



**FOR OFFICE USE ONLY**

This Housing License Agreement is hereby accepted by the California Maritime Academy, Office of Housing & Residential Life.

Date      Staff Initials      Hall Name      Room Assignment      Wait List      Single      24HQ

**2013/2014 HOUSING LICENSE CONTRACT AND AGREEMENT**

*Housing & Residential Life Office California Maritime Academy • CSU*

PLEASE PRINT LEGIBLY

Name \_\_\_\_\_  
Last                      First                      Middle                      Date of Birth                      Age

Email Address: \_\_\_\_\_ Cal Maritime ID #: \_\_\_\_\_

Circle one: Year: Freshman    Sophomore    Junior    Senior                      Gender:    Male    Female

Permanent Address: \_\_\_\_\_

City, State and ZIP: \_\_\_\_\_

Primary Phone: (\_\_\_\_) \_\_\_\_\_ [Home] [Cell]    Alternative Phone: (\_\_\_\_) \_\_\_\_\_ [Home] [Cell]

**(Contact Phone Number for Important Housing Announcements)**

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Number: \_\_\_\_\_

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

( ) I (WE) HAVE READ THE ENTIRE STUDENT HOUSING LICENSE AGREEMENT AND THE ATTACHED TERMS & CONDITIONS.

( ) I (WE) AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Signed: \_\_\_\_\_  
(Student's signature)                      (Parent, guardian or guarantor for student **under 18 yrs. of age**)

**PLEASE CHECK ONE:**

( ) I am under 18 years of age                      Date signed: \_\_\_\_\_  
( ) I am 18 years of age or older

**Are you a:**

[ ] Smoker\*                      [ ] Go to bed early (before 11:00 PM)                      [ ] Get up early (before 6:30 AM)                      [ ] have loud music  
[ ] Non-Smoker                      [ ] Go to bed late (after 11:00 PM)                      [ ] Sleep In (after 6:30 AM)                      [ ] have minimal music

***Please fill out the reverse side of this contract.***

**Do you clean your room:**

- Never
- Once a Month
- Once a Week
- Daily

**Do you watch TV:**

- Never
- If something good is on
- Weekly
- Daily

**Would you prefer your roommate to be:**

- Clean
- Quiet
- Academic
- Outgoing

**Interest/Hobbies:**

---

---

\* Smoking is **not allowed** in the residence halls. Smoking is only allowed in designated smoking areas on campus.

**Roommate Request:** Name: \_\_\_\_\_

Circle one: Year: FR SO JR SR      Cal Maritime ID #: \_\_\_\_\_

**Special Requests:**

I request to live in a 24 Hour Quiet Area (spaces in McAllister and Lower Residence Hall B Stack [requests are filled on a space available basis, seniors given preference for LRH B stack, underclassmen placed in McAllister).

\_\_\_\_\_ *By requesting placement in the 24 Hour Quiet Area, I have agreed to abide by all rules and regulations governing that area.*

I request to live on the T.S. GOLDEN BEAR [requests are filled on a space available basis]

**Please select a Meal Plan:**

- 15 Meal Plan \$2,893/semester
- 19 Meal Plan \$2,958/semester
- 15 Flex Meal Plan \$2,958/semester

### 2013-2014 Housing & Meal Plan Costs

	Double Room	Single Room	15 Meal Plan	19 Meal Plan	15 Flex Meal Plan
Fall 2013	\$2,575	\$3,425	\$2,893	\$2,958	\$2,958
Spring 2014	\$2,575	\$3,425	\$2,893	\$2,958	\$2,958
<b>Total</b>	<b>\$5,150</b>	<b>\$6,850</b>	<b>\$5,786</b>	<b>\$5,916</b>	<b>\$5,916</b>

**Please note that fees and tuition are subject to change without notice due to Trustee, Legislative or University action. Updated fee information, payment guidelines and procedures are provided each semester.**

**Please Return by: April 1<sup>st</sup>, 2013 or following business day if April 1<sup>st</sup> falls on a weekend or Monday.**

**\* PLEASE READ THOROUGHLY \***  
**STUDENT HOUSING LICENSE AGREEMENT: TERMS AND CONDITIONS**

**I. AGREEMENT AND FEES**

This License Agreement is entered into between the Trustees of The California State University through the California Maritime Academy (CMA), Office of Housing & Residential Life, and the person whose name appears on the Student Housing License Agreement, hereinafter called "Licensee." In consideration for the right to occupy an assigned bed space within the housing facilities at CMA, Licensee hereby agrees to make payments to CMA in accordance with CMA policy.

**II. OCCUPANCY: The California Maritime Academy is a residential campus that requires all unmarried students under the age of 24 to reside in university housing and participate in a meal plan unless they have applied for and been granted off-campus permission. The Housing License Agreement attached to this contract is binding for the full academic year.**

- (a) CMA hereby grants to Licensee permission and expectation to occupy a bed space within the housing facilities as a licensee for the fee period beginning the day immediately preceding the first day of fall semester classes and ending the day immediately following the last day of spring semester final exams, unless sooner terminated under the provisions of this License Agreement or otherwise noted in official university communication. This contract is binding for the full academic year. This License Agreement **does not** grant Licensee permission to occupy the assigned space during Fall Break, Winter Break, commencing at 12:00 p.m. on the day following fall final exams and ending 12:00 p.m. on the day immediately preceding the first day of spring semester classes or Spring Break.
- (b) Specific assignment of a bed space shall be made by CMA, and may be changed from time to time in the interest of health, discipline, vacations, recess, management, and/or general welfare of the Licensee(s).
- (c) The process of Room Consolidation may happen at any point in the semester except for the week prior to and of final exams. Room Consolidation is the circumstance in which a Licensee living in a double occupancy room becomes in the situation of occupying the room alone. Any Licensee in the same situation will either: a) be required to consolidate with one another; or b) be given the opportunity to declare a single room and pay the single room cost. If any/all Licensees in a situation necessitating Consolidation refuse to move, the Office of Housing & Residential Life will require one of the Licensees to move based on Housing & Residential Life criteria. Single room status may only be granted for one semester, based on room availability.
- (c) Failure of the Licensee to move in prior to 4:00 p.m. on the day before classes commence in any given term may constitute cancellation of this License Agreement with penalties. The conditions of Section VI of the License Agreement will apply.
- (d) Entering freshman contracts will be extended to include Orientation (subject to Orientation Fee).

**III. ENHANCEMENT OF EDUCATIONAL EXPERIENCE**

- (a) CMA shall maintain a professional staff to work with students to develop a community concept within the housing facilities to enhance Licensee's educational experience at CMA. CMA shall establish guidelines for facilitating resident input into the governance of the housing facility. The facility shall be operated to enhance the educational, social, and recreational opportunities available to Licensee.
- (b) Licensee agrees to recognize the importance of maintaining the housing facility as an environment that is conducive for fellow students to study, live, and sleep. Licensee agrees to not disturb this environment.

**IV. TERMS AND CONDITIONS**

- (a) This License Agreement is subject to the regulations contained in Title 5 of the California Code of Regulations, Sections 42000-42101. A copy of those regulations is available at the Housing & Residential Life Office during normal business hours.
- (b) Licensee agrees to comply with all Regulations, Policies and Procedures written in the STUDENT HANDBOOK/Guide to On-Campus Living and included as part of this agreement, and any subsequent amendments.
  - (b1) Possession or use of alcohol or drugs in the residence hall is a violation of the License Agreement by the Licensee. Violations are referred to the university judicial system and will be held accountable for the violation that may include sanctions up to forfeiture of their Housing License Agreement which could affect their status as a student at Cal Maritime.
  - (b2) Fire Safety in the residence halls is of the utmost priority. Any STUDENT HANDBOOK violations regarding fire safety (i.e. candles, smoking in a residence hall room, tampering with a smoke detector) will be deemed a violation of the License Agreement by the Licensee. If this occurs, Licensees will be referred to the university judicial system and will be held accountable for the violation that may include sanctions up to the forfeiture of their Housing License Agreement which could affect their status as a student at Cal Maritime.
  - (b3) Threats or violence toward fellow Licensees, Resident Assistants, or CMA officials is considered a violation of this License Agreement. If this occurs, Licensees will be referred to the university judicial system and will be held accountable for the violation that may include sanctions up to the forfeiture of their Housing License Agreement which could affect their status as a student at Cal Maritime.
- (c) This License Agreement shall not be transferred except as permitted in Section IX.
- (d) It is understood and agreed to by Licensee and CMA that no lease nor any other interest in real property is created by this Agreement.
- (e) CMA assumes no responsibility for any property of the Licensee that is stolen, damaged, or destroyed in the housing facility at any time, including periods when the Licensee is not in occupancy or after the term of the occupancy has expired.

- (f) During the break periods, repair and/or construction projects may be necessary and may require entry into Licensee's room. Licensee will be responsible for safeguarding personal belongings to the extent that removal of the belongings may be necessary. Licensee does not need to be present for university officials to enter the occupied space.

#### V. MAINTENANCE OF PREMISES

- (a) CMA shall provide Licensee with the furnishings and Licensee will maintain them in the condition noted on the Room Inventory Form. Licensee agrees to give reasonable care to the assigned living unit and its furnishings and to make payment for any damage or loss promptly upon demand by CMA. In the event Licensee fails to maintain the living unit in good order and repair, **Licensee shall pay CMA the reasonable costs incurred in returning the living unit to a condition of good order and repair.** As a part of such reimbursement, Licensee's housing deposit, or a portion thereof, may be expended for the purpose of payment of such costs.
- (b) Licensee shall make no alteration to the housing facility without the permission of CMA. Any structural addition or alteration is prohibited without written permission of CMA.
- (c) Licensee shall not possess or use any highly flammable material, firearm, ammunition, fireworks, explosives, weapons or any other material or instrument which, in the opinion of CMA authorities, poses an unreasonable risk of damage or injury. Doing so is a violation of the License Agreement and students will be referred to the university judicial system.
- (d) Licensee agrees to be jointly responsible with other residents for the protection of the residence hall, its furnishings and equipment. Licensees will be jointly responsible for maintaining the common areas in good order; all of this section will apply should Licensees fail to maintain good order and repair. All Licensees of common areas (including but not limited to rooms, lounges, exterior facilities and grounds surrounding residence halls, restrooms, etc) may be billed for common area damages, vandalism and excess cleaning.
- (e) Vandalism to furnishings, student rooms, or common areas is considered a violation of the CMA License Agreement. If deemed responsible Licensees could be subject to the following penalties:
  - (1) Monetary fine: Amount equal to restoration of the vandalized item or items. The amount of the charge will be distributed to all Licensees of an area (subject to official of the Office of Housing & Residential Life's discretion).

#### VI. CANCELLATION BY LICENSEE PRIOR TO OCCUPANCY

- (a) Licensee may cancel a reservation for a space in the housing facility by giving written notice to CMA at least 30 days prior to the beginning of the occupancy period. As CMA is a residential campus, if Licensee cancels reservation, Licensee revokes status as a student at CMA. If Licensee remains a student at Cal Maritime, Licensee will still be charged the cost of a room and meal plan on campus.
- (b) A request to cancel a reservation less than 30 days prior to the beginning of the occupancy period shall include Licensee's statement of reasons. CMA shall grant or deny the request based on the following standards with **appropriate verification**: 1) end of Licensee's student status; 2) approved petition for Off Campus Housing. If granted, additional penalties may apply including fees for housing and meal service for that semester.

#### VII. CANCELLATION AFTER OCCUPANCY

- (a) Any Licensee who requests to vacate the housing facility shall give at least 30 days' WRITTEN notice of intention to vacate and the reason therefore.
- (b) CMA may grant or deny a request to vacate submitted pursuant to subsection (a). The determination will be based on the following standards with **appropriate verification**: 1) end of Licensee's student status; 2) approved petition for Off Campus Housing.
- (c) Licensee's withdrawal from CMA subsequent to this Agreement may result in a 30-day charge starting the date of Licensee's vacating the facility. All other Licensees requesting release will be held to this Agreement.
- (d) Revocation of this Agreement or the Licensee's abandonment of the facility shall not release the Licensee from paying any obligation due CMA.
- (e) The acquisition by the Licensee of an off-campus living arrangement and/or lease without an approved Off-Campus Petition does not grant Licensee the opportunity to cancel their Housing License Agreement. Licensee will still be charged for room and a meal plan on campus.

#### VIII. REVOCATION OF THE LICENSE AGREEMENT

- (a) CMA may revoke this License Agreement upon the following conditions:
  - 1) In the event of misconduct listed in the STUDENT HANDBOOK/Guide to On-Campus Living.
  - 2) Failure of Licensee to maintain status as a student at CMA.
  - 3) Licensee's breach of any term or condition of this License Agreement, including failure to pay required fees.
  - 4) Administrative necessity of CMA. Administrative necessity exists when any condition, not reasonably foreseen at the time of signing by CMA occurs which prevents CMA from making a housing facility available to the Licensee.
- (b) CMA shall provide Licensee not less than three days' notice in the event of an occurrence described in subsections 1), 2), or 3) and not less than 14 days' written notice in the event of an occurrence described in subsection 4), except in cases of emergency.

#### 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 CMA for so long as CMA does not terminate Licensee's right to possession.

#### **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 pro rata refund of any fees applicable to periods after Licensee was required to vacate. Such conditions include but are not limited to damage caused by floods, slides, fire, earthquake, other natural disasters, vandalism, civil disorder, compliance with state or federal law; interruption of basic services because of labor strife; a drop in the rate of cancellations not reasonably foreseen by CMA, if such a drop results in an overbooking of available housing facilities.

#### **XI. REFUNDS**

CMA shall authorize refunds only as provided for in the California Code of Regulations, Title 5, and this License Agreement.

#### **XII. VACATING THE HOUSING FACILITY**

Licensee shall vacate the housing facility on the expiration of the license period or upon revocation of this License Agreement, whichever occurs first. Licensee shall appropriately check out of the facility and maintain it in clean, sanitary standards upon check out.

#### **XIII. TREATMENT OF INDEBTEDNESS**

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

- (a) Imposition of a late fee, in accordance with the fee schedule.
- (b) Revocation of the License Agreement.
- (c) Eviction.
- (d) Withholding of CMA services including: 1) Withholding official transcripts, 2) Denial of registration, 3) Diploma.
- (e) Offset of paychecks, loans, grants, or scholarship payable through CMA, or tax refunds or rebates.
- (f) Legal action to collect unpaid obligations.

#### **XIV. RIGHT OF ENTRY**

CMA shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, for any other lawful purpose, or as deemed necessary by CMA. CMA 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**

- (a) CMA has no insurance to cover the personal or property damage of Licensee. It is recommended that Licensees purchase renter's insurance.

#### **XVI. VISITORS AND GUESTS**

Licensee shall permit no visitors or guests to enter CMA housing facilities except as permitted by Housing & Residential Life policies and regulations as stated in the STUDENT HANDBOOK/Guide to On-Campus Living.

#### **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 CMA that this License Agreement does not create a taxable possessory interest in real property. However, pursuant to Revenue and Taxation Code § 107.6, Licensee is hereby notified that a taxing authority may take a contrary view and may assess Licensee property taxes based on this License Agreement.

**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](http://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.

Revised:12.1.12