Flex Dollars.
December 13, 2019	Last day for new spring semester 2020 applicants to cancel License Agreement with \$100 cancellation fee. (Application fee is non-refundable).
December 24, 2019 – January 1, 2020	Campus Closed
January 12, 2020	New spring semester 2020 Licensees check in between 12:00 p.m. and 3:00 p.m. Spring semester 2020 Flex Meal Plan begins.
January 19, 2020	Meals begin with brunch @ 10:30 a.m.
January 21, 2020	Spring semester 2020 first day of classes
January 21-22, 2020	Check-in continues 8:00 p.m. to 10:00 p.m.
January 22, 2020	All new spring semester Licensees must be checked in by 10:00 p.m. Licensees who do not check in by 10 p.m. on January 22, 2020, and have not communicated prior with the Assignments Coordinator, will have their contract cancelled.
March 30 - April 3, 2020	Spring Break No meal service in the Dining Commons. Limited retail locations will accept Flex Dollars.
May 11 - 15, 2020	24 Hour Quiet Hours/Final Exams
May 15, 2020	All non-summer Licensees move-out by 2:00 p.m. All meal plans end at 1:30 p.m. (this includes Flex dollars).

Terms and Conditions

By completing and signing the License Agreement, Licensees agree to adhere to the terms, conditions and policies set forth by this License Agreement and the Residence Life Community Guide. **Applicants should read these provisions carefully before completing License Agreement.**

1. Application and Initial Payment

In order to apply to Student Housing, the student must be provisionally admitted to the University. All housing applicants, including all financial aid recipients, are expected to pay a \$40.00 non-refundable application fee and a \$500.00 initial housing payment out of pocket.

A \$40.00 non-refundable application fee, \$500.00 initial housing payment, online housing application and an electronically signed License Agreement must be submitted in full before a housing application will be considered for an assignment. Applications will not be processed without these payments. The \$500.00 initial payment is pre-payment of the portion of the fall semester charges (or spring semester if a new spring semester applicant). It is applied directly to the housing fees. It is not a deposit since it is not returned at the end of the academic year.

2. Eligibility

To be eligible for on-campus housing, a student must be enrolled at California State University, East Bay unless exception is petitioned and approved by the Director of Student Housing or a designee. In addition, priority will be given to those students who are actively enrolled in 12 undergraduate or 8 graduate units. The License Agreement may be revoked by the University if the Licensee fails to meet the above minimum requirements. All assignments to a Student Housing space are contingent upon acceptance and proper enrollment at California State University, East Bay. If the Licensee is not admitted or is disqualified/suspended during the duration of this License Agreement, it is the Licensee's responsibility to notify Student Housing immediately by completing a Request to Cancel form. The Licensee will be charged for rent (and meal plan if applicable) until written notification is received by Student Housing.

3. Occupancy Period

A Licensee may reserve a bed space either for the entire academic year or for the spring semester only. A license for the academic year begins at 10:00 a.m. on Saturday, August 17, 2019, and ends 2:00 p.m. on Friday, May 15, 2020. A license for the Spring 2020 begins at 10:00 a.m. on Sunday, January 12, 2020, and ends 2:00 p.m. on Friday, May 15, 2020. Licensees retain access to their assigned space throughout the academic year including all holidays as well as the Winter and Spring Breaks. Licensees who plan to attend summer session or reside on-campus during the summer will need to complete a summer contract.

Should Licensee choose not to check in to the assigned space by the deadline, the Licensee's Student Housing reservation will be cancelled and prorated charges will be assessed; conditions of Section 8 of the License Agreement will apply.

Licensee shall vacate the CSUEB Student Housing facility to which the Licensee is assigned on the expiration of the license period, or upon termination of the license to use the facilities, or revocation of this License Agreement, whichever occurs first. (See "Check-in/Check-out," under Policies, Regulations, and Procedures). Any Licensee who does not vacate the Student Housing facility as required by this section shall be evicted in the manner provided by the laws of the State of California and charged a daily rate through the length of stay. The University may charge any other applicable fees or charges. The matter shall be referred to the CSU Office of General Counsel for appropriate legal action. Any property of the Licensee remaining in the Student Housing facility may be removed and stored by the University at the expense and risk of the Licensee and will be disposed of pursuant to the laws of the State of California as outlined in Title V, Section 42375, entitled Care, Restitution,

Sale or Destruction of Lost Property, and Section 42376, entitled Proceeds of Sale.

3a. Summer 2019:

Housing for Summer 2019 is available to students who attend summer classes at CSUEB, or current spring semester Licensees who wish to remain on campus during the summer.

Licensees transitioning from the 2018-2019 License period: May 17, 2019 - August 2, 2019 at 2:00 p.m.

New residents: June 1, 2019 - August 2, 2019 at 2:00 p.m.

Licensees transitioning to a fall semester 2019 assignment must fill out a Summer Addendum; these Licensees begin the academic year contract on August 17, 2019.

3b. Academic Year Fall 2019 - Spring 2020:

Academic Year applicants: August 17, 2019 through May 15, 2020 at 2:00 p.m.

Failure of academic year Licensee to move in before 10:00 p.m. on Tuesday, August 20, 2019 may constitute cancellation of the License Agreement with charges, and conditions of section 14 of the License Agreement will apply

Spring 2020 applicants: January 12, 2020 through May 15, 2020 at 2:00 p.m.

Failure of spring semester Licensee to move in before 10:00 p.m. Tuesday, January 22, 2020 may constitute cancellation of the License Agreement with charges, and conditions of section 14 of the License Agreement will apply.

4. Meal Plans

Meal plans are required for all Licensees living on campus. First Year Students may select between the Black or Red plan only. Non-First Years may select between the Pioneer, Bay, Black or Red meal plans.

5. Room Assignments, Room Changes & Consolidation

The authorized capacity is based on bed space; the Licensee has licensed a bed space only, and authorized occupancy is one (1) only.

Licensees will have the opportunity to choose a preferred building, room, and occupancy type based on the date of submission of the initial payment and completion of the online contract through the Room Selection Process based on space availability.

Student Housing will make every effort to assign Licensees to the requested area or community and occupancy type based on preference and qualifications required to meet established criteria of any community, yet reserves the right to assign any Licensee to any space based on administrative need, regardless of Licensee qualifications. Student Housing cannot guarantee any roommate matching requests.

Licensees who request a space in a community that is initially full may be automatically placed in an alternate location until the requested space becomes available. Licensee will be automatically placed on a waiting list for the requested space. Prior to assignment letter notification, as spaces open, individuals on the waiting list will be re-assigned. After assignment letters have been sent, Licensees on the waiting list will be contacted via email prior to being reassigned.

Inability by Student Housing to honor assignment preferences will not void this License Agreement.

Every Licensee is assigned to a specific room and bed space, and must occupy only the assigned room and bed space during the term of their contract. New Licensees may be assigned at various times during the year; therefore, vacant bedrooms/bed spaces must be ready to be occupied because these may become occupied without prior notice. However, as a courtesy,

Student Housing will make every attempt to notify roommates of an incoming Licensee, but in some cases, advanced notice may not be possible. Licensees, who occupy or utilize a space not officially assigned to them, will be charged a \$100.00 fee per day of liquidated damages and any additional fees associated with cleaning bed spaces and/or common area spaces.

Student Housing understands that roommate conflicts may develop or Licensees may wish to move to a different apartment, suite, or room. In order to establish who has checked in, cancelled, or delayed their check-in date and to ensure all Licensees have moved into the proper spaces, no room changes will occur during the first week of each semester. Failure to go through the correct Room Change process will result in each Licensee who has changed rooms/bedspace moving back to the originally assigned room/bed space, may result in a fine of \$100.00 for moving without approval, and may involve potential disciplinary action. **Refer to the Apartment Living Guide for further information on Room and Roommate Changes in the Policies, Regulations, and Procedures.**

Each Licensee who is approved for a room change will be subject to a \$50.00 room change administrative fee. This charge is waived once per academic year if approved during the semester Room Change Process.

Licensee shall not assign this License or any interest herein or sublet, license, grant any concession, or otherwise give permission to anyone to use or occupy all or any part of the premises. Any attempted assignment, subletting, license or concession agreement without Student Housing written consent shall be void and confer no rights upon any third party.

Licensees may only use the Student Housing space assigned to them. Student Housing reserves the right to assign vacant space as needed.

Specific assignment of a space in an apartment shall be made by the University at the time of occupancy, and may be changed from time to time in the interest of health, discipline, vacations, recesses, management, and/or general welfare of the Licensee(s).

5a. Room/Apartment/Suite Preparedness

Every Licensee is assigned a specific room and bed space and must occupy only that assigned room and bed space. All unassigned rooms and bed spaces must be prepared and ready for a new Licensee/roommate or current Licensee will be charged \$100.00 per day, liquidated damage charges, and/or the cost of occupying the additional room/bed space.

5b. Additional Considerations

Student Housing is committed to meeting the needs of Licensees and will work with Licensees to make accommodations where possible to ensure all Licensees have access to Housing facilities. Licensees requiring specific ADA or other special accommodations should note this on their housing application so that a member of our staff can work with them to best meet these needs. Some Student Housing facilities are accessible to Licensees in wheelchairs (including bathrooms), and specially-adapted rooms are available for Licensees who are hearing and/or visually impaired.

Additional considerations include:

1. Mobility, vision, or hearing impairments (where physical accommodation or building adaptation may be required), or mental health concerns.
2. Medical concerns.
3. Accessibility needs that may require a live-in attendant.
4. Needs requiring a Service Animal or Emotional Support Animal.

NOTE: If you identify yourself as someone who requires assistance for safe exiting from a residence during an emergency, Residence Life Staff will meet with Licensees on an individual basis. For more information, please contact the Student Housing Office at (510) 885-7444.

5c. Consolidation

The Housing License Agreement provides opportunities to help these students by using the process of consolidation to create more spaces. Consolidation is the act of reassigning residents from one space into another when specific situations occur including the following: (1) 50% or less occupancy in a suite, apartment, and/or bedroom, (2) Safety, (3) Administrative needs.

Our goal is to keep you and your roommate together when consolidating spaces but that is not always possible. During the semester, most consolidations will happen during the 3rd week of the fall and spring semesters. If any additional consolidations are needed, they will happen during the semester break period or as administratively as needed. Student Housing reserves the right to change the Licensee's assignment within the Student Housing facilities with a 24-hour notice for reasons of health, Licensees' welfare, administrative necessity, or as a result of administrative action.

5d. Destruction or Unavailability

In the event that a bed space is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this License Agreement is made, Licensee shall be entitled to a prorated account adjustment of any fees applicable to periods after Licensee was required to vacate. Such conditions include, but are not limited to: damage caused by floods, slides, fire, earthquake, and other natural disasters; vandalism; civil disorder, compliance with state or federal law; interruption of basic services because of labor strife; a drop in the rate of cancellations not reasonably foreseen by the University, if such a drop results from an overbooking of available Student Housing facilities.

6. Notice of Vacating and Cancellation of License

Any Licensee who requests to vacate a Student Housing facility shall give at least thirty (30) days written notice of intention to vacate and the reasons theretofore. CSUEB Student Housing, using the standards established pursuant to Title V, Section 42017, may grant or deny the request to vacate.

A written request to cancel a reservation less than thirty (30) days before the beginning of the occupancy period shall include Licensee's statement of reasons. The University may exercise its discretion to grant or deny the request. Student Housing may deny the request for cancellation, wherein the Licensee shall owe the full fee period of the license (academic year), plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information section, and a \$100.00 cancellation fee. In any case, the charges will be prorated if a replacement acceptable to the University is found. All empty spaces within all facilities will be filled before any Licensee's license can be replaced.

Licensees who are approved to cancel may be charged a \$100.00 cancellation fee, 30 days rent fee, plus the nonrefundable fees described in the Payment Information section.

Failure to receive an assignment electronically or by mail is not cause to cancel the License Agreement.

**For information about necessary documentation please refer to the Student Housing and Residence Life Community Guide.*

1. Cancellation by Licensee Before Occupancy

- i. The occupancy period begins Saturday, August 17, 2019 for the academic year and Sunday, January 12, 2020 for new Licensees entering the spring semester. Licensee may cancel a reservation for a space in the facility by giving written notice to Student Housing at least thirty (30) days before the beginning of the occupancy period (on or before Thursday, July 18, 2019 for the academic year and on or before Friday, December 13, 2019 for new Licensees entering for the spring semester). A \$100.00 cancellation fee will be charged.

Failure to receive an assignment electronically or by mail is not cause to cancel the License Agreement.

2. Cancellation After Occupancy

- i. Each Licensee's agreement is for a full academic year (or full spring semester for new Licensees entering spring semester). Any Licensee who requests to vacate the Student Housing facility must give notice, in writing, of intention to vacate and the reason theretofore.

Student Housing may exercise its discretion to grant or deny a request to vacate.

Student Housing may approve the request to vacate, wherein the Licensee shall owe an amount equal to a prorated charge for each day from the beginning of the fee period (as defined in Section 3) through the end of the occupancy period, 30 days rent, plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information, and

a \$100.00 cancellation fee.

Student Housing may deny the request to vacate, wherein the Licensee shall owe the amount due under the full fee period of the License (academic year), plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information, and a \$100.00 cancellation fee. Charges will be prorated if a replacement acceptable to Student Housing is found. All empty spaces within all facilities will be filled before any Licensee's license can be replaced.

Licensees who have petitioned to cancel and have forged or knowingly provided false information/documentation to Student Housing will be referred to the Office of Student Conduct, Rights, and Responsibilities for disciplinary action per section 41301 of Title V, and California Administrative Code. Following all of the appropriate cancellation procedures is the responsibility of the Licensee. "Request to Cancel" forms and guidelines are available in the Student Housing Office. ***Unless cancellation is officially approved and appropriate check-out procedures followed, the Licensee is required to pay for the entire License period.*** Account adjustments take at least 4-6 weeks from official date of move-out.

Roommate/community-related issues are not considered grounds for cancellation and will be referred to Residence Life staff for follow-up and appropriate response as warranted/possible.

Current Licensees who will not be attending CSUEB in the spring semester, and wish to cancel the housing, should submit a "Request to Cancel" form by November 14, 2019. Cancellations submitted and approved after this deadline will not have any late fees adjusted that may have been assessed due to late or non-payment.

7. Revocation of License Agreement

University may revoke this License Agreement for any of the following reasons:

- a. Conduct by the Licensee, which, in the determination by the Director or designee, constitutes or would constitute misconduct within the meaning of section 41301 of Title V, California Code of Regulations. No disciplinary proceedings need be commenced against the Licensee by the University under section 41301 for purposes of revocation of the License Agreement under this section; furthermore, the License Agreement may be revoked under this section regardless of whether disciplinary proceedings are commenced against the Licensee by the University under section 41301, and regardless of the outcome of those disciplinary proceedings.
- b. If the Licensee is convicted of any misdemeanor or felony committed on University property, or involving any member of the University community (e.g. students, staff, or faculty) whether on or off University property or that is otherwise University-related.
- c. Breach of any term of this License Agreement, specifically including, but not limited to, breach of any of the Policies and Regulations contained in this License Agreement.
- d. Nonpayment of License Fees.
- e. Breach of any of the provisions of Sections 42000, et seq. of Title V, California Code of Regulations.
- f. Failure of Licensee to maintain status as a student at the University through academic dismissal or all other withdrawals. Students must be matriculated and/or enrolled in the regular academic program at CSUEB.
- g. Administrative necessity of the University. Administrative necessity exists when any condition not reasonably foreseen at the time of confirming a reservation, issuing a license, or renewing a license occurs and prevents the campus from making or continuing to make a Student Housing facility available to the Licensee. Such conditions shall include, but are not limited to, damage caused by floods, slides, fire, earthquake, and other natural disasters; vandalism; civil disorder; compliance with state or federal law; interruption of basic services because of labor strife. Such conditions shall also include a drop in the rate of cancellation not reasonably foreseen by the campus, if such drop results in an overbooking of available Student Housing facilities.
- h. If the continued presence of the Licensee poses a danger to themselves or other Licensees, staff, faculty, or other members of the University community.

University shall provide Licensee no less than three (3) days notice in the event of an occurrence described above, except in cases of emergency.

Licensee will be assessed charges according to Terms and Conditions, Section 12 b.

7a. Eviction/Suspension Payment

As per the Terms and Conditions, Section 12, if a Licensee is either evicted or suspended, the Licensee shall owe the full fee period of the License (academic year), plus any charges for damages, cleaning, and all nonrefundable fees as described in the Payment Information.

7b. Trespass:

Licensees who have been evicted are considered banned and no longer permitted to be a Licensee or visitor to any Student Housing facilities or grounds per penal code 602(m). Should an evicted person return to the Student Housing community, they are subject to immediate arrest for trespassing.

7c. Abandonment or Termination by Licensee

Except as permitted in Section 12 a and b, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due to Student Housing, so long as University does not terminate Licensee's right to possession.

7d. Disposition of Property

Any property of Licensee remaining on the premises after abandonment, termination, eviction, or revocation of this license may be removed and placed in storage. A fee will be charged for such storage. Property may be claimed by Licensee or authorized agent upon full payment of storage charge. Any property of the Licensee remaining in the Student Housing facility may be removed and stored by the University at the expense and risk of the Licensee and will be disposed of pursuant to the laws of the State of California as outlined in Title V, Section 42375, entitled Care, Restitution, Sale or Destruction of Lost Property, and Section 42376, entitled Proceeds of Sale. Licensee releases the University from any liability for any damages or loss to property disposed of in the manner described above.

7e. Payment of Fees

Licensee should carefully read the Payment Information section of this License Booklet and submit required initial housing payment along with their required online application and \$40 non-refundable application fee. If the Licensee is assigned to a housing space after the academic year begins, the Licensee shall be charged a prorated fee for the balance of the academic year. Residents will be billed each semester. It is the responsibility of the student to adhere to payment due dates. If Licensee's account becomes delinquent, Licensee will be charged a \$75.00 late fee for every month the account is delinquent and action will be taken to block registration and withhold records. See additional information in the Payment Information section at end of this License Booklet.

7f. Treatment of Indebtedness

Failure to pay Student Housing fees or payment with a dishonored check that has not been redeemed by the university will result in action described in "Nonpayment of License Fees," Section 19 of the Terms and Conditions of this Student Housing License Agreement. It will also result in the University pursuing the debt via its in-house collection office, assignment of the debt to a private collection agency, suit filed in small claims court, disclosure of the debts, and/or judgment to a credit bureau organization, and/or submission of the name to the California State Franchise Tax Board for offsetting of state income tax refunds. After 60 days of non-payment, debts will be sent to collections. Submission of the debt to a collection agency will result in negative credit information reported to credit bureaus. If any of these collection steps are necessary, the debtor will be held liable for any attorney fees, court costs, and any other collection costs that may occur. Indebtedness will result in "holds" being placed on grades, registration, financial aid, and transcripts.

7g. Nonpayment of License Fees

Nonpayment of License Fees may, at the discretion of the University, result in:

- a. Assessment of late fees as stated in the payment schedule. In addition to the late fee, failure to pay, as agreed, may result in interest at 10% per annum on any delinquent amounts during the period of the delinquency.
- b. Revocation of the License Agreement with financial penalties, as noted in Section 12.
- c. Withholding of University services pursuant to Section 42380, E.T. Seq., Title V, California Code of Regulations. This includes withholding official transcripts and denial of registration.
- d. Offset of paychecks, loans, grants, or scholarships payable through the University, or tax refunds through the

Franchise Tax Board.

- e. Notification of default to credit bureau organizations.
- f. Employment of a collection agency to collect all delinquent amounts. Any attorney fees and other reasonable collection costs and charges accrued during the collection of said amounts are the responsibility of the Licensee.
- g. Legal action to collect unpaid obligations.
- h. By signing the License Agreement, Licensee consents to the release of information from student records to non-University third parties such as credit bureaus, credit gathering organizations, skip tracers, billing agencies, collection agencies, legal counsel, parents, guardians, and employees which may, in the judgment of University, be necessary or helpful in the collection of delinquent obligation arising out of the Agreement.
- i. By signing to the terms of the License Agreement, Licensee agrees that Student Housing fees are an extension of credit for living expenses and are considered an educational debt.
- j. Licensee waives the benefit of any limitations affecting liability or the enforcement thereof to the extent permitted by law (California Code of Civil Procedures 360.5).

7h. Dishonored Payment

Fees will be assessed for any dishonored checks, and Licensees are liable for balance due plus fees under Civil Code, Section 1719 for triple the amount of the check (a minimum of \$100.00 and a maximum of \$500.00) if funds necessary to cover the check are not received within 10 days following a written notice. Licensees may also have their Student Housing License revoked for non-payment of a dishonored check debt.

8. Student Conduct Policies/Regulations

8a. Student Conduct

In accordance with the CSUEB Student Code of Conduct (see website below) and Housing policies as outlined in the Student Housing and Residence Life Community Guide, unacceptable behavior or failure to adhere to policies may result in permanent removal of a Licensee from the Dining Commons.

Inappropriate conduct by students is subject to discipline on the CSUEB campus. In collaboration with the Office of Student Conduct, Rights, & Responsibilities, Student Housing and Residence Life coordinates the conduct process and establishes standards and procedures in accordance with regulations contained in Sections 41301 through 41304 of Title V, California Code of Regulations. A copy of these regulations can be found in the current edition of the CSUEB General Catalog. All violations of the Terms and Conditions or Policies and Regulations below are subject to review by the Office of Student Conduct, Rights, & Responsibilities for violation of 41301 through 41304, and will be grounds for conduct sanctions and/or eviction from CSUEB Student Housing facilities. Conduct that is in violation of the law will be referred to University Police for investigation, if warranted.

8b. University Policies (Student Conduct Code)

Licensees are required to abide by all university policies as outlined in the CSUEB Student Conduct Code (<http://www.csueastbay.edu/studentconduct/>). Refer to the catalog for specific policy numbers.

8c. Harassment and/or Assault

Student Housing is a diverse community comprised of a myriad of cultures, lifestyles, thoughts, and perspectives. In order to maintain a comfortable environment that both respects and celebrates this diversity, harassment of any kind will not be tolerated. Any form of activity, whether covert or overt, that creates a threatening or harassing environment for any Student Housing Licensee, guest, or staff member will be handled judicially and may be grounds for immediate disciplinary action, revocation of the License Agreement, and criminal prosecution. The following policies are in effect for any resident or their guest that are involved in decision making/incidents that may constitute the violation of these policies.

As per CSU Executive Order 1097:

All Students have the right to participate fully in CSU programs and activities free from Discrimination, Harassment, and Retaliation. The CSU prohibits Harassment of any kind, including Sexual Harassment, as well as Sexual Misconduct, Dating and Domestic Violence, and Stalking. Such behavior violates University policy and may also violate state or federal law.

8d. Prohibited Conduct

The CSU prohibits:

- Discrimination, including Harassment, because of any Protected Status: i.e., Age, Disability, Gender, Genetic Information, Gender Identity or Expression, Nationality, Marital Status, Race or Ethnicity, Religion, Sexual Orientation, and Veteran or Military Status;
- Retaliation for exercising rights under this policy, opposing Discrimination or Harassment because of a Protected Status, or for participating in any manner in any related investigation or proceeding;
- Dating and Domestic Violence, and Stalking;
- Sexual Misconduct of any kind, which includes sexual activity engaged in without Affirmative Consent; and,
- Employees from entering into a consensual relationship with any Student over whom they exercise direct or otherwise significant academic, administrative, supervisory, evaluative, counseling, or extracurricular authority.

The University shall respond promptly and effectively to all complaints of Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking, and shall take appropriate action to prevent, correct, and discipline conduct that violates this policy. This Executive Order is intended to protect the rights and privacy of both the Complainant and the Respondent, as well as other involved individuals.

Employees and Students who are found to have violated this policy shall be subject to discipline commensurate to the violation. If Employee discipline is warranted, it shall be administered in a manner consistent with applicable collective bargaining agreements, CSU policies, and legal requirements. Student discipline shall be administered in accordance with 5 Cal. Code Regs. § 41301 and Executive Order 1098, or any superseding executive order.

8e. Smoking

In accordance with Executive Order W-42-93 issued by the Governor of California in February 1993 and S03-6 signed by the University President on May 15, 2003, all smoking (including non-smoke/electronic cigarettes) in state-owned buildings and leased space, including all residence facilities, Licensee apartments, Licensee rooms, patios, and stairwells is prohibited. As of September 1, 2017, smoking on campus is prohibited. It is also prohibited in the City of Hayward per the Municipal Code - Sec. 5-6.04 – Prohibition of smoking in public places, and certain other areas

Licensees who do smoke within Student Housing facilities are in violation of the License Agreement and University policy. A minimum fee of \$50.00 may be charged to all involved for smoking within Housing facilities including any Licensee(s) responsible for passive involvement or concealment of the violation. The smoking assessment will be completed by a Residence Life Staff Member and the Building Coordinator. If, during the assessment, it is determined that the space needs to be professionally cleaned to rid the apartment/suite/bedroom of the smell, all responsible for actively smoking will split the cleaning fees assessed.

Violation to this policy may result in immediate revocation of the License Agreement

8f. Alcohol

California state law prohibits alcoholic beverages from being sold, furnished, or given to any person under the age of 21.

A Licensee who is at least 21 years of age and elects to consume alcohol in Student Housing may do so only if all those present in the room are over 21 years of age, including all roommates. No individual(s) under the age of 21 is allowed to consume alcohol on any Student Housing property.

If at least one Licensee of a suite, room, or apartment is under 21 years of age, no alcohol is permitted in the common areas of that apartment, suite, or room. Alcohol may only be consumed or stored in the bedroom if all Licensees in that room are 21 years of age or older. No individual(s) under the age of 21 is allowed to be present when alcohol is present.

If all Licensees occupying a room, apartment, or suite are over 21 years of age, alcohol is permitted in the living space. No individual(s) under the age of 21 is allowed to be present when alcohol is present.

Any alcohol found that violates the CSUEB alcohol policy or any of the above Student Housing policies, regardless of the age of the owner, must be disposed of under the supervision of a Student Housing staff member. Failure to do so and to

cooperate with the request of a Student Housing staff member will result in additional judicial sanctions.

8g. Drugs

The possession, use, distribution, sale, or manufacture of illegal drugs/narcotics is prohibited by state law and University policy. Such drug activities are not permitted and will not be tolerated in Student Housing facilities or surrounding University facilities/parking lots. Violations of this policy may result in immediate revocation of the License Agreement.

Cal State East Bay, like all colleges and universities, are held to two federal laws, the Drug-Free Schools and Community Act and the Drug-Free Workplace Act. These laws say that in order to receive any federal funding (work-study, financial aid, and federal research grants), the university must prohibit all illegal drugs. Since marijuana is still illegal under federal law, it remains an illegal substance to possess, sell or use. Cal State East Bay must therefore continue to prohibit its use, possession or sale on campus as well. This policy is specific to the residence halls and all other Student Housing facilities. This will be enforced by Housing Staff and supported by University Police Department. Housing staff will contact UPD in situations where an officer's presence is needed. Violations of this policy may result in immediate revocation of the License Agreement.

Marijuana in any form is prohibited in Student Housing facilities and/or surrounding University facilities, grounds, and parking lots. Medical Marijuana Cards are not an exception as Marijuana in any form is prohibited in Student Housing facilities and/or University facilities, grounds, and parking lots. The smell of marijuana in addition to the presence of other evidence that supports the use of marijuana on Student Housing property may be sufficient to hold the Licensee(s) accountable.

Conduct sanctions will be assigned to any Licensee(s) found responsible for any damage to furniture, bedroom, room, suite, or apartment by the presence (including smell) of marijuana.

Licensees who smoke within Student Housing facilities are in violation of the License Agreement and University policy. A minimum fee of \$50.00 may be charged to all involved for smoking within Housing facilities including any Licensee(s) responsible for passive involvement or concealment of the violation. The smoking assessment will be completed by a Residence Life Staff Member and the Building Coordinator. If, during the assessment, it is determined that the space needs to be professionally cleaned to rid the apartment/suite/bedroom of the smell, all responsible for actively smoking will split the cleaning fees assessed.

Violation to this policy may result in immediate revocation of the License Agreement

8h. Visitors and Guests

Licensee shall permit no visitors or guests to enter Student Housing facilities except as permitted in Policies, Regulations, and Procedures of this License Agreement or the Student Housing & Residence Life Community Guide.

8i. Quiet and Courtesy Hours

Quiet Hours Process: As a part of CSUEB, Student Housing is an extension of the academic environment that exists on campus. To support this living and learning environment, the following quiet hours are enforced:

Sunday-Thursday: 11:00 PM-9:00 AM

Friday-Saturday: 12:00 AM-9:00 AM

Quiet hours are extended to 24 hours during final exams beginning at 8 pm on the Friday before finals week. During quiet hours, noise should not be heard between the apartments, between bedrooms, or between the common areas and the bedrooms - to the extent that is humanly possible, given the community design of the facilities. Quiet hours apply to the entire complex, including the grounds.

Courtesy Hours Process: Courtesy Hours are in effect 24 hours a day, seven days a week. However, any Licensee may request that another Licensee or group of Licensees cease any activity which is interfering with their ability to study, rest, or enjoy the community. At these times, academic and health considerations are the priority. The right to quiet supersedes the right to make noise.

9. License Violations

Licensees who are believed to be in violation of one or more policies may be referred by Residence Life staff to the Housing Student Conduct Process, Office of Student Conduct, Rights, & Responsibilities, University Police Department, or any combination of the three for appropriate action. The judicial system ensures a Licensee's right to due process throughout the proceedings. Questions about judicial referrals should be directed to Student Housing staff.

9a. Concealment of Violations

Licensees have a responsibility to take appropriate action, which includes, but is not limited to, informing a Residence Life staff member if they become aware of any policy violations.

9b. Accountability

Each Licensee agrees to act in a manner that is conducive for fellow Licensees to study, live, and sleep. Each Licensee agrees to not disturb this environment, and also agrees to demonstrate reasonable efforts to resolve roommate and/or residence hall problems. Licensees are expected to report uncivil treatment of others, vandalism, and other violations of the License Agreement to Student Housing staff.

Each Licensee is viewed as a responsible person who will be held accountable for Licensee's actions and the actions of Licensee's guests. Licensees will be held accountable for their behavior when in violation of the policies and regulations governing Student Housing and Residence Life facilities. When misconduct is reported, every incident will receive due process in accordance with campus policy as well as federal, state, and local law, following the appropriate course of action as determined by University Police and University Administration. Be advised, incident investigation requires adequate time for completion before any action can be taken.

9c. Fire Alarm/Drill:

All Licensees and guests must evacuate a residential facility immediately when the fire alarm sounds. In addition to judicial sanctions, those who do not evacuate are in violation of University policy and state fire code and may result in a citation from UPD or the Hayward Fire Department.

9d. Operation of a Business:

Licensees are not permitted to operate a private business on any area of Student Housing property or use the campus mailing address, Ethernet connection, or telephone for that purpose.

10. General Policies

10a. Personal Property

The University is not liable, directly or indirectly, for the personal property of Licensees and guests due to loss by theft, damage by fire, damage by water, or any other cause.

Licensees are strongly encouraged to purchase personal insurance, such as a renter's policy, to cover such incidents. To secure personal property, Licensees are urged to keep bedroom, suite, and apartment doors locked.

10b. Communication

All Licensees are automatically enrolled in an email communication list by Student Housing & Residence Life. Email is one of the main tools that Student Housing & Residence Life uses to communicate with Licensees about many topics, including, but not limited to: general announcements, services, facilities issues, and emergency information. Licensees will be held accountable for the information contained in any and all email communication from Student Housing & Residence Life, and may not opt out of such email communication list.

10c. Oral Representation Policy

To avoid any misunderstanding concerning this License Agreement, we advise Licensees that Student Housing does not enter into any oral agreements or make or rely on any oral representation concerning License Agreements. The entire License Agreement is expressed in writing. The License Agreement supersedes any understanding that may have been understood verbally, and neither the Licensee nor Student Housing is relying on any oral agreement or representation or

any understanding of fact or law that is not expressed in writing.

10d. Emergency Contact Information

Licensee agrees to provide requested emergency contact information prior to move-in date. Should emergency contact change during the contract year, it is the responsibility of the Licensee to notify Student Housing and update MyCSUEB immediately. Licensees who fail to provide complete and accurate emergency contact information by specified date may have a judicial hold placed on student records preventing Licensee from accessing campus services such as registration and transcripts.

10e. Missing Persons Information

University Police will be notified in the event that a student is missing. If the student is under 18, a parent or guardian must be notified. Official missing person reports are required to be referred immediately to University Police. Each student living in on-campus Student Housing facilities is asked to identify an emergency contact person to be contacted in the case of an emergency or when a student is determined to be missing. Only authorized campus officials and law enforcement officers will have access to this information.

10f. AlertMe

Licensee agrees to follow University policy regarding AlertMe. For more information, please reference the following website: <http://www20.csueastbay.edu/emergency/>.

10g. Campus Safety Act

The University Police Department works hard to ensure that everyone in the CSUEB community is aware of safety issues that may affect them. The Campus Safety Act, also known as the Jeanne Clery Act, requires universities to report annual crime statistics, to provide timely warnings of serious crimes when there may be a threat to others, and to keep a public log of campus incidents. CSUEB is in full compliance with this federal mandate, and our Safety and Security Reports are available to the entire campus community. For more on the Campus Safety Act, see the CSUEB Police Department's website at <http://www20.csueastbay.edu/af/departments/upd/campus-security-report.html>

10h. Photography

Licensee grants permission to California State University, its employees and agents, to take and use visual/audio images. Visual/audio images are any type of recording, including but not limited to photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. CSU will not materially alter the original images. Licensee agree that CSU owns the images and all rights related to them. The images may be used in any manner or media without notifying me, such as university-sponsored websites, publications, promotions, broadcasts, advertisements, posters and theater slides, as well as for non-university uses. Licensee waives any right to inspect or approve the finished images or any printed or electronic matter that may be used with them, or to be compensated for them.

Licensee releases CSU and its employees and agents, including any firm authorized to publish, broadcast and/or distribute a finished product containing the images, from any claims, damages or liability which Licensee may ever have in connection with the taking or use of the images or printed material used with the images.

10i. Solicitation

As CSUEB students, all Student Housing Licensees may take advantage of marketing opportunities while on campus. However, solicitation, sales, and advertising, either verbal or printed, are not permitted in Student Housing facilities, except by authorized vendors and Student Housing staff, and as permitted by the Student Housing posting policy. This includes, but is not limited to: the residential areas, the courtyard, and Student Housing grounds.

Authorized vendors must have written permission in-hand from the Director of Student Housing or designee.

No door-to-door solicitation is permitted, although Student Housing programs sponsored by Student Housing staff, RHA or area councils, or approved residential organizations may be promoted door-to-door.

Licensees are advised not to subscribe to newspapers unless sent via the postal system. Student Housing cannot guarantee or provide access to delivery personnel.

10j. Refunds

The University shall authorize refunds only as provided herein or in Title V of the California Code of Regulations or other applicable law.

10k. Right of Entry

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. University shall exercise these rights reasonably and with respect for Licensee's right to be free from unreasonable searches and intrusions into study or privacy.

10l. Non-Waiver

The waiver of any breach of a term or condition of this License Agreement shall not constitute a waiver of any subsequent breach.

10m. Waiver

The waiver by University of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance of rent hereunder by University shall not be deemed to be waiver of any preceding breach by Licensee of any term, covenant, or condition of this License Agreement, other than the failure of Licensee to pay the particular rental so accepted, regardless of University's knowledge of such preceding breach at the time of acceptance of such rent.

10n. Hold Harmless

Licensee agrees to indemnify and hold the University, the Trustees, and the State of California harmless from any and all claims arising from Licensee's use or occupancy that is improper, illegal, or a violation of the License Agreement and/or state or federal laws, where applicable.

10o. Taxable Possessory Interest

It is the position of the University that this License Agreement does not create a taxable possessory interest in real property. However, pursuant to Revenue and Taxation Code Section 107.6, Licensee is hereby notified that a taxing authority may take a contrary view and may assess License Agreement.

10p. Civil/Criminal Law

Licensees are required to abide by all federal, state, county, and local laws and ordinances. Violation of criminal or civil law in or outside of Student Housing facilities is basis for revocation of the License Agreement.

10q. Megan's Law

Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public online and is maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which the Licensee resides.

10r. Emergency Preparedness

All Licensees are advised to have an emergency plan and follow the Student Housing guidelines. It is recommended that each Licensee should maintain an emergency supply kit in the room consisting of a first aid kit, three-day supply of water, non-perishable food, battery operated radio and flashlight, extra batteries, gloves, and medications. Licensees are responsible for understanding the evacuation instructions located in the Student Housing facilities. Licensees are also responsible for participating in regular scheduled emergency preparedness activities. View the link to view University and

Housing emergency preparedness plans: <https://www.csueastbay.edu/housing/current-residents/emergency-preparedness.html>

10t. Additional Conditions

This License Agreement is subject to the regulations contained in Title V of the California Administrative Code, Sections 42000-42103. A copy of those regulations is available through the Student Housing office during normal business hours, at local libraries, or online at <http://www.cde.ca.gov/ls/fa/sf/title5regs.asp>

1. Licensee agrees to comply with the Student Code of Conduct, the Student Housing Policies and Regulations within this License, and the CSUEB Student Housing Community Living Guide and any subsequent amendments.
2. This License shall not be assigned or sublet.
3. This License Agreement shall not be transferred, except as permitted in Section 12 - Cancellation of License.
4. It is understood and agreed by Licensee and University that no lease or any other interest in real property is created by this Agreement.
5. University assumes no responsibility for property of Licensee which is stolen, damaged, or destroyed, including periods when the Licensee is not in occupancy, or after the term of occupancy has expired.
6. Repair and/or construction projects may be necessary. Scheduled projects requiring entry into Licensee's room will result in University notifying Licensee. Emergency repair will not require notification. Licensee will be responsible for safeguarding Licensee's belongings.
7. All first year Licensees will be provided information about meningococcal disease and the availability of a vaccine. Licensee will be required to sign a form indicating receipt of this information and indicating whether or not Licensee has received, or intend to receive, a vaccination.
8. Licensee stipulates that Licensee does not have a health condition that might be affected by group living. Residence halls are multiple occupancy facilities with shared spaces. Persons with pre-existing conditions such as, but not limited to, environmental allergies or asthma may find such conditions exacerbated. Consult with your physician **before** signing the terms of the License Agreement to determine if group living is an appropriate environment for you.
9. Any Licensee suspected of having a communicable disease could be isolated in Licensee's room or another assigned room while waiting for a diagnosis. Any Licensee exposed to a communicable disease should make an appointment with a physician at Student Health Services to discuss the possible exposure, symptoms, and treatment (if any treatment is available). Examples of communicable and infectious diseases may include: chicken pox, hepatitis, measles, and tuberculosis. In the instance of an outbreak, Student Housing will follow University and local emergency protocols.
10. Licensee must be a matriculated student who remains regularly enrolled throughout the license period. If the Licensee's provisional admission is rescinded, or Licensee is academically disqualified between semesters, the Licensee may not occupy a bed space within the Student Housing facilities and must cancel the Student Housing contract in writing and/or appeal to the Student Housing Director/designee for an exception. (See Section 2 - Eligibility)
11. Student Housing values the academic success of all students. If the academic progress of a student is deemed to be in jeopardy, information related to student academic performance (including grades) might be released to appropriate paraprofessional and professional staff.

11. Maintenance of Premises

University shall provide Licensees with the furnishings that differ based on specific type of accommodations. Prior to move-in, Student Housing ensures that the conditions of all furnishing are noted using an online inventory management system. Licensee agrees to give reasonable care to the living environment and its furnishings and to make payment for any damage or loss. Licensee shall vacate the living unit in good order and repair, or Licensee shall pay the University the reasonable costs incurred in returning the living unit to a condition of good order and repair.

Licensee shall make no alteration to the Student Housing facility without the permission of the University. Alterations include, but are not limited to: painting, wallpaper, anchoring or installing bookshelves, installing athletic equipment, and removing safety or security equipment (i.e. door closers, fire extinguishers, or smoke detectors). Any structural addition or alteration is prohibited without written permission of the University and is subject to damage charges.

Each Licensee must give reasonable care to the room/suite/apartment, its furnishings, and common areas. Licensees are expected to maintain sanitary and safe conditions acceptable to the university at all times.

Licensees will be responsible to pay for any damages to Student Housing facilities (including damaged or missing furniture and appliances) willfully or negligently caused by Licensee or guest(s).

Any damage caused by personal appliances or misuse of the electrical system is the financial responsibility of the Licensee, including damage of any kind (fire, water, etc.) to the facility and/or other Licensees' personal belongings. Violations of these guidelines may result in immediate license revocation.

Storage: Storage of any materials on window ledges/balconies is not permitted. Balconies must be kept clear of trash and recyclables. Bikes are allowed to be stored on the balcony with permission from roommates.

Alteration/Decorations: Licensees shall not alter the structure of these areas. Using paint or chalk products on balconies and/or patios is prohibited. Items may not be attached to buildings, rooms, walls, or railings. All outdoor furnishings must be self-supporting.

Window Screens: Screens are not to be opened or removed. Licensees will be charged if screens are removed or missing. Window screens and limiters are not to be removed or tampered with. Licensees will be charged if limiters are removed or missing. Licensees are prohibited from climbing in or out of a window, except in case of fire.

11a. Appliances

Electrical Limits: Student Housing facilities have limits on electrical systems. Overloading the circuits can result in tripped circuit breakers and present a fire hazard. The following guidelines apply to the use of electrical apparatus:

1. Stereo equipment and speakers are expected to be of a size and power that are appropriate for high-density community living. Items with exposed heating elements are prohibited. This includes, but is not limited to: space heaters, sun lamps, immersion heaters, and hot plates. Microwaves are allowed, but the wattage must not exceed 900 watts.
2. Mini refrigerators are permitted, but must not exceed the size of 3.2 cubic feet. Bedrooms are restricted to one mini refrigerator per bedroom. Personal mini refrigerators are subject to inspection during Health and Safety Inspections and/or in response to policy enforcement.
3. Appliances such as stereos, radios, desk lamps, computers, TV's, VCR's, DVD players, sealed-component coffee makers, hair dryers, other electrical hair implements, and electric blankets are permitted. Appliances must not overload the system. These appliances must be directly attached to grounded outlets.
4. Privately owned air conditioners and swamp coolers are not permitted.
5. International appliances should use electrical converters.
6. Irons must be used with ironing boards only and should never be left unattended.
7. Cooking is limited to the general kitchen or kitchenette area.

Appliance/Electrical Damage: Any damage caused by personal appliances or misuse is the financial responsibility of the Licensee, including damage of any kind (fire, water, etc.) to the facility and/or other Licensees' personal belongings.

11b. Mildew & Mold

Mildew Information: Mildew is often referred to a kind of mold (or mold in its early stages), and is classified as powdery (under the order Erysiphales) and downy (under the family Peronosporaceae).

To prevent mildew in Student Housing facilities, keep all the areas moisture-free. All Licensees should take the steps necessary to reduce the chance of mildew by always running your exhaust fan when cooking and showering. If mildew becomes present after a Licensee has occupied the space, the Licensee may be charged to return area back to its original state prior to occupancy.

Mold Information: There has been considerable publicity regarding the presence of mold in residences. Molds are

microscopic organisms that are present both indoors and outdoors and may have adverse effects on the health of occupants or structural components of the Student Housing facilities. It is currently believed that some types of mold are toxic to human health. Because it may be impractical or impossible to eliminate all indoor mold, indoor mold is an important topic about which Licensees should become informed.

Student Housing has no expertise in identifying or remediating mold or any other biological pollutant, nor has Student Housing any expertise in the possible effects on health or property of such pollutants. For information, Licensees should contact the United States Environmental Protection Agency ("EPA"), the California Department of Health and Human Services ("CHHS"), or other governmental authorities. The EPA and CHHS websites contain information and publications regarding mold and other biological pollutants that may be of interest to Licensees. For example, see "Biological Pollutants in Your Home" and "Mold Resources" on the EPA website (<http://www.epa.gov/mold/>); and mold information on the CDPH website (<http://www.cdph.ca.gov/programs/iaq/pages/indoormold.aspx>).

Because such substances are pervasive, the Student Housing facilities are not warranted to be free of mold or other naturally-occurring biological pollutants. Mold and other biological pollutants may be present in the Student Housing facilities at the start of the License Agreement or may later develop within the Student Housing facilities. Proper maintenance and repair may reduce the presence of mold and other biological pollutants in the Student Housing facilities.

Mildew & Mold Prevention: Licensee agrees to take all reasonable and appropriate steps to prevent conditions that may cause mold or mildew to develop in the Student Housing facilities, including following the recommendations contained in the publications referred to above. The Licensee also agrees promptly to report to Student Housing any evidence of mildew or mold in any portion of the Student Housing facilities.

Licensee certifies that Licensee has read and fully understands the information and disclosures contained in this License. Licensee acknowledges that the facts disclosed in this License are important but do not constitute a complete list of all facts which should be considered by Licensee.

11c. Security

Residence Hall Security: For personal safety, Licensees should keep windows and doors locked when not present. Using one's balcony/patio as a means of entry or exit, sitting, perching, or climbing on or jumping over balcony railings is strictly prohibited. Exiting beyond or entering through one's balcony or patio constitutes using it as a means of entry/exit. Licensees are advised to never leave patio/balcony doors unlocked.

Door Propping: A Licensee must not prop any door at any time to prevent fire, theft, and other safety concerns. Propped doors allow uninvited people to enter Student Housing facilities and breach the safety of each Licensee's person and property. Doors are also fire rated; keeping them closed is essential in preventing the spread of fires. For some of the exit doors, an alarm will sound if the door is held open. Please be aware of this and keep doors closed so as to not disturb other Licensees in the community. Doors found propped should be un-propped and reported to the RA on duty.

Doors & Door Locks: Tampering with, disabling, or modifying the operation of apartment, suite, room, or building entrance doors or door locks is prohibited. Any Licensee and/or guest of a Licensee responsible for such violation will be subject to judicial action and any charge for costs attributed to repairs of doors or door locks will be the responsibility of the Licensee.

11d. Vandalism

Destruction to or damage of property of the residence halls, apartments, or other Student Housing buildings/grounds by a Licensee or guest is a violation of policy and will result in judicial action and prosecution. This includes, but is not limited to: damaging posters or bulletin boards or writing/graffiti on walls.

11e. Utilities

Directives of the State of California concerning energy conservation will be enforced and alterations may be made to

Student Housing facilities based on federal, state, and county regulations. Utilities (electricity, gas, and water) may be limited upon state directives.

Excessive utility charges will be equally assessed among all occupants of a unit. Utility bills will be assessed approximately one month after the actual usage. Therefore, each Licensee is asked to conserve energy within Licensee's living space (including turning room lights and appliances off when not in use and/or use of Energy Star appliances). Please see Energy/Water Conservation in the Policies, Regulations, and Procedures section for more information.

11f. Pests

Student Housing has no knowledge of any pests in rooms or apartments based on annual inspections and treatment. A proof of treatments or inspections is available upon request in the Student Housing Office. Accordingly, if a room or apartment or any portion therein is infested with pests during the term of this License and any extension thereof, said pest infestation will be presumed to be the fault of the Licensee or the guests of the Licensee. Should pests prove to exist in any facility, it is the responsibility of the Licensee to notify Student Housing staff. Student Housing will undertake eradication to the room or apartment, including the appliances and fixtures, at the Licensee's sole cost and expense at the discretion of Student Housing and Residence Life. At no time should the Licensee seek a third party for pest eradication. In the event of any pest infestation, the Licensee shall be responsible for all pest eradication with respect to Licensee's personal property in the apartments, suite, or room. Finally, should the Licensee not be compliant with the treatment plan for pest eradication, the Licensee will be responsible for the full cost of any pest eradication to related infested common areas or related infestations of other apartments, suites, or rooms.

12. Payment Information

Activity Fee

Housing rent includes a \$15.00 per semester resident activity fee to fund activities and events coordinated by your Residence Hall Association. Resident activity fees are nonrefundable after the beginning of the occupancy period.

Application Fee

A non-refundable application fee of \$40.00 is required when submitting an application for on-campus housing. This fee is charged to cover the administrative cost of processing an application for a campus housing facility. No applications will be processed without payment of this fee.

Installment Fee

The \$15.00 installment fee is waived for Licensees requesting the Annual Payment Plan. The installment fee is charged to each semester payment. Installment fees are nonrefundable.

Late fees

Payments must be posted to the student's account by the specified due date or a \$75.00 late fee will be charged. Late fees will continue to be assessed throughout the delinquency process. Late fees charged are nonrefundable.

No Shows

Licensees who fail to check in by established dates and times as described in Section 3 forfeit the reserved space, and are liable for a \$100 Cancellation Processing Fee plus prorated rent, meal plan fees, and nonrefundable fees as described in this appendix. If there is no waiting list and the cancelled Licensee is still attending CSUEB, Licensee will be charged for the entire license period.

Payment Schedules

Licensees will be billed by the semester unless Licensee requests the Annual Payment Plan. Each payment due date corresponds with the campus due date as set by the Student Administration and Finance Office.

Payments may be made:

- At the Cashier's Office located at the Student Services & Administration (SA) Building.
- Online using a credit card or electronic check at <http://my.csueastbay.edu>. There is a 2.75% non-refundable service charge for credit card payments.
-

- By mailing in a check or money order. Please be sure to make the check payable to CSUEB and to include your full name and Net ID number on the check. (Do NOT mail in cash payment as it will not be accepted.)

Mail checks payment to:
 Cashier's Office
 Cal State East Bay
 25800 Carlos Bee Blvd.
 Hayward, CA 94542

Prorated Fees

If Licensee contracts after the first day of the fee period, rent and meal plan will be prorated.

Lock out fees: The following lock out charges apply for the 2019 -2020 Academic Year.

- The first lockout is complimentary.
- The second lockout will cost \$25.00.
- The third lockout will cost \$50.00.
- The fourth lockout and subsequent lockouts will cost \$50.00. In addition, the incident will be documented and the Licensee will be referred through the conduct process for judicial action. A Licensee is required to have Bay Card and/or physical key while living in Student Housing.

Key/Bay Card replacement: The lost Bay Card/access token will be deactivated. Lost keys can usually be replaced within two working days. Lost cards/access tokens will be replaced within 1-2 hours of notification, during business hours.

Item	First Replacement	Second Replacement	Third Replacement*	Fourth Replacement
Bay Card	\$25.00	\$50.00	\$75.00	\$100.00
Pioneer Heights Gate Key	\$10.00	\$20.00	\$30.00	\$40.00
Pioneer Heights Bedroom Key	\$15.00	\$30.00	\$45.00	\$60.00
University Village Apartment Key	\$50.00	\$75.00	\$100.00	\$125.00
University Village Access Token	\$50.00	\$75.00	\$100.00	\$125.00
University Village Mailbox Key	\$10.00	\$20.00	\$30.00	\$40.00

* The third replacement will result in a conduct meeting in addition to the replacement fee.

Appendix A

Cancellation Process

Cancellation From Waitlist

To request to be removed from our waiting list, you must submit a signed written request to cancel. If you are still on the waiting list at the time you submit your cancellation, your full initial payment will be refunded to your student account.

Guidelines for Cancellation Requests After Occupancy

As a Licensee, you have signed the terms of the License Agreement, which commits you to living on campus for an indicated period of time. The CSU East Bay Student Housing Office acts as the landlord representative for the California State University; therefore, it can be difficult to cancel License Agreements. In order to cancel a License Agreement, the CSU requires verification of a significant change in your circumstances, which occurred after signing the terms of License Agreement. Documentation must be provided before a cancellation request is considered for review. The Licensee must complete a "Request to Cancel" form in addition to the documents required below. Please carefully read the enclosed information before you proceed with the License cancellation process.

Automatic Cancellations

A request to cancel for the reasons listed below will receive automatic approval upon completion of the required paperwork.

Change of Student Status

If you are graduating, withdrawing, transferring, or pursuing an internship out of the area, you may automatically cancel at the CSUEB Student Housing Office by providing the required documentation listed below. For cancellations between fall and spring semester, the CSUEB Student Housing Office will verify your student status to determine if you are enrolled for spring classes; if you are found to be in attendance at CSUEB, your cancellation is rescinded and your student account is charged accordingly.

Required Documentation:

- Graduation – a graduation check/evaluation.
- Withdrawal – a completed withdrawal form from the Office of the Registrar, if available.
- Marriage – If you married since you signed your License Agreement, or have a marriage pending within four weeks, you may be approved to cancel at the CSUEB Student Housing Office. A marriage license must be presented to complete the cancellation; if it isn't, the cancellation is reversed and your student account is charged accordingly.

Non-Automatic Cancellations

A request to cancel for reasons other than change of student status or marriage is considered non-automatic and requires that you provide a detailed explanation and considerable documentation. Usually the reason for a request falls into one of the following categories: medical, financial, or personal hardship. Please read the information below to best prepare your request and the required documentation. Requests will be evaluated on the documentation provided. Although approval is not guaranteed, insufficient information will result in a denied request to cancel.

Medical

Your medical condition must have significantly changed since you signed your License Agreement and prohibits you from living in on-campus housing. You must write a letter explaining your situation and also provide documentation that verifies the medical necessity for cancellation.

Required Documentation:

- Letter from physician with diagnosis and reason why diagnosis necessitates license cancellation.
- Pregnancy confirmation/due date.
- Evidence of seeing a counselor/psychologist or psychiatrist and why issue necessitates license cancellation.
- Letter from an Accessibility Services staff member and why issue necessitates license cancellation.

- Other supportive information at your discretion.

Financial

You must be able to demonstrate a significant financial change from the time you signed to the terms of the License Agreement. The CSUEB Student Housing Office does not cancel a license based on a student's realization that he/she is having difficulty meeting the financial demands of living independently and paying for college. The CSUEB Student Housing Office also does not cancel a license because a parent has decided to discontinue support of his/her student's expenses.

Other options: The CSUEB Student Housing Office will ask the student to pursue other options to meet financial obligations and will suggest the following:

- Develop a payment plan with a Resident Account Coordinator
- Obtain employment
- Increase work hours
- Apply for Financial Aid/Loan
- Additional family assistance

Required Documentation:

In order to meet the requirements of the cancellation process, a student must present considerable documentation that clearly demonstrates the change in financial situation. Although the CSUEB Student Housing Office cannot take responsibility for determining what specific documentation should be presented a student might consider the following types of information:

- Bankruptcy documents
- Parents' unemployment records; parents' tax returns showing significant drop in income
- Documentation regarding all sources of income and living expenses
- Evidence of change in income

Personal Hardship

It is not unusual for students to find adjusting to college and living in a student residential community a big challenge. Whether it is finding a quiet place to study, resolving differences with a roommate, or adjusting to sharing a room, it may feel that community living isn't working for you.

Other options: Although the CSUEB Student Housing Office understands this feeling of incompatibility, it is *not* a reason that can be accepted for cancelling a License Agreement. Instead, a Residence Life staff member will meet with you personally to identify your concerns and assist in developing an appropriate response.

Some of the approaches that you will be asked to pursue are:

- Speak with your Resident Assistant or Residence Life Coordinator
- Discuss with your Residence Life Coordinator about a room/apartment change
- Meet with one of the counselors at Counseling and Psychological Services

Required Documentation:

If a student pursues personal hardship as his/her reason for cancellation, he/she must submit the following:

- A letter describing the hardship in detail and specific steps taken to resolve the matter
- Supporting documentation from your Residence Life Coordinator
- Supporting documentation from a counselor and/or medical doctor.

Submitting False Information

Students who petition to cancel and forge or knowingly provide false information and/or supporting documentation will be referred to the Office of Student Conduct, Rights, and Responsibilities for disciplinary action according to section 41301 of

Title V of the California Administrative Code. In addition, the student's request to cancel will be denied or rescinded and disciplinary sanctions may be imposed through the CSUEB disciplinary process.

Financial Obligation

Please be aware that your License Agreement is for the academic year and remains intact while your request to cancel is being reviewed. You are obligated to make all payments when due. In the event that your petition to cancel is approved, you will be billed through the date you officially check out and charged a 30-day penalty and the CSUEB cancellation fee per your License Agreement. Submitting a cancellation request and documentation does not guarantee approval. Completed Request to Cancel forms and documents will be reviewed and decisions will be provided within ten days. Those submitting a cancellation request will be informed of the appeal process, in case of denial.

For more information, please refer to the License Agreement, Section 6.2, Cancellation After Occupancy.

Cancellation and/or Charge Appeal

If the Licensee is not in agreement with the decision made by the Assignments Coordinator, the student may appeal the cancellation denial and/or charge adjustment using the following steps:

1. A written letter of appeal must be submitted to the Director of Housing (or his/her designee) within ten (10) days after the date of the denied cancellation and/or date of the charge posting.
2. In addition, students must submit their own appeals. Appeals written and submitted by an attorney will not be accepted.

The Licensee appeal will ONLY be reviewed if the following is provided.

1. New information specifically related to the cancellation/charge that was not presented in the original request.

Appendix B

Damage and Repair Sheet – Pioneer Heights Suites

Each resident must give reasonable care to the room/suite/apartment, its furnishings, and common areas. Residents are expected to maintain sanitary and safe conditions acceptable to the university. Residents will pay for any damages to Housing facilities (including damaged or missing furniture and appliances) willfully or negligently caused by themselves or their guest(s). If damage in common areas (hallways, elevators, etc.) cannot be traced to a specific individual or group, but was in substantial part caused by individuals, groups, or invited guests acting from within the residence community, the residents of the hall or complex will be charged collectively. Residents may also be referred to the Housing judicial system.

When residents occupy the same room/suite/apartment and responsibility for damages or loss in the room cannot be determined by Housing, the cost of damages or loss will be divided and assessed equally amongst the residents. Any malicious damage to the buildings, grounds, or other facilities is prohibited.

To avoid unnecessary or inaccurate damage charges, residents should thoroughly review the Room/Suite/Apartment Inventory Form upon check-in (front of document). If there is disagreement with the initial assessment of the room's condition, residents must note as such on the Room/Suite/Apartment Inventory Form and meet with the Residential Life staff within five working days of check-in to have all copies of the Room/Apartment Inventory Form amended.

Charges for Cleaning

This is an estimated cleaning cost. Not all items are listed. Charges are per room and not adjustable.

General Cleaning and Sanitizing: Kitchen, Bathroom, Living Room, Hallway, Dining Room, and Patio \$35 (Per Room); Bedroom \$20

Carpet Cleaning: Living Room \$100, Hallway \$75, Bedroom \$50

Upholstery Cleaning: Sofa \$50, Chair \$25

Misc.: Smoking Odor in Apartment (Carpet and Upholstery): \$325; Smoking on Balcony (Tobacco Stains): \$35

Replacement Costs (cost per item)

This is an estimates replacement cost, per item.

There may be an additional cost incurred for installation and placement of item. This charge is estimates at \$32 (minimum).

<u>Furniture</u>				DVR (Living Room)	\$300
Bed	\$325	<u>Windows and Screens</u>		DTA	\$150
Dresser	\$450	Screen Door	\$120		
Desk	\$220	Window Screen	\$35	<u>Locks/Doors</u>	
File drawers	\$220	Single Window	\$230	Front Door Lockset	\$1,000
Lamp	\$50	Sliding Glass Door	\$300	Bedroom Lockset	\$90
Mattress	\$150	Leveler Blinds	\$150	Suites	
Dining Room table	\$425	Blind Pulley	\$10		
Chair (price per)	\$125	Per Blind	\$5	Closet Door	\$75
Sofa	\$725	<u>Light Fixtures</u>		Bedroom Door	\$250
Love Seat	\$550	Kitchen Light	\$100-\$200	Apartment Door	\$450
Chair	\$400	Dining Room	\$20-\$200		
Coffee Table	\$250	Bedroom (Circular)	\$60	<u>Other Apartment Items</u>	
End Table	\$150	Bedroom (Track)	\$40	Thermostat	\$60
		Vanity	\$60	Smoke Detector	\$45
<u>Appliances</u>		Light Covers	\$15	Smoke Detector (Strobe)	\$120
Microwave	\$300	<u>Outlets/Switches</u>		Room Strobe	\$150
Refrigerator	\$585	Electrical Outlet	\$15	Sounding Horn	\$30
		Cable Outlet	\$15	Vent Cover	\$30
<u>Bathroom</u>		Internet Outlet	\$30	Fire Extinguisher	\$150
Toilet Seat	\$25	Light Switch	\$15	Disposal Unit	\$100
Toilet Paper Holder	\$25			Cabinets (per)	\$250
Towel Bar	\$25	<u>Repairs (per Section)</u>		Cabinet Shelf	\$50
Mirror	\$60	Wall and Ceiling Repair	\$75	Waste/Recycle Can (Each)	\$60
Shower Curtain Rod	\$15	Baseboard	\$15	Phone/Computer Jack	\$50
Shower Curtain	\$15	Linoleum Flooring	\$70	Carpeting (up to)	\$1000
				Electrical Plates	\$10
<u>Bedroom</u>		<u>Apartment Cable</u>		Doorbell	\$25
Closet Shelves	\$100				
Closet Rod (Wood)	\$25				
Closet Rod (Metal)	\$100				

Damage and Repair Charge Sheet – Non Suite Apartments

Each resident must give reasonable care to the room/suite/apartment, its furnishings, and common areas. Residents are expected to maintain sanitary and safe conditions acceptable to the university. Residents will pay for any damages to Housing facilities (including damaged or missing furniture and appliances) willfully or negligently caused by themselves or their guest(s). If damage in common areas (hallways, elevators, etc.) cannot be traced to a specific individual or group, but was in substantial part caused by individuals, groups, or invited guests acting from within the residence community, the residents of the hall or complex will be charged collectively. Residents may also be referred to the Housing judicial system.

When residents occupy the same room/suite/apartment and responsibility for damages or loss in the room cannot be determined by Housing, the cost of damages or loss will be divided and assessed equally amongst the residents. Any malicious damage to the buildings, grounds, or other facilities is prohibited.

To avoid unnecessary or inaccurate damage charges, residents should thoroughly review the Room/Suite/Apartment Inventory Form upon check-in (front of document). If there is disagreement with the initial assessment of the room's condition, residents must note as such on the Room/Suite/Apartment Inventory Form and meet with the Residential Life staff within five working days of check-in to have all copies of the Room/Apartment Inventory Form amended.

Charges for Cleaning:

This is an estimated cleaning cost. Not all items are listed. Charges are per room and not adjustable.

General Cleaning and Sanitizing: Kitchen, Bathroom, Living Room, Hallway, Dining Room, and Patio \$35 (Per Room)

Bedroom \$20

Carpet Cleaning: Living Room \$100, Hallway \$75, Bedroom \$50

Upholstery Cleaning: Sofa \$50, Chair \$25

Misc.: Smoking Odor in Apartment (Carpet and Upholstery): \$325; Smoking on Balcony (Tobacco Stains): \$35

Replacement Costs (cost per item)

This is an estimates replacement cost, per item.

There may be an additional cost incurred for installation and placement of item. This charge is estimates at \$32 (minimum).

Furniture

Bed	\$325
Dresser	\$450
Desk	\$220
File drawers	\$220
Lamp	\$50
Mattress	\$150
Dining Room table	\$425
Chair (price per)	\$125
Sofa	\$725
Love Seat	\$550
Chair	\$400
Credenza	\$350
Coffee Table	\$250
End Table	\$150

Appliances

Microwave	\$300
Oven	\$400
Oven Burner (each)	\$60
Oven Rack	\$60
Broiler Tray	\$40
Range and Fan	\$110
Refrigerator	\$585

Bathroom

Toilet Seat	\$25
Toilet Paper Holder	\$25
Medicine Cabinet	\$11
Towel Bar	\$25
Mirror	\$60
Shower Curtain Rod	\$15
Shower Curtain	\$15

Bedroom

Closet Shelves	\$100
Closet Rod (Wood)	\$25
Closet Rod (Metal)	\$100

Windows and Screens

Screen Door	\$120
Window Screen	\$35
Single Window	\$230
Sliding Glass Door	\$300
Leveler Blinds	\$150
Blind Pulley	\$10
Per Blind	\$5

Light Fixtures

Kitchen Light	\$100-\$200
Dining Room	\$20-\$200
Bedroom (Circular)	\$60
Bedroom (Track)	\$40
Vanity	\$60
Light Covers	\$15

Outlets/Switches

Electrical Outlet	\$15
Cable Outlet	\$15
Internet Outlet	\$30
Light Switch	\$15

Repairs

Wall and Ceiling Repair	\$75
Baseboard (per section)	\$15
Linoleum Flooring (per section)	\$70

Apartment Cable

DVR (Living Room)	\$300
DTA	\$150

Locks/Doors

Front Door Lockset	\$1,000
Bedroom Lockset	\$90
Suites	\$900
Closet Door	\$75
Bedroom Door	\$250
Apartment Door	\$450

Other Apartment Items

Thermostat	\$60
Smoke Detector	\$45
Smoke Detector (Strobe)	\$120
Room Strobe	\$150
Sounding Horn	\$30
Vent Cover	\$30
Fire Extinguisher	\$150
Disposal Unit	\$100
Cabinets (per)	\$250
Cabinet Shelf	\$50
Waste/Recycle Can (Each)	\$60
Phone/Computer Jack	\$50
Carpeting (up to)	\$1000
Electrical Plates	\$10
Doorbell	\$25

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