

CAL POLY HUMBOLDT

Housing & Residence Life

2022 SUMMER HOUSING LICENSE AGREEMENT

I. AGREEMENT AND FEES

This license agreement is entered into between the Trustees of the California State University by Humboldt State University, hereinafter called “University” and the above named person hereinafter called “Licensee”.

The fee period for the 2022 Summer Session is based on the summer session selected and ranges from May 14, 2022 – July 30, 2022.

In consideration for the right to occupy and be assigned a space within the housing facility at University, Licensee is hereby obligated to pay fees that range from \$674 - \$1,980 depending upon the type of living unit assigned and the session(s) selected.

Limited services are available for the summer term. The J Dining Hall will open for the Summer Conference Season starting in mid June. The College Creek Marketplace may be open limited hours and limited days throughout the summer. The Rec Room, is closed during the summer.

II. OCCUPANCY

A. University hereby grants to Licensee permission to occupy a bed space within the housing facility as a Licensee for the summer term session selected unless sooner terminated under the provisions of this License Agreement. University shall permit not less than one session block (see the occupancy options form for specific dates of these blocks) of occupancy during the summer fee period.

B. University shall assign each Licensee to a specific bed space within the facilities. University reserves the right to change assignments, assign a new Licensee, or reassign a current Licensee to any unoccupied bed space at any time, and/or consolidate vacancies in the interest of health, discipline, occupancy, or for the general welfare of the Licensee.

III. ENHANCEMENT OF THE EDUCATIONAL EXPERIENCE

A. University shall maintain a paraprofessional and professional staff to work with students to develop a community concept within the housing facility. University shall provide opportunity for input by Licensee into the development of the community.

B. Licensee agrees to comply with regulations outlined in the ResLife & You Handbook, available online at <https://housing.humboldt.edu/sites/default/files/handbook.pdf>.

C. University is morally and legally committed to equal opportunity in education, employment, and housing. It does not discriminate on the basis of race, color, religion, national origin, sex, age, disability, sexual orientation or veteran status.

IV. TERMS AND CONDITIONS

A. This License Agreement is subject to the regulations contained in Title 5 of the California Code of Regulations, Sections 42000-42103. A copy of those regulations is available at the offices of the Department of Housing & Residence Life and Dining Services, University Library, and the Vice President of Enrollment Management and is available online [here](#) (Subchapter 5. Administration, Article 5 - Housing).

B. This License Agreement shall not be transferred except as permitted in Section IX.

C. It is understood and agreed by Licensee and University that this agreement is a license and not a lease, and that no lease nor any other interest in real property is created by this agreement; nor are there created any covenants, express or implied such as a covenant for quiet enjoyment, created by this agreement, not otherwise expressly contained in this agreement.

D. Licensee must be enrolled at the University for summer session for a minimum of one, 3 unit class or work for Housing & Residence Life and Dining Services to be eligible for occupancy during the summer fee period. We do make exceptions for former Foster Youth and International Students here for two years.

V. MAINTENANCE OF PREMISES

A University shall provide Licensee with furnishings. At check-in the Licensee shall be responsible for noting condition of assigned bed space and furnishings on the 'Room Condition' section in their myHousing account. Licensee agrees to give reasonable care to her/his living unit and its furnishings and to make payment for any damage or loss promptly upon demand by University. 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 make no alteration to the housing facility without permission of University. Any structural addition or alteration is prohibited without written permission of University.

C. 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 University authorities, poses an unreasonable risk of damage or injury.

D. Licensee agrees to be jointly responsible with other Licensees for protection of the residence halls common area furnishings and equipment, and physical plant. Damage or loss of common area furnishings, unless specifically assigned to individuals, shall be equally divided among all members of the living group who have reasonable access to the common area.

VI. CANCELLATION OF RESERVATION BY LICENSEE PRIOR TO THE FEE PERIOD.

A written request to cancel reservation which is submitted by Licensee by May 4, 2022 for Full Summer, Late Stay + Session A, or Session A and by June 16, 2022 for Session B will be honored. Any outstanding amount owed to the university will be paid and the Licensee will receive a refund of the remaining balance of fees paid in advance.

A request to cancel reservation which is submitted by Licensee after May 4, 2022 for Full Summer, Late Stay + Session A, or Session A and after June 16, 2022 for Session B will be honored and refunds will be processed as follows:

- A. If University is able to find a suitable replacement for Licensee so that overall occupancy of the facilities is not impacted, the Licensee will receive a full refund of all fees paid in advance.
- B. If University is not able to find a suitable replacement for Licensee so that honoring the request to cancel reservation would impact occupancy of the facilities, Licensee will be charged a prorated penalty fee for each day of notice after May 4, 2022 for Full Summer, Late Stay + Session A, or Session A and after June 16, 2022 for Session B. The penalty days will be calculated by counting the day on which the written request to cancel reservation is received by Housing & Residence Life. Any outstanding amount owed to the university will be paid and the Licensee will then be entitled to a refund of the balance of fees paid in advance. If there is a balance due, the Licensee will receive an invoice.

VII. CANCELLATION AFTER THE BEGINNING OF THE FEE PERIOD

A. Any Licensee who requests to vacate the housing facility shall give at least thirty (30) days' written notice of intention to vacate and the reason therefore.

B. University may grant or deny request to vacate submitted pursuant to subsection A above. The determination will be based on the standards contained in the ResLife & You Handbook and Sections 42000-42103, Title 5, California Code of Regulations.

C. A Vacate Form may be submitted on or after the beginning of the fee period and requires a minimum 30 day written notice prior to the date the Licensee intends to vacate the facilities. **If the request does not meet the conditions listed below, the Licensee will be charged for room and meal plan fees through the end of the summer fee period.** A Licensee vacating for one of the reasons below will receive a prorated refund for fees paid in advance, calculated from the date the Licensee vacates the living unit through the end of the fee period.

- Licensee withdraws or takes educational leave from University and does not re-enroll at University during the fee period.
- Licensee transfers to another school and provides documentation that he/she will no longer be enrolled at University.
- University can find a suitable replacement for the Licensee.
- The Licensee demonstrates through written appeal and supporting documentation that the request to vacate is due to extraordinary causes or a serious, compelling and unforeseen medical or financial circumstance that the Licensee encountered since the Housing License was signed and clearly beyond the control of Licensee. The Licensee must submit supporting documentation. The President or his/her designee will determine if such cause exists, and his/her determination will be final.

A Vacate Form that is submitted during the fee period, and is less than thirty (30) days prior to the date the Licensee intends to vacate the facilities will be charged a penalty equivalent to 30 days times the daily room rate for the living unit. The 30 day period will be calculated by counting the day on which the Vacate Form is received by Housing & Residence Life. Additionally, in the event the Licensee is vacating not due to one of the above reasons, the Licensee will be charged for room fees through the end of the summer fee period.

VIII. REVOCATION OF LICENSE AGREEMENT

A. University may revoke this License Agreement upon the following conditions:

- In the event of misconduct listed in Section 41301, Title 5, California Code of Regulations.
- Administrative necessity of University; this includes University receiving notice of Admissions Denial or Withdrawal of Licensee.
- Failure of Licensee to maintain status as a student at University.
- Licensee's breach of any term or condition of this License Agreement or regulations outlined in the ResLife & You Handbook, including failure to pay required fees.

B. University shall provide Licensee not less than three (3) days' notice in the event of an occurrence described in subsections (1), (3) or (4) and not less than fourteen (14) days' written notice in the event of an occurrence described in subsection (2) except in cases of emergency.

C. It is critical that the Licensee recognize that revocation of the Housing License as a result of disciplinary action does not release the Licensee from his/her financial obligation to Housing & Residence Life for the full license period. Disciplinary action may be taken when violations of any of the parameters outlined in the License or ResLife

& You Handbook occur. When revoking a Housing License, the President or his/her designee will determine what disciplinary action and fees will be assessed and will so notify the Licensee.

IX. 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 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 reasonably be withheld.

X. 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 prorated refund of any fees applicable to periods after Licensee was required to vacate. Such conditions include but are not limited to damage covered by floods, slides, fire, earthquakes, 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 drops result in an overbooking of available housing facilities.

XI. REFUNDS

University shall authorize refunds only as provided in Title 5, California Code of Regulations and campus policy.

XII. VACATING THE HOUSING FACILITY

Licensee shall vacate the housing facility on the expiration of the license periods or upon revocation of this License agreement, whichever occurs first.

XIII. TREATMENT OF INDEBTEDNESS

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

- Revocation of the License Agreement.
- Eviction.
- Withholding of University services pursuant to Section 42380, et. seq., Title 5, California Code of Regulations. Which can include denial of registration.
- Offset of paychecks, loans, grants or scholarships payable through the University, and/or income tax refunds or rebates.
- Payment of any attorney fees, court costs and any other collection costs that may occur.

XIV. RIGHT OF ENTRY

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

XV. INSURANCE

University has no insurance to cover the personal or property damage of Licensee. Therefore, the University highly recommends that Licensee obtain insurance, such as a renter's policy. The University assumes no responsibility for personal items stored in University storage areas.

During period covered by this License Agreement, it is highly recommended that Licensee obtain health and accident insurance, on either an individual or group basis.

XVI. VISITORS AND GUESTS

Licensee shall permit no guests or visitors to enter the housing facility except as outlined in the ResLife & You Handbook. For summer session, a guest cannot stay more than three nights total during entire summer session period. Guests must be registered through your myHousing.

XVII. NON WAIVER

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

XVIII. 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 Section 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.

XIX. STUDENT HOUSING IN STATE OWNED OR OPERATED BUILDINGS

Licensees residing in housing located on the premises of University may, from time to time, experience ambient noise, inconvenience, and/or impeded access to or use of ancillary facilities caused by facility maintenance and/or construction projects and/or athletic events near the housing buildings, which may negatively impact licensee’s living environment.

XX. MEGAN’S LAW

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender’s criminal history, this information will include the address at which the offender resides or the community of residence and zip code in which he or she resides.

**Cal Poly Humboldt
Student Housing License Agreement Terms & Conditions
2022 - 2023 COVID-19 Amendment Number 2**

This Addendum to the Housing & Residence Life License Agreement is expressly incorporated into and supplements the Housing & Residence Life License Agreement (“License”) terms and conditions for 2022 - 2023. Before completing and electronically signing this Addendum, please read the provisions carefully. Except as expressly stated herein, this Addendum does not alter any conditions or obligations in the License. This Addendum is effective for the entire academic year, fall through spring terms, or for such portion of the academic year as may remain at the time the License and/or Addendum are signed. In consideration of the mutual covenants, commitments, and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, Licensee agrees as follows:

I. Notice and Acknowledgment Regarding COVID-19

Licensee acknowledges that the SARS-CoV-2 coronavirus pandemic is a worldwide risk to human health. COVID-19 is a highly contagious disease that can spread easily and exponentially and can lead to severe illness or death. According to public health organizations, persons of all ages are at risk. Persons over 65 and those with underlying health conditions are especially vulnerable.

An inherent risk of exposure to COVID-19, or to any SARS-CoV-2 variant (hereinafter referred to collectively as “COVID-19”), exists in any shared or public space where people are present, including on-campus housing. Cal Poly Humboldt has taken and will continue to take various measures to address the health and safety of individuals living in on-campus housing. However, those measures will not eliminate the risk of exposure to COVID-19. Accordingly, students who return for face-to-face instruction and who will voluntarily reside in on-campus housing will face a risk of exposure and may contract COVID-19.

To minimize the risk to Licensee and others in on-campus housing, Licensee hereby confirms and agrees:

1. Licensee understands that, although Cal Poly Humboldt has taken and will continue to take various measures to protect against exposure in accordance with federal, state and local health authorities’ mandates and

guidelines, those measures will not eliminate all risk, and thus there will remain a risk of exposure to COVID-19.

2. By assuming occupancy, Licensee certifies that, to the best of Licensee's knowledge, Licensee is not infected with COVID-19.
3. By assuming occupancy, Licensee certifies that Licensee is not experiencing symptoms associated with COVID-19. Symptoms may include, but are not limited to, a loss of taste or smell, fever, severe headaches, severe fatigue or body/muscle aches, unusual gastrointestinal distress, and/or signs of respiratory illness, such as a dry cough, shortness of breath, or difficulty breathing.
4. By assuming occupancy, Licensee certifies that, to the best of Licensee's knowledge, within the immediately preceding 14 days of initially assuming occupancy, Licensee has not been in personal or close contact (within six feet for a total of fifteen minutes or more) with an individual infected with COVID-19.
5. Licensee understands and agrees that the exclusive purpose for which Cal Poly Humboldt is providing voluntary housing is to enable Licensee to complete and/or participate in a campus educational program, but that participating in housing is not required and is done so on a voluntary basis by Licensee. Voluntarily accessing or allowing access to campus housing could expose Licensee or others to COVID-19.

II. Campus Right of Entry

In addition to the conditions and situations outlined in the License Agreement, Licensee must leave the licensed premises to which Licensee is assigned as reasonably requested during Health and Safety Inspections, custodial services, maintenance repairs, or any other inspection in order to practice safe physical distancing and reduce risk of exposure to COVID-19 (or other infectious diseases) or when entry to the licensed premises is legally required by a Cal Poly Humboldt representative.

III. COVID-19 Preparedness

In addition to any item(s) that Licensee is required to maintain under the License Agreement, Licensee is required to procure and maintain the following healthcare supplies and personal protective equipment, such that these supplies will be accessible to Licensee while on campus and living in campus housing:

1. Hand sanitizer (at least 70% alcohol base);
2. Appropriate face coverings, as defined by state and local health authorities, and the University; and
3. A thermometer.

IV. COVID-19 Occupancy Requirements

1. Licensee agrees to comply with the directives, policies, and orders of Cal Poly Humboldt and the Board of Trustees of the California State University (collectively, the "University"), and state and local health authorities related to COVID-19, as may be amended from time to time during the term of this License and Addendum, including, but not limited to, all requirements for protective masking/face covering, social distancing, testing, isolation, quarantine, and immunization.
2. Licensee agrees to comply with all applicable federal, state, and local public health laws, regulations, orders, and guidance related to COVID-19, as may be amended from time to time during the term of this License.
3. Licensee agrees to comply with any COVID-19 testing protocols that may be required by the University and to reasonably cooperate with the University in discharging Licensee's obligations under this section.
4. Licensee understands and agrees that COVID-19 immunization is required by the University as a condition of occupancy, prior to occupying the licensed premises. Licensee agrees to provide the University certification of vaccination within the time period and in the manner requested by the University.

V. Confirmed Positive or Exposure to COVID-19 Procedures

1. In the event that Licensee develops COVID-19 symptoms, tests positive for COVID-19, and/or is exposed to someone known or believed to be infected with COVID-19, Licensee will notify Student Health & Wellbeing Services in compliance with the notification protocols outlined on the University's COVID-19 webpage, found at <https://campusready.humboldt.edu/>. Notwithstanding any other term or communication, Licensee must report a positive COVID-19 test result to Student Health & Wellbeing Services through the Student Health & Wellbeing Services online reporting system as outlined at <https://health.humboldt.edu/> immediately upon receipt of the test result and no later than two (2) hours after receipt of the test result.
2. If Licensee tests positive for COVID-19, Licensee agrees to be moved into an isolation unit of the University's choosing. In addition, Licensee agrees not to attend in-person classes or activities or to visit other on-campus facilities (including, but not limited to, dining halls) or to end isolation until Licensee has satisfied, in the University's determination, all applicable federal, state, and local public health criteria for discontinuing isolation.
3. Licensee acknowledges and agrees that a medical authority, which may be Student Health & Wellbeing Services or other medical authority approved by the University, will determine if Licensee may self-isolate in a designated isolation unit on-campus or if Licensee must be referred to an off-campus healthcare facility, depending on the severity of Licensee's symptoms. Licensee agrees to cooperate with any directive issued by Student Health Services or by a medical authority approved by the University under this section.
4. Failure to comply with the terms and conditions of this COVID-19 Addendum to License Agreement may result in the termination of the License Agreement, removal from Student Housing, and/or disciplinary action pursuant to CSU Executive Order 1098.