

2019 Summer Housing License Agreement

TERMS AND CONDITIONS

I. Agreement and Fees

- A. This License Agreement is entered into between the Trustees of the University of La Verne, hereinafter called "University," and the above named person, hereinafter called "Licensee."
- B. Licensee must be at least 17 years of age by the respective move-in day to be able to reside in on-campus housing.
- C. In consideration for the right to occupy an assigned bed space within the housing facility at University, Licensee agrees to guarantee full and prompt payment or have a payment plan in place with the Office of Student Accounts by the respective move-in day or an earlier date as indicated on the Summer 2019 Housing Application. Students without full payment or payment plans will not be allowed to move in and/or subject to losing their assigned bed space prior to move-in. Students on a payment plan agree to make payments as scheduled with the Office of Student Accounts. Students failing to follow the agreed payment plans will be asked to vacate. Payments will be based on room selections related fees as indicated on the Summer 2019 License Fee Schedule.
- D. Licensee understands that rates are based on a per person rate. All bedrooms are shared by two people unless otherwise designated as a single, triple or quadruple room type.
- E. Licensee understands that Licensee Agreement is from the respective move-in day until the last day of the summer term. The last day of the Summer 2019 term is tentatively set for August 16, 2019.
- F. Space is not guaranteed until a written confirmation from University is sent to Licensee. Once confirmed, Licensee is responsible for license agreement unless cancelled or terminated as described in sections VII, VIII, IX.
- G. Licensee and University agree to adhere to the terms and conditions set forth in this Housing License Agreement.

II. Occupancy

- A. University hereby grants to Licensee permission to occupy a bed space within the housing facility for the "License Term" and corresponding to the specific fee as outlined in the Summer 2019 License Fee Schedule, unless terminated under the provisions of this license agreement in sections VII, VIII, IX.
- B. University reserves the right to terminate the License of any Licensee who does not check into housing within 3 calendar days of the beginning of the "License Term" and corresponding to the specific fee as outlined in the Summer 2019 License Fee Schedule. Charges will continue each day on a pro rata basis until Licensee's space can be filled with a suitable replacement for up to 30 days since the start of term agreement.
- C. The University shall assign Licensee to a specific bed space within the facilities or contracted facilities. The University reserves the right to change room assignments, assign a new Licensee, or reassign a current Licensee to an unoccupied bed space at any time, and/or consolidate vacancies in the interest of health, discipline, occupancy, operational needs or for general welfare of the Licensee.
- D. Priority for housing will be given to University students. University reserves the right to house others on a space available basis and at the discretion of the University.
- E. Licensee shall vacate the facility on the expiration of the license period or upon revocation of this license agreement, whichever occurs first.
- F. An Improper Check-Out Fee of \$100.00 may be imposed on Licensee in the event that Licensee does not follow appropriate vacating procedures.
- G. A Licensee may occupy facilities prior to the start of the license agreement only with prior approval by the University and accept the daily \$50.00 fee.
- H. A Licensee may occupy facility after end of license agreement and/or termination of license agreement provided it is pre-approved by the University and will incur a daily \$50.00 fee. Licensees not approved but occupying facilities will incur a \$100.00 improper check-out fee and incurred a daily \$50.00 fee.
- I. All Licensees must have a vaccination record and health form on file with the Health Center by the end of their respective move-in day. Licensees not having a vaccination record or a health form on file are subject to license agreement cancellation and will be asked to vacate on-campus housing.

III. Enhancement of Education Experience

- A. University shall maintain a professional staff with minimally a Bachelor's degree to work with students to develop a community concept within the housing facility to enhance students' educational experience at University. University shall provide opportunity for input by Licensee into the development of the community.
- 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 not to disturb this environment.

IV. Terms and Conditions

- A. Licensee agrees to comply with policies, regulations, and procedures included as part of this agreement, the "2018-2019 Resident Handbook", and any subsequent amendments.
- B. This License Agreement shall not be assigned or sublet.
- C. Licensee shall permit no visitors or guests to enter the housing facility except as permitted in the "2018-2019 Resident Handbook."
- D. It is understood and agreed by Licensee and University that no lease or any other interest in real property is created by this Agreement.
- E. University assumes no responsibility for any property of Licensee that is stolen, damaged, or destroyed in the housing facility or adjacent parking areas at any time, including periods when Licensee is not in occupancy or after the term of the occupancy has expired.
- F. In the event that there is a significant increase in utility charges to the University, the University reserves the right to impose a utility energy surcharge of no more than 5% of the cost of the Licensee's rent.
- G. To maintain eligibility for occupancy within housing facilities, Licensee must maintain full-time enrollment at the University. The Associate Dean of Students/Director of Housing and Residential Life may grant exceptions.

V. Maintenance of Premises

- A. University shall provide Licensee with furnishings as noted on the Room Condition Inventory provided to Licensee upon move-in. Licensee agrees to give reasonable care to living unit and its furnishings and to make payment for any damage or loss promptly upon demand by University. Licensee shall vacate unit in good order and repair. Normal reasonable wear and tear is expected. It is the Licensee's responsibility to clean a proportionate share of the living unit's common areas. In the event Licensee fails to maintain the unit in good order and repair, Licensee shall pay University reasonable costs incurred in returning the unit to a condition of good order and repair. Charges for damages, cleaning or repairs will be applied to student's University account.
- B. Licensee shall make no alteration to the housing facility without the permission of University. Any structural addition or alteration is prohibited without written permission of the University.
- C. Licensee shall not possess any highly flammable material, firearm, ammunition, fireworks, explosives, bb device (penal code 12001), dangerous weapons (penal code 12020), any type of sling shot device, paint ball gun, 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 the proper use of damage and fire safety measures provided by University.
- E. Licensee agrees to be jointly responsible with other Licenses for protection of the common area furnishings, 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.

VIII. Cancellation by Licensee After Start of License Fee Period

- A. Licensee who requests to vacate the housing facility shall give at least fourteen (14) days written notice of intention and the reason therefore. University may grant or deny a request. Licensee is aware that University must approve requests before agreement is terminated.
- B. Decision to approve or deny cancellation requests will be based on the following standards, with appropriate verification and/or supporting documents:
 1. End of Student Status at the University
 2. Marriage
 3. Documented Extreme Financial Hardship
 4. Documented Extreme Health Hardship
- C. As to these conditions, University may require the following cancellation terms:
 1. For Licensee who ends their enrolled student status with the university, Licensee an amount equal to prorated percentage based on the date of their termination as listed in Section VIII.D.
 2. For Licensee who remains in school and request is granted based on reasons as listed in VIII.B., Licensee will be held to an amount equal to the prorated percentage based on the date of their termination as listed in Section VIII. D.
 3. For Licensee who remains in school and request is granted and is not based on a

reason as listed in VIII.B will be held to an amount equal to the prorated percentage based on the date of their termination plus a fee equivalent to "30 days" of occupancy for their assigned space. Prorated amount plus "30 day occupancy" amount shall not exceed total cost for current term/semester student is enrolled in.

4. For Licensee whose request is denied, Licensee may be held full charges for current semester/term plus non-refundable fees. Licensee may be held responsible for the entire term of the contract unless a suitable replacement for contract is found.
- D. Licensees whose request to cancel is granted will have pro-rated charges based on the date they move out:
 1. Licensees will be charged 10% if Licensee cancels by Friday of the 2ND week of the term; 25% if Licensee cancels by Friday of 3rd week of the term; 50% if Licensee cancels by Friday 4th week of term; 75% if Licensee cancels by Friday of 5th week of the term; 100% if Licensee cancels after Friday of 5th week of the term.
- E. Approved cancellation of License Agreement will result in cancellation of meal plan. Proration percentages for license agreement will also be applied to meal plan costs.

IX. Revocation of License Agreement

- A. University may revoke Agreement upon the following condition:
 1. Licensee's breach of any term or condition of this License Agreement, including failure to abide by Student Housing and Residential Education Policies as outlined in the 2018-2019 Resident Handbook & Planner.
 2. Violation of State or Federal Law
 3. Failure of Licensee to maintain status as a full-time student at University
 4. Licensee's breach of any term or condition of this License Agreement, including failure to pay required fees in a timely manner.
 5. Administrative necessity of University.
- B. University shall provide Licensee no less than three (3) days notice in the event of an occurrence described in subsections (IXA1), (IXA2), (IXA3), or (IXA4) and no less than fourteen (14) days written notice in the event of an occurrence described in subsection (IXA5) except in cases of emergency.
- C. Licensees who have agreement revoke may be held to fee equivalent to 30-days of occupancy based on their assigned space plus a pro-rated amount based on their specified move-out day. Pro-rated amounts shall be equivalent to amounts outlined in section VIII.D.1 and VIII.D.2. Licensees who upon notice of revocation continue to engage in behaviors that constitute a breach of license agreement in sections IX.A.1 – IX.A.4 may be held for full term of the agreement.

X. Abandonment or Termination By Licensee

Except as permitted in section VII or VIII, termination of Agreement or abandonment of premises by Licensee shall not release Licensee from paying any obligation due the 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 unreasonably be withheld. University may donate, destroy, or discard and/or charge a storage fee for abandoned personal belongings 30 days from date of agreement cancellation.

XI. 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 Agreement is made and no replacement space is made available, Licensee shall be entitled to a daily pro-rated refund of 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 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 drop results in an overbooking of available housing facilities.

XII. Refunds

Refunds related to room and board will be made upon approval of the University and in line with this license agreement. Refunds will be made by appropriate amounts being applied to student University Account. Refund, will be applied to any student account balance. The remainder will than result in a credit and/or refund in accordance to Student Account and University protocol.

XIII. Treatment of Indebtedness

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

- A. Imposition of a late fee, in accordance with the fee University process
- B. Revocation of the License Agreement
- C. Eviction
- D. Withholding of University services. This includes but is not limited to: holds, withholding official transcripts, Denial of registration
- E. Offset of paychecks, loans, grants or scholarships payable through University.
- F. Notification of default to credit bureau organizations and other reasonable agencies.
- G. Legal action to collect unpaid obligations, including use of a collection agency to retrieve payment. This may result in Licensee being charged for the costs associated with the collection of an outstanding account, including but not limited to, collection and legal costs.
- H. By signing the License Agreement, Licensee consents to the release of information from student records to non-University third parties such as credit bureaus, credit gathering organizations, skip tracers, billing agencies, collection agencies, legal counsel, parents, and employees which may, in the judgment of University, be necessary or helpful in the collection of delinquent obligation arising out of the agreement.

XIV. Right of Entry

University shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance of facilities, management of applicable rules and

regulations, or for any other lawful purpose. University shall exercise these rights reasonably (During break periods, cleaning, repairs and/or construction projections may be necessary). Projects requiring entry into Licensee's assigned room will result in University notifying Licensee in advance, whenever possible. Licensee shall be responsible for safeguarding his/her belongings.

XV. Insurance

The University is not responsible for personal or property damage of Licensee as a result (including but not limited to) theft; damage caused by floods, slides, fire, earthquake, other natural disasters and vandalism; or civil disorder. The University highly recommends that Licensee obtain insurance, such as a renter's policy.

XVI. 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.

