

**SF STATE UNIVERSITY HOUSING**  
**2018-2019 STUDENT HOUSING LICENSE AGREEMENT TERMS & CONDITIONS**  
**PART 1 - AGREEMENT**

**I. AGREEMENT**

This Student Housing License Agreement, hereinafter referred to as “Agreement” or “License”, is entered into for the 2018-2019 fiscal year between The Trustees of the California State University, which is the State of California acting in a higher education capacity, on behalf of San Francisco State University, hereinafter called the “University,” and the above named person, hereinafter called the “Licensee”. In consideration for the right to occupy the assigned bed space within the student housing facility at University, and to participate in the Residential Dining Plan, Licensee agrees to make payments to the University in accordance with the Fee Payment Schedule which accompanies this Agreement (Part 2).

**License Term:** Licensee understands this Agreement is for the entire 2018-2019 academic year Licensee is obligated to meet fully the financial obligations outlined herein.

**Residence Halls**, hereinafter called “RH”, consists of Mary Ward Hall and Mary Park Hall. The License Term begins Thursday, August 23, 2018, at 10:00 am or date of occupancy. The License Term ends Thursday, May 23, 2019, at 8:00 pm for all Licensees unless sooner terminated under the provisions of this License Agreement. This Student Housing License Agreement does not grant RH Licensee permission to occupy the assigned space during SEMESTER BREAK Saturday, December 22, 2018 at 8:00pm through Friday, January 25, 2019 at 10:00am.

**Towers at Centennial Square** is hereinafter called “TCS”. The License Term begins Thursday, August 23, 2018, at 10:00 am or date of occupancy. The License Term ends Thursday, May 23, 2019, at 8:00 pm for all Licensees unless sooner terminated under the provisions of this License Agreement.

**Towers Jr. Suites (located in TCS)**. The License Term begins Thursday, August 23, 2018, at 10:00 am or date of occupancy. The License Term ends Thursday, May 23, 2019, at 8:00 pm for all Licensees unless sooner terminated under the provisions of this License Agreement. This Student Housing License Agreement does not grant TJS Licensee permission to occupy the assigned space during SEMESTER BREAK Saturday December 22, 2018 at 8:00pm through Friday, January 25, 2019 at 10:00am.

**Village at Centennial Square Buildings A, B and C** is hereinafter called “VCS”. The License Term begins Thursday, August 23, 2018, at 10:00 am or date of occupancy. The License Term ends Thursday, May 23, 2019, at 8:00 pm for all Licensees unless sooner terminated under the provisions of this License Agreement.

## 2018-2019 Terms and Conditions Student Housing License Agreement

**University Park North and South** is hereinafter called “UPN” and “UPS”. The License Term begins Thursday, August 23, 2018, at 10:00 am or date of occupancy. The License Term ends Thursday, May 23, 2019, at 8:00 pm for all Licensees unless sooner terminated under the provisions of this License Agreement.

**Security Deposit:** A Security Deposit equal to \$200 shall be required at the time of execution of this License, and is included in the Initial Payment. This sum shall be applied and accounted for in accordance with the provisions of California Civil Code section 1950.5 and any other applicable statuses. The Licensee makes this Security Deposit against any damage, except reasonable wear, done to the premises by the Licensee, Licensee’s family, guests, invitees, and/or agents. Licensee agrees to pay when billed the full amount of any such damage in order that the Security Deposit will remain intact. Upon termination of this License, the Security Deposit shall be refunded to the Licensee or shall be applied to any such damage or any delinquent fee payment.

### II. OCCUPANCY

- A) University hereby grants to Licensee permission to occupy a bed space within the student housing facility as a Licensee for the entire License Term stated in Section I, Agreement. Specific assignment of a space shall be made by the University and may be changed by University as warranted. No person other than the Licensee identified above has permission to occupy the bed space unless such permission is in writing and signed by University. The acceptance of payment from any other individual shall be deemed to be the payment on behalf of the Licensee named above, and shall not constitute permission for the person making the payment to occupy the licensed premises. Licensee is permitted to only occupy the bed space that is assigned to him/her by the University.
- B) This Student Housing License Agreement does not grant Mary Park, Mark Ward, and Towers Jr. Suites Licensees permission to occupy the assigned space during SEMESTER BREAK Saturday, December 22, 2018 at 8:00pm through Friday, January 25, 2019 at 10am.
- C) Fees for the Meal Plans are collected by University on behalf of the meal services provider, Residential Dining Services. Food services will begin on Thursday, August 23, 2018, and will end on Thursday, May 23, 2019, unless terminated under the provisions of this License Agreement.

Residential dining services will not be available during break periods, as follows:

FALL RECESS, Last meal service: Dinner, Friday, November 16, 2018. Service resumes: Breakfast, Monday, November 26, 2018.

SEMESTER BREAK, Last meal service: Dinner, Saturday, December 22, 2018. Service resumes: Brunch, Saturday, January 26, 2019.

SPRING RECESS, Last meal service: Dinner, Friday, March 22, 2019. Service resumes: Breakfast, Monday, April 1, 2019.

### III. RESIDENTIAL DINING SERVICES

- A) Participation Requirements:** Participation in a meal plan is mandatory for all Licensees residing in RH, TCS/TJS and VCS. Students residing in RH and TCS/TJS are required to choose a minimum of a 240 Block Meal Plan. Second-year and transfer students assigned to TCS or VCS are required to choose a minimum of 80 Block Meal Plan. Licensees who do not choose a meal plan on the Housing application or who relocate from a community where a meal plan is not mandatory will be defaulted to the lowest available meal plan. Participation in a meal plan is voluntary for Licensees residing in UPS and UPN. Voluntary meal plans are purchased directly from the Residential Dining Services vendor and are not subject to the Student License Terms and Conditions.
- B) Description:** A maximum of 19 meal periods is available per week. A meal plan is defined as the number of meals available to the Licensee during a week of meal service. There are six meal plan options. The 7-Day Continuous, 5-Day Continuous (Monday thru Friday), 336 Block and 240 Block Meal Plans are available to all Licensees in communities where meal plans are required. The 112 Block and 80 Block Meal Plans are only available to returning or transfer Licensees residing in VCS or TCS. Meal plans may be used at City Eats Dining Center, The Bricks at Mary Ward Hall and Café in the Park. Meals that go unredeemed are non-refundable.
- C) Terms and Conditions:** The use of residential Dining Services facilities is subject to all provisions of this License Agreement, to all policies and procedures outlined in “Community Living Standards” 2018-2019, and to Article 5 and 6 of subchapter 1, or Part 5 (sections 42000-42103) of Title V of the California Code of Regulations. Voluntary meals are non-transferable.
- D) Changes to Meal Plan:** Requests to decrease meal plan choices to any other lower meal plan may only be made until end of business Friday, August 31, 2018, in Fall Semester and Monday, February 4, 2019 in Spring Semester. Requests to increase meal plan choices to any other higher meal plan may be made at any time during the academic year. Licensee billing statement will be adjusted to reflect any changes in meal plan. Requests to increase or decrease meal plan choices are limited to once per semester.

### IV. HOUSING ASSIGNMENTS AND CHANGES

- A) Housing Assignments:** The University will assign each Licensee a bed space within the student housing facility. The University reserves the right to change room assignments, or to assign a new Licensee or reassign a current Licensee to any unoccupied bed space at any time for reasons of health, student welfare, administrative necessity, or as a result of administrative action.
- B) Assignment Changes:** Room/Apartment changes will be conducted during designated periods during each semester. During all other times, room changes will be made on an

## 2018-2019 Terms and Conditions Student Housing License Agreement

emergency and administrative need basis only. Requests for changes in room assignments must be approved by the appropriate Area Coordinator and generally will not be considered during the first and last two weeks of each semester. Licensee's billing statements will be adjusted to reflect any changes in accommodations. Failure to follow the guidelines for changing room assignments may result in additional administration charges.

- C) Vacating the Student Housing Facility:** Vacating the student housing facility must be done in accordance with the procedures outlined in "Community Living Standards" 2018-2019. In the event that Licensee's student status should end, Licensee is required to vacate the residential community within 72 hours. Failure to complete Room Condition Form at the time of check in and/or checkout will result in a \$50 administrative charge.

### V. ENHANCEMENT OF EDUCATIONAL EXPERIENCE

- A) University shall maintain a professional staff to work with Licensees to develop a community concept within the student housing facility to enhance Licensee's educational experience at University. University shall provide opportunity for input by Licensee into the development of the community. The student housing facility shall be operated to enhance the social, educational, and recreational opportunities available to Licensee.
- B) Licensee agrees to recognize the importance of maintaining the student housing facility as an environment conducive for fellow Licensees to study, live, and sleep in the student housing facility. While in the student housing facility, Licensee agrees not to disturb this environment.
- C) Licensee agrees to utilize a campus provided email address. Licensees are required to activate and maintain their campus email accounts. Official University business will utilize the Licensee's SF State email address and mailbox.

### VI. TERMS AND CONDITIONS

- A) This License Agreement is subject to the regulations contained in Title V of the California Code of Regulations, sections 42000-42103. A copy of those regulations is available at the Dean of Students Office or online at [www.oal.ca.gov/](http://www.oal.ca.gov/) (California Code of Regulations, Title 5, Division 5, Chapter 1, sub-chapter 5, Article 5)
- B) Licensee agrees to comply with the Part 3 Housing Facility Rules & Regulations, and the guidelines contained in the Community Living Standards available at <http://www.sfsu.edu/~reslife/cls.html>, and any subsequent amendments.
- C) This License Agreement shall not be transferred except as permitted in Section XI. Licensee shall not assign this License Agreement nor sublet all or any part of the licensed premises. Any such sublet shall be deemed an improper subletting of the licensed premises and shall

## 2018-2019 Terms and Conditions Student Housing License Agreement

subject the Licensee to a termination of the License Agreement. Any attempted subletting or assignment in violation of this provision shall be void.

- D) It is understood and agreed by the Licensee and University that no lease or any other interest in real property is created by this Agreement.

### VII. PRIVACY RIGHTS

In accordance with the federal Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g), regulations adopted hereunder (34 C.F.R. 99) and California Education Code Section 67100 et seq., University policy allows the release of personally identifiable information to others (except to verify student status) only with the student's prior consent or in the case of an extreme emergency or where there is clear imminent danger to the student, to others, or to society (San Francisco State University Bulletin, 2018-2019).

### VIII. USE OF PREMISES

Licensee agrees that the assigned space is licensed for residential use only. Licensee shall not use the space as a business address, nor shall Licensee conduct any business activities on the premises. Conducting business activities includes, without limitation, using the living unit address as a mailing address for business related activities and functions and hosting of websites. Licensee additionally agrees not to permit the living unit to be used for illegal purpose, nor to engage in illegal acts upon the living unit or upon the grounds of the residential community.

### IX. MAINTENANCE OF PREMISES

- A) University shall provide Licensee with a bed space within the student housing facility and its furnishings and in the condition noted on the Room/Apartment Condition Form to be completed at the time of occupancy. Licensee agrees to give reasonable care to the living unit and its furnishings and to make payment for any damage or loss promptly upon demand by University. Licensee shall vacate the bed space within the student housing facility in good order and repair, except normal and reasonable wear and tear. In the event Licensee fails to maintain the living unit in good order and repair, Licensee shall pay University the reasonable costs incurred for returning the living unit to a condition of good order and repair. As part of such reimbursement, Licensee's security deposit, or a portion thereof, may be expended for the purpose of payment of such costs.
- B) Licensee shall make no alteration to the housing facility without the permission of University. Any structural addition or alterations, including lofts, are prohibited without written permission from University.
- C) Any notice including requests for repairs or services by Licensee (including security related matters) must be in writing to University. University's compliance with or response to any

## 2018-2019 Terms and Conditions Student Housing License Agreement

verbal request regardless of the nature of the request shall not waive the requirement for notices and requests relating to security matters. Notices may be sent by First Class Mail to SF State Housing, 800 Font Blvd, San Francisco, CA 94132. University will make reasonable efforts to keep the building and facilities and the bed space assigned to the Licensee in good working order.

- D) Laundry Facilities: SF State University assumes no responsibility in the use of laundry equipment or for lost items.
- E) Internet and Basic Cable Services: Each unit is equipped with an Internet connection and basic cable television service. Internet speeds are subject to change and not guaranteed. Telephone service per unit is available at extra cost. In unfurnished bed spaces, internet access and telephone are NOT provided.

### X. CANCELLATION BY LICENSEE PRIOR TO FEE PERIOD

- A) Licensee may cancel a space reservation by giving written notice to University at least thirty (30) days prior to the beginning of the licensed term. If written notice is received at the Housing Office at least 30 days prior to the beginning of License Term the Licensee may cancel a reservation for any reason and receive a full refund of fees paid in advance (minus any non-refundable fees).
- B) A Licensee who makes a request to cancel a reservation less than 30 days prior to the beginning of License Period will be subject to the following:

If the University is able to find a suitable replacement for the Licensee so that the overall occupancy of the facilities is not adversely impacted, the Licensee will receive a full refund of fees paid in advance (minus any non-refundable fees).

OR

If the University is not able to find a suitable replacement for the Licensee, to the extent that honoring the request to cancel the reservation would adversely impact the overall occupancy of the facilities, the Licensee may be determined to owe the amount due under the full fee period of the License Agreement.

University may grant or deny the request to cancel. The determination will be based on the following standards with appropriate verification:

- 1) End of student status – certification from Registrar’s Office required.

## 2018-2019 Terms and Conditions Student Housing License Agreement

- 2) Marriage or Domestic Partnership – marriage or domestic partnership certificate required.
- 3) Hardship or extraordinary circumstances occurring subsequent to the signing of the Student Housing License Agreement determined by University to be beyond the control of Licensee. Appropriate documentation may be required.

If the request to waive the notice requirement is approved, Licensee has no financial obligation other than non-refundable service fees. If the request to waive the notice requirement is not approved, but the request to cancel is granted, the Licensee will be charged a prorated amount for room and board fees assessed for each day of notice that is less than the required thirty (30) days.

### XI. CANCELLATION BY LICENSEE DURING THE FEE PERIOD

A) A request to cancel a Student Housing License Agreement during the License Term requires a minimum thirty (30) day written notice prior to the date that the Licensee intends to vacate the facilities. A Licensee whose request is approved shall owe an amount equal to a prorated charge for each day from the beginning of the fee period, through the end of the required notice period unless otherwise indicated in the Agreement. University may grant or deny the request to cancel. The determination will be based on the following standards with appropriate verification:

- 1) End of student status – certification from Registrar’s Office required.
- 2) Marriage or Domestic Partnership – marriage or domestic partnership certificate required.
- 3) Hardship or extraordinary circumstances occurring subsequent to the signing of the Student Housing License Agreement determined by University to be beyond the control of Licensee. Appropriate documentation may be required.

If the request does not meet the above conditions, it will not be approved, and:

If the University is able to find a suitable replacement for the Licensee so that the overall occupancy of the facilities is not adversely impacted, and if the 30-day notice requirement has been met, the Licensee will be released from the License Agreement and shall owe an amount equal to a prorated charge for each day from the beginning of the fee period through the end of the required notice period.

OR

If the University is not able to find a suitable replacement for the Licensee, to the effect that the overall occupancy of the facilities is adversely impacted,

## 2018-2019 Terms and Conditions Student Housing License Agreement

the Licensee will be charged for room and board fees through the end of the fee period or a lesser fee as determined by the University.

A request to cancel a Student Housing License Agreement during the License Term that is made less than thirty (30) days prior to the date that the Licensee intends to vacate the facilities will require that a prorated amount be assessed for each day of notice that is less than the required 30 days. In the event that the request is not approved, the Licensee will owe the amount due under the full fee period of the License Agreement.

### XII. REVOCATION OF LICENSE AGREEMENT

A) University may revoke this License Agreement upon the following conditions:

1. In the event of misconduct as listed in 41301, Title V, California Code of Regulations;
2. Failure of Licensee to maintain status as a student at University;
3. Licensee's breach of any term or condition of this License Agreement, including failure to pay required fees;
4. Administrative necessity of University;

B) University shall provide Licensee not less than a three-(3) day written notice in the event of an occurrence as described in Subsection (1), (2), or (3) above and not less than a fourteen-(14) day written notice in the event of an occurrence as described in Subsection (4) above, except in cases of emergency.

C) In the event of occurrence as described in Subsection (2) or (4) above, the Licensee shall owe an amount equal to the prorated charge for each day from the beginning of the License Term through the last day of occupancy, plus any damages to the property as described in 42019, Title V, California Code of Regulations.

D) In the event of occurrence as described in Subsection (1) or (3) above, except as noted in 42019, Title V, California Code of Regulations, the Licensee may be determined to owe the amount due under the full License Term plus any damages to the property as described in 42021, Title V, California Code of Regulations.

### XIII. ABANDONMENT OR TERMINATION BY LICENSEE

Except as permitted in Section X or XI above, termination of this License Agreement or abandonment of the premises by Licensee may not release Licensee from paying any obligation due the University for so long as University does not terminate Licensee's right to an assigned bed space. In the event of termination or abandonment, Licensee may have the right to be released from this agreement if a suitable replacement is found, pursuant to campus regulations and with consent of University, which consent shall not reasonably be withheld.



#### XIV. DESTRUCTION OR UNAVAILABILITY

In the event the bed space is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this License Agreement is made, Licensee shall be entitled to a pro-rata refund of any fees applicable to periods after Licensee was required to vacate. Such conditions include but are not limited to damage caused by floods, slides, fire, earthquake, other natural disasters, vandalism, civil disorder, compliance with state or federal law, unanticipated interruption of basic services, or a drop in the rate of space cancellations not reasonably foreseen by University, if such drop results in an over-booking of available housing facilities.

#### XV. INTERRUPTION OF SERVICES

The University shall not be liable to Licensee(s) or to any other person in damages or otherwise, nor shall the University be in default under this Agreement for any interruption or reduction of utilities or services caused by someone other than the University, or by the University due to circumstances beyond the University's reasonable control.

#### XVI. REFUNDS

University shall authorize refunds only as provided for in Title V (and the Housing Facility Rules & Regulations). Refunds on any money owed by the University may take two to three weeks from cancellation date. Payments made in the form of check, cash, credit card or E-check will be refunded by the Housing office. Payments made by Financial Aid will be refunded by the Bursars' Office.

#### XVII. VACATING THE STUDENT HOUSING FACILITY

Licensee shall vacate the student housing facility to which the Licensee is assigned on the expiration of the License Term or upon revocation of this Agreement, whichever occurs first. Any Licensee who does not vacate the student housing facility as required by this section shall be evicted in the manner provided by the laws of the State of California. The matter shall be referred to the CSU Office of General Counsel for appropriate legal action.

#### XVIII. SALE OR DISPOSTION OF PROPERTY

Any property of the Licensee remaining in the student housing facility may be removed and stored by the campus at the expense and risk of the Licensee and will be disposed of pursuant to the laws of the State of California as outlined in Title V. Section 42375, entitled Care, restitution, Sale or Destruction of Lost Property, and Section 42376, entitled Proceeds of Sale.

#### XIX. TREATMENT OF INDEBTEDNESS

Failure of Licensee to satisfy the financial obligations of this License Agreement may result in one or more of the following:

- A) Imposition of a late fee;

## 2018-2019 Terms and Conditions Student Housing License Agreement

- B) Revocation of the License Agreement;
- C) Eviction;
- D) Withholding of University services pursuant to 42380, et seq, Title V, California Code of Regulations. This would include 1) Withholding official transcript 2) Denial of registration 3) Holds being placed on grades, registration, financial aid, and transcripts. Hold releases will not be issued unless proof of incoming payment is provided such as 1) official Financial Aid documenting of incoming funds 2) official bank receipt showing a purchase of a cashier's check or money order in the full amount past due
- E) Offset of paychecks, loans, grants, or scholarship payable through the University, and/or state income tax refunds or rebates;
- F) Legal action to collect unpaid obligations.
- G) Submission of the debt to a collection agency will result in negative credit information being reported to credit bureaus. If any of these collection steps are necessary, the debtor will be held liable for any attorney fees, court costs, and any other collection costs that may occur.

### XX. RIGHT OF ENTRY

University shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purpose. University shall exercise these rights reasonably and with respect for Licensee's right to be free from unreasonable searches and intrusions into study or privacy. The University shall give Licensee(s) reasonable notice of its intention to enter the Premises and shall enter only during normal business hours. Normal business hours shall be defined as 7:00 AM to 7:00 PM, Monday through Saturday. Licensee(s) may not place any unreasonable restrictions upon such entry. If, however, the University reasonably believes that an emergency exists (such as a fire or flood) which requires immediate entry, such entry may be made without prior notice to Licensee(s). If the Premises or the building in which the Premises are located is required by any government agency, lender or insurer to undergo repairs or alterations Licensee(s) agrees to cooperate fully with the University so that all such repairs or alterations are made in as expeditious and efficient a manner as possible.

Fire Hazard Inspection: The Fire Marshal or a representative may conduct inspections for fire hazards once a year and may return for spot inspections once a term, Licensee may be given at least 24-hour notice and must grant access for these inspections.

### XXI. VISITORS AND GUESTS

Licensee shall permit no visitors or guests to enter their assigned living space, except as permitted by Section 1.19 Guests of the Housing Facility Rule & Regulations Guide.

## 2018-2019 Terms and Conditions Student Housing License Agreement

The University reserves the right to deny access to any guest whose behavior is deemed inappropriate.

### XXII. INSURANCE

A) During the period covered by this License Agreement, Licensee is required to carry sufficient health and accident insurance and provide verification of coverage. Health insurance plans are not available for purchase through the University.

B) University has no insurance to cover the personal or property damage of Licensee. Residents are advised to carry sufficient personal insurance on their property and to protect them from liability to avoid loss due to fire, flood, theft, personal injury or injury to others, or other casualty. University will not be financially responsible for replacement of any items or for Residents' liability unless as direct and proximate result of University's negligence.

C) During the period covered by this License Agreement, Licensee is required to carry sufficient renters and accident insurance and provide verification of coverage.

### XXIII. UNIVERSITY LIABILITY

University does not assume responsibility for the loss, damage, or destruction of any personal property kept in the licensed space or on housing property. Licensee releases and agrees to indemnify and hold harmless the University from and against any and all claims, demands and/or causes of action related to any accident, casualty or event that may occur on housing property involving Licensee and/or any guest or invitee of Licensee.

### XXIV. NON WAIVER

The waiver of any breach of a term or condition of this License Agreement shall not constitute a waiver of any subsequent breach.

### XXV. TAXABLE POSSESSORY INTEREST

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

### XXVI. ASBESTOS DISCLOSURE

Prior to the 1980's, asbestos was a common component of materials used in the construction of hospitals, schools, offices, industrial construction and residential buildings. Under certain circumstances, the presence of asbestos in buildings may pose a health risk to the occupants. In order to ensure that the public is informed of these risks, the California legislature adopted Assembly Bill 3713, which requires, among other things, that the owner of a building constructed before 1979 inform tenants of the presence of Asbestos Containing Materials

## 2018-2019 Terms and Conditions Student Housing License Agreement

(ACM) in the building. The current definition in the statute is that ACM comprises construction materials containing “More than one-tenth of one percent asbestos by weight”.

We believe that ACM may exist in the community.

The mere presence of undisturbed and non-friable ACM in a building does not present a health hazard. Exposure to airborne asbestos fibers can cause asbestos-related diseases. Asbestos is listed under Proposition 65 as a chemical known to the State of California to cause cancer. To comply with Proposition 65, the University has posted notices in the building. There are uncertainties about the level of exposure, which can cause disease. If you wish to obtain further information regarding potential health risks or impacts of asbestos, please contact your local or state public health agencies.

Asbestos can release fibers if disturbed. Certain general procedures and handling restrictions are necessary when dealing with ACM. It is important that the materials not be moved, drilled, bored, sanded, cored, broken or otherwise disturbed in order to prevent and minimize potential release of asbestos fibers. Such activities may present a health risk and should not be attempted by any person who is not trained in the handling and disposal of ACM.

### XXVII. MOISTURE, MOLD AND MILDEW

Due to coastal and other conditions, Licensee hereby acknowledges that there is a likelihood of developing moisture, mold or mildew at the premises. Licensee further acknowledges that his/her maintenance practices may create or increase the level of moisture, mold and mildew at the premises.

Licensee agrees to examine, clean and maintain the premises regularly in order to keep it free of any moisture, mold or mildew. Licensee further agrees to immediately notify the University in writing in the event Licensee notices the development of moisture, mold and mildew at or about the premises.

Furthermore, Licensee agrees to defend, hold harmless and indemnify University from any claim, cause of action or complaint by a third party (i.e. a person who is not a party to this License Agreement) relating to any personal injury, property damage, or other damage alleged to have been caused, entirely or in part, by exposure to moisture, mold and/or mildew due to any negligent act or omission on the part of the Licensee.

Licensee acknowledges that he/she is satisfied that the premises are safe and free from moisture, mold and/or mildew at the time Licensee takes possession. Licensee further agrees that it is the sole responsibility of Licensee to take reasonable measures to ensure that the demised premises remains free of moisture, mold and mildew at all times.

## 2018-2019 Terms and Conditions Student Housing License Agreement

Licensee acknowledges that it is necessary for Licensee to provide appropriate climate control, keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Licensee agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Licensee agrees not to block or cover any of the heating and ventilation ducts in the Unit. Licensee also agrees to immediately report to the University: (i) any evidence of a water leak or excessive moisture in the Unit, as well as any storage room, garage or other common area; (ii) any evidence of mold, or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area, or that returns after cleaning the area; (iii) any failure or malfunction in the heating or ventilation system in the Unit; and (iv) any inoperable doors or windows. Licensee further agrees that Licensee shall be responsible for damage to the Unit and Licensee's property as well as personal injury to Licensee and Occupants resulting from Licensee's failure to comply with the terms herein.

### XXVIII. SUSTAINABILITY

Residents are expected to contribute to a sustainable environment through education of waste practices and reduction of carbon footprint. Sustainability and recycling information can be found in the SF State Residential Community Living Standards.

**SF STATE UNIVERSITY HOUSING**  
**2018-2019 STUDENT HOUSING LICENSE TERMS & CONDITIONS**  
**PART 2 – FEE PAYMENT INFORMATION & SCHEDULE**

PLEASE READ CAREFULLY AND RETAIN FOR FUTURE REFERENCE. The following contains information concerning payment procedures, payment amounts, and payment due dates. The Fee Payment Schedule that follows contains the academic year cost for the Installment Plan.

1. **MAKING PAYMENTS:** Payments are to be submitted directly to the University Housing office, or can be mailed to: SF State University Housing Office, Mary Ward Hall, 800 Font Boulevard, San Francisco, California 94132. Checks and money orders must be made payable to “SAN FRANCISCO STATE UNIVERSITY” or “SF STATE” and should contain the Licensee’s name and University ID number. It is the responsibility of Licensee to ensure all payments are made according to the established due dates. During the academic year, any notices or information regarding Licensee’s account will be sent to the Licensee’s on-campus address or to the Licensee’s SF State email address.

2. **INSTALLMENT PAYMENT PLAN:** Licensee shall be responsible for payment of fees for the entire License Term. The Initial Payment (Installment #1) of \$300 must be submitted with this Student Housing License Agreement. It is not possible to defer the Initial Payment (Installment #1) due with License Agreement (see Financial Aid Payment Plan below).

**INSTALLMENT DUE DATES:** All subsequent Installment Payments are due by the first of each month starting with Installment #2 due on September 1, 2018. The last payment, Installment #9 is due on April 1, 2019. All installment payments must be RECEIVED by the due date specified. After the 5<sup>th</sup> calendar day of the month, a \$20 Late Payment Fee will be charged to the Licensee’s account for each late installment. Payment amounts are indicated on the Fee Payment Schedule.

3. **FINANCIAL AID PAYMENT PLAN:** As per Title V of the California Code of Regulations, § 668.165, an institution may use Title IV, HEA program funds to credit a student's account at the institution to satisfy current charges for (i) board, if the student contracts with the institution for board; and (ii) room, if the student contracts with the institution for room. The Initial Payment (Installment #1) is not covered by Licensee's financial aid award and must be submitted with this License Agreement. Each semester, the equivalent of four (4) Installment Payments are deducted from Financial Aid disbursement(s) and applied toward the housing balance. Amounts are indicated on the Fee Payment Schedule. If student is receiving Financial Aid and has Housing charges due for the semester, student may not opt out of having Housing charges deducted from Financial Aid disbursements.

**ACCEPT ENOUGH FINANCIAL AID:** The Licensee must accept enough financial aid to cover all academic year costs or be prepared to pay the difference not covered by financial aid according

## 2018-2019 Terms and Conditions Student Housing License Agreement

to the Installment Payment Plan. If Licensee declines any part of their financial aid award offer (i.e. the student and/or parent loan program) they will be responsible for paying the amount declined and/or not covered by their disburseable financial aid award. If the financial aid disbursement(s) are less than the total amount due for the year or if financial aid status cannot be verified and/or Housing is unable to collect Licensee's financial aid award, Licensee is responsible for the full amount of the License Agreement balance and must make payments according to the Installment Payment Plan. In most cases, state and federal grants will not cover Licensee's total housing cost per semester. Licensees can check their financial aid status via their SF State Gateway.

**FINANCIAL AID ELIGIBILITY:** Some charges included in the Housing costs are not Financial Aid eligible, meaning that at no time will Financial Aid funds cover these costs directly. These include SECURITY DEPOSIT (\$200), ACTIVITY FEE (\$30), INSTALLMENT FEE (\$40) and NON REFUNDABLE APPLICATION FEE (\$30). Other possible charges are also not Financial Aid eligible, including CONDUCT FEE, PARKING FEE, DAMAGE FEE, and LATE FEE.

**4. LATE PAYMENTS:** Licensee(s) and The University agree that The University will sustain costs and damage as a result of any late payment of rent but that it will be extremely difficult to determine with specificity the actual amount of that damage. Therefore, Licensee(s) agrees to pay, as additional rent, a late charge equal to \$20.00 for any payment of rent not received by The University within five calendar days of the Due Date. The parties agree that this late charge represents a fair and reasonable estimate of the costs and damages that The University will incur by reason of late payment by Licensee(s). The provision for payment of a late charge does not constitute a grace period and The University may serve a 3-Day Notice to Pay Rent or Quit on the day after the Due Date. The University and Licensee(s) agree that Licensee(s) paying rent five days after the Due Date on three separate occasions within any twelve-month period shall constitute habitual late payment of rent and may be considered a just cause for eviction.

Late payments can also result in a temporary meal plan holds. This hold will impact the Licensee's ability to utilize their meal plan until past due obligations have been paid in full, or until proof of a future Financial Aid disbursement is provided. There will be no proration to meal plan installment charges during temporary holds.

**5. RETURNED CHECKS:** In the event that Licensee(s) makes any payment required hereunder with a check which is not honored by the bank on which it is drawn for any reason, Licensee(s) agrees to pay an additional sum as defined by the University as a reimbursement of the expenses incurred by the University. A dishonored check shall constitute late payment of rent and shall be subject to late charges as outlined above. Such charges shall be immediately due and payable upon notice to Licensee(s). A returned cash equivalent or check must be redeemed by guaranteed funds. Failure to pay the charges immediately shall constitute a default under the terms of this Agreement. The University reserves the right to demand payment of rent by certified funds, cashier's check or money order for all future payments in the event of any such

**2018-2019** Terms and Conditions Student Housing License Agreement

returned check or any other monetary default by Licensee(s) and rent tendered in any other form may be refused by The University. Nothing in this paragraph shall limit other remedies available to The University as a payee of a dishonored check. The University and Licensee(s) agree that three returned checks in any nine-month period shall constitute frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

6. FAILURE TO PAY: Pursuant to Civil Code Section 1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations, such as your financial obligations under the terms of this Agreement.

7. UNIVERSITY FEE PAYMENT DEADLINE: The San Francisco State University Bursars Office will post Fee Payment Deadline dates on the Academic Year schedule. Housing charges will be included during Fee Payment Deadlines, requiring that all past due charges must be paid in full. Only past due Housing charges will be included during Fee Payment Deadlines. Housing charges that are posted on the Licensee's Student Account with future due dates will not be included during Fee Payment Deadlines. Failure to pay all past due Housing charges on the scheduled Fee Payment Deadline dates will result in the Licensee being dropped from all currently registered classes.

8. GATOR DOLLARS: "Gator Dollars" is the University currency. Housing does not provide Gator Dollars. Gator Dollars may be used in residential dining areas, vending machines and laundry machines (except in UPS/UPN) as marked. Gator Dollars may be added to student account by the student at any time using an add-value machine or the Bursar's online system. Gator Dollars are not refundable for cash.

9. RESIDENT ACTIVITY FEE: A \$30 optional Resident Activity Fee (non-refundable after opening day) included with the first installment payment entitles Licensee access to educational and social programs sponsored by the residential community.





**SF STATE HOUSING**

800 Font Boulevard, Mary Ward Hall,  
 San Francisco, California 94132-4036  
 Phone: 415/338-1067 • Fax: 415/338-6219  
 housing.sfsu.edu • housing@sfsu.edu

**Fee Schedule Academic  
 Year 2018-2019**

<i>SF State Housing costs based on building, room type and meal plan (if applicable). Installments are due by the 1st of each month, September through April, and are considered late after the 5th.</i>			Initial Payment	8 Installments	Total	
Building	Room Type	Meal Plan				
<b>RESIDENCE HALLS</b> Double Occupancy Two Licensees per Room		7-Day	\$300	\$1,723	\$14,084	
		5-Day	\$300	\$1,662	\$13,596	
		336 Block	\$300	\$1,731	\$14,148	
		240 Block	\$300	\$1,687	\$13,796	
<b>TOWERS AT CENTENNIAL SQUARE</b>	<b>JR. SUITES</b> Two Licensees per Room	7-Day	\$300	\$1,831	\$14,948	
		5-Day	\$300	\$1,770	\$14,460	
		336 Block	\$300	\$1,839	\$15,012	
		240 Block	\$300	\$1,795	\$14,660	
	<b>ONE BEDROOM</b> Two Licensees per Apartment	7-Day	\$300	\$2,172	\$17,676	
		5-Day	\$300	\$2,111	\$17,188	
		336 Block	\$300	\$2,180	\$17,740	
		240 Block	\$300	\$2,136	\$17,388	
	<b>TWO BEDROOM</b> Five Licensees per Apartment	<b>DOUBLE</b>	7-Day	\$300	\$1,964	\$16,012
			5-Day	\$300	\$1,903	\$15,524
			336 Block	\$300	\$1,972	\$16,076
			240 Block	\$300	\$1,928	\$15,724
		<b>TRIPLE</b>	7-Day	\$300	\$1,782	\$14,556
			5-Day	\$300	\$1,721	\$14,068
			336 Block	\$300	\$1,790	\$14,620
			240 Block	\$300	\$1,746	\$14,268
<b>VILLAGE AT CENTENNIAL SQUARE</b>	<b>DOUBLE OCCUPANCY</b> Five Licensees per Apartment	7-Day	\$300	\$1,880	\$15,340	
		5-Day	\$300	\$1,819	\$14,852	
		336 Block	\$300	\$1,888	\$15,404	
		240 Block	\$300	\$1,844	\$15,052	
	<b>DOUBLE+ OCCUPANCY</b> 4 or 5 Licensees per Apartment	7-Day	\$300	\$2,076	\$16,908	
		5-Day	\$300	\$2,015	\$16,420	
		336 Block	\$300	\$2,084	\$16,972	
		240 Block	\$300	\$2,040	\$16,620	
	<b>SINGLE OCCUPANCY</b> Five Licensees per Apartment	7-Day	\$300	\$2,274	\$18,492	
		5-Day	\$300	\$2,213	\$18,004	
336 Block		\$300	\$2,282	\$18,556		
240 Block		\$300	\$2,238	\$18,204		
<b>UNIVERSITY PARK NORTH/SOUTH</b> No Meal Plan Included	<b>FURNISHED</b>	Double Occupancy	\$300	\$1,433	\$11,764	
		Single Occupancy	\$300	\$1,601	\$13,108	
	<b>UNFURNISHED (UPN ONLY)</b>	Double Occupancy	\$300	\$1,102	\$9,116	
		Single Occupancy	\$300	\$1,232	\$10,156	

**SF STATE UNIVERSITY HOUSING**  
**2018-2019 STUDENT HOUSING LICENSE TERMS & CONDITIONS PART 3 –**  
**HOUSING FACILITY RULES AND REGULATIONS**

**1.01a Alcohol Possession, Common Sources, Sale and Manufacturing:** The use of alcoholic beverages must be in compliance with California State Law and is limited to those persons 21 years of age or older. Residents under the age of 21 are not permitted to host in their room guests or residents of any age who are in possession of alcohol. Residents over the age of 21 who host guests or residents under the age of 21 in their rooms will have their alcohol emptied out and all nonregistered guests will be asked to leave the residential community. Kegs and other similar oversized “common source” containers are expressly prohibited in or around the Residential Community. Possession of a keg or accumulation of alcohol deemed as “common source” may result in termination of the License Agreement. Manufacturing and/or sale or transfer of alcohol is prohibited in the Residential Community.

**1.01b Alcohol Paraphernalia:** Possession of alcohol paraphernalia (empty bottles, cans, shot glasses, cocktail shakers, etc.) connote alcohol consumption and are therefore not permitted in Residential Community buildings by residents under the age of 21. Drinking games (water pong, kings cup etc.) are considered alcohol paraphernalia and promote irresponsible drinking behavior and therefore are not permitted in the residential community unless it is a recognized educational program sponsored by the University or its affiliates.

**1.01c Alcohol Hospitalization:** Residents requiring hospitalization related to alcohol use or consumption will be required to submit to a clinical assessment and review of support measures.

**1.01d Alcohol Consumption and Other Use:** The use of alcoholic beverages must be in compliance with California State Law and is limited to those persons 21 years of age or older. Alcoholic beverages may not be consumed in public areas (any area outside student rooms). Returning to the residence community under the influence of alcohol or in a manner that negatively impacts the community is prohibited.

**1.02 Bicycles, Hover-boards, Skates, Scooters and Skateboards:** Bicycles, skates, scooters and skateboards must be kept in designated areas and may be confiscated if left or ridden in unauthorized areas. Hover-boards are not allowed to be stored inside the residential community.

**1.03 Building Exterior:** Posting of unapproved signs or erecting of antennas or any other object on the exterior of buildings is prohibited and may violate the University’s Time, Place, and

## 2018-2019 Terms and Conditions Student Housing License Agreement

Manner policy. No alteration which affects the building's appearance shall be permitted without prior written approval.

**1.04 Candles, Flammable Materials, Incense and Open Flames:** In accordance with California State Fire Codes, open flames are prohibited. Possession or burning of flammable materials is prohibited inside the residential community. No fuel powered motor vehicles or associated parts are permitted within residential community for use, maintenance, repair, or storage.

Arrangements may be made for special purposes that may require use of an open flame through the Director of Residential Life or designee.

**1.05 Circuit Breaker Panel:** In spaces containing a Circuit Breaker Panel, all items must be kept away from the wall (3 ft. minimum) and shall not block the Breaker Panel.

**1.06 Commercial Solicitation, Advertising, Promotion and Transactions:** Commercial solicitation, advertising, publications, and commercial transactions are prohibited in all areas. Unapproved solicitation, filming, or publicity is prohibited in or around the residential community. This regulation extends to all forms of technology [video cameras, camera phones, etc.] used in filming or photography for commercial use or publication.

**1.07 Conduct Expectations:** Violations or attempted violations of the Student Housing License Agreement may result in revocation of the License Agreement and other disciplinary and/or administrative action. Licensees may be held responsible, under the current License Agreement, for policy violations occurring during prior license periods. Licensees are held responsible for their own actions and those of their guests and for soliciting or assisting another's involvement in any residential community or University policy violations.

**1.08 Cooking:** All RH and Towers Jr. Suites cooking must be confined to the kitchen in Mary Park Hall. All TCS, VCS, UPN, and UPS cooking must be confined to the apartment kitchen. Cooking without approved electrical devices is not permitted in RH and Towers Jr. Suites rooms, apartment bedrooms or elsewhere within the facilities. Cooking with a charcoal grill on the patio at UPS is permissible so long as the grill is 10 feet away from the building and used coals are disposed of properly.

**1.09 Dangerous Devices:** Possession, use or threatened use of firearms, ammunition, explosives, firecrackers, hunting knives, dangerous chemicals, or any other objects as weapons on University property except as expressly authorized by law or University regulations is prohibited. Misuse of personal defensive devices (e.g., mace, pepper spray, electroshock weapons, etc.) is prohibited. Misuse of laser pointers is prohibited. Air weapons are considered "near lethal" and as such are not allowed on campus. Possession of air soft weapons is grounds for termination of License Agreement.

## 2018-2019 Terms and Conditions Student Housing License Agreement

**1.10 Dining Center:** No food, dishes, or utensils shall be taken from the City Eats Dining Center. Meals may not be shared or transferred. Disorderly conduct is not permitted. Being found responsible for initiating or participating in a food fight is grounds for termination of License Agreement and/or restitution for loss and damages.

**1.11 Drugs:** The regulations governing drugs in the residence community are in accordance with State and Federal laws.

**1.11a Drug Sale or Manufacturing:** Sale or manufacturing of any illegal or controlled substance or of prescription drugs other than for the person to whom they are prescribed, is prohibited in the residential facilities and on campus and may lead to License Agreement revocation.

**1.11b Drug Possession and Paraphernalia:** Possession or use of any illegal, and/or controlled substance, and/or prescription drug other than the person prescribed as well as drug paraphernalia used to consume said drugs is prohibited in the residential community. Drug paraphernalia includes 'bongs', pipes, and/or other devices that may be used to facilitate the consumption or use of illegal drugs. Possession of medical marijuana cards are not recognized on campus and in the residential facilities.

**1.11c Drug Hospitalization:** Residents requiring hospitalization related to drug use or consumption will be required to submit to a clinical assessment and review of support measures.

**1.11d Drug Use or Consumption:** Use of any illegal or controlled substance or abuse of prescription drugs other than their intended purpose for the person to whom they are prescribed, is prohibited in the residential facility and on campus. Use of marijuana is not permitted on campus. Returning to the residence community under the influence of drugs is prohibited.

**1.12 Electrical Appliances:** All appliances or electrical devices should be compatible with 110 volts 60 cycle AC and be UL approved. Surge protectors are permitted and encouraged. Extension cords, power strips, and multi plug adapters are prohibited. Appliances with open heat sources and no thermostat control (i.e., toaster oven, portable heaters or heat plates, etc.) are prohibited. Halogen lamps are also prohibited.

**1.13 Eligibility:** Licensee must be enrolled as a student at San Francisco State University and meet the following requirements or result in revocation of the License Agreement. Any individual convicted of a felony and/or crime demonstrating violent, anti-social behavior will be denied permission to use Housing facilities:

- RH, TCS, VCS buildings A, B and C: Licensee must be currently enrolled in 15 or more semester units of instruction and typically are first year freshman.

## 2018-2019 Terms and Conditions Student Housing License Agreement

- UPN and UPS: Licensee must be currently enrolled in 15 or more semester units or 9 semester units for graduate students and typically are non-freshman undergraduate and graduate students.

**1.14 Fire Alarm and Drills:** Fire drills will be held periodically to ensure Licensees are familiar with the alarm and the emergency building evacuation plan. All persons must leave the building whenever a fire alarm sounds.

**1.15 Fire Safety Equipment:** Licensee acknowledges the Premises are equipped with operable smoke detectors. Tampering with fire equipment, activating false alarms, creating a fire hazard, or reckless burning, including the use of firecrackers is cause for immediate termination of License Agreement.

**1.16 Gambling:** Gambling is prohibited in the residential communities unless it is a University sponsored event.

**1.17 Guests:** A “guest” is defined as any person visiting a community space, apartment or room who is not an assigned resident of the University residential community. A “host” is defined as an assigned resident of the University residential community who allows a guest access to said residential facilities and the spaces therein. Licensees are required to check guests in and out at the community desk before entering or exiting the community. Licensees (Hosts) must accompany their guests at all times within the residential community (or University owned facilities) and are accountable for the conduct of their guests. Licensees are to obtain their roommates permission prior to hosting an overnight guest. Arrangements for extended overnight stays (more than two nights) are at the discretion of the Area Coordinator or designee.

An approved guest is permitted to stay free of charge for two nights in any one calendar month. If a Licensee (Host) has a guest who stays more than two nights in one calendar month, a daily rate may be charged. Arrangements for extended overnight stays and withdrawal of guest privileges are at the discretion of the Area Coordinator.

**1.18 Harassment and/or Retaliation:** Abusive behavior directed toward any member of the campus community deemed sufficiently severe, persistent, or pervasive is prohibited. Abusive behavior directed toward an individual and based on a protected status may be subject to CSU Executive Order 1096 and/or 1097.

**1.19 Keys:** Licensees must use their individually issued keys and/or access card or GatorPass to access secured residential areas and maintain possession of their keys at all times. All keys remain the property of the university and must be returned upon the Licensee’s check-out. Licensees are not allowed to duplicate, loan, sell, or transfer any university issued key or access card or Gator Pass for the purpose of allowing any other person access to or use of facilities.

**1.20 Locks:** Licensee(s) shall NOT change any lock or place additional locking devices upon any door or window of the Premises without the prior written consent of the University. Keys to the Premises are the exclusive property of the University. Licensee(s) shall not consign keys to the Premises to any other person without the University's written consent. In the event keys to the Premises are lost, Licensee(s) shall be liable for the entire cost of all key and lock replacement, at the discretion of The University, as required for the security of the Premises, the building and its occupants. All keys must be returned to The University when Licensee(s) vacates. Licensee(s) shall be charged for the cost of new locks and keys if all keys are not returned.

**1.21 Network Policy:** Connections to the residential community wireless and ethernet network must abide by the University's and Apogee's Acceptable Use Policy. Violations of the Acceptable Use Policy or Copyright Law may result in loss of network privileges. For more information, please visit: <https://its.sfsu.edu/guides/copyright-law>.

**1.22 Noise Policy and Quiet Hours:** A community member's right to a peaceful environment conducive to academic study supersedes a community member's right to make noise. Therefore, the use of amplified equipment in residential community buildings, with the exception of stereos, or any disruptive level of noise is prohibited at all times. Residents may be requested to diminish noise as a courtesy at any time.

- In MPH, MWH, TCS, and VCS: Quiet Hours (the level of noise should be low enough to be conducive to serious study) are in effect from 11:00pm-9:00am Sunday through Thursday, and from 12:30am-9:00am Fridays, Saturdays, and nights preceding holidays. During final exam and study periods, 24-Hour Quiet Hours will be enforced.
- In UPN/UPS: Quiet Hours (the level of noise should be low enough to be conducive to serious study) are in effect from 10:00 pm-8:00am daily.

**1.23 Parking:** (If available and assigned): Licensees shall park in their assigned place only and shall not permit visitors to use parking facilities. Licensees must display the SF State University parking permit at all times to park in assigned stall. Only vehicles may be parked in garage/parking areas. Motorcycles, motor-driven cycles and bicycles, etc., shall not be stored in/on patios, or other non-parking areas.

- The carport, when provided, shall be used only for the storage of Licensee's passenger automobile, but in no event shall it be used for performing maintenance on or repairs to an automobile, or for the storage of any property which is perishable, inflammable, subject to being infested by pests, or which is likely to cause damage or injury.
- Licensee shall only park clean, operable, passenger automobiles in a good state of repair. Licensee shall pay for all costs of cleaning and removal of leaking motor oil, transmission and brake fluids, antifreeze, auto lubricants and any other items which shall be required by SF State University to be removed from parking stall.

**1.24 Pets:** Fish in an aquarium under 10 gallons are permitted. All other pets, and aquariums over 10 gallons, are prohibited. Pet prohibitions apply to all mammals, reptiles, birds, and insects.

**1.25 Relations:** Any Licensee who by virtue of their behavior, shows an inability to live in a group setting, will be asked to leave the residential community or commit to corrective actions which may involve the intervention of other sources as prescribed by the Director of Residential Life or their designee. Acts of aggression violate California statutes as well as Title V of the California Code of Regulations, Section 41301, and are prohibited.

**1.26 Roommate and Community Expectations:** In accordance with residential community policies, all Licensees are expected to consistently demonstrate the ability and willingness to maintain reasonable relationships with their roommates and neighbors. Licensees who anticipate or observe violations of residential community policies are expected to remove themselves from participation and are encouraged to report the violation to staff. Licensees and/or their guests who are present during any residential community policy violation are considered involved via condoning, supporting, and/or encouraging the policy violation, and will be held responsible for the violation.

**1.27 Roof, Ledges, and Windows:** Licensees are not allowed on roofs, including carport roofs, or allowed to climb up the sides of buildings, or to be on the ledges of the buildings. Windows are not to be used as entrances or exits for people or other objects. Tampering with windows or screens and sitting on windowsills is prohibited. Nothing is to be placed, stored, or exhibited on the ledges of the buildings or carport roofs. Removal of window screens is prohibited. Nothing is to be thrown, dropped or spilled from roofs, ledges, or windows. Throwing objects from windows may result in termination of License Agreement.

Windows in the residential community are visible to the greater University community and may be considered signage subject to the University Time, Place, and Manner policy.

**1.28 Room, Apartment, and Common Area Furnishings and Storage:** All room/apartment and common area furnishings must remain in designated areas at all times and may not be placed in storage or in outdoor areas. Upon checkout, Licensee is expected to return residential community furniture to its original arrangement. Removal of state property from University buildings is prohibited. In UPN and UPS, Residents shall not leave personal property in the common areas. UPS patios are not intended for storage. All weather/outdoor patio furniture, grills, bikes, and plants may be kept on designated patios in UPS. Any items deemed by Housing to be a visual detraction from the property or pose a potential health and safety concern may be removed at resident's expense and/or properly disposed. Personal property may not inhibit pedestrian ingress/egress. In unfurnished bed spaces, Licensee is expected to remove all personal furniture upon checkout and return the unit empty of furnishings.

**1.29a Safety:** Licensees are expected to avoid endangering or causing to be endangered (directly or indirectly) the safety of any person.

**1.29b Safety Hospitalization:** Residents requiring hospitalization due to safety concerns may be required to submit to a clinical assessment and review of support measures.

**1.30 Smoking:** San Francisco State University, including the residential community (rooms/apartments and common areas) is a smoke-free and vapor-free environment including electronic cigarettes and vape pens, which are not allowed to be stored or smoked in the residential community.

**1.31 Social Gatherings:** Social gatherings that are deemed by the University to be unsafe, disruptive, or in violation of University, Housing, or Residential Life policies (e.g. parties) are prohibited.

**1.32 Sports Equipment Use:** The use of sports equipment, such as balls, Frisbees, skateboards, rollerblades, scooters, and roller skates are prohibited within the residential community buildings.

**1.33 Residential Life/Staff Requests:** Residents are expected to comply with reasonable requests from any Residential Life and/or University staff. Uncooperative behavior e.g. providing false information, and/or failure to identify oneself to University officials or law enforcement officers acting in the performance of their duties is prohibited.

**1.34 Theft/Burglary:** Unauthorized entry into, unauthorized use of, or misuse of campus property or property owned, rented, or leased by a member of the campus community, and/or theft of, or intentional damage to, campus property or property in the possession of or owned by a member of the campus community may result in termination of License Agreement. The University does not assume legal obligation for damage, theft or loss of personal property. Residents are encouraged to obtain appropriate insurance.

**1.35 Waterbeds:** Waterbeds are not permitted.

## 2.0 CONDUCT SYSTEM

**2.01 Conduct Procedures:** Residential Life conduct procedures are limited to administrative actions, and as such, do not automatically affect a Licensee's student status. If a Licensee's conduct warrants referral for more stringent University action, the Office of Student Conduct will formally advise the Licensee of that process as outlined in CSU Executive Order 1098.



## 2018-2019 Terms and Conditions Student Housing License Agreement

Housing sanctions may include formal warnings, reassignment of bed space, probation, community service projects, and/or termination of the Student Housing License Agreement.

**2.02: Attendance at Appointments:** Attendance at scheduled administrative appointments is mandatory. Licensees who fail to make or keep a required appointment are subject to termination of the Student Housing License Agreement. Violations of probationary or warning letters also subject a Licensee's Student Housing License Agreement to termination.

**2.03 Conduct Administrative Fee:** A \$20.00 administrative fee may be assessed per incident to residents found responsible for violations of their License Agreement.