**SAINT MARY'S COLLEGE OF CALIFORNIA**

**RESIDENCE HALL and DINING SERVICES LICENSE 2015-2016**

**Last Name** __________________________  **First Name** __________________________  **Middle** __________________________

**Street** ________________________________________________________________  **City** __________________________  **State** __________________________  **Zip** __________________________

**Home Phone:** (______)  ___________________  **Cell Phone:** (______)  ___________________  **Email:** ____________________________

**Date of birth:** ____/____/_____  **Age:** _____  **Sex:** ________________________  **SMC Student ID #** __________________________

**Class Status:**
- **Freshman:**
- **High School Graduation Year:** _______
- **Transfer:**
- **Sophomore:**
- **Junior:**
- **Senior:**

**ROOM RATES** (select one based on Residence Hall Type; for entering students, this table represents your preference, but actual assignment may be different based on availability):

<table>
<thead>
<tr>
<th>Selection (check one)</th>
<th>Residence Hall Type</th>
<th>First Installment</th>
<th>Second Installment</th>
<th>ANNUAL RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Dormitory Style Single Room</strong></td>
<td>$4,390.00</td>
<td>$4,390.00</td>
<td><strong>$8,780.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Dormitory Style Double Room</strong></td>
<td>$3,915.00</td>
<td>$3,915.00</td>
<td><strong>$7,830.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Dormitory Style Triple Room</strong></td>
<td>$3,400.00</td>
<td>$3,400.00</td>
<td><strong>$6,800.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Townhouse Style Double Room</strong></td>
<td>$4,560.00</td>
<td>$4,560.00</td>
<td><strong>$9,120.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Includes $25 flex in first installment; $25 flex in second installment</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Townhouse Style Triple Room</strong></td>
<td>$4,090.00</td>
<td>$4,090.00</td>
<td><strong>$8,180.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Includes $25 flex in first installment; $25 flex in second installment</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**MEAL PLAN RATES** (select one based on Meal Plan Type and appropriate charge will be placed on your student account):

**Explanation of Meal Plan Terms:**
- **Carte Blanche** – Unlimited entry to the Dining Hall during every meal session in which the Dining Hall is in operation.
- **Flex Dollars** – Prepaid meal credits which may be used outside of the dining hall.

<table>
<thead>
<tr>
<th>Selection (check one)</th>
<th>Meal Plan Type</th>
<th>First Installment</th>
<th>Second Installment</th>
<th>ANNUAL RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Carte Blanche</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes $40 flex in first installment; $35 flex in second installment</td>
<td>$3,330.00</td>
<td>$3,330.00</td>
<td><strong>$6,660.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>14 Meal Plan</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes $40 flex in first installment; $35 flex in second installment</td>
<td>$3,240.00</td>
<td>$3,240.00</td>
<td><strong>$6,480.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>10 Meal Plan</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes $75 flex in first installment; $75 flex in second installment</td>
<td>$3,160.00</td>
<td>$3,160.00</td>
<td><strong>$6,320.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>8 Meal Plan</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes $75 flex in first installment; $75 flex in second installment</td>
<td>$2,985.00</td>
<td>$2,985.00</td>
<td><strong>$5,970.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>5 Meal Plan (Townhouse Only)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes $50 flex in first installment; $50 flex in second installment</td>
<td>$2,155.00</td>
<td>$2,155.00</td>
<td><strong>$4,310.00</strong></td>
</tr>
</tbody>
</table>

By my signature below I: (a) verify that I have **READ AND AGREE** to abide by all the terms and conditions set forth in this LICENSE; and (b) acknowledge that I have RECEIVED a copy of this LICENSE at the time of signing. By signing this LICENSE the LICENSSEE is agreeing to abide by the policies, procedures, terms and conditions for Residence Halls as found in the 2015-16 Undergraduate Student Handbook. Failure to abide by the provisions set forth in this LICENSE and the regulations referred to herein may result in the COLLEGE terminating this LICENSE after giving LICENSSEE written notice.

**Signature of LICENSSEE (must be in ink):** __________________________  **Date:** __________________________

**Signature of Parent or Guardian:** __________________________  **Date:** __________________________

(Required only if LICENSSEE is under 18 years of age)
SAINT MARY’S COLLEGE OF CALIFORNIA

RESIDENCE HALL and DINING SERVICES LICENSE 2015-2016

TERMS AND CONDITIONS OF THE LICENSE

Students who live in Saint Mary’s College of California residence halls must sign a Residence Hall and Dining Services License and must hold a meal plan if they do not live in a townhouse with a kitchen.

I. DEFINITIONS

a. “LICENSEE:” Individual seeking temporary use of Saint Mary’s College (“COLLEGE”) residence hall.

b. “LICENSEE:” Parties to this Residence Hall and Dining Services License (“LICENSE”) are the individual seeking temporary use (“LICENSEE”) and Saint Mary’s College of California (“COLLEGE”). By signing below, LICENSEE agrees to the terms and conditions set forth in this LICENSE.

II. TERMS OF OCCUPANCY

a. The LICENSE is binding for Fall, January and Spring terms of the 2015-16 Academic Year and is assignable unilaterally and solely by the Campus Housing Office. Dates of use are as specified in this LICENSE and the Undergraduate Academic Calendar. If the LICENSE is entered into after the beginning of the Fall, January, or Spring term, dates of use are for the remainder of the Academic Year, concluding with the Spring term.

b. The first day of use under this LICENSE shall be 9:00 a.m. on Sunday, August 30, 2015. The first day of use for LICENSEE participating in Weekend of Welcome activities is 9:00 a.m. on Thursday, August 27, 2015.

c. The last day of use under this LICENSE shall be 5:00 p.m. Thursday, May 19, 2016 or 24 hours after LICENSEE’S last exam, whichever comes first. The last day of use for LICENSEE graduating is 12:00 p.m. Sunday, May 22, 2016. LICENSEE participating or assisting at the commencement ceremony must request and be granted permission to remain in the residence hall; additional charges will apply.

III. FIRST YEAR RESIDENTIAL REQUIREMENT

a. All freshmen are required to live on campus. Students who wish to be exempt from the housing requirement or released from their license must apply for an exemption or release to the Dean of Students.

b. Freshmen admitted in the fall are liable for room and meal plan fees for that academic year (Fall, January and Spring terms); freshmen admitted in the Spring term are liable for that Spring term.

c. All first-year LICENSEES may initially be billed by the Business Office for the Dormitory Style Double Room. Once a room assignment has been made and approved by the Campus Housing Office, the student’s account is adjusted to reflect current room assignment, i.e. Dormitory Style Single Room, Dormitory Style Double Room or Dormitory Style Triple Room.

d. Saint Mary’s shall not be responsible for any loss to student in the event that student enters into any non-Saint Mary’s sponsored off campus housing agreement prior to their application for exemption being reviewed and a decision having been reached by Saint Mary’s.

IV. RATES, DEPOSITS & TERMINATIONS

a. Rates

   i. All rates are ANNUAL amounts and the room and meal plan rates are outlined in the previous charts.

   ii. LICENSEE understands that this rate excludes Christmas recess period (10:00am, Friday, December 11, 2015 or 24 hours after LICENSEE’S last exam, whichever comes first, through 12:00pm. Sunday, January 3, 2016). LICENSEE is not permitted access to COLLEGE provided residential facilities under this LICENSE, unless special permission has been requested by the LICENSEE and granted by the COLLEGE. If LICENSEE requests and receives permission to stay on-campus during recess
periods, LICENSEE will be charged additional fees and costs. If LICENSEE requires entry into their room during a closed recess period, an additional charge of $15.00 will be applied to the LICENSEE’S student account.

iii. Room and meal plans are charged in two equal amounts, one for Fall and one for Spring. January term room and board are included with Fall and Spring at no additional charge. Students returning in January Term from study abroad will be charged a pro-rated amount for housing and/or meal plan. Should residency hall type change during the academic year, the charge will be pro-rated to reflect appropriate residence hall type and term of occupancy.

iv. There is no separation of room and board for those students who execute this LICENSE.

b. Deposits
   i. LICENSEE, if a returning student, is required to submit a $350.00 non-refundable room reservation deposit. It is understood that this deposit is applied to the room and board charges for the 2015-16 Academic Year.

   ii. LICENSEE, if an incoming student who has made a $650.00 deposit to the Admissions Office, does not need to make an additional deposit as the $350.00 was included in this payment.

   iii. LICENSEE, if studying abroad for the Fall term, may choose to submit a $350.00 non-refundable room reservation deposit that guarantees an on campus bed upon their return for January and/or Spring terms.

c. Cancellation Prior to Move In
   i. Upon written request to and approval from the Campus Housing Office, before assuming residency, the LICENSEE may cancel this LICENSE. Cancellation will result in forfeiture of the non-refundable $350.00 room reservation deposit.

d. Termination and Releases
   i. In the event that there is withdrawal, voluntary or involuntary, for any reason from the residence halls after commencing use and prior to the expiration of the Fall, January and Spring terms of the 2015-16 Academic Year, LICENSEE forfeit’s that term’s fees and there will be no refund.

   ii. LICENSEE must leave the residence hall and remove all personal possessions within twenty-four (24) hours of withdrawal, suspension or dismissal.

   iii. LICENSEE may terminate Spring charges if written notice is given to the Campus Housing Office of intent to cancel by 4:30 pm on Wednesday, December 2, 2015. Failure to provide notice by this date will result in a $450.00 late notification charge.

   iv. The following exceptions will entitle LICENSEE to a pro rata refund of the fee paid pursuant to this LICENSE: (a) Mid-year graduation or completion of degree program, or (b) Participation in a specific academic program involving study abroad, or non-local internship.

V. THE LICENSEE:
   a. SHALL upon commencing use of the residential facilities, be a full-time registered student. Full-time students carry a minimum of 3.00 course credits in the Fall and Spring terms and one course credit during the January term. NOTE: The Dean of Students or designee of the COLLEGE must approve any waivers, modifications and exceptions to the terms and conditions of this LICENSE; such approval, if granted, must be in writing. Students failing to maintain full-time status and who fail to obtain a waiver will be provided with notice that their room assignment has been revoked and they must leave the residence hall.

   b. SHALL PAY charges for room and board in accordance with general COLLEGE billing procedures as documented in the College Catalog. LICENSEE shall have made arrangements for full payment of the student account for the current term or are subject to removal from their assignment.
c. **SHALL NOT USE** the assigned room for any business, commercial, professional or other activity not expressly set forth in this LICENSE. This LICENSE is non-transferable.

d. **SHALL** be responsible for the payment of $15.00 per lock out after two lock outs per semester.

e. **AGREES** that the COLLEGE may, from time to time and without prior notice, promulgate and enforce additional rules and regulations which may be reasonably necessary or appropriate for the safety, care and cleanliness of the room or residence hall, the general operation of the COLLEGE, or for the general welfare of its students, and LICENSEE agrees to observe such regulations. Campus Housing staff, or designee, will conduct at least two health and safety inspections during the academic year.

f. **SHALL NOT MAKE** any structural changes or additions to the room, including, but not limited to, lofts and bars; shall not paint or alter the room; shall not mount televisions on the wall; shall not attach wallpaper, bookcases, cupboards, shelves, doors, or any other matter to the room; or shall not change locks; shall not remove any articles found in the room. LICENSEE is not permitted to display on or decorate windows or areas outside the assigned room. Violation of any of the above provisions or any other terms and conditions of this LICENSE may result in a fine and/or referral to the campus disciplinary system, in addition to any legal remedies that may be available to COLLEGE.

g. **AGREES** that all persons in or about COLLEGE property with LICENSEE’S permission or as LICENSEE’S guest, shall comply with all rules and regulations in effect with respect to the campus, including but not limited to any applicable policies regarding noise, pets, guest parking and extended guest visits, as may be further described in the 2015-16 Undergraduate Student Handbook and in other COLLEGE publications, which are hereby incorporated by this reference.

h. **SHALL MAINTAIN** the accommodations and furnishings of the COLLEGE intact and in a clean and orderly condition, normal wear and tear excluded, and shall leave such accommodations and furnishings, respectively, in a clean and orderly condition at the termination of this LICENSE. At the time a LICENSEE moves into a room/suite/townhouse, the LICENSEE is responsible for completing a Room Condition Report indicating the condition of the room/suite/townhouse and its furnishings by the date specified on the form. Failure to do so will result in the LICENSEE being charged for all damages found upon final inspection and will lose the right to appeal those charges. Each LICENSEE of a room/suite/townhouse will be billed equally for damages or custodial fees unless individual responsibility is accepted, except to the extent that Saint Mary’s is able to determine that it is more likely than not that a particular LICENSEE is responsible, Saint Mary’s will bill the entire amount to the responsible LICENSEE.

i. **SHALL MAINTAIN** the cleanliness of their room/suite/townhouse and must maintain reasonable sanitation and safety standards. Waste materials should be removed regularly. LICENSEES are responsible for cleaning their rooms. If the COLLEGE must clean the room/suite/townhouse, an appropriate charge will be assessed equally to the LICENSEE(S).

j. **SHALL BE LIABLE** personally to reimburse the COLLEGE for loss or damage caused by the LICENSEE and/or guests to the residence hall, its furnishings, other campus property, at the time such loss or damage occurs, regardless of whether the LICENSEE has any applicable insurance.

k. **SHALL BE LIABLE** collectively in the event of extraordinary damage, in COLLEGE’s sole assessment, caused to a particular resident hall suite, floor or building or to the immediate vicinity of LICENSEE’S building, by parties unknown to COLLEGE, on a pro rata basis for the repair of said damage, along with all suitemates (for damage to a suite), floor mates (for damage on a particular floor) or all users of LICENSEE’S particular building (for damage to the building or areas around the building).

l. **SHALL NOT COOK** in rooms which do not have approved kitchen facilities except by microwave oven. Hot plates, toasters, fry pans, broilers, griddles, portable barbeques and other electrical or heating appliances are not permitted.

m. **SHALL NOT POSSESS** air conditioners, space heaters, halogen lighting, electric/heating blankets and other electrical or heating appliances.
n. If under 18 years of age, **SHALL HAVE** his/her parent or appointed legal guardian guarantee by executing this LICENSE and promptly paying to the COLLEGE of all sums payable by RESIDENT under this LICENSE as per the Room and Board Payment Schedule.

o. **SHALL PARTICIPATE** in an approved meal plan with the exception of those living in townhouses, specified herein as residence halls: Ageno East, Ageno West, Freitas, Guerrieri East, Guerrieri West, Sabatte, Syufy and Thille halls. A decrease in meal plans must be made by the Friday of the second full week of the term. An increase in meal plans can be made at any time.

VI. **THE COLLEGE:**
   a. **SHALL PROVIDE** accommodations as stated in the 2015-16 Undergraduate Student Handbook.
   
   b. **DOES NOT GUARANTEE** specific residence halls, rooms, or roommates.
   
   c. **RESERVES** the right to reassign LICENSEE(S) to another space or residence hall or assign another student to a vacant space in a room/suite/townhouse at any time during the term of this LICENSE for reasons deemed sufficient by the COLLEGE, including but not limited to achieving double or triple occupancy. This right includes, but is not limited to, the College’s right to reassign LICENSEE(S) who reside in areas designated for persons with disabilities when the room may be needed for the accommodation of another facility user. This LICENSE will remain in effect and will apply to the LICENSEE’S use of that other space. LICENSEE(S) who misrepresent the truth, intimidate assigned or prospective roommates or otherwise attempt to manipulate the housing assignment process are subject to being moved to another room/suite/townhouse, student discipline action and/or LICENSE termination.
   
   d. **RESERVES** the right to increase room occupancy as long as such increase conforms to prevailing occupancy and health standards.
   
   e. **RESERVES** the right to approve LICENSEE’S request for transfer to other accommodations only under special circumstances and at the COLLEGE’s sole discretion.
   
   f. **WILL NOT ASSUME** responsibility for any property of LICENSEE which is abandoned, lost, stolen, damaged, or destroyed in the residence halls, on or off-campus parking lots (including in vehicles), at any time including, but not limited to, periods when the LICENSEE is absent from the assigned room. If LICENSEE wishes to have his or her property insured for loss, LICENSEE is responsible for obtaining applicable insurance at LICENSEE’S own expense. (Absent such coverage, any losses of LICENSEE’S property will NOT be covered or reimbursed by the COLLEGE. LICENSEE is solely responsible for payment of any deductible under any insurance policy that LICENSEE obtains.) If LICENSEE abandons or vacates the residence hall/townhouse/suite, then the COLLEGE may consider any personal property left on the premises to be abandoned and may dispose of it at LICENSEE’S expense in any manner allowed by law.
   
   g. **RESERVES** the right to permit authorized agents or employees of the COLLEGE to enter a room for the following reasons, including but not limited to, fire, health and safety and vacation closing inspections; maintenance and housekeeping purposes; in case of any emergency in which the room, building, or premises are endangered; or pursuant to the investigation of suspected violations of any College policy as well as to enforce discipline (see 2015-16 Undergraduate Student Handbook).
   
   h. **COLLEGE** shall not be liable under this LICENSE to LICENSEE for failure of other facility users to abide by COLLEGE policy, though COLLEGE endeavors to take appropriate action when it is aware that COLLEGE policies are being violated by licensees and/or their guests.

VII. **ENTIRE AGREEMENT**
   a. This LICENSE agreement constitutes the entire understanding between LICENSEE and COLLEGE with respect to the subject matter hereof and it may not be amended except in writing and approved by COLLEGE-signed confirmation. This LICENSE supersedes any and all other agreements or representations, whether oral or written, regarding the subject matter hereof and such other agreements or representations.
shall have no effect. This Agreement shall be governed by and construed under the laws of the State of California.

VIII. **SEVERABILITY**
   a. If any term of this LICENSE is deemed or found to be illegal, void or otherwise unenforceable, it shall be severed from this LICENSE without affecting the validity of the remainder of this LICENSE.

IX. **COLLECTION**
   a. In addition to termination of this LICENSE, the College may refer LICENSEE to a collection agency for any unpaid balance after reasonable efforts have been made to collect the balance due. Collection agencies will charge interest and penalties and may report to credit bureaus.

X. **NOTICES/DISCLOSURES**
   a. This LICENSE is accompanied by a Notices and Disclosures document, which is made a part of this agreement by this reference. You are responsible for reading this document and complying with any instructions included in it.
Mold. Mold is a naturally occurring organism that feeds on organic matter. When items covered with mold are disturbed, mold spores may be released and may cause some people to experience negative health effects. The room to which you have been assigned should be free of any mold, mildew, standing water or excessive moisture. If upon entering your assigned room for the first time you discover mold, mildew, moisture or standing water, you are required to notify your RA or RD immediately so that the College can assess the situation and take appropriate action to clean the room. You agree that in using the room assigned to you by the College during the term of the LICENSE, you will maintain the assigned room, and any commonly shared areas of the room or suite, in a clean manner to inhibit the growth of mold. Maintaining the cleanliness and dryness of your room includes, but is not limited to, regularly cleaning, especially sink and shower areas, and promptly removing all trash; preventing water from entering your room by closing windows during adverse weather events and promptly drying any puddles or areas of dampness; and maintaining air circulation within your room by keeping wall coverings to a minimum and running fans or opening windows when weather permits.

Lead paint and asbestos. The State of California, as well as federal agencies have identified a number of materials and/or chemicals known or thought to cause adverse health effects when people are exposed to them. Asbestos is a material that was common in many building products used in structures built prior to 1981, which includes many campus structures. Additionally, campus facilities built prior to 1978 may contain lead paint. The College tests for and abates asbestos, lead paint and other hazardous materials as part of any renovation project that will disturb these materials. Otherwise, the College follows a practice of maintaining such materials in place. The room to which you have been assigned should be in good condition and repair. In the event that there is damage or other maintenance problems at the time you move into the room, you are required to notify your RA or RD immediately so that the College can assess the situation and take appropriate action to repair any damage or perform any required maintenance. During your period of licensed use of the campus facility, it is your responsibility to not damage the room, including peeling or chipping the paint, ceiling or floor tiles, and to immediately report any instance of damage. You must not make any alterations to the room, including but not limited to drilling or puncturing holes in the floors, walls or ceilings.

Pest Control. The College contracts with a pest control company for the prevention and removal of common residential pests. A copy of the notice by the pest control company is available through Facilities Services. Please ask your RA or RD if you wish to review a copy of this notice. Please assist the College in minimizing pest problems by maintaining your assigned room and other spaces in a clean manner. You agree that you will properly store any food and dispose of any food containers and other items, and you agree that you will promptly remove trash.

Bed Bugs. Bed bugs are a growing concern across the nation and are becoming a significant issue in multi-unit dwellings, such as apartment complexes, hotels and dormitories. Many bed bug infestations can be prevented through good practices. The first line of defense is being aware of the level of cleanliness in places where you may sleep when traveling and being aware of the potential presence of bedbugs. To reduce the risk of bed bugs, your responsibilities include, but are not limited to: regularly cleaning your assigned room and promptly removing trash; ensuring that any furniture or bedding brought into your assigned room or suite is free of bed bugs; and preventing the introduction of bed bugs into your residence hall by ensuring that no bed bugs have "hitch-hiked" on your luggage, clothing or other belongings after trips away from campus. If you believe that your room may be infested with bed bugs, immediately contact your RA or RD. Bed bugs multiply rapidly and can quickly infest other rooms in your residence hall, causing major problems for your residence hall neighbors.

If during your use of the College facility, you discover mold in your room, or you cause or discover any damage to the room, or if you believe there is a pest problem, you agree that you will immediately contact your RA or RD so that the College can assess the situation and respond appropriately.