

**SAN FRANCISCO STATE UNIVERSITY
2020-2021 STUDENT HOUSING-MANZANITA SQUARE**

COVID-19 POLICES AND PROCEDURES

This Student Housing License Agreement, hereinafter referred to as “Agreement” or “License”, is entered into for the 2020-2021 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 that accompanies this Agreement (Page 9).

By completing and electronic signing the License Agreement, you agree to all of its provisions. Please read these provisions carefully before submitting a completed License Agreement and this Academic Year 2020-2021 Addendum. This addendum to the License Agreement presents the Terms and Conditions by which a San Francisco State student agrees to abide by to live on-campus during the 2020-2021 Academic Year. This addendum is incorporated into and supplements the San Francisco State University Student Housing License Agreement. Except as stated in this addendum, it does not alter any conditions or obligations in the License Agreement. This addendum is effective for the complete academic year, fall through spring semesters, or for such portion of the academic year(s) as may remain at the time the License Agreement is signed. In addition to the License Agreement, the following will apply:

Neither Licensee nor University shall be liable for any delay or failure to perform its obligations hereunder if such delay or failure to perform is caused by circumstances beyond the party’s reasonable control, including, but not limited to, acts of nature, government restrictions or orders, wars, riots, insurrections, disaster, acts of terrorism, communicable disease outbreak, epidemic, pandemic, or any other comparable event or cause beyond the reasonable control of the party whose performance is affected.

Licensee and University acknowledge that the full impact of COVID-19 is not currently known or reasonably foreseeable. In the event that circumstances related to COVID-19 or to any reoccurrence of the COVID-19 virus reasonably prevent or hinder a party’s performance hereunder, the party whose performance is affected may invoke the immediately preceding Force Majeure clause of this Agreement and be excused from liability for its failure or delay in performing its obligations hereunder, even if the circumstances related to COVID-19 were foreseeable at the time of the parties’ execution of this Agreement.

Notwithstanding the foregoing, in no event shall Licensee be excused from paying any fees or amounts owed for the period of time during which Licensee occupied the Premises. In the event that Licensee is unable to occupy the Premises due to

circumstances related to COVID-19, the University will provide Licensee with prorated refunds for any license fee and Meal Plan fee amounts representing the time period during which Licensee was unable to occupy the Premises due to circumstances related to COVID-19.

The Coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is a highly contagious disease which can spread easily and exponentially, and lead to severe illness or death. According to various public health organizations, persons of all ages are at risk.

An inherent risk of exposure to 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 students in on-campus housing. However, those measures cannot completely eliminate the risk of exposure. The University strongly encourages all residents to receive the flu vaccine prior to the start of the semester. Students who have elected to reside in on-campus housing will face a risk of exposure. To minimize the risk students are being asked to confirm that:

- A. Although San Francisco State University has taken and will continue to take various measures to protect against exposure, those measures will not eliminate all risk of exposure to COVID-19, and there will remain a risk of exposure. Residents understand their support and adherence is critical to COVID exposure mitigation efforts.
- B. Upon occupancy, resident indicates to the best of their knowledge, they are not currently infected with COVID-19.
- C. Upon occupancy, resident indicates they are not experiencing symptoms associated with COVID-19. Symptoms include a loss of taste or smell, fever, severe headaches, severe fatigue or body/muscle aches, unusual gastrointestinal distress, or signs of respiratory illness such as a dry cough, shortness of breath or difficulty breathing.
- D. Upon occupancy, to the best of your knowledge, within the last 14 days, you have not been in personal or close contact with an individual infected with COVID-19
- E. Resident agrees to immediately notify Student Health Services or the Student Housing Office if they are at any time whatsoever, experience any symptom(s) associated with COVID-19, or believe they may have come into personal or close contact with an individual infected with COVID-19.
- F. Resident understands and agrees that the exclusive purpose for which San Francisco State University is providing housing is to enable the resident to complete and/or participate in a campus educational program. Accessing or

allowing access to the property for any other purpose may be dangerous or unsafe, and could expose the community to COVID-19.

- G. Resident understands and agrees to comply with all federal, state and local directives, orders or mandates related to COVID-19 as well as any San Francisco State University directive or policy.
- H. The SF Department of Public Health will continue to provide guidance and direction, at this time the University may require out of are student to isolate for 14 days after arriving on campus. Direction regarding this guidance will be communicate as necessary.

I. Right of Entry

- A. Residents must wear a mask or face covering when entering and traversing buildings in the housing community and must follow guidelines provided by the City and County of San Francisco and the [Center of Disease Control and Prevention \(CDC\)](#).
- B. Residents must wear a mask or 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 room is required by an SF State representative.

II. Occupancy Requirements – Room Assignments and Changes

- A. During Stay at Home or Shelter in Place guidelines, Licensee understands room assignment changes will be minimal due to the risk associated.
- B. During Stay at Home or Shelter in Place guidelines, unauthorized room changes are prohibited and considered a serious material breach of the license.
- C. The Licensee only has the right to, and must remain in their assigned bedspace. Licensee may not occupy or move into other bedspaces in the room or unit. The University reserves the right to assign additional roommates to the vacate bedspaces within the room or unit in Spring 2021.

III. Occupancy Requirements – Visitors and Guests

- A. During Stay at Home or Shelter in Place guidelines, external (nonaffiliated) visitors to the University are prohibited from entering residence halls or apartments. Violations of this regulation are considered a serious material breach of the license.
- B. During Stay at Home or Shelter in Place guidelines, overnight guests are prohibited in the residence halls or apartments. Violations of this regulation

are considered a serious material breach of the license.

- C. During Stay at Home or Shelter in Place guidelines, residents students are expected to be actively supporting Centers for Disease Control (CDC) guidelines when visiting other resident students. No more than one resident student visitor is acceptable at any one time.
 - D. During Stay at Home or Shelter in Place guidelines, residents students are expected to be engaged daily with the University's health declaration process and must demonstrate a health "green badge" to gain access to University facilities outside of their own residence apartment building.
- IV. Confirmed Positive or Exposure to COVID-19 Guidelines
- A. Licensee will notify Student Health Services and designated University Housing Services team members should they become sick with COVID-19 symptoms, test positive for COVID-19, or have been exposed to someone with COVID-19 symptoms or a confirmed or suspected case.
 - B. Licensee agrees to be moved into a self-isolation unit if risk to the overall apartment is deemed significant.
 - C. Licensee will not attend in-person classes or other on-campus facilities, or end isolation until they have met CDC's [criteria to discontinue isolation](#).
 - D. Licensee acknowledges that a medical authority (that may be Student Health Services) will determine if the student is able to self-isolate or needs to be referred to a healthcare facility, depending on how severe their symptoms are.
 - E. Licensee will be provided with and be advised to follow CDC [Guidance for caring for oneself](#) and others who are sick.

SAN FRANCISCO STATE UNIVERSITY HOUSING ADDENDUM TO THE 2020-2021 MANZANITA SQUARE LICENSE AGREEMENT TERMS & CONDITIONS PART 1

The additional updates below are updates to the previous Terms and conditions

2 Varela, is hereinafter called “Manzanita Square”, student housing building. The License Term begins on Friday, August 14, 2020. The License Term ends on Saturday, July 31, 2021 for all Licensees unless sooner terminated under the provisions of this License Agreement.

For the safety of our residents physical distancing measures will be enforced. Move-in dates and times will be assigned to residents and will be take place starting Friday, August 14th through Sunday, August 16th.

I. RESIDENTIAL DINING SERVICES

- A. Food Services will not be available to residents of Manzanita Square.
- B. Voluntary meal plans are available for purchase directly from the Residential Dining Services vendor and are not subject to the Student License Terms and Conditions.

II. HOUSING ASSIGNMENTS AND CHANGES

- A. **Housing Assignments:** The University will assign each Licensee a bed space within the student housing facility. The Licensee only has the right to, and must remain in their assigned bedspace. Licensee may not occupy or move into other bedspaces in the room or unit. The University reserves the right to change room assignments, to assign a new Licensee, or reassign a current Licensee to any unoccupied bed space at any time for reasons of health, student welfare, discipline, administrative necessity, or as a result of administrative action.
- B. **Assignment Changes:** 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 submitted via the Room Change Request form in the housing portal, 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”. 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 may result in an administrative charge.

III. ENHANCEMENT OF EDUCATIONAL EXPERIENCE

- A. University shall maintain a professional staff to work with Licensees to develop a virtual 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.

IV. RESERVED GARAGE AND PARKING SPACES

University Housing offers reserved parking spaces to licensed residents in Manzanita Square on a first come first serve basis. The Licensee agrees to the Terms and Conditions of the addendum at the time of completion of the addendum

- A. University Housing offers reserved parking spaces to licensed residents in Manzanita Square on a first come first serve basis. Residents in Manzanita Square are only eligible for spaces in the University Park South Community. The Licensee agrees to the Terms and Conditions of the addendum at the time of completion.
- B. The Student Bedspace Parking Addendum and Permit Rules and Regulations constitute the sole and entire agreement between University and Licensee respecting the use of the reserved covered parking facilities by Licensee at the Village Garage and University Park South and North Bedspace Parking Spaces
- C. Licensee shall indemnify, defend and hold University free and harmless from any and all liability, claims, loss, damages, or express, including counsel fees and court costs, arising out of the damage to property or the death or injury of any person, including Licensee or any person who is a guest.
- D. Licensees shall park in their assigned place only and shall not permit visitors to use parking facilities.
- E. The University will assign the closest available parking space based on Licensee's housing assignment at the time the Parking Permit is issued. Requests for specific parking spaces are subject to availability and demand.
- F. The parking Addendum is immediately terminable by University if University determines that Licensee has failed to comply with the terms and conditions contained herein or has ceased to be a resident in good standing of University Housing
- G. 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.
- H. Licensees agrees to pay \$100.00 for any permit that is lost or not returned.
 - I. If the assigned permit is not returned by the indicated date, licensee agrees to pay a, non-refundable, weekly parking rate of \$25 for each additional week, until the following semester or session begins. If the permit is still not returned before the beginning of the following semester or session, Licensee will also be charged the full parking rate for said

semester or session. These additional charges will be administered at the beginning of each period applicable.

- J. 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.
- K. 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.

V. TERMS AND CONDITIONS

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)

- A. Licensee agrees to comply with the Part 3 Housing Facility Rules & Regulations, and the guidelines contained in the Community Living Standards.
- B. 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 subject the Licensee to a termination of the License Agreement. Any attempted subletting or assignment in violation of this provision shall be void.
- C. 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

VI. MAINTENANCE OF PREMISES

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 community. Licensees agree to pay for any damages to University property willfully or negligently caused by the Licensee. Licensees are collectively responsible for paying for damages to the building and for damaged or missing furniture or equipment that 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, or groups acting from within the residential community, the Licensees of the hall or community 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.

VII. REVOCATION OF LICENSE AGREEMENT

University may revoke this License Agreement upon the following conditions:

- A. In the event of misconduct as listed in 41301, Title V, California Code of Regulations;

- B. Administrative necessity of University; Administrative necessity exists when any condition, not reasonably foreseen at the time of signing by the University, occurs that prevents the University from making an assigned space available to Licensee. Such conditions include, but are not limited to: Unfinished construction of new facilities, damage caused by natural disaster, pandemics, vandalism; or
- C. Failure of Licensee to maintain status as a student at University; or
- D. Licensee's breach of any term or condition of this License Agreement, including failure to pay required fees; or
- E. Licensee's abandonment of the premises or failure to check-in by 10:00 p.m. of the second day of classes in the first semester.

VIII. 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, pandemics, 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.

IX. VACATING THE STUDENT HOUSING FACILITY

- A. Licensee shall vacate the student housing facility to which the Licensee is assigned on the expiration of the
- B. 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.

X. 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.



STUDIO

OCCUPANCY*	ROOM TYPE	MONTHLY INSTALLMENT	TOTAL
Single	Efficiency	\$1,949	\$23,458

1 BDRM / 1 BATH

OCCUPANCY*	ROOM TYPE	MONTHLY INSTALLMENT	TOTAL
Double	Deluxe	\$1,729	\$20,818
Double	Plus	\$1,709	\$20,578
Double	Medium	\$1,679	\$20,218

2 BDRM / 1 BATH

OCCUPANCY*	ROOM TYPE	MONTHLY INSTALLMENT	TOTAL
Double	Standard Bunk	\$1,199	\$14,458

2 BDRM / 2 BATH

OCCUPANCY*	ROOM TYPE	MONTHLY INSTALLMENT	TOTAL
Double	Standard	\$1,409	\$16,978
Double	Junior	\$1,399	\$16,858

3 BDRM / 2 BATH

OCCUPANCY*	ROOM TYPE	MONTHLY INSTALLMENT	TOTAL
Single	Standard	\$1,809	\$21,778
Double	Junior	\$1,399	\$16,858

4 BDRM / 2 BATH

OCCUPANCY*	ROOM TYPE	MONTHLY INSTALLMENT	TOTAL
Single	Standard	\$1,809	\$21,778
Single	Junior	\$1,599	\$19,258
Double	Standard Bunk	\$1,199	\$14,458

* Occupancy subject to change

PAYMENT INFORMATION

- ▶ 12 month installment plan, 11.5 month license agreement.
- ▶ A \$70 initial fee is due at the time of application.
- ▶ Installment payments begin in August and are due on the 15th of each month. Any payment received after this date will be considered late and subject to a \$20 late fee.
- ▶ Financial aid recipients' accounts are still subject to the past due process, including late fees.

Please Note: All payments for fall 2020 will need to be made through the online payment system.