



**University Housing Services  
2021-2022 STUDENT HOUSING LICENSE AGREEMENT**

If you are a student wishing to apply for on-campus housing you must complete the Student Housing License Agreement. This document will serve as your contract for the Academic Year 2021-2022.

The Student Housing License Agreement includes: "Terms and Conditions", "Policies & Regulations", and "Community Guidelines." Please allow time to read these documents carefully prior to proceeding with the online form. Your agreement to and submission of the online form indicates that you have read and agree to the terms of the License Agreement. Completing your application and submitting your down payment does not guarantee your room selection, or space for the academic term.

This License Agreement is entered into between the Trustees of the California State University by California State Polytechnic University, Pomona, hereinafter called "University" and the individual whose name appears below, hereinafter called "Licensee." In consideration for the right to occupy an assigned bed space within the housing facility at the University, Licensee hereby agrees to make payments to the University in accordance with the payment plan listed herein.

Please download and read these documents as part of the Student Housing License Agreement:

Also see:

Housing License Agreement, Policies and Regulations, Community Guidelines



## UNIVERSITY HOUSING SERVICES 2021-2022 STUDENT HOUSING LICENSE AGREEMENT

### TERMS AND CONDITIONS

#### 1. Occupancy

Please Note: All dates and terms are based on the tentative 2021-2022 academic calendar and are subject to change after the calendar is finalized.

**1.1 Summer Session A (Full 10 Week Session):** University hereby grants Licensee permission to occupy a bed space within the housing facilities as a Licensee for the term beginning Tuesday, June 1, 2021 and ending at 5:00PM on Thursday, August 12, 2021, unless previously terminated under the provisions of this License Agreement.

**Summer Session B (First 5-Week Session):** University hereby grants Licensee permission to occupy a bed space within the housing facilities as a Licensee for the term beginning Tuesday, June 1, 2021 and ending at 5:00PM on Wednesday, July 7, 2021, unless previously terminated under the provisions of this License Agreement.

**Summer Session C (Second 5-Week Session):** University hereby grants Licensee permission to occupy a bed space within the housing facilities as a Licensee for the term beginning Wednesday, July 7, 2021 and ending at 5:00PM on Thursday, August 12, 2021, unless previously terminated under the provisions of this License Agreement.

**1.2 Academic Year:** University hereby grants Licensee permission to occupy a bed space within the housing facilities as a Licensee for the term beginning Wednesday, August 18, 2021 and ending at 5:00PM on Friday, May 20, 2022, unless previously terminated under the provisions of this License Agreement.

**1.3 Winter Intersession:** University hereby grants Licensee permission to occupy a bed space within the housing facilities as a Licensee for the term beginning Monday, January 3, 2022, and ending on Thursday, January 20, 2022, unless previously terminated under the provisions of this License Agreement.

**1.3 Spring Semester:** University hereby grants Licensee permission to occupy a bed space within the housing facilities as a Licensee for the term beginning Friday, January 21, 2022, and ending at 5:00PM on Friday, May 20, 2022, unless previously terminated under the provisions of this License Agreement.

**1.4** Specific assignment of a bed space shall be made by the University at the time of occupancy, and may be changed in the interest of health, discipline, vacations, recesses, management, facility or building closure, and/or general welfare of Licensee(s). Licensees are not guaranteed specific room types, suites, or roommates. University shall have the right to reassign the Licensee to a different room or bed space without the consent of the Licensee prior to or during the term of the Agreement.

**1.5** Failure of Licensee to move in prior to 10:00PM of the day before classes commence, may constitute cancellation of the License Agreement with penalties, and conditions of Section 5 of the License Agreement will apply.

**1.6** The residential halls and suites are closed during the winter break and Licensee must vacate during this period. Licensee may remain in the assigned space during the Spring Break, provided Licensee is

licensed for the remainder of the term. Meal plans are not active during break weeks. University will reserve the right to change the occupancy policy of the buildings during the break periods with 30 days' notice to Licensee.

**1.7** University Housing Services collects the meal plan money on behalf of the Cal Poly Pomona Foundation, Inc., who is the contractor/provider of these services. All residents are required to purchase a Meal (board) plan determined by the community in which they are assigned. Meal plans are active the following dates, unless previously terminated under the provisions of the License Agreement.

TERM	FIRST MEAL	LAST MEAL
Summer 2021	Tuesday, June 1, 2021	Thursday, August 12, 2021
Fall 2021	Wednesday, August 18, 2021	Sunday, December 12, 2021
Spring 2022	Friday, January 21, 2022	Friday, May 20, 2022

**1.8** Priority for housing will be given to Cal Poly Pomona students. University reserves the right to house others on a space available basis.

## **2. Enhancement of Educational Experience**

**2.1** University maintains a professional staff to work with students to develop a community concept within the housing facility to enhance Licensee's educational experience at the University. University shall establish guidelines for facilitating resident's input into the governance of the housing facility. The facility shall be operated to enhance the educational, social, and recreational opportunities available to Licensees.

**2.2** Licensee agrees to recognize the importance of maintaining the housing facility as an environment within which it is conducive for fellow students to study, live and sleep. Licensee agrees to not disturb this environment.

## **3. General Terms and Conditions**

**3.1** The use of housing facilities is subject to Articles 5 and 6 of Subchapter 5 of Chapter 1 of Part V (Sections 42000 through 42103) of Title 5 of the California Code of Regulations. A copy of those regulations is available at University Housing Services during normal business hours.

**3.2** Licensee agrees to comply with the housing facility Policies and Regulations and Community Guidelines which are included as part of this Agreement, and any subsequent amendments.

**3.3** Licensee shall not assign or sublet this License Agreement.

**3.4** It is understood and agreed by Licensee that no lease or any other interest in real property is created by this Agreement.

**3.5** University assumes no responsibility for any property of Licensee which is stolen, damaged, or destroyed in the housing facility at any time, including but not limited to periods when Licensee is not in occupancy or after the term of the occupancy has expired.

**3.6** Licensee must comply with the University's immunization policies for measles, rubella, covid, and hepatitis B as outlined in the University Catalog and Orientation materials. Licensee's immunization record must be on file in the University Student Health and Counseling Services in accordance with University policies. Proof of this may be required by University Housing Services.

**3.7** Licensee must be enrolled in a minimum of six (6) units for each academic term in order to maintain eligibility for occupancy. The University, in its sole discretion, may permit Licensee to license student housing without being enrolled. Typically, this is limited to the summer session.

**3.8** During the term of this Agreement, Licensee is required to disclose to University any criminal convictions for violent offenses, sexual offenses or offenses against minors unless they have been specifically exempted from disclosure by a court order or by the law.

#### **4. Maintenance of Premises**

**4.1** University shall provide Licensee with the furnishings and Licensee will maintain them in the condition noted on the Room Inventory Form. Licensee agrees to give good and reasonable care to his/her living unit and its furnishings and to make payment for any damage or loss promptly upon demand by University. In the event Licensee fails to maintain the living unit in good order and repair, Licensee shall pay University the reasonable costs incurred in returning the living unit to a condition of good order and repair. As a part of such reimbursement, Licensee's security deposit, or a portion thereof, may be expended for the purpose of payment of such costs.

**4.2** Licensee shall make no alteration to the housing facility without the permission of University. Any structural addition or alteration is prohibited without written permission of University.

**4.3** Licensee shall not possess any firearm, ammunition, fireworks, explosives, highly flammable material, candles, pepper spray, dangerous weapons or any other material or instrument which poses an unreasonable risk of damage or injury.

**4.4** Licensee agrees to obey the directives of the State of California concerning energy conservation; as a result of such directive, air conditioning is not guaranteed and other utilities may be limited.

#### **5. Cancellation by Licensee Prior to Occupancy**

**5.1** Licensee may cancel a reservation for a space in the facility by giving written notice to University at least 45 days prior to the beginning of the occupancy period.

**5.2** Licensee's written request to cancel a reservation less than 45 days prior to the beginning of the occupancy period shall include Licensee's statement of reasons. University may, in its sole discretion, grant or deny the request and may require Licensee to provide appropriate verification of reasons supporting the request for the cancellation of the License. The University may grant the request and

assess Licensee pro rata charges if a replacement Licensee acceptable to the University is found. The conditions which most frequently have resulted in University agreeing to cancel of the License are (a) end of Licensee's student status; (b) marriage (c) extreme hardship.

**5.3** University may require the following cancellation terms:

**5.3.1.** For Licensee who does not enroll at Cal Poly Pomona, a pro rata charge will be assessed for each day beyond the commencement of the occupancy period for which the 45-day notice overlaps, plus nonrefundable fees. Non-refundable fees include both room and board (meal plan) charges.

**5.3.2.** For Licensee remaining enrolled at Cal Poly Pomona, charges will be assessed as follows: If the University grants the request to cancel the License, a prorated charge will be assessed for each day beyond the commencement of the occupancy period for which the 45-day notice overlaps, plus nonrefundable fees. If the University denies the request to cancel the License, Licensee will be assessed charges for the full occupancy period plus non-refundable fees. Non-refundable fees include both room and board (meal plan) charges.

## **6. Cancellation After Occupancy**

**6.1.** Any Licensee who requests to cancel this License after occupancy of the facility shall give the University at least thirty (30) days written notice of intention to cancel and the reason therefore. University in its sole discretion may grant or deny request to cancel and may consider the following factors, with appropriate verification: (1) end of Licensee's student status; (2) marriage; (3) extreme hardship.

**6.2** For Licensees who withdraw from the University, the University's grant of the request to cancel this License Agreement will result in an assessment of a thirty (30) day charge starting from the date Licensee vacates the facility.

**6.3** For Licensees who remain enrolled at the University, the University's grant of the request to cancel this License Agreement will be reviewed and assessed a thirty (30) day charge starting from the date Licensee vacates the facility. If the University denies Licensee's request to cancel this License Agreement, Licensee will be assessed charges for the full occupancy period plus non-refundable fees. Non-refundable fees include both room and board (meal plan) charges. In either case, charges will be prorated if a replacement Licensee acceptable to University is found.

**6.4** Cancellation of this License Agreement, eviction of Licensee, or the abandonment of the License by Licensee shall not release Licensee from the obligation to pay any charges payable under this License Agreement.

## **7. Revocation of License Agreement**

**7.1.** University may revoke this License Agreement and assess, in its sole discretion, Licensee for rent and board charges for the full occupancy period plus non-refundable fees upon the occurrence of any of the following:

**7.1.1.** In event of misconduct listed in Section 41301, Title 5, California Code of Regulations; or

**7.1.2.** Licensee's abandonment of the facility; or

**7.1.3.** Licensee's breach of any term or condition of this License Agreement, including failure to abide by University Housing Services Policies and Regulations, and Community Guidelines stated in this License Agreement, failure to disclose information that would disqualify Licensee as a potential occupant and failure to pay required fees in a timely manner. If Licensee fails to pay fees and University is required to initiate procedures to remove Licensee from housing, in addition to other rights, University may remove Licensee from the housing facility even if Licensee pays past due fees. The acceptance of past due fees shall not constitute as a waiver by University of its right to revoke this License Agreement and evict Licensee for Licensee's failure to make timely payment or for other breach of terms of this License Agreement.

**7.2.** University may revoke this License Agreement and assess the Licensee an amount equal to pro rata charge for each day beyond the commencement of the occupancy period for any of the following reasons:

**7.2.1.** Administrative necessity of University. Administrative necessity exists when any condition, not reasonably foreseen at the time of signing by University, occurs that prevents University from making a housing facility available to Licensee. Such conditions include, but are not limited to, unfinished construction of new facilities, damage caused by natural disaster or vandalism, a drop in the usual rate of cancellation resulting in an over booking of the facility.

**7.2.2.** Licensee's academic dismissal from the University.

**7.2.3.** Licensee's failure to maintain minimum student enrollment requirements as stated in section 3.7.

**7.2.4.** An emergency in which the peaceful and orderly operation of the University or University Housing, or health and safety of any person, is or may be jeopardized.

**7.3** University shall provide Licensee not less than three (3) days written notice in the event of an occurrence described in subsection 7.1, 7.1.1, 7.1.2, and 7.1.3, and not less than fourteen (14) days written notice in event of an occurrence in subsection 7.2, 7.2.1, 7.2.2 and 7.2.3 except in cases of emergency or where such notice is not reasonably practicable. Any notice period described in this section may be waived by the University when the reason for the cancellation, vacating, or withdrawal is due to a cause beyond the control of the University and the specified notice could not otherwise have been given. The financial obligations of the Licensee under the conditions of cancellation, vacating, or revocation are found in Title V of the California Code of Regulations, section 42019 (or any successor regulation), which is incorporated herein.

**7.4** Any property of the Licensee remaining in the student housing facility upon termination of the license may be removed and stored by the University at the expense and risk of the Licensee and will be disposed of pursuant to the laws of the State of California as outlined in Title 5 of the California Code of Regulations, section 42375, entitled Care, Restitution, Sale or Destruction of Lost Property, and section 42376, entitled Proceeds of Sale, or any successor regulations thereto. In the event that the premises were unsafe for Licensee's occupancy at the end of the license period, as determined by the University in its sole discretion, the University will endeavor to work with Licensee to pack and ship to Licensee, and/or make arrangements for Licensee to pick up, any property remaining in the premises. The Licensee releases the University from any liability for any damages or loss to property held and/or disposed of in the manner described herein. Nothing in this paragraph shall require the University to store, keep, or

otherwise transmit any property that is prohibited by this agreement or violates federal or state law (e.g., drugs, alcohol, or weapons).

#### **8. Abandonment or Cancellation of License Agreement by Licensee**

Except as permitted in Section 5 or 6, cancellation of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from the obligation to pay any amount due University under this License Agreement for so long as University does not revoke Licensee's right to possession.

#### **9. Destruction or Unavailability**

In the event that a bed space is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this License Agreement (but not as a result of conditions caused by Licensee) is entered into, 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 floods, slides, fire, earthquake, other natural disasters and vandalism; civil disorder, compliance with state or federal law; interruption of basic services because of labor strife; and a drop in the rate of cancellations not reasonably foreseen by University if such a drop results in an overbooking of available housing facilities.

#### **10. Refunds for Cancellation or Revocation; Force Majeure; COVID-19 Outbreak**

University shall authorize refunds only as provided in Title 5 of the California Code of Regulations or this License Agreement. Neither Licensee nor University shall be liable for any delay or default in the performance of its obligations hereunder if such delay or failure to perform is caused by circumstances beyond its reasonable control including, but not limited to, acts of God, government restrictions or orders, wars, riots, insurrections, disaster, acts of terrorism, communicable disease outbreak, epidemic, pandemic, or any other comparable event or cause beyond the reasonable control of the party whose performance is affected.

Licensee and University acknowledge that the full impact of COVID-19 is not currently known or reasonably foreseeable. In the event that circumstances related to COVID-19, or to any reoccurrence of the COVID-19 virus, reasonably prevent or hinder a party's performance hereunder, the party whose performance is affected may invoke the immediately preceding Force Majeure clause of this Agreement and be excused from liability for its failure or delay in performing its obligations hereunder, even if the circumstances related to COVID-19 were foreseeable at the time of the parties' execution of this Agreement. Notwithstanding the foregoing, in no event shall Licensee be excused from paying any fees or amounts owed for the period of time during which Licensee occupied the Premises. In the event that Licensee is unable to occupy the Premises due to circumstances related to COVID-19, the University will provide Licensee with prorated refunds for any license fee and Meal Plan fee amounts representing the time period during which Licensee was unable to occupy the Premises due to circumstances related to COVID-19.

#### **11. Vacating the Housing Facility**

Licensee shall vacate the housing facility at the expiration of the License period or upon cancellation or revocation of this License Agreement, whichever occurs first.

#### **12. Default of Licensee**

Failure of Licensee to satisfy the financial obligations of this License Agreement may at the discretion of University, result in the following:

**12.1** Assessment of late fee as stated in the cost tables.

**12.2** Suspension of meal service without compensation for missed meals.

**12.3** Revocation of the License Agreement.

**12.4** Eviction.

**12.5** Withholding of University services pursuant to Section 42380, et seq., of Title 5, California Code of Regulations. This includes, but is not limited to, withholding official transcripts, and denial of registration.

**12.6** Offset of paychecks, loans, grants or scholarships payable through University, or tax refunds through the CA Franchise Tax Board.

**12.7** Notification of default to credit bureau organizations.

**12.8** Payment of collection costs incurred by University, its agents, contractors, and assigns in the collection of the delinquent obligation.

**12.9** Legal action to collect unpaid obligations.

### **13. Consent of Release of Information**

By signing the License Agreement, Licensee consents to the release of information from Licensee's student educational records to non-University parties such as credit bureaus, credit gathering organizations, skip tracers, billing agencies, collection agencies, legal counsel, parents, and employees which may, in the judgment of University, be necessary or helpful in the collection of delinquent obligation arising out of the License Agreement.

### **14. Right of Entry**

University shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purpose. University shall exercise these rights reasonably and with respect for Licensee's right to be free from unreasonable searches and intrusions into study or privacy. During break periods, repairs and/or construction projects may be necessary. University will notify Licensee in advance of projects requiring entry into Licensee's room, whenever possible. Licensee will be responsible for safeguarding his/her belongings.

### **15. Insurance**

**15.1.** University has no insurance to cover personal or property damage. Therefore, University highly recommends that Licensee obtain renters or similar insurance policy.

**15.2.** University does not maintain individual or group health and accident insurance. University highly recommends that Licensee obtain health and accident insurance.

### **16. Visitors and Guests**

Licensee shall permit no visitors or guests to enter University Housing facilities except as permitted in Policies and Regulations, and Community Guidelines of this License Agreement.



**17. 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.

**18. Taxable Possessory Interest**

It is the position of University that this License Agreement does not create a taxable possessory interest in real property. However, pursuant to Revenue and Taxation Code Section 107.6, Licensee is hereby notified that a taxing authority may take a contrary view and may assess License Agreement.

**19. Notices.**

The University will communicate with Licensee regularly via electronic mail (e-mail) sent to your University email address. This is our primary method of communication to students and it is Licensee's responsibility to read, review, and respond to those messages.

*You may print a copy of these Terms and Conditions from the Housing License Agreement web page.*



**University Housing Services**  
**2021-2022 POLICIES AND**  
**REGULATIONS**

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Garden P. Volleyball Court Q. Fitness

Express R. Bicycle Storage S. Use of

Housing Facilities T. Abandoned

Property U. Recording Devices

**IV. Computers and Technology**

**Acceptable Use Policy**

or

The Policies and Regulations section is part of the Student Housing License Agreement. Acceptance and agreement to abide by the regulations listed herein is acknowledged through the online completion and electronic submission of the Student Housing License Agreement.

All policies listed here are in effect for all University Housing Services (UHS) property which includes, but is not limited to all the Residential & Traditional Halls, the Residential Suites, the Lyle Center for Regenerative Studies, temporary housing accommodations, University Housing Services grounds, La Cienega, Fitness Express, Residential Parking Lots, Centerpointe Dining Commons, Denny's and Vista Convenience Store, La Naranjita Center (Java the Hut) and at all University Housing Services sponsored events, including those off-campus.

Residents who are believed to be in violation of one or more policies may be referred to an official of University Housing Services, the University Police, and/or other administrator from the Division of Student Affairs.

As a resident of University Housing Services, you are responsible for abiding by the Policies and Regulations. The policies have been designed to benefit individual students, as well as the entire residential community. All residents who, by virtue of their behavior toward themselves or other residents, show an inability to live in a group setting under the policies listed below, or refuse intervention by the Residence Life Staff and/or other university official(s) will be asked to leave the University Housing Services Residences or commit to a behavioral contract which may involve the intervention of other sources as prescribed by the Executive Director of University Housing Services (UHS) or a designee. Sanctions for violating any one or more Policies and/or Regulations may range from community service to eviction from University Housing Services property.

Violations of Law; and/or any forms of abuse, assault or harassment; weapons violations; and fire/evacuation safety violations usually result in eviction from University Housing Services property on the first offense.

## I. BEHAVIOR AND WELFARE

### Definitions

The following definitions apply to resident occupied living area:

**Unit** is defined as the Licensee's suite or residence hall room.

**Room/Space** is defined as a bedroom in Licensee's suite or bed space in a residence hall room.

**Area** is defined as a location or place, usually with specific details, such as "common area" referring to any residential building space that is shared by the community.

#### A. University Policies

1. In addition to the Student Housing License Agreement, the Licensee is required to abide by all university policies and CSU Executive Orders. All university policies and Cal State Executive Orders can be found on the [Cal Poly Pomona University Policies](#) webpage.

#### B. Alcohol

1. All Licensees and their guests are subject to the following statement from the Alcohol Beverage Control Act: *"Every person who sells, furnishes, gives or causes to be sold, furnished, or given away, any alcoholic beverage to any person under the age of 21 years is guilty of a misdemeanor"* (Business and Professions Code 2568A).
2. Misuse of alcohol or illegal behavior may result in disciplinary action and/or arrest by the police.
3. Possession of any alcohol (open or unopened) shall be interpreted as consumption of alcohol.
4. Consumption, possession, or storage of alcoholic beverages (including empty alcohol containers) by any Licensee under the age of 21 is prohibited.
5. If all Licensees of a space are 21 years of age or older, the Licensee(s) may choose to responsibly consume alcohol only in the privacy of their own space with

the door closed. Consumption and possession of alcohol in the presence of others under the age of 21 is prohibited.

6. Possession/use of any empty or full keg, party ball, or other mass drinking device (e.g., beer bong) is prohibited.
7. Possession or consumption of alcohol in a public place (including but not limited to outside or indoor stairwells, outside balconies/patios/porches, hallways, lounges, swimming pool, basketball courts, volleyball court, community garden, grounds and or any other common areas) is prohibited.
8. Obvious intoxication by Licensees or their guests within the residences or grounds is prohibited.
9. Brewing alcohol is strictly prohibited for all residents, regardless of age.
10. Drinking games are prohibited; this includes, but is not limited to beer pong, quarters, flip cup, or king's cup. Simulation of such drinking games as water pong, Gatorade pong, etc., is prohibited.
11. Violation of other University policies and procedures while under the influence of alcohol is a violation of this policy.
12. Inability to exercise care for one's own safety and/or the safety of others due to intoxication is a violation of this policy.
13. The campus has a "Safety First" clause for alcohol-related medical emergencies. The goal of "Safety First" is to ensure that students receive prompt medical attention for any health or safety emergency (alcohol or drug intoxication, physical violence, etc.), and to ensure there are no impediments to reporting incidents. A Safety First policy benefits our campus by encouraging students to make responsible decisions in seeking medical attention in serious or life-threatening situations that result from alcohol and/or other drug abuse and in any situation where medical treatment is reasonably believed to be appropriate. If a student is so intoxicated or drugged that s/he is unable to be awakened, letting that person "sleep it off" is not a reasonable alternative to getting him/her the necessary medical help. Failing to seek assistance for a fellow student who appears to be dangerously under the influence of alcohol or other drugs will result in disciplinary action.

#### C. Community Responsibility

1. Community members are expected to comply with all reasonable requests for courtesy towards others, including, but not limited to, issues regarding noise, use of common area space, and trash disposal.
2. Failure of Licensees to prevent a violation, especially within their space of any stated regulation violates their responsibility as a student and member of this community.

#### D. Controlled Substances (Drugs) – Foundation/ University Housing Services enforces a zero tolerance stance for the use or possession of controlled substance. **Any violations may result in eviction from University Housing Services property on the first offense.**

1. Cal Poly Pomona complies with the Drug-Free Workplace and the Drug-Free Schools and Communities Act. Sale of, use of, being under the influence of, distribution of, storage of, and/or knowingly possessing illegal drugs, controlled substances, or narcotics, as those terms are largely used under Federal law or in the California Statutes, is prohibited. The misuse of any drug, including prescription or over-the-counter medications, is prohibited.

2. The use or possession of marijuana in any form for recreational or 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. Residents are NOT protected by the California Compassionate Use Act.
  3. The possession of a 215 medical marijuana card will not be recognized nor honored by Cal Poly Pomona University, nor by Foundation/University Housing Services.
  4. Possession or use of drug paraphernalia is also prohibited. Drug paraphernalia includes, but is not limited to, bongs, pipes, hookahs, vaporizers, vaporize pens, e-cigarettes and/or other devices that may be used to facilitate consumption of illegal drugs.
  5. The use of Salvia is not permitted on Foundation/University Housing Services grounds.
  6. Violation(s) of other University policies while under the influence of controlled substances is a violation of this policy.
  7. The inability to exercise care for one's own safety and/or the safety of others while under the influence of controlled substances is a violation of this policy.
  8. The campus has a "Safety First" policy for drug-related medical emergencies. The goal of "Safety First" is to ensure that students receive prompt medical attention for any health or safety emergency (alcohol or drug intoxication, physical violence, etc.), and to ensure there are no impediments to reporting incidents. A Safety First policy benefits our campus by encouraging students to make responsible decisions in seeking medical attention in serious or lifethreatening situations that result from alcohol and/or other drug abuse and in any situation where medical treatment is reasonably believed to be appropriate. If a student is so intoxicated or drugged that s/he is unable to be awakened, letting that person "sleep it off" is not a reasonable alternative to getting him/her the necessary medical help. Failing to seek assistance for a fellow student who appears to be dangerously under the influence of alcohol or other drugs will result in sanctions.
- E. Dangerous Behavior – University Housing Services enforces a zero tolerance stance for dangerous behaviors. **Any violations may result in eviction from University Housing Services property on the first offense.**
1. Any activity that can be interpreted as endangering or harming oneself, any community member, or guest is prohibited.
- F. Damage to Residential Facilities
1. Acts that result in damage in or around the residential facilities and/or interfere with others' normal use of facilities are prohibited.
- G. Failure to Comply
1. Licensees and their guests are required to comply with official requests or directives of university staff (verbal or written) while performing their duties. Failing to provide information to staff, interfering with staff while they are performing their duties, failing to identify yourself, leave the building during an evacuation drill or open your door at a staff member's request or similar failures to cooperate,) or being verbally abusive to staff is a violation of University Housing Services policy.
  2. Presenting information or documents (i.e., identification) which are fabricated, falsified, or misrepresentative to a university official is prohibited.
- H. Gambling
1. Gambling in any form is prohibited.
- I. Physical/Written/Verbal Abuse, Harassment, or Sexual Assault – **Any violations may result in eviction from University Housing Services property on the first offense.**

1. Cal Poly Pomona supports a Zero Tolerance Policy on Campus Violence. Threats, violations of Executive Order 1097 (including subsequent revisions), or severe or pervasive harassment by any member of the Cal Poly Pomona community or guest toward an individual or group is prohibited. Engaging in activities that undermine the ability of a student to participate in the educational experience, such as by causing physical harm or a reasonable apprehension of physical harm, engaging in sexual harassment or misconduct, stalking, or dating or domestic violence, will result in disciplinary action and/or arrest by the police, as appropriate. Severe or pervasive harassment of any person and/or group, through any medium, including the Internet, is not permissible.

## II. COMMUNITY STANDARDS

### A. Appliances

1. Licensee shall NOT possess any electrical appliances used for heating or preparing food other than those with enclosed heating elements.
2. Toasters and other cooking devices with open heating elements are permissible only in the Residential Suites and should be used in the kitchen areas only. Appliances must be directly supervised at all times while in use.
3. Hot plates, grills with open/exposed heating elements and/or the fuel materials for such grills are prohibited.
4. Personally owned refrigerators up to a maximum of 3.7 cubic feet are allowed only in the Residence Halls or Center for Regenerative Studies. Refrigerators are not allowed in the Residential Suites without the expressed permission of University Housing Services.
5. Residents may be held responsible for any damages or charges caused by appliances brought into the residences, or improper and unsupervised use of any appliances.
6. All policies under Decorations and Fire Safety apply.

### B. Bicycles/Skateboards/Skates/Motorized Vehicles - Bicycles may be registered with the Campus Police for extra protection.

1. Riding bicycles, skateboards, roller blades/skates, scooters or any coasting device is prohibited on University Housing Services property.
2. Bicycles must be stored in either the bicycle racks or storage located within the housing communities, or in a resident's unit ONLY with prior permission from all roommates. Bicycles stored in a resident's unit may not block emergency access to the unit's window(s) or door(s). Bicycles may not be parked, locked or stored in any other area, including unit patios and balconies. Bicycles left in unauthorized areas (e.g., stairwells, hallways, lobbies, etc.) or abandoned in bicycle racks will be impounded at the owner's expense.
3. Parking, locking or riding any motorized vehicle (with the exception of service vehicles such as wheelchairs) within the residences or at any location other than paved roads or paths specifically designated for such use is prohibited.
4. Hover boards, electric scooters, and similar motorized devices are prohibited on University Housing Services property due to safety and potential fire hazard concerns.

5. Due to health and safety hazards, public safety officers may remove any motor-driven vehicle from a housing unit without notice to Licensee and/or owner.

C. **Communicable Diseases – Any violations may result in eviction from University Housing Services property on the first offense.**

1. Any Licensee diagnosed with a communicable disease by Student Health Services or by his/her health care provider will be sent home during the infectious period, or isolated in an assigned room as directed by University Housing Services in consultation with the Student Health Services, and/or the Licensee's health care provider (as permitted by the resident). Non-campus housing and travel arrangements are made at the student's expense. Student Health Services and/or the Licensee's health care provider will clear the Licensee to return the University Housing Services facility, dining services and classes (in consultation with the Licensee's health care provider, as appropriate).
2. Any Licensee suspected of having a communicable disease could be quarantined in his/her room or another assigned room while waiting for a diagnosis. Any Licensee exposed to a communicable disease should make an appointment with a physician at Student Health Services, to discuss the possible exposure, symptoms and treatment (if any treatment is available). Examples of communicable and infectious diseases may include: chicken pox, hepatitis, measles, tuberculosis, and influenza-like illnesses.
3. In the instance of an outbreak, University Housing Services will follow university and local emergency protocols.

D. **Fire Safety/Evacuation – Any violations may result in eviction from University Housing Services property on the first offense.**

1. All persons are required to evacuate the building any time an alarm sounds and follow evacuation instructions given by the University Housing Services staff. During an evacuation, University Housing Services staff may enter individual units or spaces to verify evacuation. No person is allowed to re-enter the building during an evacuation until approved by University Housing Services staff or emergency personnel.
2. Intentional misuse of, tampering with or obstruction of the fire safety system or firefighting equipment (e.g., fire alarm, fire extinguisher, emergency "EXIT" signs, smoke detectors, fire sprinkler heads, etc.) is a misdemeanor violation in accordance with City of Pomona Ordinance #3286.
3. Possession, storage or use of ammunition, explosives (firecrackers fireworks, smoke bombs, etc.), flammables (gasoline, propane, butane, kerosene, etc.), candles or any item with an open flame in the housing facilities (including on balconies and patios) is strictly prohibited.
4. Burning any material, including incense, is prohibited except when specific prior approval is obtained from the building Coordinator for the purpose of religious observances only.

E. **Gatherings**

1. A gathering of more than 10 people in any residential suite, or of more than 6 people in any residence hall room, without the prior written approval of the building Area Coordinator is a violation.

F. **Guest Conduct and Policy**

1. **Licensee:** A Cal Poly Pomona student who has a housing license agreement (also referred to as the resident) with University Housing Services and who is assigned to a specific room or suite within a residence.
2. **Host:** A resident who is entertaining guests.
3. **Guest:** Any individual (including another Cal Poly student, resident, parent, relative, girlfriend/boyfriend, etc.) who is visiting a resident in his/her unit or space, or anywhere within the residential community.
4. **Non-Approved Guests:** Guests who do not follow the policy outlined below for approved guests.
5. Guests must be escorted at all times, including when they are in the Licensee's room. Releasing the keys to a Guest is prohibited.
6. Licensees are responsible and accountable for the conduct of their guests while on University Housing Services property, immediately adjacent areas, or at University Housing Services -sponsored or supervised activities. Guests must not infringe on the rights of roommates or other Licensees.
7. Overnight guests are to be temporary and infrequent.
8. University Housing Services reserves the right to deny access to any guest whose behavior is deemed inappropriate.
9. When any guest is under the age of 18, the Licensee assumes all liability and responsibility for the guest.
10. Minors cannot be brought to the housing facility for the purpose of babysitting (for reasons of safety and liability).
11. Overnight Guests: Licensees wishing to host an overnight guest(s) must obtain the approval from all other Licensees in the unit, present or not, and in advance of the overnight stay. Licensee may have a guest(s) stay overnight for up to two (2) nights per calendar month without charge. Licensees who have an overnight guest must register the guest with University Housing Services, using the online Overnight Guest Request form available here. A prorated per night fee will be assessed to the host for nights beyond the second night per calendar month and/or for violations of this policy.
12. Non-Approved Guests: Licensees will be charged a prorated per night fee for each night a "non-approved" guest is hosted, regardless of the length of stay. Licensees in violation of the guest policy are subject to University Housing Services /University Conduct proceedings. "Non-approved" guests are subject to University Housing Services /University Conduct proceedings and/or prosecution, as appropriate.

G. Loitering

1. No Licensees or guests may sleep in the lounges, lobbies, or other public areas unless it is in conjunction with an official University Housing Services sponsored event and approved in writing by the Coordinator of the building.

H. Musical Instruments

1. No excessive sound from musical instruments (amplified or non-amplified) will be allowed in University Housing Services facilities unless it is in conjunction with an official University Housing Services sponsored event and approved in writing by the Coordinator of the building.

I. Animals



1. Licensee shall not harbor, feed, or possess any animal in or around the residential property with the exception of a registered service animal and/or an emotional support animal. Students are required to request approval of an emotional support animal and file proper documentation with the Disability Resource Center and University Housing Services prior to bringing an emotional support animal into their unit.
2. No "visiting" animals are allowed in student units or in the residential properties with the exception of a registered service animal.
3. Only fish are allowed (provided they are not illegal to own). Fish tanks in excess of 10 gallons are not permitted.
4. Cleaning, damage, and/or pest control resulting from fish, support animals or unauthorized pets will be charged to the Licensee.

J. Quiet Hours

1. All students must abide by quiet hour guidelines. Sunday-Thursday quiet hours are 10:00 p.m. – 10:00 a.m. Friday-Saturday quiet hours are 12:00 a.m. – 10:00 a.m. During these times, all noise shall be held to a minimum. During all other times, reasonable respect of noise should be shown. During finals week, "Quiet Hours" are extended to 23 hours per day.
2. At all times, the ability to occupy one's unit for the purpose of studying, sleeping or engaging in activities in an atmosphere of peace and quiet takes precedence over other activities. Engaging in unreasonably loud activities, which are defined as: (a) a level of noise which may be deemed an undue disturbance by another member of the community or, (b) creating noise – including, but not limited to, voice, musical instruments and stereos – which is audible outside of one's unit during quiet hours, either inside or outside the residential properties is prohibited.

K. Sales and Solicitation

1. Advertising, sales, promotion, commercial transactions and/or solicitation by residents or off-campus persons is prohibited in all areas unless approved by University Housing Services and with written approval by the building's Area Coordinator.

L. Security

1. All residential facilities are locked 24 hours per day. Call phones are located outside the main front entrance of each residence hall and buildings 60 & 61 (Vista Bonita and Vista del Sol) at the suites. These phones may be used to contact the RA on Duty or front desk. Providing access to buildings to those other than residents, staff, or attended guests by any means – including but not limited to failing to lock or secure doors, propping entrance doors, removing a window screen, allowing a person entrance into a building and leaving them unattended in a public area – is prohibited.
2. Resident Advisors are available via the Duty Cell phone and there is an Area Coordinator on-duty 24 hours a day.

M. Smoking

1. In compliance with Executive Order 1108, all California State Universities have adopted a campus-wide "Smoke Free" policy.
2. Smoke Free: "Smoke Free" means the use of cigarettes, pipes, cigars, and other "smoke" emanating products including e-cigarettes, vapor devices and other like products are prohibited on all University properties.

3. Smoking: "Smoke" or "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, cigarillo, pipe, hookah, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form. "Smoke" or "Smoking" also includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.
4. Tobacco Free: "Tobacco Free" means the use of cigarettes, pipes, cigars, smokeless tobacco, snuffs, and other tobacco products are prohibited on all University properties.
5. Tobacco Product: A product containing, made or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff.
6. Tobacco Device: An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah. Any component, part, accessory of a tobacco product, whether or not sold separately. "Tobacco product" does not include a product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is market and sold solely for such an approved purpose.

N. Trespassing

1. Use of the University Housing Services Residences is limited to the Licensees, their escorted guests and other persons specifically authorized by University Housing Services.
2. The presence in any residential property of any nonresident or person who is not currently listed as a Licensee of that property and who is not authorized by University Housing Services constitutes a trespass. Those trespassing on the premises of the residential property may be arrested. Trespassers may be asked to leave University property at any time.

O. Vandalism/Theft

1. Damages to or theft of university property, or to other property located on university property, willfully or negligently caused by a resident or guest is prohibited.
2. Unauthorized removal, possession, use or misuse, defacing, tampering, damage or destruction of any property belonging to a community member or a guest thereof is prohibited.
3. Restitution for clean-up repair or replacement related to violations will be made by the responsible resident(s).

P. Weapons – **Any violations may result in eviction from University Housing Services property on the first offense.**

1. Possession, use or threatened use of any weapon deemed by the campus authorities to be deadly is prohibited. This includes, but is not limited to, firearms, switchblade knives, ammunition, dangerous chemicals, daggers, machetes, slingshots, water guns, stun guns, BB guns, paint ball guns and

other weapon-like instruments (including air/water/gas propelled guns or any projectile devices) or weapons commonly known as black jacks, sand clubs, Billy clubs, and metal knuckles, etc. Metal pipes, pepper spray, bars, razors with unguarded edge, or any knife being used for a purpose other than food preparation are also considered weapons and are prohibited.

### III. FACILITIES AND OPERATIONS

#### A. Alteration of Premises

1. Alterations, changes, remodeling and/or renovations, including but not limited to, painting of the unit, tampering with the electrical or mechanical fixtures in the unit or public areas, installing in-line water purification systems or installing a door or area lock without prior written consent of University Housing Services is prohibited. All fixtures that are installed become part of the premises, and therefore property of University Housing Services.
2. Tampering with or removal of blinds, windows or window screens from any part of the building is prohibited.
3. Licensee shall not configure his/her unit or space in any manner as to block emergency access to the unit's window(s) or door(s).
4. Licensee shall not tamper with or plant any material on the grounds.
5. Unauthorized removal, possession, use or misuse, defacing, tampering, damage or destruction of university-owned property, leased property, or equipment is prohibited.

#### B. Building Exterior

1. Throwing, projecting, dropping, shaking, spilling, hanging, staking marketing on the grounds, climbing up/in, or passing any object(s) from any University Housing Services building exterior – which includes but is not limited to balconies/patios/porches, windows, roofs and ledges – is not permitted.
2. Nothing is to be placed, stored, affixed or exhibited on the building exterior – which includes, but is not limited to, balconies/patios/porches, windows, roofs and ledges.
3. Windows are to remain in their tracks. Removal, bending and/or propping of window screens is prohibited.
4. Using one's balcony/patio/porch or window as a means of entry or exit is prohibited.

#### C. Common/Public Areas

1. Common and public areas are for the use of the University Housing Services Licensees and their guests only.
2. Licensees must be appropriately dressed (e.g., shirt, shorts/pants) when walking or lounging in common or public areas.
3. Licensees are not to use trash containers in common areas (e.g., laundry room, lobby, lounges or restrooms) for their personal garbage. Leaving personal trash/garbage or recyclables in the hallway or other common or public areas is not permitted.
4. Any malicious damage to the buildings, grounds or other University Housing Services facilities is prohibited. This includes but is not limited to all common area furnishings in the lounge, study rooms, lobbies, stairs, laundry rooms, doors, walkways, Centerpointe Dining Commons, residential parking lots, and all other university property.

5. Licensee and guests are required to use the bathroom of their gender identity.
6. Use of cameras and/or camera function on a phone in any public bathroom is not allowed.
7. Licensee shall notify the office of damages to the dwellings and/or grounds of the housing facilities or submit a work order request to repair damaged property.

#### D. Decorations

1. Decorations that are flammable or fire hazards (including candles or incense) are prohibited - see [Fire Safety, II. Community Standards, #D.](#)
2. Licensee shall not bring or maintain any hazardous electrical decoration including, but not limited to, halogen torch lighting.
3. Extension cords and multiple plugs/outlet adapters are prohibited.
4. Only power strips with a minimum 1449 UL listed surge suppressor with sufficient joule capacity should be used for protection of computers and other electrical equipment. It is prohibited to connect multiple power strips together.
5. It is prohibited to cover more than 5% of a door and/or 25% of a wall in both private and public spaces.
6. It is prohibited to hang objects from the ceiling in both private and public spaces.
7. "Live cut" trees (such as Christmas trees) or other combustible decorations are prohibited in the residential facilities.
8. Any permissible holiday decorations in the residential buildings must be made of fireproof materials and be UL (Underwriters Laboratory) List-approved for the intended use.
9. Battery operated LED lights are permitted, and non-battery string lights are prohibited. All decorations must remain within unit and not be mounted on doors, windows or their frames.

#### E. Dining Services Policies and Regulations

1. All residents are required to purchase a Meal (board) plan determined by the community in which they are assigned.
2. The Bronco Access Card, or meal ID card, is not transferable. It is a violation to assist unauthorized persons to enter the dining area.
3. Meal I.D. cards, or approved identification, must be presented to appropriate personnel when entering the dining areas.
4. Students are required to bus their own tableware in all food service areas.
5. Students must comply with the reasonable requests of Foundation Dining Service personnel or University Housing Services staff while in the dining areas.
6. It is prohibited to take any dishes or utensils from the dining hall without permission.
7. There is no compensation for missed meals at the end of the term and/or year for any reason. An assumed percentage of absenteeism is used in projecting the meal costs.
8. Foundation Dining Service personnel will, whenever possible, attempt to meet the needs of students with special diets or disabilities. There will not be a reduction of food service fees for dietary or other related problems.
9. Meal points are valid for the period of the contract term. Unused meal points at the end of one semester carry over to the next semester, with the exception of Spring, which is considered the end of the contract period. All remaining meal

points at the end of Spring are forfeited. Unused meal points are forfeited (not refunded) if the licensee cancels prior to the end of the contract period or cancels their meal plan.

#### F. Furnishings

1. Each unit is carpeted or laminated and furnished with the following items: desks, chairs, beds (frame and mattress), chests of drawers, trashcans, recycling bins and a smoke detector. Furniture may not be removed from the unit at any time.
2. Waterbeds or water-filled furniture are not allowed in the University Housing Services residences.
3. University Housing Services provided equipment: supplies and furnishings must not be dismantled or removed from their designated area. Charges may be assessed for misuse, removal or theft.
4. It is prohibited for residents to loft their beds.

#### G. Keys

1. Each Licensee in the Residential Suites and Traditional Residential Halls are issued a key to his/her unit/space. Suites residents are also issued a keycard and a mailbox key. All keys remain the property of the University.
2. Each Licensee in the Residential Halls will have access to their building and room programmed into the Cal Poly Pomona issued Bronco Card.
3. It is prohibited to duplicate, transfer, loan or sell any key, keycard, or Bronco Card to another individual for any reason.
4. For security reasons any lost, stolen, misplaced key(s) must be reported to the Housing Office, located in Building 59 within 24 hours.
5. A non-refundable charge will be assessed for any University Housing Services replacement key(s) issued to the Licensee during occupancy and/or any keys(s) lost or not returned upon Licensee's checkout. In the event a key is lost:
  - A. Traditional Residential Halls, Residential Suites, and Center for Regenerative Studies Licensees will be charged the following:
    - i. \$80.00 for the lock change (including hard keys)
    - ii. \$10.00 each replacement mailbox key
    - iii. \$30 for each replacement key card
  - B. Licensees in the Residential Halls (73 & 74) will be charged the following:
    - i. University set fees each replacement CPP issued Bronco Card.
    - ii. \$80.00 for the lock change (including hard keys)
    - iii. \$30 for each replacement, loaner/temporary key card
  - C. Licensees are responsible for carrying their unit keys at all times. During regular business hours, a Licensee may request lockout assistance from University Housing Services office in Building 59 and Building 54. For after-hour and weekend lockouts, residents contact the on-duty Resident Advisor.
  - D. Licensees are allowed two (2) FREE lockouts per contract period. On the third (3rd) lockout, the licensee will be assessed a \$5 fee. Each subsequent lock-out will increase by an additional \$5 fee. Excessive lockouts may result in disciplinary action. Students that fail to return any loaner keys by the provided schedule, will be charged according to the lost key schedule above.

#### H. Improper Room Transfer

1. Moving into or changing units/spaces without the express direction of University Housing Services designee or the Coordinator of the building is a violation. Licensees who switch spaces without completing a Room Change Request and without approval of Housing will be charged a lockset change fee and may be required to move back to their original space.
2. Licensees who do not have roommates should be prepared to have a roommate move in at any time. Spreading out into the vacant space of a unit is considered an improper room transfer. A labor charge may be assessed if it prevents the Facilities staff from cleaning the room or a new resident from moving in.

#### I. Posting

1. Electronic flyers and announcements to advertise upcoming events sponsored by recognized campus organizations is permissible with official stamp from the Office of Student Life and Cultural Centers.
2. University Housing Services staff and recognized student organizations are permitted to post in the community and/or on a residents' door without obtaining an official stamp from Office of Student Life and Cultural Centers.
3. Residents may post on their unit doors (within the fire code guidelines) without obtaining an official stamp from the Office of Student Life and Cultural Centers.
4. Posting of any material on another residents' door without previous permission by the residents of the room is prohibited.
5. University Housing Services reserves the right to remove from public view any signs or materials that promote alcohol/drugs, actual violence or harm, fighting words, true threats, expression that constitutes criminal or severe harassment, defamation, obscenities, and/or false advertising.
6. Posting and/or displaying material(s) in residential windows is prohibited.
7. Whiteboards located in the TV Lounge and each wing of the floor are the sole property of University Housing Services and are to be used solely for Student Leader programs, marketing of University Housing Services sponsored programs and academics.
  - A. White boards must be erased at the conclusion of any program or study session.
  - B. Only use dry erase board markers, use of non-dry erase markers will result if a charge to fix or replace the whiteboard.
  - C. University Housing Services staff has the right to erase whiteboards each day for non-study session or program related material.
  - D. Intentional misuse of whiteboards will result in documentation of the licensee and loss of whiteboard privileges.

#### J. Restricted Access

1. Unauthorized presence on rooftops, ledges, trees, staff patios, sides of buildings or areas marked for restricted access in any University Housing Services building is prohibited.

#### K. Room Care

1. Reasonable care of the licensee's unit, its furnishings and cleanliness is the responsibility of every Licensee. Failure to abide by this may result in professional cleaning and/or pest control at the Licensees expense.

2. Trash and recyclables should be removed from the licensee's unit to the proper receptacles outside of the building or inside the building's trash chute, where available, in a timely manner and on a regular basis.
  - A. Residents are not to use trash containers in common areas (e.g., laundry room, lobby, community restrooms) for their personal garbage (See Common/Public Areas), or to leave their personal garbage or recyclables in the hallway or common/public areas.
  - B. Trash bins are to be closed and secured to prevent problems with insects, pests and rodents.
  - C. Trash chutes are only to be used for the disposal of trash. Intentional misuse of trash chutes or the discarding of trash in areas outside of the chute will result in documentation.
3. Upon check-in, Licensee shall check his/her unit/space for any damages, recording the room condition and noting damages on the Room Inventory form. This form must be submitted as instructed in order for the check-in process to be complete.
4. Licensee shall notify the office of damage to his/her unit/space or submit a Work Order Request for repair of damaged property. Any Licensee who submits a Work Order Request for repair of articles within his/her unit hereby gives authorized University Housing Services personnel access to his/her unit for said repair.
5. Periodically University Housing Services staff will perform Health and Safety Inspections. Periodic light cleaning will also be performed in all Residential Suites. Licensees will be given advance notice of these inspections, as they require entry into every student room. If any violations of the Student Housing License Agreement are found during such inspections, appropriate action will be taken.
6. Each Licensee is responsible for his/her own unit and space. Licensees occupying a suite are also responsible for unit common areas; any charges incurred will be split appropriately. Common area or shared unit damage charges will be divided and assessed equally between all residents of a unit if the university cannot determine responsibility for damages or loss after appropriate investigation.
7. All policies under Building Exterior – Balconies/Patios/Porches, Windows, Roofs, and Ledges apply.

#### L. Storage

1. There is no storage available outside of your unit. Any items left after the close of the academic year will be inventoried and/or disposed of by the University three days after checkout. Inventory and disposal fees will be charged to the Licensee accordingly.

#### M. Community Kitchens

1. Residential & Traditional Halls community kitchens are intended to provide cooking privileges for resident and programmatic use to enhance the residential experience. Community kitchens are not designed for commercial use.
2. Residents are responsible while cooking within University Housing to ensure that proper sanitation, ventilation, and fire safety precautions are taken.
3. Residents are responsible for cleaning up after themselves when using public spaces. The following guidelines are to provide all users with a clean and safe environment, fire safety information, and guidelines must be adhered to at all times.

#### N. Residential Hall Garden

1. Residents are to be mindful of noise levels when visiting the garden and are not allowed to remove items from the flower beds.

O. Volleyball Court

1. The Residential Sand Volleyball Court is open each day from 8am to 10pm for all University Housing Services residents and their accompanied guests. Use of the courts is prohibited outside of these hours.
2. The use of the Residential Sand Volleyball Court is at your own risk. Cal Poly Pomona and University Housing Services are not liable for injuries resulting from usage of the Residential Sand Volleyball Court.
3. The Residential Sand Volleyball Court is open to all who wish to play and should not be monopolized.
4. Courts may be reserved for University Housing Services programs or events.
5. Usage of the Residential Sand Volleyball Court is a privilege. Intentional misuse or violation of posted rules may result in a policy violation and/or revocation of this privilege.

P. When operational, Fitness Express is a free service for University Housing Services residents. To activate their membership residents are required to attend an initial orientation session and must complete and turn in a liability release form.

1. University Housing Services may close Fitness Express to comply with university health & safety protocols and/or University Housing Services operational need.
2. Fitness Express is open from 8:00 a.m. – 10:00 p.m., Monday – Friday and 2:00 p.m. – 10:00 p.m. on Saturdays and Sundays. Hours may vary during finals week, holidays and campus breaks and during hiring of new staff (first week of Summer or Fall semester).
3. Residents must use the equipment in an appropriate and safe manner.
4. Residents must bring and use their access card and Cal Poly ID to enter the facility.
5. Guests are not allowed.
6. Residents are responsible for maintaining a safe and clean environment.
7. Residents are required to wipe down equipment after use.
8. Residents must bring a towel and wear appropriate athletic attire. No jeans or street shoes allowed. Shirts/tops are required at all times. No open-toed shoes are allowed.
9. No glass bottles are allowed.
10. Residents must not prop or open the doors for anyone.
11. Residents are expected to show courtesy and consideration for other members using the facility.
- 12.

Q. Bicycle Storage Rooms are available in some residential buildings.

1. Only bicycles that are registered through University Housing Services are allowed in the Bicycle Storage Room. The Bicycle Storage Room is on a first come, first serve basis, reserving of open spaces is not allowed.



2. Only University Housing Services residents and staff may use the Bicycle Storage Room. Priority will be given to University Housing Services residents.
3. If a bike is not properly registered with University Housing Services, a bike may be removed and handled as abandoned property. If the bicycle is not claimed after 45 days, University Housing Services will donate or recycle the bicycle.
4. University Housing Services is not responsible for any damages, loss and/or theft when using the bicycle storage room. University Housing Services reserves the right to alter the policy governing the use of the Bicycle Storage Room with appropriate notice.
5. Usage of the bicycle storage rooms is a privilege. Intentional misuse or violation of posted rules may result in a policy violation and/or revocation of this privilege.

#### R. Use of Housing Facilities

1. Licensees shall use their units for living purposes only. Licensees shall not use their unit or the housing facility for any commercial purposes or for-profit business.
2. Use of facilities' meeting spaces for organization meetings needs permission from the Area Coordinator.

#### S. Abandoned Property

1. University assumes no responsibility or liability for loss, damage, or destruction of personal property belonging to Licensee or his/her guests during the term of their license. Unclaimed, lost, or abandoned property – including any property left in the unit beyond the term of the license agreement - valued at or above three hundred dollars (\$300) shall be held by the campus for a period of at least three months. After such time, the property, except unclaimed cash, shall be offered at public auction to the highest bidder. Notice of such sale shall be published once at least five days prior to the sale in a newspaper of general circulation in the county in which the property is held. Auction proceeds received and any related interest earnings shall be used for scholarships and loans to students enrolled at the campus where the sale is held. The campus may dispose of any property, except cash, upon which no bid is made at any sale. Items valued under \$300 may be donated to another public institution or not-for-profit organization or otherwise disposed of.
2. Any property, including bicycles, left in the common areas and the outside surrounding areas (University Housing Services property surrounding traditional halls, residential halls, and residential suites, and residential parking lots) beyond the term of the license agreement shall be deemed abandoned, and the University may dispose of such property in accord with the above provision.
3. The Board of Trustees of the California State University, California State Polytechnic University, Pomona, and their officers, agents, and employees are hereby relieved of any and all liability for disposing of any unclaimed, lost, or abandoned property in the manners described above.

#### T. Recording Devices

1. Facilities Recording: making, attempting to make, transmitting, or attempting to transmit audio or video on Housing property for commercial or educational purposes (other than programmatic) are prohibited. Prior, written approval is required by the Director for Residence Life, or a designee. Recording programs and events must be verbally pre-approved by the Program Presenter(s).

2. Privacy Recording- Personal Facilities: Making, attempting to make, transmitting, or attempting to transmit audio or video of any person(s) on Housing property in bathrooms, showers, bedrooms, or other premises where there is an explicit expectation of privacy, without the knowledge and consent of all participants subject to such recordings, is prohibited.
3. Privacy Recording- Communication: Students are expected to respect the reasonable expectations of privacy of other individuals within the Housing community. Accordingly, students are not permitted to make or attempt to make audio or video recording of private, non-public conversations and/or meetings on University premises, without the knowledge and consent of all participants subject to such recordings. In such circumstances, the use of undisclosed hidden recording devices is prohibited, as is the transmission and/or distribution of any such recordings. This provision does not extend to the recording of public events or discussions, or to recordings made for law enforcement purposes.

#### **IV. COMPUTERS AND TECHNOLOGY ACCEPTABLE USE POLICY**

The Computers and Technology Acceptable Use Policy is a part of the Student Housing License Agreement. Acceptance and agreement to abide by the regulations listed herein is acknowledged by signature(s) on the Student Housing License Agreement. To review the full University Housing Services Technology Acceptable Use Policy visit:

<https://www.cpp.edu/housing/currentresidents/housing-information.shtml>



## University Housing Services 2020-2021 COMMUNITY GUIDELINES

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|--|---|
| I. <u>Check-In Procedures</u>          | VIII. <u>Mail Service</u>                 |
| II. <u>Check-Out Procedures</u>        | IX. <u>Parking</u>                        |
| III. <u>Dining Plan Changes</u>        | X. <u>Payment of Fees</u>                 |
| IV. <u>University Housing Services</u> | XI. <u>Revised Rates</u>                  |
| <u>Fitness Express Membership V.</u>   | XII. <u>Room Changes</u>                  |
| <u>Housing Facility Assignment</u>     | XIII. <u>Missing Student Notification</u> |
| VI. <u>Laundry Facilities</u>          | XIV. <u>Missing Persons Procedures</u>    |
| VII. <u>Lockouts</u>                   |   |

Community Guidelines section is part of the Student Housing License Agreement. Acceptance and agreement to abide by the guidelines listed herein is acknowledged through the online completion and electronic submission of the Student Housing License Agreement.

All guidelines listed here are in effect for all University Housing Services (UHS) property which includes but is not limited to the Residential Halls, the Traditional Halls, the Residential Suites, the Lyle Center for Regenerative Studies, temporary housing accommodations, University Housing Services grounds, La Cienega, Fitness Express, Residential Parking Lots, Centerpointe Dining Commons, Denny's and Vista Convenience Store, La Naranjita Center (Java the Hut) and at all University Housing Services sponsored events, including those off-campus. Residents who are believed to be in violation of one or more policies may be referred to an official of University Housing Services, the University Police, and/or other administrator from the Division of Student Affairs.

### I. Check-In Procedures

When checking into the housing community, Licensee must complete a Room Inventory Form (RIF) upon inspection of the unit. Completing the 'Room Inventory Form' at check-in avoids a Resident being charged for damages or loss that occurred prior to occupancy.

### II. Check-Out Procedures

Licensees must be pre-approved for check-outs during or at the end of the Fall Semester. Approval to check-out at the end of the License Agreement or end of Spring Semester is not required. The Licensee shall vacate the housing unit using the

following procedures as outlined by University Housing Services, which includes, but is not limited to:

- A. All personal property and trash must be removed and the unit must be cleaned prior to your specified date on your Petition to Cancel or by the terms of your Student Housing License Agreement.
- B. Obtain a Check-Out Envelope from the front desk or your Resident Advisor. Complete and sign the form on the outside of the Check-Out envelope.
- C. Place your room key and mailbox key in the envelope. Seal and drop off the envelope with a Resident Advisor or the University Housing office.
- D. Failure to properly check out of your room, as outlined above, will result in the loss of the security deposit, removal of all personal property, and possible moving and storage charges.

### **III. Dining Plan Changes**

Once the semester has commenced, changes to dining plans are restricted to increases only. To decrease a dining plan, requests are accepted at announced periods each semester, using an online form available on the resident's [Student Housing Portal](#). Changes will then be effective at the start of the next semester.

### **IV. University Housing Services Fitness Express Membership**

When operational, Fitness Express is a full body fitness facility provided to residents free of charge. It is located in La Cienega Center (Bldg. 59) and is open seven (7) days a week when school is in session and is open limited hours during finals week, breaks and summer semester. The following are the general guidelines for usage:

- A. University Housing Services may close Fitness Express to comply with university health & safety protocols and/or University Housing Services operational need.
- B. Use of Fitness Express is limited to University Housing Services residents in the Residential Halls, Traditional Halls, Residential Suites and Center for Regenerative Studies and paid Cal Poly Pomona members. Due to liability concerns, no guests are permitted to use the facility at any time.
- C. Licensees wishing to use Fitness Express must attend a mandatory introductory orientation session. This session is designed to educate users on the safe and proper use of the equipment and the policies of Fitness Express.
- D. All University Housing Services Fitness Express members must sign the Informed Consent, Waiver, and Release Form. Licensees under eighteen (18) years of age will not be permitted to use Fitness Express at any time unless a parent signs the Informed Consent, Waiver, and Release Form and may only use the facility when supervisory staff is present.
- E. Upon completion of the orientation and Waiver form, membership is activated and access to Fitness Express is added to the Licensee's Wash laundry access card.
- F. Under no circumstances should the door access card be transferred to any other person, including other University Housing Services students or guests. Students who do loan their access card will lose their privileges. G. In the event an access card is lost, a \$15 charge will be assessed.

H. Please refer to the Student Housing License Agreement for detailed description on membership policies.

## V. Housing Facility Assignments

University Housing Services will honor all housing facility preferences, if possible, but reserves the right to change unit assignments in the interest of disabled student needs, health issues, discipline, student conduct, building closures, and general welfare of the Licensees or at the administrative necessity of the University.

## VI. Laundry Facility

Washers and dryers are provided throughout the housing portfolio for the use of the Licensees. Use of washers and dryers requires a per cycle charge for each machine. Malfunctioning machines should be reported immediately to Wash Services, Inc., at (800) 342-5932 for repair. It is the responsibility of the Licensee to abide by all rules posted in the laundry room.

## VII. 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 University Housing Services in Building 74 during regular business hours. For after-hour and weekend lockouts, call or contact the on-duty Resident Advisor. Charges may be assessed and/or conduct action may be initiated for repeated lockouts. Refer to [Policies & Regulations, Section on Keys](#) for further details.

## VIII. Mail Service

University Housing Services will provide mail delivery service, except Saturdays, Sundays, breaks, and holidays. To avoid delays or other issues with mail delivery, do not include the building name as part of your address.

For proper delivery of mail, have all mail and packages addressed to you using the following format based on the specific building in which you live, but do not include the building name:

### Alamitos Hall

[Licensee's Name]  
22 University Drive, Room #  
Pomona, CA 91768-2257

### Vista Bonita

[Licensee's Name]  
60 Kellogg Drive, Suite #  
Pomona, Ca 91768-2257

### Vista De Las Estrellas

[Licensee's Name]  
54 Kellogg Drive, Suite #  
Pomona, CA 91768-2257

### Aliso Hall

[Licensee's Name]  
23 University Drive, Room #  
Pomona, CA 91768-2257

### Vista Del Sol

[Licensee's Name]  
61 Kellogg Drive, Suite #  
Pomona, CA 91768-2257

### Center for Regenerative Studies

[Licensee's Name]  
4105 West Temple Ave. Room #  
Pomona, CA 91768-2257

### Encinitas Hall

[Licensee's Name]  
20 University Drive, Room #  
Pomona, CA 91768-2257

### Vista De La Luna

[Licensee's Name]  
63 Kellogg Drive, Suite #  
Pomona, CA 91768-2257

### Sicomoro Hall

[Licensee's Name]  
73 Kellogg Drive, Room #  
Pomona, CA 91768-2257

Montecito Hall

[Licensee's Name]  
21 University Drive, Room #  
Pomona, CA 91768-2257

Vista De Las Montanas

[Licensee's Name]  
62 Kellogg Drive, Suite #  
Pomona, CA 91768-2257

[Licensee's Name]

74 Kellogg Drive, Suite #  
Pomona, CA 91768-2257

Secoya Hall

- A. Mail or packages for Suites residents that require a signature from the carrier, such as FEDEX, UPS or Certified Mail by United State Postal Services, are received by the University Housing Services offices located in Building 74. All mail for the Traditional Halls residents are received by University Housing office located in Building 59. Residents must present a picture ID to retrieve deliveries.
- B. Upon proper check-out from the Residential Community, it is the responsibility of the Licensee to file a Change of Address form. All magazines and publications must be contacted directly, as they are not forwarded. Keep in mind that it takes 4-6 weeks to take effect. All subsequent mail will be returned to sender.
- a) **For residents in the Residential Halls, Traditional Halls or Residential Suites**, the Change of Address form must be filed with the campus Distribution Services Department. Forms are available and can be turned in at the Housing Office located in Building 59 and Building 74, or in person to Distribution Services located in Building 98, B1-258. Any issues with mail services should be directed to Distribution Services at (909) 869-3349.
- b) **For residents living at the Center for Regenerative Studies**, the Change of Address Form must be filed with the U.S. Postal Service. All service and complaints must be handled with the U.S. Postal Service, 580 W. Monterey, Pomona, CA 91766-9998, (909) 623-4476.
- C. Residents may send mail and packages as follows:
- a) **Letters:** sealed and stamped may be dropped off at either of the Housing offices (Building 74 or 59) during open business hours.
- b) **Packages:** FEDEX, UPS, or USPS packages that have shipping labels provided by the carrier (call tag) may be dropped off at either of the Housing offices (Building 74 or 59) during open business hours. These packages cannot be accepted at other residential buildings.
- D. University Housing Services is not held responsible for letters or packages that are delivered damaged or open.
- a) **If damaged**, call the courier to report damage or missing items.
- b) Take a picture of the package.
- c) Note the tracking #, day of delivery, company that shipped the item, value of item and produce a receipt for item.
- d) Contact the company that sent the item to report issues.
- e) Contact information to report problems:

1-800-GOFEDEX  
1-800-PICKUPS  
1-800-ASKUSPS  
Campus Distribution Services (909) 869-3349 for USPS mail and packages.

## IX. Parking

### A. Guidelines and Regulations

- a) 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. Traffic regulations have been established for the safety of the community and are as follows:
    - i. Parking with valid university parking permits only. Parking Lot F-2, P and Lot Q are reserved for Residential students. ii. University parking permit along with a Residential parking sticker are required to park in Residential in Lot F-2, P and Lot Q.
    - iii. Students are responsible for requesting a Residential parking sticker through the University Housing Services Housing office (Building 59 & 74). Failure to obtain and display the sticker and permit, may result in a parking citation.
    - iv. 10 miles per hour speed limit. v. Head in parking only.
      - vi. No parking in red, blue, white, or yellow and orange curbed areas.
      - vii. No parking as allowed in yellow-curbed spots or those reserved for University Housing staff. Violations of these traffic regulations can result in parking privileges being suspended, revoked and/or parking citations being issued. Abandoned or illegally parked vehicles may be removed and stored at the owner's expense.
  - b) No vehicle repair will be done in the parking areas except with permission of University Housing Services in designated areas.
- B. Parking stickers for parking within the housing facility parking lots are the property of the University and may be recalled by the University for any of the following reasons, but not limited to:
- a) When the purpose for the sticker changes or no longer exists.
  - b) When a parking sticker is used by and/or on an unregistered motor vehicle or by unauthorized person(s).
  - c) Falsification of parking permit application.
  - d) Non-payment of parking fees and/or fines to the University.
  - e) Failure to register University parking permit with office each semester.
  - f) Counterfeiting or altering of permits and/or stickers.
  - g) Failure to comply with the final judgment of the Cal Poly Pomona Police and/or the management.
  - h) Student is no longer a resident living on campus

### C. Registration of Motor Vehicles

- a) All Licensees who possess a motor vehicle and wish to park in reserved housing parking lots must register their vehicle to avoid citation by the Department of Public Safety. Registration is required because the parking lots are state property and subject to University parking fees and regulations. After registration of the vehicle, the Licensee will be issued a parking decal.

- D. Due to limited parking space, each Licensee is restricted to one University permit parking space and one resident parking Sticker.
- E. Residents are not allowed to transfer their issued resident parking sticker to a non-resident. Any student that provides falsified permit information to the University Housing Services office, will be reported to Parking & Transportation Services and/or Student Conduct and Integrity.

## X. Payment of Fees

The resident is responsible for payment of fees for the period of the License Agreement. Fees must be paid by the payment due dates as specified in the Cost Table, which is posted on the University Housing Website. Payments may be made online through BroncoDirect. Students should carefully read the Cost Table Overview.

- A. The initial payment to secure housing must be made after completion of the Student Housing Application. Payment instruction will be provided after the application has been submitted.
- B. Subsequent payments may be made online through BroncoDirect, or at the Cashier's Office in the Student Services Building (SSB, Building 121).
- C. All payments made after the due date are subject to a \$50 administrative late charge, a hold on the Licensee's Meal Plan and/or registration.
- D. If the student is assigned to a space after the License Agreement begins, the student shall be charged a prorated fee for the balance of the agreement.

**Please note: it is the responsibility of the licensee to be aware of the payment due dates. Licensee will *not* receive a bill in the mail from university housing services. For online access to your account status, visit your [BroncoDirect](#).**

## XI. Revised Rates

The University reserves the right to revise rates upon thirty (30) days written notice.

## XII. Room Changes

Requests to change from one unit to another may be made using an online request form available through the resident's [Housing Portal](#). Residents will be notified of approval and the date by which the transfer must take place, usually toward the end of each semester. To request a mid-semester change, residents must consult with their RA or Area Coordinator. Unauthorized room changes are considered a violation of policy (improper room transfer). Please refer to the Student Housing License Agreement, Policies and Regulations, under Facilities and Operations, Section H-1.

## XIII. Missing Student Notification

All Licensees are required to provide a Missing Person Contact on their Student Housing License Agreement.

In compliance with the Higher Education Opportunity Act (HEOA), Cal Poly Pomona has established policies and procedures for missing student notification.



If a member of the University community has reason to believe that a student who resides in on-campus housing is missing, he or she should immediately notify the University Police Department at

(909) 869-3070. A report should also be made to your Resident Advisor, Area Coordinator, or University Housing Services Staff. University Police will initiate an investigation and where appropriate involve local law enforcement.

University Police, in conjunction with University Housing Services staff, will activate established missing student procedures. It is important to note that a report of a missing person may be made at any time; there is no required wait time or length of time since last contact.

#### Resident's Rights and Responsibilities regarding Missing Student Notification

In addition to registering an emergency contact, students residing in on-campus housing have the option to identify a confidential contact person to be notified in the event the student is reported to be missing.

- A. A resident's confidential contact information will be accessible only by authorized campus officials and law enforcement officers in furtherance of a missing person investigation.
- B. Even if a resident elects not to register a contact person, the University Police and local law enforcement will be notified that the student is missing.
- C. If the resident is under 18 years of age and not emancipated, their parent or guardian will be notified.
- D. All official missing student reports will be referred immediately to University Police.

#### **XIV. Missing Persons Procedures**

The University will follow specific procedures when a student who resides in an oncampus student housing facility is determined to be missing. Although the HEOA requires that procedures be implemented for students who have been missing for 24 hours, the following procedures are activated immediately or as soon as circumstances warrant.

- A. A resident is reported missing to the University Police. If the report is made to a member of University Housing Services Staff Resident Advisor, Area Coordinator, University Housing Services Office, University Police is contacted immediately.
- B. University Police will contact the local law enforcement agency to take the report and initiate a joint investigation.
- C. Residence Life Team will provide registered missing persons contact person information to University Police.
- D. Contacts are made for purposes of notification, and often as a part of the investigation (e.g. to ensure the student has not returned home, or traveled unexpectedly).
- E. Residence Life Team will assist University Police with their investigation of the missing person.