

HOUSING TERMS AND CONDITIONS

Apartment — Transfer and Continuing Students

***TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
APARTMENT STUDENT HOUSING LICENSE AGREEMENT, 2009-2010
UNIVERSITY HOUSING DEPARTMENT — STUDENT AFFAIRS DIVISION
CALIFORNIA POLYTECHNIC STATE UNIVERSITY
SAN LUIS OBISPO, CALIFORNIA 93407***

I. TERMS AND CONDITIONS

- (a) This “Apartment Student Housing License Agreement” is subject to the regulations contained in Title 5 of the *California Code of Regulation*, Sections 42000 through 42024. A copy of those regulations is available at the University Library.
- (b) The Licensee agrees to comply with the housing facility regulations and any subsequent amendments and the guidelines stated in the *Apartment Handbooks*. The Handbook is distributed at move-in. Rules and regulations contained within the Handbook may be accessed at the Housing website at *housing.calpoly.edu*.
- (c) This License Agreement shall not be transferred.
- (d) Licensee must maintain status as a student registered with a minimum of nine (9) Cal Poly quarter units. Exception requests must be submitted in writing to the Executive Director of University Housing for approval. Dropping below the nine-unit minimum is not considered a standard for cancellation by Licensee and will not release the Licensee from paying any housing related fees.
- (e) It is understood and agreed upon by the Licensee and University that no lease nor any other interest in real property is created by this Agreement.
- (f) The University shall not be liable for any delay in the delivery of possession of premises. The Licensee’s obligation to make payments shall commence upon the University’s delivery of possession.
- (g) All students licensed to live on campus must have a Meningococcal Response form on file at the University’s Health Services Office prior to taking occupancy

- (h) No modification of the terms and conditions of this “Apartment Student Housing License Agreement” shall be effective unless given in writing by an authorized representative of the University with thirty (30) days’ written notice.

II. ENHANCEMENT OF EDUCATIONAL EXPERIENCE

- (a) The University shall maintain a professional staff to provide services and programs and work with students to develop a community experience within the housing facilities to enhance students’ educational experiences. The University shall provide opportunity for input by the Licensee into the development of a mature, responsible, and respectful community. University Housing shall be operated to support the University mission and its initiatives as well as to enhance the social, cultural, educational, and recreational opportunities available to Licensee.
- (b) The Licensee agrees to recognize the importance of maintaining the housing facility as an environment which is

conducive for fellow students to study, live, and sleep in the housing facility. While in the housing facility, the Licensee agrees to not disturb this environment.

III. MAINTENANCE OF PREMISES

- (a) The University shall provide Licensee with a living unit and furnishings in the condition noted on the Apartment Condition Inventory. **The Licensee agrees to give reasonable care to their living unit and its furnishings and to make payment for any damage or loss promptly upon demand by the University.** The Licensee shall vacate the living unit in good order and repair. Normal and reasonable wear and tear will be excepted. In the event the Licensee fails to maintain the living unit in good order and repair, Licensee shall pay

University the reasonable costs incurred in returning the living unit to a condition of good order and repair.

LICENSEE AGREES TO BE JOINTLY RESPONSIBLE WITH OTHER RESIDENTS FOR THE PROTECTION OF THEIR LIVING UNIT INCLUDING FURNISHINGS AND EQUIPMENT. PAYMENT FOR DAMAGE OR LOSS OF COMMON AREA FURNISHINGS, UNLESS SPECIFICALLY ASSIGNED TO INDIVIDUALS, MAY BE ASSIGNED BY THE APARTMENT COUNCIL TO ALL MEMBERS OF THE LIVING UNIT WHO HAVE ACCESS TO THE COMMON AREA.

(b) The Licensee shall make **no alteration or structural change to the housing facility without** prior written permission of the Executive Director of University Housing. Also, damage or unapproved alterations to the interior or exterior of the housing facilities, as well as the grounds, is prohibited.

(c) The Licensee shall not possess any highly flammable material, firearms, ammunition, fireworks, explosives, dangerous weapons, or any other material or instrument which, in the opinion of the University, poses an unreasonable risk of damage or injury.

IV. CANCELLATION OF LICENSEE PRIOR TO FEE PERIOD (fee period begins the day University housing opens)

(a) The Licensee may cancel a reservation for the housing facility by giving written notice to the Executive Director of University Housing at least thirty (30) days prior to the beginning of the fee period. This written notice is required regardless of the reason for the cancellation and must be made directly to University Housing. Providing cancellation information to other University agents or Departments will not be substituted. In the case of a Licensee who is under 18 years of age, request for termination of the "Apartment Student Housing License Agreement" shall be accompanied by the written consent of the parent or legal guardian.

(b) A request to cancel a reservation less than thirty (30) days prior to the beginning of the fee period shall include the Licensee's statement of reasons. If the request is granted, the student will be subject to a pro rata charge for the number of days within the 30-day period, as of the date written notification is received. The University shall grant or deny the request based on the following standards with **appropriate verification** at time of housing checkout.

- (1) Admission denied. The License can be cancelled without penalty if the student is not admitted to the University and gives written notification to the Executive Director of University Housing within one week of student's notification of denied admission by the Admissions Office.
- (2) End of student status.
- (3) Marriage.
- (4) Hardship. The University's definition of hardship as used in this "Apartment Student Housing License Agreement" is any occurrence in which the student is withdrawing from the University.
- (5) University academic program requirements which means International Study programs, Co-op, Internship or Ag Housing assignments.

V. CANCELLATION BY LICENSEE AFTER THE BEGINNING OF THE FEE PERIOD (fee period begins the day University housing opens)

- (a) **This License may be cancelled based on the following standards with appropriate verification:**
- (1) **Admission denied (as described in Section IV above).**
 - (2) **End of student status.**
 - (3) **Marriage (during the License fee period).**
 - (4) **Hardship (as described in Section IV above).**
 - (5) **University academic program requirements (as described in Section IV above).**
- (b) **A Licensee who requests to vacate the housing facility shall give at least thirty (30) days' written notice of intention to vacate and the reason therefore directly to University Housing.**

- (c) **The University may grant or deny the request to vacate as submitted pursuant to Subsection (b). If the request is granted, the student will be subject to a pro rata charge for the number of days of occupancy plus an additional charge for the number of days the notification period provided is less than the thirty (30) days required. Revocation of this “Apartment Student Housing License Agreement” does not qualify as a cancellation standard for a refund.**

VI. REVOCATION OF LICENSE AGREEMENT

- (a) **The University may revoke this License Agreement upon the following conditions:**

- (1) Student Discipline, Article 2, as listed in Sections 41301 and 41302, Title 5, *California Code of Regulation*.
 - (2) “Immediate Removal from Campus” as listed in the California State University “*Student Disciplinary Manual*.”
 - (3) Reasonable cause to protect personal safety or property and to insure the maintenance of order.
 - (4) Failure of Licensee to maintain **status as a student** at University.
 - (5) Licensee’s breach of any term or condition of this License Agreement including failure to pay required fees.
 - (6) Administrative necessity of University.
- (b) The University shall provide Licensee not less than three (3) days’ notice in the event of an occurrence described in Subsections (1), (4) or (5) and not less than fourteen (14) days’ written notice in the event of an occurrence described in subsection (6) except in cases of emergency.
- (c) Conduct and discipline revocation of the “*Apartment Student Housing License Agreement*” is not considered a standard for cancellation and thus will not release the Licensee from paying any outstanding housing or related fees (e.g., damages, etc.).

VII. ABANDONMENT OR TERMINATION BY LICENSEE

Except as permitted in Sections IV or V, termination of this License Agreement or abandonment of the premises by Licensee shall

not release Licensee from paying any obligation due the University.

VIII. DESTRUCTION OR UNAVAILABILITY

In the event that bed space or common areas are destroyed or become 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. The University shall not be held responsible or liable for the Licensee’s accommodation if an assigned apartment is rendered uninhabitable due to circumstances beyond the reasonable control of the University, including but not limited to “Acts of Nature.” 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 a drop results in an overbooking of available housing facilities. The University also reserves the right to make special room assignments to accommodate those conditions.

IX. REFUNDS

University shall authorize refunds only as provided for in Title 5 of the *California Code of Regulation* (and the Housing Facility Regulations).

X. 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.

Upon expiration of this “Apartment Student Housing License Agreement,” the Licensee agrees to vacate the premises by 12 noon on Tuesday, June 15, 2010. The Licensee shall remove all personal property, leave the assigned living space in a clean and orderly condition to avoid cleaning fees and return room and apartment keys as instructed to avoid re-keying charges. Students vacating after the above-stated date and time will be assessed a late charge and charged for recovery costs of related and

appropriate expenses.

XI. 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 University services pursuant to Section 42380, et seq., Title 5, *California Code of Regulation*. This includes:
 - (1) Withholding official transcripts.
 - (2) Denial of registration.
- (e) Offset of paychecks, loans, grants, or scholarships payable through the University, and/or State income tax refunds or rebates.
- (f) Legal action to collect unpaid obligations.

XII. RIGHT OF ENTRY

The University shall have the right to enter the premises occupied by the Licensee for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purpose. The University shall exercise these rights reasonably and with respect for the Licensee's right to be free from unreasonable searches and intrusions into study or privacy. University personnel or those contracted by the University may enter the Licensee's living unit as allowed by law and during normal working hours for cleaning, inventory, repairs, service and quarterly inspection or as deemed necessary by the University. The University shall give the student reasonable notice of intent to enter said apartment, during operational working hours only, except (1) in cases of emergency or building evacuation, or, (2) abandonment of the room or apartment by either the Licensee or Licensee's roommates, or (3) the Licensee consents at the time of entry and for the reasons stated in this provision. The Licensee agrees to waive any notice requirement and to allow University personnel to enter the Licensee's room or apartment during normal working hours when the resident has requested service. The

University will provide scheduled once-a-week light cleaning services for apartment bathrooms and community areas (kitchen, dining and living room areas). Licensee will be responsible for safeguarding his/her belongings.

XIII. INSURANCE

- (a) During the period covered by this License Agreement, it is highly recommended that the Licensee obtain health and accident insurance, on either an individual or group basis, to include coverage for hospital benefits, medical benefits, surgical benefits, emergency outpatient benefits, ambulance and/or medical transportation services. Please be advised, the University does not cover nor assume medical expenses or liability for students. Students interested in obtaining medical insurance through the CSU Domestic Student Health Plan can view information at <http://www.csuhealthlink.com/> (under Cal Poly San Luis Obispo, domestic students, brochure) or call Cal Poly's Health Services at (805) 756-1211.

(b) The University shall have no liability for the loss or destruction of, or damage to, the student's property kept in the living unit or caused by any third parties. The University does not assume liability for a student's personal belongings, including during periods when the Licensee is not in occupancy or after the term of occupancy has expired. The University shall not be held liable for the loss or damage of the personal property of the Licensee. The University has no insurance to cover loss or damage of the personal property of the Licensee; therefore, the University recommends that individuals contact their insurance carrier for coverage options available.

XIV. VISITORS AND GUESTS

Licensee shall permit no visitors or guests to enter the housing facility except as permitted by Section 7 in the "Summary of Housing Facility Regulations" portion of this License and in accordance with the guest policy as outlined in the *Apartment Handbooks*.

XV. NONWAIVER

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

XVI. TAXABLE POSSESSORY INTEREST

It is the position of the University that this License Agreement does not create a taxable possessory interest in real property. However, pursuant to Revenue and Taxation Code No. 107.6, the Licensee is hereby notified that a taxing authority may take a contrary view and may assess the Licensee property taxes based on Licensee's interest in this License Agreement.

XVII. SPECIAL CONDITIONS AND DISCLOSURES

Licensee shall avoid contact or exposure to conditions that may be considered hazardous. The Licensee is hereby notified that on-campus housing, which includes the residence halls, Cerro Vista Apartments, Poly Canyon Village, and general surroundings, may contain conditions or equipment that may pose a risk to the Licensee. Cal Poly's University Housing staff will take reasonable steps to insure that all hazardous areas are secured or posted with appropriate warning signs. These conditions may include, but are not limited to, electrical substations, high voltage transmission lines, electrical transformers, or mechanical equipment.

Licensee may encounter building conditions or materials, within or surrounding the physical living environment, that may be considered hazardous. Licensee shall minimize contact, exposure and report unsafe conditions. These conditions and materials may include, but are not limited to, asbestos, lead, mold, cleaning chemicals, moist conditions or pesticides. The University maintains trained personnel to assist in the identification and response to hazardous conditions and materials. The University maintains written records of identified hazardous materials and their locations or uses.

On-campus housing complexes are in proximity to an electrical substation and overhead high voltage transmission wires. While not conclusive, scientific controversy exists over possible health effects associated with exposure

to electromagnetic fields from electrical sources such as transmission lines and substations. This area is fenced and clearly marked with warning signage. Licensee is to avoid any contact and not enter this area at any time.

For additional details on hazards or conditions that may exist within the University community, please contact the Housing and Business Services Office at (805) 756-1587 or the University Risk Management Office at (805) 756-6755. Please see the *Apartment Handbooks* for further details.

SUMMARY OF HOUSING FACILITY REGULATIONS

Summary Table of Contents

- 1. *Payment***
- 2. *Standard of Community Living***
- 3. *Liability***
- 4. *Smoke-free Environment***
- 5. *Occupancy***
- 6. *Maintenance of Premises***
- 7. *Visitors and Guests***
- 8. *Housing Facility Regulations***

1. *PAYMENTS*

- (a) To secure a space in Apartment, students must agree to the online "*Apartment Student Housing License Agreement*" and make payment (as outlined below).
- (b) Housing Payments:
 1. Housing payments may be made online at: <http://studentaccounts.calpoly.edu>.
 2. Students receiving certain types of student loans and/or grants that are sufficient to cover Housing costs in full, may be able to have Housing paid from these Financial Aid funds. Indicate payment by "Financial Aid" during the online application process.
 3. Payments by check/money order should be made payable to "Cal Poly" for

the amount due and submitted to the Cal Poly State University, University Cashier, Building 01, Room 131E, Cal Poly, San Luis Obispo, CA 93407-0503, or pay at the University Cashier, Building 01, Room 131E (8 a.m. to 4:30 p.m., Monday through Friday).

- (c) Dining plans for Freshmen is mandatory. Payments and refunds for dining plans are handled separately from Housing. Contact University Dining for information and to make arrangements.

Dining plans for transfer or returning Cal Poly students (Sophomore status or higher) is optional.

- (d) For your records, keep copies of the “*Apartment Student Housing License Agreement*” and these Housing Terms and Conditions.

Individual bills are not sent to Licensees for each installment. Licensees who are on the installment plan are responsible for seeing that their payments are made by the due dates shown on the “*Apartment Student Housing License Agreement*” form. A late fee of \$25 will be charged for payments received after the deadlines.

2. **STANDARD OF COMMUNITY LIVING**

Because on campus apartments are student communities, it is important to acknowledge and respect the rights and needs of others. This is especially true in reference to noise. All Cal Poly residential communities operate under continuous 24-hour Courtesy Hours, meaning that regardless of the time of day, any amplified sound or activity loud enough to be heard outside a living unit should be curtailed. All residents agree to observe courtesy, quiet, and special quiet hours as stated in the *Apartment Handbooks*. **THE RIGHT TO QUIET SUPERSEDES THE RIGHT TO MAKE NOISE.**

3. **LIABILITY**

- (a) Personal property left in the Licensee’s living unit after expiration, termination, or cancellation of this “*Apartment Student Housing License Agreement*” will be disposed of in accordance with applicable state law. The University is hereby relieved

of any liability for personal property left on the premises.

- (b) The University assumes no liability for injuries, loss, or damage, including death, due to student use of apartment facilities including, but not limited to, kitchens, recreational equipment, elevator, etc.
- (c) The Licensee shall be liable for any loss or damage caused to the community, the apartment or furnishings provided by the University (including leaving said apartment or furnishings in a unsanitary or hazardous condition) and shall pay any and all damage charges upon presentation to the Licensee of a statement of charges.
- (d) The Licensee also shares, with his/her assigned roommates, liability for condition of the apartment and its furnishings if individual liability cannot be determined.

4. **SMOKE-FREE ENVIRONMENT**

Smoking of any substance is prohibited throughout the housing facility system at Cal Poly. This includes, but is not limited to, smoking in all living units, walkways/hallways adjacent to living units, the Community Center, laundry rooms and recreation areas. As per State codes and University policy, smoking is only permitted in designated smoking areas. Students are encouraged to use safe and appropriate smoking areas. Compliance with the smoke-free policy helps to promote a healthy and safer environment for all students. Cigars, pipes, hookahs, or vaporized substances are prohibited at all times.

5. **OCCUPANCY**

- (a) The University assigns roommates to a specific apartment on the basis of information provided on the application and without regard to race, religion, sexual orientation, national origin or disability and does not guarantee specific apartments or roommates. The University shall have the right to reassign the Licensee to a different apartment without the consent of the Licensee prior to or during the term of the contract.
- (b) The Licensee may not transfer to any other University housing space without first obtaining the expressed written permission of the Housing Administration Office.

This does not imply that permission will be granted. Furthermore, any transfers taking place without the expressed written permission of the Housing Administration Office will be seen as void and may result in the student returning to his/her original housing space and facing disciplinary action. Instructions and regulations for room changes are outlined in the *Apartment Handbooks*.

- (c) All Licensees are issued a key/key card to the living unit into which they are assigned at the time they check into the housing facility. Each Licensee is responsible for his or her own key/key card and under no circumstances are keys to be duplicated or loaned to another individual. Any attempt to duplicate keys or key cards is a violation of state policy and may be punishable by law. The lock core is changed whenever a key is lost or stolen. The charge for a lock change is \$75.

(d) The rental period does not include the academic break between Fall and Winter Quarters. Apartments are closed during this break from 12 noon, December 14, 2009, until 12 noon, January 2, 2010. A charge for recovery costs for related and appropriate operating expenses will be assessed to any resident who has not vacated by the December noon deadline.

- (e) Continuing Licensees may leave their personal possessions in their living unit or, with approval, in a University designated storage area during holidays and periods between quarters; however, the University assumes no liability for personal belongings. They are left at the risk of the Licensee.
- (f) In the event that one or more of the Licensees moves out of the living unit, University Housing reserves the right to assign new roommate(s) or to reassign the remaining roommate(s) to another living unit in order to consolidate space. The Licensees agree to accept assigned roommate(s).
- (g) If there is an increased need for housing space on campus, it may be necessary to modify the design of the living community areas to maximize living spaces.

6. ***MAINTENANCE OF PREMISES***

- (a) The Licensee shall not attach any object to the premises by nails, hooks, or screws. Masking tape is recommended for hanging of posters. Unapproved alterations of the housing facilities or grounds is prohibited.
- (b) The Licensee shall not bring or maintain any water bed on the premises.
- (c) Remodeling, painting, or renovation of any living unit or furniture is not permitted without the prior written consent of the Executive Director of University Housing. Bumper stickers and decals are prohibited on doors, walls, and furniture due to the permanent markings caused when used. Closet doors, screens, beds, desks, etc., cannot be removed and/or taken from the room. Boards placed across the tops of bookcases are prohibited.

7. ***VISITORS AND GUESTS***

Residents are responsible and accountable at all times for their own actions as well as the actions and behavior of their guests and visitors. In addition, the Licensee is responsible for ensuring that guests are informed about and abide by all rules of the University and the terms outlined in the *Apartment Handbooks* and these Terms and Conditions. The Licensee will be held liable in those instances when his/her guest does not abide by such rules or regulations or for behavior that is detrimental to the welfare of residents or the physical property of the living unit. Harassment and aggressive behavior is not permitted.

The Licensee shall permit no visitors or guests to enter the housing facility except as permitted by the following policy. Residents are responsible for their guests' and visitors' behavior at all times. An overnight guest must have the approval of all apartment roommates and the Community Advisor. Residents shall register all overnight guests at their apartment front desk. Any unapproved guest will be required to leave. For approved guests, there is no charge for the first two days of housing facility use per calendar month. A \$10 guest fee is charged for each day of such use in excess of two days per calendar month. No guest may stay in housing for more than two days per month without payment of guest fees. Guests without prior approval are

charged a \$20 guest fee for each day of use. No guest may stay longer than four nights per month.

8. HOUSING FACILITY REGULATIONS

Students who live in University housing are expected to maintain a high level of responsibility, maturity, and accountability for their actions. Residents are expected to reside in this campus apartment facility in a manner that is respectful to the University and the San Luis Obispo community. When students sign the Housing License to live on campus, they agree to live by the policies and community standards of the University housing community. Residents are expected to respect the rights and privacy of other residents and adhere to all Federal and State laws and University regulations. Physical or verbal abuse or harassment against any member of the University housing community is prohibited. Professional and paraprofessional housing staff are duly constituted authorities representing the University in or around housing facilities. All Licensees are required to cooperate with them in the performance of their duties. Failure to do so may result in disciplinary actions through the judiciary process as outlined in the *Apartment Handbooks*.

- (a) The Licensee shall take reasonable care to prevent damage to the premises by fire or other causes. No open fires, personal barbecues, hibachis, camp stoves, dangerous chemicals, (e.g. gasoline, cleaning solvents, etc.) are permitted in or around on-campus housing, which includes on campus apartments and residence halls. This includes such items as candles and “Sterno” devices. Burning incense is prohibited.

(b) Weapons are prohibited on campus. No Licensee shall possess or discharge BB guns, sling shots, pellet guns, paint guns, air-soft guns, ammunition, fireworks, explosives, or any other instrument or material which poses an unreasonable risk of damage or injury, in or around the housing facilities. Knives are prohibited. Violators of this policy will go through a full disciplinary review. Disciplinary actions, including revocation of housing license with no refund of housing fees, may be invoked.

- (c) Due to the obvious potential for personal injury and/or damage to living units, no

liquid or objects (such as frisbees, soccer balls, water balloons, etc.) may be thrown or rolled out of windows, in hallways or walkways, or down stairwells. Water fights are not permitted at any time.

- (d) The improper discharge of a chemical agent (e.g., mace, pepper spray) in or around University housing facilities is prohibited.
- (e) Darts and dart boards are not allowed in or around University housing facilities.

(f) The University is governed by the Health and Safety laws of the State of California that pertain to use, sale, and possession of drugs. Being under the influence, unlawful possession, use, or distribution of drugs is prohibited. The use of prescribed drugs or over-the-counter drugs in an abusive manner is prohibited. Drug paraphernalia is also prohibited in or around any on campus apartments. Any drug and/or drug paraphernalia will be confiscated by the proper authority. Violations of the drug policy will result in disciplinary action and may result in revocation of the Housing License with no refund of housing fees. Licensees are to be knowledgeable about the “Community Standards of Conduct and Policies” that are referenced in the *Apartment Handbooks*.

(g) Underage use of alcohol is prohibited. University Housing’s apartment living communities have specific rules regarding alcohol. All State and California laws regarding alcohol are followed; this includes but is not limited to underage drinking, distribution, being under the influence, etc. Licensees are required to follow and be knowledgeable of the “Alcohol Policy” as defined in the community handbooks. The inability to exercise care for one’s own safety, or the safety of others as a result of alcohol consumption, is a violation of the alcohol policy. Violations will result in disciplinary actions and may result in revocation of the housing license with no refund of housing fees.

- (h) The Licensee shall **not bring or keep any animal in or around** University housing other than fish in aquariums. The maximum fish tank capacity allowed in each apartment is twenty gallons. The University is not

responsible for the loss or damage of personal property. The harboring, feeding or possessing of any animal in or around the Cerro Vista Apartments, Poly Canyon Village, or residence halls is not allowed. No “visiting” pets are allowed in or around Licensee’s living unit or in the Community Center.

- (i) The University provides analog telephone service. This service and equipment is installed and maintained by the University, and any alterations or tampering with this service and equipment may result in a disciplinary action. In addition, the University may levy a service charge to correct difficulties due to unauthorized tampering with the service and/or equipment.

Basic telephone charges and local calls are included in housing fees. For long distance/toll calls, students need to use either prepaid calling cards, phone company calling cards or personal cell phones.
- (j) Licensee shall not permit any other person to occupy their assigned space.
- (k) Personal Care — Each Licensee is responsible for their own self-care, which is defined as appropriate personal hygiene, mental health, management of medical conditions or illnesses and/or disability-related personal needs.
- (l) Due to a variety of risks, halogen lights and multi-socket plugs, holiday lights, light strips are prohibited. Only extension outlets/surge protectors with fuses are allowed.
- (m) No personal refrigerators or freestanding freezer units of any size are allowed in bedrooms.
- (n) Within the University housing system, in or out of their apartment, a Licensee shall not possess or display signs or similar articles which are not the property of the Licensee, and which are in the Licensee’s possession without the permission of the owner thereof. Public property signs or lighted neon signs are not permitted at any time.
- (o) Objects placed in windows are permissible only if they are meant to enhance the interior decor of the living unit and do not block the

use of the window. Signs, flags, posters or any other objects that impede the use of the window, to see through or to let in light, are not permitted. Window coverings installed in each room are not to be modified and, along with windows and window screens, must be kept in place at all times. Nothing is to be adhered to or posted on the inside or outside of apartment doors.

- (p) Motorcycles, mopeds, motor scooters, or similar motor-driven vehicles cannot be taken into any University housing building or living units for any reason. They may not be parked or operated on or in walkways, hallways, sidewalks, stairwells, patios, or lawns in and around housing facility areas.
- (q) Possession, display, and/or distribution of “obscene matter” as defined in the *California Penal Code*, Section 311, et seq., or lewd behavior, is unlawful and therefore violates campus policies.
- (r) Lofts, raised beds, or the use of other bed structural modifications; such as, PVC, cinder blocks, metal pipes, etc., are not allowed in the living units.
- (s) All University-owned furniture, equipment and appliances must be maintained in its assigned room or area (i.e., bedroom, living room, kitchen, etc.). Misuse or abuse of furniture, appliances, equipment and buildings is prohibited.
- (t) In addition, the provisions of Sections 41301 and 41302 of Title 5 of the *California Code of Regulation*, which relates to student conduct on campus, are applicable to the on-campus University housing system. A copy of these regulations is available at the Library, in the class schedule, and is posted on the University official bulletin board in the Administration Building.
- (u) Licensees must keep outside doors locked and fire safety equipment operational. Tampering with security and fire equipment is prohibited and is a violation of state and federal laws. Violations will result in disciplinary actions and may result in revocation of the housing license with no refund of housing fees.
- (v) Soliciting is not permitted.

- (w) The operation of any personal or outside business utilizing Housing facilities or resources is not allowed.
- (x) Illegal gambling anywhere on State property is prohibited (e.g., activities played for money, checks, credit or other representative value).
- (y) Unauthorized presence on rooftops, ledges or areas marked for restricted access in any housing facility is prohibited.
- (z) The installation of any door or area locks other than those provided by University Housing is prohibited.
- (aa) A gathering of more than eight total individuals in an apartment or common area without the approval of the Coordinator of Student Development is in violation of policy. Failing to comply with the policies for a registered gathering is prohibited.
- (bb) To avoid any misunderstanding concerning the License Agreement, we advise you that University Housing staff do not enter into any oral agreements or make or rely on any oral representation concerning license agreements. The entire "*Apartment Student Housing License Agreement*" is expressed in writing and the License Agreement supersedes any understanding that may have been understood verbally and neither the Licensee nor staff are relying on any oral agreement or representation or any understanding of fact or law that is not expressed in writing.
- (cc) Residents have a responsibility to take appropriate action (including, but not limited to, informing a Residential Life staff member) if they become aware of any policy violation.
- (dd) Any Licensee who knowingly causes any hazardous substance (e.g., motor oil, antifreeze, battery acid, paint, pesticides) to be deposited into campus storm drains or natural drainage systems or upon any campus road or property shall be liable for payment of the complete cost of cleanup. Such persons may be subject to fines or imprisonment (Penal Code 374.8).
- (ee) Tampering with, or removing, blinds, windows or window screens from any part

of the building is prohibited. Addition of a front screen door is not allowed.

- (ff) Shaking, cleaning, hanging or placing any articles from the windows, outside window ledges or on outside hallways/walkways of the living unit is prohibited.

- (gg) All electronic devices must be turned off and unplugged from power outlets during the winter break (December 14, 2009, through January 2, 2010). Electronic devices include, but are not limited to, computers and all related devices, clock radios, television sets, and stereos. Fish tanks that meet the guidelines in Section (h), and refrigerators, will not be unplugged.

(hh) Network authentication is required prior to campus computer network log-in. Unauthorized use, tampering with, or damage to, any part of the computer network connectivity system and/or violation of policies as stated in the University's "Responsible Use Policy" and/or University Housing's "ResNet Use Guidelines" located at the Housing website (housing.calpoly.edu) is prohibited. Violations result in permanent loss of computer network connectivity privileges to the Cal Poly network and possible revocation of the "Apartment Student Housing License" (see Section VI—Revocation of License Agreement.)

- (ii) To help students prepare for exams at the end of each quarter, throughout final exams week, all housing facilities will observe 24-hour Quiet Hours.
- (jj) Please be advised, University Housing is required to participate in Federal and State Government data collection/census processes. This can occur at any time throughout the year and residents may be asked periodically to participate in these processes.