

**College of the Redwoods
Office of Residential Life
License Agreement for Use of Housing Facilities
PUBLIC SAFETY ACADEMY
Academic Year 2009-2010**

Welcome to the College of the Redwoods Residence Halls. Please read this agreement carefully as it sets out specific rights and responsibilities of both the College and Student.

CONTENTS

- I. PERIODS OF OCCUPANCY
- II. REGULAR OCCUPANCY CHARGES AND PAYMENT SCHEDULE
- III. DINING LICENSE CHARGES, TERMS AND CONDITIONS
- IV. TERMS AND CONDITIONS OF OCCUPANCY
- V. MAINTENANCE OF PREMISES
- VI. RESTRICTED ITEMS
- VII. GENERAL TERMINATION OF LICENSE BY THE COLLEGE
- VIII. TERMINATION OF LICENSE FOR INSUFFICIENT UNITS, INADEQUATE GRADE POINT AVERAGE, OR WITHDRAWAL FROM THE COLLEGE
- IX. TERMINATION OF LICENSE BY THE STUDENT
- X. REQUIRED AND OPTIONAL AGREEMENTS

I. PERIODS OF OCCUPANCY

College of the Redwoods (College) hereby grants the student (Student) permission to occupy a Residence Hall space as a licensee for the following term(s) unless sooner terminated under the provisions of this License Agreement. All residents are required to subscribe to the College's meal plan. The cost of the meal plan is included in the housing cost itemized below. Please initial next to the contract option you choose below. **The Housing and Food Services License is non-transferable.**

FALL ACADEMY: July 6, 2009 - December 12, 2009. Cost: \$4,117.00

Cost:	Fall 2009
Housing	\$2,436.00
Fixed Cost, Dining Services	\$ 350.00
Food Service Credit	\$1,193.50
Damage Deposit	<u>\$ 137.50</u>
Total	\$4,117.00

SPRING ACADEMY: January 4, 2010 – June 12, 2010. Cost: \$4,117.00

Cost:	Spring 2010
Housing	\$2,436.00
Fixed Cost, Dining Services	\$ 350.00
Food Service Credit	\$1,193.50
Damage Deposit	<u>\$ 137.50</u>
Total	\$4,117.00

Specific assignment of a living space shall be made by the College, observing the Student's stated preference(s) when possible.

II. REGULAR OCCUPANCY CHARGES AND PAYMENT SCHEDULE

The Student shall pay the College for room and housing services. The cost includes a **\$35.00 Student Activity Fee** which will directly benefit the Student in the form of Residence Hall programs and activities. The contract charges also include a **\$137.50 damage deposit**. If all housing fees have been paid and the premises have been maintained in accordance with the provisions of this License Agreement, the College will return the damage deposit to the Student upon termination of his/her occupancy. Payments may be made in full at any time or in keeping with the following schedule. Please make payments to the Business Office in the Administration Building.

LICENSE AGREEMENT PAYMENT SCHEDULES

FALL 2009 ACADEMY RESIDENTS

With Application	\$1267.00
July 6, 2009	\$ 950.00
October 1, 2009	\$ 950.00
November 3, 2009	<u>\$ 950.00</u>
Total	\$4,117.00

SPRING 2010 ACADEMY RESIDENTS

With Application	\$1267.00
January 4, 2010	\$ 950.00
March 2, 2010	\$ 950.00
April 1, 2010	<u>\$ 950.00</u>
Total	\$4,117.00

- IF YOU WILL BE USING FINANCIAL AID TO MEET ANY PART OF THE OBLIGATIONS OF THIS LICENSE AGREEMENT, THE COLLEGE OF THE REDWOODS FINANCIAL AID DEPARTMENT MUST BE ABLE TO VERIFY ALL FINANCIAL AID AND GUARANTEE FUNDS AVAILABLE. WHETHER YOU HAVE FINANCIAL AID COMING OR NOT THE WITH APPLICATION FEE IS REQUIRED .
- PLEASE KEEP YOUR COPY OF THIS AGREEMENT AS A REMINDER OF THIS SCHEDULE
- FURTHER BILLING NOTICES MAY NOT BE SENT
- PAYMENTS NOT MADE WITHIN 5 DAYS OF THE DUE DATE WILL BE CONSIDERED DELINQUENT. A CHARGE OF \$2.00 WILL BE ADDED TO THE PAYMENT EACH DAY AFTER THE DELINQUENT DATE.
- IF RENT IS NOT PAID WITHIN 7 DAYS OF DUE DATE, A NOTICE FOR THE STUDENT TO VACATE THE PREMISES WITHIN 72 HOURS MAY BE ISSUED.

III. FOOD SERVICE CREDIT, CHARGES, TERMS and CONDITIONS

Included in the contract amounts specified above is a flat fee of \$350.00 per semester that covers the fixed costs of providing the dining services for residents on the Eureka campus, plus an individual meal purchase credit of \$1,193.50 per semester per resident which may be redeemed at the C.R. Dining Services in the Student Union Building at any time the cafeteria is open. This meal plan is not optional; it is required of every student living in the halls, and payments for the plan must be made in keeping with the deadlines specified above.

Cafeteria Hours: Monday thru Thursday, 7:30 AM to 7:00 PM; Friday, 7:30 AM to 5:00 PM; Saturday, 9:30 AM to 1:30 PM; Sunday, 2:30 PM to 6:30 PM. It is expected that these service hours will be maintained throughout the contract period. If, however, adjustments must be made, residents will be informed of the modification(s) in writing at least two weeks prior to the scheduled change.

Food Service Terms and Conditions

1. Each student living in the Residence Halls must participate in the mandatory meal plan. His/her participation may not be transferred or assigned to anyone else.
2. Payments may be made in full or in accordance with the payment schedule as part of the overall License Agreement.
3. All payments for the housing and meal plan must be made to College of the Redwoods.
4. Students receiving financial aid must make payment in full according to payment schedule. Students expecting financial aid must present documentation confirming their awards with their application. This documentation, once reviewed and approved, will defer payment until the financial aid is credited to the student's account.
5. **Payments not made by the due date will be considered delinquent and will result in the meal plan being immediately deactivated. Failure to make payment will subject the student to a three days' notice to vacate the residence halls.**
6. No reduction of the meal plan fees is permissible because of dietary or related restrictions, including (but not limited to) food allergies, vegan, or vegetarian requirements.
7. Meal Card - The student ID card is the meal card. This card must be presented to the cashier when purchasing dining items. Value is electronically deducted from accounts as items are purchased.
8. There is no refund for meal plan value purchased. There will be no refund for any value during the license period or for any value remaining at the end of the dining license agreement period. You must use or lose the required value purchased during the contract period.
9. Additional meal plan value/credit may be purchased at the Business Office, using cash, check or credit card (credit cards accepted are MasterCard and Visa).
10. Fall Academy residents will have value added to the meal card effective **July 6, 2009**.
11. Spring Academy residents will have value added to the meal card effective **January 5, 2010**
12. If at anytime the Residence Hall contract is broken by the Student or terminated by the College for any reason, all remaining meal plan funds will be forfeited and the meal card turned off. If the Student has paid the full

amount on his/her contract the meal card money will remain on the card for the contract period even though the Student may not be living in the Residence Halls.

13. Requests for exceptions to the policy regarding termination of the meal plan must be made in writing to the Director of Residential Life, College of the Redwoods. Permission to grant the exception is at the discretion of the Director of Residential Life, or his/her designee. Exceptions will only be granted due to extraordinary circumstances.

If you have any questions regarding the Dining License Agreement, feel free to contact the College of the Redwoods Housing Office at (707) 476-4294.

IV. TERMS AND CONDITIONS OF RESIDENCE HALL OCCUPANCY

The Housing and Food Services License Agreement may not be transferred or assigned to anyone else. A reservation for space in the Residence Halls is made only when the applicant has returned the completed Housing and Food Services License Agreement, application form, advance payment for room, and other materials as may be required. Applicants who return their Housing and Food Services License Agreement, required forms, and advance payment after all space in the Residence Halls has been assigned will have their names added to a waiting list. **Upon reservation, space is deemed to be licensed for the entire period of the license.** Rooms are licensed double occupancy only unless otherwise noted in contract addenda.

*Failure to occupy an assigned space before the first day of instruction may, at the option of the College, result in cancellation of reservation without notice.

*The College reserves the right to change rates and conditions of occupancy upon reasonable notice and to add such other requirements and stipulations as may become necessary for the betterment of the Residence Life Program and the general welfare of the students.

A. Behavioral Requirements

Individuals who, in the opinion of the College's Vice President for Student Services, or designee, pose a danger to themselves or to other residents will not be permitted to be in the Residence Halls. All rules and behavioral standards of the Residence Halls and College are in effect when the Licensee takes occupancy. The Student agrees to comply with such rules and policies as outlined in the Residence Hall "Community Guidelines," the Student Code of Conduct and Discipline, and with any other rules and regulations as may be adopted by Residence Hall management, the Board of Trustees, or the Redwoods District, the administration, or federal, state, or local laws (incorporated by reference as though fully set forth). A copy of the "Community Standards" has already been sent to you. Signing and returning the Required Agreements Form indicates you (the Student) and a Community Guidelines Form signed and returned to us saying you have read and agree to abide by the Community Guidelines and all terms set forth in this contract; these documents are also available in the Office of Residential Life and on the College of the Redwoods webpage.

The College is an alcohol and drug free environment. No student shall possess, consume, have consumed, or be under the influence of alcoholic beverages or illegal narcotics at any time on campus or in the Residence Halls. No Student shall possess at any time any empty alcoholic beverage container on campus or in the Residence Halls. Residence Hall students violating State or Federal law by possession or and/or use of illegal drugs or alcohol face disciplinary sanctions, up to and including revocation of this Housing License. Revocation of the Housing License for violation of policies or the Student Code of Conduct does not release the Student from his/her financial obligations as outlined in this agreement. Please be advised that the College is extremely serious about these provisions, and will enforce them consistently.

The Residence Halls are a designated non-smoking facility on campus. Smoking is not allowed in students' rooms, hallways, lounges, or offices. Students living in the halls are subject to all provisions of Board Policy 510 "Smoking" and Administrative Regulation 510.01, "Smoking on Campus". Smoking is only allowed in designated smoking areas on campus.

B. Academic Expectations

The Residence Halls are an academic learning environment. Students that are admitted into the Residence Halls should maintain an academic workload of at least 12 academic units and a minimum GPA of 2.0 each semester while living in the halls.

C. Lost or Stolen Property

The college assumes no responsibility for any property of the Student or by any of the Student's guests or invitees which is lost, stolen, damaged, or destroyed in the Residence Halls or the Residence Halls' parking lots at any time, including periods when the student is not in occupancy. It is recommended that students carry their own personal property insurance.

D. Room Privacy and Right of Inspection Policy

The College will respect the Student's right to be free from unreasonable searches and intrusions into the Student's living quarters. The College reserves the right to enter upon the premises for purposes of management, health, safety, maintenance, and enforcement of applicable rules and regulations.

E. Room Changes

The College reserves the right to change or cancel room assignments on 24-hour notice in the interest of health, discipline, or the general welfare of the students, or to make reassignments for more efficient operation or maintenance. Students will receive a confirmation notice of the space to which they are being reassigned.

F. Personal Injury

The College shall not be liable for any personal injuries sustained by the Student or by any of the Student's guests or invitees in or about the Student's room or other areas in or about the Residence Halls.

V. MAINTENANCE OF PREMISES

The Student agrees to give reasonable care to his/her room and its furnishings and to make payment for any damage or loss promptly upon demand by the College.

The Student agrees to be jointly responsible with other residents for the protection of the common areas of the Residence Hall to which the Student has access, including its furnishings and equipment.

The Student shall vacate the premises in good order and repair, normal wear and tear excepted. In the event the Student fails to maintain the premises in good order and repair, the College shall be entitled to reimbursement. The Student's damage deposit, or a portion thereof, may be expended for the purpose of payment of either common area or Student room/furniture damage or replacement costs. Additional charges shall be assessed to the Student for costs incurred, if such costs exceed the damage deposit.

VI. RESTRICTED ITEMS

The Student shall not bring to or keep on Residence Hall premises any item restricted by the Student Code of Conduct and Discipline. In addition, the Student may not keep: a) any animal (except a seeing-eye dog); b) any highly flammable materials, firearms, ammunition, fireworks, or explosives; c) any weapons; d) any waterbed; e) any hotplate, toaster or toaster oven; or f) no Full size sofas. Students are permitted to have one small refrigerator and microwave oven in each room. Residents may want to check with their roommate before assuming occupancy to plan who will bring what appliances.

VII. GENERAL TERMINATION OF LICENSE BY THE COLLEGE

The College may revoke this License for any reason by giving not less than a three-day written notice to the Student. The Housing License revocation process is separate and distinct from the College's Student Disciplinary Policy; however, suspension or expulsion will have the effect of revocation of this License. Notice shall be served personally upon the Student or, at the discretion of the College, shall be posted in some suitable place upon the housing facility of the Student.

Termination of this License or the Student's abandonment of the premises shall not release the Student from paying any obligation due to the College or the fee for the entire license period. Upon revocation of the License by the College as a disciplinary action or breach of the terms and conditions of the License, including violation of federal, state, or county probation or nonpayment of fees, the Student shall owe the total amount due for the full fee period of the License, plus any authorized charges.

VIII. TERMINATION OF LICENSE FOR INSUFFICIENT UNITS, INADEQUATE GRADE POINT AVERAGE, OR WITHDRAWAL FROM THE COLLEGE

As a condition of living in the Residence Halls, the Student must be enrolled and maintain reasonable academic progress. Failure to meet any of these conditions will subject the Student to three days' notice to vacate. Except in the case of full withdrawal (in which case continued occupancy of the Residence Halls is not permissible) a Student may request an exception to this clause by submitting an appeal to the Director of Residence Life. Permission to remain is at the discretion of the Director in consultation with the Vice President for Student Services, and may carry with it additional stipulations or requirements. Students who must vacate their room before the end of the License term for academic reasons are obligated to pay for the full term of the contract. Departure from the Residence Hall must be formalized by checking out with the Director of Residence Life (or designee).

IX. TERMINATION OF LICENSE BY THE STUDENT

A. Cancellation of Reservation Before Occupancy Begins

Request for termination of the License shall be determined as follows:

1. Notice at least 30 days prior to the beginning of License term

The Student may cancel his/her reservation for any reason 30 days or more prior to the beginning of the License term and incur no financial obligation.

2. Notice within 15-29 days of the beginning of the License term

The Student may cancel his/her reservation for any reason within 15-29 days prior to the beginning of the License term and incur no financial obligation for doing so, as long as the College has a person on the waiting list waiting to contract for the space the Student is releasing. Should there be no students on the waiting list, a license cancellation fee of \$300.00 will be charged.

3. Notice within 14 days of the beginning of the License term

The Student will forfeit the entire payment and deposit amount. There will be no refund made, and the Student will have no further financial obligation to the College.

4. Notice once the Residence Halls have opened

If the Student breaches this License and abandons the premises before the end of the License term or if his/her right to possession is terminated by the College because of the Licensee's breach of this License, this License terminates. On such termination, the Student will forfeit their entire payment and deposit amount. In addition, they will be responsible to pay the remainder of their housing contract.

B. Termination After Occupancy Occurs

Students will be released from the License obligation only when: (1) the Student withdraws from the College; and (2) the Director makes an exception to the full-term License policy, based on the welfare of the community, extraordinary circumstances or a documented Student emergency. Even if these conditions are met and the Student is released from the full-term License obligation, the Student will be subject to a contract cancellation fee as specified below.

Student Requests to Vacate

Any request for early termination of the License by the Student must be made in writing to the Director of Residence Life at least 20 days prior to the date the Student wishes to vacate. The request will be reviewed by the Director and appropriate Residence Life staff and the request will be approved or denied within 10 days of submission. All terminations of this License approved within the License term are subject to the application of a pro rata fee equivalent to the daily room rate. There will also be a contract cancellation fee applied as follows:

- (1) Students who are released from the License agreement before the term of the contract has ended will pay a cancellation fee of \$300 if there is a person on the waiting list who meets the criteria to take the canceling Student's place in the Halls.
- (2) Students who are released from the License agreement before the term of the contract has ended will pay a cancellation fee of \$600 if there is no one on the waiting list who meets the criteria to take the canceling Student's place in the Hall.

If the early License termination is approved, the Student must vacate the premises on the date indicated in the original request. Departure from the Residence Hall must be formalized by checking out with the Director of Residence Life (or designee). If the Student does not formally check out with the Director on the date specified, s/he will be charged \$20.00 per day until the formal check-out occurs.

Requests for Exemptions/Appeals

If 1) Student wishes to terminate this License Agreement upon financial terms different than those described above, or 2) this License Agreement is terminated by CR Office of Residential Life and the Student desires financial terms different than those described above, the Student must submit a "Request to Terminate Residence License" form at least 30 days prior to the proposed date of voluntary termination, or not more than 5 business days after the check-out date in the case of involuntary termination. CR Office of Residential Life will determine the Student's financial responsibilities (including the amount of the appropriate refund, if any) in its sole discretion after giving consideration to factors including but not limited to: a) documented individual circumstances beyond the Student's control which were not reasonably foreseeable at the time this License Agreement was entered into and by the administration of the Residence Halls program, including but not limited to the extent of space available in the Residence Halls and the Office of Residential Life's ability to fill the Student's room with another student.

Return of the signed copy of this License, together with the necessary payment, shall constitute acceptance of this agreement by the Student. (Students under 18 years of age must have this License and the Contract Addendum: Minor Students in the Residence Halls form signed by a parent, guardian, or person legally responsible.) Acceptance by the College is subject to review of the application.

Please go on to the last page to sign the Required and Optional Agreements.

This page intentionally left blank

REQUIRED AGREEMENTS 2009-2010

Return of the signed copy of these License Agreements, together with the necessary payment, shall constitute acceptance of this agreement by the Student. (Students under 18 years of age must have this License signed by a parent, guardian, or person legally responsible.) Acceptance by the College is subject to review of the application. Please mail completed applications with deposit to: **College of the Redwoods Office of Residential Life,
7351 Tompkins Hill Road, Eureka, CA, 95501**

HOUSING AND DINING LICENSE AGREEMENT

Please check the term for which you would like a housing and dining plan.

Initial

_____ **Fall 2009 Academy**

_____ **Spring 2010 Academy**

1. I (we) have read and understand the entire Housing and Dining License Agreement and I (we) agree to its terms.
2. I agree to follow the "Community Guidelines and The Student Code of Conduct and Discipline" as referred to in the License Packet and agree to comply with the Residence Hall policies and campus regulations. By signing below you are signifying that you have read, understand, and agree to follow all of the Community Guidelines as set forth in the enclosed document. You also understand that you will be held responsible for any violations of these guidelines. Further, you understand that should you be removed from the Residence Halls for any reason, you will still be held financially responsible for the full amount of your contract as stated in the License Agreement.

Student's Name (Print) _____ **Social Security #** _____

Permanent Address _____
Street Apt. # City State Zip

Phone # _____ **Date of Birth** _____

Student Signature _____ **Date** _____

Name of Parent, Guardian, or Person Legally Responsible _____
(if Student is under 18 years of age) Please Print

Signature of Parent, Guardian, or Person Legally Responsible _____
(if Student is under 18 years of age)

Permanent Address _____
Street Apt. # City State Zip

**Please See Reverse Side Of This Page For
Optional Agreement**

COLLEGE OF THE REDWOODS

Release of Information

Name: _____ Student ID# _____

In compliance with the Department of Education's "Family Educational Rights and Privacy Act" (FERPA), information in your student record may not be released to a third party (parents, guardians, sponsor, etc.) without your written permission.

I grant permission to College of the Redwoods to release information about my educational record to the individuals listed below. This permission will remain in effect until revoked in writing.

NEW PRIVACY POLICY to help protect you against unauthorized release of your records.

Release of information in person: You must show your Photo ID at the counter when requesting specific information about your student records.

Release of information over the phone: If you want the Residential Life Office to be able to release your information **via telephone to you or someone other than yourself**, list yourself and the person or people below and provide a "secret password" between 4-10 characters for yourself and the other person or people, sign and date below.

NAME OF PERSON	RELATIONSHIP	SECRET PASSWORD
(SELF)		

Student's Signature

Date