

NORTH COMMONS

LICENSE AGREEMENT 2023-2024

Licensee (Student) Information:			
Licensee (Student) Name: «Primary_First_Name» «Primary_Last_Name»	Birth Date: «Primary_Birthdate»	Phone Number: «Primary_Cell_Phone»	
<i>I have read the Resident Handbook online. (Handbook available online at www.csusm.edu/housing) Resident initial: <u>«E1 Init»</u></i>			

This License Agreement (“License”) gives Licensee the right to occupy bed space in the Premises only and is terminable by Licensors as specified in this License. This is not a lease or other interest in real property.

This License is made by and between North Commons (“Owner” or “Licensor”) and the applicant providing information on page one (“Licensee” or “Resident” or “you”) for occupancy in a bed space in North Commons, a residential student housing apartment community (“Residential Facility”) adjacent to California State University San Marcos (the “University”), and through full execution hereof the parties agree as follows:

OWNER’S AGENT. Owner has hired Capstone On-Campus Management, LLC (“Agent”) as its property manager to conduct and handle all business for the Residential Facility. This includes addressing select Licensee issues, establishing and enforcing certain policies and procedures, and collection of License Fees. Agent will handle all matters regarding issues, policies and procedures outlined in the Owner’s policies for University housing (“University Housing Policies”). Note that when the term “Owner” is referenced herein, Agent is authorized to act on the Owner’s behalf.

NOTICE: 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.

WITNESSETH: That for and in consideration of the mutual promises, covenants and conditions hereinafter set forth, Licensor and Licensee agree as follows:

- LICENSE AND FEE PERIODS; OCCUPANCY.** Licensor does hereby license to Licensee, and Licensee does hereby license from Licensor, the premises described as a furnished space at North Commons (the “Apartment” or “Premises”) located at **190 E. Barham Drive, San Marcos, California 92078** (the “Property”), to be used and occupied by Licensee for residential purposes only. The License will extend for the entire academic year, comprising two (2) semesters (“Fee Periods”), except for new Licenses beginning in the spring semester. Licensee will retain access and the right to occupy Licensee’s assigned space as further specified below.
 - Fall Semester 2023 Fee Period:** The Fee Period for fall 2023 begins Friday, August 25, 2023, and runs through 12 pm, Sunday, December 18, 2023. The right of access and occupancy for Licensees residing on campus for fall semester only and who are not assigned to live on campus in spring semester ends concurrent with the end of the fall fee period.
 - Spring Semester 2024 Fee Period:** The Fee Period for spring 2024 begins Saturday, January 20, 2024, and runs through 12 pm, Friday, May 17, 2024. Spring semester graduates who are participating in commencement proceedings may remain in housing until 24 hours after their commencement ceremony.
 - Winter and Spring Breaks.** Licensee will retain access to Licensee’s assigned space throughout the Fee Period, including all holidays as well as Winter and Spring Breaks at no additional cost. Note that many customary services will be limited or not available during these breaks. Limited services may include dining, front desk, and mail services. Licensee is encouraged to take their valuable items with them during the Winter Break.
 - Summer 2024 Housing: This License does not cover the summer housing.** Licensees who intend to stay in housing and attend summer classes must complete a separate application during spring semester and be approved for summer housing. Summer residents will be assigned housing spaces by CSUSM Housing and, in most if not all cases, will need to relocate to an alternate space during the summer housing.
- LICENSE FEE.** Licensee agrees to pay Licensor via Licensee’s California State University San Marcos – MyCSUSM account, or at such other place as Licensor may from time to time designate in writing, total License fee for the Premises, payable in United States currency, in advance, without demand or set off. The academic year License Fee will be split and billed in two equal charges to be paid through the Licensee’s account, one charge being billed in fall semester fee period and one charge being billed in the spring semester fee period. Spring only Licensees will be billed one half (½) of the full academic year License Fee.

Resident initial: «E1 Init»

Total License fee shall be paid: based on CSUSM Student Financial Services schedule of payments on licensee MYCSUSM account. Licensee agrees to comply with the payment schedule. Late fees will be assessed for payments received after the specified due dates.

EIGHT (8) EQUAL installments (each payment equaling 1/8 of the total license fee) are payable to Student Financial Services directly. Please note that these are not monthly rental installments; this is a license agreement for a fixed amount.

Fixed License fee by bed type:

Bed Type	Standard Single (N/A)	Premium Deluxe Double	Deluxe Double	Double	Deluxe Triple	Triple
2023/24 North Commons Academic Year Rate	N/A	\$11,72	\$10,920	\$9,944	\$9,480	\$9,288
2023/24 North Commons per Semester Term Rate (Fall/Spring)	<i>Fall 2023: N/A Spring 2024: N/A</i>	<i>Fall 2023: \$5,860 Spring 2024: \$5,860</i>	<i>Fall 2023: \$5,460 Spring 2024: \$5,460</i>	<i>Fall 2023: \$4,972 Spring 2024: \$4,972</i>	<i>Fall 2023: \$4,740 Spring 2024: \$4,740</i>	<i>Fall 2023: \$4,644 Spring 2024: \$4,644</i>

Bed Type Selected: «Unit Type Held» Licensee initial: «E1 Init»

An initial nonrefundable application fee in the amount of \$50 ("Application Fee"), representing the application fee, is due when submitting the application. A \$250 "Licensing Fee", representing the set up fee, is due for the execution of this License by Licensee once offered a bed space from Licensor. These fees are required to process your application and is part of the cost of the license, in addition to the License Fee. The Application fee and Licensing Fee are not a deposit and are not refundable, even if you cancel. After paying the Application Fee and Licensing Fee, Licensee may pay the remaining total License Fee by the payment schedule listed above. An installment payment program does not modify Licensee's obligation to pay the entire amount of the License Fee. There shall be no proration of License fee for any month covered under the term of this License Agreement. In the event of Cancellation or Termination under Section 52, the Application Fee and Licensing Fee will not be refunded or applied to the Termination Fee.

It is the Licensee's responsibility to be mindful and act upon this payment schedule found on Licensee's MYCSUSM account

Licensee initial: «E1 Init»

3. **OTHER CONDITIONS.** IN ADDITION TO THE PROVISIONS SET FORTH ABOVE, LICENSOR AND LICENSEE AGREE THAT ALL OF THE TERMS AND PROVISIONS SET FORTH IN THE DOCUMENTS ATTACHED HERETO ENTITLED ADDITIONAL LICENSE AGREEMENT PROVISIONS (**Billing & Payments, Terms & Conditions, Property, Termination, and Rules and Regulations**) ARE BY THIS REFERENCE INCORPORATED HEREIN.
4. **MEAL PLANS.** AS A CONDITION OF LIVING IN NORTH COMMONS, LICENSEE WILL BE REQUIRED TO ENROLL IN AN ELIGIBLE UNIVERSITY HOUSING MEAL PLAN. Licensee hereby agrees to be responsible for charges incurred in connection with the required meal plan and agrees to the terms and conditions set forth in the Student Dining Meal Plan Contract found at <https://www.csusm.edu/dining/mealplans/mealplancontract.pdf>, which is herein incorporated by reference. Eligible Meal Plan options for North Commons residents are the Tukwut Plan, the Cougar Blue Plan, or the Paw Plan. The cost for such meal plans will be paid through the Licensee's California State University San Marcos - MyCSUSM account at the rate set by the University. Meal plan charges can be found on Licensee's MyCSUSM account, once enrolled. The eligible meal plan charge for the 2023-2024 academic year is \$4,996 total (which will be split and billed as a charge of \$2,498 per semester). Licensees moving in after the first day of classes will have a prorated meal plan amount which can be requested by emailing dining@csusm.edu. Licensee is responsible for enrolling in an eligible meal plan for the duration of the academic year set forth in this agreement. Licensee agrees and understands that the CSUSM Housing "License Fee" is a separate payment and does not include the cost of the meal plan. Licensees must select their meal plan prior to move-in day. If meal plans are not chosen by move-in, the student will experience delays in the move-in process. Cancellation of this License does not cancel the meal plan and shall not release Licensee from the obligation to pay any charges due and payable for a meal plan. Meal plan cancellations are subject to the terms and conditions of the meal plan contract. Meal Plan Cancellations must be done by emailing dining@csusm.edu Cancellation terms and conditions

are set forth in the Student Dining Meal Plan Contract found at <https://www.csusm.edu/dining/mealplans/mealplancontract.pdf>.

Licensee initial: «E1 Init»

ADDITIONAL LICENSEE LICENSE AGREEMENT PROVISIONS: BILLING AND PAYMENTS

5. **LATE FEE.** Late fees will be determined and applied per policies set forth by California State University San Marcos.
6. **APPLICATION OF PAYMENTS.** Payments received by Licensor from Licensee shall be applied to Licensee's account in the following manner: first to satisfy unpaid fees; second to unpaid tuition; third to unpaid Housing fees. Application of payments within these categories will be determined and applied based on policies set forth by California State University San Marcos. Please note that changes in financial aid that result in a reduction in the amount paid on Licensee's CSUSM account may result in payments being reapplied to fees and/or tuition, resulting in an unpaid balance for housing for which additional payments will be required.
7. **ADDITIONAL FEES.** Additional Fees outside of the License Fee, including but not limited to lockout fees, lost key fees, transfer fees, damage fees, and any other charges may be collected directly by the Licensor.
8. **TRANSFER FEES.** If Licensee is transferred to other accommodations at Licensee's request prior to Licensee moving in, Licensor may charge Licensee a transfer fee in an amount not to exceed **\$200.00** as a condition to such transfer. **If Licensee requests to be relocated after moving in and Licensor can accommodate the request, a \$200.00 relocation fee will be paid in advance.** If Licensee requests to transfer to a space which carries a difference in rate than that of this License, Licensee will pay the difference in cost on a prorated basis as a condition to such transfer. Licensor ability to transfer is based on availability of space and is not guaranteed.
9. **ATTORNEYS' FEES; INTEREST.** If Licensor institutes any legal proceedings against Licensee or Guarantor for breach of any provision contained herein, and prevails in such action, Licensee shall be liable for the costs and expenses of such action incurred by Licensor, including Licensor's reasonable attorneys' fees and reasonable expert witnesses' fees, if any, in addition to any amounts awarded to Licensor in such action. If any amount due under this License from Licensee is not paid within five (5) days after the due date, such amount shall accrue interest from the due date until paid in full at the maximum rate permitted by law. Such interest is in addition to any late charges or other amounts payable on account of such delinquency in payment.
10. **TREATMENT OF INDEBTEDNESS.** Failure of Licensee to satisfy financial obligations of this License Agreement shall subject Licensee to one or more of the following:
 - A. Late Fee(s) as outlined in section 5 above.
 - B. Revocation of the License Agreement as outlined below.
 - C. Removal from North Commons.
 - D. Placement of a University-wide "HOLD" on all class registration, and financial aid release.
 - E. Not being allowed to renew License agreement for any future License periods.
 - F. Interest accruing on the unpaid amounts as outlined in Section 9.
 - G. Payment of attorneys' fees as outlined in Section 9.
 - H. By signing this License Agreement, Licensee consents to the release of information, including but not limited to phone number, address, and full legal name to non-CSUSM third parties, such as credit bureaus, credit gathering organizations, skip tracers, billing agencies, legal counsel, parents, and employees who may, in the judgment of Licensee and to the fullest extent of the law, be necessary or helpful in the collection of delinquent obligations arising out of this agreement.
 - I. By signing this License Agreement, Licensee gives permission to **North Commons** and its Agent to use any legal means necessary to collect payments due.

ADDITIONAL LICENSEE LICENSE AGREEMENT PROVISIONS: TERMS AND CONDITIONS

11. **BREACH OF LICENSE; TERMINATION BY LICENSOR.** To the fullest extent provided by California law and also as set forth more fully in Section 38, if Licensee is in breach of any term or condition of this License, including without limitation delinquency in the due and punctual payment of any License fee or other payment required hereunder, or is in Default under Section 38, Licensor may, in addition to any other remedy granted or secured to Licensor by this License or by law, do any of the following: (i) collect any charge imposed by this Agreement; (ii) sue to collect past due License fee and any other damages incurred because of your violation of this Agreement; (iii) terminate your right to occupy the Premises and institute an action for eviction, but not terminate this agreement or end your monetary obligation for the Premises; (iv) sue to collect any and all unpaid fees or other sums which would become due until the end of the Term; (v) report all violations to credit reporting agencies; and (vi) do any combination of (i)

through (v), above.

The exercise of any remedy by Licensor should not be taken to exclude or waive the right to exercise any other right or remedy which Licensor might have. Even if Licensor accepts fees or other sums due from Licensee after Licensee is given notice to vacate the Premises and leave the Property or an eviction suit is filed against Licensee, such acceptance of fees does not waive or diminish Licensor's continuing rights of eviction or any other contractual or statutory right unless Licensor specifically agrees to it in writing.

Given the unique nature of the license as student housing, termination of this License by Licensor shall not affect Licensee's obligation to pay any outstanding installments of the License Fee. No refunds of any License Fee shall be made in the event of termination of this License by Licensor due to breach of the License by Licensee.

In addition, Licensor has the right, but not the obligation, to terminate this License due to disciplinary actions taken against the Licensee pursuant to Section 41301-41304 of Article 2, Subchapter 4 of Chapter 1 Title 5 of the California Code of Regulations, due to administrative necessity of the campus, due to Licensee's failure to maintain status as a student other than pursuant to discipline. If Licensor elects to terminate this License for one of the foregoing reasons, payment of the License Fee shall be controlled by 5 Cal. Code Reg. §42019.

Licensor also maintains special termination rights pursuant to Section 22.

- 12. NON-LIABILITY OF LICENSOR.** Licensee agrees that Licensor, its officers, agents and employees, shall not be liable in any manner for any loss, injury or damage to Licensee, their agents, guests, and licensees, including but not limited to, acts of theft, burglary, vandalism and assault. Licensee assumes all risk of loss or damage of Licensee's property within the Property, which may be caused by water leakage, fire, windstorm, explosion, earthquake, or other cause, or by the act of omission of any other Licensee in the Property. Licensor is not responsible for, and does not guarantee, the safety of Licensee, Licensee's guests, Licensee's family, employees, and agents. Any patrol service that may be provided is solely for the protection of Licensor's property. Licensee agrees to and hereby does indemnify and hold harmless Licensor, its officers, members, managers, agents and employees from and against any and all claims for injury, loss, or damage to person or property, regardless of cause, arising out of or resulting from damage, injury or loss alleged to have been sustained by Licensee; without in any way limiting or restricting the generality of the above, Licensor shall not be liable for any claims arising from acts of theft, burglary, vandalism, assault and other criminal activity committed on the Property. For the purposes of this paragraph, Licensor shall include the State of California, the Trustees of the California State University, California State University San Marcos, **North Commons**, and Capstone On-Campus Management and their respective officers, members, managers, agents and employees. Licensee is advised to maintain adequate fire, casualty and liability insurance to insure against the risks described above. Insurance coverage maintained by Licensor does not protect Licensee from loss of personal property by theft, fire, water damage, or any other cause. Licensee is advised to obtain a policy of Renters Insurance protecting household goods and personal property, including appropriate vehicular coverage. Nothing herein limits or eliminates the obligation of the Licensor to exercise a duty of care to prevent personal injury or personal property damage where that duty is imposed by law.
- 13. COVID-19 RISK AND ADDITIONAL TERMS.** The risk of the transmission of COVID-19 and other communicable diseases may increase in a residential setting or other group living situations, simply because people are more likely to be living in close proximity and sharing communal spaces. These risks cannot be eliminated but can be mitigated by practicing good prevention behaviors such as frequently washing your hands with soap and water, refraining from touching your face before sanitizing your hands, utilizing Personal Protective Equipment (PPE), and social distancing. Only use the bathroom that is located on the side of the apartment where your assigned bedroom is located.

Licensee initial: «E1 Init»

- 14. ENTIRE AGREEMENT.** It is expressly understood and agreed that this License (including the incorporated documents such as the Rules and Regulations, Resident Handbook and any signed addenda) contains the entire agreement between the parties hereto and that Licensor is not and shall not be bound by any representations, agreements, or promises, oral or written, not contained in this License. This License may not be modified orally and may only be modified by a writing signed by Licensor and Licensee.
- 15. FORCE MAJEURE.** If the Owner/Agent and/or University's performance hereunder is materially hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, flood, casualty, lockout, act(s) of God, riots, terrorism, strikes, labor difficulties, epidemics, pandemics, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency, and/or any other cause or event, similar or dissimilar, beyond the Agent's control, then the Owner/Agent shall be excused from performance of this License and will not have any liability in connection therewith.

16. **RIGHT OF REFUSAL.** Until Licensor has executed this License, Licensor shall have the right to refuse acceptance of Licensee for any reason whatsoever; provided, however, such refusal shall not be based on Licensee's race, color, religion, sex, familial status, handicap, national origin, or any other reason prohibited by law. In the event of a refusal, Licensor shall refund to Licensee, if applicable, the Application Fee, Licensing Fee and any prepaid License fee.
17. **HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT.** Licensee agrees that Licensor does not promise, warrant or guarantee the safety and security of Licensee, Licensee's guests or Licensee's personal property against the criminal actions of other Licensees or third parties. Furthermore, Licensor shall not be liable for any damage or injury to Licensee, Licensee's guests or Licensee's personal property or to any person entering the Premises or the Property, for injury to person or property arising from theft, vandalism or casualty occurring in the Premises or the Property. Use of all amenities provided, including but not limited to swimming pools, grills, fire pits, and athletic equipment, are used at the Licensee's own risk.

Licensee agrees to indemnify, defend and hold harmless the State of **California**, Trustees of the California State University, California State University San Marcos, Licensor, Licensor's Authorized Agent, and each of their respective officers, directors, employees and agents from all claims, costs, and expenses of every nature (including without limitation the costs and fees of litigation, which includes attorneys' fees, costs and reasonable expert witnesses' fees) arising out of or in connection with the Agreement, or the Licensee or its invitees' use of the Property.

Licensee has the responsibility to protect him or herself and to maintain appropriate insurance to protect his or her belongings. It is a fact that no security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices can guarantee protection against crime. As to any and all security measures taken at the Property, you may not rely for your personal safety upon any measures the Licensor may take to secure the buildings. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Further, repairs to such devices cannot always be completed immediately. Therefore, Licensee should always proceed on the assumption no security systems exist. Licensee acknowledges they have read, understood and agrees with the above notice. Licensee has received no representations or warranties, either expressed or implied, as to the overall safety of the Property and/or any security system on the Property. Licensor has not in any way stated or implied to Licensee that security of person or property is provided, promised or guaranteed or that the Property was or will be free from crime.

18. **GOVERNMENTAL AND UNIVERSITY GUIDELINES.** Licensee agrees, when on the Premises, to follow all federal (including the CDC), state, and local guidelines and recommendations regarding social distancing, hygiene and the use of face masks/coverings, vaccinations and testing as well as all University and community specific guidelines and requirements regarding the same. In accordance with Section 15, and due to potential safety risks and increasing COVID-19 cases, and guidance from San Diego County, residents may be limited on the date of return from breaks and/or may be required to shelter in place. These guidelines are subject to change. Licensor will communicate any changes via email or physical notices to Licensee. Guidelines from different entities may conflict—Licensee should adhere to those guidelines provided by Licensor.
19. **LICENSOR'S REQUIREMENTS.** Licensee agrees to follow all of Licensor's guidelines and requirements regarding the use and maintenance of the Premises (including Licensee's Bedroom, Suite, and Common Areas), including, without limitation, performing additional sanitation and hygiene measures, maintaining social distancing requirements, meeting face mask/covering and testing requirements, abiding by limitations on gatherings, maintenance and use of elevators, maintenance and use of Common Areas, maintenance and use of shared equipment, and access to the Premises.
20. **NOTICE TO LICENSOR.** Licensee hereby agrees to notify Licensor in writing within 24 hours or sooner in the event that Licensee or any guest of Licensee that is or was present in the Premises is diagnosed with COVID-19, subject to applicable privacy laws. This information will be kept confidential.
21. **WAIVER.** Licensee waives, for Licensee and Licensee's executors, administrators, heirs and assigns, any and all rights and claims which Licensee, individually or jointly, may have or which may hereafter arise against Licensor, Owner, University, and any of Licensor's, Owner's, and/or University's members, directors, officers, employees, contractors, agents, successors and assigns, for damages, losses, demands and any other actions related to the COVID-19 pandemic, including but not limited to any and all injuries, damages or illnesses suffered by Licensee, which may, directly, indirectly or in any way whatsoever, arise out of, be proximately caused by, related to or connected with Licensee's use of or presence in the Premises.
22. **EARLY TERMINATION.** Licensee acknowledges that Licensor may be required to terminate this License Agreement prior to the License Expiration Date pursuant to federal, state, local or University mandate. Licensee agrees that, in the event that the License Agreement is terminated prior to the License Expiration Date, the provisions of the License Agreement (including any new guidelines provided to Licensee related to required move out procedures and timelines) will apply in full force and effect, including financial obligations per terms of the License.
23. **GENERAL:** Except for special provisions noted above, Licensor's representative has no authority to modify this License except in writing. All other terms and conditions of the License shall remain in full force and effect unless expressly modified herein.

Licensee initial: «E1 Init»

- 24. NOTIFICATION OF GUARANTOR.** The Licensor reserves the right to contact the Guarantor upon revocation of this License Agreement or when events or circumstances which jeopardize this license occur. Licensee expressly authorizes and consents to Licensor's right to contact the Guarantor and to provide information regarding the status of the license and any specific facts or information which indicate that the license may be in jeopardy of termination, including information about Licensee's academic enrollment and conduct or behavior. Licensee waives any rights and/or remedies it may have against Licensor as a result of Licensor directly contacting Guarantor for this purpose.
- 25. ASSIGNMENT.** Licensee shall not assign this License nor Sub-License the whole or any part of the Premises without the prior written consent of Licensor as provided in Section 26. Any purported assignment or Sub-License by Licensee shall be null and void, shall not confer any rights upon any third party, and shall constitute a default of Licensee under this License.
- 26. ASSIGNMENT AND SUB-LICENSEE.** With the express written consent of Licensor, a Sub-License shall not be unreasonably withheld if the proposed Sub-Licensee is a full-time student at California State University San Marcos, has not already applied for housing with North Commons, and meets the requirements of moving into the same Licensed space. It is the sole responsibility of Licensee to find a person to assign the license, and Licensor is not obligated to assist Licensee in finding a potential assignee or to fill Licensee's bed space before filling other bed spaces in the Premises. A \$50.00 Application Fee and a \$250.00 Licensing fee are required to execute the sub-license prior to taking possession and being assigned to the Apartment.
- 27. PLACEMENT AND RELOCATION.** Licensor reserves the right, in its sole discretion, upon **three days** advance written notice to relocate you to another apartment unit or another bed type in CSUSM Housing (including North Commons, QUAD and University Village) for any reason. If Licensor elects to move you to a different unit or community, you will be placed in a similar accommodation at the same License Rate set forth in this Agreement, if applicable. In an emergency, Licensor may relocate you with less than **three days'** notice or to space outside of Housing, including but not limited to hotels, emergency shelters, off-campus apartments, or other forms of permanent or temporary housing.
- The Licensor reserves the right, when any bed space within the Apartment is unoccupied, to place a new licensee in the unoccupied bed space unless the Licensee and all other licensees in the Apartment agree to pay the rent due for such unoccupied space. A roommate or licensee conflict will not be grounds to terminate the License Agreement.
- 28. VARIABILITY OF ROOMS.** The Licensee understands that any space shown on Licensor's web site, during a property tour, and on any publicity, materials is solely as an example of space. Licensee further understands that each apartment is different, and Licensor cannot guarantee type of furnishing, layout, size of space, or any other amenities provided other than those provided to all students per this License.
- 29. SEVERABILITY.** The invalidity of any provision of this License or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this License shall be valid and enforceable to the fullest extent permitted by law.
- 30. RULES AND REGULATIONS.** Licensee agrees to comply with all rules and regulations of Licensor and University with respect to North Commons stated in the Resident Handbook. A copy of the Resident Handbook is available online at <https://www.csusm.edu/housing/documents/residenthandbook.pdf> and is incorporated by reference into this License and expressly made a part thereof. Any reasonable alterations, additions, and modifications to the Resident Handbook may be implemented from time to time by Licensor and shall likewise be considered a part of this License with the same force and effect as though written herein.
- 31. GOVERNING LAW.** This License is governed by and construed according to the laws of the State of **California**. If any of the terms or conditions hereof conflict with any such law, then such terms or conditions shall be deemed inoperative and null and void insofar as they may be in conflict therewith and shall be deemed modified and amended to conform to such law.
- 32. CONDITIONS PRECEDENT.** Licensee agrees that complete and timely payment by Licensee to Licensor of each installment License fee payment, as set forth above, is and shall be a condition precedent to Licensee's rights, including right of use and occupancy at the beginning of the term, under this License, and that Licensee's failure to make such payments in a complete and timely manner shall constitute a breach of such condition precedent which entitles Licensor, at its election, to terminate Licensee's rights under this License, including right of use and occupancy, and to License the space reserved for Licensee to other persons, and to retain the partial payments made by Licensee.
- 33. GENDER.** Words used in this License in the masculine gender include the feminine and neuter.
- 34. HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience and shall not be deemed to be a part of the License terms.
- 35. CONSENT TO JURISDICTION.** Licensee consents to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within **San Diego** County in the State of **California**.

- 36. TIME OF ESSENCE.** Time is of the essence of this License and of each and every term and condition herein contained.
- 37. WAIVER.** The failure of Licensor to insist upon a strict performance of any term or condition of this License or to exercise any right herein conferred in any one or more instances shall not be deemed a waiver or relinquishment of any right or remedy that Licensor may have and shall not be deemed a waiver of any subsequent breach of such term or condition. No term or condition of this License may be waived orally and a waiver by Licensor shall be effective only if it is in writing signed by Licensor.
- 38. DEFAULT.** In the event Licensee is in default under this License, Licensor shall have the right to terminate this License under Section 11 and Licensee shall peacefully surrender the Premises to Licensor. Licensor may repossess the Premises by summary proceedings, ejectment, or other lawful procedures, and may dispossess Licensee and remove Licensee and Licensee's property therefrom without being liable for any damages, therefore. No repossession and/or dispossession of the Premises shall constitute a termination of this License, unless Licensor also gives written notice of termination to Licensee. No such termination of this License by Licensor shall relieve Licensee of Licensee's liability and obligations under this License, and such liability and obligation shall survive any such termination. In the event of any termination contemplated herein, in addition to any damages with respect to the condition of the Premises, Licensee shall be liable to Licensor for the payment of one hundred percent of the total License fee set forth on page one. Licensee understands and agrees that licensing of the Property by Licensor is completely dependent upon academic enrollment and that, if Licensee defaults under this License or under the Meal Plan, Licensor will be unlikely to re-let the Premises before the expiration date stated in the terms and description. The election by Licensor not to exercise its right to terminate this License upon Licensee's default does not constitute a waiver of Licensor's right to terminate this License upon any subsequent default by Licensee. All unlawful detainer costs shall be paid by Licensee. Default on the part of Licensee shall include, but is not limited to, the following:
- (A) Delinquency in the due and punctual payment of any License fee or other payment required hereunder.
 - (B) Maintaining a nuisance within the Premises.
 - (C) Disorderly or illegal behavior on the part of Licensee or Licensee's guests.
 - (D) Keeping any handguns, firearms or weapons of any type, or any explosive, flammable, or any extra hazardous substances, or any article or thing of a dangerous nature on the Premises or Property.
 - (E) Misuse of alcoholic beverages or the illegal manufacture, sale, possession, or use of narcotics, marijuana, hypnotics, stimulants, hallucinogens, or other similar known harmful or habit-forming drugs and/or chemicals within Premises or Property by Licensee or Licensee guests (whether or not Licensor can establish possession).
 - (F) Inability or refusal on the part of Licensee to adjust to the concept and requirements of living in a student residence environment.
 - (G) Violation of any of the Rules and Regulations governing the Property, by Licensee or guest whether now in existence or as they may be amended in the future.
 - (H) Incorrect, misleading or untrue, or incomplete representations contained in Licensee's application for rental.
 - (I) Violation of any of California State University San Marcos, rules, regulations, or policies governing students; academic or other probation of Licensee; withdrawal of Licensee from enrollment; expulsion of Licensee; suspension of Licensee; and any and all other acts or omissions by Licensee deemed by California State University San Marcos, to be inconsistent with student enrollment.
 - (J) Licensee's failure to perform or observe any term or provision of this License, even if not covered by any of subparagraphs (A) through (I).
 - (K) Licensee or guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation, and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and or/deferred adjudication. *(This provision may not apply to prior arrests if the Licensee is in Project Rebound or a similar program approved by Licensor).*
 - (L) Licensee fails to move into bedroom after completion of all required documentation, or if Licensee abandons or apparently abandons bedroom.
 - (M) Licensee fails to make initial payment based on the CSUSM Student Financial Services payment deadline due dates. Further information can be found here <https://www.csusm.edu/sfs/payments/deadlines/index.html>.
- 39. NOTICES.** Notices of revocation of this License shall be made by delivering a copy of the Licensee personally, or if Licensee is not in their Apartment, by leaving a copy with a roommate and mailing a copy to Licensee, or if no roommate is present, by affixing a copy to the door of the Apartment and mailing a copy to the Licensee. All other notices and demands by Licensee to Licensor shall, unless otherwise required by law, be delivered in writing to the location where License fee is to be paid and shall only be deemed delivered upon actual receipt thereof by Licensor. All other notices and demands by Licensor to Licensee may, unless otherwise required by law, be sent by mail to Licensee, by personal delivery to Licensee by posting the notice or demand on the front door of the Premises, or by Licensee's email account.

ADDITIONAL LICENSEE LICENSE AGREEMENT PROVISIONS: PROPERTY

- 40. INSPECTIONS.** North Commons will conduct health and safety inspections of the apartment and bedroom. The purpose of these inspections is to conduct preventative maintenance, promote cleanliness, and inspect fire safety equipment.
- 41. APARTMENT CONDITION FORM.** An Apartment Condition Form must be completed within the move-in period. It is the responsibility of the Licensee to complete the Apartment Condition Form within 48 hours after moving in. With the exception of the items specified on this form, Licensee accepts their bed space, Apartment, common areas, community, fixtures, appliances and furniture in their "as-is" condition.
- 42. RIGHT OF ENTRY.** Licensor has the right, as do its agents, to enter the Apartment in the following cases: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the Apartment to prospective or actual purchasers, mortgagees, licensees, workers, or contractors; (c) when any occupant has abandoned or surrendered the Premises; and (d) pursuant to Court order. Except in cases of emergency or when you have abandoned or surrendered the Premises, we, as Licensor, shall not enter the Premises during other than normal business hours at the time of entry. No notice shall be required if the Licensor is responding to an emergency; if you are present and consent to the entry at the time of entry; or after you have abandoned or surrendered your Apartment. If the purpose of the entry is to exhibit the Apartment to actual purchasers, notice may be given orally, in person or by telephone, if the Licensor or its agent has notified you in writing that the property is for sale and that the Licensor, or its agent may contact you orally for the above-described purpose. No written notice, however, is required for an entry for agreed repairs or services; Licensor and Licensee may orally agree to this type of entry. In all other cases, twenty-four (24) hours written notice shall be presumed reasonable notice. Licensor may mail you notice; if it does so, mailing at least six (6) days prior to an intended entry is presumed reasonable notice. **Please note that, in recognition of the foregoing, you may not change any locks at any time.**
- 43. FURNISHINGS.** Licensee assumes full responsibility for items furnished by Licensor and agrees to return the same items to Licensor at the expiration of the Term hereof in as good condition as when received, reasonable wear and tear expected. Licensee shall be responsible for returning all furniture to its original position prior to vacating the Premises. Licensee will not remove Licensor's furniture, fixtures, and/or furnishings from the Premises for any purpose. Licensee shall be responsible for all lost, relocated, broken or other damaged furnished items.
- 44. UTILITIES.** Licensor will furnish the following utilities: **Basic Cable TV Service, Internet, Electricity, Gas, Water, Sewer, Garbage Removal (Licensee must bring garbage to appropriate trash chute or receptacle), Air Conditioning, and Self-Service Laundry Machine.** *Please Note:* If the electric bill for the apartment is in excess of **\$200.00** in a billing cycle for a 1-4 person apartment, and **\$250.00** in a billing cycle for a 5-8 person apartment, the excess charges will be equally divided among the Licensees of the apartment. Your portion of the excess of the utility bill will be due within **five (5)** days upon receipt of invoice. All utilities may be used only for normal household purposes and must not be wasted. You must comply with all the rules and regulations of the cable, internet or other service provider. Failure to any extent to furnish or any stoppage of utility services, regardless of cause, shall not render Licensor liable in any respect for damages to either person or property, nor be construed as an eviction of Licensee or work as an abatement of License fee, nor relieve Licensee from fulfillment of any covenant or agreement hereof. Licensee shall not use the internet to engage in any criminal, illegal or unauthorized activity and any such is a default of this license. Use of wireless routers, rogue devices or modems is not permitted. Your use of the internet is at your sole risk and Licensor is not responsible for equipment, programs or software. Licensor is not responsible for slow internet or other Licensees taking up significant bandwidth.
- 45. DAMAGE OR DESTRUCTION OF PREMISES OR PROPERTY.** If, in the opinion of Licensor, the Premises or Property should become uninhabitable during the term hereof because of damage or destruction by fire or other casualty, Licensor shall have the right to terminate this License, or move Licensee to similar accommodations within the Property and repair and restore the Premises or Property. In the event of such damage or destruction to the Premises or Property without the fault of Licensee, or Licensee's agents or guests, Licensee's obligations to pay License fee hereunder shall be abated only if Licensor terminates this License or does not furnish Licensee with similar accommodations within the Property.
- 46. CONDITIONS OF PREMISES, FURNISHINGS AND PROPERTY.** Prior to occupancy Licensee will examine the Apartment, including the furnishings, and Licensee agrees that upon the expiration or termination of this License, Licensee will peacefully surrender possession of the Premises and the furnishings to Licensor in as good condition as they are at the beginning of the term of this License, reasonable wear and tear expected. Licensee further agrees to take good care of the Premises, including the furnishings and the common areas of the Property, to permit and suffer no waste to be committed to the Premises, and to make no changes or alterations to the Premises, including the furnishings and the Property, resulting from the neglect, carelessness, misconduct or fault of Licensee or Licensee's guests. This includes individual apartment common areas.

Duty to Maintain: Licensee is responsible for taking reasonable steps to keep the bedroom and the Apartment in good condition and to notify North Commons immediately of any conditions that require a repair or other attention. Licensee agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment. Licensee shall (i) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, under the kitchen sink or in the

pantry, ceilings and bathroom fixtures; (ii) mop up spills and thoroughly dry affected areas as soon as possible after a moisture occurrence; (iii) use exhaust fans in the kitchen and bathroom when necessary; and (iv) keep the climate and moisture in the Apartment at reasonable levels. You shall keep your bedroom and the Apartment you share in a tidy condition, particularly the kitchen and bathroom sanitary and dry. **You shall promptly notify Licensor of the presence of any of the following conditions via a work order through the resident portal: (i) a water overflow, intrusion or leakage, excessive moisture, or standing water inside the Apartment or in any common areas; (ii) mold or mildew growth in or on the Apartment that persists after you have tried to remove it with a household cleaning solution; (iii) a malfunction in any part of the heating, air-conditioning or ventilation system in the Apartment.** Licensee agrees to maintain the Apartment in a manner that prevents the occurrence of an infestation of bed bugs and other pests. Licensee shall immediately notify North Commons of the presence of bedbugs and any other pests, and you shall (i) keep the Apartment in a clean and sanitary condition at all times and not introduce any furniture or textiles from unknown sources into the apartment; (ii) cooperate with us in eradicating any pests and take the measures recommended by a qualified expert; (iii) immediately notify us of any re-infestation or indications treatment has been ineffective. If Licensee fails to observe these License requirements and there are instances of infestation of bedbugs or other pests that cannot be traced to another source, you will be responsible for the cost of the treatment to the apartment and any costs associated with cleaning other Licensee's belongs or other portions of the Property as necessary to eradicate the infestation. See Bed Bug Addendum for more information.

- 47. COMMON DAMAGE.** The Licensee agrees to be jointly responsible for protection of common area property including but not limited to fire extinguishers, hall signage and room plates, elevator equipment, furniture, bulletin boards, and exit signs. Charges for the damages or loss of common area property shall be equally divided among all licensees of the building. This includes individual apartment common areas.
- 48. CONSTRUCTION AND RENOVATION.** Construction, renovation or maintenance on and around the California State University San Marcos and North City may occur in or near campus and campus-affiliated housing facilities. Work is generally scheduled during normal daytime work hours (7:30 a.m. – 5:00 p.m.). Construction projects could result in disturbances and disruptions, including, but not limited to, increased noise and dust in the area. Housing will provide timely notification of construction in or near residence halls whenever possible. By signing this License Agreement, the Licensee agrees that they have been advised of possible construction and acknowledges disturbances and disruptions resulting from construction are not grounds for termination of this agreement or adjustment in the License Fee.
- 49. HOLDING OVER.** Licensee shall promptly vacate the Premises and remove all of Licensee's goods and property therefrom and shall not remain in possession of the Premises after the expiration or earlier termination of this License, whether the same occurs by lapse of time or otherwise. Licensee understands that Licensor will have fewer than 30 days after the expiration date set forth in Section 1 above to prepare the Premises for a new licensee at the beginning of the academic year. Accordingly, Licensee agrees that Licensee's holding over in the Premises will cause serious damage to Licensor and, if Licensee remains in possession of the Premises after the expiration or earlier termination of this License, Licensee shall be liable for, and shall pay, holdover License fee in the amount of **\$150.00** per 24 hours from the designated lease end date and time, together with all other amounts for which Licensee is liable pursuant to the terms of this License. No such holding over shall constitute any form of License, but shall constitute an unlawful retention of possession, and Licensor may exercise any right or remedy available under this License or at law or in equity to recover possession of the Premises and damages from Licensee.
- 50. RENTAL INSURANCE:** You are responsible for obtaining your own property, casualty and liability insurance to cover your property and any damages you are liable for under this License or otherwise. Any property you keep or store at the Premises is at your own risk. **YOU ARE STRONGLY ENCOURAGED TO CARRY RENTER'S INSURANCE COVERING YOUR PERSONAL PROPERTY AND GENERAL LIABILITY.**
- 51. DISCLOSURES:**
- A. MEGAN'S LAW NOTICE.** Pursuant to Section 290.46 of the **California** Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.
 - B. RADON GAS.** Radon gas is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present a health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Information regarding radon and radon testing may be obtained from the county health unit.
 - C. PEST CONTROL.** If Licensor has entered into a contract for periodic pest control treatment of the Premises, Licensor shall give Licensee a copy of the notice originally received by the pest control company.
 - D. FLOOD ZONE DISCLOSURE.** Licensee may obtain information about hazards, including flood hazards, which may affect the Premises from <http://myhazards.caloes.ca.gov>. Licensor's insurance does not cover the loss of the Licensee's personal possessions. It is recommended that Licensee consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss. We are not required to provide additional information concerning the flood hazards to the Premises. Pursuant to California Government Code § 8589.45, the information provided pursuant to this Section 52(D) is deemed adequate to inform the Licensee about flood hazards.

ADDITIONAL LICENSEE LICENSE AGREEMENT PROVISIONS:

Cancellation of the License Agreement

Once a license for a specific housing space has been signed by the Licensee and executed by the Licensor, a cancellation must be requested and approved to release the Licensee from their financial responsibility prior to the end of the scheduled fee period. The Licensee remains financially responsible for the full license period until the request to cancel is approved AND the Licensee has completely moved out of their space and returned their keys and/or access cards.

A request to cancel may be submitted using the form found at <https://www.csusm.edu/housing/futurestudents/formsandinformation.html>. Moving out, returning keys, or notifying any other University office or employee of the Licensee's intent to cancel does not satisfy the obligation to officially request to cancel this License agreement, and will not release the Licensee from financial responsibility. The date the request form is received will be considered the cancellation request date.

Cancellation is subject to fees based on when the request to cancel is submitted and the reason for the cancellation. The specific cancellation fees are outlined in the table below:

Cancellations Prior to the Academic Year	
Notice Period and Reason	Fees Owed
On or before July 25, 2023	<ul style="list-style-type: none"> No License Fee will be due. The \$50 non-refundable Application Fee and \$250 Licensing Fee will be forfeited.
On or after July 26, 2023, through August 24, 2023	<ul style="list-style-type: none"> License Fee will be pro-rated through the 30th day from the date notice was given. The \$50 non-refundable Application Fee and \$250 Licensing Fee will be forfeited.

Cancellations During the Academic Year (the Fee Period)	
Notice Period and Reason	Fees Owed
When the Licensee gives at least 30-day's notice prior to move-out and cancels for the following reasons: <ul style="list-style-type: none"> December graduation Withdrawal, leave of absence, transfer to another institution, or other non-enrollment for spring semester. Financial hardship creating an inability to afford housing costs. Must be supported by appropriate documentation. Family/personal hardship creating an inability to continue living on-campus. Must be supported by appropriate documentation. Significant medical or health-related hardship creating an inability to continue living on-campus. Must be supported by appropriate documentation. CSUSM Disability Support Services may be consulted to determine if a reasonable accommodation may mitigate the need for cancellation, and if so, cancellation may be denied. 	<ul style="list-style-type: none"> License Fee will be pro-rated through the last day the Licensee occupies the space. The \$50 non-refundable Application Fee and \$250 Licensing Fee will be forfeited.
When the Licensee gives notice of the following circumstances 30-days in advance or as soon as knowable to the Licensee, whichever is later: <ul style="list-style-type: none"> Spring departure for CSUSM approved academic program away from campus International student only enrolled for fall 	<ul style="list-style-type: none"> License Fee will be pro-rated through the last day the Licensee occupies the space. The \$50 non-refundable Application Fee and \$250 Licensing Fee will be forfeited.

<ul style="list-style-type: none"> • International student enrollment withdrawn due to revocation or denial of a U.S. Visa. • Military orders 	
<p>When the Licensee gives less than 30-day's notice prior to move-out and cancels for the following reasons:</p> <ul style="list-style-type: none"> • December graduation • Withdrawal, leave of absence, transfer to another institution, or other non-enrollment for spring semester • Licensee has a financial hardship and is unable to afford housing costs. Must be supported by appropriate documentation. • Licensee experiences a significant medical or health-related hardship and is unable to live in the student housing. Must be supported by appropriate documentation. CSUSM Disability Support Services may be consulted to determine if a reasonable accommodation may mitigate the need for cancellation. 	<ul style="list-style-type: none"> • License Fee will be pro-rated through the 30th day from the date notice was given, including days after the Licensee has moved out of the space. • The \$50 non-refundable Application Fee and \$250 Licensing fee will be forfeited.

In all cases, if a cancellation is approved, Licensee will also owe any costs associated with cleaning or damages to the space upon move-out.

If a cancellation request is NOT approved, the License will not be canceled, and Licensee will be responsible for all applicable housing fees for the full Fee Period, any charges for damages and cleaning, and all nonrefundable fees.

No-Show Cancellation

A Licensee who does not request cancellation prior to the Fee Period start date and fails to check-in and claim their assigned housing space or to make alternative arrangements for late move-in within five (5) business days of the start of the fee period will have their license cancelled. Upon cancellation due to no-show, the space shall be made available to be assigned to another student. Licensees cancelled due to no-show shall owe the full fee period of the license (academic year) for enrolled CSUSM students or thirty (30) days prorated fee based on the cost of the licensed bed space for non-enrolled CSUSM students, any charges for damages and cleaning, and all nonrefundable fees.

Termination of the License Agreement

Termination occurs when the License is revoked by the Licensor before the fee period is scheduled to end. Termination of the License is subject to fees based on the reason for the termination. The specific termination fees are outlined in the table below:

Notice Period and Reason	Fees Owed
Misconduct or disciplinary action	<ul style="list-style-type: none"> • License Fee for the full fee period will be owed • The \$50 non-refundable Application Fee and \$250 Licensing fee will be forfeited.
Breach of terms and conditions or default by Licensee	<ul style="list-style-type: none"> • License Fee for the full fee period will be owed • The \$50 non-refundable Application fee and \$250 Licensing Fee will be forfeited.
Failure of Licensee to maintain eligibility as an enrolled student	<ul style="list-style-type: none"> • License Fee will be pro-rated through the 30th day from the date notice was given, including days after the Licensee has moved out of the space. • The \$50 non-refundable Application Fee and \$250 Licensing fee will be forfeited.
Due to administrative necessity, emergency, or a lawful order or regulatory requirement issued by a federal, state, or local government authority.	<ul style="list-style-type: none"> • License Fee will be pro-rated through the last day the Licensee occupies the space. • The \$50 non-refundable Application Fee and \$250 Licensing fee will be forfeited.

Replacement by a New Licensee

Housing fees charged to due to cancellation or termination will be prorated if a replacement Licensee acceptable to the university is found during the remaining fee period of the license within a reasonable timeframe. Housing will attempt to fill all vacant spaces within all housing facilities before any pro-ration or refund will be due. Costs for cleaning, damages, or non-refundable fees are not subject to pro-ration due to the assignment of a replacement Licensee.

- 52. TERMINATION BY LICENSEE.** Except as provided herein, no termination of this License prior to the normal expiration thereof, by lapse of time or otherwise, shall affect Licensor's right to collect the total License fee set forth in Section 2. Without waiving Licensee's rights as a Licensee under Civil Code §§ 1953 or 1954, Licensee shall not vacate the Premises or exercise any right of termination arising out of any breach by Licensor of any provision of this License due to the condition or state or repair of the Premises or the Property, and Licensee waives any right, statutory or otherwise, to do so. Unless otherwise allowed by law, no surrender of the Premises by delivery of keys or otherwise shall operate to terminate this License unless and until expressly accepted in writing by Licensor.

In cases where the Licensee wishes to cancel this Agreement, prior to taking possession, Licensee shall submit a **Cancellation Request** with the supporting documents and applicable Cancellation Fee set forth above.

In all cases where Licensee wishes to terminate this Agreement on or after August 24, 2023, Licensee shall - as soon as practicable, but in all cases no later than thirty (30) days prior to the proposed date of termination - prepare and submit a **Termination Request** and supporting documentation to Licensor. Licensee acknowledges that, as of the date of execution of this Agreement, Licensor is relying upon Licensee's future occupation of the Premises. Accordingly, and because of this reliance, Licensor will not let the Premises to another licensee. Acceptance of the Termination Request is made in the sole discretion of Licensor and may be denied for any reason. Until the Termination Request is accepted by Licensor, Licensee is still responsible for all of their rights, duties, and obligations under this License, including without limitation, payment of the License Fee. If, however, Licensor accepts Licensee's Termination Request at any time, Licensee acknowledges that Licensor will incur opportunity costs, in addition to the costs of reletting the Premises. Licensee further acknowledges that, in this instance, Licensor's damages will be difficult to quantify. Consequently, Licensee agrees to pay the above Termination Fees to Licensor in recognition of a reasonable approximation of actual damages to Licensor, and not as a penalty. Upon acceptance of the Termination Request, payment in full of the applicable Termination Fee, set forth above, and compliance with Section 53, Licensee shall be relieved of their obligation to pay any additional installments of the License Fee; provided however, that no refunds will be given of any License Fee paid through the date of termination.

CANCELLATION/TERMINATION CRITERIA*

- A. Assignment to a College sponsored internship, co-op, or exchange program: If a Resident is a participant in a college-sponsored internship, or other programs which require living away from campus, the Agreement, may be terminated. Must provide official Department/program verification of participation.
- B. Medical or Health Problems: If a Resident has a severe medical or health problem which is directly related to living in CSUSM Housing, the Resident may petition to be released from the Agreement. The Resident must present documentation from their health care provider(s) that describes the severity of the health problem and the rationale for the request. Must provide official Documentation from medical provider.
- C. Family death and/or other family emergency: If a Resident has a death in the family and/or a family emergency which effects living in CSUSM Housing, the Resident may petition to be released from the Agreement. Documentation from medical provider, court document, death certificate, etc.
- D. Military Service: If a Resident executes this Residential Housing Agreement while in military service or enters military service after your license agreement has been executed and thereafter receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, [he / she] may terminate this license agreement. Must provide official Verification from military.
- E. Financial Hardship: If a Resident has a financial hardship caused by living in CSUSM Housing, the Resident may petition to be released from the Agreement. The Resident must present documentation that indicates a financial change that occurred between the time the resident signed their housing contract to the date of their cancellation request. *

***Please note: While the above reasons are criteria for cancellation/termination of the license agreement, they do not constitute an automatic approval of the cancellation/termination request or removal of cancellation/termination fees. Licensee is responsible for all fees as noted in the license agreement. Licensee may submit an appeal within 5 business days of cancellation/termination for consideration, through the appeals process.**

More information can be found here:

<https://www.csusm.edu/housing/futureresidents/formsandinformation.html>

53. LICENSEE'S DUTIES UPON TERMINATION. Upon any termination of the License created hereby, whether by Licensor or Licensee and whether for breach or otherwise, Licensee shall: (a) vacate the Premises, moving therefrom all of Licensee's personal property of whatever nature, (b) remove all rubbish, trash, garbage and refuse from the Premises and cause the Premises including all kitchen appliances, baths, closets, storage areas, etc., to be thoroughly cleaned, so as to be in the same condition as the same were in on the commencement date of the term of this License, reasonable wear and tear expected; (c) return to Licensor all keys to the Premises (bedroom key, mail key, and access cards); (d) provide to Licensor complete change of address information; (e) schedule check-out time with Licensor; Licensee shall schedule such check-out not less than three (3) days before the expiration date stated in the terms and description above. Licensee shall perform Licensee's obligations under clauses (a) through (e) no later than midnight on the expiration date stated in the terms and description above or if this License or Licensee's right to possession of the Premises is terminated before the expiration date stated in the terms and description above, Licensee shall perform Licensee's obligations within three (3) days after such termination. If Licensee fails to remove any of Licensee's property from the Premises, such property is considered to be abandoned. In such a case, Licensor is authorized, without liability to Licensee for loss or damage thereto and at the sole risk of Licensee, to remove and store any of the property at Licensee's expense, and/or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property. Licensee waives any claim against Licensor on account of such removal, storage, sale and/or destruction of Licensee's property.

54. RELEASE OF LICENSEE/MILITARY. Licensee shall not be released from their liability under this License due to school withdrawal or transfer, business transfer, loss of job, University or North Commons conduct sanctions, marriage, divorce, or health unless expressly approved as described above. Licensee shall not be released from liability under the License if admission to the university is rescinded or if admission status changes. Licensee shall not be released from liability under this License due to roommate conflict or disagreement.

The Federal Service Members Civil Relief Act provides certain rights to members of the United States armed forces in connection with their residential leases. Their rights may include the following. The Licensor will abide by all requirements/obligations imposed by the law then in effect. Licensee should check the current version of the Federal Service Members Civil Relief Act to confirm that one of the sample triggering events listed below is still a valid triggering event to terminate the License.

1. If the Licensee becomes a service member after entering into the License, that service member Licensee has the option to terminate the License by serving notice to Licensor.
2. If the Licensee is a service member when the License is signed and thereafter receives order for a permanent change of states or to deploy for at least 90 days, the Licensee has the option to terminate the License.

A service member is a member of the Army, Navy, Air Force, Marine corps or Coast Guard on active duty, a member of the National Guard under a call to active service if certain conditions are met, a member of the commissioned corps of the Public Health Service on active service or commissioned members of the National Oceanic and Atmospheric Administration on active service.

If Licensee elects to terminate the License under the Federal Service Members Civil Relief Act, Licensee must provide Licensor with written notice of termination along with proof of the qualifying event/trigger under the law. Military permission for base housing does not constitute a permanent change-of-state order. The termination date must be at least 30 days after the due date of the next license installment payment (i.e., so if notice is provided on the 10th of a month, the termination would be effective on the last day of the following month).

Service members may also receive other protections and/or termination rights under California law (Military & Veterans Code §409) in relation to the License. In the event Licensee invokes his/her rights under the Federal Service Members Civil Relief Act, the License fee shall be pro-rated upon providing the required written documentation.

Attention Licensee and Guarantors: Once the Licensee submits an executed License Agreement and pays the Administrative Fee, Licensee will reserve a bed space. If a Licensee selects not to take occupancy, North Commons, according to the schedule and circumstances above, shall retain the Administrative Fee, and shall assess any applicable cancellation/ termination fees, late fees and/or installments due according to the timeline and conditions set forth above. Licensees requesting a Cancellation Request or Termination Request must submit the applicable form and any required supplemental documents. The License Agreement remains in effect unless a cancellation or termination request is approved by the Director in writing and any outstanding payments have been fulfilled.

ADDITIONAL LICENSEE LICENSE AGREEMENT PROVISIONS: RULES AND REGULATIONS

This document is incorporated by reference into the License Agreement between Licensee and Licensor. Licensee agrees to

these Rules and Regulations for the purpose of preserving the welfare, safety, and convenience of Licensees in North Commons Student suites, for the purpose of making a fair distribution of services and facilities for all Licensees and for the purpose of preserving Licensor's property from abusive treatment. Violation of these Rules and Regulations may be deemed a default on the part of Licensee, and may result in termination of the License Agreement, under the terms and conditions of the License Agreement. Additional Rules and Regulations are defined in the Resident Handbook, which is also incorporated into this agreement. As a Licensee you are responsible to read and understand the Resident Handbook, it is available online at csusm.edu/housing

1. Solicitation and/or canvassing of any kind, without prior written consent of Licensor, is not permitted in the Premises or about the Property. Licensees must notify Licensor of any such activity.
2. Licensees shall not use the Premises or any part of the Property for any commercial business or purpose; this includes mail and common areas. Licensee shall use and occupy the Premises and Property in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction. Commercial Activity is prohibited and Licensees may not operate a business out of the Apartment or Premises.
3. Licensees shall not erect any exterior wires, aerials, signs, satellite dishes, etc., about the Premises or Property. Licensees shall not place nails, hooks, etc. in the walls or ceilings. Room entrance doors, windows, drapery rods and hardware shall remain free of nails.
4. Pets are not permitted in or about the Premises and Property, except for Service Animals or Emotional Support Animals. Any other pet found in the Premises may be immediately removed by Licensor (but Licensor is not obligated to do so). Service Animals or Emotional Support Animals must be approved by Housing and DSS prior to move-in. In the event that one or more roommates is not able to live with Licensee's ESA (e.g., due to allergies or phobias), the University will consider the needs of both students in meeting its obligations to reasonably accommodate all disabilities, and to resolve the problem as efficiently and expeditiously as possible.
5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously, and Licensees should proceed according to the instructions posted in and about the Property. **The intentional sounding of an alarm in a non-emergency situation will be considered a criminal offense and the person or persons responsible will be treated accordingly.**
6. Multiple outlet "octopus" plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be the grounded, three-prong type and is UL approved.
7. Due to the risk of fire hazard, live decorations such as trees/wreaths are prohibited.
8. Hot plates, candles, incense, space heaters, cooking grills, lighter fluid, and other combustibles are prohibited due to the increased risk of fire hazard.
9. Possession and consumption of alcoholic beverages, limited to beer and wine, must be in full compliance with university, local, state and federal laws and regulations and in accordance with these Rules and Regulations. Alcohol-related conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Large alcoholic beverage containers, i.e. beer kegs of any size, are not permitted on the Premises. For more detailed policies surrounding Alcohol, please see the Resident Handbook.
10. Licensees will be held responsible for the conduct of their guests. The privacy and right of normal use of the Premises by Licensee's apartment mates and other Licensees must be strictly respected by Licensee in the entertaining of guests, and disruptive behavior of guests is prohibited.
11. Smoking, including electronic smoking devices, is prohibited inside the gated area surrounding North Commons. No smoking is allowed in the apartments, hallways and all buildings. Smoking is allowed outside in designated areas only.
12. California State University San Marcos certifies that the university is to be a drug-free workplace and learning community and that unlawful manufacture, sale or attempted sale, distribution, dispensing, possession or use of controlled substances by employees, students or members of the campus community is prohibited on University property or at University functions or activities.
13. Only the person whose name and signature appear on the face of this License & designated as Licensee may occupy the Premises.
14. **MISSING PERSONS POLICY.** Under federal law (The Higher Education Opportunity Act), Licensee has the right to confidentially register the name and contact information of an individual that Licensee would like to be contacted (within twenty-four (24) hours) if it is determined that Licensee is missing from the Residential Facility and/or Licensee's whereabouts are unknown for a period of twenty-four (24) hours or more.
15. All decorations should be of a temporary nature and not permanently deface or damage the Premises or Property. No posters, sheets, parachutes, fishnets, stickers, ornamental lights, or materials of any kind are allowed on ceilings.
16. Keys/Cards are the property of Licensor and must be returned to Licensor at the end of Licensee's occupancy. Charges for lost key cards and or bedroom keys will be assessed. **In order to ensure the safety of our Licensees and community, keys may not be duplicated by the Licensee at any time before, during, or after occupancy.**

Lock Out Charge:	<u>\$15.00</u>
Replacement Key Card:	<u>\$30.00</u>
Replacement Mailbox Key:	<u>\$30.00</u>
Replacement Bedroom Key:	<u>\$30.00</u>
Lock Change:	<u>\$50.00</u>
17. Licensee must comply with posted rules and regulations.
18. A "bad check" charge of **\$25.00** will be assessed by the Licensee for any check returned unpaid.
19. No furniture shall be removed or relocated from the Premises or the Property.

20. Grilling is not allowed in North Commons common areas and only CSUSM Housing staff are allowed to use facilities provided by North Commons for the purposes of programming. This rule is necessary for the safety of the Licensees, their property and the community.
21. Trash containers are located at various places in the Property and are for household refuse only. No furniture, boxes, or construction debris is permitted in trash containers. These containers are provided for your convenience. However, do not place trash on the ground if these are full.
22. No trash or garbage accumulation is allowed in or around the apartment. Discarded trash, garbage, and household personal items(s) are not allowed in storage areas, hallways, laundry facilities, common areas, or anywhere on the Property. These items must be placed in the trash container provided by the Licensor. It is Licensee's responsibility to dispose properly of all aforementioned items. If Licensor must remove any unwanted items or personal property at any time, the total cost will be charged back to Licensee.
23. Your apartment is your home, but it is not a house. Please be considerate of your neighbors. Licensees must control the volume of stereos, TV's and musical devices within the apartments so that they do not disturb the Licensees of other apartments. Noisy or disorderly conduct annoying or disturbing other Licensees will **NOT** be permitted.
24. **Package Release:** Licensees must register with Parcel Pending to receive packages at North Commons. North Commons will not accept any packages for Licensees who are not registered with the service provider or that require a signature. Licensor will not be held responsible for loss, theft, damage or delays in delivery and/or failure of delivery of your mail. Licensor requires that you provide a photo identification to retrieve packages. If packages and deliveries are not picked up within **30 days**, the Licensor may return them to sender or post office. Commercial use of mail is prohibited. Any package that does require a signature will be returned to sender.
25. Eviction from North Commons as a result of violations of the rules and regulations may result in ineligibility for residency at the University Village Apartments and The Quad and also result in restriction from all residential and common areas at North Commons, The Quad and University Village Apartments.

LICENSOR: North Commons

«E1 Signature»
(Licensee)

«Ej1 Signature»
(Owner/Agent)

LICENSOR: North Commons

By: **Capstone On-Campus Management**, Authorized Manager

«Eg1 Signature»
(Guarantor)

ADDITIONAL LICENSEE LICENSE AGREEMENT PROVISIONS: COVID-19 Acknowledgment and Policy

By completing and signing the Student Housing License Agreement, you agree to all of its provisions. Please read these provisions carefully before submitting this License Agreement. This section presents the Terms and Conditions by which a California State University San Marcos student agrees to abide by to live on-campus during the 2023-2024 Academic Year. This section is incorporated into and supplements the CSUSM Housing License Agreement. Except as stated in this section, it does not alter any conditions or obligations in the License Agreement. section is effective for the complete academic year, fall through spring semesters, or for such portion of the academic year(s) as may remain at the time the License Agreement is signed. In addition to the License Agreement, the following will apply:

1. **Notice and Acknowledgment Regarding COVID-19**
Licensee acknowledges that the SARS-CoV-2 coronavirus pandemic is a worldwide risk to human health. COVID-19 is a highly contagious disease that can spread easily and exponentially and can lead to severe illness or death. According to public health organizations, persons of all ages are at risk. Persons over 65 and those with underlying health conditions are especially vulnerable. An inherent risk of exposure to COVID-19, or to any SARS-CoV-2 variant (hereinafter referred to collectively as "COVID-19"), exists in any shared or public space where people are present, including on-campus housing. CSUSM has taken and will continue to take various measures to address the health and safety of individuals living in on-campus housing. However, those measures will not eliminate the risk of exposure to COVID-19. Accordingly, students who return for face-to-face instruction and who will voluntarily reside in on-campus housing will face a risk of exposure and may contract COVID-19.

To minimize the risk to Licensee and others in on-campus housing, Licensee hereby confirms and agrees:

- Licensee understands that, although CSUSM has taken and will continue to take various measures to protect against exposure in accordance with federal, state and local health authorities' mandates and guidelines, those measures will not eliminate all risk, and thus there will remain a risk of exposure to COVID-19.

- By assuming occupancy, Licensee certifies that, to the best of Licensee's knowledge, Licensee is not infected with COVID-19.
 - By assuming occupancy, Licensee certifies that Licensee is not experiencing symptoms associated with COVID-19. Symptoms may include, but are not limited to, a loss of taste or smell, fever, severe headaches, severe fatigue or body/muscle aches, unusual gastrointestinal distress, and/or signs of respiratory illness, such as a dry cough, shortness of breath, or difficulty breathing.
 - By assuming occupancy, Licensee certifies that, to the best of Licensee's knowledge, within the immediately preceding 14 days of initially assuming occupancy, Licensee has not been in personal or close contact (within six feet for a total of fifteen minutes or more) with an individual infected with COVID-19.
 - Licensee understands and agrees that the exclusive purpose for which CSUSM is providing voluntary housing is to enable Licensee to complete and/or participate in a campus educational program, but that participating in housing is not required and is done so on a voluntary basis by Licensee. Voluntarily accessing or allowing access to campus housing could expose Licensee or others to COVID-19.
2. Right of Entry
- Licensee must vacate their room during Health and Safety Inspections, custodial services, maintenance repairs, or any other inspection in order to practice safe physical distancing and reduce risk of exposure to COVID-19 (or other infectious diseases) or when entry to the room is required by a CSUSM representative.
3. COVID Mitigation Supplies – Recommended List
- Licensee is highly encouraged to maintain the following supplies:
 - Hand sanitizer (at least 70% alcohol base)
 - Nitrile or Latex gloves
 - Ear-loop face mask or face covering
 - Thermometer
4. Occupancy Requirements
- Upon check-in, Licensee agrees to comply with the directives of the County of San Diego Health and Human Services Agency which may include requirements for testing, isolation and quarantine.
 - Licensee agrees to comply with any further directives of the County of San Diego Health and Human Services Agency during the terms of occupancy which may include return from breaks.
 - Licensee understands and acknowledges that COVID-19 immunization will be required by CSUSM as a condition of occupancy. Instructions for submitting proof of vaccination will be provided prior to taking occupancy.
 - Licensees with qualified vaccination accommodation forms are required to have accommodations cleared by CSUSM. Instructions for requesting a vaccination accommodation will be provided prior to taking occupancy.
 - Licensee agrees to comply with any COVID-19 surveillance testing as may be required by CSUSM.
5. Confirmed Positive or Exposure to COVID-19 Procedures
- Should Licensee become sick with COVID-19 symptoms, test positive for COVID-19, or have exposure to someone with COVID-19 symptoms or a confirmed or suspected case, Licensee will notify the CSUSM Covid-19 Case Management Team and CSUSM Housing Staff following notification protocols outlined on the University's COVID-19 site <https://www.csusm.edu/csusmasone/index.html>. Licensee is required to report COVID-19 test result immediately upon receipt of test results and no later than two hours after receipt of test results.
 - If Licensee tests positive for COVID-19, Licensee agrees to be moved into an isolation unit.
 - Licensee will not attend in-person classes or activities or visit other on-campus facilities, or end isolation until they have satisfied CDC's criteria to discontinue home isolation, as confirmed by University officials.
 - Licensee acknowledges that a medical authority (that may be Student Health Services) will determine if the student is able to self-isolate or needs to be referred to a healthcare facility, depending on how severe their symptoms are. Notwithstanding the foregoing, if Licensee has a medical emergency or feels that he/she needs to go to the hospital or emergency room, Licensee should do so and does not need to get the consent of the medical authority or Student Health Services to seek emergency medical treatment.
 - Licensee will be provided with and be advised to follow CDC Guidance for caring for oneself and others who are sick.
 - Licensee acknowledges that if they need to be transported to a healthcare facility, Student Health Services, or its designee, will call for appropriate medical transportation and alert the hospital that the Licensee may have COVID-19. Notwithstanding the foregoing, if Licensee has a medical emergency, Licensee should immediately dial 9-1-1 to call for an ambulance; prior contact with Student Health Services is not required in an emergency.

Due to the uncertainties surrounding the COVID-19 pandemic and the ever-changing nature of information moving forward, policies and procedures set forth in this addendum are subject to change.

LICENSOR: North Commons

«E1_Signature» _____

«Ei1_Signature» _____

(Licensee)

(Owner/Agent)

LICENSOR: North Commons

By: **Capstone On-Campus Management**, Authorized Manager

«Eg1_Signature»

(Guarantor)

BED BUG ADDENDUM
California Civil Code § 1954.600-1954.605

This Bed Bug Addendum (this “**Addendum**”) is entered into between Licensor and Licensee. The terms of this Addendum are intended by the parties to be added to and incorporated into the License Agreement between Licensor and Licensee that currently governs the tenancy of Licensee in the Premises. Capitalized terms used but not defined in this Addendum have the meaning given to them in the License Agreement. References herein to “you” or “your” shall mean the Licensee and references to “us” or “our” shall mean Licensor, unless the context clearly indicates otherwise.

1. Licensee understands that bedbugs are an ongoing problem in housing and that Licensee plays an important role in ensuring that bedbugs do not infest the Premises. This Addendum defines Licensee’s responsibilities under the Residential Lease or Rental Agreement regarding bed bug control. By signing this Addendum, Licensee affirms that he/she has inspected the Premises at move-in and confirms that there are no/were no bedbugs present in the Premises at the time of Licensee’s move-in.
2. Licensee promises that any and all personal property (furniture, clothing, mattress, bedding, etc.) that Licensee brings into the Premises have been inspected for bedbugs and do not contain any bedbugs. If Licensee detects that any personal property of Licensee may have bedbugs, Licensee promises not to bring said property onto the Premises. Licensee agrees to carefully inspect all personal property he/she brings into the Premises prior to entering the Premises to ensure that the property is free of bedbugs. Licensee agrees to do his/her part to ensure bedbugs do not enter the Premises after he/she moves in, including, but not limited to: continuing to check any personal property that is brought onto the Premises for bedbugs; checking all luggage, clothing and other personal belongings for bed bugs if Licensee stays in a hotel or visits another home; uses public transportation; or utilizes other public areas that may carry bed bugs. In addition, Licensee agrees to inspect furniture and personal belongings after guests visit or stay in the Premises to ensure no Bed Bugs were brought on the Premises by guests.
3. Licensee agrees to report any sighting or signs of bed bugs immediately in writing to us. Since bed bugs multiply fast and can become an infestation affecting not only the Licensee, but other individuals/units in the property, Licensee understands that it is of utmost importance to report any bedbug sightings or signs *immediately*.
4. Licensee agrees to comply with Civil Code section 1954.604 and cooperate in every way with Licensor’s requests of entry to inspect the property by the pest control operator and to conduct follow-up inspections of surrounding units until bed bugs are eliminated. Licensee shall cooperate with the inspection to facilitate the detection and treatment of bedbugs, including providing requested information that is necessary to facilitate the detection and treatment of bedbugs to the pest control operator.
5. Licensee agrees to carefully and diligently follow all instructions and recommendations regarding bed bug control and removal from any Pest Control company hired by us, as well as assisting with the preparation for treatment of the Premises for bed bug control where necessary. This bedbug control preparation can be extensive and may include items such as special washing instructions for bedding, clothing etc. or disposing of personal property that cannot be disinfected. Licensee understands this preparation may be onerous but agrees to comply with the instructions for bed bug preparation if requested by us.
6. Licensee understands and agrees that he/she is responsible to do what he/she can to prevent any bed bugs from entering the Premises and/or to limit any infestation by taking instructed precautions.
7. Licensee agrees to hold us harmless from any claims, losses, damages and expenses caused by bedbugs, including Licensee’s failure to reasonably take said precautions to control bedbugs and/or Licensee’s negligent actions regarding bed bug control.
8. Licensee agrees to obtain personal property/renters’ insurance to protect him/her against any loss relating to bedbugs and/or bedbug infestation. Licensee agrees not to hold us liable for any loss of personal property due to bedbugs or a bedbug infestation.

Required language information about Bed Bugs:

1. **Bed Bug Appearance:** Bed Bugs have six legs. Adult bed bugs have flat bodies about $\frac{1}{4}$ of an inch in length. Their color can vary from red and brown to copper colored. Young bedbugs are very small. Their bodies are about $\frac{1}{16}$ of an inch in length. They have almost no color. When a bedbug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bedbugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed Bugs can be hard to find and identify because they are tiny and try to stay hidden.

2. Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed Bugs grow to full adulthood in about 21 days. Bed Bugs can survive for months without feeding.
3. Bedbug Bites: Because bedbugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
4. Common signs and symptoms of a possible bedbug infestation:
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

By signing below, Licensee(s) acknowledges and confirms that Licensee has received, reviewed and understands this Addendum.

This Addendum may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.

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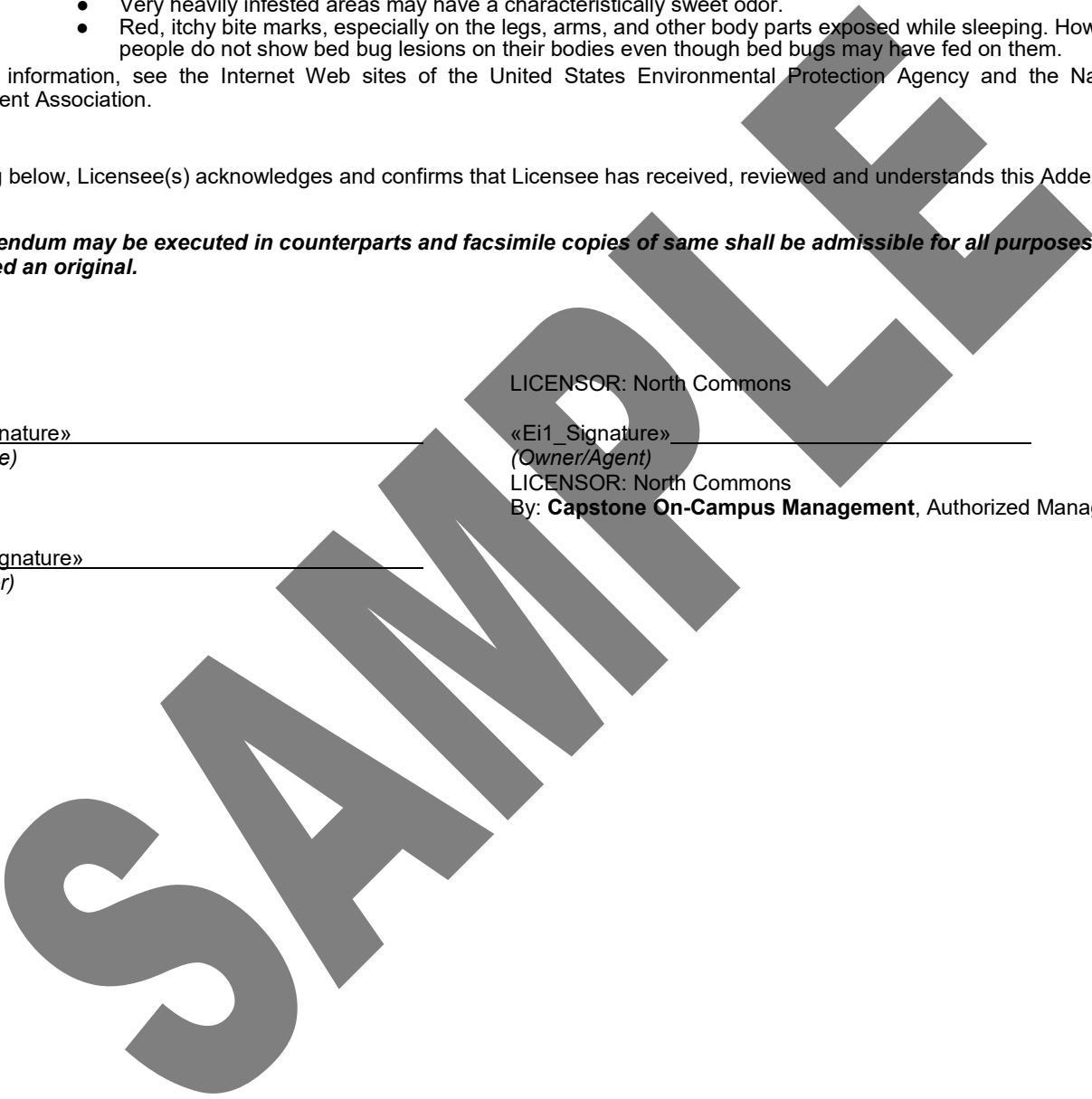
«E1_Signature»
(Licensee)

«Ei1_Signature»
(Owner/Agent)

LICENSOR: North Commons

By: **Capstone On-Campus Management**, Authorized Manager

«Eg1_Signature»
(Guarantor)



PARENTAL OR SPONSOR GUARANTY

Apartment Community
North Commons (the "Community")

Licensee/Resident Name: _«Primary_First_Name» «Primary_Last_Name»_____

In consideration for, and as an inducement to us in making the License Agreement to Licensee, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you, as Guarantor, guarantee irrevocably, absolutely and unconditionally, to us and our successors and assigns, the full performance and prompt observance of all the agreements and conditions of the License Agreement and of any amendments, revisions or renewals of the License Agreement (and all documents that are a part of the License Agreement), including, but not limited to, the payment of License Fee (including installments) and other sums due under the License Agreement. You acknowledge that you have a relationship with the Licensee and as a result of that relationship you will derive a substantial benefit from the making of the License Agreement to Licensee. Once you sign this Guaranty it is your legal obligation to pay Licensor sums due under the License Agreement. You hereby waive any legal defenses to this Guaranty based on notice of acceptance, presentment, demand, notice of protest, notice of dishonor or default, and notice of any changes, renewals or modifications. Unless we are seeking money from you for your payment responsibilities under this Guaranty, we do not have to provide any notices to you. You hereby waive each and every notice to which you or the Licensee might be entitled to under the License Agreement, or otherwise, including, without limitation, notice of any breach or default by you or the Licensee. Once any sums are due under the License Agreement, we may collect them from you without making efforts to sue or otherwise try to collect such sums from the Licensee. This is a guaranty of payment and performance and not of collection and your liability is primary and not secondary. You expressly waive any defenses based upon any applicable statute of limitations, failure of us to enforce the License Agreement against the Licensee, any failure to give notice of default to the Licensee or other notices due under the License Agreement and any duty to give you notice of facts about the Licensee. We may, on one or more occasions, in our sole discretion, waive terms of the License Agreement, grant concessions or other indulgences to the Licensee all without any notice to you or effect on your obligations under this Guaranty. Any obligations Licensee has to you are subordinate to Licensee's License Agreement obligations to us. As used in this Guaranty, the term "you" shall also include all other persons claiming by, through or under you, including your heirs or personal representatives. You may not assign your obligations under this Guaranty to anyone else. Your liability under this Guaranty continues in full force and effect even if the Licensee becomes incapacitated, disabled or bankrupt. You are not released from your guarantee obligations until we have been fully paid all sums due under the License Agreement. If we institute any legal proceedings against you to enforce this Guaranty and prevail in such action, you will be liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within **San Diego** County in the State of **California**. Your signature below confirms that you have had the opportunity to read and understand this Guaranty and to consult legal counsel if you so desire.

The undersigned authorizes a credit and/or criminal screening report to be processed and verification of information provided below. IN WITNESS WHEREOF, the undersigned has executed this Guaranty.

GUARANTOR'S SIGNATURE: «Eg1_Signature»

Print Name: «Eg1_Text»

Address/City/State/Zip: «Eg1_Text»

Driver's License / State ID Number: «Eg1_Text»

Telephone (Home): «Eg1_Text»

Social Security Number: «Eg1_Text»

Telephone (Work): «Eg1_Text»

Email: «Eg1_Text»

SAMPLE