



**SAN FRANCISCO STATE UNIVERSITY HOUSING
SUMMER 2023 STUDENT HOUSING LICENSE AGREEMENT
TERMS & CONDITIONS PART 1 - 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 communities at the University, and to participate in the voluntary residential dining plan, Licensee agrees to make payments to the University in accordance with the fee payment schedule that accompanies this Agreement.

By completing and electronically signing the License Agreement during the online housing application process, 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 payment 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.

Manzanita Square, hereinafter called “MSQ”. MSQ will only be used at the will of the Student Housing office for special summer groups. The License Term begins on Summer 2023 contract start date of a designated move-in date. All associated rooms will be assessed starting on this date. Room charges will not be prorated if the licensee moves in after the designated move-in date and time has passed. The License term ends based on the summer contract date for all licenses unless sooner terminated under the provisions of this License Agreement. If Licensee completes an application for fall 2023, Licensee will be permitted to occupy assigned bedspace until the start of the next 12-month installment contract period.

Village at Centennial Square Building C is hereinafter called “VCS”. The License term begins on Summer 2023 contract start date of a designated move-in date. All associated room will be assessed starting on this date. Room charges will not be prorated if the licensee moves in after the designated move in date and time has passed. The License Term ends based on the summer contract date for all licenses unless sooner terminated



under the provisions of this License Agreement.

University Park South is hereinafter called “UPS”. UPS will only be used at the will of the Student Housing office for special summer groups. The License Term begins on Licensees Summer 2023 contract start date of a designated move-in date. All associated room charges will be assessed starting on this date. Room charges will not be prorated if the licensee moves in after the designated move in date and time has passed. The License term ends based on the summer contract date for all Licensees unless sooner terminated under the provisions of this License Agreement.

SUMMER SESSIONS TERMS:

License Term dates are as follows unless sooner terminated under the provisions of this License Agreement:

SESSION R1 – Begins Sunday, June 4, 2023 and ends Saturday, July 8

SESSION R2 – Begins Sunday, June 18, 2023 and ends Saturday, August 12, 2023

SESSION R3 – Begins Sunday, July 9 and ends Saturday, August 12, 2023

SESSION R4 – Begins on Sunday, June 4, 2023 and ends on Saturday, August 12, 2023

All License Terms and associated room charges begin on Sunday and end on Saturday. Licensee may check in at the designed move-in date.

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

If applicable, the licensee continuing to the academic year 2023-2024 must transition on, or before, Saturday, August 12, 2023. Rates will be assessed for transition charges per the summer 2023 and/or the academic year 2023-2024 fee schedule. Failure to complete the transition will result to additional room charges.

In order to be eligible for summer-to-fall transition process, the licensee must have:

- Completed a 2023-2024 academic year housing application
- Received a 2023-2024 housing reservation

II. OCCUPANCY

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 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.

Food Services will be available to those who have a voluntary meal plan. Voluntary meal plans are purchased directly from the Residential Dining Services vendor and are not subject to the student License terms and Conditions. Mandatory and voluntary meals are non-transferable.



III. 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, people of all ages are at risk. People 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:

- A)** 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.
- B)** 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.
- C)** 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.
- D)** 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.

IV. 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.

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 2022-2023 Academic Year | Student Housing License Agreement Page 5 of 29 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 with a booster shot with a negative COVID-19 test taken off campus within 72 hours is recommended. Students may be required to 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 summer 2023 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 directives or policies.

V. COVID-19 OCCUPANCY REQUIREMENTS

- A)** 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.

- B)** 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.
- C)** 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.
- D)** 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 2022-2023 Academic Year | Student Housing License Agreement Page 6 of 29 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 recommended. Students may be required to show proof of the COVID-19 test upon check-in.
- E)** Licensee are expected to follow guest and visitor policies stated in Section 3 of the Terms and Conditions.
- F)** Licensee who are fully vaccinated may be required to participate in a COVID-19 surveillance testing schedule.
- G)** Licensee who are approved for an exemption may be required to participate in weekly COVID-19 testing throughout the semester/academic year.
- H)** Upon occupancy, a licensee with an approved medical or religious exemption from vaccination may be required to self-quarantine in their assigned bedroom for a period determined by the Department of Public Health (DPH).
- I)** 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.
- J)** 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. CAMPUS RIGHT OF ENTRY

- A)** Residents are recommended to wear a mask or face covering at all times while within the housing community public areas and must follow guidelines provided by the City and County of San Francisco and Center of Disease Control and Prevention (CDC).
- B)** Residents are recommended to wear a mask or face covering during health and safety inspections, custodial services, maintenance repairs, any other inspections 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.

- C) Resident students are recommended 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.

VII. 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 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.

VIII. CONFIRMED POSITIVE OR EXPOSURE TO COVID-19 PROCEDURES

- A) 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 be in compliance with the notification protocols outlined on the University's COVID-19 webpage, and report the results within two (2) hours using one of the following methods: COVID-19 exposure form or email covid19@sfsu.edu.
- B) If Licensee tests positive for COVID-19, Licensee agrees to self-isolate in their assigned unit. In addition, Licensee agrees wear a mask at all times in their unit and 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.
- C) 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.
- D) 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.
- E) 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.



IX. 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 the application for the following reason:

- Class standing or intended area of study eligibility requirements did not match your preference
- The community preference is full
- The community preference has been designated as 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. Unauthorized room changes at any time during the contract term are prohibited and considered a serious material breach of the license.

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.

- B) Assignment Changes:** Room changes will be made on an emergency and administrative need basis only. 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" and on the housing website. 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.

X. ENHANCEMENT OF EDUCATIONAL EXPERIENCE

- A)** The 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 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.



XI. RESERVED GARAGE AND PARKING SPACES

A. University Housing offers reserved parking spaces to licensed residents in the Village and University Park South 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 South and the 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. Licensee is eligible to assign their own parking space based on Licensee's housing assignment at the time the parking permit is issued.

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. 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.

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

J. Licensee acknowledges that a cancellation of parking in after July that no proration be granted.

Cancellation of parking prior to July will be prorated after confirmation is received that the vehicle is no longer there. It is the responsibility of the licensee to notify the Housing business office. Processing fees of the cancellation will be deducted from the proration, and processing fees are subject to change.



XII. 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 XXIII. 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.

XIII. 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, 2022-2023).

XIV. 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.

XV. 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) Licensee is prohibited from hanging items on sprinkler heads.
- D) 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 and request for repairs or service must be submitted online as a work order/service request directly with the Facilities department. The University will make reasonable efforts to keep the building and facilities and the bed space assigned to the Licensee in good working order.
- E) 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.
- F) 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.
- G) **Laundry Facilities:** SF State University assumes no responsibility in the use of laundry equipment or for lost items.
- H) **Internet Services:** Each unit is equipped with an Internet connection. Internet speeds are subject to change and not guaranteed. In furnished units, licensees are prohibited from adding another internet provider or install personal internet equipment.
- I) **Packages:** The University is not responsible for perishable packages or delivery; licensee is responsible for perishable packages to be picked up with the delivery service vendor. The licensee has 30 days upon delivery to pick up regular packages. Failure to pick up packages within the timeframe will result in the packages being discarded. The University is not responsible for lost or stolen packages. See Community Living Guide for information for further information about packages.

XVI. 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 \$370 of the 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* 30 day prior to the Licensee's assigned move-in date.
- Licensee cancels within 30 days of receiving a reservation.
- Failure to cancel within these set timeframes will result in the assessment of a \$370 Notice Charge. No refund of the initial payment will be issued.

XVII. CANCELLATION BY LICENSEE DURING THE FEE PERIOD

A request in writing to cancel a Student Housing License Agreement during the License Term requires fourteen (14) 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 Intent to Vacate request. The determination will be based on the following standards with appropriate verification.

Upon the approval of the Intent to Vacate request, licensee will be assessed one of the following as determined by the University:

- Charged room and/or board fees up to the day keys are returned.

XVIII. 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 of the summer session.

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.

XIX. 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.

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

XXI. 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.

XXII. REFUNDS

The University shall authorize refunds only as provided for in Title V (and the Housing Facility Rules & Regulations). Any payment credit related to housing will apply to open and outstanding campus obligations before the credit is refunded to the student. Refunds of funds owed by the University may take up to three weeks from the cancellation date. Payments made in the form of check, cash, credit card or E-check will be processed by Housing Financial Services. Payments made by Financial Aid will be refunded by the Bursars' Office within 21 business days of the payment becoming an un-applied credit as a result of an adjustment or approved pro-ration or room and/or board charges.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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, inspection of an empty space 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 the Licensee denies entry to the unit, a \$500 cleaning fee along with the entire semester installment fee for the vacant space will be immediately assessed to entire household. In addition, the entire household will be blocked from applying for future housing options in the Student Housing Program.



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.

XXVII. VISITORS AND GUESTS

Licensee shall permit no visitors or guests to enter their assigned living space, except as permitted by Section 1.16 Guests and Visitors of the Housing Facility Rule & Regulations Guide. The University reserves the right to deny access to any visitor or guest.

XXVIII. 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) Explosions
 - 3) Smoke damage
 - 4) Discharge of sprinkler head

Theft, burglary and vandalism are not covered perils under the liability-only policy 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 or property damage of Licensee. Residents are required to carry sufficient personal insurance on their property and to protect them from liability to avoid loss due to fire, flood, theft, personal injury or injury to others, or other casualty. The University will not be financially responsible for replacement of any items or for Residents' liability unless as direct and proximate result of the University's negligence.

XXIX. 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.

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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.



**SAN FRANCISCO STATE UNIVERSITY HOUSING
SUMMER 2023- STUDENT HOUSING LICENSE AGREEMENT
TERMS & CONDITIONS PART 2 – FEE PAYMENT INFORMATION & SCHEDULE**

PLEASE READ CAREFULLY AND RETAIN FOR FUTURE REFERENCE. The following contains information concerning payment procedures, payment amounts, and payment due dates. The Fee payment schedule that follows contains a one-time payment for the contract period.

- A) MAKING PAYMENTS:** Payments are to be submitted directly online or can be mailed to: SF State University Housing Office, 750 Font Boulevard, Suite 5000, San Francisco, California 94132. Checks, money orders, or cashier's check must be made payable to "SAN FRANCISCO STATE UNIVERSITY" or "SF STATE" and should contain the Licensee's name and University Student ID number. Payments 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) PAYMENT PLAN:** Licensee shall be responsible for payment of fees for the entire License term. The Initial Fee of \$400 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. This includes the APPLICATION FEE (\$30 non-refundable). The remaining \$370 will be applied to 1st week installment
- C) SUMMER 2023 DUE DATES:** All summer 2023 Housing obligations will have a due date of June 15, 2023. Charges not paid in full by July 15, 2023 will be assessed a \$20 late fee and a student financial obligation (SFO) hold will be place on the licensee's university account.
- 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 Fee Payment is not covered by Licensee's financial aid award and must be submitted with this License Agreement. Payments are deducted from Financial Aid disbursement(s) and applied toward the housing balance. Amounts are indicated on the Fee payment 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 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 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 the Application Fee (\$30), Activity Fee (\$20) and the remaining fee (\$370) initial payment credit that will be applied towards the summer account. 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 a late fee equal to \$20 that will be assessed if any outstanding obligation is as of July 15, 2023. 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.
- 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 the summer 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 pay.
- 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 activity fee will be charged at the beginning of the summer semester. This fee entitles Licensee access to educational and social programs sponsored by the residential community.



Learn here. Live here. Love it here.



Summer housing options are available at the Village at Centennial Square (VCS). This community provides apartment-style housing options and offers residents a social/lifestyle experience by incorporating a courtyard, eating options, and a convenience store.

INCLUDED WITH YOUR HOUSING FEES



Utilities



Maintenance Services



Access to On-site Laundry Facilities



Free Wi-Fi (except UPN unfurnished)

ELIGIBILITY

To be eligible to live on campus for summer, individuals need to be admitted to SF State and must be registered for classes in one of the following summer sessions:

R1: 5 weeks | **R2:** 8 weeks | **R3:** 5 weeks | **R4:** 10 weeks

ADDITIONAL FEES

A \$400 initial payment is due at the time of application. The initial payment includes a \$370 credit applied to your first installment, a \$20 activity fee, and a \$30 non-refundable application fee.

PAYMENT INFORMATION

All summer fees are due on June 15, 2023. Any payment not received July 15, 2023 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.

SPRING TO SUMMER TRANSITION | 5/28/23 - 6/3/23

RESIDENCE HALLS	\$350	UPN SINGLE FURNISHED	\$490
TCS DOUBLE 1 BD	\$490	UPN SINGLE UNFURNISHED	\$378
TCS DOUBLE 2 BD	\$427	UPN DOUBLE FURNISHED	\$441
TCS TRIPLE	\$371	UPN DOUBLE UNFURNISHED	\$336
TJS SINGLE	\$441	VCS SINGLE	\$525
TJS DOUBLE	\$385	VCS DOUBLE STANDARD	\$462
UPS SINGLE	\$490	VCS DOUBLE JUNIOR	\$399
UPS DOUBLE	\$441		

SUMMER RATES | 6/4/23- 8/12/23

SINGLE | \$525 **DOUBLE+** | \$462 **DOUBLE** | \$399

Fees are per week. | 1 installment due for all weeks of the License Agreement contract period.

SUMMER TO FALL TRANSITION | 8/12/23

SINGLE | \$75 **DOUBLE+** | \$66 **DOUBLE** | \$57

Fees are per day.

MEAL PLANS

A meal plan is not included with summer housing. Summer residents can purchase a voluntary meal plan at sfstate.sodexomyway.com.

CURRENT RESIDENT TRANSITION PROCESS

SPRING-TO-SUMMER 2023

- ▶ **STAY** in your current space during the transition period (May 28 - June 3, 2023). Spring-to-summer transition rates apply.
- ▶ **MOVE** to assigned summer space on June 4, 2023. Summer license agreement begins and summer rates apply.

SUMMER 2023 TO ACADEMIC YEAR 2023-2024

- ▶ **MOVE** to your academic year 2023-2024 space on August 12, 2023. Summer-to-fall transition daily rate apply.



**SUMMER 2023 STUDENT HOUSING LICENSE AGREEMENT
TERMS & CONDITIONS PART 3 – HOUSING FACILITY RULES AND REGULATIONS**

- 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, unicycles and Skateboards:** Bicycles, skates, scooters, unicycles 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 (see Community Living Guide) 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. (see the Community Living Standards Guide)
- 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:** No food, dishes, or utensils shall be taken from the City Eats Dining Center. Meals may not be shared or transferred. Disorderly conduct is not permitted. Being found responsible for initiating or participating in a food fight is grounds for termination of License Agreement and/or restitution for loss and damages. Additional expectations with our Dining Services can be found in the Community Living Standards Guide.
- 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. Summer enrollment recommendations are 6 or more units for Undergraduate students and 9 or more units 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 up to 2 guest/visitors with the approval of their roommates permitted by the Guest Policy in the Community Living Standards Guide and as referred to in section I of this agreement. All guest/visitors must be accompanied by their resident host at all times. Overnight guest are permissible, but cannot stay for a duration exceeding 72 hours (three days). This policy may be subject to change in response to current COVID-19 Conditions
- 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.
- 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 24-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 property owned, rented, or leased by a member of the campus community is prohibited.

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 proceeding 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.