



**2024 - 2025
HOUSING LICENSE AGREEMENT**

This HOUSING LICENSE AGREEMENT (“License Agreement”) is entered into among the undersigned student at California State University San Marcos (“Licensee”), California State University San Marcos Corporation (“CSUSM Corporation”), an auxiliary organization formed pursuant to the California Education Code to support the mission and activities of California State University San Marcos, Capstone On-Campus Management, LLC (“COCM”), and the applicable owner (“Owner”) of the student housing property assigned to Licensee:

1. **University Village Apartments** – owned by CSUSM Corporation.
2. **The QUAD** – owned by QUAD Housing, LLC and QUAD SM III, LLC.
3. **North Commons** – owned by CUBE 3, LLC.
4. **Block C** – owned by Block C One, LLC.

The Owner has made its student housing property available to Licensee for the limited use of Licensee at California State University San Marcos (“CSU San Marcos” or “CSUSM”) subject to the terms and conditions of this License Agreement, and where applicable, service and/or affiliation agreements with CSU San Marcos, CSUSM Corporation, and COCM. Owner, CSU San Marcos, CSUSM Corporation, and COCM are referred to together as “Licensor” in this License Agreement. COCM administers this License Agreement on behalf of CSUSM Corporation and each Owner as the agent and property manager of the applicable student housing property (“the Premises.”), taken together these student housing properties comprise “CSUSM Housing.” This is a binding legal agreement valid for the applicable term as defined below. This Agreement shall not be assignable by Licensee, and Licensee may not delegate its duties under this License Agreement.

Licensee has accepted the terms and conditions of this License Agreement by electronic signature. Licensee agrees that this License Agreement may be completed by electronic means, that the electronic signature is the legal equivalent of a written signature, and agrees to be bound by the terms and conditions of this License Agreement in the same manner as if it had been signed in writing.

1. **LICENSE.** Licensor grants permission to Licensee to use an assigned bed space and access to and use of the shared common spaces (“Premises”) and shared amenity spaces associated with the CSUSM Housing, subject to facility rules and hours, during the “Fee Period” (as described in Section 6 “Fee Period & Occupancy”) in exchange for Licensee’s timely payment of the applicable housing fees, and Licensee’s compliance with all provisions of this License Agreement. The license under this License Agreement is for a limited time and for the use of a specific bed space assigned to Licensee, which may be within a living unit (room, suite, or apartment) shared with other eligible licensees (“Roommates”). Any reference to Roommate(s) refers to other individuals licensed by Licensor, and NOT Licensee’s guests, visitors, or invitees (including without limitation family and friends). This license is NOT a lease or rental agreement for the exclusive use of a living unit. This license is not intended to create any interest in real property, taxable, possessory, or otherwise. Submission and acceptance of an application does not guarantee an assigned bed space or an assignment to a space within any specific student housing property. Licensee agrees to pay all License Fees and other fees for the assigned bed space to Licensor or its agent as set forth in this License Agreement.
2. **ADHERENCE TO STATE LAW & CALIFORNIA STATE UNIVERSITY POLICY.** The License Agreement is subject to and incorporates the regulations contained in Title 5 of the California Code of Regulations, Sections 42000-42024, the [CSU San Marcos Standards for Student Conduct](#), and the Resident Handbook (found on the [CSUSM Housing website here](#)) as they may be amended from time to time.

Inappropriate conduct by students is subject to student conduct sanctions. Licensor reserves the right to use regulations contained in Title 5 of the California Code of Regulations section 41301 through 41304, or other applicable administrative or legal remedy to address violations of the terms and conditions contained in this License Agreement. All violations of the License Agreement, Standards for Student Conduct, or Resident Handbook are subject to student conduct sanctions and may be grounds for termination of this License Agreement, removal from the assigned student housing property, and eviction. Unlawful conduct may also be referred to law enforcement for investigation and prosecution.

- 3. GOVERNING LAW, VENUE, JURISDICTION & SEVERABILITY.** The validity of this License Agreement and any of its terms or conditions, as well as the rights and duties of the parties, shall be interpreted and construed pursuant to and in accordance with the laws of the State of California. Should any aspect of this License Agreement be litigated, it will be done under the laws of the State of California and in the County of San Diego. The licensee consents to the jurisdiction of and venue in any court otherwise having subject matter jurisdiction located in the State of California and County of San Diego.

If, for any reason, any provision (or portion thereof) of this License Agreement is found by a court to be deficient, invalid, void, or unenforceable, all remaining provisions will continue in full force and effect to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this License Agreement (including, without limitation, each portion of this License Agreement containing any provision held to be invalid, void, or otherwise unenforceable, that is not itself invalid, void, or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void, or unenforceable. If there are any legal proceedings against Licensee to enforce this License Agreement and Licensor prevails in such action, Licensee shall be liable for the costs and expenses of such action incurred by Licensor, including reasonable attorneys' fees, in addition to any amounts awarded to Licensor in such action.

- 4. ELIGIBILITY.** Applicants for student housing must be admitted to CSU San Marcos. To eligible for an assigned bed space, Licensee must be enrolled in at least 6 units of credit bearing courses at CSU San Marcos and maintain enrollment throughout the term of this License Agreement. Licensor may waive this requirement in appropriate circumstances at its sole discretion. A change in Licensee's admissions status or failure to maintain the minimum enrollment may result in revocation or termination of this License by Licensor. In addition to admission and enrollment, Licensee must make timely payment of all fees due under this License to Licensor or its agent along with payment of any past due balances or late fees. Failure to make timely payment may result in the revocation or termination of this license by Licensor as of the last day covered by any prior license fee period. Revocation or termination of the license will not release Licensee from the obligation to pay any fees due in accordance with the financial provisions of this License Agreement.

- 5. ON CAMPUS RESIDENCY REQUIREMENT.** All first-year undergraduate students under the age of 21 whose permanent home address is more than 40 miles from the CSU San Marcos campus are required to live in on-campus housing during their first two semesters of enrollment unless an exception is approved by CSU San Marcos in writing.

- 6. FEE PERIOD & OCCUPANCY.** The License will extend for the entire academic year, comprising two (2) semesters, or for the spring semester only, comprising one (1) fee period (each, a "Fee Period" and collectively, "Fee Periods"). Licensee may be granted access to and use of their space prior to the beginning of the Fee Period at no additional charge based on the move-in schedule, or the beginning of an approved CSU San Marcos sponsored activity that requires or permits early move-in. Licensee will retain access and the right to occupy Licensee's assigned space as further specified below.

6.1. Fall Semester Fee Period: The Fee Period for fall begins Monday, August 26, 2024, and runs through 12 pm, Sunday, December 15, 2024. The right of access and occupancy for Licensee who is not assigned to live on campus in spring semester ends concurrent with the end of the fall Fee Period. Fall semester graduates who are participating in fall semester commencement proceedings may remain in housing until 12 pm on the day following their commencement ceremony.

6.2. Spring Semester Fee Period: The Fee Period for spring begins Tuesday, January 21, 2025, and runs through 12 pm, Friday, May 16, 2024. Spring semester graduates who are participating in spring semester commencement proceedings may remain in housing until 12 pm on the day following their commencement ceremony.

- 6.3. **Summer Housing:** The license under this License Agreement does not cover summer housing. If Licensee intends to stay in housing during summer, Licensee must complete a separate application and be approved for summer housing and paying the summer housing license fee. Summer residents will be assigned housing spaces by CSUSM Housing and, in most if not all cases, will need to relocate to an alternate space during the summer housing period.
- 6.4. **Break Periods:** Licensee will retain access to Licensee's assigned space throughout the Fee Periods, including all holidays as well as Winter (December – January) and Spring (March – April) Breaks at no additional cost. Note that many customary services will be limited or not available during these breaks. Limited services may include dining, front desk, and mail or package services.
- A. Licensee is advised to secure their space and take their valuable items if Licensee will not occupy Licensee's assigned space during any break period.
- 6.5. **Winter Break:** Access during the Winter Break period requires Licensee to register Licensee's intention to remain no later than December 1st of the fall semester. To be eligible to stay during Winter Break, Licensees must be enrolled for the Spring Semester, have a License Agreement continuing into the Spring semester Fee Period, and have no past due balance owed for fall semester housing License Fees.
- A. If Licensee fails to register for Winter Break access by the December 1st deadline, Licensee may not be permitted to remain.
- B. If Licensee fails to vacate at the end of the Fall Semester without eligibility to remain for Winter Break, Licensee will be required to pay a daily fee equal to the pro-rated amount of their Fall Semester License Fee until such time as Licensee vacates the space as required.
- 6.6. **Delay:** Licensor shall not be liable for any delay in the delivery of the Premises for occupancy due to any unforeseen emergency, force majeure, or catastrophic circumstances. In this circumstance, Licensee's obligation to make payments commences upon Licensor's delivery of possession.
- 7. FEES & PAYMENTS.** Licensee will make payments to Licensor in accordance with the current Rate and Fee Schedule for the assigned student housing property and bed space. Rates and Fees are set and published annually in advance of the fall semester. Licensor reserves the right to change rates following a minimum period of sixty (60) days' notice to Licensee. Licensee's account with the Student Financial Services office at Licensor will be charged for all costs, charges and fees incurred by Licensee or by Licensor on behalf of, or because of, Licensee. Licensee may not be granted permission to occupy their assigned space until after scheduled tuition, student fees, housing fees, and dining plan fees as well as any past due balances from prior License Fee periods or other amounts owed to Licensor have been paid.
- 7.1. **Administrative Fee:** All first-time applicants, including all financial aid recipients, must pay a \$200 Administrative Fee, which represents both an application fee and set-up fee. This fee may not be deferred for financial aid payment. Once paid, the Administrative Fee is non-refundable even if the applicant does not complete the application process, does not enroll at CSU San Marcos or a Cancellation (as such term is defined below) later occurs. Applications will not be processed without the payment of the Administrative Fee and failure to remit correct payment could result in delayed processing or loss of Licensee's option for certain bed space types. The Administrative Fee payment, online housing application, and an electronically signed License must be submitted in full before the housing application is accepted by Licensor. The application is considered received by Licensor on the date that Licensee provides an electronic signature as well as the Administrative Fee. Licensee's past due balances for any prior License Fee periods must be paid before occupancy of a new space will be permitted.
- 7.2. **Security Deposit:** Licensee is required to pay a \$500 refundable, non-interest bearing, security deposit prior to occupying the assigned bed space. This deposit will be returned to Licensee after they have vacated the Premises, less any deductions for cleaning, damages (less ordinary wear and tear), loss of

property, or repairs assessed based upon a move-out inspection of the beds space, room, apartment, and/or student housing property, along with an itemized statement detailing the deductions made. Licensor may also deduct any amount owed for License Fees past due or outstanding at the time of determining the amount of a refund, if any. Payment of any amount by deduction from the security deposit is not to be considered payment in full and does not in any way reduce the total amount owed for any fee beyond the actual dollar amount of the deduction.

- A. **Guarantor in lieu of Security Deposit:** In lieu of providing a security deposit, Licensee may secure the support of a financial guarantor to agree to cover any outstanding debts owed by Licensee. Upon receipt of a financial guarantor agreement signed by a person capable of completing a contract for that purpose who is acceptable to Licensor, the requirement to pay the security deposit will be waived. A Financial Guarantor is required for any Licensee who is a minor (under 18 years of age).
- B. **Waiver of Security Deposit:** Licensor may waive the requirement for any Licensee to pay a security deposit at its sole discretion.

7.3. **Schedule:** Payment of Licensee's annual License Fees is required and due in full in advance of the Fee Period unless Licensee has entered into an approved payment plan through Student Financial Services or is eligible for a deferment. Due dates are firm, even those that fall on weekends or holidays as [payments may be made online](#), 24 hours per day:

- A. **Payment in Advance:** If Licensee elects to pay in full in advance, Licensor will accept Licensee's payment through the Student Financial Services office and allocate any sums received in the following manner - first to satisfy unpaid tuition; second to unpaid mandatory campus fees; third to unpaid housing fees; and finally, to unpaid dining fees.
- B. **Payment in Installments:** If Licensee elects to pay in installments, Licensor will establish an approved payment plan with Student Financial Services of up to four (4) installment payments over the course of the semester. Licensor will accept Licensee's installment payment through the Student Financial Services office and allocate any sums received in the following manner - first to satisfy unpaid tuition; second to unpaid mandatory campus fees; third to unpaid housing fees; and finally, to unpaid dining fees. Licensees making each required installment payment by the published due date will be regarded as paying on time. However, Licensee must make all required installment payments in full as scheduled to cover the sum of their housing License Fees. Missed payments will result in the entire unpaid amount for the semester being considered a past due balance, which may be larger than the sum of a single installment payment (the missed payment) due to the allocation of payments received up to that date.

7.4. **On Time Payments:** All payments must be received and posted to Licensee's account on or before published due dates. Postmark dates are not considered the paid dates.

7.5. Licensee agrees to review account balance information regularly through their student account and make each payment on or before the published Payment Schedule due dates.

7.6. **Late Fees:** Late fees will be assessed on all late or insufficient payments and may accumulate monthly on any past due balances in accordance with University policy.

7.7. Financial Aid & License Fee Deferment:

- A. **Administrative Fee:** First-time applicants are required to pay a \$200 Administrative Fee at the time of application for this License. This payment is non-refundable as set forth in Section 7.1 and may not be deferred for financial aid payment.
- B. **Deferment:** Licensee may qualify for a deferment of their down payment and installment payment(s) if Licensee has applied for financial aid and can demonstrate that they will receive enough federal,

state, or other financial aid to fully pay their tuition and mandatory fees with additional funds available to cover the missed housing license fee payments. Deferment of payments is subject to the following conditions:

- 7.7.B.1. After tuition and mandatory fees, additional financial aid will be applied to any unpaid housing License Fees prior to disbursement to Licensee.
- 7.7.B.2. No deferment will continue beyond the add/drop deadline for the respective semester without prior approval. If financial aid disbursement is delayed after the standard disbursement date, Licensee is responsible to pay any outstanding amounts due either in full or in accordance with an approved payment plan.
- 7.7.B.3. It is Licensee's responsibility to understand and follow Financial Aid processes and timelines to ensure their aid is disbursed on time and in an amount sufficient to avoid late fees.
- 7.7.B.4. Changes to awarded financial aid may have an impact on Licensee's eligibility for deferment or the balance due. Changes in financial aid, whether imposed or voluntary, will not nullify any obligations of this License Agreement. Full and prompt compliance with all Financial Aid & Scholarships office requests for information is advised to ensure a timely financial aid award and disbursement.
- 7.7.B.5. A payment deferment will not decrease the amount owed.
- 7.7.B.6. Licensee is responsible for paying the License Fees that are not covered by financial aid according to the Payment Schedule.

C. Payment Methods.

- 7.7.C.1. Licensee will make timely payment of all fees and charges through their Student Financial Services account at Licensor by the due date. Payments may be made in United States dollars by cash, cashier's check, money order, e-check, personal check, or debit card. Credit card payments are accepted subject to a nonrefundable convenience fee.
- 7.7.C.2. Fees are published in United States dollars. Payments made using foreign currency may be made by [Flywire](#) utilizing the procedures established by Student Financial Services. Payments originating in a foreign currency or from a foreign financial institution may be subject to exchange rate fluctuations and bank processing or service fees. These fluctuations or fees will not reduce the amount due to Licensor in United States dollars.

8. RELEASE AND SHARING OF STUDENT EDUCATION RECORDS. Access to student education records and directory information is regulated by the Family Educational Rights and Privacy Act (FERPA – 20 U.S.C. § 1232g; 34 CFR Part 99) as well as the Internal Revenue Code (26 U.S.C. § 152). Student education records, including, but not limited to, records pertaining to enrollment, attendance, grades, financial aid and other financial information, as well as housing, and student conduct matters may not be released without the written consent of the Licensee, subject to certain exceptions authorized by law.

- 8.1. Licensee hereby consents and expressly authorizes each Licensor Party, to share with and release to any and all other Licensor Parties, education records including:
 - A. Housing assignment information.
 - B. Payment information, account status, mailing address, debt collection information, and other financial information.
 - C. Information necessary to confirm eligibility for deferment of fee payments due to anticipated or awarded financial aid.
 - D. Enrollment and registration status including any change to that status.
 - E. Any other information necessary for the effective management of the housing facility, which may include information regarding student conduct matters.
- 8.2. If Licensee has secured their eligibility to live in the assigned housing by providing a Financial Guarantor, Licensee also consents and expressly authorizes Licensor to release and share the information described

above with the Financial Guarantor if Licensee fails to make timely payment of any fees due or at any time that the License is in jeopardy of termination for breach of any of the terms or conditions of this License Agreement.

- 8.3. If Licensor determines that an emergency involving Licensee or a circumstance where a clear and imminent threat to the safety or wellbeing of people within the student housing exists, Licensor reserves the right to share information it deems necessary with persons or organizations involved in the response to that emergency or circumstance. These may include but are not limited to Licensee's designated emergency or missing persons contacts, parents, guardians or family members, other CSU San Marcos personnel within the Dean of Students office, Student Health and Counseling Services, the CSU San Marcos University Police Department, or other first responder agencies.

9. ASSIGNMENTS.

- 9.1. Subject to availability, Licensor will assign Licensee a bed space for their individual use within the student housing property.

- A. Submission of an application for housing does not guarantee space is available or will be assigned. Priority is given to current or former foster youth in accordance with Section 42002 of Title 5 of the California Code of Regulations.
- B. An applicant will become a Licensee when Licensor provides notice that a specific bed space has been assigned for them, or when the applicant selects a specific bed space during any room selection process such applicant has been permitted to participate in by Licensor (self-assignment).
- C. Bed spaces are assigned based on availability at the time assignments are made.
- D. A bed space may be within a shared room, suite, or apartment.
- E. Student housing properties are a community living environment in which Licensees are assigned a bed space within a designated room, suite, or apartment, which may include one or more roommates.
- F. Licensee may not interfere with the reasonable use and enjoyment of spaces assigned to others. Failure to respect the rights of others may result in relocation of Licensee or termination of this License Agreement.
- G. Licensee must occupy only the assigned bed space within the assigned student housing property.
- H. Although rare, Licensees in shared rooms may not have a roommate during a portion of the Fee Period. In such instances, a new roommate(s) may be assigned at any time, with or without advance notification. Licensee agrees to accept any assigned roommate(s).
- I. Licensee must note the condition of the space and furniture during the move-in process on the online Room Condition Inventory (RCI). Licensee will be responsible for any damage to the room, building, furniture, fixtures, or appliances not noted on the inventory at the time of move-in.

- 9.2. **Medical & Disability Accommodations:** If Licensee has a need for modified housing accommodations related to a medical condition or disability, Licensee will provide supporting documentation to Licensor for review and participate in an interactive process for Licensor to determine the most appropriate assignment to meet their needs. Documentation may be submitted to the Office of Disability Support Services at: <https://www.csusm.edu/dss/applyingfordss/index.html>

Licensor will provide reasonable accommodations based on availability at the time that sufficient documentation of a disability is submitted and consistent with applicable law. Documentation should be submitted as soon as possible following the submission of a housing application or when the medical condition or disability becomes known to Licensee. It is understood that Licensee's delay or failure to provide documentation in a timely manner may limit the ability of Licensor to provide accommodations.

- 9.3. **Animals:** Pets other than fish in a ten (10) gallon or smaller aquarium are not permitted. Licensee and their Roommates with an approved disability-related accommodation will be permitted to keep their

designated service or emotional support animal(s) in their residence and agree that Licensee will comply with applicable CSU San Marcos policies related to the care and handling of their animal(s). Licensee may be assigned to a bed space in a room, suite, or apartment where a Roommate has a service or emotional support animal approved to live with Licensee in compliance with applicable CSU San Marcos policy and state and federal laws. Licensee agrees to accept the presence of such an animal except where Licensee has a disability (such as an allergy or phobia), which makes the presence of the animal in their living space incompatible with their own health or wellbeing. In such cases, Licensee will provide supporting documentation to validate that disability, and Licensor will engage the impacted students in an interactive process to determine the best course of action, which may involve relocation of Licensee to an alternate space.

- 9.4. **Preferences Not Guaranteed:** Licensor will endeavor to assign Licensee to a bed space consistent with their preference(s), but cannot guarantee a specific student housing property, building, room type, roommate assignment, amenity, or other feature. Availability and the timeliness of Licensee's request may affect the ability of Licensor to assign Licensee to a particular bed space.
- 9.5. **Affordability:** While affordability is an important factor, Licensees are not guaranteed to be assigned to a bed space at the lowest price point when demand for such a bed space exceeds availability, or when other preferences noted in the application indicate an assignment to a more expensive bed space is appropriate to accommodate Licensee's needs, requests, or preferences. Licensee agrees to make payment according to the published rate for the assigned bed space. Licensee must communicate any concerns about their ability to pay for the assigned bed space and address those concerns prior to move-in.
- 9.6. **Required Relocation:** Licensor may require a Licensee to move to a different student housing property or bed space, and adjust the License Fee charged, when Licensor, at its sole discretion, determines that relocation is necessary for reasons including but not limited to:
 - A. Maintenance or repairs;
 - B. Changes of use in space;
 - C. Crisis, safety, or emergency situations;
 - D. Student Conduct violations;
 - E. Unresolvable roommate conflicts or disagreements;
 - F. Reasonable accommodation requests or determinations;
 - G. Occupancy management needs; or
 - H. Other legitimate purposes associated with the effective management of the property.
- 9.7. **Room Change Request:** Licensee is generally expected to remain in the assigned bed space through the full term of the license under this License Agreement. Licensee may submit a Room Change Request to be relocated to an alternate bed space in accordance with established policies. Licensor may require Licensee to participate in reasonable efforts to resolve any interpersonal conflicts with Roommates in advance of approving any change. Licensee agrees to participate in these efforts in a civil and constructive manner, and to cooperate with any agreements reached with roommates. When granted, room change requests are normally provided in the order they are received; however they are not guaranteed. Licensor reserves the right to prioritize requests based on need as determined by Licensor at its sole discretion. In addition, room changes may be limited by availability of the requested type of bed space, the timeliness of the request, and other factors. When a room change is approved for reasons other than a documented disability-related accommodation, Licensee shall pay a \$200 Room Change Fee and any cleaning and damages fees applicable to the bed space Licensee vacates. License fees will be assessed or credited on a prorated basis.

- 9.8. Any unauthorized relocation by a Licensee or utilization of a bed space or part of a student housing property that is not assigned to a Licensee will result in Licensee returning to their assigned bed space and a charge for any cleaning and damage fees applicable. Misuse of bed space or other areas not assigned to Licensee may also result in student conduct action.
- 9.9. The license under this License Agreement is not transferable, and the licensed bed space may not be assigned, transferred, or sublet by Licensee.
- 9.10. Licensee will not allow any other person to cohabitate in their bed space or the shared common or amenity spaces associated with it. No person(s) other than assigned residents may occupy the bed space, room, or apartment except in a manner consistent with guest and visitor policies. Guests' or visitor's presence may not become a de-facto sublicense of the space due to frequency or duration of their stay.
- 9.11. Licensee shall secure such approval as is required by Licensor prior to inviting any person to be a guest, visitor, or invitee of Licensee. Licensee will be solely responsible for the behavior of their guests, visitors, and/or invitees (registered or not). Non-approved guests, visitors, and/or invitees of Licensee may be charged a fee. If Licensee knew or should have known that one of their guests, visitors, or invitees would make use of Licensee's assigned living space and failed to secure approval from Licensor prior to such use, Licensee shall be liable for the fee and other guest-related charges. Licensee may be jointly and severally liable with guests, visitors and/or invitees of Licensee for all negligent or intentional damage to the Premises or any CSUSM Housing caused by such guests, visitors, and/or invitees (registered or not).
- 9.12. All unassigned bed spaces must remain vacant and ready for occupancy by a new Licensee/roommate.
- 9.13. **Refunds due to Force Majeure:** In the event that a bed space or student housing property is damaged, destroyed or becomes unusable as a result of conditions not reasonably foreseen at the time this License Agreement is made and Licensor has no available alternative bed space, Licensor shall have no liability to Licensee except to promptly refund the pro-rata share of any License Fees paid for periods after Licensee was required to vacate. Refunds do not include non-refundable fees assessed to Licensee due to damages or violation of the terms of this License Agreement. Such conditions include, but are not limited to, health and safety emergencies, damage caused by floods, landslides, fire, earthquake or other natural disasters and vandalism; compliance with state or federal law; or unanticipated interruption of basic services. In the event the bed space or student housing property is damaged, destroyed, or becomes unusable due to Licensee's own actions, no pro-rata refund will be due to Licensee.
- 9.14. For periods requiring short-term vacancy not within Licensor's control, such as campus evacuation, emergency, or resident safety, Licensor may require Licensee to occupy an alternate bed space or student housing property for which Licensor shall not compensate Licensee.
- 9.15. If Licensee moves out of the student housing property or abandons the bed space before the last day of the Fee Period for any reason, Licensee will remain responsible for full payment for the entire Fee Period unless and until Licensee's assigned bed space is assigned to a new Licensee, in which case the License Fee shall be prorated.
- 10. REQUIRED DINING PLAN.** North Commons is a residence hall facility which does not include kitchen or cooking facilities. If Licensee is assigned to reside at North Commons, Licensee is required to purchase a mandatory minimum meal plan. Licensee agrees to be responsible for charges incurred in connection with the required meal plan or any voluntary meal plan selected through the housing application, and agrees to the terms and conditions set forth in the Student Dining Meal Plan Contract, which is herein incorporated by reference and can be found at: <https://www.csusm.edu/dining/mealplans/mealplancontract.pdf>.

10.1. **Dining Plan Schedule.** Meal Swipes and Dining Dollars will be available for use at various dining venues. During the academic year, dining venue schedules generally coincide with the academic calendar and housing occupancy dates. Dining venues may be closed or have limited hours or services during holiday breaks including Fall Break/Thanksgiving, Winter Break, and Spring Break. All dining venues may be closed when the campus is officially closed, including most of Winter Break. Dining venue hours will vary throughout the year based on academic schedules and other factors.

11. LICENSEE REQUIREMENTS. Licensee will:

- 11.1. Follow established procedures and be held responsible and jointly and severally liable for their guests' and visitors' conduct, including financial responsibility for any damages caused by the actions of Licensee, their guests, or visitors;
- 11.2. Not make any alterations or additions to the student housing property, furniture, or appliances without express consent from Licensor;
- 11.3. Not possess any firearms, components used in the creation of firearms, ammunition, knives (except for cooking), swords, other prohibited weapons, highly flammable materials, candles, incense, fireworks, explosives, dangerous chemical or substance, or any other material or instrument that, in the opinion of Licensor or law enforcement authorities, poses an unreasonable risk of injury to a person or damage to property;
 - A. Self-defense sprays such as Mace, pepper spray, or CN gas are permitted up to a limit of 2.5 ounces.
- 11.4. Not possess any facsimile of a weapon including toys that a reasonable person may perceive to be a weapon;
- 11.5. Comply with all fire safety rules and requirements, including restrictions of candles, incense, and open flames on campus, as well as the requirement to evacuate upon the activation of the building fire alarm;
- 11.6. Timely notify Licensor of any need for maintenance or repairs, or of any health conditions or infestation by insects; however, Licensee will not perform or arrange for others to perform any repairs to damages or any corrections of deficiencies in the facilities whether during Licensee's residency or upon cancellation of the License;
- 11.7. Maintain the assigned bed space, room, suite, apartment and student housing property in a clean, safe, and sanitary condition and avoid unreasonable wear and tear to the building, furniture, and appliances;
- 11.8. Vacate the student housing property in the same condition it was at the time of move-in, reasonable wear and tear excepted. The assigned bed space and student housing property will be considered vacated after all areas including storage areas are clear of Licensee's belongings and official checkout procedures are completed including, but not limited to, turning in keys/fobs/access cards and mailbox key, if applicable; and
- 11.9. Not use the bed space, room, apartment, or any area of the student housing property including common areas and grounds, as a business address, to conduct business activities, or to engage in illegal acts or for illegal purposes. "Conducting business activities" includes, without limitation, using the mailing address associated with the assigned bed space for business-related activities, hosting websites, use of the bed space room, apartment, or any area of the student housing property including common areas and grounds or utilities to earn compensation or for profit. The bed space is licensed for residential use only by Licensee while pursuing education at Licensor.

12. HEALTH CONSIDERATIONS: Licensee acknowledges that there are inherent risks associated with living in a community among other people, including the risk of transmission of communicable diseases. In addition, Licensee acknowledges the inherent risks of exposure to mold, cleaning chemicals, pesticides, or other substances that may be present in the bed space, the student housing property, or the surrounding grounds due to normal and routine use and the management of the property. Licensee has considered their own personal health status when choosing to live in this environment, and accepts the risks associated with this living arrangement.

12.1. **Meningococcal Disease:** Meningococcal Disease is a serious bacterial infection that results in meningitis, nervous system injury, dysfunction of vital organs, severe disabilities, or death. This and many other communicable diseases are spread by close contact with the respiratory and oral secretions of people who carry the bacterial organism in their bodies, sometimes without symptoms. Meningococcal infection can be transmitted via coughing, sneezing, kissing, and sharing beverages, food, eating utensils, cigarettes, toothbrushes, etc. For additional information see:

CSUSM Housing – <https://www.csusm.edu/housing/meningitis.html>

Centers for Disease Control and Prevention - <https://www.cdc.gov/meningococcal/>

12.2. **Immunizations:** Licensee agrees to comply with policies of CSU San Marcos and the Board of Trustees of the California State University on required immunizations as indicated in CSUSM policy found at: <https://www.csusm.edu/shcs/immunization/index.html>

12.3. A Licensee may request exemption from immunization requirements for medical or religious reasons by submitting appropriate documentation

12.4. **Public Health Laws or orders:** Licensee agrees to comply with all applicable laws, orders, directives, and policies of Licensor and/or public health or government authorities related to any epidemic, pandemic, or other public health threat, including, but not limited to, COVID-19, H1N1, influenza, meningitis, tuberculosis, or other infectious diseases. These may include, but are not limited to, measures to limit the spread of illness such as requirements for vaccinations, protective masking, social distancing, limitations on guests, testing, isolation, quarantine, extended break periods or shelter in place directives, or other appropriate measures.

A. Licensee acknowledges that cleaning and sanitizing the room, bath, and other areas in the living unit is the responsibility of the residents of the suite / apartment who are jointly responsible for providing their own cleaning products and tools to maintain a clean environment within the unit.

B. Licensor may terminate this License Agreement if a recognized health threat makes it unlawful, unsafe, or impractical to continue residential occupancy. If the License is terminated pursuant to this paragraph, Licensee will be entitled to a refund of License Fees only, paid on a pro rata basis through the last date occupancy was permitted, and no additional compensation will be owed to Licensee.

12.5. **Radon:** Radon gas is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present a health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Information regarding radon and radon testing may be obtained from the county health unit. For additional information see:

U.S. Environmental Protection Agency - <https://www.epa.gov/radon>

Centers for Disease Control and Prevention - <https://www.cdc.gov/radon/index.html>

12.6. **Mold:** Mold occurs naturally in the environment. Licensee is required to take steps to control the growth of mold and mildew by keeping the Premises clean, well ventilated, and dry, particularly when showering, bathing, or washing/drying dishes or clothes. Licensee will notify Licensor immediately of the presence of mold or the existence of water leakage, moisture, or overflow in the Premises. For additional information see:

U.S. Environmental Protection Agency - <https://www.epa.gov/mold>

Centers for Disease Control and Prevention - <https://www.cdc.gov/mold/basics.htm>

12.7. **Bed Bugs:** Required information about Bed Bugs:

- A. **Bed Bug Appearance:** Bed Bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bedbugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bedbug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bedbugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed Bugs can be hard to find and identify because they are tiny and try to stay hidden.
- B. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed Bugs grow to full adulthood in about 21 days. Bed Bugs can survive for months without feeding.
- C. **Bedbug Bites:** Because bedbugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- D. Indications of Infestations: Bed bugs are insects that may infest human living spaces. Common indications of a bed bug infestation include:
 - 12.7.D.1. Small red to reddish brown fecal spots on mattresses, bedding material, upholstery, or walls;
 - 12.7.D.2. Molted bed bug skins, white, sticky eggs, or empty eggshells;
 - 12.7.D.3. Very heavily infested areas may have a characteristically sweet odor; or,
 - 12.7.D.4. Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping.
- E. **Prevention and Control:** Licensee agrees to the following measures to aid in the prevention and control of bed bug infestations:
 - 12.7.E.1. To promptly report any sighting, indication, or suspicion of any bed bug infestation to Licensor in writing.
 - 12.7.E.2. Not to bring any personal furnishings or belongings that Licensee knows or should reasonably know are infested with bed bugs, including the personal property of Licensee's guests.
 - 12.7.E.3. Routinely check clothing, luggage, shoes, and personal belongings for signs of bed bugs when bringing these items into the student housing property.
 - 12.7.E.4. To cooperate with inspections and to provide requested information that is necessary to facilitate the detection and treatment of bed bugs by the pest control operator.
 - 12.7.E.5. To fulfill their responsibilities for preparation of their bed space, room, suite, or apartment before any scheduled treatment by a pest control operator.
 - 12.7.E.6. To vacate their bed space, room, suite, or apartment as required by the pest control operator for treatment purposes and not to re-enter the until directed to do so.

12.8. Licensee waives any claims of any nature against Licensor for any losses, damages, and/or expenses due to the presence of bed bugs. Further, Licensor shall not be liable for any loss of Licensee's personal property because of a bed bug infestation.

12.9. For more information, see the following sources:

U.S. Environmental Protection Agency - <https://www.epa.gov/bedbugs>
Centers for Disease Control and Prevention - <https://www.cdc.gov/parasites/bedbugs/index.html>

12.10. **Emergency Contact Information.** Licensee agrees to provide contact information for a responsible adult who may be contacted by Licensor in the event of an emergency related to the health, safety, or wellbeing of Licensee.

13. UTILITY SERVICES. Licensor shall pay for water, trash, electricity, internet, gas, laundry room, and disposal of trash and recyclables for the student housing property. Use of internet network services is subject to compliance with the California State University [Information Security Responsible Use Policy](#). Licensee will

take care not to use utilities or services in an inefficient or wasteful manner. This includes setting air-conditioning to reasonable temperatures and closing windows while operating air-conditioning; not running water longer than necessary for bathing or cleaning tasks; and, not using electric appliances or equipment that will result in excessive electricity utilization (i.e., grow lights, hydroponic equipment, internet servers, over-engineered computer or gaming equipment, or mining cryptocurrencies, etc.). If Licensor determines that a Licensee is responsible for causing excessive utility charges in comparison to average usage, Licensor, at its discretion, may pass on to the cost of such excess usage to Licensee.

14. BUNKED & LOFTED BEDS. Beds in Licensor housing may be bunked or lofted, resulting in a raised sleeping surface. A safety rail will be provided upon request. Licensee voluntarily accepts all risks associated with the use of the bed, including the risk of falls or injury. Licensee agrees to release, hold harmless, defend, and indemnify Licensor and each owner including, but not limited to, CSUSM Corporation, QUAD Housing, LLC, QUAD SM III, LLC, CUBE 3, LLC and Block C One, LLC from any liability, direct or third-party claim, or expense arising from the use of the bed. Use of any unapproved furniture to raise or loft beds is prohibited. If Licensee has any condition that would preclude Licensee from use of this furniture configuration, Licensee will inform Licensor and may be required to submit supporting documentation for alternate accommodations in accordance with applicable policies.

15. KEYS, LOCKS, & ACCESS CONTROLS. Licensor will provide key(s) or an access card/fob to each Licensee and maintain all locks and access control systems.

15.1. Licensee acknowledges the security significance of maintaining control of their key and access card/fob and agrees:

- A. To carry keys or an access card/fob and ensure that their door is secured at all times.
- B. Not to allow any key or access card/fob to be used by any other person.
- C. To promptly notify Licensor if a key or access/fob becomes lost, stolen, or is missing.
- D. Not to duplicate any key or access card/fob; and
- E. Not to prop any common area door or disable any lock, and to promptly report any lock that is not working.

15.2. Installation or change of any lock, locking device, bolt, or latch on doors or windows by Licensee is strictly forbidden.

15.3. Licensee agrees to be responsible for replacement costs and re-keying of the locks or entry system in accordance with Licensor policies in the event that any lock, key, or access card/fob is damaged, lost, or stolen.

16. RIGHT OF ENTRY. Licensor will exercise its right to enter reasonably and with respect for Licensee's right to be free from unreasonable searches and intrusions into study or privacy. Animals must be appropriately secured and contained throughout the duration of any entry by Licensor agents, staff, or contractors hired to perform services, maintenance, or repairs.

16.1. Licensor or its agents have the right to enter the Premises for the following purposes:

- A. During a life, health, or safety emergency as determined by Licensor or during a building evacuation;
- B. When Licensee or Licensee's roommate(s) vacate or abandon the bed space, room, suite, apartment, or student housing property;
- C. To complete services or maintenance (e.g., electrical, plumbing, heating, air-conditioning, housekeeping) when requested by Licensee or Licensee's roommates. Service or maintenance requests initiated by Licensee or roommate(s) imply consent to enter and prior notice is waived for the purpose of completing the requested service or maintenance during normal working hours;
- D. Upon 24 hours written notice to complete necessary or agreed upon inspections, inventory, repairs/maintenance, alterations, or improvements, routine pest control activities, or supply services required to maintain the residence;
- E. Management and enforcement of applicable rules and regulations; or

F. For any other lawful purpose.

17. PARKING. Parking is not included as a benefit of this License Agreement. The authority to establish and enforce vehicle, pedestrian, and parking regulations is granted to CSUSM Parking and Commuter Services under the provisions set forth in Section 21113 of the California Vehicle Code (CVC) and Sections 42200 and 42201 of Title 5 of the California Code of Regulations. Such regulations are enforceable on all property under the control and jurisdiction of CSU San Marcos. Licensee will adhere to all CSUSM Parking and Commuter Services policies and California Vehicle Code parking regulations, including the requirement to secure a paid parking permit to park any vehicle on campus parking lots.

18. DAMAGES.

18.1. All Licensees are individually responsible for loss or damage to their assigned bed space, room, suite and/or apartment. Licensee will promptly report any damages occurring to their assigned space or on the Premises, whether caused by Licensee or by their visitors, guests, or roommates. Throughout the year, if Licensee fails to maintain the assigned room, suite, floor, or apartment and shared common spaces in good order and repair, Licensee shall pay Licensor the reasonable costs incurred in returning the Premises to a condition of good order and repair. At the end of the Fee Period, or upon vacating for any other reason, Licensee shall be responsible for restoring the Premises and furniture to the same condition and location they were in at the start of occupancy, including cleaning. Reasonable wear and tear are excepted. Licensee agrees to bear the cost of any cleaning, repair of damages, or restoration of the building, equipment, or furnishings resulting from acts or omissions of Licensee, Licensee's visitors or guest(s), or other person(s) for whom Licensee is responsible.

18.2. All Licensees of a room, suite, floor, or apartment, with access to shared common areas, shall be held jointly liable at Licensor's discretion for loss or damage to those common areas where individual responsibility cannot be determined.

19. LIABILITY & INSURANCE.

19.1. Licensor assumes no responsibility for any loss or damage to the personal property of Licensee or their guests, or for injury to Licensee or their visitors or guests unless caused directly by Licensor and due to circumstances reasonably within the control of Licensor, including, without limitation, water leakage, natural disasters, acts of other licensees, acts of theft, burglary, vandalism, assault and other criminal acts.

19.2. **Insurance:** Licensor does not provide insurance to Licensee. Licensor strongly recommends that Licensee and/or any Financial Guarantor obtain adequate fire, casualty and liability insurance through a personal property/renters insurance, or to ensure that Licensee is covered under a parent or guardian's homeowners or other similar insurance policy.

19.3. Licensee is individually liable for loss and/or damage to the assigned housing and its furnishings; and will be held individually and jointly liable along with other occupants for damage to the entire room, suite, apartment, or building, not just Licensee's bed space, in accordance with Licensor policies unless proof of individual responsibility is made.

19.4. Licensor shall not be liable for any failure of water, electricity, or utility service, nor shall Licensor be liable for any loss due to circumstances beyond the reasonable control of Licensor, including acts of nature, e.g. flood, earthquake, and unusual weather conditions. Licensor shall not be liable for any latent or patent defect in the building. Licensor shall not be liable for the presence of insects, pests, or vermin, if any, nor will their presence in any way affect the license under this License Agreement.

19.5. Licensee agrees to indemnify, hold harmless, and defend Licensor and each owner including, but not limited to CSUSM Corporation, QUAD Housing, LLC, QUAD SM III, LLC, CUBE 3, LLC and Block C One, LLC from and against any and all claims for injury, loss, or damage to person or property (including without limitation the costs and fees of litigation, which includes attorney's fees, costs and reasonable expert witness fees), regardless of the cause, arising out of or resulting from Licensee or Licensee's guests, visitors or invitees use of the Premises or arising out of or related to this License Agreement.

20. CANCELLATION. The license conferred by this License Agreement expires on the date specified in Section 6, Fee Period & Occupancy, of this License Agreement. Cancellation is a request submitted by Licensee to end the License before the Fee Period is scheduled to end. A request to cancel may not be approved and is conditioned upon a minimum of 30 days’ notice, the reason for the cancellation, and supporting documentation if any.

20.1. A request to cancel must be submitted through the approved procedures established by CSUSM Housing. Moving out, returning keys, or notifying any other Licensor office or employee of Licensee’s intent to cancel does not satisfy the obligation to officially request to cancel this License agreement, and will not release Licensee from financial responsibility.

20.2. A request to cancel may be submitted using the form found at <https://www.csusm.edu/housing/futureresidents/formsandinformation.html>

20.3. Cancellation is subject to fees based on when the request to cancel is submitted and the reason for the cancellation. The specific cancellation fees are defined in the tables below. In the case of any ambiguity or discrepancy between the definitions below and the regulations found in Title 5, Section 42019 of the California Code of Regulations, the regulations found in Title 5 shall supersede the language of this License Agreement.

Cancellations Prior to the Academic Year	
Notice Period and Reason	Fees Owed
On or before July 28, 2024	<ul style="list-style-type: none"> No License Fee will be due.
On or after July 29, 2024, through August 25, 2024	<ul style="list-style-type: none"> License Fee will be pro-rated through the 30th day from the date notice was given.

Cancellations During the Academic Year (the Fee Period)	
Notice Period and Reason	Fees Owed
When Licensee is academically dismissed from CSU San Marcos regardless of timeframe.	<ul style="list-style-type: none"> License Fee will be pro-rated through the last day Licensee occupies the space.
When Licensee gives at least 30-day’s notice prior to move-out and cancels for the following reasons: <ul style="list-style-type: none"> December graduation Withdrawal, leave of absence, transfer to another institution, or other non-enrollment for spring semester. Licensor approval for financial hardship creating an inability to afford housing costs. Must be supported by appropriate documentation. Licensor approval for family/personal hardship creating an inability to continue living on-campus. Must be supported by appropriate documentation. Licensor approval for significant medical or health-related hardship creating an inability to continue living on-campus. Must be supported by appropriate documentation. CSUSM Disability Support Services may be consulted to determine if a reasonable 	<ul style="list-style-type: none"> License Fee will be pro-rated through the last day Licensee occupies the space.

<p>accommodation may mitigate the need for cancellation, and if so, cancellation may be denied.</p>	
<p>When Licensee gives notice of the following circumstances 30-days in advance or as soon as knowable to Licensee, whichever is later:</p> <ul style="list-style-type: none"> • Spring departure for CSUSM approved academic program away from campus. • International student only enrolled for fall. • International student enrollment withdrawn due to revocation or denial of a U.S. Visa. • Military orders in accordance with the Service Members Civil Relief Act. 	<ul style="list-style-type: none"> • License Fee will be pro-rated through the last day Licensee occupies the space.
<p>When Licensee gives less than 30-day's notice prior to move-out and cancels for the following reasons:</p> <ul style="list-style-type: none"> • December graduation • Withdrawal, leave of absence, transfer to another institution, or other non-enrollment for spring semester. • CSU San Marcos approval for financial hardship and is unable to afford housing costs. Must be supported by appropriate documentation. • CSU San Marcos approval for a significant medical or health-related hardship and is unable to live in the student housing. Must be supported by appropriate documentation. CSUSM Disability Support Services may be consulted to determine if a reasonable accommodation may mitigate the need for cancellation. 	<ul style="list-style-type: none"> • License Fee will be pro-rated through the 30th day from the date notice was given, including days after Licensee has moved out of the space.

20.4. **No-Show Cancellation:** A Licensee who does not request cancellation prior to the Fee Period start date and fails to check-in and claim their assigned bed space or to make alternative arrangements for late move-in within five (5) business days of the start of the Fee Period will have their license cancelled. Upon cancellation due to no-show, the space will be made available to be assigned to another student. Licensees cancelled due to no-show who remain enrolled at CSU San Marcos shall owe the full License Fee for the entire Fee Period (academic year) unless and until Licensee's assigned bed space is assigned to a new Licensee, in which case the License Fee shall be prorated. Licensees cancelled due to no-show who are not enrolled shall owe thirty (30) days prorated License Fee unless and until Licensee's assigned bed space is assigned to a new Licensee, in which case the License Fee shall be prorated through the date of the new Licensee's start of the Fee Period.

20.5. Cancellation of this License Agreement will not release Licensee from the obligation to pay any charges due and payable under this License Agreement including, but not limited to, daily prorated charges for housing for each day from the beginning of the Fee Period through the date licensee vacates the bed space or the end of the notice period, whichever is later, as well as nonrefundable fees as provided in this License Agreement.

20.6. License cancellation requests submitted and/or effective within the 30 days prior to the end of any Fee Period (semester) will be ineligible for any prorated refund for that Fee Period.

20.7. If a cancellation is approved, Licensee is responsible for a daily pro-rated portion of the License Fee through the last day of occupancy or cancellation effective date, whichever is later, and other fees as set forth in this License Agreement.

20.8. If a cancellation is NOT approved, the License will not be canceled, and Licensee will be responsible for License Fees for the full term of the License Agreement.

21. EXPIRATION OR TERMINATION OF LICENSE BY LICENSOR.

21.1. **Normal Expiration:** The license conferred by this License Agreement expires on the date specified in Section 6. Fee Period & Occupancy of this License Agreement.

21.2. **Termination by Licensor:** Termination occurs when the license conferred under this License Agreement is revoked by Licensor before the Fee Period is scheduled to end. Licensor may terminate this License Agreement by serving written notice of the termination and initiate removal of a Licensee upon the occurrence of any of the following:

- A. Disciplinary action taken against Licensee pursuant to 5 California Code of Regulations, Section 41301, et seq.
- B. Licensee's breach of any of the terms and conditions set forth on this License Agreement, including without limitation:
 - 21.2.B.1. Nonpayment of housing charges or fees;
 - 21.2.B.2. Failure to be enrolled in the required number of academic units;
 - 21.2.B.3. Selling, using, knowingly possessing, or being in the presence of restricted or dangerous drugs, controlled substances, or narcotics as those terms are used in California or Federal statutes;
 - 21.2.B.4. Possession of any firearm, parts for making firearms, ammunition, knives (except for cooking), sword, weapon, facsimile of a weapon, fireworks, explosives, flammable liquids, or dangerous chemical or substance;
 - 21.2.B.5. Misuse, abuse, theft or destruction of campus or housing property or misuse, abuse, theft or destruction of the property of any member of the campus community;
 - 21.2.B.6. Physical abuse, harassment, intimidation, or violence directed towards any member of the campus community, or any threat of such behavior;
 - 21.2.B.7. Behavior or activity which may represent a serious threat to the health, safety, or wellbeing of other members of the campus community;
 - 21.2.B.8. Arrest for a felony or misdemeanor offense involving theft, burglary, pornography, physical assault, indecent exposure, sex offence or sexual molestation, and/or any unlawful conduct involving a minor;
 - 21.2.B.9. Falsification of any legitimately required information requested by Licensor;
 - 21.2.B.10. Untrue, fraudulent, or misleading representations in Licensee's application for this or any other License, agreement, or contract with Licensor;
 - 21.2.B.11. Licensee's inability or refusal to adjust to the requirements of living in a student residence environment;
 - 21.2.B.12. Violations of the License Agreement, Standards for Student Conduct, or Resident Handbook;
 - 21.2.B.13. Licensee's breach of any term or condition of this License Agreement, including failure to abide by Licensor Policies and Regulations; or
- C. Licensee's failure to maintain status as an enrolled student at CSUSM (other than pursuant to discipline).
- D. Administrative necessity of Licensor, including:
 - 21.2.D.1. An emergency in which the peaceful and orderly operation of Licensor, a health threat, or the health and safety of any person, is or may be jeopardized.

21.3. Removal of a Licensee will be preceded by a prior written notice of at least three (3) days, served in the manner prescribed by Section 1162 of the Code of Civil Procedure which will, to the extent possible and depending on the reason of the termination, provide Licensee with the reasonable opportunity to cure or correct any breach or misconduct to prevent removal. However, depending on the severity of the

circumstances, including any risk to property or danger to Licensee or other persons, immediate notice and removal is permitted and may be necessary.

21.4. Licensees who have had a previous license terminated or revoked may be denied future occupancy in Licensor Parties' facilities.

21.5. If this license is terminated, Licensee is responsible for License Fees and other fees based on the reason for the termination. The specific termination fees are defined in the table below:

Notice Period and Reason	Fees Owed
Misconduct or disciplinary action.	<ul style="list-style-type: none"> • License Fee for the full remaining Fee Period will be owed.
Breach of terms and conditions or default by Licensee.	<ul style="list-style-type: none"> • License Fee for the full remaining Fee Period will be owed.
Failure of Licensee to maintain eligibility as an enrolled student, except when such non-enrollment is due to disciplinary action by Licensor.	<ul style="list-style-type: none"> • License Fee will be pro-rated through the 30th day from the date notice was given, including days after Licensee has moved out of the space.
Due to administrative necessity, emergency, or a lawful order or regulatory requirement issued by a federal, state, or local government authority.	<ul style="list-style-type: none"> • License Fee will be pro-rated through the last day Licensee occupies the space.

21.6. **Replacement by a New Licensee:** License Fees charged due to cancellation or termination will be prorated if a replacement Licensee acceptable to Licensor is found during the remaining Fee Period of the license under this License Agreement within a reasonable timeframe. Licensor will attempt to fill all vacant bed spaces within all CSUSM Housing before any pro-ration or refund will be due. Costs for cleaning, damages, or non-refundable fees are not subject to pro-ration due to the assignment of a replacement Licensee.

21.7. **Trespass:** A Licensee who has been removed by License termination or evicted is considered banned from the premises of all CSUSM Housing and no longer permitted to be a Licensee, guest, or visitor per California Penal Code section 602(m). Should such a person return to the premises, that individual is subject to student conduct action and potential arrest and prosecution for trespassing.

22. VACATING OR MOVING OUT.

22.1. Licensee shall vacate their assigned bed space and the Premises as follows:

- A. No later than the expiration of the Fee Period, unless an approved extension is granted; or
- B. Upon cancellation or termination of this License Agreement, whichever comes first.

22.1.B.1. If Licensee initiates a request to vacate, Licensee will provide no less than 30-days written notice and must receive Licensor's approval of their request to cancel based on an acceptable reason to cancel as described in this License Agreement. Licensee will be responsible for all License Fees and other fees owed which are not waived in accordance with an approved cancellation or termination.

22.2. For failure to timely vacate the facilities, Licensee will continue to be charged and shall pay a prorated daily rate based on the License Fee for the assigned bed space until Licensee vacates and may be subject to eviction in the manner provided by the laws of the State of California. Licensor may charge any other applicable fees or charges. Licensor may charge any other applicable fees or charges. The matter shall be referred to the CSU Office of General Counsel for appropriate legal action.

23. ABANDONMENT BY LICENSEE. Unless approved by Licensor, abandonment of assigned space by Licensee shall not release Licensee from paying any obligation for the full Fee Period due under this License to Licensor.

24. ABANDONED PROPERTY. Any property of Licensee remaining in a bed space, room, suite, apartment, the student housing property, or on the surrounding grounds after expiration, cancellation, or termination of the license under this License Agreement , or remaining in a temporary housing assignment after the deadline to vacate, may be removed at the sole expense and risk of Licensee or will be deemed abandoned property and will be disposed of pursuant to the laws of the State of California as outlined in Title 5 . Licensor may take possession of and dispose of abandoned property in any manner it deems appropriate in accordance with University regulations and applicable law, without any liability to Licensor. Any proceeds from the sale of such property shall be given to Licensor in accordance with Title 5, Section 42376 of the California Code of Regulations.

24.1. Licensee may be liable to Licensor for any costs incurred in the hauling, storage, and disposal of any property presumed abandoned whether such work was done by Licensor or a third party.

25. OTHER FEES.

25.1. **Late Fees:** Late payment fees may be assessed according to the policies of CSU San Marcos on accounts not paid by the due date. Licensee agrees that assessment of such fees is reasonable and agrees to be responsible for payment of these fees.

25.2. **Improper Checkout Fee:** Failure to complete the proper check-out procedures may result in Licensee being charged a \$75 improper check-out fee.

25.3. **Keys:** Lost, damaged, or unreturned keys, fobs or access cards will result in a fee for the full cost to replace the lost key, fob, or access card and change the lock as necessary.

26. REFUNDS. Licensor shall authorize refunds only as provided for in Title 5 of the California Code of Regulations, this License, and Licensor policy. Licensor shall refund all money collected in excess of Licensee's obligations as soon as reasonably possible. Any refunds or fee changes will be submitted to Licensee's account at CSU San Marcos, which will be subject to refund, disbursement, and business hold policies authorized per §41802 and Title 5 of the California Code of Regulations and other applicable law. Credits held in a Licensee's student account will be applied to any outstanding charges on Licensee's student account. Licensee agrees that the balance of any refunds will be carried as a credit balance on Licensee's student account unless Licensee requests disbursement of the credit balance. This Refund process also applies to a Licensee who is no longer registered as a student at Licensor. No interest or other earnings will be credited to Licensee's account.

26.1. Refunds will not be granted for loss of use of any amenities within a bed space, room, suite, apartment, or the student housing property.

26.2. Refunds will not be granted for temporary loss of use of a bed space, room, suite, apartment, or the student housing property if Licensee is provided a temporary alternate accommodation, whether on or off campus.

27. INDEBTEDNESS. Licensee Fees and dining plan fees are living expenses and are considered an educational debt. Failure of Licensee to satisfy the financial obligations of this License may result in any one or a combination of the following:

27.1. Late fees and other fees in accordance with this License and/or Licensor policy;

27.2. Withholding of CSU San Marcos services pursuant to California Code of Regulations, Title 5 §42381, which includes, but is not limited to, denial of registration, adding or dropping classes, and/or withholding of services and access to or use of facilities;

27.3. Termination of the license under this License Agreement and/or revocation of any future license;

27.4. Eviction;

27.5. Notification of default to credit bureau organizations;

27.6. Legal action including use of a collection agency to collect unpaid obligations or enforce rights;

- 27.7. Payment for costs of attorney fees, court costs, and other reasonable collection costs and charges accrued during the collection of said amounts; and,
- 27.8. Offset of paychecks, loans, grants, scholarships, or any refunds payable through Licensor.

28. GENERAL.

28.1. **Communication:** Official information to Licensee will be communicated through Licensee's CSU San Marcos email account or to Licensee's on-campus housing mailbox. Licensee is responsible for checking for these communications on a regular basis and is responsible for following instructions given through these messages. Licensee agrees that Licensor may also provide alert and time sensitive information to Licensee by text (SMS) notification. The number Licensee provides will be used by Licensor for official notification and business purposes only. There is no cost to users for the SMS notification service; however, mobile users will pay their wireless provider their normal rates for cell and text message usage. Additional communications may be sent by Licensor to the on-campus housing mailbox, Licensee's assigned unit, or posted in housing buildings.

28.2. **Modifications:** No modification of this License will be effective unless given in writing by an authorized representative of Licensor. This License Agreement may be modified in the following manner:

- A. Upon mutual agreement in writing;
- B. Through periodic publication or revisions of the Standards for Student Conduct, or Resident Handbook; or
- C. By Licensor giving 14-days' written notice to Licensee. If Licensor serves written notice of a change, Licensee will have five (5) business days to inform Licensor of their intention to opt out of the changes. Licensee shall then have the option to continue occupancy of student housing under the existing License Agreement terms and conditions, or at the discretion of Licensor, cancel. If Licensee opts to continue occupancy under the existing terms and conditions and such terms and conditions are not acceptable to Licensor, this License Agreement will be terminated at no cost to Licensee, Licensee shall vacate the living unit, and the pro-rated refund provisions of this License Agreement will apply based upon the date Licensee vacates and returns possession of the Premises.

28.3. **Rulemaking:** Licensor reserves the right to make rules and regulations related to housing it may deem necessary for the health, safety, and wellbeing of Licensees and the care, maintenance, and cleanliness of the Premises. Licensee agrees to abide by all rules and regulations that are adopted. Violations of these rules and regulations may become the basis for student conduct action. Notification to Licensee may be done by posting the change in common areas of the student housing property, messages sent to Licensee's CSU San Marcos email or on-campus housing mailbox, or delivery to Licensee at their assigned bed space.

28.4. **Force Majeure:** Licensor is not responsible for its timely performance under this License Agreement, including without limitation, the continuation of mail, heating, maintenance, or security service at normal levels in the event that performance is rendered impossible, delayed, or otherwise interfered with due to a campus closure; state of emergency; natural disaster (such as but not limited to a fire, flood or earthquake); pandemic, epidemic or public health threat; strike or lockout of public employees or suppliers' employees; power, water, or sewer interruptions from on- or off-campus sources; order of any government agency or public authority; administrative or judicial decree, regulation or order; or, when events beyond Licensor's control prevent or delay it from doing so. Licensor is not responsible for construction noise or disruptions associated with nearby construction sites or activity.

28.5. **Construction:** Construction and/or remodeling or repair of buildings on the campus and in the vicinity of the student housing properties is scheduled to occur on an ongoing basis during Licensee's period of

occupancy. Construction is expected to occur during daytime working hours, typically from 7:00 AM through 8:00 PM. Construction activity will result in periodic disturbances including, but not limited to, increased noise, dust, and possible vibrations in and around the residential facilities. There may also be both planned and unplanned utility shutdowns in the CSUSM Housing. Licensee acknowledges that they have been advised of these conditions and agree to accept them as a condition of this License Agreement.

28.6. **Non-Waiver:** The waiver of any breach of a term or condition of this License will not constitute a waiver of any subsequent breach.

28.7. **Indemnity, Defense, Protection and Hold Harmless:** Licensee shall indemnify, defend protect and hold harmless the State of California, CSUSM Corporation, CSU San Marcos, Trustees of California State University, Capstone On Campus Management LLC, each Owner including, but not limited to CSUSM Corporation, QUAD Housing, LLC, QUAD SM III, LLC, CUBE 3, LLC and Block C One, LLC and their respective officers, agents, affiliates, auxiliaries and employees, predecessors and successors (collectively, "Licensor Parties") from any and all claims, injuries or damages caused by Licensee's negligent, willful, intentional conduct and/or omission, including attorneys' fees and costs. Licensee further agrees to indemnify, defend, protect and hold Licensor Parties harmless from any and all claims arising from Licensee's use or occupancy that is improper, illegal, or a violation of this License Agreement and/or state or federal laws, where applicable. In addition, Licensee hereby releases Licensor Parties from any claim whatsoever with respect to any personal injury or property damage, and acknowledges that none of such persons or entities are insurers or guarantors of Licensee's safety or that of Licensee's property in the CSUSM Housing and the Premises. Licensor Parties owe no duty of protection to Licensee. Licensee is responsible for their own security/safety and for the security/safety of their guests, visitors or invitees, and their property.

28.8. **Campus Safety Act:** In compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, CSU San Marcos has made crime statistics available online at <https://www.csusm.edu/clery>. Annual fire safety report information is published on the CSUSM Housing website at <https://www.csusm.edu/housing>.

28.9. **Megan's Law (Sex Offender Information):** Pursuant to Section 290.46 of the California 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, the information will include either the address at which the offender resides or the community of residence and ZIP Code in which they reside. This is not a publication of Licensor, and Licensor is not responsible for its content or accuracy.

28.10. **Pest Control:** If Licensor has entered into a contract for periodic pest control treatment of the Premises, Licensor shall give Licensee a copy of the notice originally received by the pest control company.

29. **FLOOD ZONE DISCLOSURE.** Licensee may obtain information about hazards, including flood hazards, which may affect the Premises from <http://myhazards.caloes.ca.gov>. Licensor's insurance does not cover the loss of Licensee's personal possessions. It is recommended that Licensee purchase renter's insurance and flood insurance to insure their possessions from loss due to fire, flood, or other risk of loss. We are not required to provide additional information concerning the flood hazards to the Premises. Pursuant to California Government Code § 8589.45, the information provided pursuant to this is deemed adequate to inform Licensee about flood hazards.

30. TRANSFER IN LICENSOR INTERESTS: Licensor retains the right to transfer its interest and obligations under this License Agreement. Licensee may not assign or transfer their rights or obligations under this License Agreement without the written permission of Licensor.

31. ENTIRE AGREEMENT. This License Agreement and the documents referred to and incorporated by reference (including the CSU San Marcos Standards for Student Conduct, Resident Handbook, and any signed addenda) constitute the entire agreement among the parties and no party shall be liable or bound to any other party in any manner by any warranties, representations, or covenants except as specifically contained in this License. This License Agreement may not be modified orally and may only be modified as provided for by the section titled “Modifications” (section 28.2) above.