

San Diego State University

Student Housing License Agreement Terms & Conditions

Summer 2021

The Terms & Conditions and the Policies & Regulations described below govern all residence hall and on-campus apartment occupants. By completing and signing the Student Housing License Agreement, you agree to all of these provisions. Please read these provisions carefully before submitting a completed License Agreement.

The License Agreement is subject to and incorporates the regulations contained in Title 5 of the California Code of Regulations, Sections 42000-42103 (<http://www.calstate.edu/Title5/>), the SDSU Standards for Student Conduct (http://go.sdsu.edu/student_affairs/srr/conduct.aspx), and the Housing Administration, and Residential Education policies and community standards, as stated in the Guide to Community Living and Roommate Agreement (https://housing.sdsu.edu/campus_living/policies.aspx). A copy of those regulations and policies are available at the Office of Housing Administration during normal business hours.

Inappropriate conduct by students is subject to discipline on the San Diego State University campus. The Center for Student Rights and Responsibilities coordinates the discipline process and establishes standards and procedures in accordance with regulations contained in Sections 41301 through 41304 of Title 5, California Code of Regulations. A copy of these regulations can be found in San Diego State University's General Catalog. All violations of the Terms & Conditions or Policies & Regulations below are subject to discipline under the Student Conduct Code, Sections 41301, et seq and may be grounds for eviction from the residence halls and on-campus apartments. Conduct that is in violation of the law may also be referred to the SDSU Police Department for investigation.

A. TERMS & CONDITIONS

1. Eligibility

You must be enrolled in one or more summer courses and in good academic standing to be eligible to apply for summer housing. Exceptions to these requirements will be considered, but must be requested in writing and approved by the Office of Housing Administration.

2. Occupancy Period

The occupancy period will commence at 10 a.m. on the approved move in date of occupancy and no earlier than May 24, 2021. The occupancy period will end at 10 a.m. on the approved move-out date of occupancy and no later than August 13, 2021.

3. Room and Hall Assignment and Changes

- a. The university shall assign each Licensee a bedspace in a particular room. The Licensee may only occupy assigned bedspace.
- b. Where possible, the university will accommodate the Licensee's room request.
- c. Room and hall changes may only occur as directed by the Housing Administration or Residential Education staff, or as requested by a Licensee and approved by the Housing Administration or Residential Education staff.
- d. There is a \$100 service fee to move to another hall or to change rooms if such change is at the request of the Licensee.
- e. Failure to move to a new room as directed by staff, or failure to accommodate a room for a new roommate, are violations of this Section.
- f. Specific assignment to a space in a residence hall or on-campus apartment shall be made by the university at the time of occupancy, and may be changed from time to time at the university's sole discretion in the interest of health, discipline, vacations, recesses, management, and/or general welfare of the Licensee(s).
- g. The university may administratively direct residents to consolidate when half a room is vacated. Failure by Licensee to do so will result in Licensee being charged at the single room rate.

4. Occupancy

Designated housing for Summer Session 1 and 2 include a single or double occupancy room in an on-campus housing facility for the dates of May 24, 2021 through August 13, 2021.

Licensees transitioning from summer to academic year housing will move to their academic year space on the designated date and time frame as designated by the Office of Housing Administration.

5. Community Standards and Prohibited Items

The Resident agrees to abide by all SDSU, Housing Administration, and Residential Education policies and community standards, as stated in the Guide to Community Living and Roommate Agreement (https://housing.sdsu.edu/campus_living/policies.aspx), and in the SDSU Standards for Student Conduct (http://go.sdsu.edu/student_affairs/srr/conduct.aspx). Policies addressed include, but are not limited to: prohibited items, alcohol, drugs, smoking, and noise.

6. Additional Conditions

- a. This License Agreement shall not be assigned or sublet.
- b. It is understood and agreed by the Licensee and the university that no lease, nor any other interest in real property, is created by this Agreement.
- c. Licensee stipulates that Licensee does not have a health condition that poses a risk to others in a group living environment.

7. Maintenance of Premises

- a. Licensee shall maintain the room and furnishings in the condition noted on the Room Inspection. Licensee shall be responsible for the cost of any damages to the room or furnishings, exclusive of ordinary wear and tear.
- b. Licensee shall make no alteration to the housing facility without the prior written permission of university.
- c. Licensee agrees to be jointly responsible with other residents for the protection of the residence hall or on-campus apartment, its furnishings and equipment, through the hall councils and the Residence Hall Association.
- d. Licensee is required to keep the room or suite and premises in a clean and sanitary condition and report any unsatisfactory conditions promptly, e.g., mold, mildew and water damage. Health and Safety Inspections are conducted monthly. If a room or suite is found to be a health and safety violation, the university may have the room or suite cleaned or remediated, and pest control service administered. The university may also, in its sole discretion, move Licensee temporarily or permanently to accomplish this work. Any such expense will be borne by the Licensee where the condition is due to Licensee's actions or failure to act as required.
- e. In the event of a pest infestation, the university has contracted with a private vendor to exterminate pests with minimal pesticides. To request pest control service, the Licensee must submit a request through the Housing Portal, and a pest control vendor will be scheduled by Housing staff. The residents will be given instructions on how to prepare the room or suite prior to the arrival of the vendor.
- f. Failure to notify or take immediate action as directed by the university regarding maintenance and pest control hazards or deficiencies on university property will result in Licensee being charged for damages, repairs, and services. Licensee agrees to follow all university directives in order to eradicate pests. This may include room preparation, clothes laundering, and leaving Licensee's bedspace for a period of time.
- g. To maintain the structural and visual integrity of housing facilities and to offer students a pleasant community environment, repair and/or construction projects may be pursued during the term of this agreement. Reasonable effort is made to minimize a negative impact on residents. Projects requiring entry into Licensee's room will result in the university notifying affected Licensees when time permits. The Licensee will be responsible for safeguarding their belongings. Removal of personal belongings may be necessary. The Licensee may be required to change spaces due to construction dislocation.

8. Cancellation of License Agreement by Licensee

- a. Cancellation Prior to Cancellation Deadline - Licensee may cancel a reservation for a space in the facility by giving written notice to Housing at least fifteen (15) days before the date of the approved occupancy.
- b. For Licensee who requests cancellation less than fifteen (15) days before the date of the approved occupancy period, or requests cancellation after occupancy, cancellation will be granted and Licensee shall owe a thirty (30) day rent fee, or the full fee period, whichever is less.
- c. If the Licensee is evicted from university housing, voluntarily leaves university housing, or is suspended or academically disqualified from the university, Licensee shall owe the full fee period of the license (summer term), and any charges for damages and cleaning.
- d. Failure to receive an assignment electronically or by mail is not cause to cancel the License Agreement. Licensee may contact the Office of Housing Administration at (619) 594-5742 or oha@sdsu.edu if Licensee has not received a room assignment.

9. Revocation of License Agreement

- a. The university may revoke this License Agreement for any of the following reasons:
 1. 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, faculty) whether on or off university property, or that is otherwise university related.
 2. Breach of any term of this License Agreement, specifically including, but not limited to, breach of any of the Policies & Regulations referenced in this License Agreement and found at:

https://housing.sdsu.edu/campus_living/policies.aspx.

3. Nonpayment of License Fees.
4. Breach of any of the provisions of Sections 42000, et seq. of Title 5, California Code of Regulations.
5. Failure of Licensee to maintain status as a student at the university due to academic dismissal or all other withdrawals. Residents must be regularly enrolled in an approved academic program as a matriculated student at San Diego State University.
6. 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 university from making or continuing to make a housing facility available to the licensee. Such conditions shall include, but are not limited to, damage caused by floods, slides, fire, earthquake, other natural disasters and vandalism; civil disorder; compliance with state or federal law; or interruption of basic services because of labor strife. Such conditions shall also include a dramatic increase in demand for housing over supply not reasonably foreseen by the campus, if such demand results in an overbooking of available housing facilities.
7. If the continued presence of the Licensee poses a danger to other residents, staff, faculty, or other members of the university community. For residents who pose a danger to themselves, the university reserves the right to address the behavior to mitigate disruptions to other residents, staff, faculty or other members of the university community.
8. Licensee must be a regularly enrolled student who remains in an approved academic program throughout the license period. If the Licensee's provisional admission is rescinded, or Licensee is academically disqualified, the Licensee may not occupy a bed space within the Housing facilities and must cancel the housing License Agreement in writing. Once the cancellation letter is received, the License Agreement will be revoked and Licensee will be released from the License Agreement with no additional charges.
 - b. University shall provide Licensee not less than three (3) days notice in the event of an occurrence described in Section 9, part a, subparts 1-8, except in cases of emergency.
 - c. In the event that University revokes the License Agreement, Licensee will be assessed charges as noted in Section 8.

10. Abandonment or Termination by Licensee

Except as permitted in Section 8, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due the university for so long as the university does not terminate Licensee's right to possession.

11. Disposition of Property

Any property of Licensee remaining in the student housing facility after abandonment, termination, eviction or revocation of this license 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 5, Section 42375, entitled Care, Restitution, Sale or Destruction of Lost Property, and Section 42376, entitled Proceeds of Sale. Property may be claimed by Licensee or authorized agent upon payment of storage charge in full.

12. Destruction or Unavailability

In the event that a bedspace is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this License Agreement is made and no other housing options are available on campus, Licensee shall be entitled to a pro rata refund 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, other natural disasters and vandalism; civil disorder, compliance with state or federal law or interruption of basic services because of labor strife, but do not include any condition as described in Section 7(d) or 7(e).

13. Interruptions of Service and Construction

The university is not responsible for the continuation of mail, heating, maintenance, or security service at normal levels in the event of a natural disaster, strike, or lockout of public employees or suppliers' employees, internet, power, water, or sewer interruptions from on- or off-campus sources, or in the event of other causal events beyond the university's control or reasonable anticipation. The university is not responsible for construction noise or disruptions associated with nearby construction sites or activity.

14. Vacating the Housing Facility

Any Licensee who requests to vacate a housing facility shall give at least thirty (30) days written notice of intention to vacate and the reasons for it. The university, using the standards established pursuant to Title V, Section 42017, may grant or deny the request to vacate. Licensee shall vacate the 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. 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. Any property of the

Licensee remaining in the student housing facility may be removed and stored by the university.

15. Nonpayment of License Fees

Nonpayment of License Fees may, at the sole discretion of the university, result in the following actions:

- a. Assessment of a late fee as stated in the fee 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. Suspension of meal service without compensation for missed meals.
- c. Revocation of the License Agreement with financial penalties, as noted in Section 9.
- d. Withholding of university services pursuant to Section 42380, et. seq., Title 5, California Code of Regulations.
- e. Offset of loans, grants or scholarships payable through the university, or tax refunds through the Franchise Tax Board.
- f. Notification of default to credit bureau organizations.
- g. 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.
- h. Legal action to collect unpaid obligations.

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 License Agreement.

By signing the License Agreement, Licensee agrees that housing fees are an extension of credit for living expenses and are considered an educational debt.

Licensee waives the benefit of any limitations affecting liability or the enforcement of them to the extent permitted by law. ([California Code of Civil Procedure section 360.5](#))

16. Refunds

The university shall authorize refunds only as provided in this License Agreement or in Title 5 of the California Code of Regulations or other applicable law.

17. Right of Entry

The university shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purpose including, but not limited to, monthly inspections of the residential and common living and bathroom areas. 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. Except in case of emergency, the university shall provide reasonable notice before entering premises.

18. Visitors and Guests

Visitors or guests are not permitted to enter university housing facilities except as permitted in Policies & Regulations referenced in this License Agreement and found at: https://housing.sdsu.edu/campus_living/policies.aspx.

19. 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 nor shall the acceptance of rent under this License Agreement by the university be deemed to be waiver of any preceding breach by Licensee of any term, covenant, or condition of this License Agreement.

20. Hold Harmless

Licensee agrees to indemnify and hold the university harmless from any and all claims arising from Licensee's use or occupancy that is improper, illegal or a violation of the License Agreement.

21. 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.

22. Megan's Law

Pursuant to Section 290.46 of the Penal Code, 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>. Depending on an offender's criminal history, registered sex offender information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. Questions in this regard must be directed to SDSU Police Department at (619) 594-1991 or via the website at: <http://police.sdsu.edu/dps/>.

23. Insurance

University assumes no responsibility for any property of Licensee, which is stolen, damaged, vandalized or destroyed in the housing facility at any time, including periods when Licensee is not in occupancy or after the term of the occupancy has expired. The university has no insurance to cover the personal or property damage of Licensee, so during the period covered by this License Agreement; university highly recommends that Licensee, at their expense, obtain appropriate insurance such as a renter's policy.

24. Campus Safety Act

SDSU complies with the Campus Safety Act, also known as the Jeanne Clery Act. The Safety and Security Reports are available to the entire campus community. For more on the Campus Safety Act, see the SDSU Police Department's website at: <http://police.sdsu.edu/dps/>.

25. Annual Fire Safety Report

The Office of Housing Administration and the Residential Education Office publish the annual Fire Safety Report for the SDSU residential community. The report includes: A description of each on-campus student housing facility; The number of fire drills conducted during the reporting year; Campus policies or rules on portable electronic appliances, smoking, and open flames in a student housing facility; Campus procedures for evacuating student housing in the event of a fire; The policies regarding fire safety education and training programs provided to the students and employees (including the procedures that students and employees should follow in the case of a fire; The titles of each person or organization to which students and employees should report that a fire occurred; and plans for future improvements in fire safety, if any. For more information on the Annual Fire Safety Report see the SDSU Police Department's website at: <http://police.sdsu.edu/dps/>.

26. Air Conditioning

Air conditioning is not guaranteed. When the air conditioning is operating in a building, all windows must be closed.

27. Checking In

When checking into the assigned space, Licensee must fill out and sign a Room Inspection upon inspection of the room. This must be completed and submitted via the Housing Portal within 24 hours of occupancy.

28. Checking Out

When checking out of the housing facility, Licensee must return the room to the original configuration and condition; turn in all keys; and remove all personal property. It is the Licensee's responsibility to follow proper university check-out procedures (Licensee should check with their front desk for proper check-out procedures); failure to do so may result in charges for improper check-out. Licensee's meal plan will become invalid upon termination of License Agreement.

29. Emergency Preparedness

All residents are advised to have an emergency plan. Each resident should maintain an emergency supply kit consisting of a first aid kit, three-day supply of water, non-perishable food, battery operated radio and flashlight, extra batteries, gloves, and medications.

30. Energy Conservation

Licensee agrees not to waste utilities of the housing facility. In the event that there is a significant increase in utility charges to the university during the term of the License Agreement, the university reserves the right to impose a utility energy surcharge of no more than five (5) percent of the cost of Licensee's rent.

31. Furniture

The University does not guarantee provision of any specific furniture in the unit and reserves the right to change out University-provided furniture at its discretion. Waterbeds of any type and lofted beds not installed by the university are not allowed. University room furniture cannot be stored to accommodate Licensee's own furniture. Beds located within housing facilities may be bunked or lofted or have the ability to be raised or lowered. All self-adjusting beds shall only be adjusted by the Office of Housing Administration. The Licensee may submit a service request on the Housing Portal to have their bed bunked or lofted. The Licensee must also submit a service request to have the beds un-bunked or un-lofted when they are changing rooms (either by their own request or being administratively moved) or during the check-out process when requesting contract cancellation. A bed rail and ladder are provided for each bunked or lofted bed and must be used and remain in place to ensure proper use of bed. Bunk and loft beds may not be moved in front of a window that is capable of opening more than six inches. The Licensee will return all room furniture to the original positions before moving out. Failure of Licensee to return furniture to the original positions in the room or movement of common area furniture by Licensee will result in additional charges and billed to the Licensee's account. Removal of furniture from Licensee's room and public areas is considered theft.

32. Payment Information

Please see the Office of Housing Administration website at https://housing.sdsu.edu/campus_living/summer_housing.aspx for payment information.

B. EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS:

Only the Director of Housing Administration or his/her designee can make exceptions to the TERMS AND CONDITIONS of this Contract. Resident Advisors (RAs), Residence Hall Coordinators (RHCs), and Office Staff are not authorized to modify these TERMS AND CONDITIONS.

C. EFFECT OF SIGNATURE:

By signing this License Agreement, you certify that you have read all the terms and conditions of the San Diego State University Summer 2021 Student Housing License Agreement Terms and Conditions and agree to all of the terms stated herein.

REV. 03/18/2021