

**San Francisco State University**  
**Student Housing License Agreement Terms & Conditions**  
**2021-2022 COVID-19 Addendum**

This Addendum, which is expressly incorporated into and supplements the Student Housing License Agreement (“License”), is entered into for the contract period 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”. Before completing and electronically signing this Addendum, please read the provisions carefully. Except as expressly stated herein, this Addendum does not alter any conditions or obligations in the License. This Addendum is effective for the entire contract period, fall through spring terms, or for such portion of the academic year as may remain at the time the License and/or Addendum are signed. By completing and electronically signing this addendum, you agree to all of its provisions in addition to the Terms and Conditions in your License Agreement that you previously signed. In consideration of the mutual covenants, commitments, and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, Licensee agrees as follows:

**I. Notice and Acknowledgment Regarding COVID-19**

Licensee acknowledges that the SARS-CoV-2(COVID-19) coronavirus pandemic is a worldwide risk to human health. COVID-19 is a highly contagious disease that can spread easily and exponentially and can lead to severe illness or death. According to public health organizations, persons of all ages are at risk. Persons over 65 and those with underlying health conditions are especially vulnerable.

An inherent risk of exposure to COVID-19, or to any SARS-CoV-2 variant (hereinafter referred to collectively as “COVID-19”), exists in any shared or public space where people are present, including on-campus housing. San Francisco State University has taken and will continue to take various measures to address the health and safety of individuals living in on-campus housing. However, those measures will not eliminate the risk of exposure to COVID-19. Accordingly, students who return for face-to-face instruction and who will voluntarily reside in on-campus housing will face a risk of exposure and may contract COVID-19.

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

1. Licensee understands that, although San Francisco State University has taken and will continue to take various measures to protect against exposure in accordance with federal, state and local health authorities’ mandates and guidelines, those measures will not eliminate all risk, and thus there will remain a risk of exposure to COVID-19.
2. By assuming occupancy, Licensee certifies that, to the best of Licensee’s knowledge, Licensee is not infected with COVID-19. The Licensee will comply with the COVID-19

Policies and Procedure, including any COVID-19 mitigation measures that may be applicable prior to move-in and after move-in.

3. By assuming occupancy, Licensee certifies that Licensee is not experiencing symptoms associated with COVID-19. Symptoms may include, but are not limited to, a loss of taste or smell, fever, severe headaches, severe fatigue or body/muscle aches, unusual gastrointestinal distress, and/or signs of respiratory illness, such as a dry cough, shortness of breath, or difficulty breathing.
4. By assuming occupancy, Licensee certifies that, to the best of Licensee's knowledge, within the immediately preceding 14 days of initially assuming occupancy, Licensee has not been in personal or close contact (within six feet for a total of fifteen minutes or more) with an individual infected with COVID-19.

## **II. Campus Right of Entry**

In addition to the conditions and situations outlined in the License Agreement, Licensee must wear a face covering during Health and Safety Inspections, custodial services, maintenance repairs, or any other inspection in order to reduce risk of exposure to COVID-19 (or other infectious diseases) or when entry to the licensed premises is legally required by an SF State representative. Licensee must wear a face covering at all times while in the housing community and public areas, follow guidelines provided by the City and County of San Francisco and the Center of Disease Control and Prevention (CDC) and SF State until communicated otherwise by University Housing representative.

Licensees are expected to be engaged daily with the University's health declaration process and must demonstrate a health "green badge" through the San Francisco State University Mobile Device app to gain access to University buildings outside of their own residence community until communicated otherwise by University Housing representative.

## **III. COVID-19 Preparedness**

In addition to any item(s) the Licensee is required to procure and maintain the following healthcare supplies and personal protective equipment, such that these supplies will be accessible to Licensee while on campus and living in campus housing:

1. Hand sanitizer (at least 70% alcohol base);
2. Sanitizing wipes/sprays;
3. Hand Soap;
4. Appropriate face coverings, as defined by state and local health authorities, and the University;
5. A thermometer;
6. Cleaning supplies, such as gloves, bleach, etc. necessary to maintain your health and safety.

## **IV. COVID-19 Occupancy Requirements**

1. Licensee agrees to comply with the directives, policies, and orders of San Francisco State University and the Board of Trustees of the California State University (collectively, the “University”), and state and local health authorities related to COVID-19, as may be amended from time to time during the term of this License and Addendum, including, but not limited to, all requirements for protective masking/face covering, physical distancing, testing, isolation, quarantine, and immunization.
2. Licensee agrees to comply with all applicable federal, state, and local public health laws, regulations, orders, and guidance related to COVID-19, as may be amended from time to time during the term of this License.
3. Licensee agrees to comply with any COVID-19 testing protocols that may be required by the University and to reasonably cooperate with the University in discharging Licensee’s obligations under this section. Upon arrival, a COVID-19 test may be required and administered by a state licensed third party during the move-in process. Additional subsequent COVID-19 test(s) may be required as well.
4. Upon occupancy, a licensee with an approved medical or religious exemption from vaccination will be required to self-quarantine in their assigned bedroom for a period determined by the Department of Public Health.
5. **Licensee understands and agrees that COVID-19 immunization is required by the University as a condition of occupancy, prior to occupying the licensed premises, unless the University has granted Licensee an exemption on medical or religious grounds. Licensee agrees to provide the University certification of vaccination within the time period and in the manner requested by the University.**
6. External (nonaffiliated) visitors to the University are prohibited from entering residence halls or apartments until communicated otherwise by University Housing representative. Violations of this regulation may be considered a serious material breach of the license.
7. Overnight guests are prohibited in the residence halls or apartments until communicated otherwise by University Housing representative. Violations of this regulation may be considered a serious material breach of the license.
8. Licensees are expected to be follow the Center for Disease Control’s (CDC) COVID guidelines when visiting other resident students. No more than one resident student visitor is acceptable at any one time per apartment.
9. Licensee acknowledges that requesting a bed within a double-occupancy/space unit will result in roommates and/or apartment-mates unless otherwise prohibited by the local public health authority

**V. Confirmed Positive or Exposure to COVID-19 Procedures**

1. In the event that Licensee develops COVID-19 symptoms, tests positive for COVID-19, and/or is exposed to someone known or believed to be infected with COVID-19, Licensee will notify the Student Health Services and/or the Student Housing Office in

compliance with the notification protocols outlined on the University's COVID-19 webpage, found at <https://news.sfsu.edu/campus-plan/covid-19-dashboard>. Notwithstanding any other term or communication, Licensee must report a positive COVID-19 test result to the San Francisco State University Dashboard page through online reporting system as outlined at <https://news.sfsu.edu/campus-plan/covid-19-dashboard> immediately upon receipt of the test result and no later than two (2) hours after receipt of the test result.

2. If Licensee tests positive for COVID-19, Licensee agrees to be moved into an isolation unit and during the isolation period, residents will be assigned an appropriate meal plan and charges will be incurred by the resident. During the time of isolation, the licensee is to bring with them the necessary items for the duration of the isolation period as they will not be granted re-entry to their assigned space. In addition, Licensee agrees not to attend in-person classes or activities or to visit other on-campus facilities (including, but not limited to, dining halls) or to end isolation until Licensee has satisfied, in the University's determination, all applicable federal, state, local public health criteria, and CDC guidelines for discontinuing isolation.
3. Licensee acknowledges and agrees that a medical authority, which may be Student Health Services or other medical authority approved by the University, will determine if Licensee may self-isolate in a designated isolation unit on-campus or if Licensee must be referred to an off-campus healthcare facility, depending on the severity of Licensee's symptoms. Licensee agrees to cooperate with any directive issued by Student Health Services or by a medical authority approved by the University under this section.
4. Licensee will be provided with and be advised to follow CDC and local public health guidance for caring for oneself and others who are sick.
5. Failure to comply with the terms and conditions of this COVID-19 Addendum to License Agreement may result in the termination of the License Agreement, removal from Student Housing, and/or disciplinary action pursuant to CSU Executive Order 1098.