

2011 SUMMER Terms and Conditions Student Housing License Agreement

SF STATE UNIVERSITY HOUSING 2011 SUMMER STUDENT HOUSING LICENSE AGREEMENT TERMS & CONDITIONS PART 1 - AGREEMENT AND FEES

I. AGREEMENT

This License Agreement, hereinafter "Agreement" or "License", is entered into for the entire Summer 2011 between the Trustees of the California State University by San Francisco State University, hereinafter called the "University," and the above named person, hereinafter called the "Licensee". In consideration for the right to occupy the assigned bed space within the student housing facility at University, and to participate in the Residential Dining Plan, Licensee agrees to make payments to University in accordance with the Fee Payment Schedule which accompanies this Agreement (Part 2).

License Term: Licensee understands this Agreement is for the entire **2011 SUMMER** and he/she is obligated to meet fully the financial obligations outlined herein.

Residence Halls, hereinafter called "RH", consists of Mary Ward Hall and Mary Park Hall. Science and Technology Theme Community is hereinafter called "STTC". Towers at Centennial Square is hereinafter called "TCS". Village at Centennial Square Buildings A, B, C is hereinafter called "VCS A", "VCS B", "VCS C". University Park South is hereinafter called "UPS".

The License Terms begin the day after Spring semester move out, **Saturday May 21, 2011** and ends the last day of Summer session, **Friday, August 12, 2011** for all Licensees unless sooner terminated under the provisions of this License Agreement. In addition, a SUMMER ADDENDUM will be available from **Saturday May 21, 2011** to **Saturday, June 4, 2011** for current spring residents who will continue as R1 summer session residents.

Security Deposit: A Security Deposit equal to **\$100** shall be required at the time of execution of this License. This sum shall be applied and accounted for in accordance with the provisions of California Civil Code section 1950.5 and any other applicable statuses. The Licensee makes this Security Deposit against any damage, except reasonable wear, done to the premises by the Licensee, his/her family, guests, invitees, and/or agents. Licensee agrees to pay when billed the full amount of any such damage in order that the Security Deposit will remain intact. Upon termination of this License, the Security Deposit shall be refunded to the Licensee or shall be applied to any such damage or any delinquent rent payment.

II. OCCUPANCY

A) 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. Specific assignment of a space shall be made by University and may be changed by 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 University. The acceptance of payment from any other individual shall be deemed to be 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 him/her by the University.

B) SPRING TO SUMMER TRANSITION TERMS: Spring 2011 License Terms end **Friday, May 20, 2011 at 8pm**. Spring residents who are continuing as summer R1 residents may apply for an addendum to stay on campus until their summer move in date.

On **Wednesday, May 25, 2011**, all current Spring 2011 residents must begin to transition to their Summer 2011 space. The transition to their Summer 2011 space must be completed by **Friday, May 27, 2011 5pm**. Meals are not included with this Addendum period; residents may purchase meals at the Dining Center.

The addendum will be in two parts:

Part one including the dates **Saturday, May 21, 2011 to Tuesday, May 24, 2011**, in which the resident will be charged the daily rate of their Spring 2011 space.

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Part two including the dates **Wednesday, May 25, 2011 to Saturday, June 4, 2011**, in which the resident will be charged the daily rate of their Summer 2011 space.

C) SUMMER SESSIONS TERMS: Summer session License Terms are as follows:

SESSION R1. The License Terms begin **Sunday, June 5, 2011 and ends Saturday, July 9, 2011** unless sooner terminated under the provisions of this License Agreement.

SESSION R2. The License Terms begin **Sunday, June 19, 2011 and ends Friday, August 12, 2011** unless sooner terminated under the provisions of this License Agreement.

SESSION R3. The License Terms begin **Sunday, July 10, 2011 and ends Friday, August 12, 2011** unless sooner terminated under the provisions of this License Agreement.

D) SUMMER TO FALL TRANSITION TERMS: Summer 2011 License Terms end Friday, August 12, 2011 at 8pm. All Summer residents who are not continuing as Fall 2011 resident must vacate by 5pm Friday, August 12, 2011. Summer residents who are continuing as Fall 2011 residents may apply for an addendum to stay on campus until their Fall move in date. Meals are not included with this Addendum period; residents may purchase meals at the Dining Center.

The addendum:

The Addendum is for the dates of **Saturday, August 13, 2011 to Tuesday, August 16, 2011**, in which the resident will be charged the daily rate of their Fall 2011 space.

On **Sunday, August 14, 2011**, residents continuing to Fall 2011 housing with a paid addendum must transition to their fall 2011 space. Their transition to their Fall 2011 space must be completed by **Monday, August 15, 2011**.

E) Fees for the Meal Plans are collected by University on behalf of the meal services provider, Residential Dining Services. Food services Summer 2011 will begin for breakfast on **Sunday, June 5, 2011**, and will end after lunch on **Friday, August 12, 2011**, unless terminated sooner under the provisions of this License Agreement. Food services will not be available during the following period of **Saturday, May 21, 2011 through Tuesday, June 1, 2011**. Brunch services will be available for purchase **Wednesday, June 1 through Saturday, June 4** and **Saturday, August 13 through Tuesday, August 16**.

Specific details concerning meal service are contained in Part 3 Housing Facility Rules & Regulations.

III. ENHANCEMENT OF EDUCATIONAL EXPERIENCE

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

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

IV. TERMS AND CONDITIONS

A) 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 University Housing and the Dean of Students Offices or online at www.oal.ca.gov/ (**California Code Regs, Title 5, Division 5, Chapter 1, sub-chapter 5, Article 5**)

B) Licensee agrees to comply with the Part 3 Housing Facility Rules & Regulations, and the guidelines contained in the "Residential Community Living Guide" available at www.sfsu.edu/~housing, and any subsequent amendments.

C) This License Agreement shall not be transferred except as permitted in Section IX. 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 License Agreement. Any attempted subletting or assignment in violation of this provision shall be void.

D) It is understood and agreed by Licensee and University that no lease or any other interest in real property is created by this Agreement.

V. USE OF PREMISES

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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 residence community.

VI. MAINTENANCE OF PREMISES

- A) University shall provide Licensee **with a bedspace** within the student housing facility and its furnishings and in the condition noted on the Room Condition Form to be completed at the time of occupancy. Licensee agrees to give reasonable care to her/his living unit and its furnishings and to make payment for any damage or loss promptly upon demand by 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 pay University the reasonable costs incurred for returning the living unit to a condition of good order and repair. As part of such reimbursement, Licensee's security deposit, or a portion thereof, may be expended for the purpose of payment of such costs.
- B) Licensee shall make no alteration to the housing facility without the permission of University. Any structural addition or alterations, including lofts, are prohibited without written permission from University.
- C) All notices and requests for repairs or services by Licensee (including security related matters) must be in writing to University. 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. University will make reasonable efforts to keep the building and facilities and the bed space assigned to the Licensee in good working order.

VII. CANCELLATION BY LICENSEE PRIOR TO FEE PERIOD

- A) Licensee may cancel a space reservation by giving written notice to University at least thirty (30) days prior to the beginning of the licensed term.
- B) A request to cancel a reservation less than 30 days prior to the beginning of the licensed term shall include Licensee's statement of reasons. University may grant or deny the request based on the following standards with appropriate verification (see Housing Facility Rules & Regulations Part 3, 3.0):
- 1) End of student status certification from Registrar's Office required.
 - 2) Marriage or Domestic Partnership marriage or domestic partnership certificate required.
 - 3) Hardship or extraordinary circumstances occurring subsequent to the signing of the Student Housing License Agreement determined by University to be beyond the control of Licensee.

VIII. CANCELLATION BY LICENSEE AFTER THE BEGINNING OF THE FEE PERIOD

- A) Any Licensee who requests to vacate the student housing facility after the beginning of the licensed term shall give at least a thirty (30) day written notice of intent to vacate and the reason therefore and must meet the following criteria:
- B) University may grant or deny a request to vacate submitted pursuant to Subsection A above. The determination will be based on the following standards, with appropriate verification (see Housing Facilities Rules & Regulations Part 3, 3.0):
- 1) End of student status certification from Registrar's Office required.
 - 2) Marriage or Domestic Partnership marriage or domestic partnership certificate required.
 - 3) Hardship or extraordinary circumstances occurring subsequent to the signing of the Student Housing License Agreement determined by University to be beyond the control of Licensee.

IX. REVOCATION OF LICENSE AGREEMENT

- A) University may revoke this License Agreement upon the following conditions:
- 1) In the event of misconduct as listed in 41301, Title V, California Code of Regulations.
 - 2) Failure of Licensee to maintain status as a student at University.
 - 3) Licensee's breach of any term or condition of this License Agreement, including failure to pay required fees.
 - 4) Administrative necessity of University.
- B) University shall provide Licensee not 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.

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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.

X. ABANDONMENT OR TERMINATION BY LICENSEE

Except as permitted in Section VII or VIII 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 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 University, which consent shall not reasonably be withheld.

XI. 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, vandalism, civil disorder, compliance with state or federal law, unanticipated interruption of basic services, or a drop in the rate of space cancellations not reasonably foreseen by University, if such drop results in an over-booking of available housing facilities.

XII. REFUNDS

University shall authorize refunds only as provided for in Title V (and the Housing Faculty Rules & Regulations). Refunds on any money owed by the University may take six to eight weeks from cancellation date.

XIII. 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.

XIV. 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.

XV. TREATMENT OF INDEBTEDNESS

Failure of Licensee to satisfy the financial obligations of this License Agreement may result in one or all 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.

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.

XVI. RIGHT OF ENTRY

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. University shall exercise

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these rights reasonably and with respect for Licensee's right to be free from unreasonable searches and intrusions into study or privacy.

XVII. VISITORS AND GUESTS

Licensee shall permit no visitors or guests to enter their assigned living space, except as permitted by Section 1.20 "Guest Conduct" of the Housing Facility Rule & Regulations.

XVIII. INSURANCE

A) During the period covered by this License Agreement, Licensee is required to carry sufficient health and accident insurance and provide verification of coverage.

B) University has no insurance to cover the personal or property damage of Licensee. Residents are advised 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. University Housing will not be financially responsible for replacement of any items or for Residents' liability unless as direct and proximate result of University Housing's negligence.

XIX. LIABILITY

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.

XX. 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.

XXI. TAXABLE POSSESSORY INTEREST

It is the position of 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.

UNIVERSITY HOUSING 2011 SUMMER STUDENT HOUSING LICENSE TERMS & CONDITIONS PART 2 – FEE PAYMENT INFORMATION & SCHEDULE

FEE PAYMENT SCHEDULE

PAYMENT OF FEES: All Summer Licensee and Summer Addendum fees must be paid in full at the time of license. Please refer to the signature page of your License Agreement which outlines summer fees in detail.

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UNIVERSITY HOUSING

2011 SUMMER STUDENT HOUSING LICENSE TERMS & CONDITIONS PART 3 – HOUSING FACILITY RULES AND REGULATIONS

1.01a Alcohol Possession, Transportation, Consumption, Alcoholic beverages and Other Substance Use: As all residents in RH, STTC, and TCS are under 21 years of age, with the possible exception of some staff members, these facilities should be free of alcohol in accordance with state law. In the, VCS and UPS, the use of alcoholic beverages must be in compliance 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). Residents under the age of 21 are not permitted to host in their room guests or residents of any age who are in possession of alcohol. Residents over the age of 21 who host guests, roommates, or residents under the age of 21 in their rooms will have their alcohol emptied out and all non-registered guests will be asked to disperse the apartment. **Detectable intoxication by residents under the age of 21 within the residence community is prohibited.**

1.01b Alcohol Paraphernalia: Kegs and other similar over-sized “common source” containers are expressly prohibited in or around the Residential Community. Possession of alcohol paraphernalia (empty bottles, cans, shot glasses, cocktail shakers, etc.) connote alcohol consumption and are therefore not permitted in Residential Community buildings by residents under the age of 21. Possession of a keg or cache of alcohol deemed a “common source” may result in termination of the License Agreement.

1.02 Bicycles, Skates, and Skateboards: Bicycles, skates, and skateboards must be kept in designated areas and their use is not permitted on patios or other posted areas. Bicycles, skates, and skateboards may be confiscated if left or ridden in unauthorized areas. Bicycles kept in the Residence Community must be registered with the Housing Office.

1.03 Building Exterior: Posting of unapproved signs or erecting of antennas or any other object on the exterior of buildings is prohibited. No alteration which 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 residence community. No fuel powered motor vehicles or associated parts are permitted within residence community for use, maintenance, repair, or storage. Arrangements may be made for special purposes that may require use of an open flame.

1.05 Circuit Breaker Panel: In spaces containing a Circuit Breaker Panel, all items must be kept away from the wall 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 residence community. This regulation extends to all forms of technology [video cameras, camera phones, etc.] used in filming or photography for commercial use or publication.

1.07 Conduct Expectations: Violations or attempted violations of the Student Housing License Agreement may result in revocation of the License Agreement and other disciplinary and/or administrative action. Licensees may be held responsible, under the current License Agreement, for policy violations occurring during prior license periods. Licensees are held responsible for their own actions and for soliciting or assisting another's involvement in any residence community or University policy violations.

1.08 Computer Policy: Connection to Housing's wireless and Ethernet network is a privilege afforded to members of the residence community who abide by the ResNet (Apogee) Acceptable Use Policy. Violations of the Acceptable Use Policy or Copyright Law may result in loss of network privileges.

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1.09 Cooking: All RH and STTC cooking must be confined to the kitchen in Mary Park Hall. All TCS, VCS and UPS cooking must be confined to the apartment kitchen. Cooking beyond approved electrical devices is not permitted in RH and STTC rooms, apartment bedrooms or elsewhere within the facilities. Cooking with a charcoal grill on the patio at UPS is permissible so long as the grill is 10 feet away from the building and used coals are disposed of properly.

1.10 Damages and Repairs: Licensees agree to give reasonable care to their room/apartment and ensure sanitary and safe conditions acceptable to University. Licensees are responsible for the removal of their own trash and recycling to a centralized trash/recycling collection area in their complex. Licensees agree to pay for any damages to University property willfully or negligently caused by the Licensee or the Licensee's guest(s). Licensees are collectively responsible for paying for damages to the building and for damaged or missing furniture or equipment which occur within common areas, including the Dining Center. If damage in common areas cannot be traced to a specific individual or group but was in substantial part caused by individuals, groups, or invited guests acting from within the residence community, the Licensees of the hall or complex will be charged collectively. Licensees are financially responsible for any damage to their room and furnishings other than normal wear and tear. Housing will make all repairs; Licensees are not permitted to make or contract for repairs.

1.11 Dangerous Devices: Air soft guns and rifles are considered "near lethal" and as such are not allowed on campus. Possession of air soft rifles or guns is grounds for termination of License Agreement. 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, etc) is prohibited.

1.12 Dining Center: No food, dishes, or utensils shall 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.

1.13 Drugs: In accordance with State and Federal law, possession, sale, use, or manufacturing of any illegal or controlled substance or abuse of prescription drugs other than their intended use for the person to whom they are prescribed, is prohibited in the residence facility and on campus. Possession or use of drug paraphernalia is also prohibited in the residence community. Drug paraphernalia includes 'bongs', pipes, and/or other devices that may be used to facilitate the consumption of illegal drugs. Any paraphernalia found will be confiscated. Use of medical marijuana is not permitted and medical marijuana cards are not recognized on campus and in the residence facilities.

1.14 Electrical Appliances: All appliances or electrical devices should be compatible with 110 volts 60 cycle AC and be UL approved. Extension and multi plug adapters are prohibited. When power strips are used, circuit breakers and reset buttons are required. 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.

1.15 Eligibility: Licensee must be enrolled as a student at San Francisco State University and meet the following requirements:

Licensee must be currently enrolled in 1 or more summer semester units of instruction at San Francisco State University. Failure to maintain student status will result in revocation of the License Agreement. Any individual convicted of a felony and/or crime demonstrating violent, anti-social behavior will be denied permission to use university housing facilities.

1.16 Fire Alarms 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.

1.17 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.

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1.18 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 is cause for immediate termination of License Agreement.

1.19 Gambling: Gambling is prohibited in the residence communities.

1.20 Guest Conduct: A "guest" is defined as any person who is not an assigned resident of the University residential community room or apartment being visited. A "host" is defined as a person who is assigned to the particular University residential community student room or apartment being visited. Licensees (Hosts) must accompany their non-resident guests at all times within the residential community (or University owned facilities). Licensees are responsible and accountable for the conduct of their guests while in residential community property, in immediate areas adjacent to the residential community, and/or at residential community-sponsored or supervised activities. Residents will be required to sign in their guest at the residential community desk and present a registered Guest Pass, when asked, while visiting the residential community. Housing & Residential Life staff reserve the right to deny access to any guest whose behavior is deemed inappropriate.

A Licensee may have an overnight guest by obtaining his/her roommate's prior approval. An approved guest is permitted to stay free of charge for two nights in any one calendar month. If a Licensee (Host) has a guest who stays more than two nights in one calendar month, a daily rate may be charged. Arrangements for extended overnight stays and withdrawal of guest privileges are at the discretion of the Area Coordinator.

1.21 Harassment: Abusive behavior directed toward any member of the campus community is a violation of Title V of the California Code of Regulations, Section 41301 and is prohibited.

1.22 Keys: All keys and key cards remain the property of the University and may not be duplicated. Licensees are not allowed to loan, sell, or transfer a University key or key card to any person for the purpose of allowing that person access to or use of facilities.

1.23 Noise Policy and Quiet Hours: The use of amplified equipment in residence community buildings, with the exception of stereos, or any disruptive level of noise is prohibited at all times.

- In MPH, MWH, STTC, TCS, and VCS: Quiet Hours (the level of noise should be low enough to be conducive to serious study) are in effect from 11:00pm-9:00am Sunday through Thursday, and from 12:30am-9:00am Fridays, Saturdays, and nights preceding holidays. During final exam and study periods, 24-Hour Quiet Hours will be enforced.
- In University Park North/South [UPS]: Quiet Hours (the level of noise should be low enough to be conducive to serious study) are in effect from 10:00 pm-8:00am daily.

1.24 Pets: Fish in an aquarium under 10 gallons are permitted. All other pets, and aquariums over 10 gallons are prohibited. Pet prohibitions apply to all mammals, reptiles, birds, and insects.

1.25 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 and imminent danger to the student, to others, or to society (San Francisco State University Bulletin, 2011-2012).

1.26 Relations: Any Licensee who by virtue of their behavior to themselves or others, shows an inability to live in a group setting and refuses intervention, will be asked to leave the residence community or commit to a behavioral contract which may involve the intervention of other sources as prescribed by the Executive Director or their designee. Acts of aggression violate California statutes as well as Title V of the California Code of Regulations, Section 41301, and are prohibited.

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1.27 Resident Activity Fee: A **\$30** optional Resident Activity Fee (non-refundable after opening day) included with the first installment payment entitles Licensee access to educational and social programs sponsored by the residence community.

1.28 Roommate and Community Expectations: In accordance with residence community policies, all Licensees are expected to consistently demonstrate the ability and willingness to maintain reasonable relationships with their roommates and neighbors. Licensees who anticipate or observe violations of residence 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 residence community policy violation are considered condoning, supporting, and/or encouraging the policy violation, and will be held responsible for the violation.

1.29 Roofs, Ledges, and 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.

1.30 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 outdoor areas. Upon checkout, Licensee is expected to return residence community furniture to its original arrangement. Removal of state property from University buildings is prohibited. In UPS, Residents shall not leave personal property in the common areas. Patios are not intended for storage. All weather/outdoor patio furniture, charcoal grills [not propane], bikes, and plants may be kept on designated patios in UPS. Any items deemed by Housing to be a visual distraction from the property may be removed at resident's expense and/or disposed of. Personal property may not inhibit pedestrian egress.

1.31 Safety: Licensees are expected to avoid endangering or causing to be endangered (directly or indirectly) the safety of any person, including self. Examples of safety violations that can lead to License revocation include (but are not limited to) expelling items from the residence community, bomb threats, the activation of false alarms, tampering with emergency equipment such as fire sprinklers, security systems or elevators.

1.32 Social Gatherings: Parties are prohibited in the residential community. Gatherings that are deemed by Residential Life staff to be unsafe, disruptive, or in violation of University, Housing, or Residential Life policies may be required to disperse, and non-residents escorted out of the building.

1.33 Smoking: San Francisco State University, including the residence community (rooms/apartments and common areas) is a smoke-free environment.

1.34 Sports Equipment Use: Playing with any sports equipment, such as balls or Frisbees, as well as skateboarding, rollerblading, and skating is prohibited within residence community.

1.35 Staff Requests: Residents are required to comply with requests from any staff member. 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.

1.36 Telephone, Email and Cable: A campus telephone number and e-mail service are provided for each Licensee. Licensees are required to activate their campus email account. Official University business will utilize the Licensee's campus room telephone number, SF State e-mail address and mailbox. It is expected Licensees will regularly check their e-mail and campus mailbox. Cable service is provided for all Licensees.

1.37 Theft/Burglary: Unauthorized entry into, unauthorized use of, or misuse of campus property or property owned, rented, or leased by a member of the campus community, and/or theft of, or non-accidental damage to, campus property

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or property in the possession of or owned by a member of the campus community may result in termination of License Agreement. The University does not assume legal obligation for damage, theft or loss of personal property. Residents are encouraged to obtain appropriate insurance.

1.38 Waterbeds: Waterbeds are not permitted.

2.0 JUDICIAL SYSTEM

2.01 Judicial Procedures: University Housing judicial 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 the Dean of Students will formally advise the Licensee of that process. University Housing sanctions may include formal warnings, re-assignment of bed space, probation, community service projects, and/or termination of the Student Housing License Agreement.

2.02 Attendance at Appointments: Attendance at scheduled administrative housing appointments is mandatory. Licensees who fail to make or keep a required appointment are subject to termination of the Student Housing License Agreement. Violations of University Housing probationary or warning letters also subject a Licensee's Student Housing License Agreement to termination.

2.03 Judicial Administrative Fee: A **\$20.00** administrative fee will be assessed per incident to residents found responsible for violations of their License Agreement.

3.0 LICENSES CANCELLATIONS, REFUNDS, TREATMENT OF INDEBTEDNESS

3.01 Cancellation prior to the fee period with 30-day notice: If written notice is received at the University Housing Office at least 30 days prior to the beginning of License Term the Licensee may cancel a reservation for any reason and receive a full refund of fees paid in advance (minus any non-refundable fees).

3.02 Cancellation prior to the fee period with less than 30-day notice: A Licensee who makes a request to cancel a reservation less than 30 days prior to the beginning of License Period will be subject to the following:

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, the Licensee will receive a full refund of fees paid in advance (minus any non-refundable fees).

OR

If the University is not able to find a suitable replacement for the Licensee, to the extent that honoring the request to cancel the reservation would adversely impact the overall occupancy of the facilities, the Licensee may be determined to owe the amount due under the full fee period of the License Agreement. If the Licensee requests that the notice requirement be waived, such request must be accompanied by written verification of one of the following:

- 1) *End of student status* – certification from Registrar's Office required.
- 2) *Marriage or Domestic Partnership* – marriage or domestic partnership certificate required.
- 3) *Hardship or extraordinary circumstances* occurring subsequent to the signing of the Student Housing License Agreement determined by University to be beyond the control of Licensee.

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 is 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 required thirty (30) days.

3.03 Cancellation during the fee period with 30-day notice: A request to cancel a Student Housing License Agreement during the License Term requires a minimum thirty-(30) day written 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. A request to cancel submitted with the required 30-day notice will be approved if the Licensee provides written verification of one of the following:

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- 1) *End of student status* – certification from Registrar’s Office required.
- 2) *Marriage or Domestic Partnership* – marriage or domestic partnership certificate required.
- 3) *Hardship or extraordinary circumstances* occurring subsequent to the signing of the Student Housing License Agreement determined by University to be beyond the control of Licensee.

If the request does not meet the above conditions, it will not be approved, and:

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.

OR

If the University is unable 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.

3.04 Cancellation during the fee period with less than 30-day notice: A request to cancel a Student Housing License Agreement during the License Term that is made less than thirty (30) days prior to the date that the Licensee intends to vacate the facilities will require that a prorated amount be assessed for each day of notice that is less than the required 30 days. In the event that the request is not approved, the Licensee will be subject to the same consequences as outlined in section 3.03 above.

3.05 Treatment of indebtedness: 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. Indebtedness will result in "holds" being placed on meal plan, grades, registration, financial aid, and transcripts.

4.0 RESIDENTIAL DINING SERVICES

4.01. Description: Three all-you-can-eat meal plans are available.

The "19 Plus" Meal Plan allows the Licensee to select any or all of the 19 meals served per week (breakfast, lunch, and dinner Monday through Friday, brunch and dinner on Saturday and Sunday).

The "Any 15 Plus" Meal Plan allows Licensee to select any 15 of the 19 meals served per week (breakfast, lunch, and dinner Monday through Friday, brunch and dinner on Saturday and Sunday).

The "Any 10 Plus" Meal Plan allows Licensee to select any 10 of the 19 meals served per week (breakfast, lunch, and dinner Monday through Friday, brunch, and dinner on Saturday and Sunday).

4.02 Participation Requirements: Participation in a meal plan is mandatory for all Licensees residing in summer housing. Students residing in summer housing are required to choose a minimum of a "Any 10 Plus" meal plan. Requests to change a meal plan are not accepted during the summer session.

4.03 Terms and Conditions: The use of Residential Dining Service facilities is subject to all provisions of this License Agreement and to all policies and procedures outlined in "Residential Community Living Guide" 2009-2011, and to Articles 5 and 6 of subchapter 1, or Part 5 (sections 42000-42103) of Title V of the California Code of Regulations. Meal plans and "flex" cash are non refundable and non transferable.

5.0 HOUSING ASSIGNMENTS AND CHANGES

5.01 Housing Assignments: The University will assign each Licensee a bed space within the student housing facility. The University reserves the right to change room assignments, or to assign a new Licensee or reassign a current Licensee to any unoccupied bed space at any time for reasons of health, student welfare, administrative necessity, or as a result of administrative action.

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5.02 Housing Changes: Room/Apartment changes will be conducted during designated periods during each semester. 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 approved by the appropriate Resident Director 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 will result in additional administration charges.

5.03 Vacating the Student Housing Facility: Vacating the student housing facility must be done in accordance with the procedures outlined in "Residential Community Living Guide" 2010-2011. In the event that Licensee's student status should end, Licensee is required to vacate the residence community immediately. Failure to complete RCF at the time of check in and/or checkout will result in a **\$50** administrative charge.