



**San Francisco State University  
Student Housing License Agreement Terms & Conditions  
Spring 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 -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, spring term, 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 Procedures, 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. COVID-19 POLICIES AND PROCEDURES**

Neither Licensee nor the 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 the University acknowledge that the full impact of Coronavirus (COVID-19) or to any SARS-CoV-2 variant 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 charges and subsequent refunds for any license payment and meal plan payment credit amounts representing the time period.

The 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 exist to any shared or public space where people are present, including on-campus housing. Therefore, in accordance to the guidelines set forth by Cal/OSHA and the Centers for Disease Control (CDC), as well as State and County, San Francisco State University requires all students living in on-campus housing to be vaccinated for COVID-19 (unless a medical or religious exemption has been granted) prior to the start of the contract period. University Housing may also require residents to receive a flu vaccine prior to the start of the contract period. Direction regarding vaccinations will be communicated as necessary.

Students who have elected to reside in on-campus housing will face a risk of exposure. 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-19 exposure



mitigation efforts. To minimize the risk, SF State Housing is requiring the following safety protocols:

- A) Prior to move-in, individuals who are ill should stay home until symptoms resolve. Anyone recovering at home, will be required to notify the Student Housing Office by email to arrange a new move-in date and time. The Student Housing Office, will need to be notified of the new date and time, three business days prior to move-in.
- B) Upon arrival, residents must be fully vaccinated and a negative COVID-19 test taken off campus within 72 hours is required. Students must show proof of the COVID-19 test upon check-in. SF Housing reserves the right to deny entry if residents fail to comply. In addition, residents will not receive a spring 2022 reservation until the licensee has completed their vaccine requirement (unless a medical or religious exemption has been granted).
- C) Residents must have completed the campus MyHealth upload for vaccination documentation or exemption request (as is required for all students on campus).
- D) Upon occupancy, resident may be required to self-quarantine in their assigned bedroom for a period determined by the Department of Public Health.
- E) 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.
- F) 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.

### **III. 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.

### **IV. 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.

**V. 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 mask/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. Regardless of vaccination status, 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 negative COVID-19 test taken off campus in the past 72 hours is required. Students must show proof of the COVID-19 test upon check-in.
4. Licensee are expected to follow guest and visitor policies stated in Section 3 of the Terms and Conditions.
5. 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 (DPH).
6. 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.
7. Residents must wear a mask when entering 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).
8. All residents should be self-monitoring for signs of respiratory illness — like coughing and fever — and return to their room if symptoms emerge. Community members who are ill should stay in their room and limit contact with others until symptoms are better or based on advice from



your healthcare provider.

9. In all of the above situations, be sure to contact your health provide and the Student Housing office to discuss appropriate next steps should you need to be away from campus.

#### **VI. COVID-19 – Room Assignments and Changes**

1. Licensee acknowledges that requesting a bed within a double or triple occupancy/space unit will result in roommates and/or apartment-mates unless otherwise prohibited by the local public health authority.
2. Roommate selection will not be made available to the Licensee due to the restricted room assignment model that adheres to health and safety guidelines determined by the University.
4. During this pandemic timeframe, Licensee understands room assignment changes will be minimal due to associated risks.
5. Unauthorized room changes at any time during the contract term are prohibited and considered a serious material breach of the license.
6. 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 vacated/unassigned bedspaces within the room or unit.

#### **VII. 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 and offices (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.

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