

SF STATE UNIVERSITY HOUSING SUMMER 2017 STUDENT HOUSING LICENSE AGREEMENT TERMS & CONDITIONS PART 1 - AGREEMENT

I. AGREEMENT

This License Agreement, hereinafter “Agreement” or “License”, is entered into for the entire Summer 2017 between the Trustees of the California State University by 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 University in accordance with the Fee Payment Schedule which accompanies this Agreement (Part 2).

License Term: Licensee understands this Agreement is for one of the following Summer 2017 License Terms and he/she is obligated to meet fully the financial obligations outlined herein. The Summer 2017 term begins the day after Spring semester move out, Friday, May 26, 2017, and ends the day after the last day of Summer session, Saturday, August 12, 2017 for all Licensees unless sooner terminated under the provisions of this License Agreement. In addition, a SUMMER ADDENDUM will be available from Friday, May 26, 2017 to Saturday, June 3, 2017 for current Spring residents who will continue as summer session residents. A second SUMMER ADDENDUM will be available from Sunday, August 13, 2017 to Friday, August 18, 2017 for Summer residents who will continue as Fall residents.

Residence Halls, hereinafter called “RH”, consists of Mary Ward Hall and Mary Park Hall. Towers at Centennial Square is hereinafter called “TCS”. Village at Centennial Square Buildings A, B, C is hereinafter called “VCS A”, “VCS B”, VCS C”. University Park South is hereinafter called “UPS”. University Park North is hereinafter called “UPN”.

SUMMER SESSIONS TERMS: Summer session accommodations will be TCS two-bedroom apartment, double occupancy. License Terms are as follows:

SESSION R1. The License Terms begin Sunday, June 4, 2017 and ends Saturday, July 8, 2017 unless sooner terminated under the provisions of this License Agreement.

SESSION R2. The License Terms begin Sunday, June 18, 2017 and ends Saturday, August 12, 2017 unless sooner terminated under the provisions of this License Agreement.

SESSION R3. The License Terms begin Sunday, July 9, 2017 and ends Saturday, August 12, 2017 unless sooner terminated under the provisions of this License Agreement.

SESSION R4. The License Terms begin Sunday, June 4, 2017 and ends Saturday, August 12, 2017 unless sooner terminated under the provisions of this License Agreement.

MODIFIED SCHEDULE. Students may request to stay for a minimum of one week. All License

Summer 2017 Student Bedspace Housing License Agreement Terms and Conditions

Terms begin on Sundays. Students may check in on any Sunday between June 4, 2017 and August 6, 2017. All License Terms end on Saturdays. Students may check out any Saturday between June 10, 2017 and August 12, 2017.

Security Deposit: For residents licensed for Summer, a Security Deposit equal to \$100 shall be required at the time of execution of this License. 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, his/her 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 rent 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. Specific assignment of a space shall be made by 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 will only grant Licensees permission to occupy the assigned space during Spring to Summer Transition and Summer to Fall Transition if they meet the requirements and fill out Addendums as follows:

- **SPRING TO SUMMER TRANSITION TERMS:** Spring 2017 License Terms end Wednesday, May 31, 2017 at 8pm. Spring residents who are continuing as Summer 2017 residents may apply for an addendum to stay on campus until the beginning of the Summer License Term.

On Thursday, June 1, all current Spring 2017 residents must begin to transition to their Summer 2017 space. The transition to their Summer 2017 space must be completed by Friday, June 2, 2017 at 5pm. Meals are not included with this Addendum period; residents may purchase meals at the Dining Center beginning Tuesday, May 30, 2017.

Residents will be charged their Spring rate for the period of Friday, May 26, 2017 through Wednesday, May 31, 2017 and will be charged the Summer rate for Thursday, June 1, 2017 through Saturday, June 3, 2017.

- **SUMMER TO FALL TRANSITION TERMS:** Summer 2017 License Terms end Saturday, August 12, 2017 at 10am. All Summer residents who are not continuing as Fall 2017

Summer 2017 Student Bedspace Housing License Agreement Terms and Conditions

resident must vacate by 10am, Saturday, August 12, 2017. Summer residents who are continuing as Fall 2017 residents may apply for an addendum to stay on campus until their Fall move in date. The below dates are TENTATIVE. An update will be sent out prior to move out.

This addendum is for the dates of Sunday, August 13, 2017 to Friday, August 18, 2017 (6 days), in which the resident will be charged the daily rate of their Fall 2017 space.

On Sunday, August 13, 2017, residents continuing to Fall 2017 housing with a paid addendum must transition to their Fall 2017 space. The transition to their Fall 2017 space must be completed by Tuesday, August 15, 2017.

C) Fees for the Meal Plans are collected by University on behalf of the meal services provider, Residential Dining Services. Food services Summer 2017 will begin for breakfast on Tuesday, May 30, 2017, and will end after dinner on Saturday, August 12, 2017, unless terminated sooner under the provisions of this License Agreement. Food services will not be available during the following period of Friday, May 26, 2017 through Monday, May 29, 2017. Specific details concerning meal service are contained in Part 3 Housing Facility Rules & Regulations.

III. 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.

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.

IV. 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/ (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 www.sfsu.edu/~reslife/, and any subsequent amendments.

C) This License Agreement shall not be transferred except as permitted in Section IX. 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 subject the Licensee to a termination of License Agreement. Any attempted subletting or assignment in violation of this provision shall be void.

Summer 2017 Student Bedspace Housing License Agreement Terms and Conditions

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

V. 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.

VI. 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.

All notices and 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 verbal request regardless of the nature of the request shall not waive the requirement for notices and requests relating to security matters. University will make reasonable efforts to keep the building and facilities and the bed space assigned to the Licensee in good working order.

VII. 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.
- B) A request to cancel a reservation less than 30 days prior to the beginning of the licensed term shall include Licensee's statement of reasons. University may grant or deny the request based on the following standards with appropriate verification (see Housing Facility Rules & Regulations Part 3, 3.0):
 - 1. End of student status certification from Registrar's Office required.

Summer 2017 Student Bedspace Housing License Agreement Terms and Conditions

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.

For further details, see Part 3 – Housing Facility Rules and Regulations, sections 3.01 and 3.02.

VIII. CANCELLATION BY LICENSEE AFTER THE BEGINNING OF THE FEE PERIOD

- A) Any Licensee who requests to vacate the student housing facility after the beginning of the licensed term shall give at least a thirty (30) day written notice of intent to vacate and the reason therefore and must meet the following criteria:
- B) University may grant or deny a request to vacate submitted pursuant to Subsection A above. The determination will be based on the following standards, with appropriate verification (see Housing Facilities Rules & Regulations Part 3, 3.0):
 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.
- C) For further details, see Part 3 – Housing Facility Rules and Regulations, sections 3.03 and 3.04.

IX. 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.

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.

X. ABANDONMENT OR TERMINATION BY LICENSEE

Except as permitted in Section VII or VIII 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.

XI. 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.

XII. 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 six to eight weeks from cancellation date.

XIII. 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.

XIV. SALE OR DISPOSITION 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.

XV. TREATMENT OF INDEBTEDNESS

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

- A) Imposition of a late fee;
- 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 meal plan, grades, registration, financial aid, and transcripts.
- 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.

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.

XVI. 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.

XVII. VISITORS AND GUESTS

Licensee shall permit no visitors or guests to enter their assigned living space, except as permitted by Section 1.20 "Guest Conduct" of the Housing Facility Rule & Regulations.

XVIII. 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.

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.

XIX. 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.

XX. 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.

XXI. 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.

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.

- 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 license term, 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) **FINANCIAL AID:** 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. 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.

- 3) **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 and ACTIVITY FEE. Other possible charges are also not Financial Aid eligible, including CONDUCT FEE, PARKING FEE, DAMAGE FEE, and LATE FEE.

- 4) **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 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

Summer 2017 Student Bedspace Housing License Agreement Terms and Conditions

constitute frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

- 5) **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.

- 6) **GATOR DOLLARS:** “Gator Dollars” is the University currency. 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. Housing does not provide Gator Dollars.
 - a. Refunds: Gator Dollars are not refundable for cash after move-in. Housing may approve refund of Gator Dollars ONLY if loss is due to malfunction of vending or laundry machines within the Housing community.

Summer 2017 Student Bedspace Housing License Agreement Terms and Conditions



SF STATE HOUSING

800 Font Boulevard, Mary Ward Hall,
San Francisco, California 94132-4036
Phone: 415/338-1067 - Fax: 415/338-6219

**Fee Schedule
Summer 2017**

Fee Payment Schedule by Summer Session						
* Fees include a \$100 refundable security deposit and a \$15 optional activities fee (non-refundable after move in)						
Building	Room Type	License Terms			Cost	
		Term	Dates	# Weeks	7-Day Meal Plan	5-Day Meal Plan
Towers at Centennial Square	Two-Bedroom Apartment, Double Occupancy Room	R1	Sunday, June 4, 2017 to Saturday, July 8, 2017	5	\$2,117	\$2,044
		R2	Sunday, June 18, 2017 to Saturday, August 12, 2017	8	\$3,318.20	\$3,201.40
		R3	Sunday, July 9, 2017 to Saturday, August 12, 2017	5	\$2,117	\$2,044
		R4	Sunday, June 4, 2017 to Saturday, August 12, 2017	10	\$4,119	\$3,973

Modified Summer Schedule Instructions

To calculate the cost for a modified summer schedule, please follow these directions:

- Choose a Meal Plan;
- Complete the Modified Summer Schedule Fee Calculator (below right), using the Weekly Fee Payment Schedule (below left). A \$100 refundable Security Deposit and \$15 optional activities fee are **NOT INCLUDED** in the weekly rates listed below. Both must be included in the Total Amount Due.

Modified Summer Schedules must meet the following requirements:

- Licensee must stay a minimum of one (1) week.
- Licensee must arrive on a Sunday and depart on a Saturday.
- The first move-in date is Tuesday May 30. The last move-out date is Saturday, August 12. *Modified Summer Schedules are not eligible for Transition Addendums.*

Weekly Fee Payment Schedule				Modified Summer Schedule Fee Calculator			
<i>Building</i>	<i>Room Type</i>	<i>Meal Plan</i>	<i>Weekly Price</i>	<i>Move-In</i>	Sunday	_____	<i># Weeks</i>
Towers at Centennial Square	Two Bedroom Double Occupancy	7-Day Meal Plan	\$400.40	<i>Move-Out</i>	Saturday	_____	_____
		5-Day Meal Plan	\$385.80	<i>Weekly Price: \$ _____ X # Weeks: _____</i>			
Weekly Prices do not include \$115 Security Deposit and Activity Fee				<i>Add \$115 Security Deposit and Activity Fee</i>			
				<i>Total Amount Due: \$ _____</i>			

PART 3 – Housing Facility Rules and Regulations

1.01a Alcohol Possession, Common Sources, Sale and Manufacturing: In the RH, TCS, VCS, UPN and UPS, 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.

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 promoting 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: In the RH, TCS, VCS, UPN and UPS, 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 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: In the RH, TCS, VCS, UPN and UPS, 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). Detectable intoxication by residents under the age of 21 within the residential community is prohibited.

1.02 Bicycles, Hoverboards, Skates, Scooters and Skateboards: Bicycles, hoverboards, skates, scooters and skateboards must be kept in designated areas and their use is not permitted on campus grounds. Bicycles, skates, scooters and skateboards may be confiscated if left or ridden in unauthorized areas. Hover boards are not allowed to be stored inside the residential community. Bicycles kept in the Residential Community must be registered with the Housing Office.

1.03 Building Exterior: Posting of unapproved signs or erecting of antennas or any other object on the exterior of buildings is prohibited. 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.

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 Damages and Repairs: Licensees agree to give reasonable care to their room/apartment and ensure sanitary and safe conditions acceptable to University. Licensees are responsible for the removal of their own trash and recycling to a centralized trash/recycling collection area in their complex. Licensees agree to pay for any damages to University property willfully or negligently caused by the Licensee or the Licensee's guest(s). Licensees are collectively responsible for paying for damages to the

building and for damaged or missing furniture or equipment which occur within common areas, including the Dining Center. If damage in common areas cannot be traced to a specific individual or group but was in substantial part caused by individuals, groups, or invited guests acting from within the residential community, the Licensees of the hall or complex will be charged collectively. Licensees are financially responsible for any damage to their room and furnishings other than normal wear and tear. University is responsible for making all repairs; Licensees are not permitted to make or contract for repairs.

1.10 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. 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.

1.11 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.

1.12a Drug Sale or Manufacturing: In accordance with State and Federal law, 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 facility and on campus and may lead to License Agreement revocation.

1.12b Drug Possession and Paraphernalia: In accordance with State and Federal law, possession of any illegal or controlled substance or prescription drugs other than for the person to whom they are prescribed, is prohibited in the residential facility and on campus. Possession or use of drug paraphernalia is also 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. Any paraphernalia found will be confiscated. Possession of medical marijuana cards are not recognized on campus and in the residential facilities.

1.12c Drug Hospitalization: In accordance with State and Federal law, possession, sale, use, or manufacturing of any illegal or controlled substance or abuse of prescription drugs other than their intended use for the person to whom they are prescribed, is prohibited in the residential facility and on campus. Residents requiring hospitalization

related to drug use or consumption will be required to submit to a clinical assessment and review of support measures.

1.12d Drug Use or Consumption: In accordance with State and Federal law, use of any illegal or controlled substance or abuse of prescription drugs other than their intended use 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 and medical marijuana cards are not recognized on campus and in the residential facilities.

1.13 Electrical Appliances: All appliances or electrical devices should be compatible with 110 volts 60 cycle AC and be UL approved. Extension and multi plug adapters are prohibited. When power strips are used, circuit breakers and reset buttons are required. 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.

1.14 Eligibility: Licensee must be enrolled as a student at San Francisco State University and meet the following requirements:

Licensee must be currently enrolled in 1 or more summer semester units of instruction at San Francisco State University. Failure to maintain student status will 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 university housing facilities.

1.15 Fire Alarms 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.

1.16 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.

1.17 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.

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

1.19 Guest Conduct: A “guest” is defined as any person who is not an assigned resident of the University residential community room or apartment being visited. A “host” is

Summer 2017 Student Bedspace Housing License Agreement Terms and Conditions

defined as a person who is assigned to the particular University residential community student room or apartment being visited. Licensees (Hosts) must accompany their non-resident guests at all times within the residential community (or University owned facilities). Licensees are responsible and accountable for the conduct of their guests while in residential community property, in immediate areas adjacent to the residential community, and/or at residential community-sponsored or supervised activities. Residents will be required to sign in their guest at the residential community desk. The University reserves the right to deny access to any guest whose behavior is deemed inappropriate.

Licensees are expected to obtain his/her roommate's prior approval prior to hosting an overnight guest. 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.

1.20 Harassment: Abusive behavior directed toward any member of the campus community is a violation of Title V of the California Code of Regulations, Section 41301 and is prohibited.

1.21 Keys: All keys remain the property of the University and may not be duplicated. Licensees are not allowed to loan, sell, or transfer any University key or University OneCard to any person for the purpose of allowing that person access to or use of facilities. Licensees must use their individually issued keys or OneCard to access secured residential areas.

- Lost keys: Loss of keys or frequent use of lockout keys may result in a lock change. Lock changes may be subject to a fee.
- Lost OneCard: Loss of OneCard may result in loss of access to secured residential areas and to Meal Plan.

1.22 Laundry Facilities: SF State University assumes no responsibility in the use of Laundry equipment or for lost items.

1.23 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.

1.24 Moisture/Mold/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.

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 of this Addendum.

A default under the terms of this Addendum shall be deemed a material default under the terms of the License Agreement, and the University shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other

terms and conditions of the License Agreement shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the License Agreement, the terms of the Addendum shall control.

1.25 Network Policy: Connection to Housing's wireless and Ethernet network is a privilege afforded to members of the residential community who abide by the ResNet (Apogee) Acceptable Use Policy. Violations of the Acceptable Use Policy or Copyright Law may result in loss of network privileges.

1.26 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 University Park North/South [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.

1.27 Notices: Any notice which either party may give, or is required to give, may be given as required by law or by mailing the same by first-class mail to Licensee(s) at the Premises, and to The University at: San Francisco State University, Housing Office, Mary Ward Hall, 800 Font Boulevard, San Francisco, CA 94132 or such other address designated by The University.

1.28 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.

- A) 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.
- B) 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.

1.29 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.

1.30 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.

1.31 Resident Activity Fee: A \$15 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.

1.32 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.

1.33 Roofs, 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. Therefore, the University reserves the right to ask residents to remove items displayed to the community that may be considered offensive by one or more persons and that

potentially create a hostile environment or unreasonably interfere with an individual's academic performance.

1.34 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, charcoal grills [not propane grills or tanks], bikes, and plants may be kept on designated patios in UPS. Any items deemed by Housing to be a visual distraction 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.

1.35 Safety: Licensees are expected to avoid endangering or causing to be endangered (directly or indirectly) the safety of any person. Examples of safety violations that can lead to License revocation include (but are not limited to) expelling items from the residential community, bomb threats, the activation of false alarms, tampering with emergency equipment such as fire sprinklers, security systems or elevators.

1.36 Smoking: San Francisco State University, including the residential community (rooms/apartments and common areas) is a smoke-free and vapor-free environment. Smoking is allowed in "designated smoking areas" per University Executive Directive #04-33. This includes electronic cigarettes, per University Executive Directive #15-38. E-cigarettes and vape pens are not allowed to be stored or smoked in the residential community and may be confiscated or asked to be removed from the residential community.

1.37 Social Gatherings: Gatherings (e.g. parties that violate License Agreement policies) that are deemed by Residential Life staff to be unsafe, disruptive, or in violation of University, Housing, or Residential Life policies may be required to disperse, and non-residents escorted out of the building.

1.38 Sports Equipment Use: Playing with any sports equipment, such as balls or Frisbees, as well as skateboarding, rollerblading, scooters, and skating is prohibited within the residential community.

1.39 Staff Requests: Residents are expected to comply with reasonable requests from

any staff member. 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.

1.40 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.

1.41 Telephone, Email and Cable: A campus e-mail address is provided for each Licensee. Licensees are required to activate their campus email account. Official University business will utilize the Licensee's SF State e-mail address and mailbox. It is expected Licensees will regularly check their e-mail and campus mailbox. 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.

1.42 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 non accidental 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.

1.43 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. Housing sanctions may include formal warnings, re-assignment 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 will be assessed per incident to residents found responsible for violations of their License Agreement.

3.0 LICENSES CANCELLATIONS, REFUNDS, TREATMENT OF INDEBTEDNESS

3.01 Cancellation prior to the fee period with 30-day notice: 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).

3.02 Cancellation prior to the fee period with less than 30-day notice: 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. If the Licensee requests that the notice requirement be waived, such request must be accompanied by written verification of one of the following:

- 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 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.

3.03 Cancellation during the fee period with 30-day notice: 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

Summer 2017 Student Bedspace Housing License Agreement Terms and Conditions

notice period unless otherwise indicated in the Agreement. A request to cancel submitted with the required 30-day notice will be approved if the Licensee provides written verification of one of the following:

- 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 unable to find a suitable replacement for the Licensee, to the effect that the overall occupancy of the facilities is adversely impacted, 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.

3.04 Cancellation during the fee period with less than 30-day notice: 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 be subject to the same consequences as outlined in section 3.03 above.

4.0 RESIDENTIAL DINING SERVICES

4.01 Description: A maximum of 19 meal periods are 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 two meal plan options: The 7-Day Continuous and 5-Day Continuous. Meal plans may be used at City Eats Dining Center. Meals that go unredeemed are non-refundable.

4.02 Participation Requirements: Participation in a meal plan is mandatory for all summer Licensees. A choice of the 7-day continuous or the 5-day continuous meal plan is available. Students are required to choose a minimum of a 5-day continuous meal plan.

4.03 Terms and Conditions: The use of Residential Dining Service facilities is subject to all provisions of this License Agreement, to all policies and procedures outlined in “Community Living Standards” 2017-2018, and to Articles 5 and 6 of subchapter 1, or Part 5 (sections 42000-42103) of Title V of the California Code of Regulations. Voluntary meal plans are non-transferable.

5.0 HOUSING ASSIGNMENTS AND CHANGES

5.01 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.

5.02 Housing Changes: Room/Apartment changes will be conducted during designate periods during each semester. During all other times, room changes will be made on an 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.

5.03 Vacating the Student Housing Facility: Vacating the student housing facility must be done in accordance with the procedures outlined in “Community Living Standards” 2017-2018. 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.