



2018-2019 Faculty and Staff Housing License Agreement

San José State University
University Housing Services
Division of Student Affairs

12-19-18

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Important Dates

March, 2018	Returning Resident signups for upcoming academic year, online application and \$600 initial housing payment due upon sign up.
April 16, 2018	Summer 2018 online application and \$600 initial housing payment due.
May 01, 2018	Deadline for fall 2018. Online application, \$50 non-refundable application fee and \$600 initial housing payment submitted for new fall 2018 applicants by this date will be processed in first assignment run.
May 14, 2018	Remainder of summer 2018 housing payment due.
July 19, 2018	Last day to cancel CVA Apartments with \$100 license processing fee (Application fee is non-refundable along with any previous late fees).
July 27, 2018	Last day to request Early Arrival check in for fall 2018.
July 27, 2018	Last day to cancel Early Arrival check in reservation and receive credit.
August 01, 2018	Remainder of first fall semester monthly payment for Faculty and Staff, and Faculty in Residence.
August 03, 2018	Last day to change meal plans until official meal plan change week in fall.
August 18, 2018	CVA Apartments and Faculty in Residence Apartments open at 10:00 a.m. Check in 10:00 a.m. to 5:00 p.m. Meals begin with Lunch (7 day and Community meal plans).
August 19, 2018	Check in continues (refer to website for hours). Meal service (Breakfast, Lunch and Dinner for 7 day and Community meal plans).
August 20, 2018	Check in continues 7:00 p.m. to 10:00 p.m. All residents must be checked-in by 10:00 p.m. on Monday August 20. Meal service (Breakfast, Lunch and Dinner for all meal plans).
August 21, 2018	First day of instruction. Classes begin.
September 04 - 14, 2018	Meal Plan change weeks (effective October 1, 2018).
October 01 - 12, 2018	Meal Plan change weeks, between semesters (effective January 20, 2019).
October 15, 2018	Petition to cancel for spring semester due (Approval Required).

October 15, 2018	Spring deadline. Online application, \$50 non-refundable application fee and \$600 initial housing payment due for new spring 2019 applicants.
November 21 – 26, 2018	No meal service after 2:00 p.m. on Wednesday through 6:30 a.m. on Monday for Thanksgiving break.
December 02, 2018	Last day to cancel CVA Apartments new spring only license with \$100 license processing fee. (Application fee is non-refundable along with any previous late fees).
December 05, 2018	Last day to submit cancellation for Optional Membership (5 or 7 day) Meal Plans for fall 2018.
December 11, 2018	Study/Conference Day – No classes
December 12 – 18, 2018	Final Exams
December 19, 2018	Last meal is Lunch.
December 19, 2018	CVA residents approved to cancel for spring semester must check out by 2:00 p.m.
January 01, 2019	CVA Apartments and Faculty in Residence Apartments open for spring at 7:00 p.m. New spring residents may check in, refer to website for check in times.
January 02, 2019	Remainder of first months payment for new spring Faculty and Staff, and Faculty in Residence.
January 04, 2019	Last day for NEW spring 2019 residents to change meal plans until official meal plan change week in spring.
January 20, 2019	Meal service begins (Dinner for 7 day and Community meal plans).
January 21 - 23, 2019	Check in continues 7:00 p.m. to 10:00 p.m. All new residents must be checked-in by 10:00 p.m. on Wednesday, January 23. Meal service (Weekend meal schedule 9 a.m. – 9 p.m.).
January 24, 2019	First day of instruction. Classes begin.
February 04 - 15, 2019	Meal Plan change weeks (effective March 1, 2019).
March, 2019	Returning Resident process begins (approximate dates).
March 29 – April 08, 2019	No meal service after 5:00 p.m. on Friday through 6:30 a.m. on Monday for spring break.
April 15, 2019	Summer 2019 online application and \$600 initial housing payment due.

May 01, 2019	Deadline for fall 2019. Online application, \$50 non-refundable application fee and \$600 initial housing payment submitted for new fall 2019 applicants by this date will be processed in first assignment run.
May 08, 2019	Last day to submit cancellation for Optional Membership (5 or 7 day) & Community Meal Plan for spring 2019.
May 13, 2019	Remainder of summer 2019 housing payment due.
May 14, 2019	Study/Conference Day – No classes
May 15 – 21, 2019	Final Exams
May 22, 2019	Last meal is Lunch.
May 26, 2019	CVA Apartments close at 12:00 p.m. (noon). Summer housing options available.
June 30, 2019	CVA summer Faculty in Residence not returning for fall 2019 check out by 10:00 p.m. (subject to summer schedule)
August 03, 2019	CVA summer residents not returning for fall 2019 check out by 10:00 p.m. (Subject to summer schedule)

Terms and Conditions

The Terms and Conditions and the Policies and Regulations described below govern all residence hall and on-campus apartment occupants. By completing and electronically signing the Annual Housing License Agreement, you agree to all of these provisions. Please read these provisions carefully before submitting a completed License Agreement. The use of housing facilities is subject to and incorporates Article 5 and 6 of Subchapter 5 of Chapter 1 Part V (sections 42000 through 42103) of Title 5 of the California Administrative Code ([California Code of Regulations](#)), and the University Housing Services Community Living Handbook <http://www.housing.sjsu.edu>.

1. Application Fee

A non-refundable application fee of \$50.00 is required when submitting an online application for on-campus housing. This fee is charged to cover the administrative cost of processing the rental application for a campus housing facility. No applications will be processed without payment of this fee when submitting the online application.

Faculty in Residence are not required to submit an application fee if they have been approved and accepted.

2. Eligibility

If during the term of this license, the primary resident's employment with the University is terminated or otherwise ends, whether voluntarily or involuntarily, the License Agreement shall automatically terminate 30 days after the severance or termination of primary resident's employment with the University. Resident must notify UHS of any change in status in writing within 5 calendar days of that change.

Faculty in Residence must meet their Faculty in Residence responsibilities in addition to being employed by SJSU. Faculty in Residence whose participation in the Faculty in Residence program is terminated or otherwise ends, whether voluntarily or involuntarily may not remain in the Faculty apartment and must relocate to another apartment within 5 days of termination.

The License Agreement will be revoked by the University if the resident fails to meet the above minimum requirements.

All assignments to a housing space are contingent upon employment at San José State University. If the resident is no longer an employee of the University, it is the resident's responsibility to notify UHS immediately in writing. The resident will be charged for housing fees (and board, parking, and telephone if applicable) until written notification is received by UHS.

3. Initial Housing Payment

All housing applicants are expected to pay the \$600 initial housing payment out of pocket. Online housing application, electronically signed License Agreement, \$50 non-refundable application fee and \$600 initial housing payment must be submitted in full before a housing application will be considered for an assignment.

Keep in mind that the \$600 initial housing payment is actually a pre-payment of a portion of the fall housing charges (or spring if a new spring applicant). It is applied directly to the housing fees. It is not a deposit since it is not returned at the end of the academic year.

Please note that the \$600 initial housing payment is only needed with each new academic year housing application (or new spring application). The \$600 initial housing payment is paid through the University Housing Application Portal while completing the online housing application. During the application process, applicants will be redirected to a secure website, CASHNet, to remit the \$600 initial housing payment. Applicants who apply in the fall do not need to remit this fee again in the spring.

Faculty in Residence are not required to submit an initial housing payment when applying online if they have been approved and accepted into the Faculty in Residence program.

4. Term

CVA Apartments: An on-campus housing facility for SJSU Faculty, Professional Staff, Graduate, Senior and Junior students. It is located in the heart of Campus Village, a vibrant, student centered community in an urban setting. Campus Village is host to a myriad of programs and activities for the residents. Occasionally, outdoor activities in the Campus Village Plaza attended by large groups of residents, guests and community members result in higher levels of noise during certain times of the year.

Faculty in Residence Apartments: Faculty in Residence are assigned to either CVA or CV2. CVA is an on-campus housing facility for SJSU Faculty, Professional Staff, Graduate, Senior and Junior students. CV2 is a 10 story residence hall which houses 850 first year students and has an open community design which is equipped with common study rooms, lounges, multi-purpose rooms, a recreation space and other student support spaces to ensure a smooth transition to college life. Both buildings are located in the heart of Campus Village, a vibrant, student centered community in an urban setting. Campus Village is host to a myriad of programs and activities for the residents. Occasionally, outdoor activities in the Campus Village Plaza attended by large groups of residents, guests and community members result in higher levels of noise during certain times of the year.

ACADEMIC YEAR. A Licensee may reserve a unit either for the entire academic year or for the spring semester only. A license for the academic year begins at 10:00 a.m. on Saturday, August 18, 2018, and ends at 12:00 p.m. (noon) on Sunday, May 26, 2019.

Residents retain access to their assigned space throughout the academic year including all holidays as well as the Winter and Spring Breaks.

Failure of academic year Licensee to move in before 10:00 p.m. Monday, August 20, 2018 may constitute cancellation of the License Agreement with charges, and conditions of section 12 of the License Agreement will apply.

Residents who plan to reside on-campus during the summer will need to complete a summer online application and pay all applicable fees by April 15, 2019.

SPRING SEMESTER. A license for the spring semester only begins after 7:00 p.m. on Tuesday, January 1, 2019, and ends at 12:00 p.m. (noon) on Sunday, May 26, 2019.

Residents retain access to their assigned space throughout the spring semester including all holidays as well as the Spring Break.

Failure of spring semester Licensee to move in before 10:00 p.m. Wednesday, January 23, 2019 may constitute cancellation of the License Agreement with charges, and conditions of section 12 of the License Agreement will apply.

Residents who plan to reside on-campus during the summer will need to complete a summer online application and pay all applicable fees by April 15, 2019.

For summer session only housing please refer to the Summer Housing Section of this document. There is an additional fee for housing during summer session.

5. Apartment Assignments and Changes

Applicants will be assigned to their preferred apartment occupancy type whenever possible based on the date their Annual Housing License Agreement and payments are received. If online application, \$50 non-refundable application fee and \$600 initial housing payment are received by May 1, 2018, the applicant's assignment request is processed during the first computer assignment run. UHS will make every effort to assign applicants to the requested occupancy type based on preference and qualifications required to meet established criteria of any community, yet reserves the right to assign any applicant to any space based on administrative necessity, regardless of applicant qualifications.

Online applications and payments received after the May 1, 2018 deadline will still be processed; however, occupancy types may be limited.

Faculty in Residence will be assigned to the apartment appropriate for their program as determined by the Director or designee.

Deadline is May 1, 2018. Online application, \$50 non-refundable application fee and \$600 initial housing payment submitted for new fall 2018 applicants by this date will be processed in first assignment run.

Inability by UHS to honor applicant's assignment preferences will not void this License Agreement, and will not be considered a valid reason to cancel a License Agreement.

Every applicant is assigned to a specific apartment, and must occupy only the assigned apartment. Residents who occupy or utilize a space not officially assigned to them will be charged a \$100.00 fee per day liquidated damages.

University Housing Services understands that residents may wish to move to a different apartment. In order to establish who has checked in, cancelled, or delayed their check-in date and to ensure all residents have moved into their proper spaces, no apartment changes will occur during the first two weeks of the semester. Failure to go through the correct Apartment Change or Swap process will result in each resident who has changed apartments moving back to their original apartment and a fine of \$100 for moving without approval. Refer to Apartment Changes in the Policies and Regulations section for additional information and fees.

Approved apartment changes that occur outside of the formal process will be subject to a \$50.00 apartment change fee per resident.

Apartment changes may result in additional charges. Licensee will be responsible for all costs associated with community or occupancy type changes as a result of an apartment change. Charges will be assessed immediately following apartment change and will be due on next scheduled payment date, or approximately two weeks later if the last payment due date has passed.

6. Occupancy Period

CVA and Faculty in Residence Apartments: For the academic year and spring semester, the License Agreement grants Licensee permission to occupy space during the periods noted in section 4.

Specific assignment of a space in an apartment shall be made by the University at the time of occupancy, and may be changed from time to time in the interest of health, discipline, vacations, recesses, management, administrative necessity and/or general welfare of the Licensee(s).

Early Arrival: Residents may request to check in early, prior to the start of the fall contract period. This must be requested through an online process, and written approval received from the appropriate University Housing Services administrator. Early arrival is granted only for International residents and residents required to move in early due to University related business. Typically, this may be a few days prior to official opening. Any resident who is granted approval will be charged housing fees on a daily basis, or based on the per night Early Arrival fee and is obligated to all University Housing Services Terms and Conditions, and Policies and Regulations during their stay. The deadline to request an early arrival is July 27, 2018. The deadline to cancel and receive a credit of fees for an early arrival is July 27, 2018.

Late Check Out: Residents may request to remain later than their contract period at various times of the year. These occupancy periods must be requested in writing, and written approval received from the appropriate University Housing Services administrator. Any resident who is granted approval will be charged housing fees on a daily basis and is obligated to all University Housing Services Terms and Conditions, and Policies and Regulations during their stay.

7. Summer Housing

University Housing Services offers housing to current spring residents who wish to remain on campus during the summer.

Spring residents who wish to remain on campus for summer may be required to transition from spring to summer, and then summer to fall (if applicable) at designated dates and times. Dates will be determined and residents notified prior to the transition periods. Failure to transition at designated dates and times may result in \$100.00 a day failure to move fee and potential license revocation.

Summer residents may be required to relocate to another apartment or room during their summer stay to allow staff to complete work to ensure premises are prepared and ready for the upcoming fall semester opening. Transition dates will be communicated to residents by summer housing staff.

Residents who have completed a 2019/2020 License Agreement and made the necessary payments and have completed and paid for the summer online application and all applicable fees may remain until the next academic year contract begins.

Faculty in Residence who are not licensed, returning Faculty in Residence for the 2019/2020 academic year yet have completed and paid for the summer online application and all applicable fees must check out no later than 10:00 p.m. on Saturday, June 30, 2019.

Residents who are not licensed, returning residents for the 2019/2020 academic year yet have completed and paid for the summer online application and all applicable fees must check out no later than 10:00 p.m. on Saturday, August 03, 2019.

Dates of summer only housing are not available until spring time, therefore actual rates; check in and out dates may be updated in the license materials at a later date. Please refer to the Summer Housing section located at the end of the Payment Information section for additional information.

8. Enhancement of Educational Experience

University shall maintain a competent staff to work with residents to develop a community within the housing facility to enhance students' educational experience at the University. University shall provide opportunity for input by Licensee into the development of the community. The facility shall be operated to enhance the social, educational, and recreational opportunities available to Licensee.

Licensee agrees to recognize the importance of maintaining the housing facility as an environment which is conducive for fellow residents to study, live and sleep in the housing facility. While in the housing facility, Licensee agrees not to disturb this environment.

9. Additional Conditions

- a) This License Agreement is subject to the regulations contained in Title V of the California Administrative Code (California Code of Regulations), Sections 42000-42103. A copy of those regulations is available through University Housing Services during normal business hours, at local libraries or at <https://govt.westlaw.com/calregs/search/index>.
- b) Licensee agrees to comply with the Housing Policies and Regulations within this License Agreement, and the Community Living Handbook and any subsequent amendments.
- c) Neither this License Agreement nor the license provided herein shall be assigned or sublet.
- d) Neither this License Agreement nor the license provided herein shall be transferred except as permitted in section 12.
- e) It is understood and agreed by Licensee and University that no lease or any other interest in real property is created by this License Agreement.
- f) University assumes no responsibility for property of Licensee which is stolen, damaged, or destroyed, including periods when the Licensee is not in occupancy, or after the term of occupancy has expired.
- g) Repair and/or construction projects may be necessary. Scheduled projects requiring entry into Licensee's room will result in University notifying Licensee. Emergency repair will not require notification. Licensee will be responsible for safeguarding their belongings.
- h) Licensee stipulates that they do not have a health condition that might be affected by group living. Residence halls are multiple occupancy facilities with shared spaces. Persons with pre-existing conditions such as, but not limited to, environmental allergies or asthma may find such conditions exacerbated. Applicants should consult with their physician before signing the License Agreement to determine if group living is an appropriate environment for them.
- i) Any resident suspected of having a communicable disease could be isolated in their apartment or another assigned apartment while waiting for a diagnosis. Any resident exposed to a communicable disease should make an appointment with a physician, to discuss the possible exposure, symptoms and treatment (if any treatment is available). Examples of communicable and infectious diseases may include: chicken pox, hepatitis, measles and tuberculosis, in the instance of an outbreak, University Housing Services will follow University and local emergency protocols.
- j) Licensee must be a current faculty or professional staff member, who remains employed throughout the license period. If the faculty or staff member ceases employment, the Licensee may not occupy an apartment within housing facilities and must immediately notify UHS in writing and the License Agreement will be cancelled. (See section 2).

10. Dining Services

It is not mandatory for residents to select a meal plan, but they have the option of choosing from one of the meal plans below. Housing rates will vary depending on the meal plan chosen. ([Dining plan rate information](#)).

Faculty in Residence are provided with a Community 100 Meal Plan as part of their compensation.

The Commons is an "All-You-Care-To-Eat" program. Please eat all you take. "To Go" items are permitted to leave the facility. Dining membership plans also include Dining Dollars which can be used at any of the campus retail dining facilities according to the rules of the chosen plan. A wide variety of nationally, regionally and ethnically branded concepts are available for you to enjoy.

Membership Options

Dining membership plans allow plan holders unlimited entry to The Commons during its operating hours. Residents can use their plan Dining Dollars in any quantity in any Retail Dining Facility during business hours. Unused Dining Dollars expire at the end of each semester.

Residents may select one of the following:

GOLD Membership is \$2475.00/semester and allows plan holders unlimited entry to The Commons **five** days per week, Monday – Friday, plus 5 Guest Meal entries and \$300.00 Dining Dollars per semester. Guest Meals can be used any time, including weekends, either by the plan holder or for a guest accompanying the plan holder. Dining Dollars may be used as desired at any open retail dining facility.

PLATINUM Membership is \$2850.00/semester and allows plan holders unlimited entry to The Commons **seven** days per week, plus 5 Guest Meal entries and \$450.00 Dining Dollars per semester. Guest Meals can be used any time, including weekends, either by the plan holder or for a guest accompanying the plan holder. Dining Dollars may be used as desired at any open retail dining facility.

“Community” Meal Plans

Residents may choose from one of the meal plans described above, or they may choose from one of the [“Community” Plans](#) below. Applicants who choose a community plan when applying for the academic year will have a community plan assigned for fall and another for spring (one each semester) and will be billed for each plan when rent and other housing charges are billed (typically prior to the start of the semester). These plans may be purchased through the Housing Office. These optional plans are available to any Non-Frosh resident living in the CVB Apartments as well as residents of the CVA Apartments. These plans are not available to the First Time Frosh living in CVB Apartments or any residents of the Suites, Classics (Joe West and Washburn Hall) or CV2. Additional Community Meal Plans may be purchased at any time during the semester. Note that unused Community Plan meals or Dining Dollars are forfeited at the end of the academic year.

Community Plans

The **Community 25 Plan** is \$320.00 and provides 25 single entries (approximately 1.5 visits per week in a semester) to The Commons for the plan holder for any day during the academic year. The plan holder may use these entries for themselves and for any number of accompanying guests.

The **Community 50 Plan** is \$595.00 and provides 50 single entries (approximately 3 visits per week in a semester) to The Commons for the plan holder for any day during the academic year. The plan holder may use these entries for themselves and for any number of accompanying guests.

The **Community 100 Plan** is \$1165.00 and provides 100 single entries (approximately 6 visits per week in a semester) to The Commons for the plan holder for any day during the academic year. The plan holder may use these entries for themselves and for any number of accompanying guests. The Community 100 Plan also includes \$100.00 Dining Dollars which may be used as desired at any open retail dining facility.

The **Community 150 Plan** is \$1665.00 and provides 150 single entries (approximately 9 visits per week in a semester) to The Commons for the plan holder for any day during the academic year. The plan holder may use these entries for themselves and for any number of accompanying guests. The Community 150 Plan also includes \$150.00 Dining Dollars which may be used as desired at any open retail dining facility.

Spartan Gold Points

Spartan Gold Points can be purchased anytime to augment a meal plan independently of the Housing contract. Please stop by the Spartan Gold Points office or visit Spartan Eats online at <https://www.dineoncampus.com/sjsu>

Meal Plan Changes

Meal plan changes may be requested in writing prior to the start of the fall semester. Requests must be received by the UHS Housing main office by August 3, 2018.

Residents may request to change their meal plans by completing a Meal Plan Change Request form available at the UHS Housing main office.

Membership Plans: Membership meal plan holders may change their plans at any time, up until the last two weeks of each semester (up to and including December 5, 2018 for fall and up to and including May 08, 2019 for spring). A Meal Plan Change Request form is to be completed by UHS staff and signed by the resident.

Community Plans: Community meal plan holders may change their plans at any time, up until the last two weeks of the spring semester (up to and including May 08, 2019). A Meal Plan Change Request form is to be completed by UHS staff and signed by the resident.

To initiate a meal plan change request, resident should visit the UHS Housing main office and complete a Meal Plan Change Request form.

Special Dietary Needs

The Commons is willing to work with faculty and staff who may have allergies or special dietary needs. Please contact The Commons at (408) 924-1740 if you have dietary concerns.

*Please note that no reduction of food service fees will be permitted for dietary or other related problems.

The Commons Meal Services

Dining plan memberships are designed to provide the maximum value to residents, but like a gym membership, the cost is the same regardless of how frequently you visit. A percentage of absenteeism is used in projecting the meal costs.

Dates of Service

(Dates and Times Subject to Change)

Service hours updated September 7, 2018 to reflect hours of new food service provider for SJSU

Fall Semester

Begins 11:00 a.m. – 9:00 p.m., Saturday, August 18, 2018 (Lunch for 7 day and Community meal plans only)

August 19, 2018 (7 day and Community meal plans only) Breakfast, Lunch and Dinner 9:00 a.m. – 9:00 p.m.

Monday, September 3, 2018 9:00 a.m. – 12:00 a.m.

Monday, November 12, 2018 9:00 a.m. – 12:00 a.m. (Veterans Day).

No meal service, after 2:00 p.m. on Wednesday, November 21, 2018 through 6:30 a.m. on Monday, November 26, 2018 (Thanksgiving Break)

Last meal lunch, Wednesday, December 19, 2018

Spring Semester

Begins Dinner, Sunday, January 20, 2019 (7 day and Community meal plans only)

Jan. 21, Weekend schedule 9:00 a.m. – 8:00 p.m. - (All meal plans)

No meal service, after 5:00 p.m. on Friday March 29, 2019 through 6:30 a.m. on Monday, April 08, 2019 (Spring Break)

Last meal lunch, Wednesday, May 22, 2019

Meal Service Hours

Weekdays

The Commons is open continuously from 7:00 a.m. – 12:00 a.m. Monday – Thursday, and from 7:00 a.m. – 9:00 p.m. on Friday

Weekends

Weekend hours are 9:00 a.m. – 8:00 p.m.

Sick Pass Meals

A **sick pass** is afforded to residents who have communicated their illness/request to an RA/RLC for approval. With the approval, they can send a friend or roommate with their meal card for a take out meal. This meal consists of: any of the available hot entree options being offered at the serving lines; any salad variation from a self-serve salad bar; any of the dessert options served at that meal; a take-out cup of soup (or cups of soups if that is the only meal they consume); and a take-out cup of any beverage option offered.

Cancellation Policies

Should a resident choose to cancel their **Optional** meal plan at some point during the semester, they must initiate the meal plan cancellation request in the UHS Housing main office and complete a Meal Plan Cancellation Request form. Any remaining Dining Dollars at the time of cancellation are forfeited.

Residents should be aware that Membership plans are charged based on a fixed daily rate, so a set amount will be charged per day, regardless of the number of visits the resident has made to The Commons during the semester. Billing is calculated based on the effective date of cancellation as noted on the Meal Plan Cancellation Request form or on the last date of usage, whichever is later. Community Plans, however, are billed based strictly upon usage.

Membership Plans: Optional Membership meal plan holders may change their plans at any time, up until the last two weeks of each semester (up to and including December 5, 2018 for fall and up to and including May 08, 2019 for spring). A Meal Plan Cancellation Request form is to be completed by UHS staff and signed by the resident.

Community Plans: Optional Community meal plan holders may change their plans at any time, up until the last two weeks of the spring semester (up to and including May 08, 2019). A Meal Plan Cancellation Request form is to be completed by UHS staff and signed by the resident.

There are absolutely no cancellations allowed within the last two weeks of either semester.

Policies and Regulations

The University Housing Service judicial system collaborates with the University Student Conduct process. The purpose of the Student Conduct process is to administer the Student Conduct Code in a manner that is consistent with the University's core values of fairness, honesty, and integrity.

<http://www.sjsu.edu/studentconduct/policies/http://www.calstate.edu/eo/EO-1098-rev-6-23-15.html>

In accordance with the SJSU Student code of conduct and policies in section 10 "Dining Services" set forth by Spartan Eats, unacceptable behavior or failure to adhere to policies may result in permanent removal of a resident from The Commons. In addition to all policies of the Conduct Code, additional policies in effect at The Commons include but are not limited to the following:

Licensee's SJSU ID Card must be presented to The Commons checker or retail cashier for each meal and on demand if requested by a member of the UHS or The Commons staff. Residents and guests must carry identification at all times while in the residence halls, apartments, The Commons or any UHS property. Residents are required to carry and provide appropriate SJSU photo identification upon request by a University staff member performing their duty. Failure to present ID; presenting fabricated, falsified, or misrepresentative ID; permitting others to use IDs for the purpose of improperly gaining access to residence halls, rooms, apartments, The Commons, use of equipment, or any other service or facility is prohibited.

Licensee's meal plan is not transferable. Assisting unauthorized persons to enter The Commons or to use your SJSU ID card is in violation of the terms and conditions of the License Agreement. SJSU ID cards found to be in the possession of an unauthorized user will be confiscated and may result in additional charges and/or penalties.

All food must be eaten in The Commons. Second helpings are permitted. No food, dishes, or utensils may be taken from or brought into the building without permission of a Commons staff member.

If Licensee's SJSU ID Card is lost, a meal voucher (valid only at The Commons) will be issued to a resident on a membership plan (Gold or Platinum) valid for three days' usage at no charge, at The Commons Office. A voucher must be accompanied by a valid form of personal identification. However, if Licensee's SJSU ID Card is not found within three days, Licensee must obtain a new SJSU ID Card at the Tower Card window located in the Student Service Center. The University will assess a \$5.00 replacement fee. Community Plan holders are not eligible for a voucher and must replace their card before accessing The Commons for a meal.

Residents and guests are required to bus their dishes and accompanying trash.

"Food fights," "trashing" tables, etc. are not permitted.

Residents must comply with reasonable requests of The Commons and UHS staff while in The Commons.

Wheelchair Accessibility. The Commons has motorized access doors at each entry into the building and a motorized wheelchair lift. It also has motorized push paddle doors to ease exiting the building. Guest restrooms are also accessible.

Meal Plans Offered Through Spartan Dining

To access the 2018-2019 Meal Plan information, please click [here](#)

11. Maintenance of Premises

University shall provide Licensee with the furnishings in the condition noted on the Apartment Inventory Form. Licensee agrees to give reasonable care to their living environment and its furnishings and to make payment for any damage or loss promptly upon demand by UHS. Licensee shall vacate the living unit in good order and repair, or Licensee shall pay University the reasonable costs incurred in returning the living unit to a condition of good order and repair.

Licensee shall make no alteration to the housing facility without the permission of the University. Any structural addition or alteration is prohibited.

Licensee shall not possess any highly flammable material, firearms, ammunition, fireworks, knives, explosives, dangerous weapons or any other material or instrument which, in the opinion of University authorities, poses an unreasonable risk of damage or injury. Residents in possession of these items are subject to immediate eviction. UPD may also confiscate or hold for safe keeping items that are in violation of UHS policy.

Directives of the State of California concerning energy conservation will be enforced. Utilities (electricity, gas, air conditioning and water) may be limited upon directives or policies of the State of California, the CSU or SJSU.

12. Cancellation of License

a. Cancellation by Licensee Prior to Beginning of Fee Period

CVA Apartments: The fee period for the apartments begins Saturday, August 18, 2018 for the academic year and Tuesday, January 1, 2019 for new residents entering for the spring semester. Licensee may cancel a reservation for a space in the facility by giving written notice to University Housing Services at least thirty (30) days prior to the beginning of the fee period (on or before Thursday, July 19, 2018, for the academic year and on or before Sunday, December 2, 2018 for new residents entering for the spring semester). A \$100.00 license processing fee will be charged.

With less than thirty (30) days' notice: A written request to cancel a reservation less than thirty (30) days prior to the beginning of the fee period shall include Licensee's statement of reasons. The University may exercise its discretion to grant or deny the request. UHS may deny the request for cancellation, wherein the Licensee shall owe the full fee period of the License Agreement (academic year), plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information section, and the \$100.00 license processing fee. In any case, the charges will be prorated if a replacement acceptable to the University is found. All empty spaces within all facilities will be filled before any resident's license can be replaced.

For Licensee who requests cancellation and is no longer employed at SJSU, cancellation will be granted and charges will be the nonrefundable fees as described in the Payment Information section, plus a \$100.00 license processing fee.

For Licensee who remains employed at SJSU, whose cancellation is granted, charges will be a 30-day pro-rated fee from the beginning of the fee period, plus the nonrefundable fees as described in the Payment Information section, plus a \$100.00 license processing fee.

Failure to receive an assignment electronically or by mail is not cause to cancel the License Agreement.

A release due to financial hardship, medical hardship or personal hardship should include the following.

Financial Hardship. It must include verification appropriate to the circumstance and must be a loss of income that has occurred since the cancellation deadline on or after Friday July 20, 2018 for CVA Apartments (residents for the academic year) and on or after Monday, December 3, 2018 for CVA Apartments (new residents entering for the spring semester).

Medical Hardship. It must include the appropriate medical documentation provided by a licensed physician. The letter must be on the physician's letterhead stationery and must include a statement of how living in the apartments is related to the medical condition and the Licensee's treatment that has occurred since the cancellation deadline on or after Friday July 20, 2018 for CVA Apartments (residents for the academic year) and on or after Monday, December 03, 2018 for CVA Apartments (new residents entering for the spring semester). Request for release due to pre-existing environmental allergies, asthma, ADD, ADHD, social phobia, eating disorders or other health conditions that might be affected by group living will not be considered (refer to Terms and Conditions, section 09.h).

Licensees who are registered with the Accessible Education Center (AEC) must submit their letter from their treating professional on official letterhead to the AEC, not to University Housing Services. The AEC will review the documentation and inform University Housing Services of their findings. University Housing Services will notify the Licensee upon AEC's input.

Personal Hardship. It must include verification appropriate to the circumstance, such as supporting documentation from a counselor, medical doctor, etc., that has occurred since the cancellation deadline on or after Friday July 20, 2018 for CVA Apartments (residents for the academic year) and on or after Monday, December 3, 2018 for CVA Apartments (new residents entering for the spring semester).

Licensees who are registered with the Accessible Education Center (AEC) must submit their letter from their treating professional on official letterhead to the AEC, not to University Housing Services. The AEC will review the documentation and inform University Housing Services of their findings. University Housing Services will notify the Licensee upon AEC's input.

Returning Residents. Residents who elect to participate in the Returning Resident process, yet fail to complete all steps (including not choosing a space during lottery date/time) and/or fail to make the initial housing payment by the published time and date (during the Returning Resident sign up process) constitutes notice that the Returning Resident Reservation is cancelled. No written notice is required in this instance; In addition, residents who complete the online application and make the initial housing payment, yet fail to select a space will be charged the \$100.00 license processing fee.

Faculty in Residence must re-apply for their position each year and will be eligible to participate in the Returning Resident process if their position is approved for the next academic year. If approved, Faculty in Residence are required to participate in the Returning Resident process, although no initial payment is required.

b. Cancellation On or After Beginning of Fee Period

Each Licensee's License Agreement is for a full academic year (or full spring semester for new residents entering spring). Any Licensee who requests to vacate the housing facility must give notice, in writing, of intention to vacate and the reason theretofore. UHS may exercise its discretion to grant or deny a request to vacate. UHS may approve the request to vacate, wherein the Licensee shall owe an amount equal to a prorated charge for each day from the beginning of the occupancy period (as defined in section 4), through the end of the occupancy period, plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information section, and the \$100.00 license processing fee. The University may deny the request to vacate, wherein the Licensee shall owe the amount due under the full fee period of the License Agreement (academic year or full spring semester for new spring residents), plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information section, and the \$100.00 license processing fee. In any case, the charges will be prorated if a replacement acceptable to the University is found. All empty spaces within all facilities will be filled before any resident's license can be replaced.

A written request to cancel a reservation less than thirty (30) days prior to the beginning of the fee period shall include Licensee's statement of reasons. The University may exercise its discretion to grant or deny the request. The University may deny the request for cancellation, wherein the Licensee shall owe the full fee period of the License Agreement (academic year or full spring semester for new spring residents), plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information section, and the \$100.00 license processing fee. In any case, the charges will be prorated if a replacement acceptable to the University is found. All empty spaces within all facilities will be filled before any resident's license can be replaced.

For Licensee who requests cancellation and is no longer employed at SJSU, cancellation will be granted and charges will be the nonrefundable fees as described in the Payment Information section, plus a \$100.00 license processing fee in addition to pro-rated housing fees (and board, parking and telephone if applicable) through the date of Licensee vacating the facility.

For Licensee who remains employed at SJSU, whose cancellation is granted, charges will be pro-rated housing fees through the date of Licensee vacating the facility and a 30-day pro-rated fee from the date of Licensee's vacating the facility, in addition to the nonrefundable fees as described in the Payment Information section, plus a \$100.00 license processing fee.

A release due to financial hardship, medical hardship or personal hardship should include the written documentation as described above in section 12a. "Cancellation by Licensee Prior to Beginning of Fee Period with less than thirty (30) days' notice before the beginning of the fee period".

The University may exercise its discretion to grant or deny a request to vacate. The University may approve the request to vacate, wherein the Licensee shall owe an amount equal to a prorated charge for each day from the beginning of the occupancy period (as defined in section 4), through the end of the occupancy period, plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information section, and the \$100.00 license processing fee. The University may deny the request to vacate, wherein the Licensee shall owe the amount due under the full fee period

of the License Agreement (academic year or full spring semester for new spring residents), plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information section, and the \$100.00 license processing fee. In any case, the charges will be prorated if a replacement acceptable to the University is found. All empty spaces within all facilities will be filled before any resident's license can be replaced.

Following all of the appropriate cancellation procedures is the responsibility of the Licensee. "Petition to Cancel" forms and guidelines are available in the UHS Housing main office and online at www.housing.sjsu.edu.

Unless cancellation is officially approved and appropriate check-out procedures followed, the Licensee is required to pay for the entire license period. Refunds take at least 4-6 weeks from official date of move-out.

Failure to receive an assignment electronically or by mail is not cause to cancel the License Agreement.

Community related issues are not considered grounds for cancellation and will be referred to Residential Life staff.

Current residents who will not be employed at SJSU in the spring semester and wish to cancel their housing should submit a "Petition to Cancel" by October 15, 2018 to avoid having spring charges assessed to their account. Cancellations submitted after this deadline, and subsequently approved will not have any late fees reversed that may have been assessed due to late or non-payment.

13. Construction & Renovation

Construction and/or remodeling or repair of academic, residential and dining building on the San Jose State University campus in the vicinity of the residence halls and apartments is scheduled for the Academic Year 2018-2019. Construction is expected to occur during normal daytime working hours, and will result in disturbances and disruptions, including but not limited to, increased noise and dust in the area surrounding the residence halls and apartments as well as power, water and sewer interruptions. By signing this License Agreement, Licensee agrees that they have been advised of said scheduled construction and acknowledges disturbances and disruptions resulting from construction (including noises, dust, periodic breaks in water or other utilities, etc.) are not grounds for termination of this contract.

14. Revocation of License Agreement

University may revoke this License Agreement for any of the following reasons:

- a) Breach of any term or condition of this License Agreement, including breach of any of the policies or regulations referenced in this License Agreement.
- b) If the Licensee is convicted of any misdemeanor or felony committed on University property, or involving any member of the University community (e.g. students, staff, or faculty) whether on or off University property or that is otherwise University related.
- c) Nonpayment of License Fees.
- d) Failure of Licensee to maintain employment as a faculty or staff member of SJSU and/or Faculty in Residence program.
- e) Administrative necessity of the University. Administrative necessity exists when any condition not reasonably foreseen at the time of confirming a reservation, issuing a license, or renewing a license occurs and prevents the campus from making or continuing to make a housing facility available to the Licensee. Such conditions shall include, but are not limited to, damage caused by floods, slides, fire, earthquake, other natural disasters and vandalism; civil disorder; compliance with state or federal law; or interruption of basic services because of labor strife. Such conditions shall also include a drop in the rate of cancellation not reasonably foreseen by the campus, if such drop results in an overbooking of available housing facilities.

University shall provide Licensee not less than three (3) days' notice in the event of an occurrence described in subsection (1), except in cases of emergency.

Licensee will be assessed charges according to Terms and Conditions, item 12 and payment fee period.

15. Abandonment or Termination by Licensee

Except as permitted in section 12 a and b, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due the University for so long as the University does not terminate Licensee's right to possession.

16. Disposition of Property

Any property of Licensee remaining on the premises after abandonment, termination, eviction or revocation of this License Agreement may be removed and placed in storage. A fee will be charged for such storage. Property may be claimed by Licensee or authorized agent upon payment of storage charge in full. Any property of the Licensee remaining in the housing facility may be removed and stored by the University 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 5, Section 42375, entitled Care, Restitution, Sale or Destruction of Lost Property, and Section 42376, entitled Proceeds of Sale. Licensee releases the University from any liability for any damages or loss to property disposed of in the manner described above.

17. Destruction or Unavailability

In the event that an apartment 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 and vandalism; civil disorder, compliance with state or federal law; interruption of basic services because of labor strife; a drop in the rate of cancellations not reasonably foreseen by the University, if such a drop results in an overbooking of available housing facilities.

18. Notice of Vacating

Any Licensee who requests to vacate a housing facility shall give at least thirty (30) days written notice of intention to vacate and the reasons therefore. The University, using the standards established pursuant to Section 42017, may grant or deny the request to vacate.

19. Vacating the Housing Facility

Licensee shall vacate the UHS housing facility to which the Licensee is assigned on the expiration of the license period, or upon termination of their license to use the facilities, or revocation of this License Agreement, whichever occurs first. (See "Check in/ Check-out," under Policies and Regulations). Any Licensee who does not vacate the housing facility as required by this section shall be evicted in the manner provided by the laws of the State of California and charged a daily rate through the length of stay. The University may charge any other applicable fees or charges. The matter shall be referred to the CSU Office of General Counsel for appropriate legal action. Any property of the Licensee remaining in the housing facility may be removed and stored by the University 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 5, Section 42375, entitled Care, Restitution, Sale or Destruction of Lost Property, and Section 42376, entitled Proceeds of Sale.

20. Nonpayment of License Fees

Nonpayment of License Fees may, at the discretion of the University, result in:

- a) Assessment of late fees as stated in the Payment Information section.
- b) Suspension of parking, telephone, cable and internet services without compensation for missed services.
- c) Revocation of the License Agreement with financial penalties, as noted in section 12.
- d) Offset of paychecks, loans, grants or scholarships payable through the University, or tax refunds through the Franchise Tax Board. All reasonable collection costs and charges accrued by SJSU during the collection of said amounts are the responsibility of the Licensee.
- e) Notification of default to credit bureau organizations.
- f) Employment of a collection agency to collect all delinquent amounts. Any attorney fees and other reasonable collection costs and charges accrued during the collection of said amounts are the responsibility of the Licensee.
- g) Legal action to collect unpaid obligations.
- h) Licensee waives the benefit of any limitations affecting liability or the enforcement thereof to the extent permitted by law. (California Code of Civil Procedures 360.5)

21. Refunds

The University shall authorize refunds only as provided herein or in Title 5 of the California Code of Regulations or other applicable law. UHS encourages all residents to register for e-refunds (direct deposit) to ensure refunds are received as quickly as possible. Visit the Bursar's website for instructions on how to register.

22. Right of Entry

The University shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purpose. UHS shall give resident reasonable notice of intent to enter including date, approximate time, and purpose unless an emergency situation has occurred and/or concern of well-being or potential of harm is present and entry is required immediately. In non-emergency situations, resident shall be notified 24 to 48 hours in advance.

23. Visitors and Guests

Licensee shall permit no visitors or guests to enter University housing facilities except as permitted in Policies and Regulations of this License Agreement.

24. 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.

25. Waiver

The waiver by University of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance of rent hereunder by University shall not be deemed to be waiver of any preceding breach by Licensee of any term, covenant, or condition of this License Agreement, other than the failure of Licensee to pay the particular rental so accepted, regardless of University's knowledge of such preceding breach at the time of acceptance of such rent.

26. Hold Harmless

Licensee agrees to indemnify and hold the University harmless from any and all claims arising from Licensee's use or occupancy that is improper, illegal or a violation of the License Agreement.

27. 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 Section 107.6, Licensee is hereby notified that a taxing authority may take a contrary view and may assess License Agreement.

28. Megan's Law

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which they reside.

29. Insurance, Automobile

Licensee agrees to accept financial responsibility for any loss or damage to personal property or personal vehicle belonging to Licensee and their guests and invitees that may be parked in the Campus Village parking garage, caused by theft, fire, vandalism or any other cause. University Housing Services assumes no liability for any such loss. It is suggested that Licensee obtain and maintain throughout the term of the License Agreement a policy of automobile insurance from a recognized insurance firm, covering Licensee's liability and personal property damage (if Licensee utilizes the Campus Village parking garage). University Housing Services assumes no responsibility for damages to vehicles caused by leaks from pipes or from liquids seeping through floors or walls.

30. Insurance, Renters

The University has no insurance to cover the personal or property damage of Licensee, so during the period covered by this License Agreement; University highly recommends that Licensee, at their expense, obtain insurance such as a renter's policy.

31. Campus Safety Act

The SJSU Police Department works hard to ensure that everyone in the SJSU community is aware of safety issues that may affect them. The Campus Safety Act, also known as the Jeanne Clery Act, requires universities to report annual crime statistics, provide timely warnings of serious crimes when there may be a threat to others, and to keep a public log of campus incidents. SJSU is in full compliance with this federal mandate, and our Safety and Security Reports are available to the entire campus community. For more on the Campus Safety Act, see the SJSU Police Department's website at http://www.sjsu.edu/police/crime_reporting/clery_act/.

32. Emergency Contact Information

Licensee agrees to log into the UHS Housing application portal and provide requested emergency contact information prior to move in date.

33. Missing Persons

University Police will be notified in the event a resident is missing, if the resident is under 18 a parent or guardian must be notified. Official missing person reports are required to be referred immediately to University Police.

Each resident living in University Housing Services is asked to identify an emergency contact person to be contacted in the case of an emergency or when a resident is determined to be missing and that only authorized campus officials and law enforcement officers will have access to this information.

34. Alert-SJSU

Licensee agrees to sign up for Alert-SJSU, an alert and warning communication system designed for warning students, staff and faculty in the event of a natural disaster or other emergency on-campus.

Community members can add cell phones with text messaging, email accounts, land lines, and TTY/TDD devices on which to be alerted about emergencies.

Policies and Regulations

Described below are the Policies and Regulations, which govern all University Housing Services occupants. By completing and electronically signing the Annual Housing License Agreement, residents agree to all of these provisions. Applicants should read these provisions carefully before submitting a completed License Agreement.

All violations of the Terms and Conditions or Policies and Regulations below are grounds for eviction from University Housing Services Facilities. Conduct that is in violation of the law will be referred to University Police for investigation, if warranted.

Access to University Housing Facilities & Keys

- a) Resident is required to carry SJSU ID card, affixed with appropriate building sticker (denoting residence) at all times and must present to staff when entering any UHS residential building.
- b) Residents are responsible for all keys and access cards issued to them and must carry their keys and access cards at all times.
- c) Residents must report lost or stolen keys or access cards immediately to the Residential Life Coordinator or UHS Housing main office. New keys/access cards will be issued (\$25.00 fee for access card, and \$75.00 fee for key) and the lost access card will be deactivated. Lost keys can usually be replaced within two business days. Lost access cards will be replaced within 1-2 hours of notification, if reported to the UHS office during business hours (Monday to Friday 8:00 am to 5:00 pm. Access cards reported lost after business hours will be replaced the following business day. Residents who have lost their access card or key and require housing staff to give them immediate access to their room or apartment may also be subject to a lock out fee according to the lock out fee policy.
- d) Residents are responsible for any damage to their key and/or access card if it stops working.
- e) Resident's access card and key are for their use only. Under no circumstances are access cards or keys permitted to be duplicated or loaned to other individuals.
- f) Residents may not add or change any locks to their apartment, suite or bedroom.
- g) Residents may not hold gates or doors open for unknown people. All residents have a key and/or access card.
- h) Residents may not prop open any door or gate. Anyone caught doing so may have their License Agreement revoked, and will receive no refund of fees.
- i) Residents must keep the apartment, suite, and bedroom doors locked at all times.
- j) Residents should report all suspicious persons or activities to the University Police Department immediately at (408) 924-2222.
- k) Residents should use the door viewer to see who is there before opening the door.
- l) Residents may not enter their assigned apartment prior to being issued a key and/or access card. Upon check-out, all appropriate keys and access cards must be returned to University Housing Services.
- m) Residents may only use the UHS space assigned to them. UHS reserves the right to assign vacant space as needed.

Accommodations (Disability or Identity Related)

University Housing Services is committed to meeting the needs of residents to the best of its ability. Some housing facilities (including bathrooms) are accessible to residents in wheelchairs, and specially-adapted rooms are available for residents who are hearing and/or visually impaired.

a.) Disability Related

Accommodations may be provided for residents who have:

1. Disabilities such as mobility impairment, vision or hearing impairments (where physical accommodation or building adaptation may be required) or mental health conditions.
2. Medical conditions.
3. Disabilities that may require a live-in attendant (at the resident's expense).

Residents needing Housing Accommodations must register with the Accessible Education Center (AEC) on campus at San Jose State University. If the AEC determines a Housing Accommodation is needed for a resident, the AEC will contact the Housing Office with the necessary information to provide the accommodation. Medications, allergies and other needs may be noted in the Accommodations box, located on the "Personal Details" section of the online Housing application.

Note: If you identify yourself as someone who requires assistance for safe exiting from a residence during an emergency, Residential Life Staff will meet with residents on an individual basis. For more information, please contact the UHS Housing main office at (408) 795-5600.

b) **Identity Related**

Accommodations may be provided for residents who have:

1. Needs related to their lesbian, gay, bisexual or transgender identities.
2. Religious reasons that require special facilities (such as dietary or special room arrangements).

Applicants may provide information on the “Personal Details” section of the online Housing application and should contact the Housing Case Manager to discuss assignment options. Documentation may be required upon request in certain circumstances.

Accountability

Each resident is viewed as a responsible person who will be held accountable for their actions and the actions of their guests. Residents will be held accountable for their behavior and that of their guests when in violation of the policies and regulations governing University Housing Services facilities.

Air Conditioning

Air conditioning is not guaranteed. When the air conditioning is operating in a building, all windows must be closed. (See Energy Conservation)

Alcohol

California state law prohibits alcoholic beverages from being sold, furnished or given to any person under the age of 21.

- a) No possession, transportation (in plain view) or consumption of open containers of alcoholic beverages is permitted in building common or public areas by any person, regardless of age.
- b) Residents of University Housing may transport unopened alcoholic beverage containers to their apartment in a concealed bag.
- c) Kegs or other “common source” containers such as party balls or beverage coolers used as mixing units are not permitted in the apartments.
- d) Empty alcohol beverage containers must be disposed of and may not be kept in apartments as decorations regardless of the age of the residents occupying the unit.

Any alcohol found that violates the SJSU alcohol policy, regardless of the age of the owner, must be disposed of under the supervision of a University Housing staff member.

Residents found in violation of alcohol policies are subject to criminal prosecution as well as University disciplinary proceedings which may be grounds for immediate disciplinary action and/or revocation of the Housing License Agreement.

Residents, whose License Agreement is revoked, will still be responsible for the full amount owed in their Housing License Agreement for the academic year.

These policies exclude minors who are dependents of licensed residents of CVA and are authorized as “additional occupants” by University Housing Services.

Please note that residents found in violation of alcohol policies are subject to criminal prosecution.

Appliances

UHS facilities have limits on their electrical systems. Overloading the circuits can result in tripped circuit breakers and present a fire hazard. The following guidelines apply to the use of electrical apparatus:

- a) Items with exposed heating elements are prohibited. This includes, but is not limited to, space heaters (unless supplied by UHS), sun lamps, immersion heaters, and hot plates. Microwaves are allowed, but the wattage must not exceed 900 watts.
- b) Refrigerators for private bedrooms are permitted, provided they do not exceed 4.4 total cubic feet.
- c) Appliances such as stereos, radios, desk lamps, computers, TV’s, VCR’s, DVD players, sealed-component coffee makers, hair dryers, other electrical hair implements, answering machines, and electric blankets are permitted. In the CVA Apartments, cooking appliances such as crock pots, toasters, toaster ovens, rice steamers, electric grills, and electric frying pans are permitted. These appliances must not overload the system. These appliances must be directly attached to grounded outlets.
- d) Privately owned air conditioners are not permitted.
- e) Fans are not allowed in windows and should never be used unless a resident is present.

- f) International appliances should use electrical converters.
- g) Irons must be used with ironing boards only and should never be left unattended.
- h) Stereo equipment and speakers are expected to be of a size and power that are appropriate for high-density community living.

Any damage caused by personal appliances or misuse is the financial responsibility of the resident, including damage of any kind (fire, water, etc.) to the facility and/or other residents' personal belongings. Violations of these guidelines may result in immediate license revocation. It is suggested that Licensee obtain and maintain throughout the term of the License Agreement a policy of insurance from a recognized insurance firm, covering Licensee's liability and personal property damage.

Assignment and Subletting

Resident shall not assign this License Agreement or any interest herein or sublet, license, grant any concession or otherwise give permission to anyone to use or occupy all or any part of the Premises. Any attempted assignment, subletting, license or concession agreement without UHS written consent shall be void and confer no rights upon any third party.

Faculty or Staff who have licensed to occupy an entire apartment may be authorized to allow other occupants to reside in their apartment by completing and submitting an "Additional Occupant Addendum". All occupants aged 18 and older will also be required to sign the License Agreement.

Bathroom

Restrooms in common areas that are designated either male or female may only be used by that gender, recognizing that transgender residents will use the bathroom that aligns closest with their gender identity. Some restrooms are designated as gender neutral bathrooms which any resident or guest may use. It is an expectation that each resident assists in maintaining sanitary bathroom conditions. Residents may not enter bathrooms when they are closed for cleaning and/or repairs.

Bed Bugs

It is our goal to maintain the highest quality living environment for our Residents. Residents have an important role in preventing and controlling bed bugs.

Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about ¼ of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and become bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

Bed bugs can survive for months without feeding.

Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls.
- Molted bed bug skins, white sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the internet websites of the United States Environmental Protection Agency and the National Pest Management Association.

A Resident shall not bring onto UHS property personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident's guests.

If Resident finds or suspects a bed bug infestation, Resident must notify UHS immediately by submitting an online TMA Custodial request.

Resident shall cooperate with the inspection, including allowing entry to inspect any unit selected by UHS or the pest control operator until bed bugs have been eliminated and providing to UHS or the pest control operator information that is necessary to facilitate the detection and treatment of bed bugs.

Prior to treatment, affected Residents will receive written notice including the date(s) and time(s) of treatment, whether and when the Resident is required to be absent from the unit, the deadline for Resident preparation of the unit and a pretreatment checklist with information provided by UHS and the pest control operator.

Resident shall fulfill his or her responsibilities for unit preparation before the scheduled treatment, as described in the pretreatment checklist.

Resident shall be responsible for the management of their belongings, including, but not limited to, clothing and personal furnishings.

If UHS or the pest control operator determines that it is necessary for UHS or a resident to dispose of items infested with bed bugs, the items shall be securely sealed in a bag that are of a size as to readily contain the disposed material. Bags shall be furnished as needed to Residents by UHS. All bags shall be clearly labeled as being infested with bed bugs prior to disposal.

Residents who are not able to fulfill their unit preparation responsibilities shall notify UHS at least one business day prior to the scheduled pest control operator visit for inspection or treatment.

A Resident must vacate his or her unit (a temporary space will be provided), if required by the pest control operator for treatment purposes and shall not reenter the unit until directed by UHS.

If resident does not comply with the instructions given by UHS to help eradicate a bed bug problem, they may be responsible for the full cost of any bed bug eradication related to bed bug incidents found in room, apartments, common areas or other apartments and suites.

Bicycles, Skateboards, Scooters, Rollerblades and Hoverboards

Campus Village has several exterior bicycle racks located on the north and south courtyard areas.

Only Campus Village residents may request access into the locked bicycle enclosures in the parking level 1 and 2 of the Campus Village parking garage. Residents of CV2 may request access to the exterior enclosure of CV2. For access to these enclosures, residents must go to the UHS Housing main office and fill out a "Bike Enclosure Registration form." Access to these enclosures will be added to your room access card.

UHS is not responsible for any lost or damaged bicycles.

Bicycles may not be parked on the sidewalks, at the entrance to any buildings, around any exterior seating, nor should they be locked to stairwells, trees or handrails. Any bicycles found in these locations will have their lock cut and their bicycle impounded by UPD.

Bicycles should not be placed in bathrooms, study rooms or other public/common areas inside of buildings.

Bikes, skateboards, scooters or rollerblades may not be ridden in the buildings.

Hoverboards are not permitted to be stored or operated in UHS buildings.

UHS discourages residents from bringing or keeping bicycles in apartments and encourages residents to lock their bicycles at the designated locations. If residents do bring these items into the building, they will be held responsible for any damages and charged appropriately.

Residents may not install hooks on their ceiling or walls to hang their bicycles from.

Bicycles must leave with residents when they move out of their building. Any bicycles left on UHS's property bicycle racks after move out, will be turned over to UPD. Any partial bicycle frames or parts will be thrown out. University Housing Services will not store any bicycle left on the racks after the building's move out date.

Electric and Gas powered vehicles are not permitted to be stored in resident's rooms. Residents with disabilities who require scooters must submit a written authorization from the Accessible Education Center.

Candles

No open flames are permitted in the residence halls or within housing property outside of designated areas without official UHS approval. This includes, but is not limited to candles, incense, smoking, and the burning of any materials or other flame-emitted articles. Prior written approval must be obtained from the Residential Life Coordinator if this policy is incongruent with religious, cultural, or spiritual beliefs.

Change of Address/Email

It is the resident's responsibility to notify UHS and SJSU Human Resources (through my.sjsu.edu) in the event of a change in billing, mailing or email address. Failure to do so may result in late fees and/or delayed mail delivery. UHS will periodically update their records with the email address from the campus records. All communications will be sent to the email address provided.

During the course of the year, some residents may change their "mailing" or "home" address in MySJSU (main campus database) to their current on-campus housing address. Residents should not do this, residents should leave their "home" or "mailing" address as the permanent off campus address; University Housing Services uploads the on-campus address once a resident contracts housing and all mailings from campus are sent there instead of to the "home" or "mailing" address.

By following the directions above, residents will not miss important mail once they move off campus. All on campus addresses are deactivated from the MySJSU account after the contract ends. Please note that UHS will forward mail for only 3 months after a resident has moved out, if mail-forwarding information has been completed on-line at www.housing.sjsu.edu. The mail forwarding system can take up to two weeks to take effect, and mail can take 4-6 weeks to be forwarded.

Check-in/Check-out

All residents are required to check into their assigned apartment no later than 10:00 p.m. on Monday, August 20, 2018 for fall semester and no later than 10:00 p.m. on Wednesday, January 23, 2019 for spring semester. Residents must notify University Housing Services if they wish to check in after the deadline stated above. Call the UHS Housing main office at (408) 795-5600 for further information.

Licensees who fail to check in by times and dates stated above will be declared "no-shows," forfeit their requested spaces, and are liable for a \$100 License Processing Fee plus pro-rated room, board and parking fees. If there is no paid waiting list and the cancelled Licensee is still an employee of SJSU, Licensee will be charged for the entire license period.

Residents are required to vacate their apartments by 12:00 p.m. (noon), **Sunday, May 26, 2019**. Residents who are approved to cancel their spring contract during the fall semester must check out by 2:00 p.m. on Wednesday, December 19, 2018. Failure to move fee and/or an improper check-out fee of \$50.00, in addition to \$100.00 per day liquidated damage charges may also be assessed for failure to vacate by the stated deadline.

For housing cancellations during the academic year, checkout must occur within 24 hours of a cancellation approval. Residents will be charged a pro-rated fee (and board, parking and telephone if applicable) through the day of official check-out as indicated on the Apartment Inventory form or the License Cancellation form, whichever is later.

Resident must schedule a check out appointment, return keys and access cards and sign the Apartment Inventory form with an approved Residential Life staff member to properly check out. Failure to properly check out will result in a \$50.00 improper check-out charge, removal of all personal property and possible storage charges and/or may incur \$100.00 per day liquidated damage charges.

Residents transferring to a different apartment must follow the proper check-out procedures and obtain UHS approval.

Residents who have completed a 2019/2020 online application and made the necessary payments and have completed and paid for the summer online application and all applicable fees, may remain until the next academic year contract begins.

Residents who are not remaining on campus for the 2019/2020 academic year, yet have completed and paid for the summer online application and all applicable fees must check out no later than 10:00 p.m. on Saturday, August 03, 2019.

Improper check-out charges may also be assessed for failure to vacate by the stated deadline.

Civil/Criminal Law

Residents are required to abide by all Federal, State, County, and local laws and ordinances. Violation of criminal or civil law in or outside of UHS facilities is basis for revocation of the Housing License Agreement.

Cleaning of Apartments

Residents are responsible for regularly cleaning their apartments. Under no circumstances are trash cans or trash to be left in the hallways/corridors outside resident apartments. Failure to maintain living quarters to the expected minimum standard of cleanliness is a cause for revocation of the University Housing License Agreement. University Housing Services will clean unoccupied units during the summer. Requests for cleaning of units will be accommodated, time permitting, for an additional fee.

Combustible Material Storage

The storage of combustible materials (gasoline, paint thinner, propane, fireworks, wax, etc.) within the residential facility, including resident rooms/suites/apartments, is not permitted.

Common/Public Areas

Common areas are defined as all facility areas that are not a part of the private confines of a resident's apartment. Outside patios, hallways, stairwells, recreation rooms, study lounges, laundry rooms, apartment doors, balconies, community room, and apartment windows facing out are considered to be common areas. While UHS custodial services are provided to maintain common areas, it is an expectation that each resident will make reasonable efforts to keep common areas clean for everyone. Furnishings in building common areas are for use by all members of the community. Residents may not remove furniture from building common areas. Removal of any building common area furniture and/or furnishing may result in a \$100.00 fee and judicial actions will be taken.

Communicable Diseases

Violations of following protocol may result in eviction from UHS property on the first offense.

Any resident diagnosed with a communicable disease by their health care provider will be sent home during the infectious period, or isolated in an assigned apartment as directed by University Housing Services in consultation with Student Health Center, County Health, and/or the resident's health care provider (as permitted by the resident). Non-campus housing and travel arrangements are made at the resident's expense. The resident's health care provider will clear the resident to return the UHS facility and dining services.

Any resident suspected of having a communicable disease could be isolated in their apartment or another assigned apartment while waiting for a diagnosis. Any resident exposed to a communicable disease should make an appointment with a physician, to discuss the possible exposure, symptoms and treatment (if any treatment is available). Examples of communicable and infectious diseases may include: chicken pox, hepatitis, measles and tuberculosis, H1N1, etc.

In the instance of an outbreak, University Housing Services will follow university and local emergency protocols.

Community Living

Each resident agrees to conduct themselves in a manner that is conducive for fellow residents to study, live and sleep. Each resident agrees to not disturb this environment, and also agrees to demonstrate reasonable efforts to resolve community problems. Residents are expected to report uncivil treatment of others, vandalism, and other violations of the License Agreement.

Community Meetings

Community meetings are held regularly to dispense information and answer questions for residents. Residents are responsible for all information that was provided at the meeting, whether the resident attended the meeting or not.

Computer Use

Users of the Residential Network (ResNet) must abide by all computer policies for Housing, San José State University, Cenic, and all applicable state and federal laws.

Wifi is available throughout all resident halls; therefore, no resident may utilize their own Wireless Access Point (router) since it would create interference for SJSU_Premier and impact the performance of the WiFi. Residents who not comply will risk having their internet port deactivated.

Concealment of Violations

Residents have a responsibility to take appropriate action, which includes, but is not limited to, informing a UHS Residential Life staff member if they become aware of any policy violations. Failure to notify UHS staff of violations will result in judicial action.

Consolidation

UHS reserves the right to change the resident's assignment within the housing facilities with a 24-hour notice for reasons of health, resident welfare, and/or as a result of administrative necessity.

Cooking

Hot plates, electric frying pans, electric grills, portable stoves, toaster ovens, or other similar appliances are not allowed in Efficiency's. If there is a question regarding acceptability of an appliance, please see the Appliances section in these policies or the Residential Life Coordinator for approved appliances.

Kitchens in the CVA Apartments offer residents flexibility for meal preparation. Cooking appliances such as crock pots, toasters, toaster ovens, rice steamers, electric grills, and electric frying pans are permitted. These appliances must not overload the system and must be directly attached to grounded outlets.

For the safety of all in the community, residents must pay attention and use caution when cooking. Residents **MUST** keep kitchens clean for sanitation purposes (to avoid odors, ants, roaches, rodents, mold, etc.). Residents **MUST** appropriately ventilate the apartment while cooking to reduce the likelihood of smoke or odors entering the hallway as smoke entering hallways will activate fire alarms and residents may be held judicially accountable.

Under no circumstances are microwaves, stoves, and other similar appliances to be left unattended while in use. Any damage done or inconvenience caused to the community (smoke alarms, fires, etc.) is the financial and judicial responsibility of the resident.

Kitchen equipment (i.e. knives) used for any other purpose than for cooking will be considered an abuse of the weapons policy and is subject to disciplinary action.

Cooperation with Staff Requests

Residents and their guests are expected to comply with any reasonable request of a University staff member or authorized official. Such requests may include, but are not limited to, producing identification, key or access card; reducing noise levels; disposing of alcoholic beverages; or leaving a location.

In addition, residents are expected to comply with any reasonable requests made by a roommate or UHS community member. As a member of a community, the rights and compelling interests of the community outweigh those of the individuals.

Damages

Each resident must give reasonable care to the apartment, its furnishings, and common areas. Residents are expected to maintain sanitary and safe conditions acceptable to the university. Residents will pay for any damages to University Housing facilities (including damaged or missing furniture and appliances) willfully or negligently caused by themselves or their guest(s). If damage in common areas (hallways, elevators, etc.) 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 building will be charged collectively.

Any malicious damage to the buildings, grounds, or other facilities is prohibited.

To avoid unnecessary or inaccurate damage charges, residents must complete the Apartment Inventory Sheet upon check-in. If the completed Inventory Sheet is not signed and returned within 72 hours, Licensee understands that the apartment (including common areas) will be considered in perfect condition and will be charged for any and all damages found at check-out. (Refer to Check-in/Check-out section)

When moving out of their apartment, residents must properly checkout by completing a checkout inventory sheet with a UHS staff member. The condition of the room at checkout will be compared to the condition at check-in. Charges are

assessed from this comparison and from any cleaning beyond normal use; however, UHS reserves the right to perform a final inspection and additional charges may be added. Residents who fail to check out with a staff member, or fails to checkout properly may be charged an improper checkout fee of \$50.00. Refer to UHS website for additional damage charges and fees.

Residents are not allowed to dispose of large items, furniture, boxes, mattresses, electronic devices etc. in the trash rooms. Residents are responsible for disposing of these items on their own.

Damages to common areas (hallways, lounges, bathrooms, etc.) will be charged to all residents of a particular wing, floor, or living area unless it can be determined specifically who is responsible.

Decorating and Renovating Room Structure, Furnishings, or Grounds

- a) Any personal items or furniture brought into the apartment must be removed upon checkout. All decorations must be compliant with fire safety regulations.
- b) University furniture is to remain in the room/apartment at all times. University Housing Services cannot store University furniture to make room for personal items or furniture.
- c) Do not make holes in walls. To hang something on a painted surface, use a product that is approved to prevent damage. (Contact University Housing Services for product recommendations). Nails, tacks, non-approved adhesives, tape, and stickers are not to be affixed to University property. Painting and spray painting is not permitted in the Housing facilities or on Housing grounds except by authorized personnel.
- d) Altered beds must be returned to their original position prior to check-out. If maintenance assistance is needed to alter a bed, a maintenance request should be submitted. Please note that no changes will be made until two weeks following the room change process each semester. For assistance to change the bed height (not bunking or lofting) there is a \$40 charge for labor (unless it is required for medical reasons).
- e) **It is strictly prohibited to place any furniture, including beds, in front of operable windows or exit doors. Blocking or impeding operable window or door egress is a violation of University Housing Policy and poses an extremely serious danger.**
- f) Any form of bed/furniture elevation that involves non-University Housing furniture, or attachments to University Housing furniture is considered a loft and not permitted.
- g) Tapestries, flags, and burlap burn rapidly. If hung from a wall or ceiling, they can feed a fire. It is prohibited to hang such materials from the ceiling. These decorations may be affixed to the wall if they have been treated with a fire retardant and are so labeled.
- h) Due to state fire codes, all decorations must be confined to the interior of the unit door. At no time can anything be in the corridors. Nothing is permitted on the exterior/hallway door of the room/suite or apartment.
- i) Holiday decorations such as artificial flame retardant trees are permitted in the Apartments, but not bedrooms. Lights should be used only when a resident is in the apartment. All lights/cords must be in good condition and be UL certified. Doors and windows may be decorated within the unit as long as the decorations do not cause damage or a safety hazard. All decorations visible to the public must comply with [University policies](#).
- j) No candles or open flames may be used. For holiday observation exceptions consult your Residential Life Coordinator.
- k) Grounds: The community grounds are maintained by the University. Residents shall not erect fences, cultivate plants, or make other changes to the grounds.
- l) Antenna and Related Equipment: Residents shall not erect any exterior antennas or other equipment for television or radio reception without obtaining UHS prior written approval.
- m) Balconies and Exterior Entrances: All outside balconies, entryways, and terraces must be kept clear of all items. A balcony, entryway, or terrace may not be used for storing personal items, displaying plants or other decorative items, drying laundry, beating rugs, shaking dust mops, or hanging any article. No items, including cigarettes, trash, and other material may be thrown from any balcony or terrace. No barbecues are permitted.
- n) Plumbing Fixtures and Other Water Apparatus: The bathtubs, basins, sinks, garbage disposals, and other plumbing fixtures and water apparatus shall not be used for any purpose other than that for which they were constructed. Among other things, these fixtures and apparatus may not be used for the disposal of rubbish, rags, sweepings, matches, and similar improper articles. Any damage or expense resulting from the misuse of the foregoing fixtures and apparatus must be borne by the resident causing the damage or on whose premises the damage was caused.

Dishonored Checks

Fees will be assessed for any dishonored checks, and residents are liable for balance due plus fees under Civil Code, Section 1719 for triple the amount of the check (a minimum of \$100.00 and a maximum of \$500.00) if funds necessary to cover the check are not received within 10 days following a written notice. Residents may also have their Housing License Agreement revoked for non-payment of a dishonored check debt.

Disruptive Behavior/Disorderly Conduct

Any conduct that disrupts the normal order of the community is considered disorderly and is prohibited. Residents are responsible for their actions as well as the actions of their guests while in any UHS facility or on UHS grounds.

Doors/Door Locks

Tampering with, disabling or modifying the operation of apartment doors or door locks is prohibited. Any resident and/or guest of a resident responsible for such violation will be subject to judicial action and any charge for costs attributed to repairs of doors or door locks will be the responsibility of the resident.

Drugs

The possession, use, distribution, sale, or manufacture of any illegal drugs or substances is prohibited by law and University policy. **This includes but is not limited to marijuana, which remains illegal for all purposes and uses under federal law (and University policy).** Such drug activities are not permitted and will not be tolerated in UHS facilities. For University Housing judicial purposes, the smell of marijuana in addition to the presence of other evidence that supports the use of marijuana may be sufficient enough to revoke a resident's License Agreement. Revocation of the License Agreement may also result if the sale or inappropriate usage of prescription drugs is found. Possession of these items may result in revocation of the License Agreement. In these instances, all housing fees are NON-REFUNDABLE.

Please note that residents are subject to criminal prosecution.

Electrical Safety

Extension cords are not permitted. UL approved, grounded power strips with circuit breakers should be used for all electrical equipment including computer and computer related hardware. A maximum of two power strips may be used per room. No modifications to, or changes in, electrical wiring are permitted. No "splices," "octopuses" or modification devices of any kind may be used to add plugs in an apartment.

Surge suppressor-equipped, UL approved power cords are highly recommended for computer systems and other valuable electrical equipment. Such cords have their own circuit breaker. Do not rely on the integrity of the electrical system of the building to protect your computer equipment.

Surge protectors also allow more flexibility for extensions. Extension cords or stringing surge protectors together in a series are prohibited.

Multiple outlet plugs that insert into an outlet are not permitted.

The placement of any material in or around the provided lighting is prohibited. The removal of lights, alteration of the fixtures and the replacement of institutional light bulbs with colored light bulbs are also against UHS policy.

Any damage caused by personal appliances or misuse of the electrical system is the financial responsibility of the resident, including damage of any kind (fire, water, etc.) to the facility and/or other residents' personal belongings. Violations of these guidelines may result in immediate license revocation.

Elevators

If an elevator malfunctions press the alarm and stay inside until help arrives. Do not attempt to pry open or hit doors and climb out. Ring emergency bell or contact UPD if trapped. Residents will be charged the cost to retrieve items dropped down shafts, or repairs due to resident negligence. Tampering with, misusing, or vandalizing elevators is prohibited. This includes, but is not limited to, forcing doors open, unnecessary use of alarms/emergency phones, accessing elevator controls or control room, and entering the elevator shaft or exterior of an elevator.

Emergency Preparedness

All residents are advised to have a family emergency plan. Each resident should maintain an emergency supply kit in their room consisting of a first aid kit, three-day supply of water, non-perishable food, battery operated radio and flashlight, extra batteries, gloves, and medications. Residents are responsible for familiarizing themselves with the evacuation instructions located on the inside of their apartment door, as well as the location of the evacutrac chairs located in Campus Village.

In the event of an emergency residents must comply with UHS Staff and/or university personnel.

Energy Conservation

UHS strongly encourages each resident to avoid any practice that may harm or hinder the State of California's efforts to conserve energy. Each resident is asked to do their part in conserving energy within their living space (including turning room lights and appliances off when not in use and/or use of Energy Star appliances).

Excessive utility charges will be assessed. Utility bills will be assessed approximately one month after the actual usage.

Directives of the State of California concerning energy conservation will be enforced. Utilities such as electricity, gas, water, and air conditioning may be limited upon state directives.

Eviction and/or Suspension

As per the Terms and Conditions, section 12b, if a resident is either evicted or suspended, the Licensee shall owe the full fee period of the License Agreement (academic year or full spring semester for new spring resident), plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information section.

False Information

Intentionally giving false information to any designated University official or to the University is prohibited.

Fire Safety

- a) Combustible Material Storage: The storage of combustible materials (gasoline, paint thinner, wax etc.) within the residential facility, including resident apartments, is not permitted.
- b) Fire Alarm/Drill: All residents and guests must evacuate a residential facility immediately when the fire alarm sounds. Those who do not evacuate are in violation of University policy and State fire code and may result in a citation from UPD or the San Jose Fire Department and/or being referred to the UHS judicial system.
- c) Fire Safety Equipment: Residents are responsible for familiarizing themselves with the evacuation instructions located on the inside of their apartment door. If the instructions are missing or illegible, the Residential Life Coordinator should be contacted immediately to have a new one installed. Residents are required to initial that they have been shown the evacuation instructions on the Apartment Inventory Form at check-in. The following misuses of fire safety equipment are considered violations of policy and will result in judicial and/or legal action (\$1,000.00 fine and up to 6 months in prison), maintenance charges, and/or remuneration: pulling fire alarms or fire alarm covers when no fire exists, blocking or propping fire doors, blocking fire stairs, tampering with smoke detectors, misuse or tampering with the Evacutrac Chair, tampering with alarm horns, strobes, enunciator or bells, misuse or tampering with sprinkler system heads (including, but not limited to, hanging items from sprinkler heads), tampering with fire exit signs, and tampering or improper use of fire extinguishers or fire hoses. Note that each apartment contains a smoke detector and fire extinguisher for residents' safety. Contact the Residential Life Coordinator for additional information about fire safety or if any of your unit's fire safety equipment appears to be malfunctioning.
- d) Open Flame: No open flames are permitted within housing property outside of designated areas without official UHS approval. This includes, but is not limited to candles, incense, smoking, and the burning of any materials or other flame-emitted articles. Prior written approval must be obtained from the Residential Life Coordinator if this policy is incongruent with religious, cultural, or spiritual beliefs.
- e) Portable Heaters: The utilization of portable heaters (unless supplied by UHS) is not permitted, with the exception of areas that do not have permanent heating units.
- f) Halogen Lamps: Halogen lamps/lighting, are not permitted.
- g) Doors: All unit doors are to be kept closed at all times due to the integrity of the rated corridors. At no time are the doors to be propped open or left ajar.

Furnishings

Waterbeds of any type are not allowed. Licensee will return all room furniture to the original positions before moving out. Failure of Licensee to return furniture to the original positions in the apartment or movement of common area furniture by Licensee will result in charge. Removal of furniture from public areas is considered theft.

Apartments may be rented furnished or unfurnished. Furnished one and two bedroom apartments include queen size beds (one per bedroom), 1 night stand, dresser, desk, desk chair, mobile file, living room couch, 1 lounge chair, lamp, coffee table, end table, 2 bar stools, and a shower curtain in each bathroom. Furnished one bedroom Efficiency's have a queen size bed, 1 night stand, dresser, desk, desk chair, mobile file, lounge chair, and shower curtain in bathroom. One and two bedroom units have a washer/dryer combo unit, dishwasher and garbage disposal. If UHS furniture is present in room, resident must pay the furnished rental rate for the unit. Apartments may not be converted to furnished or unfurnished during the term of the license.

Accessible Apartments: One bedroom accessible units have a full size bed, 1 night stand, dresser, desk, desk chair, mobile file, 1 lounge chair, a dining table with 2 chairs, washer/dryer combo unit, garbage disposal and a shower curtain in bathroom. The dining table and chairs may be removed upon request. Accessible Efficiencies have a full size bed, 1 night stand, dresser, desk, desk chair, mobile file, roll up shower and a shower curtain in bathroom.

Guests/Visitation

Individuals are considered a non-resident of any building that they are not officially assigned to live in. Non-residents are not permitted to access any housing facility unless escorted by a resident. Residents are considered the hosts of their guests and, as such, must accompany their guests at all times while in UHS facilities. The exterior doors of the apartments are locked 24 hours a day. Visitors may contact an apartment resident by calling from courtesy phones that are located near the front entrance of the apartment building. Visitors are only permitted to enter a building with the escort of the host. Entrance by any other means is not permitted. Uninvited guests are not welcome in the apartments. Permitting uninvited guests into these areas is in violation of UHS security policies.

Any problems created by a guest are the responsibility of the sponsoring resident. Residents are expected to inform their guests of all University Housing and San José State University policies, and will be held judicially and financially accountable for their guests' actions.

Guests are expected to use the courtesy phones located at each building's front entrance to call their host resident to gain entry into the facilities. All guests and residents must present acceptable photo identification and sign-in at the Courtesy Desk. All guests, regardless of their relationship to the resident (parents, siblings, etc.), must comply with this policy. Unescorted individuals found in UHS facilities will be escorted off UHS property and/or be cited by University Police for criminal trespass.

University Housing Services allows 24-hour visitation for guests, but does not permit cohabitation. Residents may have overnight guests stay in their apartment for up to three nights within a seven-night period and for up to 15 nights total per semester. Residents in violation of this policy may be subject to cost recovery and other fines in addition to disciplinary action.

Residents shall not sublet their apartment or assign any of their rights pursuant to the License Agreement.

Additional restrictions may apply during certain times of the year when heightened security is necessary to protect the UHS facilities and its residents which can include citywide events or campus events that greatly affect the UHS facilities and surrounding area and events which create crowd control concerns. All residents are expected to comply with temporary policy additions during these times. Guests concerns should be taken to your Residential Life Staff member as they can assist with many conflicts.

Harassment and/or Assault

UHS Residents must comply with SJSU's nondiscrimination and Title IX policies. SJSU does not discriminate on the basis of age, ancestry, citizenship status, color, disability, ethnicity, gender, gender expression, gender identity, marital status, medical condition, military/veteran status, national origin, race, religion or lack thereof, sex, sexual orientation, genetic information or veteran's status. Learn more at http://www.sjsu.edu/hr/equal_opportunity/. As established by CSU Executive Orders 1096 and 1097, SJSU strictly prohibits sex and gender based discrimination, harassment and retaliation, sexual misconduct, dating and domestic violence and stalking. Learn more at <http://notalone.sjsu.edu>. Violations of SJSU's nondiscrimination and/or Title IX policies may lead to revocation of the Housing License Agreement and may result in criminal investigations.

Health and Safety Inspections

An inspection of each living environment will regularly occur to assume positive health and safety conditions. Residents are expected to give reasonable care to their rooms and furnishings, maintaining sanitary conditions acceptable to the University.

Corrections of health and safety violations requested by UHS staff must be completed within 48 hours of the inspection and notification. Failure to comply will result in judicial action and or charges to correct the violation.

Vacuums are available from each building Courtesy Desk.

Identification

Residents and guests must carry identification at all times while in the apartments, The Commons or any UHS property. Residents are required to carry and provide appropriate SJSU photo identification upon request by a University staff

member performing his/her duty. Failure to present ID; presenting fabricated, falsified, or misrepresentative ID; permitting others to use IDs for the purpose of improperly gaining access to residence halls, rooms, suites, apartments, The Commons, use of equipment, or any other service or facility is prohibited.

Incense

The use of incense or other strong odor-producing products is prohibited.

License Violations

Residents who are believed to be in violation of one or more policies may be referred by Residential Life staff to the University Police Department for appropriate action.

Lock Outs

If a resident (which includes other authorized residents such as a roommate, child, spouse or partner) is locked out of their room, the resident will be assisted within a time frame that is reasonably possible, but must be prepared to wait for available staff. The Office Assistants and Facilities staff does not have access to individual apartment keys.

If the lock out occurs between 8:00 a.m. and 5:00 p.m., Monday through Friday, the resident may request help at the UHS Housing main office located on the 2nd floor of CVB. Between the hours of 5:00 p.m. and 7:00 p.m., the resident should go to their building Courtesy Desk. Between the hours of 7:00 p.m. and 8:00 a.m., and on Saturday and Sunday all day, the resident may contact the Resident Advisor who is on call in CVA or go to the Courtesy Desk for assistance. The first lock out is complimentary; for the subsequent lock outs, the second will cost \$15.00, the third will cost \$30.00, and the fourth and subsequent lock outs within the academic year will cost \$60.00. Additionally, on the fourth lock out the incident will be documented and the resident will be referred to the Residential Life Coordinator for judicial action.

Mail Services

Resident mail is delivered to the Joe West Mailroom, and will be placed in your mailbox in CVA. All University communications will be sent to residents on campus mailbox while living in University Housing. However, mail will NOT be delivered between December 21, 2018 and January 1, 2019 due to winter break and residence hall closures during this time period. Mail and packages received will be held at the Joe West Mailroom during this time. Please make other personal arrangements with the US Post Office and/or delivery services if you need to receive packages during this time period. Mailbox combinations are provided to residents via their University Housing Services account. Residents should ensure that their mailbox door is secure upon closing by spinning the dial. During the course of the year, some residents may change their "mailing" or "home" address in my.sjsu.edu (main campus database) to their current on-campus housing address. Please do not do this, **residents should leave their "home" or "mailing" address as the permanent off campus address.** University Housing Services uploads the on campus address once a resident contracts for housing. After this occurs, all mailings from campus are sent there, instead of to the "home" or "mailing" address.

By ensuring that the above instructions are followed, residents will not miss important mail once they move off campus. All on campus addresses are deleted from the my.sjsu.edu account after the contract ends.

Residents agree to hold harmless University Housing Services and its agents and give permission to University Housing Services and its agents to sign and accept packages/parcels from U.S. Mail, U.P.S., Federal Express and any other delivery agents attempting to deliver in their name.

In addition, residents relieve University Housing Services and its agents from all responsibility in accepting any delivery in the event of loss/damage or theft.

It is further agreed that if said deliveries are not claimed within a seventy-two (72) hour period by resident, that management reserves the right to return said deliveries without notice. All deliveries will be held at the Joe West Mailroom, in Joe West Residence Hall on the 2nd floor.

Due to US postal regulations, no outgoing mail may be sent from any building including the Joe West Mailroom and/or CVA. Residents will need to go off campus to mail items.

Packages that are sent through the U.S. Mail that need to be signed for cannot be accepted at the Joe West Mailroom due to US postal regulations. Residents will need to go to the St. James post office in person to sign for and pick up any packages sent signed for by U.S. Mail.

Mold

There has been considerable publicity regarding the presence of mold in residences. Molds are microscopic organisms that are present both indoors and outdoors, and may have adverse effects on the health of occupants or structural components of the Premises. It is currently believed that some types of mold are toxic to human health. Because it may be impractical or impossible to eliminate all indoor mold, indoor mold is an important topic about which residents should become informed.

UHS has no expertise in identifying or remediating mold or any other biological pollutant, nor has UHS any expertise in the possible effects on health or property of such pollutants. For information, residents should contact the United States Environmental Protection Agency ("EPA"), the California Department of Health Services ("DHS"), or other governmental authorities. The EPA and DHS Web sites contain information and publications regarding mold and other biological pollutants that may be of interest to residents. For example, see "Biological Pollutants in Your Home" and "Mold Resources" on the EPA Web site (<http://www.epa.gov/>); and "Indoor Air Quality Info Sheet: Mold in My Home: What Do I Do" on the DHS Web site (http://www.cdph.ca.gov/PROGRAMS/IAQ/documents/mimh_2012-07-05.pdf).

Because such substances are pervasive, the Premises are not warranted to be free of mold or other naturally occurring biological pollutants. Mold and other biological pollutants may be present in the Premises at the Commencement Date or may later develop within the premises. Proper maintenance and repair may reduce the presence of mold and other biological pollutants in the premises.

Resident agrees to take all reasonable and appropriate steps to prevent conditions that may cause mold or mildew to develop in the Premises, including following the recommendations contained in the publications referred to above. The resident also agrees promptly to report to UHS any evidence of moisture accumulation or mold in any portion of the Premises.

Resident certifies that resident has read and fully understands the information and disclosures contained in this License Agreement. Resident acknowledges that the facts disclosed in this License Agreement are important but do not constitute a complete list of all facts which should be considered by resident.

Motor Vehicles

Motorcycles, mopeds, or other gasoline-powered vehicles are not to be stored in or around the residence halls/apartments, building entrances, patios, or courtyards. All such vehicles must be parked in designated areas and have an appropriate permit from the University Housing Services Campus Village parking garage.

At no time is there to be storage of any inoperable vehicle in the Campus Village parking garage. All vehicles parked in the garage must also be free of all types of fluid leaks. If the vehicle leaks, the owner will be held liable for any cleanup of the garage floor and or damages that it may cause to the garage or other vehicle.

Licensee agrees to accept financial responsibility for any loss or damage to personal property or personal vehicle belonging to Licensee and their guests and invitees that may be parked in the Campus Village parking garage, caused by theft, fire, vandalism or any other cause. University Housing Services assumes no liability for any such loss. It is suggested that Licensee obtain and maintain throughout the term of the license a policy of automobile insurance from a recognized insurance firm, covering Licensee's liability and personal property damage (if Licensee utilizes the Campus Village parking garage).

Occupancy/Authorized Capacity

The authorized capacity is based on unit type for units: Efficiency two (2) residents; one bedroom two (2) residents; two bedroom or lockout four (4) residents.

Occupancy Types

Apartment occupancies are one bedroom/one bath, two bedroom/two bath units, or Efficiency (single resident occupancy units, similar to hotel rooms that feature a living area, bathroom, and microwave/mini-fridge station). Units are available furnished or unfurnished.

Odors

The effects of smoke, fumes, and odors must be confined to individual rooms, suites, or apartments. Residents must appropriately ventilate the apartment while cooking by opening windows and using appropriate ventilation equipment. Residents are not to prop their apartment/room doors to air out their rooms, especially when cooking as smoke may activate the fire alarm in the corridor.

The use of incense, candles, or other strong odor-producing products is prohibited. The choice of scented air fresheners or cleaning products should be discussed among roommates to ensure no one is allergic or offended by the scent.

Reasonable personal hygiene is expected of all UHS residents.

Oral Representation Policy

To avoid any misunderstanding concerning the License Agreement, we advise residents that UHS does not enter into any oral agreements or make or rely on any oral representation concerning License Agreements. The entire License Agreement is expressed in writing. The License Agreement supersedes any understanding that may have been understood verbally, and neither the Licensee nor UHS are relying on any oral agreement or representation or any understanding of fact or law that is not expressed in writing.

Parking at Campus Village

A limited number of Campus Village parking permits are available for the Campus Village parking garage. Campus Village parking permits are valid in the CV parking structure only, and are not valid in any other SJSU lot, structure or street. Campus Village parking permits are available to residents of UHS only. Permits are issued on a first requested, first assigned basis. Each licensed Faculty or Staff member is limited to one Campus Village parking permit due to limited availability. Residents who require additional permits may purchase an "H" parking permit from SJSU Parking Services. "H" permits are valid in the South parking garage only, not in the Campus Village parking garage. To apply for a Campus Village parking permit, applicants may request parking while completing the online application and must enter all car information (make, model, year, color, license plate) or may complete and submit an original Parking Permit Request form. All requests received after all Campus Village parking permits have been assigned will be placed on a parking waiting list. Notification of status (approved or wait list placement) will be sent via MySJSU messaging or email.

Any vehicle parked in the Campus Village parking garage without a valid permit will be subject to citation by UPD and may be towed at owner's expense. Parking permits are not transferable. Residents' access card will allow access into the assigned residential building and the Campus Village parking garage.

Vehicles must be parked inside the white lines of the designated stall. Park only in designated locations as allowed by the parking space, parking in red zones is not permitted. Vehicles parked in disabled spaces without a valid disabled permit may be towed and stored at owner's expense. Vehicle ID (make, model, year, color, license plate) will be provided to University Police Department, should any information change, changes must be submitted to the UHS office promptly to avoid a citation.

Parking permits should be affixed to the lower left-hand corner of the rear windshield. If rear glass is tinted dark, the sticker may be placed in the front driver's side windshield. This permit is a "static" sticker and can easily be removed. If you are assigned motorcycle parking, while the permits cannot be displayed, you will still need to maintain possession of the parking permit assigned to you. Guard your permit against theft as there is a \$25.00 replacement fee for lost or stolen permits. Parking permits are non-transferable and may not be used by anyone other than the authorized resident.

The parking gates are equipped with an "Anti-Pass Back" feature, which enables a car to enter and exit in sequence only. If a resident comes in, they must exit. Access cards are not to be used for pedestrian or bicycle access through the parking garage gates. The entrance and exit gates will not function without an automobile on the sensors. This function is to prevent unauthorized automobiles in the parking garage. Residents who allow others access into and out of the Campus Village parking garage with their access card, or who use their access card without their automobile are in violation of the Anti-Pass Back policy and will be subject to fees and judicial action.

The first violation of the Anti-Pass Back policy will result in a \$50.00 fee. The second violation will result in a \$100.00 fee and documentation resulting in judicial action. Residents who violate the Anti-Pass Back policy a third time will be fined \$150.00 and will have parking privileges revoked for the remainder of the academic year.

If a resident has requested and been assigned a Campus Village parking permit and no longer requires a parking permit for the Campus Village parking garage, the UHS office must be notified via a written cancellation request. Residents who request to cancel parking will be charged a 30-day pro-rated parking amount (if there is no parking wait list). Residents who are assigned a Campus Village parking permit, yet fail to pick up their permit within 30 days of being issued, will have their parking permit automatically cancelled and no refunds will be issued.

Residents who become delinquent will have parking access privileges revoked. No refunds will be issued for denial of access.

At no time is there to be storage of any inoperable vehicle in the Campus Village parking garage. All vehicles parked in the garage must also be free of all types of fluid leaks. If the vehicle leaks, the owner will be held liable for any cleanup of the garage floor and or damages that it may cause to the garage or other vehicle.

Violation of these policies will result in judicial action and may lead to the revocation of parking privileges. Refer to the Community Living Handbook for further information regarding UHS rules and regulations and the judicial process.

Licensee agrees to accept financial responsibility for any loss or damage to personal property or personal vehicle belonging to Licensee and their guests and invitees that may be parked in the Campus Village parking garage, caused by theft, fire, vandalism or any other cause. University Housing Services assumes no liability for any such loss. It is suggested that Licensee obtain and maintain throughout the term of the license a policy of automobile insurance from a recognized insurance firm, covering Licensee's liability and personal property damage (if Licensee utilizes the Campus Village parking garage).

Passive Involvement

Residents are responsible for choices they make. In the presence of a policy violation, residents may attempt to stop the violation, contact residential staff and/or immediately remove themselves from the situation and the vicinity of the violation. If a resident chooses to remain at the scene of a policy violation, they will be included on the Incident Report and may also be held accountable for a policy violation.

Payment of Fees

Academic Year: The Licensee is responsible for payment of fees for the period of August 18, 2018 through and including May 26, 2019.

Summer: Residents who have completed a summer online application and paid all applicable fees will be responsible for fees from May 26, 2019, through the date of check out, either June 30, 2019 (not licensed returning Faculty in Residence for the 2019/2020 academic year); August 03, 2019 (not licensed returning residents for the 2019/2020 academic year); August 17, 2019 (licensed returning residents for the 2019/2020 academic year).

Licensee should carefully read the Payment Information section of this License Booklet and submit required payment (OR make the \$600 initial housing payment on-line) along with their required online application and \$50 non-refundable application fee. If the Licensee is assigned to a housing space after the academic year begins, the Licensee shall be charged a pro-rated fee for the balance of the academic year. If Licensee's account becomes delinquent, Licensee will be charged a \$75.00 late fee for every month the account is delinquent. See additional information in the Payment Information section at end of this License Booklet.

Faculty in Residence who are accepted and approved for the 2019/2020 academic year may apply for summer and remain in their approved apartment at the Faculty in Residence summer rate; no initial housing payment is required.

Faculty in Residence who are not returning for the 2019/2020 academic year may apply for summer and may remain until June 30, 2019 at 10:00 p.m.

Personal Property

The University is not liable, directly or indirectly, for the personal property of residents and guests due to loss by theft, damage by fire, damage by water, or any other cause.

Residents are encouraged to purchase personal insurance, such as a renter's policy, to cover such incidents. To secure personal property, residents are urged to keep apartment doors locked at all times.

Pets

The health and safety of residents is important to the community. Due to concerns for health, safety, sanitation, noise, and humane treatment the only pets permitted in Residential Life facilities are small fish and aquatic turtles (subject to the exceptions below). Pets must be retained in fresh water aquariums that may not exceed 10 gallons in size. Pets and their environment must be properly cared for and maintained. Failure to follow the pet policy may result in your pet privileges being revoked.

Animals are not permitted to visit or live in the residence halls, with the exception of animals approved by the Accessible Education Center (AEC). Residents must provide AEC with documentation from a physician as to the resident's need for an assistive or emotional support animal.

Residents requesting to have an assistive or emotional support animal living in on-campus housing may be permitted on a case-by-case basis. Before bringing an assistive or emotional support animal to live at UHS, the requesting Licensee must submit a request and appropriate supporting documentation to the Accessible Education Center (AEC). Assistive or emotional support animals may not reside in University Housing without prior notification, registration and approval. Requests for an assistive or emotional support animal will be evaluated by the AEC. Housing must receive approval from the AEC prior to the resident being accommodated. Once approval has been received by University Housing Services, resident will be required to complete an Assistive Animal Addendum.

Photography

Persons in bedrooms, bathrooms, and dressing areas are off limits to filming, recording, and photography without the express consent of all individuals being filmed, recorded or photographed.

Posting Policy

According to S12-6, Policy Recommendation, Advertising Campus Events: Flyers, Banners, Chalking, etc. members of the SJSU community (faculty, staff, and recognized student organizations) can advertise campus and broader community events and activities in University controlled spaces. This policy applies to postings in University controlled spaces, not individual, department, or College controlled spaces. Posting in residential halls and residential dining halls is not governed by this policy. Posting in these locations is regulated by University Housing. The complete Advertising Campus Events: Flyers, Banners, Chalking, etc. document may be found at http://www.sjsu.edu/getinvolved/recognized-student-orgs/student-org-handbook-policies/advertisingRSO_toolkit.pdf

The Director of University Housing Services or their designee(s) must approve any postings found within University Housing facilities. Postings must adhere to the UHS Posting and Distribution Policy. This policy does not apply to University Housing staff, hall government, or RHA postings. Only University Housing staff, hall government, or the RHA may post on the floors of UHS facilities. Any posting violations will be removed, and people found posting illegally may be sanctioned. More information can be found at <http://www.sjsu.edu/president/directives/current/pd0101.html>

UHS Posting Procedures:

1. Only SJSU Departments and Registered Student Organizations may request to post items in the Resident Halls.
2. All event advertising must include an accessibility statement with contact information.
3. To request items to be posted, flyers/posters must be brought to the UHS Housing main office located in the Campus Village Building B 2nd Floor **at least 2 weeks prior to the event date** and receive approval by Residential Life. SJSU departments and Registered Student Organizations whose flyers and posters are approved will be posted. Those who are not approved will be contacted and the items returned if desired.
4. Due to limited posting space, as determined by the State Fire Marshall, we can only post a maximum of 80 fliers and/or 7 posters in resident halls and 2 flyers/posters in The Commons.
5. We give priority to University Housing Services as well as campus wide initiatives and events.

For questions, please contact University Housing Services at 408-795-5600

Prohibited Items

Residents are not permitted to have certain items in/on UHS controlled properties as they present a hazard to their community, community members or the facilities. This includes any item that directly or indirectly impacts safety/security and/or fire safety. Such items include, but are not limited to: combustible materials, liquid filled furniture, candles/incense, non-UL rated extension cords, halogen lights, portable heaters (unless supplied by UHS), lava lamps, electrical appliances with exposed heating elements, major appliances and grills, outdoor antennas and/or television/radio reception equipment, weights/exercise equipment exceeding weight or size requirements (refer to weight/exercise equipment section), hookahs, vape pens and other smoking apparatuses, darts/dart boards.

UHS reserves the right to add similar and/or other demonstrably dangerous items as needed.

Public Health and Safety

The University reserves the right to close the residence halls if the State of California or the Chancellor of the California State University system determines that such a closure is required to protect the public health and/or safety of residents.

Quiet and Courtesy Hours

As a part of San José State University, UHS is an extension of the academic environment that exists on campus. To support this living and learning environment, the following quiet hours are enforced:

Sunday-Thursday 10:00 p.m. - 8:00 a.m.

Friday and Saturday 12:00 a.m. - 10:00 a.m.

Quiet hours are extended to 24 hours during final exams. During quiet hours, noise should not be heard between the CVA and CVB Apartments, or between apartments - to the extent that is humanly possible, given the community design of the facilities. Quiet hours apply to the entire complex, including the Campus Village Courtyard and grounds.

During quiet hours, noise, conversations, or music from the grounds should not be heard by residents or disturb residents in their bedrooms or apartment.

Courtesy Hours are in effect 24 hours a day, seven days a week. During these times, residents may play their music and talk in the hallways. However, any resident may request that another resident or group of residents cease any activity, which is interfering with their ability to study, rest, or enjoy the community. At these times, academic and health considerations are the priority.

Audible amplification (electrical or otherwise) of any musical instrument is not permitted within the residence halls or the CVA Apartments. Headphones are recommended when using equipment that may be disruptive to others. With the exception of UHS-sponsored or approved events, noise, or music, activities on UHS grounds should not be so loud as to disrupt other residents. Music should not be played at a level where it disturbs other residents. Stereo equipment and speakers are expected to be of a size and power that are appropriate for high-density community living. University Housing staff may request that stereos or other devices that pose a repeated disruption be removed from UHS facilities.

Within an apartment, or on a floor, residents may agree to extend quiet hours. Floors that choose to designate extended quiet hours must post these hours clearly in the lobby of that floor.

CVA is designated an Intensive Academic community. Residents are expected to communicate with their neighbors and confront unacceptable noise behavior prior to contacting a Residential Life staff member to address the violation. When a reasonable request is made in one of these situations, a resident must comply or face possible judicial action. If personal attempts do not resolve a noise issue, please consult with a Resident Advisor.

Recreational Equipment/Sports

Riding a bicycle, hoverboard, scooter, skateboarding, rollerblading, playing ball or Frisbee, or playing any other sports is prohibited inside University Housing facilities.

Recreation/sports equipment may be carried through a residence building to an apartment.

No person shall operate a hoverboard, scooter, skateboard, bicycle, roller skates, or roller blades in University Housing parking lots, parking structures, on the plaza, or on other property of the complex. See Presidential Directive 90-01 for further explanation (<http://www.sjsu.edu/president/directives/>).

Frisbee, catch, and other such low-impact/low-risk games are permitted in outside area as designated by University Housing Services staff.

Recycling

Recycling is encouraged if it is part of a UHS-organized and approved program.

The placement of any approved recycling materials (paper, bottles, cans, etc.) outside of UHS designated areas is not permitted. Only materials designated for recycling may be left in these areas. Do not place trash in recycling containers.

No person, other than authorized University employees or contractors shall remove recyclable materials which have been placed in designated recycling collection locations. Any removal of recyclable materials from designated recycling collection locations is prohibited. Violation of this prohibition is a misdemeanor pursuant to Education Code Section 89031 and may result in civil fines pursuant to Public Resources Code Sections 41950 & 41951.

Please see a Residential Life staff member for further clarification or to find out how to get involved with the recycling programs.

Refunds

UHS encourages all residents to register for e-refunds (direct deposit) to ensure refunds are received as quickly as possible. Visit the Bursar's website for instructions on how to register.

UHS will generate a refund in the case of a credit balance, under the following conditions:

1. Applicant/Resident has submitted all required documents to cancel their Housing License Agreement and it has been approved;
2. All future housing charges for the current fee period are paid in full;
3. There are no outstanding housing debts for prior year license;
4. There are no outstanding SJSU debts;
5. Payment was not made with a personal check within the last 21 calendar days (if so, there will be a waiting period);

Note: Refund is made in the name of the Licensee; Refund is generated in four to six weeks.

Installment fees assessed for Housing Installment Payment Plan are not subject to refund after the housing installment fee has been posted to the resident's account.

In the rare case a refund is issued in error, Licensee is required to repay the refund amount.

Relations

Any resident who poses a safety concern may be asked to leave the apartments, denied access to the apartments, and/or required to commit to a behavior contract as prescribed by a UHS staff member. UHS reserves the right to remove any individual exhibiting behavior deemed by the University as a threat to the community.

Roofs

Residents are not permitted on the roofs of any residential facility. Retrieval of articles from any roof must be done by authorized UHS staff.

Apartment Changes

UHS assigns apartments. Unfortunately, it is not always possible to give everyone their first choice. The UHS staff reserves the right to make assignments and changes as necessary. University Housing Services understands that residents may wish to move to a different apartment. In order to establish who has checked in, cancelled, or delayed their check-in date and to ensure all residents have moved into their proper spaces, no apartment changes will occur during the first two weeks of the semester. Failure to go through the correct Apartment Change or Swap process will result in each resident who has changed apartments moving back to their original apartment and a fine of \$100.00 per day for moving without approval.

There is an Apartment Change/Swap process that occurs in late September. Residents going through this process successfully will not be charged a \$50.00 processing fee. Keep in mind that going through this process does not guarantee approval, and only residents who are approved may move. Details on this process will be posted at the beginning of the semester. Residents should not move apartments unless they are notified that their request was approved and will need to move on assigned dates.

After the apartment change period, UHS will consider apartment changes on a case by case basis. Residents may not switch apartments without approval from their Residential Life Coordinator.

Apartment changes may result in additional charges. Licensee will be responsible for all costs associated with community or occupancy type changes as a result of an apartment change. Charges will be assessed immediately following apartment change and will be due on next scheduled payment date, or approximately two weeks later if the last payment due date has passed.

If allowed to switch apartments, a \$50.00 processing fee per resident moving will be charged (if change occurs outside of the designated Apartment Change/Swap Process).

The \$50.00 fee will be assessed for any apartment change outside of the designated Apartment Change process, whether the move is requested by the resident or administratively necessary due to conflicts, or administrative necessity.

Any apartment changes needed due to extenuating circumstances outside of the designated Apartment Change process time will be determined by a University Housing Official/Residential Life Coordinator. The residents involved will then need to complete additional paperwork and will be issued access to their new assignment. The access to the apartment will end within 48 hours. Residents will need to check out between 7:00 p.m. and 10:00 p.m. at the courtesy desk located in the building to complete their inventory sheet and the checkout process. The resident is responsible for any charges that may be assessed for the new occupancy type.

Security/Door Propping

Residents receive keys and an access card that opens their apartment doors and the entrance doors. Residents are encouraged to lock their unit doors at all times and to not hold the entrance/exit gates open for unknown persons. If a resident lives in a UHS facility, they have an access card for entrance into the building.

A resident MUST NOT prop any door at any time due to fire, theft, and other safety concerns. Propped doors allow uninvited people to enter UHS facilities and breach the safety of each resident's person and property. Doors are also fire rated for 1 hour and keeping them closed is essential in preventing the spread of fires. For some of the entrance doors, an alarm will sound if the door is held open for more than 30 seconds and others are emergency exits only with alarms that sound immediately. Please be aware of this and keep doors closed so as to not disturb other residents in the community. Doors found propped should be un-propped and reported to the RA on duty or the Courtesy Desk immediately.

Smoking

San José State University is committed to promoting a healthy learning and working environment. Consistent with this commitment and in accordance with Presidential Directive 2014-01, smoking and tobacco use is prohibited in all indoor and outdoor areas on campus, including all residence halls, vehicles and parking lots. The sale of tobacco products is prohibited, as is tobacco related advertising and sponsorship.

"Smoking" is defined as inhaling, exhaling, burning or carrying a lighted cigarette, cigar, pipe, hookah, vape pen or electronic cigarette (e-cigarette). "Tobacco product" is any item containing tobacco leaf and any product containing biologically active amounts of nicotine that can be inhaled. It does not include any product designed and approved by the U.S. Food and Drug Administration for the use in treating nicotine or tobacco dependence.

Dismantling smoke detectors will result in judicial action, UPD citation, and/or restitution for all repairs.

Residents who do smoke within UHS Housing facilities are in violation of the License Agreement and are subject to criminal prosecution and University disciplinary proceedings which may be grounds for immediate disciplinary action and/or revocation of the Housing License Agreement. **Residents will still be responsible for the full amount owed in their Housing License Agreement for the academic year.**

Solicitation/Sales/Advertising/ Deliveries

As part of the greater San José State University campus community, UHS encourages individuals or organizations wishing to sell, solicit, or advertise products or services to do so through the avenues provided by Student Union, Inc., stipulated in Presidential Directive 01-01 *Time, Place, and Manner*. As SJSU students or staff, all UHS residents may take advantage of marketing opportunities while on campus. However, solicitation, sales, and advertising either verbal or printed are not permitted in UHS facilities, except by authorized vendors and University Housing staff, and as permitted by the UHS posting policy. This includes, but is not limited to, the residential areas, the courtyard plaza, and University Housing grounds. Authorized vendors must have written permission in hand from the Director of University Housing or their designee. No door-to-door solicitation is permitted, although UHS programs sponsored by University Housing staff, RHA or hall governments or approved residential organizations may be promoted door-to-door.

Residents are not permitted to operate a private business on any area of University Housing property or use the campus mailing address, Ethernet connection, or telephone for that purpose.

All advertising must comply with the UHS posting policy, which you may find at the UHS Housing main office. Any requests for exceptions must be submitted in writing to the UHS Housing main office. All vendors, product, and service deliveries (FedEx, etc.) requested by residents must be made in compliance with UHS security, and through the Joe West Mail Room. Packages received by the Joe West Mail Room will be available for pick-up during designated operating hours. Packages not claimed within seventy-two (72) hours of initial notification will be returned to sender.

Storage

Storage is limited to the resident apartments. The storage of any materials (boxes, furniture, etc.) in common areas of the residential facilities is not permitted. UHS does not provide storage facilities for campus residents. Residents may not store items in rooms that are not assigned to them.

Surveillance Cameras

Unmonitored surveillance cameras may be located in the stairwells and other common areas (e.g., lobby, lounge, laundry room, hallways, dining facilities, etc.) for the protection of residents. Exterior cameras may monitor outside areas near the residence halls.

Theft

Theft of, or non-accidental damage to campus property, or property in the possession of, or owned by, a member of the campus community, is prohibited. This includes borrowing without specific prior approval and includes the relocation of lounge or common area furniture.

Throwing Objects

Balls, sports equipment and any other item may not be used inside the residence halls. No object may be thrown or dropped from a window or opening. Window screens must be left intact. (Refer to Windows, Balconies, Screens and Patios).

Trash Removal

Residents are responsible for disposing of their individual apartment trash to the UHS-designated areas and may not let trash pile up in their apartment. Residents may not place individual room trash in restrooms or common area trash cans. Residents are not allowed to dispose of large items, furniture, boxes, mattresses, electronic devices etc. in the trash rooms. Residents are responsible for disposing of these items on their own. Additionally, residents may not remove common area/trash room trash cans from their original locations. Removal of common area trashcans may result in a replacement fee.

Treatment of Indebtedness

Failure to pay housing fees or payment with a dishonored check that has not been redeemed by the University will result in action described in section 19 of the Terms and Conditions of the Annual Housing License Agreement. It will also result in the University pursuing the debt via its in-house collection office, assignment of the debt to a private collection agency, suit filed in small claims court, disclosure of the debts, and/or judgment to a credit bureau organization, and/or submission of the name to the California State Franchise Tax Board for offsetting of state income tax refunds.

Submission of the debt to a collection agency will result in negative credit information reported to credit bureaus.

If any of these collection steps are necessary, the debtor will be held liable for reasonable costs incurred by UHS and SJSU to collect the debt.

Unauthorized Entry

Residents are not allowed in any other apartment unless invited by the official occupant of that specific apartment (and an invitation can be withdrawn at any time). Residents are not permitted in attics or mechanical rooms, on the roofs, or ledges of any property of University Housing Services.

Vandalism

Destruction or damage of property of the apartments by a resident or guest is a violation of policy and will result in judicial action and prosecution.

Weapons/Dangerous Items

Possession of weapons and explosives, including, but not limited to fireworks, firearms, live ammunition, BB guns, paintball guns, air pellet guns, tasers, toxic substances, highly flammable substances, and any knife having a blade longer than five inches is prohibited from use or storage in the residence halls. Possession of these items may result in revocation of the Housing License Agreement. In these instances, all housing fees are NON REFUNDABLE.

California Penal Code § 626.9, known as the "Gun-Free School Zone Act," imposes criminal penalties on individuals who bring fire arms (whether or not loaded) on school grounds, including higher education institutions. Section 626.9(i) provides that:

"any person who brings or possesses a firearm upon the grounds of a campus of, or buildings owned or operated for student housing, teaching, research, or administration by, a public or private university or college, that are contiguous or are clearly marked university property, unless it is with the written permission of the university or college president...shall be punished by imprisonment...for one, two, or three years." (Cal. Penal Code § 626.9(i).)

Effective January 1, 2016, Governor Brown signed SB 707, which amended section 626.9 which revokes the ability for any person holding a license to carry a concealed firearm from being able to possess a firearm on the campus of a university or college. Complete details regarding California Penal Code § 626.9 can be found at

<http://law.onecle.com/california/penal/626.9.html>

Weights/Exercise Equipment

Weight lifting equipment is permitted in the apartments only if the total weight of any freestanding item does not exceed 25 lbs. Weight or exercise equipment may not be attached to the ceilings, doors, walls, and/or any structure within UHS facilities, and must be used in a safe and quite manner.

Windows/Balconies/Screens/Patios

Residents are not allowed to sit on the window ledge or balcony ledge of any residence facility window. Storage of any materials on window ledges/balconies or entryways is not permitted.

Residents shall not alter the structure of these areas.

Objects thrown from windows of buildings can cause severe damage; therefore, **nothing** may ever be thrown or hung/suspended from a window or set on a window ledge.

Residents who permit any item (liquid or solid) to fall, drop, or be thrown from any residence facility window will be in violation of UHS policy. Ejecting items of any kind from a residential facility window **may result in revocation of the License Agreement**.

Laser lights and pointers may not be pointed out windows.

Screens are not to be opened or removed. Residents will be charged if screens are removed or missing. Window screens and limiters are not to be removed or tampered with. Residents will be charged if limiters are removed or missing. Residents are prohibited from climbing in or out of a window except in case of fire.

It is prohibited to place furniture, including beds, in front of operable windows or doors. Blocking operable window or door egress is a violation of University Housing Policy

Even in high-rise buildings, people on the ground can see into windows, and residents within the UHS community can easily view activities occurring in other rooms within UHS facilities. Be mindful to keep window coverings closed when you desire privacy. Further, be reminded that UHS is not responsible for damages to your residential space that result from windows being left open. Be sure to close and secure your window upon leaving your apartment.

Residents may display signs and posters in their apartment windows as long as the signs and posters comply with [University policy](#). Postings must also comply with health, fire, and life safety codes. More information can be found at <http://www.sjsu.edu/president/directives/current/pd0101.html>

Payment Fee Period

The CVA and Faculty in Residence Apartments

The CVA and Faculty in Residence Apartment resident is responsible for payment of fees for the period of August 18, 2018 through and including May 26, 2019. The spring semester-only CVA and Faculty in Residence Apartment resident is responsible for payment of fees from the period of January 1, 2019 through and including May 26, 2019.

Summer Fees

Summer license dates are subject to change according to the SJSU summer session class dates offered. The SJSU summer session schedule is typically released in late spring. The summer residents are responsible for payment of fees for the period(s) detailed below, according to the session(s) they select on the Housing application portal.

Summer License Agreements for contracted 2019/2020 returning residents to CVA begin at 12:00 p.m. (noon) Sunday, May 26, 2019 and end at 10 a.m. Saturday, August 17, 2019.

Summer License Agreements for non-contracted 2019/2020 returning residents in CVA begin at 12:00 p.m. (noon) Sunday, May 26, 2019 and end at 10:00 p.m. Saturday, August 03, 2019.

Summer License Agreements for NEW summer only residents contracted for the 5-week summer session 1 begin at 7:00 p.m. Sunday June 2, 2019 and end at 10:00 p.m. on Saturday July 6, 2019.

Summer License Agreements for NEW summer only residents contracted for the 5-week summer session 2 begin at 7:00 p.m. Sunday July 7, 2019 and end at 10:00 p.m. Saturday August 10, 2019.

Summer License Agreements for NEW summer only residents contracted for the 10-week summer session begin at 7:00 p.m. Sunday June 2, 2019 and end at 10:00 p.m. Saturday August 10, 2019.

Payment Information

Payment Schedules

The payment schedule is listed in detail [online](#).

CVA and Faculty in Residence Apartment residents are billed monthly with payments due on the first business day of each month. Residents requiring special arrangements should speak with their Resident Accounts Coordinator.

Faculty & Staff payment schedules are located on the UHS website.

Faculty in Residence will be provided payment schedules upon application and acceptance into the Faculty in Residence program.

Payments are due per the payment schedules. Payments may be submitted to UHS as follows:

- Office hours, Monday – Friday, 8:00 a.m. - 5:00 p.m. Cashier window opens at 9:00 a.m. and closes at 4:30 p.m., however, a drop box is available during office hours.
- Mailed to: University Housing Services
Attn: Cashier
One Washington Square
San José, CA 95192-0133

It is the responsibility of the resident to make payments by the scheduled due dates. Residents may not receive an advance reminder notice of payment due. All payments must be received in the UHS office by the specified due date or a \$75 late fee will be assessed to the Licensee's account.

Postmarks are not accepted. UHS suggests payments be mailed two weeks prior to due date.

Application Fee

A non-refundable application fee of \$50.00 is required when submitting an online application for on-campus housing. This fee is charged to cover the administrative cost of processing the rental application for a campus housing facility. No

applications will be processed without payment of this fee. Faculty in Residence are not required to submit an application fee if they have been approved and accepted.

Initial Housing Payment Fee

The \$600 initial housing payment is required when submitting an online application along with the \$50 non-refundable application fee to UHS. Failure to remit this payment will result in a delay and your online application will not be processed.

UHS will accept the \$600 initial housing payment and online applications until all available space is filled. If Licensee has been approved to be on the paid waiting list, payment and online applications will be accepted until the maximum number of names on the paid waiting list has been reached.

Faculty in Residence are not required to submit an initial housing payment when applying online if they have been approved and accepted into the Faculty in Residence program.

Housing Installment Fee

If a resident is granted a payment arrangement that deviates from the regular established monthly payments, a non-refundable \$35.00 housing installment fee will be applied to the resident's account. Housing Installment fees are not refundable. This may be in addition to previous or future late fees.

Late Fees

Payments must be received in the UHS office, or be posted online to the resident's SJSU account, by the specified due date or a \$75.00 late fee will be assessed. Late fees will continue to be assessed for each month the account is delinquent.

Pro-Rates Fees

If Licensee contracts after the first day of the fee period, a pro-rated room (and board and/or parking if applicable) will be computed and charged.

Payment/License Due Dates

Academic Year Housing

Applicants are strongly encouraged to submit an online application, remit \$50 non-refundable application fee and \$600 initial housing payment by May 1, 2018 to be included in the first assignment run. After May 1, 2018 UHS will continue to accept online applications and payments until all spaces are filled.

Residents will be billed monthly. The Payment schedules are listed in detail [online](#).

Faculty in Residence will be provided rates upon application for the Faculty in Residence program.

Spring Semester-Only

Applicants are strongly encouraged to submit an online application, remit \$50 non-refundable application fee and \$600 initial housing payment by October 15, 2018 to be included in the first assignment run. After October 15, 2018 UHS will continue to accept online applications and payments until all spaces are filled.

Residents will be billed monthly. The Payment schedules are listed in detail [online](#).

Summer Housing

Applicants are strongly encouraged to submit an online application and initial housing payment by April 16, 2018 to be included in the first assignment run. After April 16, 2018 UHS will continue to accept online applications and payments until all spaces are filled.

Residents will be billed monthly for summer. Applicants who apply on or after May 14, 2018 will be required to submit the entire monthly summer fee prior to being assigned a space.

Check/Cash Payments

Do not mail cash. Cash payments can be made in the UHS Housing main office during office hours. Make checks or money orders payable to SJSU Housing.

Print resident's name and SJSU Identification Number on the face of the check or money order. The cancelled check is the payment receipt, or the resident may also come to the UHS Housing main office to request a receipt. Due to excessive

service charges, UHS cannot accept international drafts. Payments must be made by a payment instrument drawn on a U.S. bank.

On-Line Payments

The application is online; we encourage you to make all payments online via credit card or e-check. The \$600 initial housing payment may be made while applying for on-campus housing in the housing application portal. Subsequent payments may be made online by logging into your MySJSU account.

Additional Information

- Notices and late notices cannot be sent off campus; they are sent to the resident's on campus mailbox or email.
- Outside organizations which may be making payments for the Licensee must work through the Licensee if they have questions about payment, account balance, etc.
- If amendments are made to the initial License Agreement resulting in a change in fees, the resident will receive information regarding the effect of this change at the time the amendment is made.
- If the resident has received approval to change occupancy types, resident is expected to adhere to and remain current with the payment due dates referenced in the Annual Housing License Agreement.
- If there is an increase in cost due to a meal plan change, resident is expected to adhere to and remain current with the payment due date referenced in the Annual Housing License Agreement.
- Residents are encouraged to submit an online housing application, remit \$50 non-refundable application fee and \$600 initial housing payment by May 1, 2018 to be included in the first assignment run. After May 1, 2018 UHS continues to accept online applications until all spaces are filled. For new spring semester residents, the suggested \$600 initial housing payment date is October 15, 2018.

Summer Housing

Current spring and new summer residents are encouraged to submit an online summer application and pay all applicable fees by April 15, 2019 to assure space; however, online applications and payments will be accepted until spaces are full.

- May 26, 2019** Summer housing for current spring CVA residents starts, license begins at 12:00 p.m. (noon).
- June 02, 2019** **Summer housing opens for NEW summer residents, license begins at 7:00 p.m. (pending space availability)**
- June 30, 2019** **Summer housing for non-returning fall 2019 Faculty in Residence ends at 10:00 p.m.**
- August 03, 2019** Summer housing for non-returning fall 2019 residents, license ends at 10:00 p.m.
- August 17, 2019** Summer housing for returning fall 2019 residents license ends at 10:00 a.m.

Transition Period

Summer residents who are also current spring or fall residents will be required to transition between academic year apartments and summer apartments and then again from summer to fall apartments during the following dates.

- June 02 - 04, 2019** All current spring CVA residents who will be summer residents will transition from spring apartment into their summer apartment. Moves must be completed by 10:00 p.m. June 04, 2019.
- August 11, 2019** All summer CVA residents who are also fall residents will transition into fall spaces. Moves must be completed between 7:00 p.m. and 10:00 p.m. on August 11, 2019.

Dates are subject to change pending finalization of the SJSU summer class schedule.

Living Arrangements

To make housing accommodations through this program, the resident must contract and pay for the entire summer session. Exact dates of availability vary based on resident status in spring and fall.

Summer residents may be required to relocate to another apartment during their summer stay to allow staff to complete work to ensure premises are prepared and ready for the upcoming fall semester opening. Transition dates will be communicated to residents by summer housing staff.