

**SONOMA STATE UNIVERSITY
STUDENT HOUSING LICENSE AGREEMENT
ACADEMIC YEAR 2021-2022**

The Student Housing License Agreement and the Policies & Regulations described below govern all residential occupants. By completing and signing the Student Housing License Agreement ("License Agreement"), you ("Licensee") agree to all these provisions. Please read these provisions carefully before submitting a completed License Agreement as this is a legally binding agreement between you as Licensee and Sonoma State University on behalf of the Board of Trustees of the California State University, ("University").

A. Terms and Conditions

1. Eligibility

To qualify for a space in the residential suites or on-campus apartments, hereafter called "Unit," a student must be regularly enrolled at least nine units in an approved academic program as a matriculated student at Sonoma State University, hereafter called University. Other eligibility may be considered with written approval of the University. The university may revoke the License Agreement if the Licensee fails to meet this requirement. If Licensee's provisional admission is rescinded, or Licensee is disqualified between semesters, Licensee is responsible for notifying Residential Education and Campus Housing Office ("REACH") immediately in writing. (See Terms & Conditions, Sections cancellations).

2. Occupancy Period

Licensee may contract for a bedspace either for the entire Academic year or may contract for the spring semester only

a. ACADEMIC YEAR LICENSE AGREEMENT.

Fall Semester

Begins: Sunday, August 15, 2021

Ends: Friday, December 10, 2021

Spring Semester

Begins: Saturday, January 23, 2022

Ends: Friday, May 20, 2022

Note that Licensee must vacate their room during the periods described in Section 3. The occupancy period may be extended only with the written approval of the University. Licensee should vacate their room 24 hours after their last final.

- i. Failure of Licensee to move in one week after the contract start date may constitute a no show cancellation of the License Agreement, see Cancellation Section below.
- ii. The time between December 11, 2021 and January 24, 2022 are not included in the academic year period during which the Licensee can occupy the unit.

b. SPRING SEMESTER 2022 LICENSE AGREEMENT.

Begins: Sunday, January 23, 2022

Ends: Friday, May 20, 2022

Note that Licensee must vacate their room during the periods described in Section 3. The occupancy period may be extended only with the written

approval of the University. License is encouraged to vacate their room 24 hours after their last final.

c. A Licensee who has a University requirement or long-distance travel necessitating an early arrival of up to one week prior to occupancy in housing can request Early Arrival through the Housing Portal by the last day of July. Approved requests will be charged a prorated rental rate based on the number of days and the room type.

3. COVID-19 Occupancy Requirements:

a. Licensee agrees to comply with all directives, policies, and orders of the University and the Board of Trustees of the California State University (collectively the University) related to COVID-19, as may be amended from time to time during the term of this License, including, but not limited to, all requirements for protective masking, social distancing, testing, isolation, and quarantine.

b. Licensee agrees to comply with all applicable federal, state, and local public health laws, regulations, orders, and guidance related to COVID-19, as may be amended from time to time during the term of this License.

c. Licensee agrees to comply with any COVID-19 testing protocols that may be required by the University and to reasonably cooperate with the University in discharging Licensee's obligations under this section.

d. Licensee understands and agrees that COVID-19 immunization may be required in the future by the University as a condition of continued occupancy. In the event that the University determines that COVID-19 immunization will be required for continued occupancy, Licensee agrees to provide the University proof of vaccination within the time period and in the manner requested by the University.

4. Occupancy

a. Licensee has permission to occupy their assigned space during Thanksgiving/Fall, Winter and Spring breaks.

b. Only Licensees continuing from Fall to Spring semester have permission to occupy their space while Winter break is in session.

c. The time between December 24 - January 1 are not included due to scheduled University construction as needed. A Licensee is not permitted to be on campus during this time and must vacate the residential community.

d. For the safety and security of the campus community over break periods, Licensee is *required* to pre-register their occupancy before the break. There is no additional rent cost to Licensee.

5. Room, Building and Village Assignment and Changes

a. Specific assignment of a bed space shall be made by the University at its sole discretion.

b. Licensee may only occupy the assigned bedspace.

c. Room changes may only occur as directed by the REACH staff, but may be

- requested by Licensee and if approved by authorized REACH staff.
- d. The University reserves the right to change room assignments, assign a new Licensee, or reassign a current Licensee to an unoccupied bed space at any time, and/or consolidate vacancies as needed or in the interest of health, discipline, occupancy, or for general welfare of Licensee, the campus community and/or University.
 - 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 the [Campus Housing Regulations and Guidelines](#).
 - f. University may require Licensees to consolidate when half a room is vacant. If Licensee fails to adhere to the consolidation, Licensee may be subject to disciplinary action and/or appropriate rent charges.

6. EXPECTATIONS, TERMS AND CONDITIONS

- a. This License Agreement is subject to the regulations contained in Title 5 of the California Code of Regulations, Sections 42000-42101. Those regulations are available online at www.calstate.edu/FT/PgmPol/T5dir.shtml or in the Residential Education and Campus Housing office.
- b. Licensee shall follow and adhere to all California State University, Sonoma State University, state, and local county rules, policies, including those regarding health and safety standards, and any such directives related to self-quarantine, social distancing, and/or face coverings. (See also any applicable Addendums.)
- c. Licensee agrees to comply with all [Residential Education and Campus Housing Regulations and Guidelines](#) and any subsequent amendments. Regulations are available on the [Residential Education and Campus Housing](#) website.
- d. Adherence to established University Policies shall be required. Visit www.sonoma.edu/policies/ for a complete listing of Sonoma State University Policies.
- e. Licensee must be enrolled in nine or more instructional units per semester.
- f. This License Agreement shall not be transferred except as permitted in Section 9
- g. It is understood and agreed by Licensee and University that no lease or any other interest in real property is created by this License Agreement

7. Culinary Services Conditions

The 2021-2022 License Agreement automatically includes a required meal plan for all first time first year freshmen. All other Licensees may purchase an optional meal plan through Culinary Services. Licensee agrees to comply with the following conditions that govern use of the Sonoma State University (SSU) Culinary Services:

- a. The REACH office is collecting the meal fee on behalf of SONOMA STATE ENTERPRISES, INC., who is the provider of the required meal plans for all first year college students. The required meal plan will begin and end according to the Occupancy Period, Section 2, unless sooner terminated under the provisions of this License Agreement.
- b. Licensee agrees to comply with the following conditions that govern use of SSU Culinary Services:

1. Meal plans are not transferable.
2. If Licensee's meal card is lost or stolen, or if there is suspicion that someone else may be using the account, Licensee shall immediately notify the Culinary Office in person or call (707) 664-2993 (24-hour VMS). Licensee is liable for any unauthorized use of the meal plan.
3. Licensee is responsible for any cost associated with replacement of ID card.
4. Should the meal plan system go offline, Licensee's meal plan will be accepted. Licensee will be responsible for all goods and services received during this time.
5. Food service fees will not be reduced due to dietary needs or other restrictions.
6. The first meal for the FALL SEMESTER is Brunch on Sunday, August 15, 2021. No meals are served during Thanksgiving/Fall break, Thursday, November 25, 2021 through Sunday, November 28, 2021; the last meal before Thanksgiving/fall break is lunch on Wednesday, November 24, 2021, and reopens for dinner on Sunday, November 28, 2021. The last meal of the fall semester is dinner on Friday, December 10, 2021, unless previously terminated under the provisions of this License Agreement. The first meal for the SPRING SEMESTER is Brunch on Friday, January 21, 2022. No meals are served during spring break, Saturday, March 19, 2022 through Sunday, March 27, 2022; the last meal before spring break is Brunch on Saturday, March 19, 2022 and Opening is at Dinner on Sunday, March 27th. The last meal for the spring semester is Dinner on Friday, May 20, 2022, unless previously terminated under the provisions of this License Agreement.
7. In case of cancellation of the License Agreement, meal plan payment refunds will be prorated based on the plan's daily average calculated and declining dining dollars.
8. Upon cancellation of the License Agreement, if a student remains enrolled at the University and would like to continue to use the meal plan, the student will complete an addendum upon vacating.
9. No refunds for culinary services will be issued for cancellations made with thirty (30) days or less before the end of the semester.
10. Additional information on the meal plans provided by Culinary Services and expectations can be found on the [Culinary Services website](#).

8. MAINTENANCE OF PREMISES

- a. University shall provide Licensee with the furnishings noted on the online Room Inventory.
- b. Licensee agrees to give reasonable care to the assigned space, and its furnishings and to make payment for any damage or loss promptly upon demand by University.

- c. Licensee shall be responsible for notifying the University in a timely manner regarding any maintenance repairs needed to the unit. Failure of Licensee to keep residence in good condition because of abuse, neglect to clean, or lack of reporting maintenance needs will result in Licensee being responsible for reimbursing University for the cost to bring the unit back to good order.
- d. Licensee shall vacate the living unit in good order and repair, normal and reasonable wear and tear as expected, as determined by the University in its sole discretion.
- e. In the event Licensee fails to maintain the living unit in good order and repair, Licensee shall pay University the reasonable costs incurred in returning the living unit to a condition of good order and repair, as determined by University in its sole discretion.
- f. Licensee shall be required to take all reasonable and pertinent steps to prevent conditions that may cause mold or mildew to develop in the unit and agrees to promptly report to the University any evidence of water intrusion, moisture accumulation or mold in any location of the residence. Failure to report such a matter timely may result in repair costs being billed to the account of Licensee.
- g. Licensee shall make no alteration to the housing facility without advanced written permission of the University. Any structural alteration in or to the unit is prohibited without advanced written permission of the University.
- h. Licensee shall not possess any highly flammable material, firearm, ammunition, fireworks, explosives, dangerous weapons or any other material or instrument which, in the opinion of the University authorities, poses an unreasonable risk of damage or injury.
- a. The Campus Housing Fire Safety report is posted online at www.sonoma.edu/housing/general-info/emergency-prep/fire-safety.html.

9. Cancellation of Housing License Agreement by Licensee

- a. Licensee may cancel their application and license prior to the beginning of the license period by submitting a written cancellation notice to REACH as follows:
 - i. For an Academic Year License: Cancellations received through June 1 will receive a 50% refund of the Housing Down Payment; non-refundable thereafter.
 - ii. For Spring Semester Only License: Cancellations received through December 15 will receive a 50% refund of the Housing Down Payment; non-refundable thereafter. (This cancellation deadline applies only to students with a Spring 2022 License Agreement as referenced in Section 2.)
- b. Cancellation received after the following dates will be charged thirty (30) days of rent:
 - i. For an Academic Year License: August 1
 - ii. For a Spring Semester Only License: January 1 (This cancellation deadline applies only to students with a Spring Only 2022 License Agreement as reference in Section 2 above.)

- c. Cancellations after Occupancy - Licensee may submit a Petition to Break Student Housing License Agreement after occupancy has begun. The University may exercise its sole discretion to grant or deny the Petition. If the University denies the Petition for cancellation, Licensee shall owe the full fee period of the License Agreement, any other applicable charges, such as for damages and/or cleaning fees.
- i. Petitions will be deemed delivered upon receipt of written Petition notice by REACH Office and must be made at least thirty (30) days prior of the date Licensee is intending to vacate. Date of receipt of Licensee's completed Petition to Break the License Agreement will be used as the start of the 30 day notice.
 - ii. A licensee who petitions and is below the required number of academic units at the University will be automatically released from the License Agreement. Rent fees will be prorated based on submitted petition and vacate date.
 - iii. A Licensee submitting a Petition due to personal, medical or financial reason will follow the [guidelines](#) for the request and provide documentation supporting their request.
 - iv. A Licensee submitting a Petition to Break the License Agreement during the fall semester to not attend the spring semester at SSU, must provide 30 days' notice prior to the last day of the fall semester.
 - v. If Licensee's Petition to Break the License Agreement is accepted, Licensee will be released from the License Agreement without penalty (except if a \$250 service fee is assessed for Petitions received with less than 30 days notice of the date intending to vacate). REACH will credit Licensee account with an amount equal to the prorated amount of prepaid and unearned room charge for Licensee's unit minus any applicable costs/fees or expenses related to damage that may have occurred.
 - vi. If Licensee's Petition to Break the License Agreement is not accepted, Licensee shall be obligated to pay the amounts due under this License Agreement, including if licensee vacates or abandons the unit.
 - vii. A \$250 service fee will be assessed for approved Petitions when the notice given was less than 30 days.
 - viii. Any Licensee who fails to occupy assigned space within one week after the contract start date shall be considered a no-show cancellation. Licensees considered no-show cancellations shall owe a thirty (30) day rent fee.
 - ix. If a replacement licensee acceptable to University agrees to take over the vacated bedspace of Licensee, University may reduce the thirty (30) day rent fee to a \$250 cancelation fee. University is under no obligation to do so before all other units/bed spaces/facilities in housing are filled.
 - x. If Licensee is evicted from University housing, voluntarily leaves University housing, or is suspended from the University, Licensee shall owe the full License fee (e.g. academic year), any applicable costs/fees or charges for damages and cleaning, and all nonrefundable fees.
- d. A Licensee submitting a Petition due to personal, medical or financial reason will

follow the [guidelines](#) for the request and provide documentation supporting their request.

10. REVOCATION OF LICENSE AGREEMENT

The University may revoke (i.e. termination) this License Agreement based upon any of the following conditions:

- a. In the event of misconduct by Licensee listed in §41301, Title 5, California Code of Regulations.
- b. Failure of Licensee to maintain status as a student at University enrolled in at least nine units per semester.
- c. Licensee's breach of any term or condition of this License Agreement or any addendum specifically including, but not limited to, any applicable Policies & Regulations, referenced in this License Agreement and/or any Addendums. See <https://housing.sonoma.edu/License-Agreement>.
- d. Failure of Licensee to timely pay University required fees.
- e. Administrative necessity of University. Administrative necessity exists when a condition occurs and prevents the University from making or continuing to make a housing facility available to 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 oversupply not reasonably foreseen by the campus, if such demand results in an overbooking of available housing facilities.
- f. If the continued presence of Licensee poses a danger to themselves or other residents, staff, faculty, or other members of the University community.
- g. Licensee must be a regularly enrolled student who remains in an approved academic program throughout the license period. If Licensee's provisional admission is rescinded, or Licensee is academically disqualified, 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. Licensee whose provisional admission is rescinded will be credited housing and food charges if they have not taken occupancy. Licensees who are academically disqualified will be credited housing and food charges if they have not taken occupancy and shall owe any charges for damages and cleaning. If Licensee has taken occupancy of the unit, REACH will credit Licensee's account with an amount equal to the prorated amount of prepaid and unearned room charge for licensee's unit minus any expenses related to damage that may have occurred.
- h. Except in case of emergency, University shall endeavor to provide Licensee not less than three days' notice in the event of an occurrence described in subsections (a), (b), (c) or (d) and not less than fourteen (14) days written notice in the event of an occurrence described in subsection (e).
- a. Licensee shall be obligated to pay the amounts due under this License Agreement, including if licensee vacates or abandons the unit.

j. In the event that the University revokes the License Agreement, Licensee will be assessed charges as noted in Section 9.

11. FINANCIAL OBLIGATIONS FOR VACATING AND REVOCATIONS

The financial obligation of Licensee is stated in Title 5, California Code of Regulations and in the [REACH Housing Regulations and Guidelines](#).

12. ABANDONMENT OR TERMINATION BY LICENSEE

Except as permitted in Section 8 or 9, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due to the University for so long as University does not terminate Licensee's right to an assigned bed space. In the event of termination or abandonment by Licensee, Licensee shall have the right to be released from this agreement if a suitable replacement is secured, *pursuant to campus regulations and with consent of University at its sole discretion*. The suitable replacement condition only exists when the campus is at 100% occupancy.

13. DESTRUCTION OR UNAVAILABILITY

In the event that an Assigned Space is destroyed or becomes unavailable as the result of conditions not within the control of University at the time this Agreement is made and University is unable to offer Licensee another housing option, Licensee may be entitled to a prorated refund of any payments and fees applicable to periods after Licensee was required to vacate based on University and/or Chancellor's Office sole discretion. Such conditions could include, damage caused by floods, slides, fire, earthquake, other natural disasters and/or vandalism; civil disorder, *pandemic*, compliance with local, state or federal law or interruption of basic services, including due to labor strife, but do not include any condition as described in Section 7 "Maintenance" or Section 9 "Revocation of License Agreement."

If the University determines it is critical to close and/or evacuate Licensee from Campus Housing due to any of the reasons stated above, the University may, at its option, find alternative suitable housing for Licensee elsewhere, including on or off campus. If Licensee chooses not to accept University's offer of alternate accommodation during the campus housing closure, Licensee is not entitled to compensation for days when Licensee declines to stay in alternate on-campus or designated off-campus housing.

14. REFUNDS

The University shall authorize refunds only as provided in this Agreement or in Title 5 of the California Code of Regulations, University policy or other applicable law, or when determined by the CSU or SSU Cabinet.

15. VACATING THE HOUSING FACILITY

Licensee shall vacate the housing facility on the expiration of the license period or upon revocation of this License Agreement, whichever occurs first. Failure to abide by proper check out procedures may result in Licensee being assessed charges for

improper check-out as well as jeopardizing ability to live on-campus in future semesters.

16. TREATMENT OF INDEBTEDNESS

Failure of Licensee to satisfy the financial obligations of this License Agreement may result in the following:

- a. Imposition of a late fee, in accordance with the fee schedule.
- b. Revocation of the License Agreement.
- c. Eviction.
- d. Withholding of University services pursuant to §42380, et seq., Title 5, California Code of Regulations. This includes denial of registration.
- e. Offset of paychecks, loans, grants or scholarship payable through the University, and/or income tax refunds or rebates.
- f. Legal action to collect unpaid obligations.

By signing the License Agreement, Licensee consents to the release of information from their 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 any delinquent obligation arising out of the License Agreement.

17. RIGHT OF ENTRY

The University shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, fire and/or life safety, fire and/or life safety maintenance/inspection, maintenance, management of applicable rules and regulations, or for any other lawful purpose including, but not limited to, routine inspections of the residential and common living/bathroom areas. University shall exercise these rights reasonably and with respect for Licensee's right to be free from unreasonable searches and intrusions of privacy. Except in case of emergency, the University shall endeavor to provide reasonable notice before entering premises.

18. INSURANCE

University assumes no responsibility for any property of Licensee or Licensee's guests, 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. University does not have insurance to cover the personal or property damage of Licensee. The University highly recommends that Licensee, at their sole expense, obtain appropriate insurance to protect themselves in the event of loss to personal property or damage to the premises, such as a renter's policy.

19. VISITORS AND GUESTS

Licensee shall permit no visitors or guests to enter the Housing Facility except as permitted by the [Guest Policy in the Housing Regulations](#).

20. 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 University be deemed to be waiver of any preceding breach by Licensee of any term, covenant, or condition of this License Agreement.

21. 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.

22. TAXABLE POSSESSORY INTEREST

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

23. MEGAN'S LAW

Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public at www.meganslaw.ca.gov and is maintained by the Department of Justice. 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 he or she resides.

24. CAMPUS SAFETY ACT

Sonoma State University 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 [Jean Clery Campus Security Act](#)

25. ANNUAL FIRE SAFETY REPORT

REACH publishes the annual Fire Safety Report for the University's 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 REACH website at <https://housing.sonoma.edu/information/emergency/fire-safety>

26. EMERGENCY PREPAREDNESS

All Licensees are advised to have an emergency plan. The University does not

maintain supply kits and as such, each Licensee should maintain an emergency supply kit consisting of a first aid kit, a three-day supply of water, non-perishable food, battery-operated radio and flashlight, extra batteries, gloves, and medications. Recommendations can be found here:
<https://housing.sonoma.edu/information/emergency>

27. PAYMENT INFORMATION

In consideration for the right to occupy an Assigned Space, within the housing facility at the University, the Assigned Space, Licensee hereby agrees to make payments to the University in accordance with the [Rate and Fee Schedule](#) noted above. Rates and Fees are set and published annually on the REACH website. University reserves the right to change rates for the Assigned Space following not less than sixty (60) days prior notice to Licensee.

Licensee's account at the University will be charged for all costs, charges and fees incurred by Licensee or by University on behalf of, or because of, Licensee through the effective date of termination for any termination in accordance with Section 10. In addition, Licensee's account will be charged a contract cancellation fee in accordance with the License Agreement, Section 9.

B. EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS

Only the Director of REACH or their designee can make exceptions to the License Agreement. Resident Advisors (RAs), Area Coordinators (ACs), and Office Staff are not authorized to modify.

C. EFFECT OF SIGNATURE

By signing this Agreement, manually or electronically, Licensee (and parent/guardian, if applicable) acknowledges that Licensee is subject to this Sonoma State University Student Housing License Agreement Including all of its terms & conditions and attachments, has read and agrees to be bound by such documents, and agrees and covenants that Student will abide by them.

For electronic signatures, Licensee further agrees that by indicating their acceptance electronically, they represent and agree that they are the individual named and that their electronic signature constitutes their signature on the document referenced herein as if actually signed by them manually.