



SAINT MARY'S COLLEGE OF CALIFORNIA

RESIDENCE HALL AND DINING SERVICES LICENSE 2024-2025 & TERMS AND CONDITIONS OF THE LICENSE

I: ACADEMIC TERM OF LICENSE

A. 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.

B. DEFINITIONS:

- a. **PARTIES TO THIS RESIDENCE HALL and DINING SERVICES LICENSE.** The 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 this LICENSE, LICENSEE agrees to the terms and conditions set forth in this LICENSE.

C. TERMS OF OCCUPANCY

- a. The LICENSE is binding for Fall, January and Spring terms of the 2024-2025 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.
 - i. **Start.** The first day of use under this LICENSE shall be the date in which Campus Housing communicates approval for the LICENSEE to pick up their key, and check into their on-campus space.
 - ii. **End.** The last day of use under this LICENSE shall be 12:00 p.m. Friday, May 23, 2025. The last day of use for LICENSEE graduating is 12:00 p.m. Sunday, May 25, 2025. LICENSEE participating or assisting at the commencement ceremony must request and be granted permission to remain in the residence hall; additional charges will apply to LICENSEES not participating in the commencement ceremonies. Graduating Seniors are not charged for these additional days due to their participation in the commencement ceremonies. Please see the Charges and Fees section for further details.
- b. 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.
- c. LICENSEE understands that Housing excludes the Christmas recess period. LICENSEE is not permitted access to COLLEGE provided residential facilities during the Christmas recess period under this LICENSE unless the LICENSEE has requested special permission and granted by the COLLEGE. LICENSEE must request and receive permission to stay on-campus during the Christmas recess period. Additional charges will apply.

II: TERMS AND CONDITIONS

A. ELIGIBILITY:

- a. **FULL-TIME, ENROLLED STUDENT STATUS** 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 as defined by the Registrar 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. **RESIDENT DINING PLAN REQUIREMENT** A meal plan is required of all students living on campus. The LICENSEE will have a meal plan included with their housing costs. After the first week of the semester, meal plans can only be upgraded, not downgraded.

B. USE OF RESIDENCE HALLS:

- a. **Condition of Premises:** Within 48 hours after move-in, LICENSEE must report to the College in writing any existing defects or damages to LICENSEE's room; otherwise, the room, including all fixtures, appliances, and furniture therein, if any, will be considered to be in a clean, safe and good working condition

- b. Personal Property:** THE COLLEGE 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. 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. In the event that abandonment is due to an involuntary absence, COLLEGE will make reasonable efforts to contact LICENSEE and coordinate storage or return of LICENSEE'S personal property at LICENSEE'S expense.
- c. Renters Insurance:** 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.)
- d. Room Assignment:**
- i. This License provides LICENSEE with a bed space in campus housing only; it does not guarantee a specific building, room, room type, rate, number of roommates, or choice of roommate(s). The LICENSEE is informed and acknowledges that this LICENSE does not grant LICENSEE exclusive use of any room, or portion thereof and that the COLLEGE, its employees, and agents reserve the right to enter any room at any time (see "Right of Entry/Inspection" below).
 - ii. The COLLEGE 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 licensee. LICENSEE understands that LICENSEE does not have exclusive use of room/suite/townhouse residence hall and is being granted permission only to use room/suite/townhouse non exclusively. This LICENSE to use the assigned room/suite/townhouse will remain in effect and will apply to the LICENSEE'S use of other spaces in residence halls where LICENSEE may be moved by the COLLEGE for whatever reason. 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, and referral for student discipline action and/or LICENSE termination.
 - iii. THE COLLEGE RESERVES the right to increase room occupancy as long as such increase conforms to prevailing occupancy and health standards. The assignment by the COLLEGE of additional occupants to the same room/suite/townhouse as LICENSEE shall not entitle LICENSEE to any discount, rebate or refunding of any of LICENSEE'S Housing Fee.
 - iv. THE COLLEGE RESERVES the right to approve LICENSEE'S request for transfer to other accommodations only under special circumstances and at the COLLEGE'S sole discretion.
 - v. Should residence hall type change during the academic year, the LICENSEE'S charge will be prorated to reflect appropriate residence hall type and term of occupancy.
- e. Space Usage:**
- i. Any behavior(s) by LICENSEE that infringes upon the rights or space usage of room/apartment/suite-mates is strictly prohibited and will result in disciplinary action. In addition, if such behavior(s) result in the LICENSEE'S use of additional space or a private room, LICENSEE may be charged for such additional space.
 - ii. LICENSEE may not assign, sublet or transfer to anyone, including but not limited to other students, this License Agreement or any of its rights or obligations.
 - iii. THE LICENSEE 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.
 - iv. 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. 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 Student Handbook and in other COLLEGE publications, which are hereby incorporated by this reference.
 - v. SHALL NOT COOK in rooms which do not have approved kitchen facilities except by microwave oven. Please refer to the Residential Reference Guide for approved household and kitchen appliances.
 - vi. SHALL NOT POSSESS unapproved household and kitchen appliances as stated in the Residential Reference Guide.

C. Disability/Health Related Accommodations: LICENSEE(S) who need accommodations due to a disability are required to register with the Student Disability Services office (SDS) as outlined in the Student Handbook, available electronically. SDS will work with LICENSEE to determine what, if any, accommodations are appropriate and reasonable. This includes accommodations for both on-campus housing and residential dining plans.

D. Right of Entry/Inspection

- a. The COLLEGE reserves the right to permit authorized agents or employees of the COLLEGE to enter a room for the following reasons,
 - i. Fire, health and safety concerns;
 - ii. Recesses, Break Periods, and other closing inspections;
 - iii. Maintenance and janitorial housekeeping purposes;
 - iv. In case of any emergency in which the room, building, or premises are endangered;
 - v. Resident and Room Condition Verification; and,
 - vi. Pursuant to the investigation of suspected violations of any COLLEGE policy as well as to enforce conduct (see Student Handbook and Residential Reference Guide)
- b. THE LICENSEE AGREES that the COLLEGE may, from time to time and without prior notice, communicate 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. To communicate and enforce such rules and regulations, COLLEGE may, with reasonable notice, enter LICENSEE rooms to remove LICENSEE belongings. Removal of belongings will be coordinated with LICENSEE when reasonably possible. When notice cannot reasonably be made and coordination is not reasonably possible, COLLEGE may remove LICENSEE belongings without notice and coordination and will store such belongings for LICENSEE for a reasonable period of time after removal. Campus Housing staff, or designee, will conduct at least two health and safety inspections during the academic year.
- c. The 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.

E. RATES, CHARGES AND FEES, & CANCELLATION:

a. Rates

- i. THE LICENSEE 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.
- ii. All rates are ANNUAL amounts and the room and board plan rates are available on the Saint Mary's website. The COLLEGE provides a bundled room and board rate for students in all styles of on campus housing.
- iii. Room and board plans are charged in two equal amounts, one for Fall and one for Spring. January term room and boards are split between Fall and Spring terms. Students returning in January from study abroad will be charged a prorated amount for room and board rates. Additionally, students who cancel campus housing between Fall and Spring may be charged a prorated amount for room and board rates during January term depending on their confirmed move-out date.
- iv. Should residence hall type change during the academic year, the charge will be updated to reflect the increase or decrease in price for the appropriate residence hall type.

b. Charges and Fees

- i. **Housing Application Fee:** The LICENSEE, if a returning student, is required to submit a \$100.00 non-refundable Housing Application Fee. The deadline to submit the application fee aligns with the college's billing due dates. The Campus Housing Office reserves the right to cancel the license if the non-refundable application fee is not submitted. The LICENSEE, if an incoming new student, will have made a \$400.00 deposit to the Admissions Office and does not need to make an additional Housing Application Fee as the deposit covers the Housing Application Fee.
- ii. **Interim Charges**
 1. **Christmas Break** If LICENSEE requires temporary entry into their room during a closed recess period, an additional charge of \$50.00 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 \$50 per night onto their student account.
 2. **Late Stay and Early Arrival** A LICENSEE who requests an early arrival or a late stay will be charged \$50 per night of their approved stay. This fee will be added onto LICENSEE'S student account.
- iii. **Lockouts, Key Replacement**
 1. **Key Replacement** In the event a key is lost, the LICENSEE will be responsible for the payment of \$150.00 for each replacement key the LICENSEE needs as well as additional costs determined by Facilities to re-core the lock.
 2. **Lockouts** The LICENSEE is responsible for the payment of \$25.00 per lock out after one complimentary lock out per term.
- iv. **Improper Checkouts**
 1. The LICENSEE agrees that if they fail to properly check out with Campus Housing Staff or their Resident Advisor, they are subject to a minimum fee of \$50. The LICENSEE is expected to abide by the rules and procedures of proper check out, as determined by The Campus Housing Office.
 - a. See Residential Reference Guide for additional improper checkout fees.
- v. **Damage to Residence Hall**
 1. THE LICENSEE must reimburse the COLLEGE for loss or damage caused by the LICENSEE and/or

guests to the room/suite/townhouse, residence hall, its furnishings, other campus property, at the time such loss or damage occurs, regardless of whether the LICENSEE has any applicable insurance.

2. THE LICENSEE shall be liable collectively in the event of extraordinary damage, in COLLEGE's sole assessment, caused to a particular room/suite/townhouse, resident hall, 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), floormates (for damage on a particular floor) or all users of LICENSEE'S particular building (for damage to the building or areas around the building).
3. The LICENSEE 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 notifying the Campus Housing Office of any damages to the room and its furnishings within 48 hours after move-in. 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 COLLEGE is able to determine that it is more likely than not that a particular LICENSEE is responsible, COLLEGE will bill the entire amount to the responsible LICENSEE. LICENSEE accepts room/suite/townhouse as furnished and understands that the COLLEGE will not remove or store any furniture that is provided in the room/suite/townhouse.
4. The LICENSEE shall maintain the cleanliness of their room/suite/townhouse and must maintain reasonable sanitation and safety standards. Waste should be removed regularly. LICENSEE(S) is 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).

c. CANCELLATION and TERMINATION

i. FALL SEMESTER:

1. **Cancellation By May 1st:** Cancellation with no cancellation fee. No refund of housing application fee. (Total fees lost: \$100 Application Fee)
2. **Cancellations between May 2nd and August 1st:** Students will be subject to a \$500 cancellation fee. No refund of housing application fee. (Total fees lost: \$500 cancellation fee + \$100 application fee)
3. **Cancellations between August 2nd and Fall Move-In:** Students will be subject to a \$1000 cancellation fee. No refund of housing application fee. (Total fees lost: \$1000 + \$100 application fee)
4. **Cancellations after the start of the term** will incur a \$1000 Cancellation Fee and adhere to the refund policy as follows:
 - a. 85% room and board refund to the end of the **first week of class**
 - b. 80% room and board refund to the end of the **second week of class**
 - c. 75% room and board refund to the end of the **fourth week of class**
 - d. There is **NO REFUND** of room and board charges after the **fourth week of the semester**
5. **The above cancellation and termination schedule applies to all students, regardless of the housing cancellation reason, including those who take an approved Leave of Absence from the COLLEGE**

ii. JANUARY/SPRING SEMESTER: LICENSEE may terminate January/Spring charges if LICENSEE formally cancels campus housing via the Withdrawal From on the Campus Housing Website by 4:30 pm on November 15th with the following fees assessed:

1. Transferring or no longer attending the COLLEGE for the remainder of the academic year; A \$800 Cancellation Fee and forfeiture of the housing application fee will be assessed and there will be no charges assessed for Spring.
2. Study Abroad and Mid-year Graduation or completion of degree program: Forfeiture of housing prepayment will be assessed and there will be no charges assessed for Spring. 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.
3. 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.
4. Failure to provide notice by November 15th will result in an additional \$200.00 late notification charge, in addition to the charges above.
5. **Cancellations after the start of the Spring semester** will incur a \$1000 Cancellation Fee and adhere to the refund policy as follows:
 - a. 85% room and board refund to the end of the **first week of class**
 - b. 80% room and board refund to the end of the **second week of class**
 - c. 75% room and board refund to the end of the **fourth week of class**
 - d. There is **NO REFUND** of room and board charges after the **fourth week of the semester**

6. Cancellations after the start of the January term for both January and Spring term campus housing will incur a \$1000 Cancellation fee as well as additional daily costs for occupancy past the 2nd week of the January term
7. **The above cancellation and termination schedule applies to all students, regardless of the housing cancellation reason, including those who take an approved Leave of Absence from the COLLEGE**

iii. **LICENSE TERMINATION:** LICENSEE must leave the residence hall and remove all personal possessions within twenty-four (24) hours of withdrawal, suspension, or dismissal. The LICENSEE must properly check out with their Residential or Campus Housing Staff to return their key and complete necessary check-out documents. Failure to properly check out may result in improper checkout charges (Please refer to Improper Checkout Charges listed above).

III – Disclosures, Notices, & Acknowledgements

A. THE COLLEGE:

- a. In the event that COLLEGE is unable to provide residential facilities for any reason beyond its reasonable control (a force majeure), including but not limited to fire, strike, flood, labor dispute, sickness, pandemics, energy shortage/blackout/power interruption, government intervention, acts of war or terrorism, earthquake or other casualty or natural disaster including suspected contagions or hazards in any of its facilities, COLLEGE may immediately close any and all rooms/suites/townhouses and residential halls without any liability to LICENSEE.

B. ENTIRE AGREEMENT

- a. This LICENSE agreement, together with any Exhibits, Attachments, or Addenda constitutes the entire understanding between LICENSEE and COLLEGE with respect to the subject matter hereof and it may not be amended except in a signed writing by COLLEGE indicating its confirmation and approval of such written amendment. 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.

C. 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.

D. 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.

E. NOTICES/DISCLOSURES

- a. If under 18 years of age, SHALL HAVE their parent or appointed legal guardian guarantee by executing this LICENSE and promptly paying to the COLLEGE of all sums payable by LICENSEE under this LICENSE as per the Room and Board Payment Schedule.
- b. 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 Student Handbook as well as in the Residential Reference Guide (available on the Campus Housing website). 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 (received electronically):

Date:

Signature of Parent or Guardian(Required only if LICENSEE is under 18 years of age)

Date:

RESIDENCE HALL and DINING SERVICES LICENSE: NOTICES AND DISCLOSURES

COVID-19. The health and well being of our campus community remains our highest priority. We continuously monitor public health guidance and best practices so that we might pivot effectively should conditions change on campus or in our region. We are pleased to provide our students with an on-campus college experience.

Saint Mary's expectations are guided by the CDC, California Department of Public Health, and Contra Costa Health Services. We have identified those practices and actions that enable us to mitigate the risk of transmission of COVID-19 but cannot eliminate all risks. We will continue to respond to the most current guidance and updates to help minimize the spread of illness on our campus and the greater community.

The LICENSEE is expected to follow all College COVID-19 guidelines:.

- Agreement to COLLEGE requirements regarding testing for COVID-19
- If required, the LICENSEE agrees to quarantine or isolate

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. 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.

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 bed bugs. 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.