



**SAN JOSÉ STATE  
UNIVERSITY**

2009-2010

Campus Village Building A (CVA) -  
Faculty / Staff / Graduate Housing (FSG)  
Apartments Housing License  
Agreement Booklet

San José State University  
**University Housing Services**  
Division of Student Affairs

## Important Dates

<b>April 20 – 26, 2009:</b>	Returning Resident sign ups for upcoming academic year, License Materials and \$600 due upon sign up.
<b>May 1, 2009;</b>	License materials and \$600 due for returning residents.
<b>June 1, 2009:</b>	License materials and \$600 due for new residents. Applications are still accepted after June 1 until all spaces are filled.
<b>July 8, 2009:</b>	Last day to cancel with \$100 cancellation fee. (Application fee is non refundable).
<b>July 16 – 19, 2009:</b>	Current resident room changes.
<b>August 1, 2009:</b>	CVA Apartments open.
<b>August 24, 2009:</b>	First day of instruction. Classes begin.
<b>August 23, 2009:</b>	All residents must be checked-in by 10:00 p.m.
<b>October 15, 2009:</b>	Petition to cancel for spring semester due.
<b>November 25 – 29, 2009:</b>	No meal service after 4:00 p.m. on Wednesday through 4:00 p.m. on Sunday.
<b>December 9, 2009:</b>	Study/Conference Day – No classes.
<b>December 10 – 16, 2009:</b>	Final Exams.
<b>January 1, 2010:</b>	CVA Apartments open for new residents for the spring semester.
<b>January 25, 2010:</b>	All new residents must be checked-in by 10:00 p.m.
<b>January 26, 2010:</b>	First day of instruction. Classes begin.
<b>March 26 – April 2, 2010:</b>	No meal service after 4:00 p.m. on Friday through 4:00 p.m. on Sunday.
<b>May 18, 2010:</b>	Study/Conference Day – No classes.
<b>May 19 – 25, 2010:</b>	Final Exams.
<b>May 31, 2010:</b>	CVA Apartments close at 12:00 p.m.

# Housing Administrative Policies

## Year Round Housing

The License Agreement covers the 10 month period from August 1, 2009 – May 31, 2010. Residents of the CVA Apartments retain access to their assigned space throughout the year including all holidays as well as the Winter and Spring Breaks. Residents of the Apartments who plan to attend Summer session or reside on-campus during the Summer will need to complete a Summer Addendum at the UHS office by May 5, 2010. Residents who have completed a 2010/2011 license and made the necessary payments and have completed and paid for the Summer Addendum may remain until the next academic year contract begins. Residents who are not remaining on campus for the 2010/2011 academic year must check out no later than 12:00 p.m. on May 31, 2010. Access cards will be deactivated on May 31

## Application Fee

A non-refundable application fee of \$50 is required when submitting an application for 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 pre-payment of this fee.

## Cancellation of License

A licensee must submit a “petition to cancel” form along with the required documentation and letter of explanation. A petition to cancel the license agreement may be approved for one of the following reasons:

- a. **Returning Residents.** Failure to make the first payment installment of \$600 by 12:00 p.m. on the scheduled date (refer to the Returning Resident newsletter) constitutes notice that the Returning Resident Reservation is canceled.
- b. **30-days Prior to the Move-in Period.** Licensee may cancel for any reason until July 1, 2009. Written notice is required, and must be received in the UHS office by the appropriate date.

- c. **Authorized Withdrawal from University.**

Licensee must provide written verification of withdrawal during the semester (unless this information is indicated on campus mainframe). Withdrawal between semesters does not require verification, but will be verified with the campus system after the start of the new semester.

- d. **Termination of Resident’s University**

**Employment.** If during the term of this Agreement, the Primary Resident's employment with the University is terminated or otherwise ends, whether voluntarily or involuntarily. The Agreement shall automatically terminate 30 days after the voluntary or involuntary 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.

- e. **Home Purchase.** If you have purchased a home since you signed your License Agreement or have a purchase pending within six weeks, you may cancel your contract. Escrow documents will be required to verify this reason.

- f. **Marriage.** If you were married since you signed your License Agreement or have a marriage pending within four weeks, you may automatically cancel at the receptionist desk of the UHS Office. A marriage license will be required to verify this reason. Marriage must take place within 30 days of expected cancellation date.

- g. **Hardship.** Reasons beyond the control of the Licensee as determined by the Director or his/her designee. Hardship cases that the Licensee was aware of prior to contracting will most likely not be considered.

### **All cancellations for reasons listed above are subject to a \$100 non-refundable Cancellation Fee**

Installment Fees are not subject to refund after the start of the semester. If the petition is approved for reasons "f" or "g" above, the Licensee will be charged a cancellation fee of a pro-rated amount equal to 30 days room fee and parking (if applicable). Information is available through the UHS Office or online at [www.housing.sjsu.edu](http://www.housing.sjsu.edu).

**Licensee will also be charged for room (and board and parking if applicable) through the**

**day of official check-out as indicated on the Room/Apartment Inventory Form or the cancellation form, whichever is later.**

After the credit for cancellation is posted on the Licensee's account, if there remains a balance due, the Licensee will be responsible for the balance. Please refer to the Treatment of Indebtedness section in this booklet for more information. If a credit balance remains after the credit for cancellation is posted, the Licensee will receive a refund of all other room (and board if applicable) fees paid, minus any outstanding UHS and/or SJSU charges (i.e. damages, tuition, library fees, etc.) and a \$20 processing fee assessed by the SJSU Bursars Office.

**If the petition is denied**, the Licensee will not be eligible for any refund and will be required to pay for the entire license period. Community related issues are not considered grounds for cancellation and will be referred to Residential Life staff. Licensees evicted for disciplinary reasons, non-payment or abandonment will be charged a cancellation fee and may be charged for the entire license period.

**For Spring semester cancellations, Licensee should submit a "Petition to Cancel" by October 15, 2009.**

Cancellation for Spring semester will ordinarily be considered based on the date the request is received and falls under the same stipulations outlined in this section. Residents who have petitioned to cancel and have forged or knowingly provided false information/documentation to UHS will be referred to the Office of the Vice-President of Student Affairs for disciplinary action per section 41301, Title V, California Administrative Code. Following all of the appropriate cancellation procedures is the responsibility of the Licensee. "Petition to Cancel" forms and guidelines are available in the UHS Office and online at [www.housing.sjsu.edu](http://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.

**Change of Address**

It is the resident's responsibility to notify UHS and SJSU Office of the Registrar in the event of a change in billing or mailing address. Failure to do so may result in late fees and/or delayed mail delivery.

All on-campus addresses are deleted from the my.sjsu.edu 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 and turned in to the UHS office. The mail forwarding system can take up to two weeks to take effect.

**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 and a maximum of \$500) if funds necessary to cover the check are not received within 10 days following a written notice. Residents may also have their housing licenses revoked for non-payment of a dishonored check debt.

**Deadline to Check-in/Check-out**

CVA Apartment residents are required to check into their assigned apartment no later than 10:00 p.m. on Sunday, August 23, 2009 for Fall semester and no later than 10:00 p.m. on Monday, January 25, 2010 for Spring semester. Residents must notify University Housing Services if they wish to check in after the deadline stated above. Call the UHS Office at (408) 795-5600 for further information.

**Licensees who fail to check in by the times and dates stated above will be declared "no-shows", forfeit their requested spaces, and are liable for a Cancellation Fee plus prorated room and board fees. If there is no waiting list and the cancelled Licensee is still attending or employed by SJSU, Licensee will be charged for the entire license period.**

CVA Apartment residents are required to vacate their apartment by 12:00 p.m., May 31, 2010. Fall graduates must check out by 2:00 p.m. December 17, 2009. Residents who are allowed to cancel their Spring contract during the Fall semester must check out by 2:00 p.m. on

Friday, December 17, 2009. Residents who have completed a Summer Addendum, 2010/2011 license, and made the necessary payments may remain until the next academic year contract begins. UHS staff will notify residents of the transition date from one apartment space to another if necessary.

Improper check-out 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 for rent (and parking if applicable) through the day of official check-out as indicated on Apartment Inventory Form or the License Cancellation form, whichever is later. In addition, residents will be charged either a cancellation fee of \$100 or a prorated amount equal to 30 day room (and parking if applicable) fee (See Cancellation of License, page 3).

**Residents must return access card and sign the Apartment Inventory Form with an approved Residential Life staff member to properly check out.** Failure to check out properly will result in a \$50 improper check-out charge, removal of all personal property and possible storage charges and/or may incur \$100 per day liquidated damage charges. Residents transferring to a different apartment must follow the proper check-out procedures and obtain UHS approval.

## Eligibility

In order to qualify for a space in the CVA apartments, a graduate student must be enrolled in an approved academic program at San José State University, or the residents must be employed as a faculty or staff member of SJSU unless exception is petitioned and approved by the Director or his/her designee. In addition, priority will be given to those students who are actively enrolled in 9 graduate units. The License Agreement may be revoked by the university if the resident fails to meet these minimum requirements.

**All assignments to a housing space are contingent upon acceptance and proper enrollment or employment at San José State University.**

**If the resident is not admitted, ceases employment, or is disqualified between semesters, it is the resident's responsibility to notify UHS immediately in writing. The resident will be charged for room and board until written notification is received by UHS.**

## Extensions

University Housing Services communicates with Financial Aid to determine if a student may have sufficient grants, scholarships and loans to allow them to defer a portion of their housing payments. Work Study cannot be considered for "Housing Extensions." Once UHS has determined that a student has sufficient aid to defer their payments, a "Housing Extension" is placed on the student account. This extension can be viewed by navigating to the "Other Indicators" section on the student's MySJSU account.

If a "Housing Extension" service indicator is placed on the student account it will defer housing charges to prevent housing late fees until financial aid disburses to the student account. The "Housing Extension" service indicator will be removed on September 10, 2009 for Fall extensions and February 10, 2010 for Spring extensions. After this date, all remaining fees must be paid by set deadlines.

We highly encourage all students with a "Housing Extension" to meet with their Resident Accounts Coordinator to review the student account before the "Housing Extension" is removed from the account. In this meeting the Resident Accounts Coordinator will discuss the student's individual financial aid award and any steps that may be outstanding to ensure a timely disbursement. Appointments can be scheduled by calling 408.795.5600.

## Furnishings

The following details the types of furniture available to CVA residents.

- Furniture includes queen or twin size beds, dresser, desk, desk chair, file drawer unit, living room couch, lounge chair, 1 lamp, coffee table, end table and 3 bar stools, shower curtain in bathroom

If UHS furniture is present in room, resident must pay the furnished rental rate for your unit.

If request is made to have furniture removed, or added to apartment, a minimum of \$100 per unit, per furniture move will be charged. (This applies to furniture moved in and/or out of the apartment.)

## Mail Services

Resident mail is delivered by the Joe West Mailroom staff, however special circumstances may arise that requires UHS action. Residents should make arrangements for any special deliveries that might arrive when the Joe West mailroom is not open.

Residents signing the Annual CVA License agreement 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 2<sup>nd</sup> floor.

All university communications will be sent to residents on campus mailbox while living in University Housing. However, mail will NOT be delivered between December 19, 2009 and January 3, 2010 since the University and University Housing Services are closed during this time period. Please make other personal arrangements with the US Post Office and/or delivery services if you need to receive mail and/or packages during this time period. Mailbox combinations are provided to residents during check-in or shortly thereafter. Residents should ensure that their mailbox door is secure upon closing by spinning the dial.

## Mold

Recently, 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 resident 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, Resident 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 resident. 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.dhs.ca.gov>).

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 Landlord 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. Resident acknowledges that the facts disclosed in this License are important but do not constitute a

complete list of all facts which should be considered by Resident.

## Occupancy/Authorized Capacity

The authorized capacity is based on unit type: SRO two (2) occupants; one bedroom two (2) occupants; two bedroom or lockout four (4) occupants 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.

## Paid Waiting List

In the event UHS reaches full occupancy, a limited number of payments will be receipted as a "paid waiting list". If UHS is unable to accommodate Licensees on the paid waiting list, a full refund will be generated and returned to the Licensee's permanent address (application fees are non-refundable). Licensee may contact UHS at anytime to be removed from the paid waiting list and receive a full refund. Licensees assigned to a temporary housing space will receive a pro-rated refund if a permanent assignment cannot be arranged. Licensees who do not want to be on the paid waiting list should indicate so on their online application.

## Parking at Campus Village

A limited number of permit-required parking spaces are available at the Campus Village Parking Garage. Campus Village parking permits are available to residents of Campus Village only – the CVA building; the Apartments (CVB); the Suites (CVC). Permits are issued on a first applied, first assigned basis. To apply for a Campus Village parking permit, applicants must complete and submit an original Parking Permit Request form. All requests received after Campus Village spaces have been filled will be placed on a waiting list. Notification of status (approved or wait list placement) will be sent via the MySJSU messaging system (or email if faculty or staff member).

If a resident has requested and been assigned a permit and no longer requires a space in 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. Resident accounts will be charged for the parking permit whether or not it has been picked up unless a formal cancellation request has been received.

Residents who become delinquent will have parking access privileges revoked. No refunds will be issued for denial of access. Refer to the Housing Community Regulations and Standards manual for additional parking information.

## Payment of Fees

The Licensee is responsible for payment of fees for the period of August 1, 2009 through and including May 31, 2010. Residents who have completed and paid for a Summer Addendum will be responsible for fees from June 1, 2010 through August 1, 2010 (returning residents). Licensee should carefully read the [Payment Information](#) section of this License Booklet and submit required payment (OR make initial payment on-line) along with his/her required License materials. 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, action will be taken which may include blocking registration, withholding records, and/or eviction. If this debt is referred to a private collection agency, then the Licensee is responsible for paying any collection costs.

## Refunds

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

1. All future housing charges for the current fee period are paid in full;
2. There are no outstanding housing debts for prior year License;
3. There are no outstanding SJSU debts;
4. Payment was not made with a personal check within the last 21 calendar days;

Note: Refund is made in the name of the Licensee;

Refund is generated in four to six weeks. All housing refunds are processed manually and may not be eligible for an e-refund.

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

## Apartment Assignments

Residents will be assigned to their preferred apartment occupancy type whenever possible based on the date their Annual CVA Housing License Agreement and payments are received. If all License materials and payment are received by June 1, 2009, the resident's assignment request is processed during the first computer assignment run. UHS will make every effort to assign residents to the requested apartment, yet reserves the right to assign any resident to any space based on administrative need

### **Inability by UHS to honor assignment preferences will not void this License Agreement.**

UHS reserves the right to change the resident's assignment within the housing facilities with a 24-hour notice for reasons of health, student welfare, administrative necessity, as a result of administrative action. Residents may be responsible for any additional charges resulting from re-assignment such as cable, phone, etc. Apartment changes are not permitted without approval of the Building Coordinator or Resident Accounts Coordinator.

Any resident who is assigned a move-out date due to apartment change, cancellation or administrative necessity must move by the date and time specified by the Director, Building Coordinator or designee. A resident who fails to move out by the date and time specified will be charged \$100 per day liquidated damages in addition to regular rent and board fees.

## Special Considerations

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

Special considerations include:

1. Disabilities such as mobility impairment, vision or hearing impairments (where physical accommodation or building adaptation may be required) or mental health concerns
2. Religious reasons that require special facilities (such as dietary or special room arrangements).
3. Lesbian, gay, bisexual or transgender issues that require special accommodation.
4. Medical concerns (including allergies).
5. Disabilities that may require a live-in attendant

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 Office at (408) 795-5600.

# Dining Services

## Dining Plans (optional)

Apartment residents 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](#)).

The Dining Commons (DC) is an “All-You-Care-To-Eat” program. Please eat all you take. No food is allowed out of the DC. In addition, Dining membership plans also include a retail component 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.

Please select one of the following:

### MEMBERSHIP OPTIONS

Dining membership plans allow plan holders unlimited entry to the residential Dining Commons during DC operating hours. Residents can use their plan Gold Points in any quantity in any Retail Dining Facility during business hours.

**GOLD MEMBERSHIP** allows plan holders unlimited entry to the Dining Commons **five** days per week, Monday – Friday, plus \$100 Gold Points per semester. Gold Points may be used as desired at any open retail dining facility.

**PLATINUM MEMBERSHIP** allows plan holders unlimited entry to the Dining Commons **seven** days per week, plus \$100 Gold Points per semester. Gold Points may be used as desired at any open retail dining facility.

## Optional “Commuter” Meal Plans

CVA residents may choose from one of the meal plans described above, or they may choose from one of the optional “[Commuter Plans](#)” below. These plans may be purchased through the Housing Office until August 14, 2009, and at the Dining Commons or Spartan Shops Dining Main office anytime after that date. These optional plans are available to any resident living in CVA. Commuter plan balances carry over from Fall to Spring semester and expire at the end of the Spring semester. Additional Commuter Meal Plans may be purchased at anytime during the semester at the Spartan Shops Dining Main office in the Cafeteria Building (CAF).

## Commuter Plans

The **Commuter 25 Lunch Plan** is \$225 and provides 25 single entries (approximately 1.5 visits per week in a semester) to the Dining Commons for the plan holder for any weekday lunch

during the academic year. The plan holder may use these entries for themselves and for any number of accompanying guests, Monday through Friday during lunch hours, 11 am – 4 pm. (*Note: these hours are subject to change without notice.*)

The **Commuter 50 Lunch Plan** is \$425 and provides 50 single entries (approximately 3 visits per week in a semester) to the Dining Commons for the plan holder for any weekday lunch during the academic year. The plan holder may use these entries for themselves and for any number of accompanying guests, Monday through Friday during lunch hours, 11 am – 4 pm. (*Note: these hours are subject to change without notice.*)

## Spartan Gold Points

**Spartan Gold Points** can be purchased anytime to augment your meal plan independently of your Housing contract. Please stop by the Dining Commons office, the Spartan Gold Points office in the CAF Building or visit them online at <http://www.spartanshops.com>.

## Special Dietary Needs

The Dining Commons cannot accommodate special diets. Please note that no reduction of food service fees will be permitted for dietary or other related problems. Please contact the Spartan Shops Dining Commons at (408) 924-1740 if you have dietary concerns.

## Dining 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)

#### Fall Semester

Begins dinner, Saturday, August 22, 2009

(August 23, brunch and dinner only)

No service, after 5:00 pm on Wednesday, November 25, 2009

through 5:00 pm on Sunday, November 29, 2009

Ends brunch, Thursday, December 17, 2009

#### Spring Semester

Begins dinner, Sunday, January 24, 2010

(Jan. 25, brunch and dinner only)

No service, after 5:00 pm on Friday March 26, 2010 through

5:00 pm on Sunday, April 4, 2010 (Spring Break) Ends brunch,

Friday, May 26, 2010

## **MEAL SERVICE HOURS**

### Weekdays

The Dining Commons is open continuously from 7:00 a.m. – midnight Monday – Thursday, and from 7:00 a.m. – 8:00 p.m. on Friday

### Weekends

Weekend hours are 10:00 a.m. – 8:00 p.m.

## **Bag Meals**

A **bag meal** is provided for residents who have pre-arranged their requests through the DC Office 24 hours prior to the time they need to pick up bag meals. Bag meals shall only be provided when residents are unable to attend the DC during a normal meal period (7 am – 11 am, 11 am – 4 pm or 4 pm – midnight) for an official academic reason. A bag meal consists of: two sandwiches (meat & cheese, and/or peanut butter & jelly), one piece of fresh fruit, one can of fruit or V-8 juice, one bottle of water, one bag of chips (assorted varieties), one packaged snack (e.g., trail mix, granola bar or multi-grain bar), condiments and napkins.

## **Cancellation Policies**

Resident requests for cancellation of a meal plan must be submitted in writing to University Housing Services. Permission to cancel a meal plan must be obtained from the Assistant Director, Residential Dining. Cancellation is discouraged and is normally limited to adverse circumstances that render it unreasonable for Spartan Shops, Inc. to expect the Licensee to continue the contract.

Should a resident choose to cancel their meal plan at some point during the semester, they should be aware that 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 student has made to the DC during the semester.

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

## **Policies and Regulations**

1. Licensee's SJSU ID Card must be presented to the DC checker or retail cashier for each meal and on demand if requested by a member of the UHS or DC staff.
2. Licensee's meal plan is not transferable. Assisting unauthorized persons to enter the DC or to use your SJSU ID card is in violation of the terms and conditions of the License Agreement and may result in additional charges.
3. All food must be eaten in the DC. Second helpings are permitted. No food, dishes, or utensils may be taken from or brought into the building without permission.

4. If Licensee's SJSU ID Card is lost, a meal voucher (valid only at the DC) will be issued for three days at no charge, at the DC Office. However, if Licensee's SJSU ID Card is not found within three days, Licensee must obtain a new SJSU ID Card at the ID Card Center. The University will assess a \$5 replacement fee.
5. Residents and guests are required to bus their trays and accompanying trash.
6. "Food fights," "trashing" tables, etc. are not permitted.
7. Residents must comply with reasonable requests of DC and UHS staff while in the DC.
8. Wheelchair Accessibility. The DC 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.

# Annual CVA Housing License Agreement

Please refer to the [checklist](#) found on line to ensure that all steps are followed while completing the licensing process.

## I. License Agreement Form

The 2009-2010 Annual CVA License Agreement Form must be completed, signed and submitted to University Housing Services along with the initial payment. In addition, the online Housing Application must be completed and an application fee submitted.

## II. Occupancy and Meal Plan (optional)

### b. Occupancy in the CVA Apartments

University hereby grants to Licensee permission to occupy an apartment within the housing facility as Licensee for the fee period beginning **10:00 a.m. Friday, August 1, 2009 and ending 12:00 p.m. Monday May 31, 2010** unless terminated sooner under the provisions of this License Agreement. Specific assignment of space shall be made by University, and may be changed from time to time. (Dates are subject to change by Presidential Directive.)

UHS collects fees on behalf of Spartan Shops Inc. who is the provider of the meal plan. The meal plan begins on Saturday, August 22, 2009 and ends on May 26, 2010, unless sooner terminated under the provision of this License Agreement. Specific details regarding meal plans can be found online at [www.housing.sjsu.edu](http://www.housing.sjsu.edu). (Dates are subject to change by Presidential Directive.)

**Note:** Residents with special dietary needs (cultural, medical, schedule conflicts) should consult with Spartan Shops management at (408) 924-1740 prior to signing this License Agreement Form.

Summer License addenda for contracted 2010/2011 returning residents begin at 12 p.m. Monday May 31, 2010 and end at 10 a.m. Sunday August 1, 2010.

## III. Enhancement of Educational Experience

a. University shall maintain a competent staff to work with residents to develop a community within the housing facility to enhance residents' 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.

b. 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.

## IV. Terms and Conditions

a. This License Agreement is subject to the regulations contained in Title V of the California Administrative Code, Sections 42000-42021. A copy of those regulations is available through University Housing Services.

b. Licensee agrees to comply with the Student Code of Conduct, the Housing Facility Regulations and Standards within this License, and the Community Living Handbook and any subsequent amendments.

c. This License Agreement shall not be transferred except as permitted in Section IX.

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

e. 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.

f. During break periods, repair and/or construction projects may be necessary. Scheduled projects requiring entry into Licensee's apartment will result in University notifying Licensee. Emergency repair will not require notification. Licensee will be responsible for safeguarding his/her belongings.

## V. Maintenance of Premises

a. 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 University. 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.

b. Licensee shall make no alteration to the housing facility without the permission of the University. Any structural addition or alteration is prohibited without written permission of the University and subject to damage charges.

c. 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.

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

## **VI. Cancellation Prior to Fee Period\***

a. Licensee may request to cancel reservation for housing facility by giving written notice to University at least 30 days prior to the beginning of the fee period.

b. University may grant or deny a request to vacate submitted pursuant to subsection (a). The determination will be based on the following standards, with appropriate verification:

1. Change of student or University employment status.
2. Personal hardship.

See "Cancellation of License" for more information.

**\*Fee period begins the day the CVA Apartments open.**

## **VII. Cancellation after the Beginning of Fee Period\***

a. Licensee who requests to vacate the housing facility shall give at least 30 days written notice of intention to vacate and the reason therefore.

b. University may grant or deny a request to vacate submitted pursuant to subsection (a). The determination will be based on the following standards, with appropriate verification:

1. Change of student or University Employment status.
2. Marriage.
3. Home Purchase
4. Personal hardship.

See "Cancellation of License" for more information.

**\*Fee period begins the day the CVA Apartments open.**

## **VIII. Revocation of License Agreement**

a. University may revoke the License Agreement upon the following conditions:

1. As a result of disciplinary action pursuant to sections 41301-4304 of Article 2 of Subchapter 4 of this Chapter, Title V, California Administrative Code.
2. Failure of Licensee to maintain status as a student or employee at University.
3. Licensee's breach of any term or condition of this License Agreement, including failure to pay required fees.
4. Administrative necessity of University.

b. University shall provide Licensee not less than three days notice in the event of an occurrence described in subsections (1), (2), or (3) and not less than 14 days written notice in the event of an occurrence described in subsection (4), except in cases of emergency.

## **IX. Abandonment or Termination by Licensee**

Except as permitted in Section VI or VII of this License Agreement, 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 University does not terminate Licensee's right to an assigned bed space. In the event of termination or abandonment, Licensee shall have the right to be released from this agreement if a suitable replacement is found, pursuant to campus regulations and with consent of

University, which consent shall not unreasonably be withheld.

## **X. Destruction or Unavailability**

In the event that bed space is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this License Agreement is made, Licensee shall be entitled to a pro-rated 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, mud slides, fire, earthquake, other natural disasters and vandalism; civil disorder; compliance with state or federal law; unanticipated interruption of basic services; a drop in the rate of cancellations not reasonably foreseen by University, if such drop results in an overbooking of available housing facilities.

## **XI. Megan's Law Disclosure**

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](http://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 he or she resides.

## **Refunds**

University shall authorize refunds only as provided for in the Refunds section of this License. All refunds are subject to a \$20 processing fee deducted by the SJSU Bursars Office.

## **XII. Vacating the Housing Facility**

Licensee shall vacate the housing facility on the expiration of the license period or upon revocation of this License Agreement, whichever occurs first.

## **XIII. Treatment of Indebtedness**

Failure of Licensee to satisfy the financial obligations of this License Agreement may result in the following:

- a. Imposition of a late fee, in accordance with the fee schedule.
- b. Revocation of the License Agreement.

c. Eviction.

d. Withholding of University services pursuant to Section 42380, et. seq, Title V, California Administrative Code.

### **This includes:**

1. Withholding of meals and/or room related services/amenities.
  2. Withholding official transcripts.
  3. Denial of registration.
- e. Offset of paychecks, loans, grants or scholarships payable through the University, and/or income tax refunds or rebates.
- f. Legal action to collect unpaid obligations.
- g. Referral to a private collection agency.

## **XIV. Right of Entry**

University shall reserve the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purpose. University shall exercise these rights reasonably and with respect for Licensee's right to be free from unreasonable searches and intrusions into study or privacy.

## **XV. Insurance**

- a. During the period covered by this License Agreement, Licensee is required to obtain health and accident insurance, on either an individual or group basis, with minimum coverage of \$2,000 in hospital benefits, \$150 in medical benefits, \$350 in surgical benefits and \$50 in emergency outpatient benefits per accident or sickness.
- b. University has no insurance to cover the personal or property loss or damage of Licensee. Therefore, University highly recommends that Licensee obtain insurance, such as a renter's policy and auto insurance (if applicable).
- c. Automobile Insurance. 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). University Housing Services assumes no responsibility for damages to vehicles caused by leaks from pipes or from liquids seeping through floors or walls.

## **XVI. Visitors and Guests**

Licensee shall permit no visitors or guests to enter the housing facility except as permitted by the Housing Community Regulations and Standards. Visitors and guests are the responsibility of Licensee at all times. Anyone not listed as an occupant on the License Agreement is considered a visitor.

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 a resident escorts them. The exterior doors of all the residential halls are locked 24 hours a day. Visitors may contact a residence hall or apartment resident by calling from house phones that are located near the front and rear entrances of every hall or 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 residence halls. Permitting uninvited guests into these areas is in violation of UHS security policies.

## **XVII. 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.

## **XVIII. 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 Licensee property taxes based on Licensee's interest in this License Agreement.

# Judicial Process

\* The process outlined below is applicable to enrolled San José State University students. Faculty or staff who violate university and/or housing policies will be referred to UHS staff or campus administrators as appropriate. Policy violations may effect employment and housing status.

The purpose of the University Housing Services judicial system is to maintain University Housing Services standards by helping students to understand their responsibility for maintaining their residential community. 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.

**IF YOU HAVE ALLEGEDLY VIOLATED A POLICY STATED IN THIS LICENSE AGREEMENT BOOKLET THAT IS ALSO AN ALLEGED VIOLATION OF THE STUDENT CONDUCT CODE, YOUR CASE WILL BE ADJUDICATED BY THE OFFICE OF STUDENT CONDUCT AND ETHICAL DEVELOPMENT. YOU MAY VIEW THE STUDENT CONDUCT CODE AND STUDENT CONDUCT PROCESS AT:**

[http://www.sa.sjsu.edu/download/student\\_conduct/Student\\_Code\\_of\\_Conduct.pdf](http://www.sa.sjsu.edu/download/student_conduct/Student_Code_of_Conduct.pdf)

[http://www.sa.sjsu.edu/download/student\\_conduct/Executive\\_Order\\_970.pdf](http://www.sa.sjsu.edu/download/student_conduct/Executive_Order_970.pdf)

**IF YOU HAVE ALLEGEDLY VIOLATED A POLICY STATED IN THIS LICENSE AGREEMENT BOOKLET THAT IS NOT A VIOLATION OF THE STUDENT CONDUCT CODE, THE FOLLOWING WILL OCCUR:**

The Residential Life Staff will document the incident. You will then be required to meet with a UHS Staff Member or the Student Judicial Review Board. Communication for a hearing will occur through your email and/or campus mailbox. It is your responsibility to check your mail and respond to your hearing and all other judicial matters in a timely manner. You must be available when the hearing is called or the Hearing Officer(s) will only consider whatever written material has been provided. *(If you choose not to meet with the Hearing Officer(s) within the stated timeline, a decision may be made without your input. Furthermore, you waive your right to appeal.)* After an investigation, the Hearing Officer(s) will determine your responsibility for the violation(s) based on all available

evidence. If found responsible in the University Housing Service judicial system, the Hearing Officer(s) may impose one or more of the sanctions listed below, as well as additional educational sanctions which may be appropriate. Within five working days of the time of the decision, you will be notified in writing regarding the outcome of your meeting.

## **THE UNIVERSITY HOUSING SERVICES SANCTIONS MAY INCLUDE ONE OR MORE OF THE FOLLOWING OUTCOMES:**

1. A written or verbal warning detailing the liability for continued or repeated violations.
2. Issuance of an educational sanction. If you choose not to complete the sanction, further action will be taken, including additional sanctions and a hold placed on your student record.
3. A written letter of probation stating that any further violation may lead to dismissal from the housing community.
4. Administrative relocation within the housing community.
5. A written letter of revocation of the Housing License for violations enumerated in the letter. Revocation of the Housing License means that you must move out of your campus residence on the date specified. You are not allowed to live in any University Housing facility as of that day, and you are not allowed to return in future years. Also, you are not allowed to return as a guest in any of the facilities. **You will still be responsible for the full amount owed in your Housing License Agreement for the academic year.**

Not completing sanctions may result in further disciplinary actions including, but limited to university record holds, further sanctions, and suspension from housing.

## **Appeal**

If the accused student is not in agreement with the decision made by a University Housing Services Hearing Officer(s), the student may appeal the decision. A completed appeal form and statement must be submitted in writing to the UHS Assistant Director, Educational Development (or his/her designee) within three (3) days after the date of the original sanction letter. Students must write and submit the

appeal on their own behalf. Appeals written and submitted by an attorney will not be accepted. You may request an appeal form from a UHS Staff Member.

**THE STUDENT WILL BE GRANTED AN APPEAL HEARING BASED UPON MEETING THE CRITERIA OF AT LEAST ONE OF THE FOLLOWING:**

1. New information.
2. Procedural rights violation.
3. Sanction dissimilar with similar cases.
4. Bias on the part of the decision maker(s).
5. Not accepting responsibility for the violation(s).

**IT IS FURTHER RECOMMENDED THAT THE STUDENT FOLLOW THE FOLLOWING GUIDELINES PRIOR TO APPEALING THEIR CASE:**

1. A listing of the incident(s) in question.
2. The reason you are appealing (see above).
3. Explanations of the circumstances you believe substantiate the reason for the appeal.
4. Information and people who could corroborate your reason for appeal. In addition, you should attach any written documentation to this form that corroborates your reason for appeal and sign the acknowledgement. If you have any questions about the appeal process, please contact the UHS Educational Development Coordinator or your Building Coordinator.

If an appeals hearing is granted, the student will have an opportunity to state the reason for the appeal and provide detailed information that supports the appeal request. The student may have one non-lawyer individual present at the hearing who acts as advisor. The student may consult with the advisor during the hearing; however, this individual may not speak for the student during the hearing.

# Housing Community Regulations and Standards

The following regulations and standards shall prevail when the Annual Housing License Agreement is signed under the jurisdiction of the California State University.

## Access to University Housing Facilities & Key Policies

All residents are expected to comply with the following:

1. Residents are responsible for all access cards issued to them and must carry their access cards at all times.
2. Report lost or stolen access cards immediately to the Building Coordinator or UHS Office. New access cards will be issued (\$25 fee for card) and the lost card will be deactivated. Lost cards will be replaced by the end of the business day of the notification. Cards reported lost after business hours will be replaced the following business day. Residents who have lost their access card and require housing staff to give them immediate access to their room or apartment will also be subject to a lock out fee according to the lock out fee policy
3. Residents are responsible for any damage to their access card if it stops working.
4. Residents access card are for their use only. Under no circumstances are cards permitted to be duplicated or loaned to other individuals.
5. Do not add or change any locks to your apartment or bedroom.
6. Do not hold gates or doors open for unknown people. All residents have an access card.
7. Do not prop open any door or gate. Anyone caught doing so may have their license revoked, and will receive no refund of fees.
8. Keep the apartment doors locked at all times.
9. Report all suspicious persons or activities to the University Police Department immediately at (408) 924-2222.

10. Use your door viewer to see who is there before opening the door.

11. Do not enter your assigned apartment prior to being issued an access card.

12. Upon check-out, all appropriate cards must be returned to University Housing Services.

13. You may only use the UHS space assigned to you. UHS reserves the right to assign vacant space as needed.

## Abandoned Items

After a resident has moved out of the suite, apartment, or bedroom, an item is considered abandoned if it is left behind. Residents will have up to 18 days to claim their belongings (in writing) or University Housing Services staff will store and then dispose or sell abandoned items pursuant to California Civil Code. University Housing is not responsible for abandoned items. Residents who abandon items in their room, suite, or apartment will incur an improper checkout charge of \$50 and an additional packing, cleaning, and storage fee.

## Alcohol

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

The following describes the alcohol policy in detail:

1. A resident who is at least 21 years of age and elects to consume alcohol in University Housing may do so only if all those present in the room are over 21 years of age, including all roommates. This excludes minors who are your dependents.
2. 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.
3. Kegs or other “common source” containers such as party balls or beverage coolers used as mixing units are not permitted in the residence halls.
4. Residents of University Housing may transport unopened alcoholic beverage containers to their apartment or bedroom in a concealed bag.

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.

Please note that residents found in violation of alcohol policies are subject to criminal prosecution as well as University disciplinary proceedings through the Office of Student Conduct & Ethical Development.

## Assignment and Subletting

Resident shall not assign this License or any interest herein or sublet, license, grant any concession or otherwise give permission to anyone other than the Authorized Residents named on the Annual CVA License Agreement Form 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. Resident acknowledges that UHS has acquired the Building for the sole purpose of providing housing for faculty and staff members and Graduate students of the University and other authorized residents who meet the eligibility and priority criteria established by UHS and/or the University, and Resident agrees that any assignment or subletting would undermine that purpose.

## Check-in/Check-out

All CVA Apartment residents are required to check into their assigned apartment no later than 10:00 p.m. on Sunday, August 23, 2009 for Fall semester and no later than 10:00 p.m. on Monday, January 25, 2010 for Spring semester. Residents must notify their Building Coordinator if they wish to check in after the deadline stated above. Call the UHS 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 Cancellation Fee plus pro-rated room and board fees. If there is no waiting list and the cancelled Licensee is still attending SJSU, Licensee will be charged for the entire license period.**

The Year Round Apartment residents are required to vacate their Apartments by 12:00 p.m., May 31, 2010. Fall graduates must check out by 2:00 p.m., December 17, 2010. Residents who are approved to cancel their Spring contract during the Fall semester must check out by 2:00 p.m. on Thursday, December 17, 2009. Failure to move and/or improper check-out 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 for rent through the day of official check-out as indicated on the Apartment Inventory Form or the License Cancellation form, whichever is later.

**Resident must return 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 improper check-out charge, removal of all personal property and possible storage charges and/ or may incur \$100 per day liquidated damage charges.

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

## 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 apartments. Failure to maintain living quarters to the expected minimum standard of cleanliness is a cause for revocation of the University Housing license.

## Combustible Material Storage

The storage of combustible materials (gasoline, paint thinner, propane, 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. If a door to an apartment is open, the apartment is considered to be a common area. 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 fee and judicial actions will be taken.

## 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. Housing and ResNet polices can be read at <http://795info.com/Conditions/index.htm>. All users of the network are responsible for reading these polices on a regular basis. Polices will be updated on the 1<sup>st</sup> of each month and changes or updates to the policy will be denoted on the appropriate pages.

## 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.

## Cooking

In the residence halls, cooking is limited to the general kitchen or kitchenette areas and is not permitted in bedrooms. Hot plates, electric frying pans, electric grills, portable stoves, toaster ovens, or other similar appliances are not allowed in the residence halls, SRO's or studio apartments. If there is a question regarding acceptability of an appliance, please see the Electrical Equipment section in these policies or the Building Coordinator for approved appliances. Kitchens in the Apartments offer residents flexibility for meal preparation. 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. Under no circumstances are microwaves, stoves, and other similar appliances to be left unattended. Any damage done or inconvenience caused to the community (smoke alarms, fires, etc.) is the financial and judicial responsibility of the resident.

Kitchen equipment 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 proximity 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 another UHS resident or a roommate. 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 hall or complex will be charged collectively. Residents may also be referred to the UHS judicial system. Any malicious damage to the buildings, grounds, or other facilities is prohibited.

To avoid unnecessary or inaccurate damage charges, residents should thoroughly review the Apartment

Inventory Form upon check-in. If there is disagreement with the initial assessment of the room's condition, residents must note as such on the Apartment Inventory Form and meet with the Residential Life staff within five working days of check-in to have the Apartment Inventory Form amended.

When moving out of their apartment, residents must properly check out by completing a checkout inventory sheet with a UHS staff member. The condition of the apartment 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. If a resident fails to checkout with a staff member, or fails to checkout properly, you may be charged an improper checkout fee of \$50. Please read the back of the inventory check-in sheet provided at check-in for more information.

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 or Apartment Structure, Furnishings, or Grounds**

Any personal items or furniture brought into the apartment must be removed upon checkout.

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 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.

Elevated beds must be returned to their original position.

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.

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.

Due to state fire codes, message boards and nameplates are not permitted on the exterior of the apartment/suite/room door.

Holiday decorations such as artificial trees are permitted in the Apartments, but not bedrooms and MUST be approved by UHS staff. 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 be acceptable for public display, with due consideration given to the diverse population of the residential community. All trees, holiday decorations, and window decorations must be removed within seven days of the holiday.

No candles or open flames may be used.

The community grounds are maintained by the University. Residents shall not erect fences, cultivate plants, or make other changes to the grounds. All decorations must be confined to the interior of the unit door. At no time can anything be in the corridors.

Residents who are offended by materials posted in common areas are to consult with their Building Coordinator immediately.

**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.

**Balconettes and Exterior Entrances:** All outside balconies and terraces must be kept clear of all items other than outdoor furniture and outside plants. A balcony or terrace

may not be used for drying laundry, beating rugs, shaking dust mops, or hanging any article. Cigarettes, trash, and other material must not be thrown from any balcony or terrace. No barbecues are permitted.

**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.

## **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.

## **Drugs**

The possession, use, distribution, sale, or manufacture of illegal drugs/narcotics is prohibited by State 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. Residents whose licenses are revoked must move out of their assigned space within 72 hours of receipt of sanction. In these instances, all housing fees are NON-REFUNDABLE.

Please note that residents are subject to criminal prosecution as well as University disciplinary proceedings through the Office of Student Conduct & Ethical Development.

## **Electrical Equipment**

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:

1. Items with exposed heating elements are prohibited. This includes, but is not limited to, space heaters, sun lamps, immersion heaters, and hot plates. Microwaves are allowed, but the wattage must not exceed 900 watts.
2. Refrigerators for private bedrooms are permitted, provided they do not exceed: 4.4 total cubic feet.
3. 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 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.
4. Privately owned air conditioners are not permitted. Window fans are discouraged and should never be used unless a resident is present.
5. 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.
6. Surge protectors also allow more flexibility for extensions. Extension cords or stringing surge protectors together in a series are prohibited.
7. International appliances should use electrical converters.
8. Irons must be used with ironing boards only and should never be left unattended.
9. Cooking is limited to the general kitchen or kitchenette area and is not permitted in the bedroom.
10. Multiple outlet plugs that insert into an outlet are not permitted.
11. 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.

12. 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 electrical equipment 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

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.

## 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 his/her part in conserving energy within his or her 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 equally assessed among all occupants of the unit. 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.

## Fire Safety

### 1. Combustible Material Storage:

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

### 2. 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 ticket from UPD or the San Jose Fire Department and/or being referred to the UHS judicial system.

### 3. 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 Building 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: 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 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 residence hall room contains a smoke detector and each apartment/suite contains a smoke detector and fire extinguisher for residents' safety. Contact the Building Coordinator for additional information about fire safety or if any of your unit's fire safety equipment appears to be malfunctioning.

### 4. 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 Building Coordinator if this policy is incongruent with religious, cultural, or spiritual beliefs.

### 5. Portable Heaters:

The utilization of portable heaters in the residence halls is not permitted, with the exception of areas that do not have permanent heating units.

### 6. Halogen Lamps:

Halogen lamps/lighting, are not permitted.

### 7. 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.

## False Information

Intentionally giving false information to any designated University official or to the University is prohibited. Such behavior will be referred to the UHS judicial system and/or the Office of Student Conduct and Ethical Development.

## Guests/Visitation

Residents are considered the hosts of their guests and, as such, must accompany their guests at all times while in UHS facilities. 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, 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. Residents may have overnight guests stay in their room 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. Guests may not sleep in building lounges or public areas.

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. Guest concerns should be taken to your Residential Life Staff member. They can assist with many conflicts.

## Harassment and/or Assault

UHS is a diverse community comprised of a myriad of cultures, lifestyles, thoughts, and perspectives. In order to maintain a comfortable environment that both respects and celebrates this diversity, harassment of any kind will not be tolerated. Any form of activity, whether covert or overt, that creates a significantly uncomfortable, threatening, or harassing environment for any UHS resident or guest will be handled judicially and may be grounds for immediate disciplinary action, revocation of the Housing License Agreement, and criminal prosecution. The conduct does not have to be intended to harass. The conduct is evaluated from the complainant's perspective. It is not uncommon for offenders to be completely unaware of how their actions are being perceived. Such activities would include, but are not limited to: physical actions, verbal remarks, ethnic slurs, fighting words, threatening or harassing notes or postings (including electronic communications), publicly telling offensive jokes, and repetitively making unwanted advances/conversation toward any person whether sexual or otherwise. Practical jokes and pranks or other such disruptions are prohibited in the campus community.

A. Physical Harassment/Assault – According to the University Police Department's Safety 101 Handbook, physical harassment/assault is "any act of physical intimidation or physical harassment, physical force or physical violence, or the threat of physical force or physical violence, that is directed against any person or group of persons." This may include, but is not limited to: unnecessary and/or inappropriate touching, pinching, using suggestive gestures or body language, or blocking someone's path.

B. Sexual Harassment/Assault – CSU policy, which also applies to visitors and guests, defines sexual harassment to include "such behavior as sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature directed towards an employee, student, or applicant when one or more of the following circumstances are present:

1. The conduct has the purpose or effect of interfering with an employee's work performance or creating an intimidating, hostile, offensive, or otherwise adverse working environment.

2. The conduct has the purpose or effect of interfering with a student's academic performance, creating an intimidating, hostile, offensive or otherwise adverse learning environment.

C. Verbal Harassment/Assault – Verbal harassment is verbal behavior, either in words or gestures, which dominates, controls, or does another person harm. Verbal harassment occurs when unwelcome speech or conduct is so severe, persistent, or pervasive that it interferes with an employee's work performance or a student's ability to participate in or benefit from an educational activity or program, or creates an intimidating, hostile or offensive working, living, or educational environment.

## Health and Safety Inspections

An inspection of each living environment will regularly occur to assume positive health and safety conditions. Corrections of health and safety violations requested by UHS staff must be completed within 48 hours of the inspection and notification.

Vacuums are available from Residential Life Staff at the CVB courtesy desk.

Residents are expected to give reasonable care to their rooms and furnishings, maintaining sanitary conditions acceptable to the University.

## Identification

Residents and guests must carry identification at all times while in the residence halls or on apartment property. Upon request by a University Housing Services staff member, residents and guests must produce an ID, preferably a SJSU Tower Card.

## License Violations

Residents who are believed to be in violation of one or more policies may be referred by Residential Life staff to the UHS Student Judicial Process, Office of Student Conduct & Ethical Development, University Police Department, or other campus office for appropriate action. Questions about judicial referrals should be directed to UHS staff.

## Lockouts

If a resident (including other authorized resident such as a roommate, child, spouse or partner) is locked out of his/her apartment, 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 do not have access to individual apartment access cards.

If the lockout occurs between 8:00 a.m. and 4:00 p.m. the resident may request help at the UHS Front desk located on the 2<sup>nd</sup> floor of CVB. From 4:00 p.m. to 7:00 p.m. residents should request help at the West Desk located on the 2<sup>nd</sup> floor of Joe West Hall. Between the hours of 7:00 p.m. and 3:00 a.m., the resident may contact the CVB Resident Advisor who is on call. The first lock-out is complimentary; for the subsequent lock-outs the will cost \$30, fourth will cost \$60. Charges will be assessed to the primary resident's SJSU account. Additionally, on the fourth lock-out, the incident will be documented and the resident will be referred to UHS staff.

## 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 SJSU Parking Office or the University Housing Services 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.

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).

## Odors

The effects of smoke, fumes, and odors must be confined to apartments. Residents must appropriately ventilate the apartment while cooking by opening windows and using appropriate ventilation equipment. Residents are not to prop their apartment doors to air out their rooms, especially when cooking.

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.

## Parking at Campus Village

Any vehicle parked in the 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 UHS 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 will be towed. There are a number of spaces designated for FSG permits only. Residents must have a FSG permit to park in these spaces or risk being cited. Vehicle ID (plate number, make, model, color) 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 driver's side windshield. This permit is a "static" sticker and can easily be removed. Guard your permit against theft as there is a \$25 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. 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 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 fee. The second violation will result in a \$100 fee and documentation resulting in judicial action. Residents who violate the Anti-Pass Back policy a third time will be fined \$150 and will have parking privileges revoked for the remainder of the academic year.

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.

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).

## Parties

A party is defined as a gathering in a UHS facility at which there are between ten to sixteen people in the Apartments. Parties with over sixteen people in the Apartments are prohibited.

Parties are prohibited on days preceding class days. Parties must be held in compliance with all state laws and

University policies. Parties are absolutely prohibited when 24-hour Quiet hours are in effect.

## 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 include fish, aquatic turtles, and small crustaceans that are not dangerous or harmful and/or prohibited by state or federal laws. Pet ownership is a privilege and not a right. 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 and/or judicial action being taken.

## Posting Policy

According to the Presidential Directive 01-01 Time, Place, and Manner, posting of material is permissible only on approved kiosks and bulletin boards and is subject to regulations. Posting on trees, lampposts, phones, benches, buildings, or any other permanent structure not specifically designated for posting is prohibited. Self-standing signs, etc., are prohibited, as is the distribution of any materials by placing on unoccupied automobiles. The complete Time, Place, and Manner document may be found at the San José State University Police Department.

The Director of University Housing Services or his/her designee(s) must approve any postings found within University Housing facilities. Postings must adhere to the UHS Posting and Distribution Policy. For a copy of this policy, please see the Housing Office. 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.

Private gatherings in UHS facilities MAY NOT be advertised to the public.

It is the responsibility of residents to read all postings. Residents will be held responsible for posted information.

## 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 Apartments, between bedrooms, or between the common areas and the bedrooms - to the extent that is humanly possible, given the community design of the facilities. Quiet hours apply to the entire complex, including the 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, students 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. During courtesy times, noise should not travel beyond one's neighboring the Apartments.

Audible amplification (electrical or otherwise) of any musical instrument is not permitted within the residence halls or the 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.

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.

## Right of Entry

University Housing staff shall reserve the right to enter the premises occupied by residents for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purpose. UHS shall exercise these rights reasonably and with respect for each resident's right to be free from unreasonable searches and intrusion into study or privacy.

## Recreational Equipment/Sports

Riding a bicycle, 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 a bedroom/suite/apartment.

No person shall operate a 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.

Bicycles may be stored in designated storage racks, the Apartments, suites, or rooms. They cannot be stored in stairwells, under trees, or on the hall grounds or other common areas. Bicycles found in these areas will have a

padlock placed on them or will be moved by UHS. There is a \$50 fee to have the padlock removed. Locked storage cages are available by completing a bicycle enclosure registration card.

## 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.

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

## Relations

Any resident who demonstrates an inability to live in a group setting will be asked to leave the CVA apartments, denied access to the apartments until Counseling Services has assessed their ability to live in on-campus, 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 UHS staff as a threat to themselves or 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.

## Security/Door Propping

Residents receive 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 anytime 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. 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 Building Coordinator or UHS staff immediately.

## Smoking

In accordance with Executive Order W-42-93 issued by the Governor of California in February 1993 and S03-6 signed by the University President on May 15, 2003, all smoking in state-owned buildings and leased space, including all residence facilities, student apartments, student rooms, patios, and stairwells is prohibited. Residents who do smoke must do so outside of the housing facilities - at least 25 feet away from doorways, stairs, and ground level air intake structures. Smoking is not permitted on balconies, including the walkway between Joe West and the Dining Commons.

Residents who do smoke within UHS housing facilities are in violation of the License Agreement and are subject to judicial action and/or revocation of their license.

## Solicitation/Sales/Advertising/Deliveries

As part of the greater San José State University campus community, the 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 and faculty 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 plaza, and University Housing grounds. Authorized vendors must have written permission in hand from the Director of University Housing or 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 main housing office. Any requests for exceptions must be submitted in writing to the University Housing Office. All vendors, product, and service deliveries (FedEx, etc.) requested by residents must be made in compliance with UHS security, and through the Mail Room or Courtesy Desk. Packages received by the Courtesy Desk or Mail Room will be available for pick-up during designated operating hours. Packages not claimed within seven days of initial notification will be returned to sender.

## Storage

Storage is limited to apartment units. 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.

## Trash Removal

Residents are responsible for disposing of their individual apartment trash to the UHS-designated areas. 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 trash cans may result in a replacement fee.

## Unauthorized Use of Facilities

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 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.

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

Window displays that can be viewed from the exterior of the building are not permitted. (For exceptions, see Decorating/Renovating: Holiday Decorations). 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. It is expected that residents will display appropriate discretion with public displays while living in University Housing.

## Unauthorized Entry

Residents are not allowed in any other bedroom, suite, or apartment unless invited by the official occupant of that specific bedroom, suite, or apartment. Residents are not permitted in attics or mechanical rooms, on the roofs, or ledges of any property of University Housing Services.

## University Policies (Student Conduct Code)

Residents are required to abide by all university policies as outlined in the SJSU Catalogue (available at the Spartan Bookstore or on the SJSU website). See the catalogue for specific policy numbers.

## Waterbeds

Waterbeds are not permitted in any UHS facility.

## Weights/Exercise Equipment

Weight lifting equipment is permitted in the apartments, suites, or rooms 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.

## Weapons/Dangerous Items

Possession of weapons and explosives, including, but not limited to fireworks, firearms, live ammunition, BB guns, paintball guns, air pellet guns, 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 License Agreement.

# Payment Information

## Fee Period

### **THE CVA APARTMENTS:**

The CVA Apartment resident is responsible for payment of fees for the period of August 1, 2009 through May 31, 2010. The Spring semester-only CVA apartment resident is responsible for payment of fees from the period of January 1, 2010 through May 31, 2010.

### **SUMMER FEE**

The Summer apartment resident who is also a 2010/2011 resident is responsible for payment of fees for the period of May 31, 2010 through August 1, 2010.

### **SPRING SEMESTER CANCELLATION**

If Licensee does not intend to be a SJSU student, faculty or staff member during the Spring semester, the UHS office should be notified in writing by October 15, 2009. See the Cancellation of License section for more information.

## Payment Schedules and Amounts

### **PAYMENT SCHEDULES**

Residents will be billed monthly. Students may elect to pay via the: Installment Payment Plan (IPP). The Payment schedules are listed in detail [online](#).

### **APPLICATION FEE**

A non-refundable application fee of \$50 is required when submitting an 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 pre-payment of this fee.

### **INSTALLMENT FEE (Students only)**

Residents choosing the Installment Payment Plan (IPP) payment option will be charged a mandatory \$40 annual installment fee (\$20 for Spring semester only residents.) This fee will be assessed to the student account when the IPP is selected on [my.sjsu.edu](http://my.sjsu.edu).

In addition, if a resident is granted a payment deferral or housing extension for any reason, an installment fee will be

applied to the student account. This may be in addition to previous or future late fees.

### **LATE FEE**

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 late fee will be assessed.

### **PRO-RATED FEES**

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

## Reduction of Initial Payment

Requests for reduction of initial payments may be approved based on the status of a Student Licensee's 2009/2010 Free Application for Federal Student Aid (FAFSA). If UHS is unable to verify the financial aid award, or if the award is insufficient, the request for the reduction may be denied.

UHS is not able to verify any financial aid status for new students until approximately March 15 of each year for the upcoming fall semester. Students must make a choice when considering submitting a request for reduction of initial payment.

A reduction only defers half of the initial payment, it is not waived. If a student cannot submit the full initial payment and must wait for an approved reduction based on their financial aid status, UHS will be unable to approve this reduction until after March 15 which will cause a delay in license processing.

UHS encourages all students to submit license materials and full initial payment as early as possible, starting approximately May 15 of every year to ensure they receive their first preferences in living community and occupancy type. Waiting to submit license materials and initial payment may mean that the student does not receive preferred choices, or may be placed on a waiting list.

A reduction allows the student to submit license materials with a reduced **initial** payment (from \$600 to \$300). A portion of the initial payment is only deferred, it is not waived. Resident is still responsible for all remaining fees and payments, including the remainder of the initial payment. UHS strongly encourages all approved recipients

to schedule a meeting with a Housing Resident Accounts Coordinator to review their student account once financial aid has been awarded.

To qualify for a reduction of the initial payment from UHS, students must meet the following criteria:

1. UHS must be able to verify that the student FAFSA has been completed.
2. Student must not be on Academic Probation.
3. Student must have no outstanding items from the Financial Aid and Scholarship Office on the “to-do” list (found at my.sjsu.edu).
4. Student must have an EFC (expected family contribution) of zero (0).
5. Student must not have any past due balance owed to the University.

Students who meet the above criteria should submit all license materials, the Initial Payment Reduction Request Form, and the reduced initial payment of \$300 to the Housing office. Residents granted a reduced initial payment and/or deferral of fees due to financial aid will be charged an installment fee of \$20 each semester. In addition, late charges may be assessed if scheduled payments are not made on the due dates.

If UHS finds that the student does not meet the initial payment reduction criteria, the request form will be returned and the license materials **will not be processed** until the remaining \$300 is submitted (and past due balances have been paid, if applicable).

UHS will communicate with applicants and residents via MYSJSU regarding their status and will have a Housing Extension placed on their student account as evidence of this approval. Please refer to Extensions of the license booklet for further information.

## Payment Due Dates

The initial housing payment is required when License materials are submitted to UHS. Failure to remit this payment will result in a delay and your materials will not be processed.

UHS will accept initial payment and License materials until all available space is filled. If Licensee has been approved to be on the Paid Waiting List, payment and License materials will be accepted until the maximum number of names on waiting list has been reached.

## Payment Due Dates

Payments are due per the [payment schedules](#). Payments may be submitted to UHS as follows:

- Office hours, Monday – Friday, 9:00 a.m. - 4:00 p.m. Cashier window may be closed during lunch hour, but 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. Failure to make payment by the specified dates will result in a hold on all SJSU records and services. 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.

## Check/Cash Payments

**Do not mail cash.** Cash payments can be made in the UHS 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 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. Some checks remitted to UHS will be converted to electronic payments.

## On-Line Payments

San Jose State has an online Cashiering system. If you require assistance utilizing the system, please call us. If you

wish to make your security deposit and initial payment on-line, please click [here](#) for instructions.

## Student Privacy (FERPA)

The Family Educational Rights and Privacy Act (FERPA) of 1974, helps protect the privacy of student records. The Act provides for the right to inspect and review educational records, to seek to amend those records, and to limit disclosure of information from the records. The Act applies to all institutions that are the recipients of federal funding. Students who are currently enrolled or formerly enrolled, regardless of their age or parental dependency status, are protected. FERPA does not apply to deceased students or persons who have applied, but have not attended the university.

Effective May 2006, students can go on-line and create an authorized user to view and pay fees. Log on to [my.sjsu.edu](http://my.sjsu.edu) and then click on **Self Service > Student Center > Online Payments and Account Services > Authorized Users**. Information will be restricted to financial matters only. No grades, class schedules or academic holds will be indicated.

Please refer to the campus main website for complete information.

## 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 XIII of the Annual Student 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 any attorney fees, court costs, and any other collection costs that may occur. Indebtedness will

result in "holds" being placed on grades, registration, financial aid, and transcripts.

## Additional Information

- Notices and late notices cannot be sent off campus; they are sent to the resident's room/apartment.
- Parents, guardians or 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, the increased cost of the room must be paid before the change will be granted.
- If there is an increase in cost due to a meal plan change, the increased charges must be paid before the change will be granted.

# Payment Schedule for the CVA Apartments

## Year Round Housing (10-Month Licenses)

Monthly rents for the CVA Apartments are determined by apartment occupancy. Occupancy types are SRO (Single Residential Occupancy), one bedroom, two bedroom, and lock-out (an SRO and one bedroom rented together). Applicants are strongly encouraged to submit license materials and initial payment by May 15, 2009 to be included in the first assignment run. After May 15, UHS will continue to accept License materials until all spaces are filled.

## Spring Semester-Only Licenses

Monthly rents for the CVA Apartments are determined by apartment occupancy. Occupancy types are SRO (Single Residential Occupancy), one bedroom, two bedroom, and lock-out (an SRO and one bedroom rented together). Residents are strongly encouraged to submit license materials, security deposit, and initial payment by October

15, 2009 to be included in the first assignment run. After October 15, UHS will continue to accept License materials and initial payment until all spaces are filled.