### Student Housing License Agreement 2025-2026

This License Agreement (contract) is entered into between the Trustees of the California State University by California State Polytechnic University, Pomona (CPP), hereafter referred to as "University," and the housing applicant, hereafter referred to as "Licensee."

The License Agreement is subject to and incorporates the regulations contained in Title 5 of the California Code of Regulations, Articles 5 and 6 of Subchapter 5 of Chapter 1 of Part V (Sections 42000 through 42103) and the Student Conduct Code.

By completing and acknowledging the Student Housing License Agreement, you agree to comply with the terms and conditions, policies and regulations, and community guidelines which are included as part of this agreement, and any subsequent amendments.

# **Housing Terms and Conditions**

# I. Eligibility

- A. To qualify for a space in the residence halls or on-campus suite, a student must be enrolled in an academic program at CPP. Students must satisfy one of the following statuses:
  - i. Enrollment: Student must be enrolled in a minimum of six (6) units for each academic term. The University, in its sole discretion, may permit student to license student housing without being enrolled in the minimum units. Typically, this is limited to Summer session(s).
  - ii. Admission: Student must be admitted on conditional or transitory status.
  - iii. Other: Individual must satisfy other conditions with written approval of the University.
- B. The University may revoke the License Agreement if Licensee fails to meet the eligibility requirement. If the Licensee's provisional student admission is rescinded, or the Licensee is disqualified between semesters, the Licensee is responsible for notifying CPP University Housing Services (UHS) immediately in writing.

# II. Agreement and Fees

- A. The Housing License Agreement is a binding agreement between the University and the Licensee. This agreement is based on the specific occupancy period dates.
- B. The Licensee understands that this license is not a lease or rental agreement for the exclusive use of a living unit. This license is not intended to create any interest in real property, taxable, possessory, or otherwise.
- C. The Licensee is responsible for payment of housing fees for the period of the License Agreement. Fees must be paid by the payment due dates as specified in the Cost Table and posted on the UHS website.
- D. The Licensee is obligated to this agreement for the license period unless the Licensee's agreement is approved for cancellation (see Article IV, Cancellation of License Agreement).
- E. If the Licensee is under 18 years of age at the time of agreeing to this License Agreement, the Licensee's parent or court-appointed guardian must guarantee Licensee's obligation pursuant to the Housing License Agreement through the completion of the Minor Guarantor Agreement.
- F. The Licensee must comply with CSU systemwide Executive Order 803 to ensure students are educated about and receive immunizations to prevent potentially serious and contagious diseases. Proof of immunization must be filed with Student Health and Wellness Services in accordance with university procedures.
- G. Exact balance due will be determined by final room type assignment. Room rates are specified in the Cost Table and posted on the UHS website.
- H. Payments can be made online through BroncoDirect or at the Cashier's Office located in the Student Services Building (SSB, Building 121).
- I. Initial Payment
  - i. An initial payment of \$450 must be paid or deferred by the published deadline, or immediately following the application submission if the deadline has passed, to be considered for UHS housing.
  - ii. The initial payment is applied to the Licensee's first term rent fees.

iii. The initial payment may be refunded to students who do not receive a UHS housing assignment and wish to cancel their application, including those who may be placed on a waiting list.

### J. License Agreement Term Dates

- i. Academic Year Term: Sunday, August 17, 2025, through Friday, May 15, 2026, at 5:00pm.
- ii. Spring-Only Term: Friday, January 16, 2026, through Friday, May 15, 2026, at 5:00pm.
- iii. Winter Break Closure: Sunday, December 14, 2025, through Thursday, January 15, 2026; Licensee must vacate during this period, meal plans are not active.

#### K. Fee Periods

- i. Fall 2025: Wednesday, August 20, 2025, through Sunday, December 14, 2025, at 5:00pm.
- ii. Winter Break Closure 2025-2026: Sunday, December 14, 2025, through Thursday, January 15, 2026, require stayover request approval and will be charged applicable daily rates.
  - a. Residents who are approved for cancellation prior to Spring will be charged for any days beyond Fall period for cancelled agreements with the applicable daily rate listed in Article III, Section G of this agreement.
- iii. Spring 2026: Friday, January 16, 2026, through Friday, May 15, 2026 at 5:00pm.

# L. Payment Schedule

- i. Semester Installment Payment (licensee is automatically enrolled in this option)
  - a. Fees are posted once per semester with three (3) installment dates per semester: Fall Dates are August 20, 2025, September 15, 2025, and October 13, 2025; Spring Dates are January 14, 2026, February 9, 2026, and March 9, 2026.
  - b. A \$10 administrative fee is added to the Spring Semester.
- ii. Full Academic Year Contract Payment (licensee must request enrollment in this option by emailing <a href="mailto:housing@cpp.edu">housing@cpp.edu</a>)
  - a. Fees are posted once for the full academic year: Date August 20, 2025.
- iii. Licensee agrees to review account balance information regularly through BroncoDirect and make payment on or before published due dates, reflective of deadlines.
- iv. Remaining financial aid/scholarship funds after tuition fees are paid will be automatically applied to charges on the student account, inclusive of housing fees.

### M. Adjustments to Housing Fees

- i. If the Licensee is assigned to a space after the License Agreement begins, the Licensee will be charged a prorated fee for the balance of the agreement.
- ii. The University reserves the right to revise rates upon 30 days written notice.

# N. Utilities

- i. The following utilities are included in the housing fee: water/sewage, electricity, garbage/waste disposal, internet, and other utilities and services supplied to the premises.
- ii. Licensee agrees utilities are intended for normal residential use. Evidence of excessive use may result in notice, reimbursement of additional costs, and/or revocation of the Housing License Agreement.
- iii. Licensee agrees to obey the directives of the State of California concerning energy conservation. As a result of such directive, air conditioning is not guaranteed, and other utilities may be limited.
- iv. University/UHS shall not be liable for any interruption or failure of utility service on the premises and Licensee shall have no rights or claims as a result of any such failure.

#### O. Meal Plans

- i. UHS collects meal plan fees on behalf of Cal Poly Pomona Enterprises, Inc., the contracted provider of dining services at CPP.
- ii. All residents are required to purchase a meal (board) plan determined by their community assignment; the meal plan is for the entire term of their Housing License Agreement.
  - a. Residents will make a meal plan selection prior to completion of the Housing License Agreement.
  - b. All other inquiries (cancellation, dietary needs, meal swipe and dining dollar balances, etc.) regarding the meal plan must be directed to Enterprise Dining Services.
- iii. Meal plans are active with dinner service on the following dates unless terminated earlier in accordance with the provisions of the License Agreement:
  - a. Fall 2025: First meal begins on August 15, 2025; last meal ends on December 14, 2025.
  - b. Spring 2026: First meal begins on January 16, 2026; last meal ends on May 15, 2026.
- iv. Specific meal plan information can be found at the Cal Poly Pomona Enterprises, Inc. dining services website.

### III. Occupancy

### A. Occupancy Period

- i. Academic Year: University hereby grants to Licensee permission to occupy an assigned space within the housing facility as a Licensee for the 2025-2026 academic year, beginning the date of move-in, and ending by 5pm on Friday, May 15, 2026.
  - a. Winter Closure 2025-2026: Sunday, December 14, 2025, through Thursday, January 15, 2026, housing occupancy requires stayover request approval and applicable daily rate charges.
  - b. Approved Early Termination of the Housing License Agreement: Should Licensee request to cancel the Housing License Agreement or otherwise be terminated from housing occupancy beyond the Fall 2025 term, the occupancy period will end at 5pm on Sunday, December 14, 2025.
- ii. Spring Only: Spring 2026 occupancy begins on Friday, January 16, 2026, and ends by 5:00pm on Friday, May 15, 2026 unless sooner terminated under the provisions of the Housing License Agreement.
- iii. Licensee is required to sign up for a move-in appointment time prior to moving in. Additional precautions and safety measures may be issued for any move-in and move-out period.

### B. Occupancy of Bed Space

- i. University shall assign each Licensee to a specific bed space within the facilities. University reserves the right to change room assignments, assign a new Licensee, or reassign a current Licensee to any unoccupied bed space at any time. University reserves the right to consolidate vacancies in the interest of health, discipline, occupancy, or for the general welfare of the Licensee.
- ii. Licensee shall vacate the housing facility on the expiration of the license period, or upon revocation of the Housing License Agreement. Licensee who withdraws from the University or has their Housing License Agreement revoked must vacate their assigned residential space within three (3) calendar days unless a UHS administrator grants written permission for additional days of occupancy.
- iii. Occupancy of the housing facility after the license period, revocation of the Housing License Agreement, or published Housing Fee period will be charged at the applicable daily rate listed in Article III, Section G. University reserves the right to assign improper checkout fees to Licensee for late or incomplete checkout.
- iv. Licensee may not sub-lease space to another individual and may not list the residential unit on a room-sharing or home-sharing platform or application. Licensee agrees to policies regarding guests in the residential space as specified and agrees that Licensee will be the sole occupant of the space.

#### C. Unclaimed Space/No Show

i. Failure to check-in and claim assigned housing space, or failure to make alternative arrangements for late move-in within three (3) days of the specified move-in date may result in revocation of the Housing License Agreement. Move-in dates are listed in Article II, Sections G and K as applicable. Financial penalties may apply in accordance with Article V, section C.

### D. Use of Premises

- i. Licensee agrees that assigned space is licensed for residential use only. Licensee shall not use the space as a business address nor conduct business activities on the premises. Conducting business activities includes (but is not limited to) using the residential unit address as a mailing address for business-related activities, utilizing University networks to host business-related functions and/or websites, and/or operating a business out of a residential unit or upon the grounds of the residential community. Licensee additionally agrees not to permit the residential unit to be used for illegal purposes or to engage in illegal acts within the residential unit or upon the grounds of the residential community.
- ii. Licensee understands and agrees that no lease or any other interest in real property is created by this Agreement.

# E. Room and Hall Assignment and Changes

- i. The University shall assign each Licensee a bed space in a particular room. The Licensee may only occupy the assigned bed space.
- ii. Where possible, the University will try to accommodate the Licensee's room request.
- iii. Requests to change rooms and/or transfers between residential halls may be made using the Room Change Request Form available through the Housing Portal. Resident requested room changes may only occur with UHS administrative staff approval and with direction during specific periods of the semester.
- iv. Failure to move to a new room as directed by staff, or failure to adequately accommodate a new roommate/suite mate within a shared residential unit, are violations of the License Agreement. University reserves the right to charge Licensee for usage of additional bed space and/or cleaning/damage costs if Licensee occupies multiple bed spaces in a shared residential unit.
- v. Licensee shall consolidate (move into another room or have someone move into their room) when directed based on their room having an open bed space. Failure by Licensee to do so by the date required will result in the

- Licensee being charged at the single room rate.
- vi. Specific assignment to a space in a residence hall or on-campus suite shall be made by the university at the time of occupancy and may be changed from time to time at the university's sole discretion in the interest of health, discipline, vacations, recesses, administrative necessity, and/or general welfare of the Licensee(s).

#### F. Checking In and Checking Out

- i. Checking In: When checking into the residential community, Licensee must complete an online Room Inspection upon review of the room/unit. This must be submitted within five (5) days of occupancy.
- ii. Checking Out: When checking out of the residential space, Licensee must return the room/unit to the original configuration and condition; turn in all keys and/or key cards (if applicable); and remove all personal property. Check out completion is determined by the date that the Check-Out and Key Return Envelope is received by UHS. It is the Licensee's responsibility to follow proper University check-out procedures (Licensee should check with their residence hall staff and read UHS communication for proper check-out procedures); failure to do so may result in improper checkout charges at the behest of University.
  - a. Shared living spaces within the residential unit, including (but not limited to) living rooms, kitchens, bathrooms, and patios/balconies are the shared responsibility of all residents in the residential unit. During the closing date of each term, any cleanliness or damage charges associated with these spaces will be split equally by percentage between all residents living in the space up to 30 days prior unless all residents of the unit agree in writing as to who will take responsibility for damage and/or cleanliness charges. Recognizing that individual circumstances may differ, University reserves the right to exercise discretion in assigning cleanliness and damage charges as necessary.

### G. Daily Rate for Early Arrivals and Stayovers

- i. The \$40 daily rate will be billed for housing outside of the Occupancy Period regardless of building assignment or room type.
  - a. Housing License Agreements terminated or ending following the Fall 2025 term are bound to the applicable daily rate beginning after 5:00pm on Sunday, December 14, 2025.
  - b. Any Licensee approved to move in prior to Sunday, August 18, 2025 (Academic Year term) or Friday, January 16, 2026 (Spring-Only term) is bound to the applicable daily rate.
  - c. Any stayovers past Friday, May 15, 2026, will be subject to the applicable daily rate.
  - d. The terms and conditions of this License Agreement are applicable during early arrival and stayover periods.

### IV. Cancellation of License Agreement (by Licensee)

- A. Licensee must request to cancel their Housing License Agreement and room reservation by requesting a Petition to Cancel online form from UHS.
- B. Cancellation Prior to Published Cancellation Deadline
  - i. Licensee may cancel their Student Housing License Agreement by the published Cancellation Deadline listed below. Licensee will be refunded their \$450 initial payment, with no additional financial penalties, if a written cancellation is submitted at least forty-five (45) days before the start of the published Fee Period specified in Article II, Section H.
  - ii. Cancellation Deadlines:
    - a. 2025-2026 Academic Year: Sunday, July 6, 2025
    - b. 2026 Spring Only Agreement: Tuesday, December 2, 2025
  - iii. License Agreements signed after the published cancellations dates are subject to the terms of "Cancellation After Published Cancellation Deadline" (Article IV, Section C).

#### C. Cancellation After Published Cancellation Deadline

- . The Housing License Agreement is a legal and binding contract between the Licensee and the University for the full license period stated. Any Licensee who wishes to terminate the License Agreement shall request a Petition to Cancel online form available from UHS, which should be submitted at least thirty (30) days prior to intended check out date. The reason for cancellation is limited to the cancellation standards noted in this agreement. Cancellation requests must include appropriate explanation (personal statement) and supporting documentation sent via email to <a href="mailto:housing@cpp.edu">housing@cpp.edu</a>. The University, at its sole discretion, will decide to grant or deny the request.
- ii. Cancellation requests of the Housing License Agreement based on the following life events will be approved with no penalty if submitted before the end of the current term, and prior to any future term for which the resident has requested to cancel. Any overstays past the published Fee Periods in Article II, Section K, may result in the applicable daily rate charge as published in Article III, Section G.
  - a. Graduation

- b. Marriage (copy of official marriage certificate required)
- c. Military Service (copy of military orders required)
- d. International Program or Student Exchange Program ending (letter of program ending required)
- e. Change in Student Status Withdrawal, Dismissal, Academic Disqualification, Leave of Absence, etc.
- f. School Transfer (confirmation of enrollment required)
- iii. Hardship Considerations: Hardship occurring after the published cancellation deadline is considered if unexpected and outside of the Licensee's control; proof of hardship must be supported by appropriate documentation. Approval is at the sole discretion of the University.
  - a. Medical Hardship: A release due to medical hardship must include a written statement on letterhead from a licensed medical provider indicating how living on campus affects the Licensee's documented medical needs and treatment. Accessibility-related claims must also be accompanied by a recommendation from the CPP Disability Resource Center (DRC).
  - Financial Hardship: A release due to financial hardship must include verification appropriate to the
    circumstance and must demonstrate an unexpected loss of finances outside of the control of the licensee.
     Licensee must submit copy of current academic year financial aid award summary for evaluation in addition
    to appropriate documentation of the unexpected financial loss.
- iv. Enrollment exclusively or primarily in online learning courses is not grounds for cancellation of the Housing License Agreement.
- v. Cancellation Request by Minors: In the event the Licensee is under the age of 18 at the time the Housing License Agreement is executed, the request for cancellation of the License Agreement must be accompanied by the written consent of a parent or guardian.
- vi. If the Licensee is evicted from university housing, voluntarily leaves university housing, or is suspended from the university, Licensee shall be billed the full fee period of the license (academic year), any charges for damages and cleaning, and all additional fees payable under this License Agreement.

#### D. Cancellation Administrative Decisions

- i. If the request for cancellation is granted by the University, the financial obligation to the Licensee may include:
  - a. Occupancy Fees: A proration of the term Housing Fee for dates of occupancy and/or room reservation, including daily rate charges as specified by Article III, Section G, for days after the term fee period ends.
  - b. Termination Notice Fee: Up to a thirty (30) day termination notice fee for cancellations received after published Cancellation Deadline. Termination notice fees are determined by the applicable daily rates published in Article III, Section G.
  - c. Early Termination Fee: Up to a thirty (30) day early termination fee for cancellations approved during occupancy period. Early termination fees are determined by the applicable daily rates published in Article III, Section G.
  - d. Improper Checkout Fee: Licensee is responsible for arranging and completing all necessary check-out procedures, including return of key(s) and/or key card(s) through UHS-communicated methods (see Article III, Section F, Subsection ii).
- ii. Licensees with approved cancellations vacating from on-campus housing after the Fall fee period are bound to additional charges based on the applicable daily rate associated with their residential space, as published in Article III, Section G.
- iii. Denied Cancellations
  - a. If the request for cancellation is denied, Licensee remains responsible for all fees outlined in the Housing License Agreement.
  - b. Abandonment of the premises is not a release of financial obligation to the Licensee.

### V. Revocation of License Agreement (by University)

- A. The University may revoke this License Agreement and assess in its sole discretion, Licensee for room and board charges for the full occupancy period plus non-refundable fees upon any of the following conditions:
  - i. Breach of any term of this License Agreement or any Addendum hereto, specifically including, but not limited to, breach of any of the Policies and Community Expectations including but not limited to policies referenced in this License Agreement and any Addendums.
  - ii. Nonpayment of License fees.
  - iii. Breach of any of the provisions of Sections 42000, et seq. of Title 5, California Code of Regulations.
  - iv. Failure of Licensee to maintain status as a student at the university due to academic dismissal or all other withdrawals. Residents must be regularly enrolled in an approved academic program as a matriculated student at CPP.

- v. Administrative necessity of the university. Administrative necessity exists when any condition not reasonably foreseen at the time of confirming a reservation, issuing a license, or renewing a license occurs and prevents the university from making or continuing to make a housing facility available to the licensee.
- vi. Student fails to claim space or otherwise notify housing of an alternate move-in date within three (3) days of the start date their Housing License Agreement.
- vii. Licensee must be a regularly enrolled student who remains in an approved academic program throughout the license period. If the Licensee's provisional admission is rescinded, or Licensee is academically disqualified, the Licensee may not occupy a bed space within the Housing facility and must cancel the Housing License Agreement in writing.
- B. The University shall give Licensees not less than three (3) days written notice in the event of an occurrence described above in Section A, Subsections i-vii, exception for cases of emergency.
- C. If the university revokes the License Agreement, Licensee will be assessed charges as outlined in Article IV.

### VI. Abandonment or Termination by Licensee

Except as permitted in Article 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 for so long as the university does not terminate Licensee's right to possession.

### VII. Disposition of Property

Any property of Licensee remaining in the housing facility after abandonment, termination, eviction, or revocation of this license may be removed and stored by University at the expense and risk of Licensee and will be disposed of pursuant to the laws of the State of California as outlined in Title 5, Section 42375, entitled Care, Restitution, Sale or Destruction of Lost Property, and Section 42376, entitled Proceeds of Sale. Property may be claimed by Licensee or authorized agent upon payment of storage fee in full, pursuant to the laws of the State of California as outlined in Title 5, Section 42375.

### VIII. Vacating the Housing Facility

Any Licensee who requests to vacate a housing facility shall give at least thirty (30) days written notice of intention to vacate and the reason(s) for it. The university, using the standards established pursuant to Title V, Section 42017, may grant or deny the request to vacate. Licensee shall vacate the student housing facility to which the Licensee is assigned on the expiration of the license period, or upon termination of the license to use the facilities, or revocation of this License Agreement, whichever occurs first. Any Licensee who does not vacate the student housing facility as required by this Article 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. The university may charge any other applicable fees or charges. Any property of the Licensee remaining in the student housing facility may be removed and stored by the university (see Article VII).

### IX. Nonpayment of License Fees

- A. Failure of Licensee to satisfy the financial obligations of this License Agreement may, at the sole discretion of the University, result in one or more of the following:
  - i. Revocation of the License Agreement with financial penalties as noted in Article V.
  - ii. Withholding of University services pursuant to Title 5 subsection 42381.
  - iii. Offset of loans, grants, or scholarships payable through university, and/or tax refunds through the Franchise Tax Board.
  - iv. Notification of default to credit bureau organizations.
  - v. Employment of a collection agency to collect all delinquent amounts. Any attorney fees and other reasonable collection costs and charges accrued during the collection of said amounts are the responsibility of the Licensee.
  - vi. Legal action to collect unpaid obligations.
- B. By acknowledging 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, guardians, and employees which may, in the judgement of the University, be necessary or helpful in the collection of delinquent obligation arising from the License Agreement.
- C. By acknowledging the License Agreement, Licensee agrees that housing fees are an extension of credit for living expenses and are considered an educational debt.
- D. Licensee waives the benefit of any limitations affecting liability or the enforcement of them to the extent permitted by law (California Code of Civil Procedure section 360.5).

# X. Refunds

The University shall authorize refunds only as provided in this License Agreement or in Title 5 of the California Code of Regulations or other applicable law.

### XI. Enhancement of Educational Experience

- A. UHS staff, operations, and facilities are intended to enhance the educational, social, and recreational opportunities available to the Licensee.
- B. Licensee acknowledges 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.

### XII. Maintenance of Premises

- A. The University shall provide Licensee with furnishings in the residential space/unit. The Licensee must note the condition of the room and furniture during the check-in process on the online Room Inspection. Licensee agrees to give good and reasonable care to the living unit and furnishings, and to make payment for any damage or loss promptly upon demand by the University. Licensee shall vacate the living unit in good order and repair; normal and reasonable wear and tear are excluded. In the event Licensee fails to maintain the living unit in good order and repair, Licensee shall pay the University the reasonable costs incurred in returning the living unit to a condition of good order and repair. As part of such reimbursement, the Licensee's security deposit, or a portion thereof, may be applied for the purpose of payment of such costs.
- B. Licensee shall make no alteration or addition to the housing facility, structure, and/or furnishings without the permission of the University. Furniture assigned to space cannot be removed from designated space. Alterations to the premises made by Licensee will incur all fees associated with the cost of returning the premises to the original condition as determined by the University.
- C. Licensee is required to keep the room or suite and premises (balconies/patios, where applicable) in a clean and sanitary condition and report any unsatisfactory conditions promptly, e.g., mold, mildew and water damage. If a room or suite is found to be a potential health and safety violation, the university may have the room or suite cleaned or remediated, and pest control service administered. The University may also, in its sole discretion, move Licensee temporarily or permanently to accomplish this work. Any such expense will be borne by the Licensee where the condition is due to Licensee's actions or failure to act as required.
- D. In the event of a pest infestation, the University has contracted with a private vendor to exterminate pests with minimal pesticides. To request pest control service, the Licensee must submit a request through the Housing Portal, and a pest control vendor will be scheduled by UHS staff. The residents will be given instructions on how to prepare the room or suite prior to the arrival of the vendor.
- E. Failure to notify or take immediate action as directed by the University regarding maintenance and pest control hazards or deficiencies on university property will result in Licensee being charged for damages, repairs, and services. Licensee agrees to follow all university directives to eradicate pests. This may include room/suite preparation, clothes laundering, and leaving Licensee's space for a period of time.
- F. To maintain the structural and visual integrity of housing facilities and to offer residents a pleasant community environment, repair and/or construction projects may be pursued during the term of this agreement. Reasonable effort is made to minimize a negative impact on residents. Projects requiring entry into the Licensee's room will result in the university notifying affected Licensees. The Licensee will be responsible for safeguarding their belongings. Removal of personal belongings may be necessary. The Licensee may be required to change spaces due to construction dislocation.
- G. Public areas and community bathroom facilities which are shared by residents in the building will be maintained by the custodial staff. Living areas and bathroom facilities which are located within the residential unit must be cleaned and maintained by the residents of the unit.
- H. Licensee agrees to be jointly responsible with other residents for the protection of the housing facility including furnishings and equipment. Cost for damage or loss of common area furnishings or equipment (unless determined to be attributed to specific individuals), may be divided among all members of the living community who have reasonable access to the common area(s). Common area furniture should not be moved to individual rooms/suites.

# XIII. Right of Entry

The University 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, occupancy checks, or for any other lawful purpose including, but not limited to, health and safety inspections. The University shall exercise these rights reasonably and with respect for Licensee's right to be free from unreasonable searches and intrusions into study or privacy. Except in case of emergency, the University shall provide reasonable notice before entering premises.

# **XIV. Interruptions of Service and Construction**

A. The University is not responsible for the continuation of mail, heating/cooling, maintenance, or security service at normal levels in the event of a natural disaster, strike, or lockout of public employees or suppliers' employees, internet, power, water, or sewer interruptions from on-campus or off-campus sources, or in the event of other causal events beyond the

- university's control or reasonable anticipation.
- B. The University is not responsible for construction noise or disruptions associated with nearby construction activity.
- C. As per this Housing License Agreement, the student agrees that they have been advised of possible disturbances and disruptions, which are not grounds for termination of this agreement, adjustment in room costs, or reimbursement for personal items.
- D. Licensee shall not use any equipment or devices that utilizes excessive electrical energy, or which may overload the wiring or interfere with electrical services to other residents.

### XV. Communication

University will communicate with Licensee regularly via electronic mail (e-mail) sent to the Licensee's University email address. This is the primary method of communication to students, and it is the Licensee's responsibility to read, review, and respond to communication on a regular basis.

### **XVI. Mail Services**

- A. UHS Mail Room services are available to Licensee for receiving mail and packages during the occupancy period.
- B. Licensee is responsible for checking for mail and packages.
- C. CPP and UHS are not responsible for lost/stolen items, condition of mail upon receipt, or delays in delivery or pickup.

### XVII. Community Standards and Prohibited Items

- A. Licensee agrees to abide by all CPP and UHS policies, regulations, and procedures included as part of this agreement and any subsequent amendments. The policies addressed in this License Agreement include, but are not limited to prohibited items, alcohol, smoking, noise, and pets.
- B. Document Conflict: In the event of a conflict between the housing license, policies and community expectations, resident handbook, and CSU policies, the more stringent and severe document, rule, or regulation will be enforced.

#### XVIII. Insurance

- A. The University assumes no responsibility for any property of the Licensee, which is stolen, damaged, vandalized or destroyed in the housing facility at any time, including but not limited to periods when the Licensee is not in occupancy or after the term of the occupancy has expired. The University has no insurance to cover the personal or property damage of the Licensee, so during the period covered by this License Agreement; the University highly recommends that the Licensee, at their expense, obtain appropriate insurance such as a renter's policy.
- B. During the period covered by this License Agreement, it is highly encouraged that the Licensee obtains health and accident insurance, on either an individual or group basis. Please be advised that the University does not cover nor assume medical expenses or liability for Licensees.

### XIX. Destruction or Unavailability

If a bed space is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this License Agreement is made, and no other housing options are available on campus, the Licensee shall be entitled to a prorated 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 and 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 university, if such a drop results in an over-booking of available housing facilities.

# XX. Hold Harmless

Licensee agrees to indemnify and hold the university harmless for any and all claims arising from Licensee's use or occupancy that is improper, illegal, or a violation of the License Agreement.

### XXI. Force Majeure

Neither Licensee nor University shall be liable for any delay or default in the performance of its obligations hereunder if such delay or failure to perform is caused by conditions beyond its reasonable control including, but not limited to, acts of God, government restrictions or orders, wars, insurrections, disaster, acts of terrorism, communicable disease outbreak, epidemic or pandemic, and/or any other cause beyond the reasonable control of the party whose performance is affected.

# XXII. Epidemic and/or Pandemic Consideration

In the event that circumstances related to an epidemic and/or pandemic reasonably prevent or hinder a party's performance hereunder, the party whose performance is affected may invoke the immediately preceding Force Majeure clause of this Agreement and be excused from liability for its failure or delay in performing its obligations hereunder, even if the circumstances related to the epidemic/pandemic were foreseeable at the time of the parties' execution of this Agreement. Notwithstanding the

foregoing, in no event shall Licensee be excused from paying any fees or amounts owed for the period of time during which Licensee occupied the Premises. If Licensee is unable to occupy the Premises due to circumstances related to an epidemic/pandemic, University will provide Licensee with prorated refunds for any license fee and meal plan fee amounts representing the time period during which Licensee was unable to occupy the premises due to circumstances related to the epidemic/pandemic.

### XXIII. 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 nor shall the acceptance of rent under this License Agreement by the University be deemed to be waiver of any preceding breach by Licensee of any term, covenant, or condition of this License Agreement.

### **Disclosures**

#### XXIV. Taxable Possessor Interest

It is the position of the University that this License Agreement does not create a taxable possessor interest in real property. However, pursuant to Revenue and Taxation Code subsection 107.6, 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.

### XXV. Clery Disclosure

In compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, CPP has made crime reporting statistics available online at the CPP University Police Department website, <a href="https://www.cpp.edu/police/index.shtml">https://www.cpp.edu/police/index.shtml</a>.

### XXVI. Megan's Law Disclosure

- A. Pursuant to Section 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via internet website maintained by the Department of Justice at www.meganslaw.ca.gov.
- B. Depending on the offender's criminal history, registered sex offender information will include either the address at which the offender resides or the community of residences and zip code in which they reside.
- C. Questions must be directed to the CPP University Police Department at 909-869-3061 or police@cpp.edu.

### **XXVII. Annual Fire Safety Report**

UHS, in collaboration with Cal Poly Pomona Enterprises, Inc., publishes the annual Fire Safety Report for the residential community. The report includes: description of each on-campus student housing facility; number of fire drills conducted during the reporting year; campus policies or rules on portable electronic appliances, smoking, and open flames in the student housing facility; campus procedures for evacuating student housing in the event of a fire; policies regarding fire safety education and training programs provided to the students and employees including the procedures that students and employees should follow in the case of a fire; the titles of each person or organization to which students and employees should report that a fire occurred; and plans for future improvements in fire safety, if any. The Annual Fire Safety Report is available online at the CPP University Police Department website, <a href="https://www.cpp.edu/police/index.shtml">https://www.cpp.edu/police/index.shtml</a>.

#### **XXVIII.Emergency Preparedness**

All residents are advised to have an emergency plan. It is recommended that each resident maintain an emergency supply kit consisting of a first aid kit, three-day supply of water, non-perishable food, battery operated radio and flashlight, extra batteries, portable electronic device charger, gloves, and medications.

# 2025-26 Annual Costs

2025-2026 Room Rates Annual Cost					
Residential Halls	Hall Single	\$12,588.00			
	Hall Double	\$10,980.00			
	Hall Triple	\$10,035.00			
Traditional Halls	Hall Single	\$11,988.00			
	Hall Double	\$10,461.00			
Residential Suites	Suite Single	\$13,824.00			
	Suite Double	\$11,406.00			

All rates are subject to change

You are required to pay a refundable \$150.00 Security Deposit fee and a non-refundable \$45.00 Inter-Hall Council (IHC) fee

For the Spring term, you are required to pay a \$10.00 administrative fee if you are on the Semester Installment payment plan

Any damages, lockouts, and/or key replacements are assessed at the end of the academic year.

2025-2026 Room Rates Annual Cost Table

2025-2026 Meal Plan Annual Cost Table					
140 meals + 660 pts.					
220 meals + 460 pts					
220 meals + 460 pts.	\$5,390.00				
Unlimited - Unlimited meals					
(No Pts)					
Unlimited meals + 250 pts	\$5,790.00				
Suites Flex Plan - 70 meals +	\$2,020,00				
750 pts	\$3,830.00				

2025-2026 Meal Plan Annual Cost Table

# Policies and Community Expectations 2025-2026

The Policies and Community Expectations section of the 2025-2026 Student Housing License Agreement serves as a guiding framework to foster a safe, inclusive, and supportive living-learning community for all residents. Our philosophy is rooted in the belief that oncampus living is a pivotal aspect of the collegiate experience, offering opportunities for personal growth, academic success, and meaningful connections.

This section establishes a shared understanding of the responsibilities, expectations, and privileges that come with being part of the University Housing Services residential community. It reflects our commitment to creating an environment that promotes respect, collaboration, and accountability, ensuring that each resident has the opportunity to thrive.

Acceptance and agreement to abide by the policies and community expectations listed herein including all embedded hyperlinks is acknowledged through the online completion and electronic submission of this Agreement.

All policies outlined here apply to all University Housing Services (UHS) properties, including but not limited to: Residential and Traditional Halls, Residential Suites, temporary housing accommodations, UHS grounds, La Naranjita Center, as well as all UHS-sponsored events and activities, both on and off-campus.

University Housing Services implements an <u>educational student conduct process</u> designed to uphold community standards and foster a respectful living environment. Violations of this Agreement may result in warnings, educational sanctions, or contract cancellation, depending on the severity of the situation. The student conduct process emphasizes fairness, clear communication, and provides students the opportunity to address concerns. UHS residents are expected to follow all policies and community expectations, and fully cooperate with UHS staff to maintain a positive and supportive community.

Residents who are believed to be in violation of one or more policies may be referred to an official of University Housing Services, University Police, the Office of Student Conduct and/or other administrator(s) from the Division of Student Affairs.

I. Behavior and Welfare		II. Community Standards		III. Facil	III. Facilities and Operations	
A.	University Policies	A.	Appliances and Kitchen Items	A.	Alteration of Premises	
B.	Alcohol	В.	Bicycles/Skateboards/	B.	Building Exterior	
C.	Community Responsibility		Micromobility Devices	C.	Common Spaces and UHS	
D.	Controlled Substances (Drugs)	C.	Communicable Diseases		Property	
E.	Dangerous Behavior	D.	Evacuation	D.	Decorations	
F.	Damage to Residential Facilities	E.	Fire Safety and Hazards	E.	Furnishings	
G.	Failure to Comply	F.	Gatherings	F.	Keys	
H.	Gambling	G.	Guests	G.	Improper Room Transfer	
l.	Identification	H.	Loitering	H.	Posting	
J.	Physical/Written/Verbal Abuse,	l.	Musical Instruments	l.	Room Care	
	Harassment, or Sexual Assault	J.	Pets	J.	Sport Related Activities	
		K.	Quiet Hours and Noise	K.	Storage	
		L.	Sales and Solicitation	L.	Recording	
		M.	Safety and Security	M.	Technology, Computers, and	
		N.	Smoking and Tobacco		Copyright	
		Ο.	Trespassing			
		P.	Theft			
		Q.	Vandalism			
		R.	Weapons			

The Missing On-Campus Resident Student Notification and Procedures are found in Section IV.

### I. Behavior and Welfare

#### **Definitions**

The following definitions apply to resident occupied living areas:

- Unit is defined as the Licensee's suite or residence hall room.
- Room/Space is defined as a bedroom in Licensee's suite or bed space in a residence hall room.
- Area is defined as a location or place, usually with specific details, such as "common area" referring to any residential building space that is shared by the community.

#### A. University Policies

In addition to the Student Housing License Agreement, the Licensee is required to abide by the Student Conduct Code, all university policies, and CSU Executive Orders. The Student Conduct Code can be accessed on the <a href="Student Conduct & Integrity">Student Conduct & Integrity</a> webpage. All additional university policies and Cal State Executive Orders can be found on the Cal Poly Pomona <a href="University Policies">University Policies</a> webpage.

### B. Alcohol

- i. All Licensees and their guests must abide by the Cal Poly Pomona Alcohol and Other Drugs Policy.
- ii. Misuse of alcohol or illegal behavior may result in disciplinary action and/or arrest by the police.
- iii. Possession of any alcohol (open or unopened) shall be interpreted as consumption of alcohol.
- iv. Consumption, possession, or storage of alcoholic beverages (including empty alcohol containers) by any Licensee under the age of 21 is prohibited.
- v. If all Licensees of a space are 21 years of age or older, the Licensee(s) may choose to responsibly consume alcohol only in the privacy of their own space with the door closed. Consumption and possession of alcohol in the presence of others under the age of 21 is prohibited.
- vi. Possession/use of any empty or full keg, party ball, or other mass-drinking device (e.g., beer bongs) is prohibited.
- vii. Possession or consumption of alcohol in a public place (including but not limited to outside or indoor stairwells, outside balconies/patios/porches, hallways, lounges, basketball courts, volleyball court, community garden, grounds and/or any other common areas) is prohibited.
- viii. Obvious intoxication by Licensee or their guests within the residences or grounds is prohibited.
- ix. Brewing alcohol is strictly prohibited for all residents, regardless of age.
- x. Drinking games are prohibited; this includes, but is not limited to beer pong, quarters, flip cup, or king's cup. Simulation of such drinking games as water pong, Gatorade pong, etc., is prohibited.
- xi. Violation(s) of other University policies and procedures while under the influence of alcohol is a violation of this policy.
- xii. Inability to exercise care for one's own safety and/or the safety of others due to intoxication is a violation of this policy.

# C. Community Responsibility

- i. Community members are expected to comply with all reasonable requests for courtesy towards others, including, but not limited to, issues regarding noise, use of common area space, restrooms, and trash disposal.
- ii. Failure of Licensee to prevent a violation, especially within their space, of any stated regulation violates their responsibility as a student and member of this community.

### D. Controlled Substances (Drugs)

- i. All Licensees and their guests must abide by the Cal Poly Pomona Alcohol and Other Drugs Policy.
- ii. Cal Poly Pomona complies with the Drug-Free Workplace and the Drug-Free Schools and Communities Act. Sale of, use of, being under the influence of, distribution of, storage of, and/or knowingly possessing illegal drugs, controlled substances, or narcotics, as those terms are largely used under Federal law or in the California Statutes, is prohibited. The misuse of any drug, including prescription or over-the-counter medications, is prohibited.
- iii. The use or possession of marijuana in any form for recreational or medicinal use is prohibited.
- The possession of medical marijuana identification card is not recognized or honored by Cal Poly Pomona or University Housing Services.
- v. Possession or use of drug paraphernalia is prohibited. Drug paraphernalia includes, but is not limited to, bongs, pipes, hookahs, vaporizers, vaporize pens, e-cigarettes and/or other devices that may be used to facilitate consumption of illegal drugs.
- vi. Violation(s) of other University policies while under the influence of controlled substances is a violation of this policy.
- vii. The inability to exercise care for one's own safety and/or the safety of others while under the influence of controlled substances is a violation of this policy.

# E. Dangerous Behavior

Any activity that can be interpreted as endangering or harming any community member, or guest is prohibited.

#### F. Damage to Residential Facilities

Acts that result in damage in or around the residential facilities and/or interfere with the intended use of facilities are prohibited.

### G. Failure to Comply

Licensees and their guests are required to comply with official requests or directives of university staff (verbal or written) while performing their duties. Failing to provide information to staff, interfering with staff while they are performing their duties, failing to identify yourself, leave the building during an evacuation drill or open your door at a staff member's request or similar failures to cooperate, or being verbally abusive to staff is a violation.

### H. Gambling

Gambling in any form is prohibited.

### I. Identification

Residents and their guests are required to carry and provide appropriate photo identification (e.g., driver's license, Bronco ID) upon request by a university staff member performing their duty. Examples of other prohibited actions include failure to present ID; presenting fabricated, falsified, or misrepresentative ID; permitting others to use IDs for the purpose of improperly gaining access to residence hall/suite, use of equipment, or any other service.

### J. Physical/Written/Verbal Abuse, Harassment, or Sexual Assault

CPP strives to maintain an environment free from all forms of discrimination, harassment (including sexual harassment) and sexual misconduct. The California State University has developed systemwide policies and procedures that apply to all faculty, staff, and students. <a href="Maintain: CSU Policy Prohibiting Discrimination">CSU Policy Prohibiting Discrimination</a>, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Stalking, and Retaliation.

#### **II. COMMUNITY STANDARDS**

### A. Appliances and Kitchen Items

- i. Residents are not allowed to bring or use electrical appliances for heating or food preparation unless they have enclosed heating elements. Toasters, stove-top grills, etc. are permitted in the kitchen area of Residential Suites and community kitchens in the Traditional and Residential Halls.
- ii. Appliances must be directly supervised at all times while in use.
- iii. Grills and/or the materials for such grills are prohibited (e.g., propane, natural gas, wood/charcoal).
- iv. All appliances and power strips must be UL (Underwriters Laboratory) list approved for the intended use.
- v. Personally owned mini fridges are allowed to a maximum of 3.7 cubic feet. A mat must be placed between resident purchased mini fridges and the surface it sits on. Mini fridges placed under beds should not come into contact with bedding, blankets, or sheets as it may pose a fire hazard. All refrigerators must be emptied of perishables for any extended breaks.
- vi. Kitchen knives and culinary tools are permitted only to the extent that they are stored and used for their intended purpose.
- vii. Home appliances such as portable air conditioning units, space heaters, washers, dryers, or other home appliances not provided by the University are prohibited.

# B. Bicycles/Skateboards/Micromobility Devices

- i. Riding bicycles/e-bikes/micromobility devices, skateboards, hoverboards, roller blades, scooters, skates, etc. within any housing facility, including hallways and lobbies, is prohibited.
- ii. Bicycles may be stored in resident's unit only with prior permission from roommates/suitemates. Bicycles stored in a resident's unit may not block emergency access to the unit's window(s) or door(s). Bicycles may not be parked, locked or stored in any other area, including unit patios or balconies.
- iii. Bicycle Storage Rooms are provided on a limited basis. University Housing Services reserves the right to alter the rules and regulations for use of the Bicycle Storage Room with appropriate notice. The following guidelines apply:
  - a. Only bicycles that are registered through University Housing Services are allowed in the Bicycle Storage Room. Space in the Bicycle Storage Room is on a first come, first serve basis, reserving of open spaces is not allowed.
  - b. Only University Housing Services residents and staff may use the Bicycle Storage Room. Priority will be given to University Housing Services residents.
  - c. If a bike is not properly registered with University Housing Services, it may be removed and handled as abandoned property. See Disposition of Property.

- d. University Housing Services is not responsible for any damages, loss and/or theft when using the Bicycle Storage Room.
- e. Use of the Bicycle Storage Room is a privilege. Intentional misuse or violation of posted rules may result in a policy violation and/or the revocation of this privilege.
- iv. Due to health and safety hazards, micromobility devices may be removed from a housing unit/facility without notice to Licensee and/or owner.
- v. Residents will be held financially responsible for any damage(s) caused by bicycles/skateboards/micromobility devices, including damages to carpets/flooring.

### C. Communicable Diseases

Residents diagnosed with or suspected of having a communicable disease, as determined by Student Health and Wellness Services or their healthcare provider, may be required to vacate on-campus housing, isolate in an assigned room (if available), or quarantine while awaiting a diagnosis. Non-campus housing and travel arrangements are the student's responsibility. Residents exposed to a communicable disease should consult Student Health and Wellness Services for guidance. Clearance from Student Health or a healthcare provider is required before returning to on-campus housing. Examples include chickenpox, hepatitis, measles, tuberculosis, and influenza-like illnesses.

#### D. Evacuation

State law requires all persons are required to evacuate the building immediately upon the sound of an alarm. Interfering with emergency services, procedures, or failing to conform to established safety regulations and/or instruction given by emergency response staff, is prohibited. During an evacuation, University Housing Services staff may enter individual units or spaces to verify evacuation. No person is allowed to re-enter the building during an evacuation until approved by University Housing Services staff or emergency personnel.

#### E. Fire Safety and Hazards

Violations of Fire Safety and Hazards are subject to criminal charges (if violations of law), fines and/or contract cancellation on first time offense. Identified items under this policy are subject to confiscation, disposal, and/or destruction.

- i. Fire Reporting and Equipment Falsely reporting a fire; tampering with, or misuse of, any fire or reporting equipment (e.g., fire alarms, smoke detectors, fire sprinkler, fire extinguishers, "EXIT" signs, etc.) are prohibited.
- ii. Egress Disabling, opening, damaging, or propping exits used exclusively as fire exits is prohibited (unless being used properly as an exit during an emergency). All hallways, exits, stairwells, doorways, or areas that may be deemed an "egress" (i.e., window) need to be free from garbage, bicycles, clutter, furniture, or other items that may or have a potential to limit entry/exit (including tripping hazard). All doors and windows must have the ability to be fully opened.
- iii. Combustibles Possessing or storing gasoline, fireworks, combustible chemicals, and/or fuel-driven engines/appliances (e.g., motorcycles, mopeds, gas/propane grills, etc.) within residential housing suites, rooms, balconies/patios, buildings and/or on grounds immediately adjacent to the on-campus housing facilities is prohibited.
- iv. Open Flames (Candles) Candles, incense, and/or any type of open flame within residential housing suites, rooms, balconies/patios, buildings and/or on grounds immediately adjacent to the on-campus housing is prohibited. Candles for any purpose (this includes but is not limited to decoration, religious rituals, etc.) are prohibited.
- v. Heat Sources Open-coiled electric or heating appliances, including but not limited to space heaters and sun lamps, are prohibited within residential housing suites, rooms, balconies/patios, or buildings. Curling irons, glue guns, irons, and any other heat-producing equipment must always be attended. Leaving such equipment on and unattended is a violation of this policy.
- vi. Lamps and Lights Halogen lamps and neon lights are prohibited. Open top lamps, regardless of bulb type, need a metal screen fully covering light source. LED lights with an adhesive backing should not be affixed to walls or ceilings as they damage surfaces.
- vii. Plugs/Extension Cords Extensions cords and multi-plugs are prohibited under state fire marshal regulations. Power strips/surge protectors with UL List approval are permitted; connecting multiple power strips to each other is not permitted.
- viii. Decorations All decorations must be non-combustible (e.g., made from fireproof material) and be UL list-approved for intended use. Hanging flammable materials on ceilings or exterior areas or doors such as posters, flags, or nets is prohibited. It is prohibited to cover more than 5% of a door and/or 25% of a wall in both private and public spaces. Fresh cut trees (i.e., Christmas trees) are prohibited. Decorations on doors should not damage or leave stains on the surface. Posters, signs, stickers, and decorations cannot be posted on or be visible through university housing windows or exteriors, including balconies/patios.

### F. Gatherings

i. A gathering of more than ten (10) people in any residential suite, or more than six (6) people in any residence hall room is prohibited.

- ii. Organized social gatherings in a community common area must be approved by University Housing Services prior to the event or gathering.
- iii. Activities that disrupt the community or infringe upon community members' rights are not permitted.
- iv. Gatherings or number of individuals allowed at gatherings may be modified based upon changes to university policies and/or county or state guidelines.

#### G. Guests

The following definitions apply regarding guests in UHS facilities:

- Resident: a CPP student who has a housing license agreement with University Housing Services and who is assigned to a specific room/suite within the Residential Halls, Traditional Halls, or Residential Suites.
- Host: A resident who is entertaining guests.
- Guest: Any person (relatives, students, significant others, etc.) who is not currently assigned to the room, suite, and/or building in which they are present.
- Overnight Guest: A guest who is in a room/suite, other than their own between the hours of 12am (midnight) and 8:00am with the intent to sleep in the room/suite. (All guidelines for guests apply to overnight guests)
  - i. Guests at any time are permitted only with the consent of the roommate(s)/suit-mate(s). The right of a resident to occupy their room/suite without the presence of a guest will take precedence over the right of a roommate/suitemate to host guests.
  - ii. Host responsibilities:
    - a. Hosts must accompany their guests at all times. Guests may not be left unattended in the host's unit or within the community.
    - b. Hosts are responsible for informing guests of University Housing Services and CPP policies.
    - c. Lending of any assigned keys or ID cards to guests is prohibited. Misuse or loss of university keys or card by guests is the responsibility of the host.
    - d. Hosts are responsible and accountable for the conduct of their guests while in University Housing Services property, immediately adjacent areas (including parking lots), University property, or at Residence Life/University sponsored events.
  - iii. Guests must abide by all University Housing Services Policies; any guest(s) failing to do so may be asked to leave UHS buildings immediately.
  - iv. Overnight guests are to be temporary and infrequent.
  - v. Overnight guests can stay no longer than three (3) consecutive days and two (2) nights in any given month. Overnight guests must not exceed ten (10) day/night visits per semester.
  - vi. Cohabitation exists when a person who is not assigned to a particular residence hall or suite uses that room or suite as if they were living there. Cohabitation is not permitted. Examples of this include, but are not limited to:
    - a. Accessing the room or suite while the assigned occupants are not present or utilizing a key/card to enter a room or suite to which one is not assigned.
    - b. Keeping clothing and other personal belongings in the room or suite.
    - c. Sleeping overnight in the room/suite on a regular basis.
- vii. Children 12 years of age or younger are not permitted in the residence halls or suites for more than a 24-hour period. Residents assume all liability and responsibility for guests under 18 years of age. For safety and liability reasons, baby-sitting is prohibited within the facilities and immediate area.
- viii. University Housing Services reserves the right to direct guests to leave at any time.

# H. Loitering

No Licensees or guests may sleep in the lounges, lobbies, or other public areas.

#### I. Musical Instruments

No excessive sound from musical instruments (amplified or non-amplified) will be allowed in University Housing Services facilities unless it is in conjunction with an official University Housing Services sponsored event and approved in writing by the Coordinator of the building.

### J. Pets

Compliance with the pet policy is critical to resident safety and the maintenance of our facilities, and the presence of unapproved animals poses multiple potential risks to the community. Cleaning, damage, and/or pest control resulting from fish, support animals, or unauthorized pets will be charged to the Licensee. Pet policy violations are explicitly violations of the Housing License Agreement, and continued violations may result in immediate cancellation of current and/or future housing license agreements and additional disciplinary action.

- i. No pets are allowed in residential facilities except freshwater fish (a 10-gallon tank limit), this includes visiting pets.
- ii. As per federal law, service animals are permitted. Emotional Support Animals (Assistance Animals) must be approved through the <u>Disability Resource Center</u> (DRC) before being brought to housing facilities.

iii. Residents with approved Emotional Support Animals are responsible for completing and abiding by the University Housing Services Emotional Support Animal Agreement Process. Failure to comply with the agreement may result in UHS student conduct proceedings.

### K. Quiet Hours and Noise

- i. All students must abide by quiet hours, which are in alignment with local noise ordinances. During quiet hours, sound from a room or suite should not be audible outside the unit door nor in adjacent rooms (including above or below the unit). Quiet Hours are the following:
  - Sunday Thursday: 10:00pm 10:00am
  - Friday Saturday: 12am (midnight) 10:00am
  - During finals week, "Quiet Hours" are extended to 23 hours per day
- ii. Courtesy hours are always in effect. Courtesy hours refer to one's ability to occupy one's unit for the purpose of studying, sleeping, or engaging in activities in an atmosphere where peace and quiet takes precedence over other activities. Engaging in unreasonably loud activities either inside or outside the residence halls/suites are prohibited, defined as a level of noise which may be deemed an undue disturbance by another member of the community.
- iii. Speakers, sound systems, subwoofers, and other auditory devices may not be aimed/projected out of resident windows, doors, or balconies/patios into community areas.

#### L. Sales and Solicitation

Engaging in door-to-door distribution, advertising, sales, promotion, commercial transactions and/or solicitation of any nature within residential housing suites, rooms, balconies/patios, buildings and/or on grounds immediately adjacent to the on-campus housing facilities is prohibited.

### M. Safety and Security

All residential facilities are locked 24 hours per day. Resident Advisor on Duty phone numbers are posted at the main entrance of each building.

- i. Residents must abide by any security or safety procedures established by University Housing Services, including directives related to communicable diseases.
- ii. Providing access to buildings, rooms, or suites to those other than residents, staff, or attended guests by any means is prohibited including but not limited to, the following:
  - Failing to lock or secure doors (including balconies/patios)
  - Tampering with a door so it does not lock/secure properly
  - Propping exit/entrance doors
  - Allowing a person entrance into a building
  - Tailgating into a building
  - Leaving guests unattended (see Guests)
  - Lending of any assigned keys or ID cards to guests is prohibited
  - Failure to abide by any security procedures established by University Housing Services is prohibited.
- iii. Blocking access/egress of windows and/or doors by trash, bicycles, etc. is prohibited.
- iv. All polices under "Keys" and "Trespassing" apply.

# N. Smoking and Tobacco

All California State University campuses are 100% Smoke Free and Tobacco Free. Smoking, the use or sale of tobacco products, and the use of designated smoking areas are prohibited on all California State University properties. Members of the CSU community are expected to fully comply with the policy, <u>EO 1108 Smoke and Tobacco Free Policy</u>.

- Smoke Free: "Smoke Free" means the use of cigarettes, pipes, cigars, and other "smoke" emanating products including ecigarettes, vapor devices and other like products are prohibited on all University properties.
- Smoke or Smoking: "Smoke" or "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, cigarillo, pipe, hookah, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form. "Smoke" or "Smoking" also includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.
- Tobacco Free: "Tobacco Free" means the use of cigarettes, pipes, cigars, smokeless tobacco, snuffs, and other tobacco products are prohibited on all University properties.

# O. Trespassing

- i. Use of University Housing Services residences and facilities are limited to the Licensee, their escorted guests, and other persons specifically authorized by University Housing Services.
- ii. The presence in University Housing Services residences and facilities by a non-resident or person who is not currently listed as a Licensee of that property and who is not authorized by University Housing Services constitutes a trespass.

- Trespassers may be asked to leave University property at any time. Those trespassing on the premises of the residential property may be arrested.
- iii. Unauthorized presence on rooftops, ledges, trees, staff patios, sides of buildings or areas marked for restricted access in any University Housing Services building is prohibited.

### P. Theft

Unauthorized removal of any property belonging to University Housing Services, residents, or guest thereof is prohibited.

#### Q. Vandalism

Vandalism of university property, or to other property located on university property, willfully or negligently caused by a resident or their guest(s) is prohibited. Residents who intentionally cause damage to university-owned property may be held responsible for covering the costs of repairs, including materials and labor.

#### R. Weapons

Possession of firearms, ammunition, explosives, chemical weapons, other weapons, and replicas of weapons are prohibited in all University Housing Services properties and their adjacent properties. Additionally, brandishing of any item as a weapon is prohibited. Residents using weapons for classes or student organization participation must request approval from the Coordinator of the building to store the item within the residential facility and must receive approval prior to the on-campus storage and utilization of these items.

- The term "possession" includes, but is not limited to, having the weapon on one's person or storing the weapon in workplaces, residential facilities, lockers, desks, any type of carry bag or container, or in vehicles on university property.
- The term "weapon" encompasses any object or substance designed to inflict a wound, incapacitate, or cause injury. This term includes but is not limited to, the following:
  - o firearms, including, without limitation, rifles, shotguns, handguns, BB or pellet guns, compressed-air guns, stun guns, paintball or airsoft guns, water guns;
  - o ammunition, including materials for making ammunition;
  - o explosive material, including bombs, grenades, rockets, and fireworks; chemical weapons (including pepper spray)
  - o daggers, razors with unguarded edge, machetes, swords, spears, knives with blades longer than 2 ½ inches (with the exception of kitchen knives used in food preparation), switchblades, butterfly knives and other bladed weapons (including those intended for ceremonial or decorative uses);
  - slingshots, bows, arrows, clubs, metal pipes, blackjacks, nightsticks, tasers, sand clubs, metal knuckles, hunting or martial arts weapons;
  - o weapons generally prohibited by California Penal Code 16590

#### **III. FACILITIES AND OPERATIONS**

#### A. Alteration of Premises

- i. Alterations, changes, modifications, remodeling and/or renovating, or tampering is prohibited, including but not limited to: painting of the unit, tampering with the electrical, mechanical, HVAC, or fire system fixtures in the unit or public areas, installing in-line water purification systems, installing appliances, mounting personal belongings (TVs, exercise equipment, poles, etc.), installing a door or area camera, or a door or area lock.
- ii. All fixtures that are installed become part of the premises and therefore property of University Housing Services.
- iii. Tampering with, or removal of blinds, windows, window screens, or window limiters from any part of the building is prohibited.
- iv. Residents shall not install or place any construction equipment or conduct construction of any type on the grounds or in the buildings.
- v. Resident use of external outlets on residential buildings is prohibited.

# B. Building Exterior

- i. Balconies/Patios
  - a. Using a balcony/patio to store miscellaneous items, garbage, recyclables, or University owned/leased furniture is not permitted. Furniture, plants, and other items intended for outdoor use are allowed, but may not violate the Fire Safety and Hazards policy.
  - b. Residents shall not sit on the railing/edge of any balcony/patio.
  - c. Using a balcony/patio as a means of entry/exit and/or jumping over balcony railings/edges is prohibited.
  - d. Balconies/patios must be closed and locked when balconies are not in active use. Barbecuing, grilling, or any type of fire use on a balcony/patio is prohibited.

### ii. Projectiles

a. Throwing, dropping, or projecting any objects from a window, roof or balcony/patio is prohibited.

# C. Common Spaces and UHS Property

- i. Common spaces and University Housing Services property are for the use of residents; thus, they are the responsibility of every resident to take care of it. This includes, but is not limited to lounges, study rooms, lobbies, stairs, kitchens, balconies, laundry rooms, doors, walkways, fire extinguishers, elevators, exits signs, affixed signage or placards, lights, etc.
- ii. Residents must be appropriately dressed (e.g., shirt, shorts/pants) when walking or lounging in common spaces.
- iii. Disorderly, lewd, indecent, or obscene behavior in common spaces is not permitted.
- iv. Residents are not to use trash containers in common areas (e.g., laundry room, lobby, lounges, or restrooms) for their personal garbage. Leaving personal trash/garbage or recyclables in the hallway or other common or public areas is not permitted.
- v. Use of cameras and/or camera function on a phone in any public/community bathroom is not allowed.
- vi. Licensee shall notify UHS of damages to the dwellings and/or grounds of housing facilities or submit a work order request to repair damaged property.
- vii. Communal kitchen spaces in the Traditional and Residential Halls are subject to the following requirements:
  - Items stored in the community refrigerators and/or freezers must be labeled with the owner's name and date the item was placed in the refrigerator. Items are stored at residents' own risk; UHS is not responsible for lost/stolen/used items.
  - Any items not labeled, past expiration date, or any item visibly creating a safety hazard (growing mold, showing signs of spoilage, improperly stored raw meat, etc.) will be removed.
  - Residents are required to clean up appropriately and promptly after their own cooking and/or kitchen use; this includes cleaning dishes and proper disposal of trash.
  - Items or dirty dishes that are left for excessive periods of time and/or are creating a health hazard will be disposed of by UHS staff.
  - Inappropriate use of the space and/or damages or excessive mess may result in community charges.
- viii. Any malicious damage or acts that result in additional clean up in or around housing buildings, grounds, other facilities, or property is prohibited. Common area damage or clean-up charges not readily assignable to a particular individual may be charged to a group, floor/wing, or hall of residents.
- ix. All furniture and equipment in common areas must remain in its designated common area (including technology/cords).
- x. Equipment intended for checkout purposes (moving carts, etc.) must be returned in a timely fashion and in proper working order and/or in the same condition in which the responsible resident received it.

#### D. Decorations

- i. All decorations must remain within unit and not be mounted on doors, windows or their frames, balconies/patios.
- ii. Residents should use blue painter's tape for wall decorations. Using 3M strips, glue, double-sided tape, "duct" tape, or "Scotch" tape is highly discouraged as these adhesives cause damage. The use of adhesives which will not discolor or pull away the paint are permitted.
- iii. Using nails, tacks, staples, or any other fasteners to hang pictures or posters on the walls is discouraged; using nails, tacks, or staples on room doors is not allowed.
- iv. Battery operated LED lights are permitted, and non-battery string lights are prohibited. All decorations must remain within unit and not be mounted on doors, windows or their frames, balconies/patios. LED lights with an adhesive backing should not be affixed to walls or ceilings as they cause damage to the surface(s).
- v. Posting personal materials in community bathrooms, hallways, public areas, or public-facing areas (windows, balconies) is prohibited. Door decorations on internal facing doors should be posted in consideration of others. If decorations are deemed offensive and inappropriate for public areas, the resident may be asked to take them down or modify them.
- vi. It is prohibited to hang objects from the ceiling in both private and public spaces.
- vii. Any permissible holiday decorations in the residential buildings must be made of fireproof materials and be UL (Underwriters Laboratory) List-approved for the intended use.
- viii. No long-term storage of pumpkins and other perishable decorations. Residents should dispose of pumpkins in outdoor dumpsters. Do not leave pumpkins in hallways, lounges, or indoor trash receptacles. Fresh cut trees (i.e., Christmas trees) are prohibited.

#### E. Furnishings

- i. All furnishings provided in the residence halls is considered State property and is to remain in students' assigned unit/room and cannot be stored or removed.
- ii. Each unit is carpeted or has laminate flooring and furnished with the following items: desks, chairs, beds (frame and mattress), chests of drawers, trashcans, recycling bins and a smoke detector.
- iii. Waterbeds or water-filled furniture are not allowed in University Housing Services residences.

- iv. University Housing Services provided furnishings must not be disassembled, dismantled, or removed from their designated area. Charges may be assessed for misuse, removal or theft.
- v. It is prohibited for residents to loft or bunk beds.

# F. Keys

- i. Each Licensee in the Residential Suites and Traditional Residential Halls are issued a hard/physical key to their assigned unit/space. Suite residents are also issued a keycard for access to exterior building and suite doors. All keys remain the property of the University.
- ii. Each Licensee in the Residential Halls will have access to their building, room, and bathroom programmed to their Cal Poly Pomona issued Bronco One Card.
- iii. It is prohibited to duplicate, transfer, loan or sell any key, keycard, or Bronco One Card to another individual for any reason
- iv. For security reasons any lost, stolen, misplaced or broken key(s) must be reported to the University Housing Services Office or Satellite Office, within 24 hours.
- v. The installation of any door or area lock other than those provided by the University is prohibited.
- vi. A non-refundable charge will be assessed for any University Housing Services replacement key(s) issued to the Licensee during occupancy and/or any keys(s) lost or not returned upon Licensee's checkout. In the event a key is lost:
  - a. Traditional Residential Halls and Residential Suites Licensees will be charged the following:
    - \$120 for the lock change and new keys
    - \$30 for each replacement key card
  - b. Licensees in the Residential Halls (Buildings 73 and 74) will be charged the following:
    - The university has established a set fee for each replacement CPP-issued Bronco One Card. Licensees
      must visit the Bronco One Card Office to have a replacement printed and issued. All transactions
      related to the CPP-issued Bronco One Card, including replacements, are managed exclusively by the
      Bronco One Card Office.
    - \$120 for the lock change and new keys
    - \$30 for each lost, loaner/temporary key card
- vii. Licensees are responsible for carrying their unit keys at all times. A Licensee may request lockout assistance from the University Housing Services office during regular business hours. For after-hour and weekend lockouts, residents may contact the on-duty Resident Advisor.
- viii. Licensees are allowed two (2) free lockouts per contract period. On the third (3rd) lockout, the licensee will be assessed a \$10 fee for each lockout thereafter. Excessive lockouts may result in disciplinary action. Students that fail to return any loaner keys by the instructed schedule, will be charged accordingly.

### G. Improper Room Transfer

- i. Moving into any space for which you are not assigned without written authorization from University Housing Services or moving out of any room without following proper checkout procedures, is prohibited. Licensees who switch spaces without completing a Room Change Request and without approval from University Housing Services will be charged a lockset change fee and may be required to move back to their original space.
- ii. Residents who do not have roommates should be prepared to have a roommate move in at any time. "Spreading out" in a vacant space (i.e. taking up both sides of a double room, using a vacant bedroom in a suite) is considered an improper room transfer.

# H. Posting

- i. Postings that are not approved by University Housing Services are not allowed in residential communities or on residential facilities.
- ii. Only University departments may submit materials for approval to be posted, they must be submitted in advance and approved by University Housing Services. Public display of "obscene matter" as defined in the California Penal Code, Section 311, is prohibited in housing facilities.
- iii. Electronic flyers and announcements to advertise upcoming events sponsored by recognized campus organizations must be approved by University Housing Services and have official stamp from the Bronco Leadership Center.
- iv. University Housing Services staff are permitted to post in the community and/or on residents' doors.
- v. Residents may post on their unit doors (within the fire code guidelines, see Fire Safety and Hazards).
- vi. Posting of any material on another resident's door without previous permission by the residents of the room is prohibited.
- vii. University Housing Services reserves the right to remove from public view any signs or materials that promote alcohol/drugs, actual violence or harm, fighting words, true threats, expression that constitutes criminal or severe harassment, defamation, obscenities, and/or false advertising.
- viii. Posting and/or displaying material(s) in residential windows is prohibited.

ix. Whiteboards located throughout the residence halls are the sole property of University Housing Services and its usage should comply with university policies. They are to be used solely for Student Leader programs, marketing of University Housing Services sponsored programs, and academics.

### I. Room Care

- i. Reasonable care of the licensee's unit, its furnishings and cleanliness, is the responsibility of every Licensee. Failure to abide may result in professional cleaning and/or pest control at the Licensee's expense.
- ii. Trash and recyclables should be removed from the licensee's unit to the proper receptacles outside of the building or inside the building's trash chute, where available, in a timely manner and on a regular basis.
- iii. Residents are not to use trash containers in common areas (e.g., laundry room, lobby, community restrooms) for their personal garbage (See Common Spaces and UHS Property), or to leave their personal garbage or recyclables in the hallway or common/public areas.
- iv. Trash chutes are only to be used for the disposal of trash. Intentional misuse of trash chutes or the discarding of trash in areas outside of the chute is prohibited.
- v. Upon check-in, residents shall check their room for any damages and note damages on the online "Room Inspection" located in the Housing Portal. This form must be completed within five (5) days of occupancy. Residents may be subject to charges for any damages not submitted via the Room Inspection within five (5) days of check-in.
- vi. Residents must promptly submit and report any damages or issues to their room or suite as soon as possible via work order (non-emergency issue) or contacting UHS staff (if a facilities emergency). Failure to report damages or issues in a timely manner may result in additional charges due to increased damages/increased repair required. A Licensee who submits a work order request hereby gives authorized University Housing Services personnel permission to access the unit to address the issue noted on the work order.
- vii. Each semester, University Housing Services staff will perform Health and Safety Inspections. Licensees will be given advance notice of these inspections, as they require entry into every student room. If any violations of the Student Housing License Agreement are found during such inspections, appropriate action will be taken.
- viii. Each Licensee is responsible for their own unit and space. Licensees occupying a suite are also responsible for unit common areas; any charges incurred will be split appropriately. Common area or shared unit damage charges will be divided and assessed equally between all residents of a unit if the university cannot determine responsibility for damages or loss after appropriate investigation.
- ix. Custodial staff will enter Residential Hall and Traditional Hall restrooms to clean. All personal items shall be kept in the cabinets and/or lockers provided. Any items left out may be moved or discarded to facilitate cleaning.

### J. Sport Related Activities

Playing any physical sports/games in a common area (lounge, lobby, hallway, room/suite) is prohibited. This includes, but is not limited to, the use of Frisbees, balls, darts, bicycles, skateboards, or inappropriate use of a laser pointer.

### K. Storage

There is no storage available outside of your unit. Any items left after the close of the academic year will be inventoried and/or disposed of by the University (See Disposition of Property).

### L. Recording

- i. Facilities Recording- The making, attempting to make, transmitting, or attempting to transmit audio or video recordings on Housing property for commercial or non-programmatic educational purposes is prohibited. Additionally, recording programs and events must receive verbal pre-approval from the program presenter(s).
- ii. Privacy Recording Personal Facilities- Recording, attempting to record, transmitting, or attempting to transmit audio or video of any person(s) in Housing facilities where there is a reasonable expectation of privacy—such as bathrooms, showers, bedrooms, or similar private areas—without the knowledge and consent of all individuals involved is strictly prohibited.
- iii. Privacy Recording Communication- Students are expected to respect the privacy of others within the Housing community. Recording or attempting to record private, non-public conversations and/or meetings on university premises without the knowledge and consent of all participants is prohibited. The use of undisclosed or hidden recording devices in such situations is also strictly forbidden.

### M. Technology, Computers, and Copyright

- i. Licensee agrees to the <u>Appropriate Use Policy for Information Technology</u>.
- ii. Federal law restricts the use of copyright videos and materials. The showing of commercial videos is limited to individual student units for viewing only by residents of that unit. Any copyright infringement that is a violation of the University computer and internet use policy will result in loss of internet access and student conduct proceedings.

### IV. MISSING ON-CAMPUS RESIDENT STUDENT NOTIFICATION AND PROCEDURES

#### A. Reporting a Missing Student

If a member of the University community has reason to believe that a student who resides in UHS on-campus housing is missing, they should immediately report their concern to:

- University Police Department: 909-869-3070
- Any California Law enforcement agency
- University Housing Services (UHS): 909-869-3307
- Resident Advisor (RA) or Area Coordinator

### B. Background

- i. The Higher Education Act as amended by the Higher Education Opportunity Act (HEOA) of 2008, requires Title IV institutions with on-campus student housing facilities to establish a missing student notification policy and procedure.
- ii. Missing Student Definition: A student is deemed missing if a reasonable investigation by the Residence Life staff does not determine their whereabouts on campus or if certain extenuating circumstances indicate an immediate concern. These conditions may include, but are not limited to:
  - Medical or health-related issues
  - The student has consistently been absent from classes and has not been seen in other locations
  - A UHS/CPP official has expressed concern and initiated an inquiry
  - A parent/guardian and/or roommate/suitemate of the missing person has reported the disappearance due to a lack of regular contact with the student

A student is considered a Missing Student after 24 hours of being unaccounted for, although it may be determined that the student is missing before the full 24-hour period has passed.

#### C. Policy

All UHS Licensees are required to provide a Missing Person Contact within the Housing Portal. In compliance with the Higher Education Opportunity Act (HEOA), Cal Poly Pomona has established policies and procedures for missing student notification.

### D. Procedures

- i. Registering a Confidential Missing Person Contact
  - a. Each year, University Housing Services (UHS) informs students living on campus about their option to designate or update a Missing Person Contact through the Housing Portal. This contact is:
    - Confidential and used solely for missing person investigations
    - Separate from, but may be the same as, the student's Emergency Contact
    - If the resident is under 18 years of age and not emancipated, their parent/guardian will be notified
    - It is the resident's responsibility to maintain and update their Missing Person Contact information
    - Even if a resident elects not to provide a Missing Person Contact, University Police and local law enforcement will be notified that the student is missing

### ii. Investigating a Report of Missing Student

- a. When a report of a missing student is received by any UHS staff member, UHS will immediately report this information to the University Police (UPD) as required by the University. University Police, in conjunction with University Housing Services staff, will activate established missing student procedures. Although the 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 resident is reported missing to the University Police. University Police are contacted immediately if the report is made to a member of University Housing Services Staff, Resident Advisor, Area Coordinator, University Housing Services Office, etc.
  - University Police will contact the local law enforcement agency to take the report and initiate a joint investigation
  - UHS Residence Life Team will provide registered Missing Person Contact information submitted in the Housing Portal to University Police
  - Contacts are made for purposes of notification, and often as a part of the investigation (e.g. to ensure the student has not returned home or traveled unexpectedly) by authorized CPP official(s)
  - UHS Residence Life Team will assist University Police with their investigation of the missing person as directed

University Police will keep University Housing Services and/or CPP administration informed of the investigation's progress.

# **ELECTRONIC AGREEMENT TO 2025-2026 STUDENT HOUSING LICENSE AGREEMENT**

I agree to conduct this transaction electronically and confirm that I have read, understand, and agree to the terms and conditions of living with University Housing Services at Cal Poly Pomona, as outlined in the 2025-2026 Student Housing License Agreement, by electronically signing below.