



STUDENT HOUSING LICENSE AGREEMENT ACADEMIC YEAR 2019-2020

Student's Name: [[Profile..Full_Name]]	Student ID#: [[Profile..University_ID]]
Student's Address: [[Address.Permanent.Address1]] [[Address.Permanent.Address2]], [[Address.Permanent.State]] [[Address.Permanent.Post_Code]]	Date Housing Down Payment: [[Application..Application_Received]] License Period: Academic Year 2019-2020 Move-In Weekend: August 17-18, 2019

Licensee and University agree to adhere to the terms and conditions set forth in this Student Housing License Agreement.

I. AGREEMENT OF FEES

This License Agreement is entered into between the Trustees of the California State University by Sonoma State University, hereafter called "University," and the student, hereafter called "Licensee." In consideration for the right to occupy an assigned bed space, within the housing facility at the University, hereafter called "Unit," Licensee hereby agrees to make payments to the University in accordance with the Fee Schedule which accompanies the License Agreement. Signing this license agreement does not guarantee a bed space.

II. OCCUPANCY

- a. University hereby grants to Licensee permission to occupy a bed space within the housing facility as a licensee for the fee period August 19, 2019 and ending May 15, 2020, unless sooner terminated under the provisions of this license agreement. Specific assignment of a space shall be made by the University, and may be changed from time to time. 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 in the interest of health, discipline, occupancy, or for general welfare of the Licensee.
- b. This license agreement does not grant Licensee permission to occupy the assigned space during semester break which starts 24 hours after last Fall final or by 11 a.m. on December 14, 2019, whichever is sooner. The Residential Community officially reopens 8 a.m. on January 17, 2020.
- c. The Licensee does have permission to occupy their assigned space during Thanksgiving and Spring break. Only residents continuing from Fall to Spring semester have permission to occupy their space while winter intersession is in session. Break periods require residents to register and is available for occupancy at no additional cost.
- d. The Residential Education and Campus Housing 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 on August 19, 2019 and to end on May 15, 2020, unless sooner terminated under the provisions of this License Agreement. **Meal service is not provided during Thanksgiving, Winter, or Spring break.** Specific details about the required meal plans are contained at www.sonoma.edu/housing/future-res/meal-plans.
- e. Campus housing is not guaranteed for multiple years of residency. Priority for returning is determined on a lottery basis. Preference is given to the residents who have lived on campus one year or less when demand exceeds supply.

III. ENHANCEMENT OF EDUCATIONAL EXPERIENCE

- a. University shall maintain a professional staff to work with students to develop a community concept within the housing facility to enhance students' educational experience at the University. The facility shall be operated to enhance the social, educational, and recreational opportunities available to Licensee.

- b. Licensee agrees to recognize the importance of maintaining an environment which is conducive for fellow students to study, live and sleep in the housing facility. While in the housing facility, Licensee agrees to not disturb this environment.

IV. 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 must be enrolled in nine or more instructional units per semester.
- c. Licensee agrees to comply with all Residential Education and Campus Housing regulations 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. This License Agreement shall not be transferred except as permitted in Section IX.
- f. It is understood and agreed by Licensee and University that no lease or any other interest in real property is created by this Agreement.

V. MAINTENANCE OF PREMISES

- a. University shall provide Licensee with the furnishings noted on the online Room Inventory document. Licensee agrees to give reasonable care to the unit and its furnishings and to make payment for any damage or loss promptly upon demand by University. Licensee shall be responsible for notifying the University in a timely manner with any maintenance repairs to the unit. Failure to keep residence in good condition because of abuse, neglect to clean, or lack of reporting maintenance needs will result in licensee covering the cost to bring unit back to good order. Licensee shall vacate the living unit in good order and repair, normal and reasonable wear and tear expected. 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.
- b. 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 quickly report to the University any evidence of water intrusion, moisture accumulation or mold in any location of the residence. Failure to report matter timely may result in repair costs to the licensee.
- c. Licensee shall make no alteration to the housing facility without permission of the University. Any structural addition or alteration is prohibited without written permission of the University.
- d. 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.
- e. The Campus Housing Fire Safety report is posted online at www.sonoma.edu/housing/general-info/emergency-prep/fire-safety.html.

VI. CANCELLATION BY LICENSEE PRIOR TO FEE PERIOD

Licensee may cancel their reservation and license prior to the beginning of the license period by submitting a written cancellation notice to Residential Education and Campus Housing. Cancellations received by June 15 will receive a 50% refund of the Housing Down Payment; non-refundable thereafter.

VII. VACATING AFTER THE BEGINNING OF THE FEE PERIOD

- a. Licensee may submit a Petition to Terminate the License Agreement upon delivery of written notice to Residential Education and Campus Housing at least thirty (30) days prior of the date intending to vacate and the reason therefore.
 - i. A Licensee submitting a Petition to Terminate 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.

- b. The University may grant or deny a request to terminate the License Agreement submitted pursuant to subsection (a). The determination will be based on the following standards with appropriate verification: (1) End of student status, (2) Marriage, (3) University Study Abroad Program, (4) Hardship/Extraordinary Circumstances.
- c. If Licensee's Petition to Terminate 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). Residential Education and Campus Housing will credit Licensees' account with an amount equal to the prorated amount of pre-paid and unearned room charge for Licensees' unit.
- d. If Licensees' Petition to Terminate 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.
- e. A \$250 service fee will be assessed for notice less than 30 days for approved requests.

VIII. REVOCATION OF LICENSE AGREEMENT

- a. The University may revoke this License Agreement upon the following conditions: (1) In the event of misconduct listed in §41301, Title 5, California Code of Regulations. (2) Failure of Licensee to maintain status as a student at University enrolled in at least nine units per semester. (3) Licensee's breach of any term or condition of this License Agreement, including failure to pay required fees. (4) Administrative necessity of University.
- b. University shall provide Licensee not less than three days' notice in the event of an occurrence described in subsections (1), (2) or (3) and not less than fourteen (14) days written notice in the event of an occurrence described in subsection (4) except in cases of emergency.
- c. Licensee shall be obligated to pay the amounts due under this License Agreement, including if Licensee vacates or abandons the unit.

IX. FINANCIAL OBLIGATIONS FOR VACATING AND REVOCATIONS

The financial obligation of the licensee shall be as stated in Title 5, California Code of Regulations and in the 2019-2020 Campus Housing Regulations.

X. ABANDONMENT OR TERMINATION BY LICENSEE

Except as permitted in Section VI or VII, 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, Licensee shall have the right to be released from this agreement if a suitable replacement is found, pursuant to campus regulations and with consent of University, which consent shall not unreasonably be withheld.

XI. DESTRUCTION OR UNAVAILABILITY

In the event that 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 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, or other natural disasters and vandalism; civil disorder; compliance with state or federal law; unanticipated interruption of basic services; a drop in the rate of cancellations not reasonably foreseen by University, if such drop results in an overbooking of available housing facilities.

XII. REFUNDS

Instances of cancellation, revocation, or vacating, the licensee shall owe fees as provided in Title 5 and in the 2019-2020 Campus Housing Regulations, regardless of whether the licensee ever assumed actual occupancy and regardless of whether a licensee who has assumed actual occupancy moves out of the facility prior to the designated period of obligation. The campus shall refund all money collected in excess of such obligation as soon as reasonably possible.

XIII. 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.

XIV. 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: (1) Withholding official transcripts and/or (2) 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.

XV. RIGHT OF ENTRY

University shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, fire and life safety, facility maintenance, management of applicable rules and regulations, or for any other lawful purpose. University shall exercise these rights reasonably with respect for Licensee's right to be free from unreasonable searches and intrusions into study or privacy.

XVI. INSURANCE

- a. During the period covered by this License Agreement, Licensee is encouraged to obtain health and accident insurance.
- b. University does not provide insurance to cover the personal or property damage of Licensee. Therefore, University highly recommends that Licensee obtain insurance, such as a renter's policy.

XVII. 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.

XVIII. NON-WAIVER

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

XIX. 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.

XX. 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.