

San Diego State University

Student Housing License Agreement Terms & Conditions

2021-2022

The Terms & Conditions and the Policies & Regulations described below govern all residence hall and on-campus apartment occupants. By completing and signing the Student Housing License Agreement, you agree to all of these provisions. Please read these provisions carefully before submitting a completed License Agreement.

The License Agreement is subject to and incorporates the regulations contained in Title 5 of the California Code of Regulations, Sections 42000-42103 (<http://www.calstate.edu/Title5/>), the SDSU Standards for Student Conduct (http://go.sdsu.edu/student_affairs/srr/conduct.aspx), and the Housing Administration, and Residential Education policies and community standards, as stated in the Guide to Community Living and Roommate Agreement (https://housing.sdsu.edu/campus_living/guide.aspx). A copy of those regulations and policies are available at the Office of Housing Administration during normal business hours.

Inappropriate conduct by students is subject to discipline on the San Diego State University campus. The Center for Student Rights and Responsibilities coordinates the discipline process and establishes standards and procedures in accordance with regulations contained in Sections 41301 through 41304 of Title 5, California Code of Regulations. A copy of these regulations can be found in San Diego State University's General Catalog. All violations of the Terms & Conditions or Policies & Regulations below are subject to discipline under the Student Conduct Code, Sections 41301, et seq and may be grounds for eviction from the residence halls and on-campus apartments. Conduct that is in violation of the law may also be referred to the SDSU Police Department for investigation.

A. TERMS & CONDITIONS

1. Eligibility

To qualify for a space in the residence halls or on-campus apartments, a student must be regularly enrolled in an approved academic program as a matriculated student at San Diego State University. Other eligibility may be considered with written approval of the university. The university may revoke the License Agreement if the resident fails to meet this requirement. If the resident's provisional admission is rescinded, or the resident is disqualified between semesters, the resident is responsible for notifying SDSU's Office of Housing Administration (OHA) immediately in writing. (See Terms & Conditions, Sections 9 and 10).

2. Occupancy Period

A licensee may contract for a bedspace either for the entire Academic year or, if not subject to the first or second-year live-on requirement, may contract for the spring semester only, unless contracting for a bedspace in an 11.5-month apartment (eligible to all students except first-time first-year freshmen. See the '11.5-month License Agreement Addendum' for terms).

a. ACADEMIC YEAR LICENSE AGREEMENT.

Begins

Thursday, August 19, 2021

Ends

10:00 a.m. Friday, May 13, 2022

Note that the Licensee must vacate their room during the periods described in Section 4. The occupancy period may be extended only with the written approval of the university.

- b. Failure of Licensee to move in one week after the contract start date may constitute a no show cancellation of the License Agreement under Section 9(e).

c. SPRING SEMESTER LICENSE AGREEMENT.

Begins

2:00 p.m. Monday, January 17, 2022

Ends

10:00 a.m. Friday, May 13, 2022

Note that the Licensee must vacate their room during the periods described in Section 4. The occupancy period may be extended only with the written approval of the university.

- d. A Licensee who has a university requirement or long-distance travel necessitating early arrival in housing can request Early Arrival through the Housing Portal up to two weeks prior to occupancy. A \$60 nightly Early Arrival fee will apply if approved.

3. Room and Hall Assignment and Changes

- a. The university shall assign each Licensee a bedspace in a particular room. The Licensee may only occupy the assigned bedspace.
- b. Where possible, the university will accommodate the Licensee's room request.
- c. Room and hall changes may only occur as directed by the Housing Administration or Residential Education staff, or as requested by a Licensee and approved by the Housing Administration or Residential Education staff.
- d. There is a service fee of \$30 pre-occupancy and \$100 post occupancy to move to another hall or to change rooms if such change is at the request of the Licensee.
- e. Failure to move to a new room as directed by staff, or failure to accommodate a room for a new roommate, are violations of this Section.
- f. Specific assignment to a space in a residence hall or on-campus apartment shall be made by the university at the time of occupancy, and may be changed from time to time at the university's sole discretion in the interest of health, discipline, vacations, recesses, management, and/or general welfare of the Licensee(s).
- g. The university may administratively direct residents to consolidate when half a room is vacated. Failure by Licensee to do so will result in Licensee being charged at the single room rate .

4. Occupancy

- a. ALL RESIDENCE HALLS EXCEPT THOSE DESIGNATED AS HOUSING OVER THE BREAK (HOB): For academic year and spring semester, the License Agreement does not grant Licensee permission to occupy assigned space during the periods listed below:
 - Thanksgiving Break
Wednesday, November 24, 2021, 4:00 p.m. through Sunday, November 28, 2021, 12:00 p.m.
 - Semester Break
8:00 p.m. the day of the Licensee's last final examination; and in no case later than 10:00 a.m. on Thursday, December 16, 2021, through Monday, January 17, 2022. Continuing students may return after 10:00 a.m. Spring residents check in from 2:00 p.m. - 5:00 p.m. on Monday, January 17, 2022.
 - Spring Break
Friday, March 25, 2022, 4:00 p.m through Sunday, April 3, 2022, 12:00 p.m.
- b. HOUSING OVER THE BREAK (HOB) HALLS: For the academic year, the License Agreement grants Licensee permission to occupy assigned space during the break periods noted in Section 4a. For safety and security, residents will be required to pre-register to access their residence during the break periods. Pre-registration must be completed on the Friday before the scheduled hall closure. Occupancy charges shall not be reduced or refunded for licensees who choose not to occupy the space during the break periods.

5. Community Standards and Prohibited Items

The Resident agrees to abide by all SDSU, Housing Administration, and Residential Education policies and community standards, as stated in the Guide to Community Living and Roommate Agreement (https://housing.sdsu.edu/campus_living/guide.aspx), and in the SDSU Standards for Student Conduct (https://newscenter.sdsu.edu/student_affairs/srr/conduct.aspx). Policies addressed include, but are not limited to: prohibited items, alcohol, drugs, smoking, and noise.

6. Additional Conditions

- a. This License Agreement shall not be assigned or sublet.
- b. It is understood and agreed by the Licensee and the university that no lease, nor any other interest in real property, is created by this Agreement.
- c. Proof of measles, mumps ,rubella, and meningococcal immunizations are required of Licensee. Additional immunizations may be required by SDSU. Licensee's immunization record must be on file in Student Health Services by the schedule adjustment deadline which is the 10th day of classes in their first semester (add/drop deadline). The Office of Housing Administration may require proof of this.
- d. First-time freshmen will be provided information about meningococcal disease and the availability of a vaccine. Licensee is required to complete the Information About Meningococcal Disease and Immunization online.
- e. Licensee stipulates that Licensee does not have a health condition that poses a risk to others in a group living environment.

7. Dining Service Conditions

The 2021-2022 License Agreement automatically includes a required meal plan for all first time first year freshmen. Licensee will be automatically enrolled in the sophomore/upper division meal plan during the second academic year, 2022-2023. All other residents may purchase an optional meal plan. Optional meal plans for sophomore/upper division students may not be cancelled once selected for the academic year. Meal plans may be changed during the specified change

periods. Licensee agrees to comply with the following conditions that govern use of the SDSU Dining Services:

- a. Licensee's SDSU card, which is used to access a meal plan, must be presented to the cashier by the licensee for each purchase, and on demand by a member of the Housing Administration or Residential Education staff or Dining staff in any campus restaurant accepting meal plans. RedID numbers cannot be manually entered at the Point of Sale.
- b. If the Licensee's SDSU card is lost or stolen, or if there is suspicion that someone else may be using the account, immediately notify the Dining Office in person or call (619) 594-7640 (24-hour VMS). Licensee is liable for any unauthorized use of the meal plan.
- c. Meal plans are valid for food and beverage only. Meal plans are not valid on merchandise, gift cards, alcohol, or gratuity.
- d. Meal plans are not transferable. If someone else uses Licensee's SDSU card for meals, it will be confiscated at that time for the card owner's protection.
- e. Should the meal plan system go offline, the Licensee's meal plan will be accepted. The Licensee will be responsible for all goods and services received during this time. Licensees are encouraged to track daily spending to avoid overages. The Licensee will be contacted via email by Dining Services to overages.
- f. Food service fees will not be reduced due to dietary needs or other restrictions.
- g. Licensee may change traditional meal plans only by updating their License Agreement with the university at the SDSU Dining Office. Meal plans may not be cancelled and can only be changed during the meal plan change periods. There is a \$10 processing fee to change meal plans. When changing from the Meals Plus Plan or the Sophomore/Upper Division Plan (available only to second year and upper division students) to the Flex 5 Plan or Flex 7 Plan, any remaining balances will not carry forward to the new plan or be refunded.
- h. Changes to meal plans may only be made during the following periods:
 - September 13 - 17, 2021 - Effective Monday, September 20, 2021
 - November 15 - 19, 2021 - Effective Monday, January 17, 2022
 - February 7 - 11, 2021 - Effective Monday, February 21, 2022
- i. In case of cancellation of the License Agreement contract, meal plan payment refunds will be prorated based on the plan's daily average calculated allowance for both meals and declining dollars and any under-usage will be forfeited and any over-usage will be billed. No refunds for dining services will be issued within thirty (30) days prior to the end of the semester. A \$25 cancellation fee will be added to all cancelled License Agreements. The billing week is Monday through Sunday.
- j. The first meal for the FALL SEMESTER is on Thursday, August 19, 2021. No meals are served during Thanksgiving break, Thursday, November 25, 2021 through Sunday, November 28, 2021; the last meal before Thanksgiving break is lunch on Wednesday, November 24, 2021. The last meal of the fall semester is lunch on Thursday, December 16, 2021, unless previously terminated under the provisions of this License Agreement. Any roll over declining debit dollars funds will be accepted at restaurants that are open during the breaks.
- k. The first meal for the SPRING SEMESTER is breakfast or lunch on Monday, January 17, 2022. No meals are served during spring break, Saturday, March 26, 2022 through Sunday, April 3, 2022; the last meal before spring break is lunch on Friday, March 25, 2022. The last meal for the spring semester is lunch on Thursday, May 12, 2022, unless previously terminated under the provisions of this License Agreement. Any roll over declining debit dollars funds will be accepted at restaurants that are open during the breaks.
- l. In the event a meal plan is placed on hold due to late housing payments, the Licensee may pay for meals with cash, debit or credit card and save the receipts. Once the hold has been lifted, the Licensee can submit receipts to the SDSU Dining office within two weeks after the date the meal plan has been activated to be refunded. The receipts must be from locations where meal plans are accepted and within the stipulations of the assigned meal plan. Itemized receipts must be provided from locations that sell alcoholic beverages in order to be considered for reimbursement; charges for alcoholic beverages are not eligible for reimbursement.

8. Maintenance of Premises

- a. Licensee shall maintain the room and furnishings in the condition noted on the Room Inspection. Licensee shall be responsible for the cost of any damages to the room or furnishings, exclusive of ordinary wear and tear.
- b. Licensee shall make no alteration to the housing facility without the prior written permission of university.
- c. Licensee agrees to be jointly responsible with other residents for the protection of the residence hall or on-campus apartment, its furnishings and equipment, through the hall councils and the Residence Hall Association.
- d. Licensee is required to keep the room or suite and premises in a clean and sanitary condition and report any unsatisfactory conditions promptly, e.g., mold, mildew and water damage. Health and Safety Inspections are conducted monthly. If a room or suite is found to be a potential health and safety violation, the university may have the room or suite cleaned or remediated, and pest control service administered. The university may also, in its sole discretion, move Licensee temporarily or permanently to accomplish this work. Any such expense will be borne by the Licensee where

the condition is due to Licensee's actions or failure to act as required.

- e. In the event of a pest infestation, the university has contracted with a private vendor to exterminate pests with minimal pesticides. To request pest control service, the Licensee must submit a request through the Housing Portal, and a pest control vendor will be scheduled by Housing staff. The residents will be given instructions on how to prepare the room or suite prior to the arrival of the vendor.
- f. Failure to notify or take immediate action as directed by the university regarding maintenance and pest control hazards or deficiencies on university property will result in Licensee being charged for damages, repairs, and services. Licensee agrees to follow all university directives in order to eradicate pests. This may include room preparation, clothes laundering, and leaving Licensee's bedspace for a period of time.
- g. To maintain the structural and visual integrity of housing facilities and to offer students a pleasant community environment, repair and/or construction projects may be pursued during the term of this agreement. Reasonable effort is made to minimize a negative impact on residents. Projects requiring entry into the Licensee's room will result in the university notifying affected Licensees when time permits. The Licensee will be responsible for safeguarding their belongings. Removal of personal belongings may be necessary. The Licensee may be required to change spaces due to construction dislocation.

9. Cancellation of License Agreement by Licensee

- a. Cancellation Prior to Cancellation Deadline - Licensee may cancel a reservation for a space in the facility by submitting a request through the Housing Portal on or before the cancellation deadline listed below:

Academic Year License Agreement: July 19, 2021

Spring Only License Agreement: December 17, 2021 (This cancellation deadline applies only to students with a Spring 2021 License Agreement.)

Cancellation will result in forfeiture of the \$375.00 non-refundable initial payment service fee.

- b. Cancellation After Cancellation Deadline - A written request to cancel a reservation after the cancellation deadline stated in Section 9a shall include Licensee's statement of reasons. The university may exercise its discretion to grant or deny the request. If the university denies the request for cancellation, the Licensee shall owe the full fee period of the license (academic year), any charges for damages and cleaning, and all nonrefundable fees as described in the Payment and Fee Information at: https://housing.sdsu.edu/campus_living/rates_payments/default.aspx.
- c. For Licensee who requests cancellation after the cancellation deadline and does not enroll at SDSU, cancellation will be granted and Licensee shall owe a thirty (30) day rent fee, any charges for damages and cleaning, and all nonrefundable fees as described in the Payment and Fee Information.
- d. Licensee can submit a contract release request for consideration due to financial hardship or illness and must include the following documentation:
 - Financial Hardship: Must include verification appropriate to the circumstance and must demonstrate a loss of income that has occurred since the cancellation deadline as stated in Section 9a. The Licensee must submit a copy of the current academic year financial aid award summary for evaluation.
 - Medical Hardship: A release due to illness must include the appropriate medical documentation including a description of diagnosis provided by a licensed physician. The letter must be on the physician's letterhead and must include a statement of how living on campus is related to the illness and the Licensee's treatment. Petitions for release due to medical hardship will be referred to the Student Ability Success Center for evaluation and recommendation.
 - For a Licensee who enrolls at SDSU, whose contract release is granted under the financial hardship or medical hardship provision, shall owe a thirty (30) day rent fee, any charges for damages and cleaning, and all nonrefundable fees as described in the Payment and Fee Information.
- e. Any Licensee who fails to occupy assigned space one week after the contract start date shall be considered a no-show cancellation. Licensees considered no-show cancellations shall owe the full fee period of the license (academic year) for enrolled SDSU students or thirty (30) day rent fee for non-enrolled SDSU students, any charges for damages and cleaning, and all nonrefundable fees as described in the Payment and Fee Information at: https://housing.sdsu.edu/campus_living/rates_payments/default.aspx.
- f. Housing charges will be prorated if a replacement resident acceptable to the university is found. All empty spaces within all facilities will be filled before any resident's license can be replaced.
- g. SDSU Dining Services may charge a \$25 fee upon cancellation (including no-show cancellation) by Licensee. This fee may be deducted from any refund due to Licensee.
- h. If the Licensee is evicted from university housing, voluntarily leaves university housing or is suspended from the university, Licensee shall owe the full fee period of the license (academic year), any charges for damages and cleaning,

and all nonrefundable fees as described in the Payment and Fee Information. (See Terms & Conditions, Revocation of License Agreement and Policies and Procedures, Eviction and/or Suspension.)

- i. Failure to receive an assignment electronically or by mail is not cause to cancel the License Agreement. Licensee may contact the Office of Housing Administration at (619) 594-5742 or oha@sdsu.edu if Licensee has not received a room assignment within the given time frame as stated in the License Agreement email receipt confirmation.

10. Revocation of License Agreement

- a. The university may revoke this License Agreement for any of the following reasons:
 1. The Licensee is convicted of any misdemeanor or felony committed on university property, or involving any member of the university community (e.g., students, staff, faculty) whether on or off university property, or that is otherwise university-related.
 2. Breach of any term of this License Agreement or any Addendum hereto, specifically including, but not limited to, breach of any of the Policies & Regulations including but not limited to COVID policies referenced in this License Agreement and Addendums and found at: https://housing.sdsu.edu/campus_living/guide.aspx.
 3. Nonpayment of License Fees.
 4. Breach of any of the provisions of Sections 42000, et seq. of Title 5, California Code of Regulations.
 5. Failure of Licensee to maintain status as a student at the university due to academic dismissal or all other withdrawals. Residents must be regularly enrolled in an approved academic program as a matriculated student at San Diego State University.
 6. Administrative necessity of the university. Administrative necessity exists when any condition not reasonably foreseen at the time of confirming a reservation, issuing a license, or renewing a license occurs and prevents the university from making or continuing to make a housing facility available to the licensee. Such conditions shall include, but are not limited to, damage caused by floods, slides, fire, earthquake, other natural disasters and vandalism; civil disorder; compliance with state or federal law; or interruption of basic services because of labor strife. Such conditions shall also include a dramatic increase in demand for housing over supply not reasonably foreseen by the campus, if such demand results in an overbooking of available housing facilities.
 7. If the continued presence of the Licensee poses a danger to other residents, staff, faculty, or other members of the university community. For residents who pose a danger to themselves, the university reserves the right to address the behavior to mitigate disruptions to other residents, staff, faculty or other members of the university community.
 8. Licensee must be a regularly enrolled student who remains in an approved academic program throughout the license period. If the Licensee's provisional admission is rescinded, or Licensee is academically disqualified, the Licensee may not occupy a bed space within the Housing facilities and must cancel the housing License Agreement in writing. Once the cancellation letter is received the License Agreement will be revoked. Licensee whose provisional admission is rescinded will forfeit the \$375 non-refundable initial payment service fee with no additional charges. Licensees who are academically disqualified will forfeit the \$375 non-refundable initial payment service fee and shall owe thirty (30) day rent fee, any charges for damages and cleaning, and all nonrefundable fees as described in the Payment and Fee Information at: https://housing.sdsu.edu/campus_living/rates_payments/default.aspx.
- b. University shall provide Licensee not less than three (3) days notice in the event of an occurrence described in Section 10, part a, subparts 1-8, except in cases of emergency.
- c. In the event that University revokes the License Agreement, Licensee will be assessed charges as noted in Section 9.

11. Abandonment or Termination by Licensee

Except as permitted in Section 9, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due the university for so long as the university does not terminate Licensee's right to possession.

12. Disposition of Property

Any property of Licensee remaining in the student housing facility after abandonment, termination, eviction or revocation of this license may be removed and stored by the university at the expense and risk of the Licensee and will be disposed of pursuant to the laws of the State of California as outlined in Title 5, Section 42375, entitled Care, Restitution, Sale or Destruction of Lost Property, and Section 42376, entitled Proceeds of Sale. Property may be claimed by Licensee or authorized agent upon payment of storage charge in full, pursuant to the laws of the State of California as outlined in Title 5, Section 42375.

13. Destruction or Unavailability

In the event that a bedspace is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this License Agreement is made and no other housing options are available on campus, Licensee shall be entitled to a pro rata refund of any fees applicable to periods after Licensee was required to vacate. Such conditions include, but are not

limited to, damage caused by floods, slides, fire, earthquake, other natural disasters and vandalism; civil disorder, compliance with state or federal law or interruption of basic services because of labor strife, but do not include any condition as described in Section 8(d) or 8(e).

14. Interruptions of Service and Construction

The university is not responsible for the continuation of mail, heating, maintenance, or security service at normal levels in the event of a natural disaster, strike, or lockout of public employees or suppliers' employees, internet, power, water, or sewer interruptions from on- or off-campus sources, or in the event of other causal events beyond the university's control or reasonable anticipation. The university is not responsible for construction noise or disruptions associated with nearby construction sites or activity.

15. Vacating the Housing Facility

Any Licensee who requests to vacate a housing facility shall give at least thirty (30) days written notice of intention to vacate and the reasons for it. The university, using the standards established pursuant to Title V, Section 42017, may grant or deny the request to vacate. Licensee shall vacate the student housing facility to which the Licensee is assigned on the expiration of the license period, or upon termination of the license to use the facilities, or revocation of this License Agreement, whichever occurs first. Any Licensee who does not vacate the student housing facility as required by this Section shall be evicted in the manner provided by the laws of the State of California and charged a daily rate through the length of stay. The university may charge any other applicable fees or charges. Any property of the Licensee remaining in the student housing facility may be removed and stored by the university.

16. Nonpayment of License Fees

Nonpayment of License Fees may, at the sole discretion of the university, result in the following actions:

- a. Assessment of a late fee as stated in the fee schedule. In addition to the late fee, failure to pay, as agreed, may result in interest at 10% per annum on any delinquent amounts during the period of the delinquency.
- b. Suspension of meal service without compensation for missed meals.
- c. Revocation of the License Agreement with financial penalties, as noted in Section 9.
- d. Withholding of university services pursuant to Section 42381, et. seq., Title 5, California Code of Regulations.
- e. Offset of loans, grants or scholarships payable through the university, or tax refunds through the Franchise Tax Board.
- f. Notification of default to credit bureau organizations.
- g. Employment of a collection agency to collect all delinquent amounts. Any attorney fees and other reasonable collection costs and charges accrued during the collection of said amounts are the responsibility of the Licensee.
- h. Legal action to collect unpaid obligations.

By signing the License Agreement, Licensee consents to the release of information from student records to non-university third parties such as credit bureaus, credit gathering organizations, skip tracers, billing agencies, collection agencies, legal counsel, parents, guardians, and employees which may, in the judgment of university, be necessary or helpful in the collection of delinquent obligation arising out of the License Agreement.

By signing the License Agreement, Licensee agrees that housing fees are an extension of credit for living expenses and are considered an educational debt.

Licensee waives the benefit of any limitations affecting liability or the enforcement of them to the extent permitted by law. ([California Code of Civil Procedure section 360.5](#))

17. Refunds

The university shall authorize refunds only as provided in this License Agreement or in Title 5 of the California Code of Regulations or other applicable law.

18. Right of Entry

The university shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purpose including, but not limited to, monthly inspections of the residential and common living and bathroom areas. 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. Except in case of emergency, the university shall provide reasonable notice before entering premises.

19. Visitors and Guests

Visitors or guests are not permitted to enter university housing facilities except as permitted in Policies & Regulations referenced in this License Agreement and found at: https://housing.sdsu.edu/campus_living/guide.aspx.

20. 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 nor shall the acceptance of rent under this License Agreement by the university be deemed to be waiver of any preceding breach by Licensee of any term, covenant, or condition of this License Agreement.

21. Hold Harmless

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

22. Taxable Possessory Interest

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

23. Megan's Law

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: <http://www.meganslaw.ca.gov>. Depending on an offender's criminal history, registered sex offender 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. Questions in this regard must be directed to SDSU Police Department at (619) 594-1991 or via the website at: <http://police.sdsu.edu/dps/>.

24. Insurance

University assumes no responsibility for any property of Licensee, which is stolen, damaged, vandalized or destroyed in the housing facility at any time, including periods when Licensee is not in occupancy or after the term of the occupancy has expired. The university has no insurance to cover the personal or property damage of Licensee, so during the period covered by this License Agreement; university highly recommends that Licensee, at their expense, obtain appropriate insurance such as a renter's policy.

25. Campus Safety Act

SDSU complies with the Campus Safety Act, also known as the Jeanne Clery Act. The Safety and Security Reports are available to the entire campus community. For more on the Campus Safety Act, see the SDSU Police Department's website at: <http://police.sdsu.edu/dps/>.

26. Annual Fire Safety Report

The Office of Housing Administration and the Residential Education Office publish the annual Fire Safety Report for the SDSU residential community. The report includes: A description of each on-campus student housing facility; The number of fire drills conducted during the reporting year; Campus policies or rules on portable electronic appliances, smoking, and open flames in a student housing facility; Campus procedures for evacuating student housing in the event of a fire; The policies regarding fire safety education and training programs provided to the students and employees (including the procedures that students and employees should follow in the case of a fire; The titles of each person or organization to which students and employees should report that a fire occurred; and plans for future improvements in fire safety, if any. For more information on the Annual Fire Safety Report see the SDSU Police Department's website at: <http://police.sdsu.edu/dps/>.

27. Air Conditioning

Air conditioning is not guaranteed. When the air conditioning is operating in a building, all windows must be closed.

28. Checking In

When checking into the assigned space, Licensee must complete a Room Inspection upon inspection of the room. This must be completed and submitted via the Housing Portal within 24 hours of occupancy.

29. Checking Out

When checking out of the housing facility, Licensee must return the room to the original configuration and condition; turn in all keys; and remove all personal property. It is the Licensee's responsibility to follow proper university check-out procedures (Licensee should check with their front desk for proper check-out procedures); failure to do so may result in charges for improper check-out. Licensee's meal plan will become invalid upon termination of License Agreement.

30. Emergency Preparedness

All residents are advised to have an emergency plan. The university does not maintain supply kits and as such, each resident should maintain an emergency supply kit consisting of a first aid kit, a three-day supply of water, non-perishable food, battery-operated radio and flashlight, extra batteries, gloves, and medications.

31. Energy Conservation

Licensee agrees not to waste utilities of the housing facility. In the event that there is a significant increase in utility charges to the university during the term of the License Agreement, the university reserves the right to impose a utility energy surcharge of no more than five (5) percent of the cost of Licensee's rent.

32. Furniture

The University does not guarantee provision of any specific furniture in the unit and reserves the right to change out University-provided furniture at its discretion. Waterbeds of any type and lofted beds not installed by the university are not

allowed. University room furniture cannot be stored to accommodate Licensee's own furniture. Beds located within housing facilities may be bunked or lofted or have the ability to be raised or lowered. All self-adjusting beds shall only be adjusted by the Office of Housing Administration. The Licensee may submit a service request on the Housing Portal to have their bed bunked or lofted at the University's discretion. The Licensee must also submit a service request to have the beds un-bunked or un-lofted when they are changing rooms (either by their own request or being administratively moved) or during the check-out process when requesting contract cancellation. A bed rail and ladder are provided for each bunked or lofted bed and must be used and remain in place to ensure proper use of bed. Bunk and loft beds may not be moved in front of a window that is capable of opening more than six inches. The Licensee will return all room furniture to the original positions before moving out. Failure of Licensee to return furniture to the original positions in the room or movement of common area furniture by Licensee will result in additional charges and billed to the Licensee's account. Removal of furniture from Licensee's room and public areas is considered theft.

33. Payment Information

Please see the Office of Housing Administration website at https://housing.sdsu.edu/campus_living/rates_payments/default.aspx for payment information.

B. EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS:

Only the Executive Director of Housing Administration or his/her designee can make exceptions to the TERMS AND CONDITIONS of this Contract. Resident Advisors (RAs), Residence Hall Coordinators (RHCs), and Office Staff are not authorized to modify these TERMS AND CONDITIONS.

C. EFFECT OF SIGNATURE:

By signing this License Agreement, you certify that you have read all the terms and conditions of the San Diego State University 2021-2022 Student Housing License Agreement Terms & Conditions and agree to all of the terms stated herein.

REV. 01/26/2021