



SAINT MARY'S COLLEGE OF CALIFORNIA
RESIDENCE HALL and DINING SERVICES LICENSE 2019-2020
& TERMS AND CONDITIONS OF THE LICENSE

CAMPUS HOUSING OFFICE RETURNING STUDENT LICENSE CANCELLATION POLICY

Reserve a room only if you want one.

Students planning to move off-campus or to commute from home are asked NOT to reserve space during the Room Reservation Process. To do so only limits the choice of those students wishing to remain in the residence halls and prevents a fair distribution of the most desirable locations.

LICENSES ARE FOR A COMPLETE ACADEMIC YEAR.

Housing licenses are issued to assure applicants a space for the entire academic school year. By willfully signing a full year license, then later canceling, you are denying a space to a student who could have otherwise lived on campus for the full academic year.

In order to finalize the room reservation, each student must sign a Housing License for the entire academic year and submit their housing prepayment by April 22, 2019. Signing to the terms and conditions of the license includes agreeing to the cancellation deadlines and associated fees.

Continuing Saint Mary's College students who reserve rooms during the Room Reservation Process but change their plans and cancel their Housing License will be subject to the following cancellation chart.

Cancellation By May 1st: Cancellation with no cancellation fee, refund of any Housing Prepayment submitted. **(Total fees lost \$0)**

Cancellations between May 2nd and May 31st: Students will lose their Housing Prepayment and will be subject to a \$200 cancellation fee. **(Total fees lost: \$550)**

Cancellations between June 1st and June 30th: Students will lose their Housing Prepayment and will be subject to a \$300 cancellation fee. **(Total fees lost: \$650)**

Cancellations between July 1st and July 31st: Students will lose their Housing Prepayment and will be subject to a \$400 cancellation fee. **(Total fees lost \$750)**

Cancellations between August 1st and August 30th: Students will lose their Housing Prepayment and will be subject to a \$500 cancellation fee. **(Total fees lost \$850)**

Cancellations after the start of the license for the fall term: Students will forfeit the \$350 Housing Prepayment amount AND will be responsible for the entire semester's housing charges and will be subject to a \$750 cancellation fee, if cancelling during the Fall term. **(Total fees lost = \$350 prepayment + the cost of the semester housing charges +\$750 Cancellation Fee).**

For cancellations effective for Jan Term or Spring Term refer to section IV. Rates and Payments, letter D.

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. 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 2019-2020 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, September 1, 2019. The first day of use for LICENSEE participating in Weekend of Welcome activities is 9:00 a.m. on Thursday, August 28, 2019.
- c. The last day of use under this LICENSE shall be 12:00 p.m. Friday, May 22, 2020 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 24, 2020. 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 for specific extenuating circumstances 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 rate of a traditional style single room with the included meal plan. 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. Traditional Style Single Room, Traditional Style Double Room or Traditional 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.
- e. LICENSEE, if an incoming student who has made a \$650.00 deposit to the Admissions Office, does not need to make an additional prepayment as the \$350.00 was included in this payment.

IV. RATES, PREPAYMENT & TERMINATIONS

a. Rates

- i. All rates are ANNUAL amounts and the room and board plan rates are available on the Campus Housing website. The COLLEGE provides a bundled room and board rate for students in Traditional Style Residence Halls and Suite Style Housing. Students in the Townhouse Apartments are able to purchase an optional meal plan.
- ii. LICENSEE understands that Housing excludes Christmas recess period (12:00pm, Friday, December 13, 2019 or 24 hours after LICENSEE'S last exam, whichever comes first, through 12:00pm. Sunday, January 5, 2020). LICENSEE is not permitted access to COLLEGE provided residential facilities under this LICENSE unless the LICENSEE has requested special permission 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 temporary entry into their room during a closed recess period, an additional charge of \$25.00 will be applied to the LICENSEE'S student account. If LICENSEE desires housing during Christmas recess period they shall request their recess housing and if approved will be charged per night. Christmas recess housing will be charged \$30 per night for traditional and suite style housing or \$40 per night for townhouse style housing onto their student account.
- iii. Room and board plans are charged in two equal amounts, one for Fall and one for Spring. January term room and boards are included with Fall and Spring at no additional charge. Students returning in January from study abroad will be charged a pro-rated amount for housing and/or board 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, in traditional or suite style housing, who execute this LICENSE.
 - v. LICENSEE who request an early arrival or a late stay will be charged \$30 per night for traditional and suite style housing or \$40 per night for townhouse style housing onto their student account.
- b. **Housing Prepayment,**
- i. LICENSEE, if a returning student, is required to submit a \$350.00 non-refundable room reservation prepayment. The deadline to submit the prepayment is April 22, 2019. It is understood that this prepayment is applied to the room and board charges for the 2019-2020 during the spring term of the Academic Year. The Campus Housing Office reserves the right to cancel the license if the non-refundable room reservation prepayment is not submitted.
- 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 prepayment.
 - ii. Continuing students may cancel their LICENSE via the following cancellation proration chart:
 - 1. By May 1: Cancellation with no cancellation fee, refund of any Housing Prepayment submitted.
 - 2. Between May 2 and May 31: Students will lose their Housing Prepayment and will be subject to a \$200 cancellation fee.
 - 3. Between June 1 and June 30: Students will lose their Housing Prepayment and will be subject to a \$300 cancellation fee.
 - 4. Between July 1 and July 31: Students will lose their Housing Prepayment and will be subject to a \$400 cancellation fee.
 - 5. Between August 1 and August 30: Students will lose their Housing Prepayment and will be subject to a \$500 cancellation fee.
- 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 2019-2020 Academic Year, LICENSEE forfeit's that term's fees and a \$500 cancellation fee will be applied to the students account, and there will be no refund of the prepayment.
 - 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 November 29, 2019 with the following fees assessed:
 - 1. Transferring or no longer attending the COLLEGE for the remainder of the academic year; A \$500 Cancellation Fee and forfeiture of housing prepayment will be assessed and there will be no charges assessed for spring.
 - 2. Study Abroad Program through the COLLEGE where tuition and fees are charged, no cancellation fee will be assessed, LICENSEE will receive refund of housing prepayment.
 - 3. External Study Abroad Program through a non-Saint Mary's program, where tuition and fees are not assessed to the Saint Mary's student account: A \$500 Cancellation Fee and forfeiture of housing prepayment will be assessed and there will be no charges assessed for spring.
 - 4. Moving Off-campus and continuing as a student at the COLLEGE: A \$1000 Cancellation Fee and forfeiture of housing prepayment will be assessed and there will be no charges assessed for spring.
 - 5. Graduation or completion of degree program no cancellation fee will be assessed, LICENSEE will receive refund of housing prepayment.

6. Non-local Internship LICENSEE must be enrolled in courses at SMC during their internship to be exempt from cancellation fees and to receive a refund of housing prepayment.
7. Failure to provide notice by November 29, 2019 will result in an additional \$250.00 late notification charge, in addition to the charges above.

V. **THE LICENSEE:**

- a. **SHALL** upon commencing use of the residential facilities, be a full-time registered student. To be considered full-time, students must carry a minimum of 3.00 course credits in the Fall and Spring terms and one course credit during the January term. NOTE: Students failing to maintain full-time status must seek approval in writing, through the Declaration of Part-Time Enrollment Status form, from the Dean of Students or designee of the COLLEGE. The Dean of Students or designee approves any waivers, modifications and exceptions to the terms and conditions of this LICENSE for students who are considered less than full-time status. 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 \$25.00 per lock out after one lock out per term.
- e. **SHALL** be responsible for the payment of \$75.00 room change administration fee for any room changes throughout the academic year. LICENSEE will not be responsible for this fee in the case of a temporary room change coordinated by the COLLEGE.
- f. **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.
- g. **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.
- h. **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 *Undergraduate Student Handbook* and in other COLLEGE publications, which are hereby incorporated by this reference.
- i. **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. The COLLEGE will not remove or store any furniture that is provided in the room/suite/townhouse.

- j. **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).
- k. **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.
- l. **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).
- m. **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.
- n. **SHALL NOT POSSESS** air conditioners, space heaters, halogen lighting, electric/heating blankets and other electrical or heating appliances.
- o. 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.
- p. **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, Syuffy and Thille halls.

VI. **THE COLLEGE:**

- a. **SHALL PROVIDE** accommodations as stated in the Residence Hall and Dining Services License. LICENSEE(S) who need accommodations due to a disability are required to register with the Student Disability Services office as outlined in the *Undergraduate Student Handbook*, available electronically.
- 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 *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.

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 LICENSEE is agreeing to abide by the policies, procedures, terms and conditions for Residence Halls as found in the *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 LICENSEE written notice.

Signature of LICENSEE (**must be in ink**): _____ Date: _____

Signature of Parent or Guardian: _____ Date: _____

(Required only if LICENSEE is under 18 years of age)

RESIDENCE HALL and DINING SERVICES LICENSE: NOTICES AND DISCLOSURES

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, changing light fixtures or otherwise disturbing the walls, floors and 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.