

# STUDENT HOUSING LICENSE AGREEMENT

*Cal Poly Pomona Foundation, Inc.* *2009-2010*

## INTRODUCTION

Cal Poly Pomona Foundation, Inc., hereinafter referred to as Foundation Housing Service (FHS) operates a 328-unit transitional housing facility. Licensees shall abide by the rules and regulations below, which are intended to promote the spirit of cooperation that must exist for individual needs in a housing facility, as well as to assure the safety, comfort, and welfare of all residents. Licensee's acceptance of, and agreement to abide by, the regulations listed herein is acknowledged by Licensee's signature on the Student Housing License Agreement Affidavit or affixed electronically to Licensee's online application.

The following definitions apply to FHS policies:

**Licensee:** A Cal Poly Pomona student or student classified as being from a recognized consortium school and who has an approved housing license agreement with FHS and is assigned to a specific room/apartment within the Village. Licensees are responsible for following policies anywhere on the entire property at all times.

**Guest:** Any non-resident (including a parent, relative, significant other, friend, etc.) who is visiting a resident on University Village property.

**Occupancy:** Licensee has checked in with staff member and received keys to the housing facility.

## TERMS AND CONDITIONS

### COMMUNITY RESPONSIBILITY

As a resident of FHS, the Licensee must respect and value the concept of "community" and what it means to live and study together. In addition, individual autonomy (what you would like to do, regardless of others) must conform to the community (what others want to do and what they want you to do). You will find while living in your apartment that you are viewed as an adult who is self-reliant and self-responsible. This means that you derive not only personal freedom, but also responsibilities from being a FHS resident.

- A. Licensee has a responsibility, as a student and member of this community, to prevent and/or report a violation of any stated regulations, especially within an apartment.
- B. Licensee agrees to participate in FHS-sponsored processes to resolve conflicts or policy violations which may arise with other community members which may include roommate mediation and/or judicial process.

### COMPLIANCE WITH UNIVERSITY REGULATIONS, FEDERAL, STATE AND LOCAL LAWS

Licensee is required to abide by all University policies regarding student conduct and applicable federal, state and local laws including, but not limited to those listed in the Cal Poly Pomona University Catalog and Handbook. This License Agreement and the use of the housing facility shall be subject to the regulations contained in Title 5 of the California Code of Regulations, Sections 41301-41304 and 42000-42024.

### ENHANCEMENT OF EDUCATIONAL EXPERIENCE

- A. FHS shall endeavor to maintain a professional staff to work with students to develop a community within the housing facility to enhance students' educational experience at the University. FHS shall establish guidelines to facilitate resident input into the governance of the housing facility. A primary goal of FHS is to operate the facility in such a manner as to enhance the social, educational, developmental, and recreational opportunities available to Licensee.
- B. Licensee agrees to recognize the importance of maintaining the housing facility as an environment which is conducive for fellow students to study, live, eat, and sleep. While in the housing facility, Licensee agrees not to disturb this educational environment.

### LICENSE VIOLATIONS

Community guidelines are designed to encourage students to take responsibility for their actions and to insure that the rights of all members of the community are respected. The conduct process exists to address violations of the regulations outlined here, other relevant policies, and any inappropriate or illegal behavior or actions. Any FHS conduct procedure may take place prior to or concurrently with, University, or criminal process. Licensees who are believed to be in violation of one or more policies will be referred to the FHS conduct process. Licensee agrees to be subject to all rulings and decisions by the FHS conduct process.

### 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 or any other term or condition of this License Agreement.

### REVISED LICENSE AGREEMENT

The FHS reserves the right to revise license fees and any other charges upward or downward upon thirty (30) days written notice. The FHS also reserves the right to revise any policy, procedure, term, and/or condition of this License Agreement upon thirty (30) days written notice. Any change in University policy will be provided to Licensee in writing and will go into effect immediately.

### TAXABLE POSSESSORY INTEREST

It is the position of FHS that this License Agreement does not create taxable possessory interest in real property. However, pursuant to Revenue and Taxation Code S107.6, 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.

### UNIVERSITY VILLAGE HANDBOOK

FHS electronically publishes a University Village Handbook at the beginning of each academic year license period. The Licensee must follow all policies and procedures in the handbook. It is the responsibility of the Licensee to familiarize him/herself with this handbook and ask questions, if necessary. This handbook can be viewed at [www.cppvillage.com](http://www.cppvillage.com)

# OPERATIONS POLICIES

## LICENSEE'S OCCUPANCY/CANCELLATION RESPONSIBILITIES

### ABANDONMENT OR TERMINATION BY LICENSEE

No attempted termination of this License Agreement or abandonment of the premises shall release Licensee from the financial obligation due the FHS from Licensee for the terms of this License. Licensee shall be obligated to pay FHS all amounts due under the License Agreement until possession of the premises is regained by FHS.

### CANCELLATION

Any Licensee seeking permission to vacate the housing facility prior to the expiration of the License Agreement term shall give at least thirty (30) days notice of intention to vacate by filing a Cancellation/Account Summary of License Agreement Request Form with the FHS office. In all cases, except graduation, Licensees must pay a cancellation fee in the amount of \$475 in addition to their thirty (30) days' notice. Appropriate documentation verifying approved graduation status is required at the time that the Cancellation/Account Summary of License Agreement Request form is submitted. Licensees who have completed their degrees at Cal Poly Pomona and have graduated from the institution during the license period may reside in their units one full quarter after their student status changes. If they choose to stay for the additional quarter, they must remain for the entire quarter or be penalized the cancellation fee of \$475 in addition to their thirty (30) days' notice. Appeals can take place if the following situations arise for a Licensee:

- Significant Licensee illness with detailed documentation from a licensed medical practitioner.
- Internship at a great distance from Cal Poly Pomona.
- Failure to receive official academic acceptance to Cal Poly Pomona.
- Military and/or national service.
- Documented catastrophic incident/s involving the Licensee and/or immediate family members.

### CHECKING OUT

The Licensee shall vacate the housing unit using procedures outlined by the FHS which are provided 30 days before the end of each quarter. Licensees must follow the guidelines in the Check-out/Transfer Procedures document available at the FHS office. All personal property must be removed from the apartment prior to the time that keys are returned. Failure to follow establish procedures shall result in removal of his/her personal property, moving/storage charges and lock change fees, and may result in the imposition of additional license fees including \$150 for late check-out and billing for continued occupancy. FHS does not accept any liability for these belongings left in your apartment. Licensee has the right to appeal charges to the Director of Housing or his/her designee by submitting an appeal by email to the director's email address within 30 days of receipt of charges.

### HOUSING AND FACILITY ASSIGNMENTS AND CHANGES

Changes from one bed space to another made at the request of the Licensee may be made with prior approval from the Housing Coordinator. Room/Apartment changes may be applied for after a three calendar week period that begins the day a new resident checks into an apartment. Changes will be approved on a space available basis. There is an administrative processing fee incurred anytime Licensee changes rooms and/or apartments. Students who switch rooms/apartments without completing an Apartment/Room Change Request Form and without approval of the Housing Coordinator will incur an additional penalty fee and may be required to move back to their original spaces.

### OCCUPANCY

FHS hereby grants Licensee permission to occupy one (1) assigned bed space within the housing facility as a Licensee for the term(s) as published, unless sooner terminated under the provisions of this License Agreement. Specific assignment of a bed space shall be made by FHS, and FHS reserves the right to change such an assignment at any time. Licensees are prohibited from subletting or renting their assigned space to another individual. FHS reserves the right to house others on a space available basis. Licensee is permitted to have one quarter (fall, winter or spring) that s/he is not enrolled in classes during the academic year. Summer Licensees are not required to be enrolled in classes but must be in good standing at CPP and as applicable, their consortium institution. Licensees who intend to forgo one quarter academic status as a student must submit a Request For Approval Of Non-Registration Form to the Assistant Director of Residential Operations or his/her designee.

### CONTINUANCE

Any Licensee registered for consecutive license periods is required to pay license fees consistent with their currently occupied space during the intersession period. Any Licensee checking out during such period will forfeit their assigned space for the upcoming license period and penalties and license fees will be assessed as per the cancellation policy described in this License Agreement. If Licensee will be occupying a different space and/or a license fee change is in effect for the upcoming license period, the appropriate license fees will apply effective the day Licensee takes possession of the new space or the last day of the preceding license period, whichever is earlier.

### REVOCAION OF LICENSE AGREEMENT

- A. FHS may revoke this License Agreement upon the occurrence of the following conditions:
1. In the event of any Licensee misconduct listed in the Cal Poly Pomona University policies regarding student conduct and applicable federal, state and local laws including, but not limited to those listed in the Cal Poly Pomona University catalog and Handbook.
  2. Failure of Licensee to maintain status as a regular full-time student at Cal Poly Pomona University or recognized consortium institution.
  3. The breach by Licensee or a guest, of any terms or conditions of this License Agreement, including but not limited to failure to abide by FHS policies stated in this agreement, or failure to pay fees.
  4. Administrative discretion of FHS.
  5. Failure of Licensee to promote a group living environment conducive to the enhancement of the safety, comfort, and wellness of all residents.
- B. FHS shall provide Licensee not less than three (3) days' notice in the event of an occurrence described in subsections (1), (2), (3), and (5) and not less than fourteen (14) days' written notice in the event of subsection (4) except in cases of emergency.
- C. Upon revocation of this License Agreement for any reason, Licensee shall pay a \$475 revocation/cancellation fee in addition to any and all other amounts due or owing under the License Agreement.

## **LICENSEE'S FINANCIAL RESPONSIBILITIES**

### **DAMAGE/CLEANING CHARGES**

Licensee will be responsible for paying for damage/cleaning to the building/property caused by unauthorized pet or service animal and for damaged or missing furniture, fixtures or equipment. When more than one resident occupies a unit and responsibility for damages or loss in the unit cannot be determined to have been caused by one individual, after investigation, the cost of damages or loss will be divided and assessed equally among all residents of the unit. A "Room & Apartment Inventory Form" must be submitted within 48 hours of taking occupancy of a space in to avoid being charged for damages or loss which occurred prior to occupancy. Licensee has the right to appeal charges to the Director of Housing or his/her designee by submitting an appeal email to the director's email address within 30 days of receipt of charges.

### **DELINQUENT PAYMENTS**

No invoices or fee bills are sent to the Licensee; it is the Licensee's responsibility to make timely payments. Unpaid fees become delinquent if not made by the due date as shown on the housing fee schedule. A late fee is assessed if license fee or any past due fee is paid after the 10<sup>th</sup> day of the month. Licensees may request to pay license fees late (without a late fee) by electronically submitting a late fee waiver request by the 10<sup>th</sup> day of the month. Licensee may only make this request (3) times during the Academic Year and (1) time during the summer.

If a Licensee's personal check is returned by the bank, FHS may require all future payments to be made by cash, credit card, postal money order, or cashier's check. All returned checks fees will be paid by Licensee up to the maximum allowed by law. Until a returned check is replaced with cash, credit card, postal money order, or cashier's check, Licensee's account will remain delinquent. If license fee is delinquent more than thirty (30) days, FHS may revoke the license agreement and/or pursue legal action against Licensee.

### **FACILITY FEE**

Licensees will pay the FHS a one-hundred fifty dollar (\$150) non-refundable Facility Fee for the academic year license period and a twenty-five (\$25) non-refundable Facility Fee for the summer license period at the time of committing to any space, whether selected or assigned. The Facility Fee remains at the rates stated independent of the dates of check-in and check-out during the quarters. The Facility Fee is to be used for restoration of normal wear and tear damage and cleaning within the unit. Additional damage charges will be billed separately to Licensees accordingly.

### **LEGAL FEES**

Licensee agrees to pay the reasonable attorney's fees and costs incurred by the FHS as a result of Licensee's violation of any of the terms and conditions in this License Agreement.

### **LICENSE FEE PAYMENTS**

License fees are due and payable in full on the first day of each month. No penalty will be assessed if payment is made by the 10<sup>th</sup> day of each month.

### **REFUNDS**

FHS shall authorize refunds only as provided for in Title 5 of the California Code of Regulations and this Student Housing License Agreement. To obtain a refund of any fee paid to FHS, the Licensee must complete and submit to FHS a "Cancellation/Account Summary of License Agreement Request Form". Refunds take approximately four (4) to six (6) weeks from the date of check-out to reach the student.

### **TREATMENT OF INDEBTEDNESS**

Failure of Licensee to satisfy financial obligations of this License Agreement shall subject Licensee to one or more of the following:

1. Late fee(s) charged as stated in fee schedule.
2. Revocation of the license agreement. Legal action to collect unpaid obligations or to obtain possession of the housing facility.
3. Removal from the housing facility.
4. Placement of a University wide "hold" on all transcripts, diplomas, class registration and restriction against the acceptance of personal checks for payment.
5. Notification of default to credit bureau organizations.
6. Not being allowed to renew license agreement for any future license periods.
7. Payment of FHS' reasonable attorney's fees and other costs incurred in (A) the collection of amounts due FHS from Licensee and/or (B) evicting Licensee.
8. By signing the license agreement, Licensee consents to the release of information from student records to non-Foundation third parties such as credit bureaus, credit gathering organizations, skip tracers, billing agencies, collection agencies, legal counsel, parents, and employees, who may, in the judgment of FHS, be necessary or helpful in the collection of delinquent obligations arising out of the agreement.
9. By signing this license agreement, Licensee gives permission to Cal Poly Pomona University and Cal Poly Pomona Foundation, Inc. to use any means necessary to collect payments due.

## **LICENSEE'S GENERAL HOUSING RESPONSIBILITIES**

### **FOUNDATION HOUSING TECHNOLOGY ACCEPTABLE USE POLICY**

FHS offers connection (Shared Ethernet) for the apartment to the California State University Network via the campus network (CPPNet). The purpose of this connection is to enhance and support the educational experience of the student by facilitating the sharing of knowledge and information. The services of facilities are designed to provide reliable individual access to the campus network, electronic mail, and the Internet. They are not designed for experimentation with network protocols, running experimental networks/servers or providing of such services to outside entities or individuals or other functions that might compromise the quality and integrity of services. Students may elect to contract with a non-University internet service (in their bedrooms) as long as no additional wiring needs to be installed and it must not interfere with the University internet system. **THE USE OF DEVICES DESIGNED TO PROVIDE WIRELESS ACCESS TO THE CPP NETWORK IS PROHIBITED AND WILL RESULT IN SUSPENSION OF CPP NETWORK ACCESS.** The policy in its entirety and regular updates can be found at the Division of Instructional and Information Technology website at <http://www.csupomona.edu/-iit/policies.shtml>. This policy is subject to change without notice, but in accordance with University policy.

### **KEYS**

Each Licensee is issued keys to his/her apartment and mailbox. Each Licensee is responsible for his/her keys. Under no circumstances are keys to be duplicated or loaned to another individual. A non-refundable charge will be assessed for any replacement key(s) issued to the Licensee during occupancy and/or key(s) lost or not returned upon Licensee's check-out. In the event an apartment key is lost, stolen, or loaned out, a lock change will occur in the apartment and

the Licensee will be charged \$150.00 for apartment keys and \$25.00 for mailbox keys. In addition, if the Licensee leaves without following established check-out procedures, the locks will be changed and the Licensee will be assessed for the apartment/mailbox lock change.

### **LOCKOUTS**

Licensees are responsible for carrying their unit keys at all times. If a Licensee should be locked out of his/her unit, he/she can request assistance from the staff during regular business hours. This request should be made at the FHS office. For after hours, holidays, and weekend lockouts, contact the on-duty Community Advisor for assistance. During each quarter, licensee will be allowed two (2) FREE lockouts. On the third (3) lockout per quarter and anytime thereafter, licensee will be assessed a fee of \$25.00. Excessive lockouts will result in disciplinary action.

### **LAUNDRY FACILITY**

A laundry facility with washers and dryers is provided for the use of the Licensees. It is the responsibility of the Licensee to abide by all rules posted in the laundry room. FHS accepts no responsibility for lost or damaged articles. Licensees are prohibited from using laundry room trash containers for their apartment's garbage.

### **MONTHLY CLEANING SERVICE**

A light cleaning of Licensees apartment will take place on a monthly basis. Licensee will be notified of the cleaning schedule via an e-mail sent to Licensees CPP e-mail account. It is the Licensees responsibility to make their apartment ready for the cleaning crew by following the directions on the notice. This is a required serviced provided to Licensee and the Licensee does not have the choice to refuse cleaning.

### **MAIL SERVICE**

- A. The US Postal Service will deliver mail once per day, except weekends, holidays, or any other day that the University is closed.
- B. FHS staff will sort and distribute mail to Licensee's mailboxes. Licensee is required to check mailbox in a timely manner. If FHS staff is unable to distribute mail due to a full mailbox, the Licensee may be assessed a penalty fee.
- C. FHS will utilize the mailboxes to distribute FHS correspondence. Such correspondence includes, but is not limited to late payment letters, licensing information/timeline, License Agreement revisions, and FHS event information. The Licensee will be held responsible for all FHS correspondence.

### **PARKING**

All Licensees who possess a motor vehicle and wish to park in the FHS parking lot must register their vehicles with their educational institutions' parking offices and the FHS office. All motor vehicles parking in the FHS parking area must display a valid CPP or consortium institution parking permit with a current Village parking sticker. Each Licensee will be issued only one gate card but may register one automobile (car or truck) and one motorcycle in the Village as long as each vehicle possess a CPP or consortium institution parking permit. All motor vehicles, as defined in the California Vehicle Code, shall be operated with due regard for the safety of all members of the housing community, including following all posted signs and speed limits. Please see the University Village Handbook for a complete list of all parking rules and regulations.

### **UTILITIES**

The FHS will arrange for water, trash disposal, basic cable TV, electric, and gas service for each housing unit. Electric and gas usage is tracked monthly, by unit. *Any excessive use may result in Licensee being charged accordingly for this usage. Excessive use is defined by utilizing historical utility data with an allowance for reasonable market value adjustments.*

## **FHS' RESPONSIBILITIES**

### **DESTRUCTION OR UNAVAILABILITY**

In the event that a bed space and/or unit is destroyed or becomes unavailable as the result of conditions not caused by Licensee and not reasonably foreseen at the time this License Agreement is made, Licensee shall be entitled to a pro-rata refund of any fees applicable to periods after Licensee was required to vacate. Such conditions include but are not limited to damage caused by flood, mudslide, fire, earthquake, and other natural disasters and vandalism; civil disorder; compliance with state or federal laws; interruption of basic services because of labor strife; a drop in the rate of cancellations not reasonably foreseen by FHS, if such a drop results in the overbooking of available housing facilities. During the license period, there may be construction on the property. The effect of this construction may include, but is not limited to: power outages, increase in noise level, water/utility shut off, increase in dirt/dust, changes in parking areas, changes in walkways and changes in driving areas. FHS will inform residents of any changes as necessary.

### **INSURANCE**

FHS has no insurance to cover the personal or property damage or injury of Licensee. Therefore, the FHS highly recommends that Licensee obtain insurance.

### **MAXIMUM OCCUPANCY**

It is the intent of the FHS to house the maximum number of students per housing unit. Each unit (except those modified for the physically challenged) is designed to house four (4) residents.

### **PRO-RATED FEES**

A Licensee assigned a bed space in the housing facility later than the first day of the month shall be charged a pro-rated fee for the balance of the first month's license fee. Fees are pro-rated from the initial date of the License Agreement rather than from the date of occupancy and are based on a 30-day calendar month. No space will be held for occupancy for more than one week.

### **RIGHT OF ENTRY**

FHS has the right to enter the premises occupied by Licensee for the purpose of emergency, health, safety, maintenance, management, enforcement of applicable rules and regulations, inspection of premises, delivery of FHS information/newsletter, or for any lawful purpose. FHS shall exercise these rights reasonably and with respect for Licensee's privacy. Whenever practical, Licensee will be given advance notice of maintenance projects requiring entry into Licensee's unit that were not specifically requested by the Licensee. Licensee shall be solely responsible for safeguarding his/her belongings.

### **ROOMMATE ASSIGNMENTS**

The FHS assigns same gender roommates in as "compatible" a method as possible but without regard to race, religion, age, sexual orientation, national origin, or disability. The FHS does not guarantee the assignment of specific roommates.

# RESIDENTIAL STUDENT RIGHTS AND RESPONSIBILITIES (POLICIES AND CODE OF CONDUCT)

## ALCOHOL AND DRUG RESPONSIBILITIES

### ALCOHOL

- A. Sale, furnishing, or giving away of any alcoholic beverage to any person under the age of 21 is prohibited.
- B. Possession of an open container or empty alcohol container(s) shall be interpreted as consumption of alcohol. Possession of opened or visible containers of alcohol, (i.e. cups, cans, bottles, cases/boxes, etc.), within or on grounds immediately adjacent to the FHS is prohibited.
- C. Consumption, possession, or storage of alcoholic beverages by any Licensee under the age of 21 is prohibited.
- D. Licensee under the age of 21 may be in the presence of an alcoholic beverage in their unit only if another Licensee of his/her unit is 21 years of age or older. Non-Licensees and Licensees under the age of 21 from other units may not be present.
- E. Possession of bulk alcoholic beverages, defined as amounts for storage or use that is excessive for responsible personal use is prohibited. Possession/use of any empty or full keg, mini keg, party balls, or other mass drinking device (i.e. beer bong) is prohibited. The brewing of alcohol is prohibited.
- F. Possession, consumption, and display of alcoholic beverages or bottles/cans (full or empty) in a public view or place (patio/balcony, windows, pool, basketball court, etc.) are prohibited.
- G. Detectable intoxication of Licensees or guests, and/or inability to exercise care for one's own safety and/or the safety of others is prohibited.
- H. Drinking games are prohibited at the Village, this includes but is not limited to beer pong, quarters, flip cup or kings cup.

### CONTROLLED SUBSTANCES & PRESCRIPTION DRUGS

- A. Possession, purchase, consumption or use of illegal drugs or prescription drugs without an approved medical authorization/prescription is prohibited.
- B. The use or possession of marijuana in any form for medicinal use is prohibited. The California Compassionate Use Act does not apply to administrative cases involving use and possession of marijuana that violate CSU Student Conduct Code or the Student Housing License Agreement. University Village residents are NOT protected from adjudication under the California Compassionate Use Act.
- C. Distribution, sale, or supply of illegal drugs, controlled substances, narcotics, or prescription drugs is prohibited.
- D. Possession of paraphernalia commonly used for drugs and smoking materials (including, but not limited to: bong, hookahs, vaporizers, glass, wood and water pipes) is prohibited.

## COMMUNITY RESPONSIBILITIES

### GUESTS AND NON-LICENSEES

- A. Guests are any individual/s not assigned to an area, location or apartment that they are visiting. Guests must be with a Licensee assigned to that area, location or apartment (being visited) at all times when they are on property. You are not considered a guest if you are a Licensee and are visiting another Licensee in an apartment you are not assigned to. You will still be held to the License Agreement wherever you are on property.
- B. Licensees are responsible and accountable for the actions and behaviors of their guests while on the property, immediately adjacent areas, or at FHS-sponsored or supervised activities. Licensee agrees to inform guests of all policies and procedures as set forth by this agreement.
- C. Guests must not infringe on the rights of other Licensees. FHS reserves the right to deny access to any guest whose behavior is deemed inappropriate.
- D. Licensee must seek the written approval of all roommates prior to the presence of a guest. Guests are limited to a maximum of 10 overnight stays per quarter. An administrative fee per guest per night may be charged to Licensees who violate this policy.
- E. Underage guests are prohibited from the pool area at all times.
- F. No more than eight (8) people (including Licensees) are allowed in a unit (including porches/patios) at any given time.

### NOISE VIOLATION

- A. Licensee and guest must abide by the established courtesy/quiet hours by maintaining a reasonable noise limit at all times. Any excessive sound or violation of established courtesy/quiet hours from any person, noise-producing amplified instruments, speaker system, or musical device (stereo, radios, etc.) that can be heard beyond bedrooms or apartments is prohibited. A music practice room for Licensee use is provided in the Recreation Center.
- B. Courtesy Hours are in effect twenty four (24) hours a day, seven (7) days a week.
- C. Quiet Hours are 10:00 p.m. to 8:00 a.m. (Sunday evening through Friday morning) and 1:00 a.m. to 10:00 a.m. (Friday evening through Sunday morning). These hours are enforced in the pool and surrounding area, basketball court, and other recreation areas on FHS property. During finals week, quiet hours are in effect 24 hours a day.
- D. Contractors and FHS staff shall abide by all quiet hours, except in a maintenance emergency or during planned construction projects.

## GENERAL BEHAVIORAL RESPONSIBILITIES

### ABUSIVE BEHAVIOR AND HAZING

- A. Abusive behavior or the use of profanity and/or threats or any attempts to impede FHS staff from accomplishing their duties is prohibited.
- B. Creating a condition that endangers or threatens the safety or wellbeing of him/herself or others is prohibited. Any action or creation of any situation for the purpose of initiation into or affiliation with any organization that recklessly or intentionally endangers another person's psychological, mental, or physical health is prohibited.
- C. In addition to the above, Licensee will abide by the University Hazing Policy.

### ANIMALS AND PETS

- A. Licensee and guest shall not harbor, feed, or possess any animals on FHS property.
- B. Proper documentation is required for all service animals that are brought on FHS property. Licensee accepts all responsibility for damages and injuries by the service animal. Guests that require a service animal may bring the animal on FHS property, but must be able to provide proper documentation upon request.
- C. Licensees that require a service or support animal to live with them at the FHS must complete a REQUEST FOR AN EXCEPTION TO THE STUDENT HOUSING LICENSE AGREEMENT PET POLICY FOR A SERVICE ANIMAL form, and have the request approved, prior to bringing the service animal on FHS property.
- D. Non-carnivorous fish are the only animals permissible on FHS property. Any tanks may not exceed 10 gallons in size.

## **FAILURE TO COMPLY**

- A. Licensee agrees to abide by directives given by FHS staff acting in the performance of their duties.
- B. Licensee is required to identify oneself or guests to FHS staff, including providing names and valid forms of identification.
- C. Licensee agrees to comply with the FHS judicial process and hearing outcomes, deadlines, and sanctions.

## **GAMBLING**

Licensee shall not gamble or bet with exchange of money or other valuables on FHS property.

## **OBSCENE OR DISRUPTIVE BEHAVIOR AND MATTER**

- A. Any obstruction or disruption of the educational or administrative process is prohibited.
- B. Engaging in lewd, indecent, offensive or obscene behavior on FHS property or sponsored event is prohibited.
- C. Public display of obscene or offensive matter is prohibited on FHS property. This includes items hung on apartment doors or any other area of public view. FHS staff reserves the right to remove signs, posters, or objects deemed offensive to others from public view.

## **SEXUAL ASSAULT AND HARASSMENT – ZERO TOLERANCE POLICY**

- A. Sexual harassment towards any person is prohibited. Sexual harassment includes such behavior as unwanted sexual advances, sexual gestures, unwanted request for sexual favors, creating a hostile or offensive environment, and other unwanted verbal or physical conduct of a sexual nature directed towards another person.
- B. Sexual assault, sexual battery, or rape of any person is prohibited. This behavior includes any sexual activity that is carried out without the express consent of the parties involved, including, but not limited to: attempted non-consensual penetration, non-consensual anal intercourse, fellatio, cunnilingus, or the insertion of a foreign object into the vagina, urethra, penis or rectum or another person. Anyone under the influence of alcohol or drugs is incapable of giving consent to sexual activity.

## **STALKING, PHYSICAL OR WRITTEN OR VERBAL ABUSE AND HARASSMENT – ZERO TOLERANCE POLICY**

- A. Threats, assaults, or physical, psychological, verbal, or written (including electronic) abuse is prohibited.
- B. Harassment in any form towards any person and/or group, through any medium (including electronic) is prohibited.
- C. Stalking, repeatedly following, committing acts that alarm or annoy, communicating by mechanic or electronic means that serve no legitimate purpose, in a manner likely to harass, intimidate, annoy or alarm is prohibited.

## **SALES AND SOLICITATION**

- A. Advertising, sales, and/or solicitation by Licensees or off-campus persons are prohibited.
- B. All posted materials must be submitted to the Assistant Director for Residential Education for approval and posting. Individuals may not post their own flyers or printed materials.
- C. Licensees shall not use their unit or FHS property for any commercial purposes.

## **SMOKING**

- A. Consistent with State Law and University Policy, smoking of tobacco products in or within twenty-five (25) feet of any FHS building is prohibited.
- B. Smoking and proper disposal of cigarette butts should occur in designated smoking areas only. The use of cigarette butt receptacles is required.

## **THEFT AND VANDALISM**

Theft, vandalism, or non-accidental damage to FHS property, or possessions owned by others on FHS property, is prohibited.

## **WEAPONS AND BANNED ITEMS**

- A. Possession, use, or threatened use of any object, weapon, or banned item with the intent of causing physical or psychological harm is prohibited. Weapons and banned items include, but are not limited to: decorative swords, switchblade knives, daggers, machetes, fireworks, explosives, propane or other gas cylinders, dangerous chemicals, laser pointers, firearms, ammunition, sling shots, wrist rockets, stun guns, black jacks, sand clubs, billy clubs, chukka sticks, throwing stars, metal knuckles, and other weapon-like instruments, including air, water, or gas propelled guns (pellet guns, BB guns, paintball guns, etc.), or any projectile devices. Storage of any of the aforementioned weapons or banned items should be done off campus.
- B. Intentional misuse of personal defensive devices, including but not limited to pepper spray, with the intent of causing physical or psychological harm is prohibited.

## **FACILITY/RECREATION/GROUNDS RESPONSIBILITIES**

### **ALTERATION AND CARE OF PREMISES/UNIT**

- A. Alterations, changes, remodeling, renovating, tampering, or removal (including but not limited to: painting, wallpapering, ceiling, electrical/mechanical fixtures, blinds, windows, window screens, cabinets, doors, landscaping, construction/building, etc.) of FHS property is prohibited.
- B. Throwing, projecting, dropping, shaking, hanging, climbing, or passing any object from the exterior (balcony, patio, porch, window, railing, roof, or ledge) of FHS property is prohibited.
- C. Placing, storing, hanging, affixing, or exhibiting any object (planter, hammock, clothesline, exterior television-radio aerial, satellite dish, signage, wiring, lighting, electrical appliance, etc.) on exterior wall, ceiling, window, roof, overhang/soffit, railing, or ledge of FHS property is prohibited.
- D. Outdoor patio chairs, small outdoor tables, and planters are permissible on exterior balcony, patio, and porch provided emergency exit and egress are not blocked. Items that are excessive or are not designed for outside use are prohibited.
- E. Use of the balcony, patio, porch, or window as a means of non-emergency entry or exit is prohibited.
- F. Exercise equipment and bulk furniture on exterior balcony, patio, and porch is prohibited.
- G. Licensee is required to keep the unit and premises in a clean and sanitary condition. If unit is found to be a health and safety violation, FHS may have the unit cleaned at the expense of the Licensee, including pest control services.
- H. Storage and clutter on balcony, patio, porch, and landing is prohibited. Garbage or any other items, which contribute to the decline in the aesthetic or general condition of FHS property is prohibited. Excessive clutter and items stored in unauthorized areas will be removed and disposed of by FHS at the Licensee's expense.
- I. Failure to notify or take immediate action regarding maintenance and pest control issues of FHS property will result in Licensee being charged for damages, repairs, and services.

## **BICYCLES**

- A. Bicycles are permissible on FHS property; however, Licensee and guest assume all responsibility for damages to bicycle, or damage to unit or unit contents due to bicycle storage.
- B. Bicycles may only be stored in designated areas. Please see student handbook for list of approved bicycle storage areas, and must not block an emergency exit and egress.
- C. Bicycles left unattended in unauthorized areas will be impounded and stored at the Licensee's expense.

## **FURNISHINGS AND APPLIANCES**

- A. Additional furnishings (including, but not limited to: couches, loungers, loveseats, sofas, beds, tables, desks, papasan and/or beanbag chairs, mattresses, chairs, game tables, dart boards, exercise equipment, large bookshelves, large entertainment centers, kitchen carts, etc) are prohibited. Prior approval by FHS staff must be obtained for additional small furnishings (limited to: bookshelves, TV stands, night stands, and desk chairs).
- B. Licensee may request to replace FHS provided bed with an approved personal futon supplied by Licensee for use in Licensee's bedroom only. Approval is contingent on adherence to fire safety and egress regulations. Licensee agrees to a FHS furniture removal/replacement and storage charge (\$50.00) when request is approved. FHS staff will remove provided bed from unit upon request approval.
- C. Removal of FHS provided furniture from the room or unit, or storage in outdoor storage closet is prohibited.
- D. Refrigerator/freezer greater than 3.0 cubic feet, in-line water purification system, toasters, electrical appliances used for heating or preparation of food (portable stoves, hot plates, etc.), portable dishwashers, halogen lamps, waterbeds, and washers or dryers are prohibited.

## **POOL AND RECREATION AREAS**

- A. Licensee and their authorized guest (1) are permitted to use the pool and recreation areas (basketball court, barbeque and picnic area, etc.) between the hours of 8:00 a.m. to 10:00 p.m. (Sunday through Thursday) and 8:00 a.m. to 11:00 p.m. (Friday and Saturday). Unauthorized access to pool area after operating hours is prohibited.
- B. Licensee takes precedence in use of pool and recreation areas. FHS reserves the right to refuse use of the pool and recreation areas to anyone, including Licensees engaging in dangerous or aggressive behavior that violated posted pool and recreation area signage and warnings.
- C. Guests under the age of 18 years old are prohibited from use of the pool and surrounding area.
- D. Glassware is prohibited in pool and recreation areas.
- E. Alcohol is prohibited in pool and recreation areas.
- F. Camping on FHS property is prohibited.
- G. Community Center and Recreation Center (including music room, study areas, recreation areas, and laundry room) are for Licensee and guest use during posted operational hours.
- H. Computer Lab is to be used by Licensee only. Licensee must abide by all guidelines outline in the Cal Poly Pomona Acceptable Technology Use Policy.

## **PUBLIC PASSAGEWAYS AND AREA ACCESS**

- A. Public areas are for the use of the Licensee and their guest only. Organized functions in public areas must be approved in advance by FHS.
- B. Public passageway (sidewalk, street, balcony, patio, porch, and walkway) obstruction or use for any other purpose than ingress or egress of FHS property is prohibited.
- C. Entry into and/or storage of material in the attic is prohibited.
- D. Access to unauthorized areas and non-residential FHS property is prohibited.
- E. Driving or parking vehicles on any area other than public roads is prohibited.

## **FIRE SAFETY RESPONSIBILITIES**

### **BARBECUES**

- A. Licensee may possess, and use personal charcoal barbecues a minimum of twenty-five (25) feet from any FHS building. Gas and propane barbecues are prohibited.
- B. Licensee must remain with hot barbeque at all times, dispose of all extinguished coals/ash in a trash receptacle, and clean the area after every use. Barbeques are to be stored in a safe location that doesn't block any emergency exit or egress.

### **FIRE EQUIPMENT AND FIRE SAFETY**

- A. Highly flammable materials, liquids, or instruments which pose an unreasonable risk of damage or injury are prohibited. These items include, but are not limited to: candles, incense, fireworks, gasoline, helium tanks, tiki torches, explosives, toxic chemicals, propane or other gas cylinders, biological agents, etc.
- B. Misuse, or leaving a lit stove or oven unattended is prohibited.
- C. Power strips, extension cords, and string lights are permissible as long as they meet minimum fire safety regulations for indoor use. Plugging multiple extensions cords and power strips into one another is prohibited.
- D. Tampering, covering, or hanging items from fire safety equipment (warning labels and stickers, pull stations, smoke detectors, fire extinguisher, and sprinklers) or sending false alarms is prohibited. Licensee will be charged for the replacement of any fire safety device lost, discharged, or damaged by Licensee or guest.
- E. Blocking or obstructing fire and emergency exits and egress is prohibited.
- F. No more than eight (8) people, including Licensees, are allowed in a unit (including porches/patios) at any give time.
- G. Small artificial trees, small plants, and flowers are the only permissible types of vegetation.