



UNIVERSITY VILLAGE LICENSE AGREEMENT

Cal Poly Pomona Foundation, Inc. 2022-2023

INTRODUCTION

Foundation Housing Services (FHS) operates a 328-unit student 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.

1. DEFINITION OF FHS TERMS

- A. *Licensee*: A Cal Poly Pomona (CPP) student or student classified as being from a recognized, accredited institution, who has an approved housing License Agreement with FHS for a contract term and is assigned to a bed space in a housing unit within the Property. Licensees are responsible for following policies at all times and anywhere on the entire Property.
- B. *Guest*: Guests are any individual/s not assigned to a housing unit which they are visiting. Guests must always be with a Licensee assigned to the housing unit being visited when they are on the Property. Licensee is a guest when visiting another Licensee in a housing unit to which Licensee is not assigned. All Licensees will still be held to the License Agreement wherever Licensee is on the Property.
- C. *Occupancy*: Licensee has checked in with staff member and received keys to their assigned space.
- D. *University Village*: A 328-unit student housing facility operated by FHS under the Master Operating Agreement, Amendments and Supplemental Operating Agreements between the Trustees of the CSU by their duly qualified and acting Chancellor on behalf of the California State Polytechnic University, Pomona and the Cal Poly Pomona Foundation, Inc.
- E. *Contract Term*: Contract term means a term for which a license is granted and may extend for an academic year, semester, or other term.
- F. *License Fee*: License Fee means the payment required of a Licensee for the right to use an assigned bed space in an assigned housing unit within the University Village during a contract term.
- G. *Facility Fee*: Facility Fee is the non-refundable administrative fee required for each license contract term agreement.
- H. *Service Charge*: Service charge is a fee for late payment.
- I. *Reservation*: Reservation means a confirmation of a reserved space upon receipt of the required payment of fees and signed license agreement for a housing unit within the Property.

2. 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 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 disrupt this educational environment.

3. 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 Code of Conduct.

4. NON-DISCRIMINATION POLICY

Consistent with federal and state guidelines, FHS/University Village does not discriminate based on 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

5. HOUSING AND FACILITY ASSIGNMENTS AND CHANGES

Priority for housing will be given to Cal Poly Pomona students. FHS reserves the right to house others on a space available basis. Residents may request to change their housing assignment from one bed space to another by completing a [Room Change Request Form \(Form #UV04002\)](#). Licensees who switch bed spaces/housing units without an approved Room Change Request Form will incur an improper transfer fee, refer to Section 32. Fee and Charge Amounts, plus a daily rate for occupying two bed spaces and may be required to move back to their original space. FHS reserves the right to change any bed space/housing unit assignment in the interest of disabled student needs, housing shortages, summer consolidations, health issues, discipline, student conduct and general welfare of the Licensees or at the administrative necessity of the Cal Poly Pomona Foundation.

6. MEAL PLANS

The University Village provides a small, complimentary meal plan to Licensees as an amenity. The meal plan consists of 35 meal points. For CPP students, meal points will be added to their Bronco ID card on the 1st of each month. For non-CPP students, meal points will be added to their CPP gift card on the 1st of each month. Any unused meal points will expire at the end of each month.

7. 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.

8. OCCUPANCY

FHS hereby grants Licensee permission to occupy one 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. Licensees may request to continue their residency at the University Village for one semester, while maintaining less than full-time student status, by completing a [Request to Continue Residency Form \(Form #UV04001\)](#). Summer Licensees are not required to be enrolled in classes.

9. MAXIMUM OCCUPANCY

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

10. KEYS

Each Licensee is issued keys to their housing unit and mailbox. Each Licensee is responsible for their 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 key(s) lost or not returned upon Licensee's check-out. In the event a housing unit key is lost or stolen a lock change will occur in the housing unit and the Licensee will be charged per Section 32. Fee and Charge Amounts for a replacement housing unit key and/or a replacement mailbox key. In addition, if the Licensee leaves without following established check-out procedures, the locks may be changed, and the Licensee will be assessed for the housing unit/mailbox lock change.

11. LOCKOUTS

Licensees are responsible for carrying their housing unit key at all times. If a Licensee should be locked out of their housing unit, they can request assistance from University Village staff. During regular business hours this request should be made at the University Village Front Office. Outside of regular business hours and on holidays and weekends, Licensee will need to contact the on-duty Resident Advisor for assistance. During each semester, Licensee will be allowed three FREE lockouts. On the fourth lockout per semester and any additional occurrence until the end of the semester, Licensee will be assessed an excessive lockout fee per Section 32 Fee and Charge Amounts. Excessive lockouts will result in disciplinary action through the conduct process.

12. LAUNDRY ROOM

A laundry room with washers and dryers is provided for the use of the Licensees ONLY. 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.

13. MONTHLY CLEANING SERVICE

A light cleaning of Licensee's housing unit will take place monthly. Licensee will be notified of the cleaning schedule via an e-mail sent to Licensee's e-mail account. It is the Licensee's responsibility to make sure their bathroom, kitchen and living room areas are ready for the cleaning crew by following the directions in their email notice. This is a required service however, Licensee(s) may opt out of the service by submitting a opt out of cleaning request form.

14. MAIL SERVICE

- A. The U.S. Postal Service will deliver mail once per day, except weekends and holidays.
- B. FHS staff will sort and distribute mail and packages to Licensee's mailboxes during regular business hours. Summer and Winter Break service hours are subject to change.
- C. Licensee is required to check their mailbox in a timely manner.
- D. Mail and packages will only be accepted for current Licensees that have a mailbox.

15. PARKING

Licensees who possess a motor vehicle and wish to park in the University Village parking lot must register their vehicles with the University Village Front Office. All motor vehicles parking in the University Village must display a valid student parking permit with a current University Village parking sticker. Licensees may not reserve parking spaces. Parking spaces are available on a first come, first served basis. Licensees may not park in "Village Staff" spaces, "Service Vehicle" spaces, or Fire Lanes. Each Licensee will be issued only one gate card but may register one automobile (car or truck) and one motorcycle in the University Village if each vehicle possesses a student parking permit. Each Licensee is responsible for their 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 shall be operated with due regard for the safety of all members of the community, including following all posted signs and speed limits.

16. TECHNOLOGY

Incoming and returning Licensees are reminded that they cannot install or use personal wired switches or wireless routers, connected to the campus network, in their bedrooms or common areas.

17. UTILITIES

FHS will arrange for water, trash disposal, internet, streaming services, 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 data with an allowance for reasonable market value adjustments.*

18. GUESTS*

- A. 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 agrees to inform guests of all policies and procedures as set forth by the Community Standards.
- B. Guests must not infringe upon the rights of other Licensees. University Village reserves the right to deny access to any guest whose conduct is deemed inappropriate.
- C. Underage guests are always prohibited from the pool area.
- D. No more than eight people (including Licensees and guests) are allowed in a housing unit (including porches/patios) at any given time.

19. CONTINUANCE (WINTER BREAK) / APARTMENT / ROOM TRANSFER

Any Licensee registered for consecutive contract terms is required to pay License Fees consistent with their currently occupied space during any intersession period. Any Licensee checking out at the end of, or within, their contract term will forfeit their assigned space and any penalties or License Fees will be assessed per the cancellation policy described in this License Agreement.

20. TRANSFERS

All transfer requests must be approved by the University Village prior to the Licensee changing their assigned space. If the Licensee will be occupying a different space and/or a contract term change is in effect for the upcoming contract term, the appropriate License Fees will apply effective the day the Licensee takes possession of the new space or the last day of the preceding Fee Period, whichever is earlier.

21. CHECKING OUT

The Licensee shall vacate the housing unit using procedures outlined by FHS which are provided 30 days before the end of each semester or upon termination of their license to use a housing unit, whichever is sooner. Licensees must follow the guidelines in the Check-out Procedures located in the License Agreement. All personal property must be removed from the housing unit prior to the time that key(s)/gate card are returned. Failure to follow established procedures may result in removal of their personal property, moving/storage charges and lock change fees, the imposition of additional License Fees including a late checkout fee per Section 32 Fee and Charge Amounts, and billing for continued occupancy. FHS does not accept any liability for belongings left in the Licensee's housing unit and such items may be disposed of. Licensee has the right to appeal charges by completing an [Appeal to Charges Form \(Form #UV04011\)](#) 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.

LICENSEE'S FINANCIAL RESPONSIBILITIES

22. PAYMENT OF LICENSE FEE

Licensee shall be required to pay the License Fee and all related charges on the 1st of each month. 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 paid by the 10th of each month, and a service charge for late payment will be assessed per Section 32 Fee and Charge Amounts, to the Licensee's account on the 11th of the month.

23. FACILITY FEE

Licensees will pay FHS a \$175 non-refundable Facility Fee for each academic year contract term at the time their housing assignment is confirmed. The Facility Fee remains at the rate stated, independent of the dates of check-in and check-out during the semesters. The Facility Fee is to be used for restoration of normal wear and tear use of all indoor/outdoor facilities. Additional damage or cleaning charges will be billed separately to Licensees accordingly. Licensee has the right to appeal additional damage charges by completing an [Appeal to Charges Form \(Form #UV04011\)](#) within 30 days of receipt of charges.

24. DAMAGE/CLEANING CHARGES

Licensee will be responsible for paying for damage/cleaning to buildings on the Property or damages to the housing units, including any caused by an approved emotional support/service animal or unauthorized pet. Licensee will also be responsible for paying 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 Licensee, then 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. If a "Room & Apartment Inventory Form" is not submitted by licensee, they will be contacted via email by Village staff and the licensee will be informed via email that they may be liable for any damages to the unit when they check-out. Licensee has the right to appeal charges by completing an [Appeal to Charges Form \(Form #UV04011\)](#) within 30 days of receipt of charges.

25. DELINQUENT PAYMENTS

It is the Licensee's responsibility to make timely payments. Invoices or bills are not sent to the Licensee. Unpaid fees become delinquent/past due if not paid by the 10th of each month, and a service charge for late payment will be assessed per Section 32 Fee and Charge Amounts, to the Licensee's account on the 11th of the month. Licensees may request to pay License Fees late (without a late fee) by completing and submitting a [Late Fee Waiver Request Form \(Form #UV04010\)](#) before the 10th day of the month. Licensee may only make this request three times during the Academic Year and one 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 balance will remain. If a License Fee is late more than 60 days, FHS may revoke the License Agreement and/or pursue legal action against Licensee.

26. 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.

27. REQUEST TO CANCEL OR VACATE

Any Licensee requesting to cancel their housing assignment prior to checking in must submit a cancellation form in person or via email 30 days prior to the scheduled move in date. Any Licensee requesting to vacate the University Village prior to the expiration of the License Contract Term must submit a [Cancellation/Account Summary of License Agreement Form \(Form #UV04005\)](#) at least 30 days prior to their requested check out date. Licensees must pay a cancellation fee as per Section 32 Fee and Charge Amounts and provide a 30-day notice. Licensees who have completed their degrees at Cal Poly Pomona, CPELI or have graduated from a non-Cal Poly University during the License Contract Term may request to reside in their housing units one term after graduation. Licensees may request to waive the cancellation fee by completing an [Appeal to Charges Form \(Form #UV04011\)](#). The conditions which most frequently have resulted in a waiver approval are (a) end of Licensee's student status; (b) study abroad (c) extreme hardship.

28. REFUNDS

FHS shall only authorize refunds with provided documentation once the Licensee's account has been closed out. To obtain a refund of any fee paid to FHS, the Licensee must complete and submit a Cancellation Form and an [Appeal to Charges Form \(Form #UV04011\)](#). Refunds take approximately four to six weeks from the date of check-out to reach the Licensee. Any refunds authorized per the 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.

29. 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 or from the date of occupancy whichever comes first and are based on a 30-day calendar month. No space will be held for occupancy for more than one week after the check in date.

30. 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.
- B. Restriction against the acceptance of personal checks for payment.
- C. Placement of a University wide "hold" on documents and/or class registration.
- D. Revocation of the License Agreement.
- E. Removal from the University Village.
- F. Not being allowed to renew License Agreement for any future Contract Terms.
- G. Legal action to collect unpaid obligations or to obtain possession of Licensee's assigned bed space and assigned housing unit within University Village.
- 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 this License Agreement, Licensee gives permission to the Cal Poly Pomona Foundation, Inc. to use all reasonable means necessary to collect payments due.

31. LEGAL FEES

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

32. FEE AND CHARGE AMOUNTS

Cancellation Fee: \$475

Excessive Lockout Fee: \$25

Improper Transfer Fee: \$50
Late Checkout Fee: \$150
Replacement Housing Unit Key: \$150
Replacement Mailbox Key: \$25
Service Charge (Late Payment): \$25

FHS' RIGHTS AND RESPONSIBILITIES

33. REVOCATION OF LICENSE AGREEMENT/ NOTICE TO QUIT

- A. FHS may revoke this License Agreement upon the occurrence of any 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.
 2. Failure of Licensee to maintain status as a full-time student at any accredited university, college, and vocational/technical school. When a Licensee does not maintain full time status, they may request an administrative review of their eligibility.
 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.
 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. Upon revocation of this License Agreement for any reason, Licensee shall pay a cancellation fee per Section 32 Fee and Charge Amounts, in addition to all other amounts due or owing under the License Agreement.

34. DESTRUCTION OR UNAVAILABILITY

If 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 Contract Term, there may be construction on the Property. The effect of this construction may include, but is not limited to: maintenance repairs, 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.

35. INSURANCE

FHS does not insure personal or property damage or injury of Licensee. Therefore, FHS highly recommends that Licensee obtain their own renter's insurance.

36. RIGHT OF ENTRY

FHS has the right to enter the premises occupied by Licensee for emergency, health, safety, maintenance, management, enforcement of applicable rules and regulations, inspection of premises, delivery of FHS information/notices, 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 their belongings.

37. 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.

38. REVISED LICENSE AGREEMENT

FHS also reserves the right to revise any policy, procedure, term, fee, charge and/or condition of this License Agreement upon 30 days written notice.

39. 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.

40. MISSING STUDENT NOTIFICATION

In compliance with the Higher Education Opportunity Act (HEOA), Cal Poly Pomona has established policies and procedures for missing student notification. If a member of the University community has reason to believe that a student who resides in on-campus housing is missing, they should immediately notify the University Police Department at (909) 869-3070. A report should also be made to the Resident Advisor, Area Coordinator and/or University Village staff. University Police will initiate an investigation and where appropriate involve local law enforcement. University Police, in conjunction with University Village staff, will activate established missing student procedures. It is important to note that a report of a missing person may be made at any time; there is no required wait time or length of time since last contact.

41. RESIDENT'S RIGHTS AND RESPONSIBILITIES REGARDING MISSING STUDENT NOTIFICATION

In addition to providing an emergency contact, Licensees have the option to identify a confidential contact person to be notified in the event the Licensee is reported to be missing.

- A. A Licensee's confidential contact information will be accessible only by authorized officials and law enforcement officers in the furtherance of a missing person investigation.
- B. Even if a Licensee elects not to register a contact person, University Police and local law enforcement will be notified that the Licensee is missing.
- C. If the Licensee is under 18 years of age and not emancipated, their parent/guardian will be notified.
- D. All official missing student reports will be referred immediately to University Police.

42. MISSING PERSONS PROCEDURES

The University will follow specific procedures when a student who resides in an on-campus student housing facility is determined to be missing. Although HEOA requires that procedures be implemented for students who have been missing for 24 hours, the following procedures are activated immediately or as soon as circumstances warrant.

- A. A Licensee is reported missing to the University Police. If the report is made to a member of the University Village staff (Resident Advisor, Area Coordinator, University Village offices), then University Police is contacted immediately.
- B. University Police will contact the local law enforcement agency to take the report and initiate a joint investigation.
- C. University Village staff will provide registered missing persons contact person information to University Police.
- D. Contacts are made for purposes of notification, and often as a part of the investigation (e.g. to ensure the Licensee has not returned home, or traveled unexpectedly).
- E. University Village staff will assist University Police with their investigation of the missing person.

ACKNOWLEDGMENT AND SIGNATURE

By signing below, Licensee agrees to adhere to the terms and conditions set forth in this University Village License Agreement.

Licensee Printed Name

Licensee Signature

Date