SF STATE UNIVERSITY HOUSING  
SPRING 2022 STUDENT HOUSING LICENSE AGREEMENT  
TERMS & CONDITIONS PART 1 - AGREEMENT

By completing and electronically signing the License Agreement, you agree to all of its provisions. Please read these provisions entirely before submitting your electronic signature for this License Agreement. This License Agreement presents the Terms and Conditions by which a San Francisco State student agrees to abide by to live on campus during the contract period. This License Agreement is effective for the duration of the contract period. In addition to the License Agreement, the following will apply:

I. AGREEMENT
This Student Housing License Agreement, hereinafter referred to as “Agreement” or “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”. In consideration for the right to occupy the assigned bed space within the student housing facility at the University, and to participate in the Residential Dining Plan (when required), Licensee agrees to make payments to the University in accordance with the Fee Schedule that accompanies this Agreement (Part 2).

License Term: Licensee understands that this Agreement is for the entire contract period. The licensee is obligated to fully meet the financial obligations outlined herein.

Residence Halls, hereinafter called “RH” or “HALLS”, consists of Mary Ward Hall and Mary Park Hall. The License Term begins, Saturday, January 22, 2022 at the assigned move-in time. All associated room and meal charges will be assessed starting on this date. Room and meal charges will not be prorated if the licensee moves in after the designated move-in date and time has passed. The License Term ends Friday, May 20, 2022 at 8:00 pm for all Licensees unless sooner terminated under the provisions of this License Agreement. As such, any room preference, reservation or assignment will be relocated to a different student housing community prior to the start of the contract period.

Manzanita Square, hereinafter called “MSQ”. The License Term begins Saturday, January 22, 2022 at the assigned move-in time. The License Term ends, Sunday, July 31, 2022 at 8:00 pm for all Licensees unless sooner terminated under the provisions of this License Agreement. If Licensee completes an application for spring 2022, Licensee will be permitted to occupy assigned bedspace until the start of the next seven installment contract period.

Towers at Centennial Square is hereinafter called “TCS”. The License Term begins Saturday, January 22, 2022 at the assigned move-in time. All associated room and meal charges will be assessed starting on this date. Room and meal charges will not be prorated if the licensee moves in after the designated move-in date and time has passed. The License Term ends Friday, May 20, 2022, at 8:00 pm for all Licensees unless sooner terminated under the provisions of this License Agreement.

Village at Centennial Square Buildings A, B and C is hereinafter called “VCS”. The License Term begins Saturday, January 22, 2022 at the assigned move-in time or date of occupancy. All associated room and meal charges will be assessed starting on this date. Room and meal charges will not be prorated if the licensee
moves in after the designated move-in date and time has passed. The License Term ends Friday, May 20, 2022, at 8:00 pm for all Licensees unless sooner terminated under the provisions of this License Agreement.

**University Park North** is hereinafter called “UPN”. The License Term begins Saturday, January 22, 2022 at the assigned move-in time. All associated room and meal charges will be assessed starting on this date. Room and meal charges will *not* be prorated if the licensee moves in after the designated move-in date and time has passed. The License Term ends Friday, May 20, 2022 at 8:00 pm for all Licensees unless sooner terminated under the provisions of this License Agreement.

**University Park South** is hereinafter called “UPS”. The License Term begins Saturday, January 22, 2022 at the assigned move-in time or date of occupancy. The License Term ends Friday, May 20, 2022, at 8:00 pm for all Licensees unless sooner terminated under the provisions of this License Agreement.

**Towers Junior Suites** is hereinafter called “TJS”. The License Term begins Saturday, January 22, 2022 at the assigned move-in time or date of occupancy. All associated room and meal charges will be assessed starting on this date. Room and meal charges will *not* be prorated if the licensee moves in after the designated move-in date and time has passed. The License Term ends Friday, May 20, 2022 at 8:00 pm for all Licensees unless sooner terminated under the provisions of this License Agreement.

RH, is classified as a 1st year community. TCS, TJS, and VCS are classified as a 1st year *and* 2nd year+ communities. MSQ, UPN and UPS are classified as 2nd year + communities only. Community availability are subject to change, and as such, any existing reservations or assignment may be changed to another community prior the start of contract period.

For the safety of our residents physical distancing measures will be enforced. Move-in dates and times will be assigned to residents.

**II. OCCUPANCY**

A) Licensees is required to complete their move-in confirmation no later than Wednesday, January 12, 2022. Failure to complete the move-in confirmation will result in cancellation of the reservation prior to move-in. The move-in confirmation process will open to all Licensees on Wednesday, December 15, 2021 at 9:00am on the Housing Portal. Any Licensee who receives a reservation and assignment after Wednesday, January 12, 2022, the move-in confirmation process will be due immediately.

B) After move-in, students are required to participate in the occupancy verification process to ensure they are moved-into the correct space. The Occupancy Verification form will be available on the Housing Portal.

C) The University hereby grants to Licensee permission to occupy a bed space within the student housing facility as a Licensee for the entire License Term stated in Section I, Agreement. Specific assignment of a space shall be made and changed by the 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 the University. The acceptance of payment from any other individual shall be deemed 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 Licensee by the University.
D) Fees for the Meal Plans are collected by the University on behalf of the meal services provider. Food Services will begin starting brunch on, Saturday, January 22, 2022 and will end on Friday, May 20, 2022, unless terminated under provisions of this License Agreement.

III. RESIDENTIAL DINING SERVICES

A) Participation Requirements: Participation in a meal plan is mandatory for all Licensees residing in the RH, TCS, TJS, VCS, and UPN communities. Students will be able to order their preferred meal remotely and picked up from a designated location.

Students residing in RH, TJS, TCS, and VCS are required to choose a minimum of a twelve (12) a week. Students assigned to UPN are required to choose a minimum of five (5) meals a week. Licensees who relocate from a community where a meal plan is not mandatory will be defaulted to the lowest available meal plan.

Participation in a meal plan is voluntary for Licensees residing in MSQ and UPS. Voluntary meal plans are purchased directly from the Residential Dining Services vendor and are not subject to the Student License Terms and Conditions.

B) Description: A meal plan is defined as the number of meals available to the Licensee during a week of meal service. One swipe is counted as one meal that is used. There are four meal plan options:

- **19 meals/week + $37.5 FLEX dollars** | dine 19 separate times a week, including weekends.
- **15 meals/week + $50 FLEX dollars** | dine 15 separate times a week, including weekends.
- **12 meals/week + $125 FLEX dollars** | dine 12 separate times a week, including weekends.
- **5 meals/week + $100 FLEX dollars (UPN RESIDENTS ONLY)** | dine 5 separate times a week, including weekends.

The assigned meals per week are available to all Licensees in communities where meal plans are required. Flex dollars can be used at any of the residential dining facilities-City Eats or Bricks. Meals that go unredeemed are non-refundable.

C) Terms and Conditions: The use of residential Dining Services facilities is subject to all provisions of this License Agreement, to all policies and procedures outlined in “Community Living Standards” 2021-2022, and to Article 5 and 6 of subchapter 1, or Part 5 (sections 42000-42103) of Title V of the California Code of Regulations. Voluntary meals are non-transferable.

D) Changes to Meal Plan: Requests to change meal plans may only be made until end of business day on Monday, February 7, 2022 in Spring Semester. Licensee billing statement will be prorated to reflect any changes in meal plan. Requests to increase or decrease meal plan choices are limited to one per semester.

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

**SPRING RECESS**

*Last meal service:* Dinner, Friday, March 18, 2022.

IV. HOUSING ASSIGNMENTS AND CHANGES
The Licensee’s assigned space as referenced in the Reservation Letter may be different than the preferences selected at the time of application for the following reasons:

- Class standing or intended area of study eligibility requirements did not match your preference
- The community preference was full
- The community preference has been designated as a COVID-19 isolation ward

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.

V. ENHANCEMENT OF EDUCATIONAL EXPERIENCE
A) The University shall maintain a professional staff to work with Licensees to develop a hybrid community concept within the student housing facility to enhance Licensee’s educational experience at the University. The University shall provide opportunity for input by Licensee into the development of the community. The student housing facility shall be operated to enhance the social, educational, and recreational opportunities available to Licensee.

B) Licensee agrees to recognize the importance of maintaining the student housing facility as an environment conducive for fellow Licensees to study, live, and sleep in the student housing facility. While in the student housing facility, Licensee agrees not to disturb this environment.

C) Licensee agrees to utilize a campus provided email address. Licensees are required to activate and maintain their campus email accounts. Official University business will utilize the Licensee’s SF State email address and mailbox.

VI. RESERVED GARAGE AND PARKING SPACES
A) University Housing offers reserved parking spaces to licensed residents in the Village, University Park North and South and 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 the University and Licensee, respecting the use of the reserved covered parking facilities by Licensee at the University Park North and South bedspace parking spaces and Village at Centennial Square.

C) Licensee shall indemnify, defend and hold the 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 associated with the Licensee.

D) Licensees shall park in their assigned place only and shall not permit others 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 the University if the 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 in 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. If Licensee cancels their contract during the contract period, they must return the permit by the date of check out to the Student Housing Office.

I) 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.

J) 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.

K) A $20 late fee will be assessed to the Licensee’s account if payment is not received by the deadline in the parking confirmation.

L) Gas-filled engines such as motorcycles or other gasoline-powered vehicles may not be parked or stored in or near the buildings.

VII. 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 the University that no lease or any other interest in real property is created by this Agreement.

VIII. PRIVACY RIGHTS
In accordance with the Federal Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g), regulations adopted hereunder (34 C.F.R. 99) and California Education Code Section 67100 et seq., University policy allows the release of personally identifiable information to others (except to verify student status) only with the student’s prior consent or in the case of an extreme emergency or where there is clear imminent danger to the student, to others, or to society (San Francisco State University Bulletin, 2021-2022).

IX. 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.

X. MAINTENANCE OF PREMISES
A) The 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, all community common areas, laundry rooms and study centers and to make payment for any damage or loss promptly upon demand by the 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 reimburse the University the cost to remediate damages.

B) Licensee shall make no alteration to the housing facility without the permission of the University. Replacement of bed or any other furnishings must be with the permission of the University. Any structural addition or alterations, including lofts, are prohibited without written permission from the University.

C) Any notice including requests for repairs or services by Licensee (including security related matters) must be in writing to the University. The 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. Notices may be sent by First Class Mail to SF State Housing, 800 Font Blvd, San Francisco, CA 94132. The University will make reasonable efforts to keep the building and facilities and the bed space assigned to the Licensee in good working order.

D) Licensees agree to give reasonable care to their room/apartment and ensure sanitary and safe conditions acceptable to the University. Licensees are responsible for the removal of their own trash and recycling to a centralized trash/recycling collection area in their community.

E) 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, study rooms, and laundry rooms. 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. The University is responsible for making all repairs; Licensees are not permitted to make or contract for repairs.

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

G) Internet Services: Each unit is equipped with an Internet connection. Internet speeds are subject to change and not guaranteed. In unfurnished bed spaces, internet access are not provided.

XII. CANCELLATION BY LICENSEE PRIOR TO FEE PERIOD

A) Licensee may cancel a space reservation by submitting a cancellation request through the housing application portal if their reservation falls within the dates mentioned. The cancellation can be for any reason and a refund of the $20 Activity Fee and $150 first installment payment credit will be processed. The $30 Application Fee is non-refundable. The refund will be issued when:

- Licensee cancels on or before Wednesday, January 12, 2022, if the reservation is received prior to Wednesday, December 15, 2021.
- Licensee cancels within 30 days of receiving a reservation if the reservation is received on or after Wednesday, December 15, 2021.
- Failure to cancel within these set time-frames will result in the assessment of a $170 Notice Charge. No refund will be issued.

XII. CANCELLATION BY LICENSEE DURING THE FEE PERIOD

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

B) Marriage or Domestic Partnership – marriage or domestic partnership certificate required.

C) Hardship or extraordinary circumstances occurring subsequent to the signing of the Student Housing License Agreement determined by the 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:

A) 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.

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

C) 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 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 require thirty (30) days.

XIII. REVOCATION OF LICENSE AGREEMENT

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

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

2. Administrative necessity of the 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.

3. Failure of Licensee to maintain status as a student at the University.

4. Licensee's breach of any term or condition of this License Agreement, including failure to pay required fees.

5. 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.

B) The University shall provide Licensee no less than a three (3) day written notice in the event of an occurrence as described in Subsection (1), (2), or (3) above and not less than a fourteen (14) day written notice in the event of an occurrence as described in Subsection (4) above, except in cases of emergency.

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

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

XIV. ABANDONMENT OR TERMINATION BY LICENSEE
Except as permitted in Section X or XI above, termination of this License Agreement or abandonment of the premises by Licensee may not release Licensee from paying any obligation due the University for so long as the 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 the University, which consent shall not reasonably be withheld.

XV. 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 prorated 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 the University, if such drop results in an over-booking of available housing facilities.

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

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

XVIII. 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.
XIX. 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.

XX. TREATMENT OF INDEBTEDNESS
Failure of Licensee to satisfy the financial obligations of this License Agreement may result in one or more of the following:

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

XXI. RIGHT OF ENTRY
The 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. The 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. When possible, 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 8:00 AM to 6:00 PM; Licensee(s) may not place any unreasonable restrictions upon such entry. If, however, the University reasonably believes that an emergency or urgent situation exists (such as a fire, flood, reasonable belief of danger, or occupancy checks) which requires immediate entry, such entry may be made without prior notice to Licensee(s). If the Premises or the building in which the Premises are located is required by any government agency, lender or insurer to undergo
repairs or alterations Licensee(s) agrees to cooperate fully with the University so that all such repairs or alterations are made in as expeditious and efficient a manner as possible.

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

**XXII. INSURANCE**

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

B) SF State Housing, through GradGuard, provides $100,000 in liability insurance coverage to all on-campus residents. It covers unintentional damage caused by on-campus residents to housing property (or the personal property of other students), as long as the damage is unintentional and results from:

1. Fire
2. Explosion
3. Smoke Damage
4. The discharge of a sprinkler head

Theft, burglary and vandalism are not covered perils under the liability-only policy that SF State makes available to all on-campus residents. However, if the licensee wants to purchase personal property coverage, they can do so via GradGuard or another insurance provider of their choosing.

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

**XXIII. UNIVERSITY LIABILITY**

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

**XXIV. NON-WAIVER**

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

**XXV. TAXABLE POSSESSORY INTEREST**

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

XXVI. ASBESTOS DISCLOSURE
Prior to the 1980’s, asbestos was a common component of materials used in the construction of hospitals, schools, offices, industrial construction and residential buildings. Under certain circumstances, the presence of asbestos in buildings may pose a health risk to the occupants. In order to ensure that the public is informed of these risks, the California legislature adopted Assembly Bill 3713, which requires, among other things, that the owner of a building constructed before 1979 inform tenants of the presence of Asbestos Containing Materials (ACM) in the building. The current definition in the statute is that ACM comprises construction materials containing “More than one-tenth of one percent asbestos by weight”. We believe that ACM may exist in the community.

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

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

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

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

Furthermore, Licensee agrees to defend, hold harmless and indemnify the 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 they are satisfied that the premises are safe and free from moisture, mold and/or mildew at the time Licensee takes occupancy in the bed space. 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 herein.

XXVIII. SUSTAINABILITY
Residents are expected to contribute to a sustainable environment through education of waste practices and reduction of carbon footprint. Sustainability and recycling information can be found in the SF State Residential Community Living Standards Guide.
A) **MAKING PAYMENTS:** Payments are to be submitted directly to the University Housing office, or can be mailed to: SF State Housing Financial Services, 750 Font Boulevard, Suite 5000 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. Payments can also be made online through an eCheck with no service fee or a credit or debit card that includes an additional service fee of 2.65%. It is the responsibility of Licensee to ensure all payments are made according to the established due dates. During the contract period, 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.

B) **INSTALLMENT PAYMENT PLAN:** Licensee shall be responsible for payment of fees for the entire License Term. The Initial Payment of $200 must be submitted with this Student Housing License Agreement. This sum shall be applied and accounted for in accordance with the provisions of California Civil Code section 1950.5 and any other applicable statutes. These include ACTIVITY FEE ($20) APPLICATION FEE ($30). The remaining $150 will be applied to first installment. It is not possible to defer the Licensing Fee due with License Agreement (see Financial Aid Payment Plan below).

C) **INSTALLMENT DUE DATES:**

**RH, TCS, TJS, VCS, UPN and UPS:** All subsequent Installment Payments due by the 15th of each month starting Saturday, January 15, 2022. The last payment due on April 15, 2021. A $20 Late Payment Fee will be assessed to the Licensee’s account if payment is not received by end of business day on the 15th of each month. Payment amounts are indicated on the Fee Schedule. Payment amounts are indicated on the Fee Schedule.

**MSQ:** All subsequent Installment Payments due by the 15th of each month starting Saturday, January 15, 2022. The last payment due on Friday, July 15, 2022. A $20 Late Payment Fee will be assessed to the Licensee’s account if payment is not received by end of business day on the 15th of each month. Payment amounts are indicated on the Fee Schedule. Payment amounts are indicated on the Fee Schedule.

D) **FINANCIAL AID PAYMENTS:** As per Title V of the California Code of Regulations, § 668.165, an institution may use Title IV, HEA program funds to credit a student’s account at the institution to satisfy current charges for (i) board, if the student contracts with the institution for board; and (ii) room, if the student contracts with the institution for room. The Initial Payment is not covered by Licensee’s financial aid award and must be submitted with this License Agreement. Installment Payments are deducted from Financial Aid disbursement(s) and applied toward the housing balance. Amounts are indicated on the Fee Schedule. If student is receiving Financial Aid and has Housing charges due for the semester, student cannot opt out of having Housing charges deducted from Financial Aid disbursements.
E) **ACCEPT ENOUGH FINANCIAL AID:** The Licensee must accept enough financial aid to cover all semester costs or be prepared to pay the difference not covered by financial aid according to the Installment Payment Plan. If Licensee declines any part of their financial aid award offer (i.e. the student and/or parent loan program), they will be responsible for paying the amount not covered by their disbursable financial aid award. If the financial aid disbursement(s) are less than the total amount due for the year or if financial aid status cannot be verified and/or Housing is unable to collect Licensee's financial aid award, Licensee is responsible for the full amount of the License Agreement balance and must make payments according to the Installment Payment Plan. In most cases, State and Federal grants will not cover Licensee’s total housing cost per semester in full. Licensees can check their financial aid status via their SF State Gateway.

F) **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 ACTIVITY FEE ($20) APPLICATION FEE ($30) and the remaining fee ($150) applied to the 1st installment. Other possible charges are also not Financial Aid eligible, including lock change fee, improper check-out fee, parking fee, damage fee and late fee.

G) **LATE PAYMENTS:** Licensee(s) and the University agree that the University will sustain costs and damage as a result of any late payment but that it will be extremely difficult to determine with specificity the actual amount of that damage. Therefore, Licensee(s) agrees to pay, as additional rent, a late charge equal to $20.00 for any payment not made by outlined due date. The parties agree that this late charge represents a fair and reasonable estimate of the costs and damages that the University will incur due to late payment by Licensee(s). The provision for payment of a late charge does not constitute a grace period and the University may serve a Notice to Pay Rent or Quit on the day after the due date. The University and Licensee(s) agree that Licensee(s) paying rent three (3) days after the due date on three separate occasions within any twelve (12) installment period shall constitute habitual late payment of rent and may be considered a just cause for eviction.

H) **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 (3) returned checks in any nine (9) installment period shall constitute frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

I) **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. In addition, Licensee may be subject to legal proceedings leading up to eviction for failure to
J) **UNIVERSITY FEE PAYMENT DEADLINE:** The San Francisco State University Bursar’s Office will post Fee Payment Deadline dates on fee schedule for the contract period. Housing charges will be included during Fee Payment Deadlines, requiring that all past due charges must be paid in full. Only past due Housing charges will be included during Fee Payment Deadlines. Housing charges that are posted on the Licensee’s Student Account with future due dates will not be included during Fee Payment Deadlines. Failure to pay all past due Housing charges on the scheduled Fee Payment Deadline dates will result in the Licensee being dropped from all currently registered classes.

K) **RESIDENT ACTIVITY FEE:** A $20 Resident Activity Fee (non-refundable upon move-in) is included with the Initial payment. This fee entitles Licensee access to educational and social programs sponsored by the residential community.
AMENITIES
Housing fees include:
- Utilities
- Free Wi-Fi
- Access to on-site laundry facilities
- Trash & recycling services
- Maintenance services

ADDITIONAL FEES
A $200 initial payment is due at the time of application. The initial payment includes:
- A $150 credit applied to your first installment
- A $20 activity fee
- A $30 non-refundable application fee

To receive a refund of the $20 activity fee and the $150 credit, your housing application needs to be canceled by January 12, 2022 or within 30 days of receiving your spring 2021 reservation.

PAYMENT INFORMATION
Installsments are due on the 15th of each month, starting in January. Any payment received after the 20th of each month will be considered late and subject to a $20 late fee.

Please Note: Financial aid recipients’ accounts are still subject to the past due process, including late fees.

MEAL PLANS
Meal plans include flex dollars, which can be used to purchase additional meals or retail items from the below locations.

Dining Locations | City Eats and Bricks

Available Options & Fees (per installment)

- 19 MEALS/WEEK + $37.50 FLEX DOLLARS | $488
- 15 MEALS/WEEK + $50 FLEX DOLLARS | $457
- 12 MEALS/WEEK + $125 FLEX DOLLARS | $484

Available meal plan options and dining locations are subject to change. For more information about meal plans & flex dollars, visit housing.sfsu.edu/dining.

Last Day to Change Meal Plan | February 7, 2022

Depending on the status of COVID-19, guidelines set forth by the San Francisco Department of Public Health may change and Housing eligibility requirements may be applicable at the time of application. In addition, building availability is subject to change and room occupancy may not be to full capacity.
APARTMENTS

SF State’s apartment living options offers students the best of both worlds - independence and community living. Students will enjoy comfortable living spaces while having access to community resources, support, and opportunities to engage with their community.

AMENITIES

Housing fees include:

- Utilities
- Free Wi-Fi (All units except UPN unfurnished)
- Access to on-site laundry facilities
- Trash & recycling services
- Maintenance services

ADDITIONAL FEES

A $200 initial payment is due at the time of application. The initial payment includes:

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- A $20 activity fee
- A $30 non-refundable application fee

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Last Day to Change Meal Plan | February 7, 2022

Depending on the status of COVID-19, guidelines set forth by the San Francisco Department of Public Health may change and Housing eligibility requirements may be applicable at the time of application. In addition, building availability is subject to change and room occupancy may not be to full capacity.
1.01 Alcohol

The regulations governing alcohol in the residence community are in accordance with state and federal laws.

- **1.01a Alcohol Possession:** Possession of alcohol is not permitted in residential community buildings by residents under the age of twenty-one (21).

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

- **1.01c Alcohol Consumption, Paraphernalia, and Other Use:** The use of alcoholic beverages must comply with California State Law and is limited to those persons 21 years of age or older. Alcoholic beverages may not be consumed in public areas (any area outside student rooms). Returning to the residence community under the influence of alcohol or in a manner that negatively affects the community is prohibited. Alcohol paraphernalia (empty bottles, cans, shot glasses, cocktail shakers, beer bongs, etc.) is not permitted. Drinking games (water pong, King’s Cup, etc.) are considered alcohol paraphernalia and promote irresponsible drinking behavior and therefore are not permitted in the residential community unless it is a recognized educational program sponsored by the University or its affiliates. Residents under the age of 21 are not permitted to host guests of any age who are in possession of alcohol. Residents over the age of 21 are not allowed to have alcohol in the presence of anyone under the age of 21.

- **1.01d Alcohol Common Sources, Sale, Distribution, and Manufacturing:** Sale or distribution of alcoholic beverages to any person under the legal drinking age may lead to License Agreement revocation. 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”, purchasing alcohol for minors, or providing alcohol to others may result in termination of the License Agreement.

1.02 Bicycles, Hover boards, Skates, Scooters and Skateboards

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

1.03 Building Exterior

Posting of unapproved signs or erecting of antennas or any other object on the exterior of buildings is prohibited and may violate the University’s Time, Place, and Manner policy. No alteration that 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 require use of an open flame through the Director of Residential Life or designee.

1.05 Circuit Breaker Panel

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

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

1.07 **Community Living Standards:** Further policies and standards regarding on campus living are found in the Community Living Standards Guide. Licensee must abide by all policies and standards outlined in this document.

1.08 **Conduct Expectations:** Licensees are responsible for knowing, understanding, and abiding by the rules and standards of the residence community. Established patterns of behavior that continue to affect the larger community may result in revocation of the License Agreement. Alleged violations of the License Agreement may also be subject to review from a criminal or student conduct code.

1.09 **Cooking:** All assignments with kitchens must confine cooking to the apartment kitchen. In assignments with patios, cooking is permissible with a charcoal grill so long as the grill is 10 feet away from any structure and used coals are disposed of properly.

1.10 **Damages or Misuse of Property:** It is a violation to damage, misuse, alter, or vandalize University property. University property includes all furnishings and structures in the residential living spaces and public areas. Violations include, but not limited to, removing public area furniture from the intended location, tampering with television, telephone, or computer connections, chalking or marking on sidewalks or buildings, unauthorized removal of items from bulletin boards, hanging items or coverings from exterior surfaces, flushing of non-flushable items such as Clorox wipes, cleaning wipes, and feminine products, and removal of window screens. Residents found responsible for violations may be assessed an administrative charge for replacement, repair, or removal of items or damage.

1.11 **Dining Center:** Dishes or utensils that are not designated as to-go shall not be taken from the 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. Food fights are dangerous and expensive. Each resident who is in the dining center when a food fight occurs will be assessed charges for damage and loss. Criminal charges will be pursued as well as referrals to the campus student conduct officer and holds placed on academic records for those who are found participating in a food fight.

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

- **1.12a Drug Possession:** Possession of any illegal, and/or controlled substance, and/or prescription drug other than the person prescribed is prohibited in the residential community.
- **1.12b Drug Hospitalization:** Residents requiring hospitalization related to drug use or consumption will be required to submit to a clinical assessment and review of support measures.
- **1.12c Drug Consumption, Paraphernalia, and Other Use:** Use of any illegal or controlled substance or abuse of prescription drugs other than their intended purpose for the person to whom they are
prescribed, is prohibited in the residential facility and on campus. Use of marijuana is not permitted on campus. Drug paraphernalia includes 'bongs', pipes, and/or other devices that may be used to facilitate the consumption or use of illegal drugs and is prohibited in the residential facility. Returning to the residence community under the influence of drugs is prohibited. Possession of medical marijuana cards are not recognized on campus and in the residential facilities.

- **1.12d Drug Sale, Distribution, or Manufacturing**: Sale or manufacturing of any illegal or controlled substance or of prescription drugs other than for the person to whom they are prescribed, is prohibited in the residential facilities and on campus and may lead to License Agreement revocation.

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

1.14 **Eligibility**: Licensee must be enrolled as a student at San Francisco State University and demonstrating academic progress. Enrollment recommendations are 15 or more units a semester for Undergraduate students and 9 more units as semester for Graduate students. Unit load requirements are in place to help students matriculate through the university.

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

1.16 **Guests and Visitors**: Residents can have 1 guest/visitor with the approval of their roommate(s). All guest/visitors must be affiliated with the university and accompanied by their resident host at all times. Overnight guests are permissible.

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

1.18 **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 or locks are changed to secure the property, Licensee(s) shall be liable for the entire cost of all key and lock replacement. All keys must be returned to The University when Licensee(s) vacates.

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

1.20 **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.

- **1.20a Community Quiet Hours** (the level of noise should be low enough to be conducive to serious study and sleep) are in effect from 10:00 pm to 8:00 am daily. 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.

- **1.20b Hour Quiet Hours**: During final exam and study periods, 24-Hour Quiet Hours will be enforced.

1.21 **Pets**: Fish in an aquarium under ten (10) gallons are permitted. All other pets, and aquariums over 10 gallons, are prohibited. Only pets approved by the Department of Disability Program and Resource center are allowed on campus. Students with an unapproved animal will be permitted to move-in, however, the animal will not be permitted to move in until the approval process has been completed.

1.22 **Room-, Apartment-mate, 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 are expected to participate in conflict mediation and resolution as outlined in the Community Living Standards Guide.

- **1.22a Community Violations**: 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.

- **1.22b Living Agreements**: Agreements must be in collaboration with all Licensees assigned to a common unit. Agreements by the household are to be upheld in managing a reasonable relationship with their room- and apartment-mates.

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

1.24 **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 common or outdoor areas. Upon checkout, Licensee is expected to return residential community furniture to its original arrangement. In unfurnished bed spaces, Licensee is expected to remove all personal furniture upon checkout and return the unit empty of furnishings. Removal of state property from University buildings is prohibited. Patios (where applicable) are not intended for storage. Any items deemed by the University to be a visual detraction from the property or pose a potential health and safety concern may be removed at resident’s expense and/or properly disposed. Personal property may not inhibit pedestrian ingress/egress.

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

- **1.25a Physical Violence**: Licensees are expected to maintain control of themselves when living in the residence community. Licensees who use physical force with the potential for causing death,
disability, or injury may be subject to revocation of their License Agreement. Physical violence includes, but is not limited to, scratching; pushing; shoving; throwing; grabbing; biting; choking; shaking; slapping; punching; burning; and use of restraints or one’s body, size, or strength against another person.

- **1.25b Bullying, Harassment, and/or Retaliation**: Abusive behavior directed toward any member of the campus community deemed sufficiently severe, persistent, or pervasive is prohibited. Abusive behavior directed toward an individual and based on a protected status may be subject to CSU Executive Order 1096 and/or 1097. (see the Community Living Standards Guides).

- **1.25c Dangerous Devices/Weapons**: 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.) laser pointers and common everyday objects with the intent to harm may be considered dangerous devices (steak knives, lighters, etc.). Air weapons are considered “near lethal” and as such are not allowed on campus.

- **1.25d Hospitalization**: Residents requiring hospitalization due to safety concerns may be requested to submit to a clinical assessment and review of support measures.

- **1.25e Fire Alarm and Drills**: Fire drills will be held periodically to ensure Licensees are familiar with the alarm and the emergency building evacuation plan. All persons must leave the building whenever a fire alarm sounds.

- **1.25f 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 may lead to revocation of the License Agreement.

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

**1.27 Social Gatherings**: Social gatherings that are deemed by the University to be unsafe, disruptive or in violation of University, Housing, or Residential Life policies are prohibited.

**1.28 Sports Equipment Use**: The use of sports equipment, such as balls, frisbees, skateboards, rollerblades, scooters, and roller skates are prohibited within the residential community buildings, parking garages and carports, as well as other locations with signage.

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

**1.30 Theft**: Theft of campus property, others’ personal property, or possession of stolen property is prohibited. This includes borrowing other’s property without specific prior approval.

**1.31 Unauthorized Entry/Use**: Unauthorized entry into, unauthorized use of, or misuse of campus property or
2.0 CONDUCT SYSTEM

2.01 Conduct Process: Residential Life conduct procedures are limited to administrative actions, and as such, do not automatically affect a Licensee's student status. If a Licensee's conduct warrants referral for more stringent University action, the Office of Student Conduct will formally advise the Licensee of that process as outlined in CSU Executive Order 1098. Housing sanctions may include formal warnings, reassignment of bed space, probation, community service projects, and/or termination of the Student Housing License Agreement. To remain in good standing, Licensees are expected to participate and complete all conduct obligations.

2.02 Attendance at Appointments: Attendance at scheduled administrative appointments is mandatory. Licensees who fail to make or keep a required appointment risk the conduct process preceding without the benefit of their direct input.

2.03 Conduct Administrative Fee: An administrative fee may be assessed per incident to residents found responsible for violations of their License Agreement.