

UNIVERSITY VILLAGE LICENSE AGREEMENT
Cal Poly Pomona Foundation, Inc. 2018-2019

INTRODUCTION

Cal Poly Pomona Foundation, Inc., hereinafter referred to as Foundation Housing Service or “FHS” focuses on the interpersonal relationships with our community, and strives to create a safe, respectful, and inclusive community where one will find:

- A. Valuable, clean, well-maintained, and furnished accommodations
- B. Active customer service with open and timely interaction
- C. A dynamic environment working to continually adapt to community needs
- D. An educational experience that empowers Licensees to participate and take ownership of their community.

FHS operates a 328-unit transitional housing facility referred to as University Village or the “Property”. Licensees shall abide by the rules and regulations in this University Village License Agreement (referred to as “License Agreement”) and the Community Standards, which are intended to promote the safety, comfort, and welfare of all Licensees as well as promote the spirit of cooperation that must exist for individual needs in a housing facility. Licensee’s acceptance of, and agreement to abide by the provisions of this License Agreement is acknowledged by Licensee’s signature on the License Agreement Affidavit or affixed electronically to Licensee’s online application.

The following definitions apply to FHS policies:

- A. *Licensee*: A Cal Poly Pomona student or student classified as being from a recognized consortium school and who has an approved housing License Agreement with FHS for a Fee Period and is assigned to a bed space in a housing unit within University Village. Licensees are responsible for following policies anywhere on the entire Property at all times.
- B. *Guest*: Guests are any individual/s not assigned to a housing unit which they are visiting. Guests must be with a Licensee assigned to the housing unit being visited at all times when they are on the Property. Licensee is a guest when visiting another Licensee in a housing unit to which Licensee is not assigned. Licensee will still be held to the License Agreement wherever Licensee are on the Property.
- C. *Occupancy*: Licensee has checked in with staff member and received keys to the University Village.
- D. *University Village*. University Village is the 328-unit transitional housing facility operated by FHS under the authority of Sections 90000-90002 or Section 90012 of the Education Code.
- E. *Fee Period*. Fee period means a period for which a license is granted and may extend for an academic year, semester, quarter, or other period or session established by the president.
- F. *License Fee*. License Fee means the consideration required of a Licensee for the right to use an assigned bed space in an assigned housing unit within University Village during a Fee Period.
- G. *Facility Fee*: Facility Fee is the non-refundable administrative fee required for each Fee Period.
- H. *Service Fee*: Services Fee is the non-refundable fee to cover added costs incurred in collecting and processing a License Fee by installments.
- I. *Reservation*. Reservation means a confirmation by the president, upon receipt of the designated advance payment of fees that a bed space in a housing unit within University Village will be made available in accordance with this Article.

ENHANCEMENT OF EDUCATIONAL EXPERIENCE

- A. FHS shall endeavor to maintain a professional staff to work with students to develop a community within University Village to enhance students' educational experience at the University. FHS shall establish guidelines to facilitate Licensee input into the governance of University Village. A primary goal of FHS is to operate University Village in such a manner as to enhance the social, educational, developmental, and recreational opportunities available to Licensee.
- B. Licensee agrees to recognize the importance of maintaining University Village as an environment which is conducive for fellow students to study, live, eat, and sleep. While in University Village, Licensee agrees not to disturb this educational environment.

COMPLIANCE WITH UNIVERSITY REGULATIONS, FEDERAL, STATE AND LOCAL LAWS

Licensee is required to abide by all University policies regarding student conduct and applicable federal, state and local laws including, but not limited to those included in the Cal Poly Pomona University Catalog and Handbook and those included in the Standards for Student Conduct found in Article 2 of Subchapter 4 of Chapter 1 of Part V (Section 41301) of Title 5 of the California Code of Regulations. This License Agreement and the use of the housing facilities is subject to Articles 5 and 6 of Subchapter 5 of Chapter 1 of Part V (Sections 42000 through 42103) of Title 5 of the California Code of Regulations.

NON-DISCRIMINATION POLICY

Consistent with federal and state guidelines, the Foundation Housing Service/University Village does not discriminate on the basis of race, color, sex, age, ethnicity, religion, national origin, sexual orientation, disability, marital status, or veterans' status in its housing, programs, or employment.

HOUSING ASSIGNMENTS AND LOGISTICS

HOUSING AND FACILITY ASSIGNMENTS AND CHANGES

Student housing assignments shall be given priority in accordance with Sections 42002 and 42003. Changes from one bed space to another made at the request of the Licensee may be made with prior written approval from the Housing Coordinator. Students who switch bed spaces/housing units without completing a Transfer Request Form and without approval of the Housing Coordinator will incur an additional penalty fee and may be required to move back to their original spaces. Foundation Housing Service reserves the right to change any bed space/housing unit assignment in the interest of disabled student needs, health issues, discipline, student conduct and general welfare of the Licensees or at the administrative necessity of the Cal Poly Pomona Foundation.

ROOMMATE ASSIGNMENTS

FHS assigns same gender roommates in as "compatible" a method as possible but without regard to race, religion, age, sexual orientation, national origin, or disability. FHS does not guarantee the assignment of specific roommates.

OCCUPANCY

FHS hereby grants Licensee permission to occupy one (1) assigned bed space in their assigned housing unit within University Village as a Licensee for the term(s) as published, unless sooner terminated under the provisions of this License Agreement. Specific assignment of a bed space shall be made by FHS, and FHS reserves the right to change such an assignment at any time. Licensees are prohibited from subletting or renting their assigned space to any other individual. FHS reserves the right to house others on a space available basis. Summer Licensees are not required to be enrolled in classes but must be in good standing at Cal Poly Pomona and as applicable, their consortium institution.

MAXIMUM OCCUPANCY

It is the intent of FHS to house the maximum number of students per housing unit. Each housing unit (except those modified for the physically challenged) is designed to house four (4) Licensees.

KEYS

Each Licensee is issued keys to his/her housing unit and mailbox. Each Licensee is responsible for his/her keys. Under no circumstances are keys or gate cards to be duplicated or loaned to another individual. Keys and gate cards are for the issued Licensee's access only. Using a key or gate card to provide access for anyone other than the Licensee to whom the key or gate card was issued is prohibited. A non-refundable charge will be assessed for any replacement key(s) issued to the Licensee during occupancy and/or key(s) lost or not returned upon Licensee's check-out. In the event a housing unit key is lost, stolen, or loaned out, a lock change will occur in the housing unit and the Licensee will be charged \$150.00 for housing unit keys and \$25.00 for mailbox keys. In addition, if the Licensee leaves without following established check-out procedures, the locks will be changed and the Licensee will be assessed for the housing unit/mailbox lock change.

LOCKOUTS

Licensees are responsible for carrying their housing unit keys at all times. If a Licensee should be locked out of his/her housing unit, he/she can request assistance from the staff during regular business hours. This request should be made at the FHS office. For after hours, holidays, and weekend lockouts, contact the on-duty Community Advisor for assistance. During each quarter, licensee will be allowed two (2) FREE lockouts. On the third (3) lockout per quarter and anytime thereafter, licensee will be assessed a fee of \$25.00. Excessive lockouts will result in disciplinary action.

LAUNDRY FACILITY

A laundry facility with washers and dryers is provided for the use of the Licensees. It is the responsibility of the Licensee to abide by all rules posted in the laundry room. FHS accepts no responsibility for lost or damaged articles. Licensees are prohibited from using laundry room trash containers for their housing unit's garbage.

MONTHLY CLEANING SERVICE

A light cleaning of Licensees housing unit will take place on a monthly basis. Licensee will be notified of the cleaning schedule via an e-mail sent to Licensee's Cal Poly Pomona e-mail account. It is the Licensees responsibility to make their housing unit ready for the cleaning crew by following the directions on the notice. This is a required service provided to Licensee and the Licensee does not have the choice to refuse cleaning.

MAIL SERVICE

- A. The US Postal Service will deliver mail once per day, except weekends, holidays and furlough Fridays.
- B. FHS staff will sort and distribute mail and packages to Licensee's mailboxes during the hours of 3:00 pm and 7:00pm.
- C. Licensee is required to check their mailbox in a timely manner. If FHS staff is unable to distribute mail due to a full mailbox, the Licensee may be assessed a penalty fee.
- D. Mail and packages will only be accepted for current Licensees that have a mailbox.

PARKING

All Licensees who possess a motor vehicle and wish to park in the FHS parking lot must register their vehicles with their educational institutions' parking offices and the FHS office. All motor vehicles parking in the FHS parking area must display a valid Cal Poly Pomona or consortium institution parking permit

with a current University Village parking sticker. Each Licensee will be issued only one gate card but may register one automobile (car or truck) and one motorcycle in the University Village as long as each vehicle possess a Cal Poly Pomona or consortium institution parking permit. Each Licensee is responsible for his/her gate card. Under no circumstances are gate cards to be duplicated or loaned to another individual. Gate cards are for the issued Licensee's access only. Using a gate card to provide access for anyone other than the Licensee to whom the gate card was issued is prohibited. All motor vehicles, as defined in the California Vehicle Code, shall be operated with due regard for the safety of all members of the housing community, including following all posted signs and speed limits.

TECHNOLOGY

In agreeance with University Housing Service, we would like to remind incoming and returning residents that they **cannot install or use personal wired switches or wireless routers** in their bedrooms or common areas.

For additional information please refer to: <http://www.cpp.edu/~housing/technology/technology-policy.shtml>

UTILITIES

FHS will arrange for water, trash disposal, basic cable TV, electric, and gas service for each housing unit. Electric and gas usage is tracked monthly by housing unit. *Any excessive use may result in Licensee being charged accordingly for this usage. Excessive use is defined by utilizing historical utility data with an allowance for reasonable market value adjustments.*

GUESTS*

- A. The term "guests" constitutes as any individual/s not assigned to a housing unit which they are visiting. Guests must be with a Licensee assigned to the housing unit being visited at all times. Licensee is a guest when visiting another licensee in a housing unit to which Licensee is not assigned. Licensee will still be held to the Community Standards wherever Licensee are on the Property.
- B. Licensee is responsible and accountable for the actions of Licensee's guests while on the Property, immediately adjacent areas, or at the Property-sponsored or supervised events. Licensee agree to inform guests of all policies and procedures as set forth by the Community Standards.
- C. Guests must not infringe upon the rights of other Licensees. The University Village reserves the right to deny access to any guest whose conduct is deemed inappropriate.
- D. Licensee must have approval of all roommates prior to the presence of a guest. Guests are limited to a maximum of 10 overnight stays per quarter. An administrative fee per guest per night will be charged to Licensees who violate this policy.
- E. Underage guests are prohibited from the pool area at all times.
- F. No more than eight (8) people (including Licensees and guests) are allowed in a housing unit (including porches/patios) at any given time.

** This policy may differ for University Village staff professionals who are required to live on the Property.*

CONTINUANCE

Any Licensee registered for consecutive Fee Periods is required to pay License Fees consistent with their currently occupied space during the intersession period. Any Licensee checking out during such period will forfeit their assigned space for the upcoming Fee Period and penalties and License Fees will be assessed as per the cancellation policy described in this License Agreement. If Licensee will be occupying a different

space and/or a License Fee change is in effect for the upcoming Fee Period, the appropriate License Fees will apply effective the day Licensee takes possession of the new space or the last day of the preceding Fee Period, whichever is earlier.

CHECKING OUT

The Licensee shall vacate the housing unit using procedures outlined by FHS which are provided thirty (30) days before the end of each quarter or upon termination of his or her license to use a housing unit, whichever is sooner. Licensees must follow the guidelines in the Check-out/Transfer Procedures located in the License Agreement. All personal property must be removed from the housing unit prior to the time that keys are returned. Failure to follow established procedures shall result in removal of his/her personal property, moving/storage charges and lock change fees, and may result in the imposition of additional License Fees including \$150 for late check-out and billing for continued occupancy. FHS does not accept any liability for belongings left in Licensee's housing unit and such items may be disposed of pursuant to the laws of the State of California as outlined in Title 5, Section 42375, entitled Care, Restitution, Sale or Destruction of Lost Property, and Section 42376, entitled Proceeds of Sale. Licensee has the right to appeal charges to the Director of Housing or his/her designee by submitting an appeal by email to the director's email address within 30 days of receipt of charges. Any Licensee who does not vacate the housing unit as required by this section shall be evicted in the manner provided by the laws of the State of California and charged a daily rate through the length of stay and may be charged any other applicable fees or charges. The matter shall be referred to the California State University Office of General Counsel for appropriate legal action.

LICENSEE'S FINANCIAL RESPONSIBILITIES

PAYMENT OF LICENSE FEE

Licensee shall be required to pay the License Fee and all related charges on a quarterly basis prior to the start of each Fee Period. It is the Licensee's responsibility to make timely payments. Invoices or bills are not sent to the Licensee. Unpaid fees become delinquent if not made by the quarterly due date as shown on the housing fee schedule.

FACILITY FEE

Licensees will pay FHS a one-hundred seventy-five dollar (\$175) non-refundable Facility Fee for the academic year Fee Period and a fifty dollar (\$50) non-refundable Facility Fee for the summer Fee Period at the time of committing to any space, whether selected or assigned. The Facility Fee remains at the rates stated independent of the dates of check-in and check-out during the quarters. The Facility Fee is to be used for restoration of normal wear and tear damage and cleaning within the housing unit. Additional damage charges will be billed separately to Licensees accordingly.

SERVICE FEE

Licensee shall be required to pay a non-refundable Service Fee to cover the added costs incurred in collecting and processing a License Fee paid by installments.

DAMAGE/CLEANING CHARGES

Licensee will be responsible for paying for damage/cleaning to buildings on the Property or the Property caused by unauthorized pet or service animal and for damaged or missing furniture, fixtures or equipment. When more than one Licensee occupies a housing unit and responsibility for damages or loss in the housing unit cannot be determined to have been caused by one individual, after investigation, the cost of damages or loss will be divided and assessed equally among all Licensees of the housing unit. A "Room & Apartment Inventory Form" must be submitted within 48 hours of taking occupancy of a housing unit to avoid being charged for damages or loss which occurred prior to occupancy. Licensee has the right to appeal charges to

the Director of Housing or his/her designee by submitting an appeal email to the director's email address within 30 days of receipt of charges.

DELINQUENT PAYMENTS

No invoices or fee bills are sent to the Licensee; it is the Licensee's responsibility to make timely payments. Unpaid fees become delinquent if not made by the due date as shown on the housing fee schedule. A late fee is assessed if License Fees or any past due fee is paid after the 10th day of the month. Licensees may request to pay License Fees late (without a late fee) by electronically submitting a late fee waiver request by the 10th day of the month to FHS. Licensee may only make this request (3) times during the Academic Year and (1) time during the summer. If a Licensee's personal check is returned by the bank, FHS may require all future payments to be made by cash, credit card, postal money order, or cashier's check. All returned checks fees will be paid by Licensee up to the maximum allowed by law. Until a returned check is replaced with cash, credit card, postal money order, or cashier's check, Licensee's account will remain delinquent. If a License Fee is delinquent more than thirty (30) days, FHS may revoke the License Agreement and/or pursue legal action against Licensee.

ABANDONMENT OR TERMINATION BY LICENSEE

No attempted termination of this License Agreement or abandonment of the premises shall release Licensee from the financial obligation due FHS from Licensee for the terms of this License. Licensee shall be obligated to pay FHS all amounts due under the License Agreement until possession of the premises is regained by FHS.

REQUEST TO CANCEL OR VACATE

Any Licensee requesting to cancel a reservation less than thirty (30) days prior the beginning of the Fee Period shall complete and submit a Petition for Release from Housing Form ("Petition Form") with the FHS office. Any Licensee requesting to vacate University Village prior to the expiration of the Fee Period shall complete and submit a Petition Form with the FHS office at least thirty (30) days prior to the requested release date. The "Petition Form" is located under Important Forms and Documents on the University Village web site or in the FHS office. In all cases, except graduation or studying abroad, Licensees must pay a cancellation fee in the amount of \$475. Licensees who have completed their degrees at Cal Poly Pomona, CPELI or have graduated from a non-Cal Poly University during the Fee Period may reside in their housing units one full quarter after graduation. Determination whether to grant or deny a request to cancel a reservation less than thirty (30) days prior to the beginning of the Fee Period or a request to vacate will be based on FHS review criteria available at: the front desk. Students wishing to appeal any determination or fees will need to email the Director of Housing, David Laxamana, at dlaxamana@cpp.edu.

REFUNDS

FHS shall authorize refunds only as provided for in Title 5 of the California Code of Regulations and this License Agreement. To obtain a refund of any fee paid to FHS, the Licensee must complete and submit to FHS a "Cancellation/Account Summary of License Agreement Request Form". Refunds take approximately four (4) to six (6) weeks from the date of check-out to reach the student. Any refunds authorized by Title 5 of the California Code of Regulations or this License Agreement shall be offset by the cost of restoring damaged or lost or destroyed property, normal wear and tear excepted, and by the added cost of cleaning a bed space and/or housing unit that has not been left in a reasonably clean condition.

PRO-RATED FEES

A Licensee assigned a bed space in University Village later than the first day of the month shall be charged a pro-rated fee for the balance of the first month's License Fee. License Fees are pro-rated from the initial date of the License Agreement rather than from the date of occupancy and are based on a 30-day calendar month. No space will be held for occupancy for more than one week.

TREATMENT OF INDEBTEDNESS

Failure of Licensee to satisfy financial obligations of this License Agreement shall subject Licensee to one or more of the following:

- A. Late fee(s) charged as stated in fee schedule.
- B. Revocation of the License Agreement.
- C. Legal action to collect unpaid obligations or to obtain possession of Licensee's assigned bed space and assigned housing unit within University Village.
- D. Removal from University Village.
- E. Placement of a University wide "hold" on all transcripts, diplomas, class registration and restriction against the acceptance of personal checks for payment.
- F. Notification of default to credit bureau organizations.
- G. Not being allowed to renew License Agreement for any future Fee Periods.
- H. Payment of FHS' reasonable attorney's fees and other costs incurred in (A) the collection of amounts due FHS from Licensee and/or (B) evicting Licensee.
- I. By signing the License Agreement, Licensee consents to the release of information from student records to non-Foundation third parties such as credit bureaus, credit gathering organizations, skip tracers, billing agencies, collection agencies, legal counsel, parents, and employees, who may, in the judgment of FHS, be necessary or helpful in the collection of delinquent obligations arising out of the agreement.
- J. By signing this License Agreement, Licensee gives permission to Cal Poly Pomona University and Cal Poly Pomona Foundation, Inc. to use any means necessary to collect payments due.

LEGAL FEES

Licensee agrees to pay the reasonable attorney's fees and costs incurred by FHS as a result of Licensee's violation of any of the terms and conditions in this License Agreement.

INTERNATIONAL STUDENTS

As a benefit to each Licensee classified under international student educational guidelines, before such Licensee is able to check in with the Village Housing Coordinator the CPELI College of Extended University will provide a translator to review the License Agreement policies and procedures. The CPELI College of Extended University will be notified if an account of a Licensee classified under international student educational guidelines becomes delinquent and the CPELI College of Extended University will notify such Licensee. Upon confirmation that notification has been provided, such Licensee will have three (3) days to provide payment in full or the License Agreement will be revoked and they will have twenty-four (24) hours to vacate and surrender their keys.

FHS' RIGHTS AND RESPONSIBILITIES

REVOCAION OF LICENSE AGREEMENT/ NOTICE TO QUIT

- A. FHS may revoke this License Agreement upon the occurrence of the following conditions:
 1. In the event of any Licensee misconduct listed in the Cal Poly Pomona University policies regarding student conduct, including without limitation University Village Community Standards, Student Conduct Code, and applicable federal, state and local laws including, but not limited to those listed in the Cal Poly Pomona University catalog and Handbook.
 2. Failure of Licensee to maintain status as a regular full-time student at Cal Poly Pomona University or recognized consortium institution.
 3. The breach by Licensee or a guest, of any terms or conditions of this License Agreement, including but not limited to failure to abide by FHS policies stated in this License Agreement, or failure to pay fees.
 4. Administrative discretion of FHS.

5. Failure of Licensee to promote a group living environment conducive to the enhancement of the safety, comfort, and wellness of all Licensee' and guests.
- B. FHS shall provide Licensee not less than three (3) days' notice in the event of an occurrence described in subsections (1), (2), (3), and (5) and not less than fourteen (14) days' written notice in the event of subsection (4) except in cases of emergency.
- C. Upon revocation of this License Agreement for any reason, Licensee shall pay a \$475 revocation/cancellation fee in addition to any and all other amounts due or owing under the License Agreement.

DESTRUCTION OR UNAVAILABILITY

In the event that a bed space and/or housing unit is destroyed or becomes unavailable as the result of conditions not caused by Licensee and not reasonably foreseen at the time this License Agreement is made, Licensee shall be entitled to a pro-rated refund of any fees applicable to periods after Licensee was required to vacate. Such conditions include but are not limited to damage caused by flood, mudslide, fire, earthquake, and other natural disasters and vandalism; civil disorder; compliance with state or federal laws; interruption of basic services because of labor strife; a drop in the rate of cancellations not reasonably foreseen by FHS, if such a drop results in the overbooking of available housing facilities. During the Fee Period, there may be construction on the Property. The effect of this construction may include, but is not limited to: power outages, increase in noise level, water/utility shut off, increase in dirt/dust, changes in parking areas, changes in walkways and changes in driving areas. FHS will inform Licensees of any changes as necessary.

INSURANCE

FHS has no insurance to cover the personal or property damage or injury of Licensee. Therefore, FHS highly recommends that Licensee obtain insurance.

RIGHT OF ENTRY

FHS has the right to enter the premises occupied by Licensee for the purpose of emergency, health, safety, maintenance, management, enforcement of applicable rules and regulations, inspection of premises, delivery of FHS information/newsletter, or for any lawful purpose. FHS shall exercise these rights reasonably and with respect for Licensee's privacy. Whenever practical, Licensee will be given advance notice of maintenance projects requiring entry into Licensee's housing unit that were not specifically requested by the Licensee. Licensee shall be solely responsible for safeguarding his/her belongings.

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 or any other term or condition of this License Agreement.

REVISED LICENSE AGREEMENT

FHS reserves the right to revise License Fees and any other charges upward or downward upon thirty (30) days written notice. FHS also reserves the right to revise any policy, procedure, term, and/or condition of this License Agreement upon thirty (30) days written notice. Any change in University policy will be provided to Licensee in writing and will go into effect immediately.

TAXABLE POSSESSORY INTEREST

It is the position of FHS that this License Agreement does not create taxable possessory interest in real property. However, pursuant to Revenue and Taxation Code S107.6, 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.