



# 2023-2024 Faculty and Staff Housing License Agreement

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

10-03-23

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## Important Dates

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|-----------------------|---|
| March, 2023           | Returning Resident signups for upcoming academic year, online application and \$300 initial housing payment due upon sign up.   |
| <b>May 1, 2023</b>    | <b>Deadline to submit new fall 2023 application to be processed in first assignment run.</b>  |
| May 1, 2023           | Last payment for Spring 2023 housing due.   |
| May 8, 2023           | Summer 2023 online application and \$300 initial housing payment due.   |
| June 1, 2023          | Summer 2023 housing payment due.  |
| July 3, 2023          | Summer 2023 housing payment due.  |
| July 16, 2023         | Last day to cancel CVA Apartments with \$100 license processing fee (Application fee is non-refundable along with any previous late fees).  |
| July 28, 2023         | Last day to request Early Arrival check in for fall 2023.   |
| July 28, 2023         | Last day to change meal plan until official meal plan change week for fall 2023.  |
| August 1, 2023        | Remainder of first fall semester monthly payment due.   |
| August 4, 2023        | Last day to cancel Early Arrival reservation & receive credit.  |
| August 15-16, 2023    | CVA & Faculty in Residence Apartments open at 10:00a.m. Check in 10:00 a.m. to 5:00 p.m. Meals begin with Breakfast (all meal plans. Refer to <a href="#">DineOnCampus website</a> ). |
| August 17-20, 2023    | Check in continues 10:00 a.m. to 3:00 p.m. All residents must be checked in by 10:00 p.m. on Sunday, August 20. Meal service (Breakfast, Lunch, Dinner for all meal plans).           |
| Aug 28 – Sept 1, 2023 | Meal plan change week. Effective Monday, September 11, 2023.  |
| September 1, 2023     | Last day to downgrade meal plan (effective Monday, September 11, 2023).   |
| September 1, 2023     | Last day to cancel optional meal plan (effective Monday September 5, 2023).   |
| September 1, 2023     | Fall 2023 housing payment due.  |
| October 2, 2023       | Fall 2023 housing payment due.  |
| October 15, 2023      | Petition to cancel for spring semester due. (Approval required).  |
| October 23, 2023      | NEW spring 2024 application deadline.   |
| Late Oct – Early Nov  | Meal plan change week, between semesters (effective January 21, 2024).  |
| November 1, 2023      | Fall 2023 housing payment due.  |

|                         |  |
|-------------------------|--|
| November 22 - 27, 2023  | No meal service after 2:00 p.m. on Wednesday through 7:00 a.m. for Thanksgiving break (full details & hours available on the <a href="#">DineOnCampus website</a> ).     |
| December 1, 2023        | Fall 2023 housing payment due.   |
| December 2, 2023        | Last day to cancel CVA Apartments NEW spring 2024 only license with \$100 license processing fee. (Application fee is non-refundable along with any previous late fees). |
| December 15, 2023       | CVA residents approved to cancel for spring semester must check out by 2:00 p.m. Last meal is Lunch.   |
| January 1, 2024         | CVA & Faculty in Residence Apartments open for spring at 5:00 p.m. NEW spring residents may check in, refer to website for check in times.                               |
| January 2, 2024         | First spring monthly payment due.  |
| January 5, 2024         | Last day for NEW spring 2024 residents to change meal plans until official meal plan change week for spring 2024.  |
| January 21, 2024        | Meal service begins with lunch (all meal plans).   |
| January 22-23, 2024     | Check in continues 10:00 a.m. to 3:00 p.m. All new residents must be checked in by 10:00 p.m. on Tuesday, January 23. (weekend meal schedule 9:00 a.m. – 8:00 p.m.)      |
| February 1, 2024        | 2 <sup>nd</sup> Spring 2024 housing payment due.   |
| February 5 - 9, 2024    | Meal plan change week. Effective Monday, February 19, 2024.  |
| February 9, 2024        | Last day to downgrade meal plan. (effective Monday, February 19, 2024).  |
| February 9, 2024        | Last day to cancel optional meal plan (effective Monday, February 12, 2024).   |
| March, 2024             | Returning Resident process begins (approximate dates).   |
| March 1, 2024           | 3 <sup>rd</sup> Spring 2024 housing payment due.   |
| March 29- April 8, 2024 | No meal service after 5:00 p.m. on Friday through 7:00 a.m. on Monday for spring break.  |
| April 1, 2024           | 4 <sup>th</sup> Spring 2024 housing payment due.   |
| April 29, 2024          | Summer 2024 online application and \$300 initial housing payment due.  |
| <b>May 1, 2024</b>      | <b>Deadline to submit new fall 2024 application to be processed in first assignment run.</b>   |
| May 1, 2024             | Last Spring 2024 housing payment due.  |
| May 22, 2024            | Last meal is lunch.  |
| May 25, 2024            | CVA Apartments close at 12:00 noon. Summer housing options available.  |

June 3, 2024

Summer 2024 housing payment due.

June 30, 2024

Faculty in Residence not returning for fall 2024 check out by 10:00 p.m. (subject to summer schedule).

August 3, 2024

CVA summer residents not returning for fall 2024 check out by 10:00 p.m. (subject to summer schedule).

## Terms and Conditions

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

### 1. Application Fee and Initial Housing Payment

All housing applicants, except for Faculty in Residence who have been approved and accepted into the Faculty in Residence program, are required to pay a \$50.00 non-refundable application fee and a \$300 initial housing payment out of pocket. The online housing application, electronically signed License Agreement, \$50 non-refundable application fee and \$600 initial housing payment must be submitted in full before a housing application will be considered for an assignment. The \$50 non-refundable application fee is charged to cover the administrative cost of processing the application for a campus housing facility. The \$300 initial housing payment is a pre-payment of a portion of the fall housing charges (or spring if a new spring applicant). It is applied directly to the housing fees. It is not a deposit since it is not returned at the time a resident moves out. **All Faculty, except for the Faculty in Residence who have been approved and accepted into the Faculty in Residence program, who wish to live on campus must submit a completed online housing application, \$50 non-refundable application fee and initial housing payment by May 1, 2023.**

### 2. Eligibility

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

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

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

### 3. Term

#### CVA & Faculty in Residence Apartments:

ACADEMIC YEAR. A Licensee may reserve a unit either for the entire academic year or for the spring semester only. A license for the academic year begins at 10:00 a.m. on Tuesday, August 15, 2023, and ends at 12:00 p.m. (noon) on Saturday, May 25, 2024.

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

Failure of academic year Licensee to move in before 5:00 p.m. Sunday, August 20, 2023 may constitute cancellation of the License Agreement with charges, and conditions of section 9 of the License Agreement will apply.

SPRING SEMESTER. A license for the spring semester only begins after 5:00 p.m. on Saturday, January 1, 2024, and ends at 12:00 p.m. (noon) on Saturday, May 25, 2024.

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

Failure of spring semester Licensee to move in before 5:00 p.m. Tuesday, January 23, 2024 may constitute cancellation of the License Agreement with charges, and conditions of section 9 of the License Agreement will apply.

Residents who plan to reside on-campus during the summer will need to complete a summer online application and pay all applicable fees by April 29, 2024.

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

### 4. Apartment Assignments and Changes

Applicants will be assigned to their preferred apartment occupancy type whenever possible based on the date their Annual Housing License Agreement and payments are received. If online application, \$50 non-refundable application fee

and \$300 initial housing payment are received by May 1, 2023, the applicant's assignment request is processed during the first assignment run. UHS will make every effort to assign applicants to the requested occupancy type based on preference and qualifications required to meet established criteria of any community but reserves the right to assign any applicant to any space based on administrative necessity, regardless of applicant qualifications.

Online applications and payments received after the May 1, 2023 deadline will still be processed; however, occupancy types may be limited.

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

**The Housing Application Deadline is May 1, 2023. Online application, \$50 non-refundable application fee and \$300 initial housing payment submitted for new fall 2023 applicants by this date will be processed in first assignment run.**

**Inability by UHS to honor applicant's assignment preferences will not void this License Agreement and will not be considered a valid reason to cancel a License Agreement. If amendments are made to the initial License Agreement resulting in a change in fees or policies, the resident will receive information regarding the effect of this change at the time the amendment is made.**

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

University Housing Services understands that residents may wish to move to a different apartment. In order to establish who has checked in, cancelled, or delayed their check-in date and to ensure all residents have moved into their proper spaces, no apartment changes will occur during the first three weeks of the semester. Failure to use the authorized Apartment Change or Swap process will result in each resident who has changed apartments moving back to their original apartment and a fine of \$100.00 per day for moving without approval.

There is an Apartment Change/Swap process that occurs in September and February. Residents going through this process successfully will not be charged a \$50.00 processing fee. Participating in this process does not guarantee approval, and only residents who are approved may move. Details on this process will be posted at the beginning of the semester. Residents may not change apartments unless they are notified that their request was approved and will need to move by the assigned dates. After the apartment change period, UHS will consider apartment changes on a case-by-case basis. Residents may not switch apartments without approval from their Resident Life Coordinator. Approved apartment changes that occur outside of the formal process will be subject to a \$50.00 apartment change fee per resident.

Any apartment changes needed due to extenuating circumstances outside of the designated Apartment Change process time will be determined by a University Housing Official/Residential Life Coordinator. The residents involved will then need to complete additional paperwork and will be issued access to their new assignment. The access to the apartment will end within 48 hours. Residents will need to check out between 5:00 p.m. and 10:00 p.m. at the courtesy desk located in the building to complete their inventory sheet and the checkout process.

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

## **5. Summer Housing**

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

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

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

Residents who have completed a 2024/2025 License Agreement and made the necessary payments and have completed and paid for the summer online application and all applicable fees may remain until the next academic year contract begins.

Faculty in Residence who are not licensed, returning Faculty in Residence for the 2024/2025 academic year yet have completed and paid for the summer online application and all applicable fees must check out no later than 10:00 p.m. on Sunday, June 30, 2024.

Residents who are not licensed, returning residents for the 2024/2025 academic year yet have completed and paid for the summer online application and all applicable fees must check out no later than 10:00 p.m. on Saturday, August 3, 2024.

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

## 6. Additional Conditions

- a) This License Agreement is subject to the regulations contained in Title V of the California Administrative Code (California Code of Regulations), Sections 42000-42103. A copy of those regulations is available through University Housing Services during normal business hours, at local libraries or at <https://govt.westlaw.com/calregs/search/index>. Licensee agrees to comply with the Housing Policies and Regulations within this License Agreement, and the [Community Living Handbook](#) and any subsequent amendments.
- b) Neither this License Agreement nor the license provided herein shall be assigned or sublet.
- c) Neither this License Agreement nor the license provided herein shall be transferred except as permitted in section 9.
- d) It is understood and agreed by Licensee and University that no lease or any other interest in real property is created by this License Agreement.
- 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) Repair and/or construction projects may be necessary. Scheduled projects requiring entry into Licensee's room will result in University notifying Licensee. Emergency repair will not require notification. Licensee will be responsible for safeguarding their belongings.
- g) Residence halls are multiple occupancy facilities with shared spaces. Any resident suspected of having a communicable disease may be isolated/quarantined in their apartment or another assigned apartment while waiting for a diagnosis and for the duration of their determined isolation/quarantine period. Any resident exposed to a communicable disease should make an appointment with a physician, to discuss the possible exposure, symptoms and treatment (if any treatment is available). Examples of communicable and infectious diseases may include: COVID-19, chicken pox, mpox, hepatitis, measles and tuberculosis. In the instance of an outbreak, University Housing Services will follow University and local emergency protocols.

## 7. Dining Services

### Dining Plans

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

Faculty in Residence are provided with a meal plan as part of their compensation.

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

### To-Go Boxes

"To Go" items are permitted to leave the facility in a "to-go box" if a "to-go box" has been purchased for \$11.00. "To-go boxes" must be returned to be cleaned for sanitation reasons and will be exchanged for another box. "To-go boxes" are limited to one per person each entry. No food may be removed from The Commons unless in a "to-go box".

**All meal plans are optional & Residents may select one of the following:**

### Block Meal Plans

Dining plans allow plan holders varied options for entry into The Commons during operating hours. Residents can use their plan Dining Dollars in any quantity in any Retail Dining Facility during business hours. Unused Dining Dollars will roll into the spring semester. Swipes (entries) do not roll over from one week to the next; however, may be used within the week without restriction (e.g. all swipes may be used in one day if desired). Unused guest meals expire at the end of each semester.

**7 Day "Platinum"** provides unlimited entries a week into The Commons seven days per week, Monday – Sunday, plus 10 Guest Meal entries and \$750.00 Dining Dollars per semester. Guest Meals can be used any time, including weekends, either by the plan holder or for a guest accompanying the plan holder. Dining Dollars may be used as desired at [any open retail dining facility](#).

**7 Day "Silver"** provides unlimited entries a week into The Commons seven days per week, Monday – Sunday.

**5 Day "Gold"** provides 15 entries a week into The Commons five days per week, Monday – Friday, plus 8 Guest Meal entries and \$550.00 Dining Dollars per semester. Guest Meals can be used any time, including weekends, either by the plan holder or for a guest accompanying the plan holder. Dining Dollars may be used as desired at [any open retail dining facility](#).

**5 Day "Bronze"** provides 15 entries a week into The Commons five days per week, Monday – Friday.



### **Optional “Community” Meal Plans**

Residents may choose from one of the dining Block meal plans described above, (7 Day “Platinum”, 7 Day “Silver, 5 Day “Gold” or 5 Day “Bronze”) or they may choose from one of the [“Community” Plans](#) below. Applicants who choose a community meal plan when applying for the academic year will have a community meal plan assigned for fall and another for spring (one each semester) and will be billed for the plan when rent and other housing charges are billed (typically prior to the start of the semester). These plans may be purchased through the Housing Office. These optional meal plans are available to any resident living in the CVA Apartments. Additional optional meal plans may be purchased at any time during the semester. Note that unused swipes do not roll over into the next semester; however, unused Dining Dollars will roll from the fall to spring. Unused guest meals expire at the end of each semester. All unused swipes and Dining Dollars are forfeited at the end of the academic year.

### **Optional “Community” Meal Plans**

**145 Swipes “Social Plan”** provides 145 entries into The Commons for the plan holder for any day during the academic year. The plan holder may use these entries for themselves and for any number of accompanying guests. The “Social Plan” may be used by the plan holder or their guest(s), and \$500.00 Dining Dollars, which may be used as desired at any open retail dining facility.

**90 Swipes “Starter Plan”** provides 90 entries into The Commons for the plan holder for any day during the academic year. The plan holder may use these entries for themselves and for any number of accompanying guests. The “Starter Plan” may be used by the plan holder or their guest(s), and \$475.00 Dining Dollars which may be used as desired at any open retail dining facility.

### **Other Plans**

A variety of plans are available to apartment residents for purchase through the Spartan Eats Website. These plans must be purchased directly from Spartan Eats and are not available for purchase through the UHS Housing main office. In addition, these plan charges are not uploaded to the PeopleSoft account so must be paid for at time of purchase. Visit the Spartan Eats website for more information at <https://www.dineoncampus.com/sjsu>.

### **Spartan Gold Points**

Spartan Gold Points can be purchased anytime to augment a meal plan independently of the Housing contract. These can be used at any retail unit as well as the Spartan Bookstore and library. These can be loaded at multiple locations on campus or on the [GET website](#).

### **Meal Plan Changes**

**Meal plan changes may be requested in writing prior to the start of the fall semester. Requests must be received by the UHS Housing main office by July 28, 2023.**

Residents may request to upgrade their meal plan at any time after move in. Residents may request to downgrade their meal plans only once during the semester by completing a Meal Plan Change Request form available at the UHS Housing main office. The Meal Plan Change Request form must be completed in person at the UHS Housing main office (or online if available) by the following dates:

**Fall Semester:** August 28 - Sept 1, 2023 (effective September 11, 2023)

**Between Semesters:** Late October – Early November (effective January 21, 2024) – exact dates to be determined, residents will receive notification approximately two weeks prior.

**Spring Semester:** February 5 - 9, 2024 (effective February 19, 2024).

### **Special Dietary Needs**

The Commons will work with faculty and staff who may have allergies or special dietary needs and has an allergen aware station. Please contact The Commons at (408) 924-1740 if you have dietary concerns, you can reserve a personal consultation with the Registered Dietitian. A personal consultation can be organized [here](#)

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

### **The Commons Meal Services**

Dining plans are designed to provide the maximum value to residents, 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**

Full details on the <http://DineOnCampus.com/sjsu> website. (Dates and Times Subject to Change)

#### **Fall Semester**

Begins Tuesday, August 15, 2023 9:00 a.m. – 8:00 p.m. (Brunch and Dinner) for all meal plans.

Wednesday, August 16, 2023 (Breakfast, Lunch and Dinner) 9:00 a.m. – 8:00 p.m.

Monday, September 5, 2023 9:00 a.m. – 8:00 p.m. (Labor Day)

Friday, November 10, 2023 9:00 a.m. – 8:00 p.m. (Veterans Day).

No meal service, after 2:00 p.m. on Wednesday, November 22, 2023 through 7:00 a.m. on Monday, November 27, 2023 (Thanksgiving Break)

Last meal lunch, Friday, December 15, 2023. No meal service after 2:00 p.m.

### Spring Semester

Begins Lunch, Sunday, January 21, 2024 (Lunch) for all meal plans.

Monday, Jan. 22, Weekend schedule 9:00 a.m. – 8:00 p.m.

No meal service, after 5:00 p.m. on Friday March 29, 2024 through 7:00 a.m. on Monday, April 8, 2024 (Spring Break)

Last meal lunch, Wednesday, May 22, 2024

### Meal Service Hours

Hours of operation are subject to change. Where possible, as much notice will be given via email and signage.

### Weekdays

The Commons is open continuously from 7:00 a.m. – 12:00 a.m. Monday – Friday

### Weekends

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

### **Sick Pass Meals**

A **sick pass** is afforded to residents who have communicated their illness/request to an RA/RLC for approval. With the approval, they can send a friend or roommate with their meal card and a “to-go box” for a takeout meal. If no “to-go box” is brought, a \$11.00 charge will be assessed for a “to-go box”. Menus are available on the DineOnCampus website.

### **Cancellation Policies**

Residents may request to cancel **optional** meal plans if written request is received by the following deadline below. Requests received after this date will not be honored. Last day to request a cancellation for each semester:

**Fall Semester:** September 1, 2023 (effective September 5, 2023).

**Spring Semester:** February 9, 2024 (effective February 12, 2024).

Residents should be aware that Dining plans are charged based on a fixed weekly rate, so a set amount will be charged per week, regardless of the number of visits the resident has made to The Commons during the semester. Billing is calculated based on the effective date of cancellation.

### **Policies and Regulations**

In accordance with the SJSU Student code of conduct and policies in section 7 “Dining Services” set forth by Spartan Eats., unacceptable behavior or failure to adhere to policies may result in permanent removal of a resident from The Commons. In addition to all policies of the Conduct Code, additional policies in effect at The Commons include but are not limited to the following:

1. Licensee’s SJSU ID Card must be presented to The Commons checker or retail cashier for each meal and on demand if requested by a member of the UHS or The Commons staff. Residents and guests must carry identification at all times while in the residence halls, apartments, The Commons or any UHS property. Residents are required to carry and provide appropriate SJSU photo identification upon request by a University staff member performing their duty. Failure to present ID; presenting fabricated, falsified, or misrepresentative ID; permitting others to use IDs for the purpose of improperly gaining access to residence halls, rooms, apartments, The Commons, use of equipment, or any other service or facility is prohibited.
2. Licensee’s meal plan is not transferable. Assisting unauthorized persons to enter The Commons or to use your SJSU ID card is in violation of the terms and conditions of the License Agreement. SJSU ID cards found to be in the possession of an unauthorized user will be confiscated and may result in additional charges and/or penalties.
3. All food must be eaten in The Commons. Second helpings are permitted. **No food, dishes, or utensils may be taken from or brought into the building**, unless in a purchased “to-go box”, without permission of a Commons staff member.
4. Residents and guests are required to bus their dishes and accompanying trash.
5. “Food fights,” “trashing” tables, etc. are not permitted.
6. Residents must comply with reasonable requests of The Commons and UHS staff while in The Commons.

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

Basic guidelines for using The Commons are located [here](#)

### **Meal Plans Offered Through Spartan Eats**

To access the 2023-2024 Meal Plan information, please click [here](#)

## 8. Maintenance of Premises

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

Licensee shall make no alteration to the housing facility including but not limited to putting holes in the walls, repainting, adding hooks, etc., without the permission of the University. Any structural addition or alteration is prohibited.

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

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

## 9. Cancellation of License

### a. Cancellation by Licensee Prior to Beginning of Fee Period

**CVA Apartments:** The fee period for the apartments begins Tuesday, August 15, 2023 for the academic year and Monday, January 1, 2024 for new residents entering for the spring semester. Licensee may cancel a reservation for a space in the facility by giving written notice to University Housing Services at least thirty (30) days prior to the beginning of the fee period (on or before Sunday, July 16, 2023, for the academic year and on or before Saturday, December 2, 2023 for new residents entering for the spring semester). A \$100.00 license processing fee will be charged.

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

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

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

### b. Cancellation with less than thirty(30) days' and/or On or After Beginning of Fee Period

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

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

For Licensee who remains employed at SJSU, whose cancellation is granted for financial, personal, or medical reasons, charges will be prorated housing fees through the date of Licensee vacating the facility and a 30-day prorated fee from the date of Licensee's vacating the facility, in addition to the nonrefundable fees as described in the Payment Information section, plus a \$100.00 license processing fee. A release due to financial hardship, personal hardship or medical hardship must include the following:

**Financial Hardship.** A request for financial hardship must include verification appropriate to the circumstance and must be a loss of income that has occurred since the cancellation deadline on or after Monday July 17, 2023 for CVA Apartments (residents for the academic year) and on or after Sunday, December 3, 2023 for CVA Apartments (new residents entering for the spring semester).

**Medical/Personal Hardship.** A request for medical or personal hardship must include the appropriate medical documentation provided by a licensed physician. The letter must be on the physician's or counselor's letterhead stationery and must include a statement of how living in the apartments is related to the medical condition and the Licensee's treatment that has occurred since the cancellation deadline on or after Monday July 17, 2023 for CVA Apartments (residents for the academic year) and on or after Sunday, December 3, 2023 for CVA Apartments (new residents entering for the spring semester).

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

The University may exercise its discretion to grant or deny a request to vacate. The University may approve the request to vacate, wherein the Licensee shall owe an amount equal to a prorated charge for each day from the beginning of the occupancy period (as defined in section 3), through the end of the occupancy period, plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information section, and the \$100.00 license processing fee.

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

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

**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.

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

Current residents who will not be employed at SJSU in the spring semester and wish to cancel their housing should submit a "Petition to Cancel" by October 23, 2023 to avoid having spring charges assessed to their account. Cancellations submitted after this deadline, and subsequently approved will not have any late fees reversed that may have been assessed due to late or non-payment.

## 10. Construction & Renovation

Construction and/or remodeling or repair of academic, residential, and dining buildings on the San Jose State University campus in the vicinity of the residence halls and apartments is scheduled for the Academic Year 2023-2024. Construction may result in disturbances and disruptions, including but not limited to, increased noise and dust in the area surrounding the residence halls and apartments as well as power, water, and sewer interruptions. By signing this License Agreement, Licensee agrees that they have been advised of said scheduled construction and acknowledges disturbances and disruptions resulting from construction (including noises, dust, periodic breaks in water or other utilities, etc.) are not grounds for termination of this Agreement.

## 11. Revocation of License

**University may revoke the License granted under this Agreement and terminate the Agreement for any of the following reasons:**

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

University shall provide Licensee not less than three (3) days' notice in the event of an occurrence described in subsection (1), except in cases of emergency. Licensee will be assessed charges according to Terms and Conditions, item 3 and payment fee period.

## 12. Abandonment or Termination by Licensee

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

## 13. Disposition of Property

Any property of Licensee remaining on the premises after abandonment, termination, eviction or termination of this

License Agreement may be removed and placed in storage. A fee will be charged for such storage. Property may be claimed by Licensee or authorized agent upon payment of storage charge in full. Any property of the Licensee remaining in the housing facility may be removed and stored by the University at the expense and risk of the Licensee and will be disposed of pursuant to the laws of the State of California as outlined in Title 5, California Code of Regulations, Section 42375 (Care, Restitution, Sale, or Destruction of Lost Property) and Section 42376 (Proceeds of Sale). Licensee releases the University from any liability for any damages or loss to property disposed of in the manner described above.

#### **14. Destruction or Unavailability**

In the event that an apartment is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this License Agreement is made, Licensee shall be entitled to a pro rata refund of any fees applicable to periods after Licensee was required to vacate. Such conditions include, but are not limited to damage caused by floods, slides, fire, earthquake, other natural disasters, and vandalism; civil disorder, compliance with state or federal law; interruption of basic services because of labor strife; a drop in the rate of cancellations not reasonably foreseen by the University, if such a drop results in an overbooking of available housing facilities.

#### **15. Notice of Vacating**

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

#### **16. Vacating the Housing Facility**

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

#### **17. Nonpayment of License Fees**

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

- a) Assessment of late fees as stated in the Payment Information section.
- b) Suspension of parking, telephone, cable and internet services without compensation for missed services.
- c) Revocation of the License Agreement with financial penalties, as noted in section 9.
- d) Offset of paychecks, loans, grants or scholarships payable through the University, or tax refunds through the Franchise Tax Board. All reasonable collection costs and charges accrued by SJSU during the collection of said amounts are the responsibility of the Licensee.
- e) Notification of default to credit bureau organizations.
- f) Employment of a collection agency to collect all delinquent amounts. Any attorney fees and other reasonable collection costs and charges accrued during the collection of said amounts are the responsibility of the Licensee.
- g) Legal action to collect unpaid obligations.
- h) Licensee waives the benefit of any limitations affecting liability or the enforcement thereof to the extent permitted by law. (California Code of Civil Procedures section 360.5)

#### **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. UHS shall give residents reasonable notice of intent to enter including date, approximate time, and purpose unless an emergency situation has occurred and/or concern of well-being or potential of harm is present, and entry is required immediately. In non-emergency situations, resident shall be notified 24 to 48 hours in advance.

#### **19. Visitors and Guests**

A visitor or guest is defined as **any person who is visiting a suite or apartment where they do not live**. This includes other SJSU Faculty/Staff and other residents of other campus residential suites or apartments. Residents are considered the hosts of their guests and, as such, must accompany their guests at all times while in UHS facilities. The exterior doors of the apartments are locked 24 hours a day. Visitors may contact an apartment resident by calling from courtesy phones that are located near the front entrance of the apartment building. Visitors are only permitted to enter a building with the escort of the host. Entrance by any other means is not permitted. Uninvited guests are not welcome in the apartments. Permitting uninvited guests into these areas is in violation of UHS security policies.

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

Guests are expected to use the courtesy phones located at each building's front entrance to call their host resident to gain entry into the facilities. All guests and residents must present acceptable photo identification and sign-in at the Courtesy Desk. All guests regardless of their relationship to the resident (parent, sibling, 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.

UHS places a maximum on the number of occupants that may be in an apartment at any one time. Residents may have up to two (2) guests at any time. Occupants exceeding this limit are considered a party. A party is defined as a gathering in a UHS facility at which there are no more than sixteen in the CVA apartments. **This number includes the residents of the apartment and their guests.** 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.

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

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

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

## 20. Non Waiver/Waiver

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

## 21. Hold Harmless

Licensee agrees to indemnify and hold the University harmless from any and all claims arising from Licensee's use or occupancy or other acts that are 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

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 they reside.

## 24. Insurance, Automobile

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

## 25. Insurance, Renters

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

## **26. Campus Safety Act**

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

## **27. Emergency Contact Information**

Licensee agrees to provide requested emergency contact information prior to move in date when completing the application on the UHS Housing Application Portal.

## **28. Missing Persons**

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

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

## **29. Alert-SJSU**

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

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

## Policies and Regulations

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

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

### Access to University Housing Facilities & Keys

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

### Accommodations (Disability or Identity Related)

University Housing Services is committed to meeting the needs of residents to the best of its ability. Some housing facilities (including bathrooms) are accessible to residents in wheelchairs, and specially-adapted rooms are available for residents who are hearing and/or visually impaired. To review San Jose State University's Housing Accommodations Policy, [click here](#).

#### a.) Disability Related

Accommodations may be provided for residents who have:

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

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

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

#### b) Identity Related

Accommodations may be provided for residents who have:

1. Needs related to their lesbian, gay, bisexual or transgender identities.



2. Religious reasons that require special facilities (such as dietary or special room arrangements).

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

## Accountability

Residents will be held accountable for their behavior and that of their guests when in violation of the policies and regulations governing University Housing Services facilities.

## Air Conditioning

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

## Alcohol

California state and federal law prohibits alcoholic beverages from being sold, furnished or given to any person under the age of 21. Use, possession, manufacture or distribution of alcoholic beverages (except as expressly permitted by law) or public intoxication while on campus or at a University related activity is prohibited.

### All Residents and Guests:

- 1) Alcohol cannot be consumed as part of a large group (as defined by guest policy) where the main purpose appears to be drinking alcohol.
- 2) Kegs, pony kegs, multiple cases of alcohol and other bulk quantities of alcoholic beverages that are excessive under the circumstances for personal use are prohibited.
- 3) Drinking games or simulated drinking games are prohibited. This includes but is not limited to: beer pong, water pong (or another beverage), flip cups, quarters, king’s cup, etc. Items used for drinking games or other activities that encourage the excessive or rapid consumption of alcohol are not allowed (beer pong tables, beer bong, funnels, etc.).
- 4) The manufacture of any type of alcoholic beverages by any method is prohibited.
- 5) The sale of alcoholic beverages within the residential community is prohibited.
- 6) No one, regardless of age, may have an open container of alcohol (e.g., can, bottle, cup) in a public area at any time (any area in the community other than a bedroom, room or apartment) and must be concealed.
- 7) Public intoxication is prohibited.
- 8) The inability to exercise care for oneself and one’s safety or the safety of others due in whole or in part to alcohol consumption is a violation of the SJSU Alcohol Policy.
- 9) Collection or display of alcohol containers is not permitted in resident’s room or apartment.
- 10) Any damage or mess requiring clean up that occurred as a result of alcohol use (including that due to vomit) will be the responsibility of the resident. If they are incapacitated or otherwise unable to do so, residents will be billed for the cost of custodial cleanup.
- 11) Any alcohol found that violates the SJSU Alcohol Policy, regardless of age of the owner, must be disposed of under the supervision of a University Housing staff member.
- 12) Residents found in violation of alcohol policies are subject to criminal prosecution as well as University disciplinary proceedings which may be grounds for immediate disciplinary action and/or termination of the Housing License Agreement.
- 13) **Residents, whose License Agreement is revoked, will still be responsible for the full amount owed in the Housing License Agreement for the academic year (or entire spring semester if new spring resident).**
- 14) These policies exclude minors who are dependents of licensed residents of CVA and are authorized as “additional occupants” by University Housing Services.

## Appliances

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

### All Communities

- a) Items with exposed heating elements are prohibited. This includes, but is not limited to, space heaters (unless supplied by UHS), sun lamps, immersion heaters, hot plates, portable grills and stoves.
- b) Privately owned air conditioners are not permitted.
- c) Fans are not allowed in windows and should never be used unless a resident is present.
- d) International appliances must use electrical converters.
- e) Irons must be used with ironing boards only and should never be left unattended.
- f) Stereos, radios, desk lamps, computers, TV’s, DVD players are permitted. Stereo equipment and speakers are expected to be of a size and power that are appropriate for high-density community living.
- g) Sealed-component hair dryers and other electrical hair implements are permitted.
- h) Electric blankets are permitted.
- i) Microwaves are permitted, wattage may not exceed 900 watts.
- j) Refrigerators for private bedrooms are permitted, size may not exceed 4.0 total cubic feet.

## **CVA Apartments**

The following appliances are permitted in the 1 and 2 bedroom apartments only: crock pots, toasters, toaster ovens, rice steamers, electric grills, coffee makers, air fryers and electric frying pans. It is recommended that these items are utilized in the kitchen located within the apartment. These appliances must not overload the system and must be directly attached to grounded outlets.

Efficiencies do not have kitchens. The following appliances are permitted: crock pots, coffee makers and rice steamers. Air fryers are **NOT** permitted. It is recommended that these items be utilized in the kitchenette. These appliances must not overload the system and must be directly attached to grounded outlets. Absolutely no open coil or exposed heating element appliances may be stored or used.

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

## **Bathroom**

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

## **Bed Bugs**

A Resident shall not bring onto UHS property personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident's guests. If Resident finds or suspects a bed bug infestation, Resident must notify UHS immediately by submitting an online TMA Custodial request. Resident shall cooperate with the inspection, including allowing entry to inspect any unit selected by UHS or the pest control operator until bed bugs have been eliminated and providing to UHS or the pest control operator information that is necessary to facilitate the detection and treatment of bed bugs.

Prior to treatment, affected Residents will receive written notice including the date(s) and time(s) of treatment, whether and when the Resident is required to be absent from the unit, the deadline for Resident preparation of the unit and a pretreatment checklist with information provided by UHS and the pest control operator. Resident shall fulfill their responsibilities for unit preparation before the scheduled treatment, as described in the pretreatment checklist. Resident shall be responsible for the management of their belongings, including, but not limited to, clothing and personal furnishings.

If UHS or the pest control operator determines that it is necessary for UHS or a resident to dispose of items infested with bed bugs, the items shall be securely sealed in a bag that are of a size as to readily contain the disposed material. Bags shall be furnished as needed to Residents by UHS. All bags shall be clearly labeled as being infested with bed bugs prior to disposal. Residents who are not able to fulfill their unit preparation responsibilities shall notify UHS at least one business day prior to the scheduled pest control operator visit for inspection or treatment. A Resident must vacate their unit (a temporary space will be provided), if required by the pest control operator for treatment purposes and shall not reenter the unit until directed by UHS. If a resident does not comply with the instructions given by UHS to help eradicate a bed bug problem, they may be responsible for the full cost of any bed bug eradication related to bed bug incidents found in room, apartments, common areas or other apartments and suites.

## **Bicycles, Skateboards, Scooters, Rollerblades, Drones and Hoverboards**

Campus Village has several exterior bicycle racks located on the north and south courtyard areas. For CVA, locked bicycle enclosures are located on the P1 level of the Campus Village Parking Garage. UHS is not responsible for any lost or damaged bicycles. Bicycles may not be parked on the sidewalks, at the entrance to any buildings, around any exterior seating, nor should they be locked to stairwells, trees or handrails. Any bicycles found in these locations will have their lock cut and their bicycle impounded by UPD. Bicycles should not be placed in bathrooms, study rooms or other public/common areas inside of buildings. Bikes, skateboards, scooters or rollerblades may not be ridden in the buildings.

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

Drones or any other unmanned aircraft are not permitted to be stored or operated in the UHS buildings.

## **Change of Address/Email**

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

## Check-in/Check-out

All residents are required to check into their assigned apartment no later than 10:00 p.m. on Sunday, August 20, 2023 for fall semester and no later than 10:00 p.m. on Tuesday, January 23, 2024 for spring semester. Residents must notify University Housing Services if they wish to check in after the deadline stated above. Call the UHS Housing main office at (408) 795-5600 for further information.

**Licensees who fail to check in to their apartment and/or pick up their Campus Village parking permit (if applicable) by times and dates stated above will be declared "no-shows," forfeit their requested spaces and/or their Campus Village parking permit, and are liable for a \$100 License Processing Fee plus prorated room, board and parking fees. If there is no paid waiting list and the cancelled Licensee is still an employee of SJSU, Licensee will be charged for the entire license period. If there is no parking waiting list and the Licensee is still living on campus, Licensee will be charged a 30-day prorated parking fee.**

Residents are required to vacate their apartment by 12:00 p.m. (noon), **Saturday, May 25, 2024**. Residents who are approved to cancel their spring contract during the fall semester must check out by 2:00 p.m. on Friday, December 15, 2023. Failure to move fee and/or an improper check-out fee of \$50.00, in addition to \$100.00 per day liquidated damage charges may also be assessed for failure to vacate by the stated deadline.

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

Resident must schedule a check out appointment, return keys (if applicable) and sign the DocuSign Express Check-out form to properly check out. Failure to properly check out will result in a \$50.00 improper check-out charge, removal of all personal property and possible storage charges and/or may incur \$100.00 per day liquidated damage charges.

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

Residents who have completed a 2024/2025 online application and made the necessary payments and have completed and paid for the summer online application and all applicable fees, may remain until the next academic year contract begins.

Residents who are not remaining on campus for the 2024/2025 academic year yet have completed and paid for the summer online application and all applicable fees must check out no later than 10:00 p.m. on Saturday, August 3, 2024.

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

## Civil/Criminal Law

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

## Common/Public Areas

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

## Communicable Diseases

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

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

Any resident suspected of having a communicable disease may be isolated/quarantined in their apartment or another assigned apartment while waiting for a diagnosis. Any resident exposed to a communicable disease should make an appointment with a physician, to discuss the possible exposure, symptoms and treatment (if any treatment is available). Examples of communicable and infectious diseases may include: COVID-19, chicken pox, mpox, hepatitis, measles and tuberculosis, H1N1, and scabies etc.

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

## Community Living

Each resident agrees to conduct themselves in a manner that is conducive for fellow residents to study, live and sleep. Residents are expected to engage in behavior that contributes positively to a safe and inclusive residential community. Violence, threats, coercive behavior, impeding access to space(s) are not tolerated in Residential Life facilities or during Residential Life activities.

Each resident agrees to not disturb this environment, and also agrees to demonstrate reasonable efforts to resolve community problems. Residents are encouraged to resolve their disputes using conflict resolution practices on their own or guided by the assistance of their Resident Advisor. Residents who refuse to engage in cooperative community living behavior, are found in repeated community conflicts or decline participation in a community agreement may be subject to judicial action. Residents are expected to report uncivil treatment of others, vandalism, and other violations of the License Agreement.

## Computer Use

Users of the University Wi-Fi must abide by all computer policies for Housing, San José State University, Cenic, and all applicable state and federal laws. Wi-Fi is available throughout all resident halls; therefore, no resident may utilize their own Wireless Access Point (router) since it would create interference for SJSU\_Premier and impact the performance of the Wi-Fi. Residents who do not comply will risk having their internet port deactivated.

## Consolidation

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

## Cooking

In the CVA apartments with kitchens, cooking is permitted. Efficiencies do not have kitchens and cooking is limited to the building community kitchen and is not permitted in the unit. Refer to the Appliances section for approved appliances.

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

## Cooperation with Staff Requests/False Information

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

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

## Damages

Each resident must give reasonable care to the apartment, its furnishings, and common areas. Residents are expected to maintain sanitary and safe conditions acceptable to the university. Residents will pay for any damages to University Housing facilities (including damaged or missing furniture, appliances, and community resources) willfully or negligently caused by themselves or their guest(s). If damage in common areas (hallways, elevators, etc.) cannot be traced to a specific individual or group, but was in substantial part caused by individuals, groups, or invited guests acting from within the residence community, the Licensees of the building will be charged collectively.

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

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

When moving out of their apartment, residents must properly checkout by completing an Express Check-out form via DocuSign. The condition of the room at checkout will be compared to the condition at check-in. Charges are assessed from this comparison and from any cleaning beyond normal use; however, UHS reserves the right to perform a final inspection and additional charges may be added. Residents who fail to check out with a staff member, or fails to checkout properly may be charged an improper checkout fee of \$50.00. Refer to the UHS website for additional damage charges and fees.

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

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

## Decorating and Renovating Room Structure, Furnishings, or Grounds

- a) Any personal items or furniture brought into the apartment must be removed upon checkout. All decorations must be compliant with fire safety regulations.
- b) University furniture is to remain in the room/apartment at all times. University furniture provided in each bedroom must remain in the bedroom and cannot be moved to any area outside of the bedroom.
- c) Disassembling any University furniture included lofted or bunked beds is strictly prohibited.
- d) University Housing Services cannot store University furniture to make room for personal items.
- e) Residents may not move their furniture out of their personal bedroom and into the common space or place common space furniture into their bedroom.
- f) Do not make holes in walls. To hang something on a painted surface, use a product that is approved to prevent damage. (Contact University Housing Services for product recommendations). Nails, tacks, non-approved adhesives, tape, and stickers are not to be affixed to University property. Painting and spray painting is not permitted in the Housing facilities or on Housing grounds except by authorized personnel.
- g) Altered beds must be returned to their original position prior to check-out. If maintenance assistance is needed to alter a bed, a maintenance request should be submitted. Please note that no changes will be made until two weeks following the room change process each semester. For assistance to change the bed height (not bunking or lofting) there is a \$40 charge for labor (unless it is required for medical reasons).
- h) **It is strictly prohibited to place any furniture, including beds, in front of operable windows or exit doors. Blocking or impeding operable window or door egress, or any other actions relating to doors that makes entrance or exit difficult and actions related to windows that result in a greater risk of a resident or guest falling through a window, is a violation of University Housing Policy and poses an extremely serious danger.**
- i) 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.
- j) Tapestries, flags, and burlap burn rapidly. If hung from a wall, ceiling, or windows, they can feed a fire. They cannot cover a window or door. 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.
- k) Due to state fire codes, all decorations must be confined to the interior of the unit door. At no time can anything be in the corridors. Nothing is permitted on the exterior/hallway door of the apartment.
- l) Holiday decorations are permitted. Trees must be no taller than 3 feet, artificial and flame retardant and are permitted in the Apartments, but not bedrooms. Lights should be used only when a resident is in the apartment. All lights/cords must be in good condition and be UL certified. Doors may be decorated within the unit as long as the decorations do not cause damage or a safety hazard.
- m) No candles or open flames may be used. For holiday observation exceptions consult your Residential Life Coordinator.
- n) Grounds: The community grounds are maintained by the University. Residents shall not erect fences, cultivate plants, or make other changes to the grounds.
- o) Antenna and Related Equipment: Residents shall not erect any exterior antennas or other equipment for television or radio reception.
- p) Balconies and Exterior Entrances: All outside balconies, entryways, and terraces must be kept clear of all items. A balcony, entryway, or terrace may not be used for storing personal items, displaying plants or other decorative items, drying laundry, beating rugs, shaking dust mops, or hanging any article. No items, including trash and other material may be thrown from any balcony or terrace. No barbecues are permitted.
- q) Plumbing Fixtures and Other Water Apparatus: The bathtubs, basins, sinks, garbage disposals, and other plumbing fixtures and water apparatus shall not be used for any purpose other than that for which they were constructed. Among other things, these fixtures and apparatus may not be used for the disposal of rubbish, rags, sweepings, matches, and similar improper articles. Any damage or expense resulting from the misuse of the foregoing fixtures and apparatus must be borne by the resident causing the damage or on whose premises the damage was caused.

## Dishonored Checks

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

## Drugs

The possession, use, distribution, sale, or manufacture of any illegal drugs or other substances is prohibited by law and University policy. **This includes but is not limited to cannabis/marijuana, which remains illegal for all purposes and uses under federal law (and University policy).** Such drug activities are not permitted and will not be tolerated in UHS facilities. Possession of these items may result in termination of the License Agreement and revocation of the license granted thereunder. For University Housing student conduct purposes, the presence of evidence that supports the use of illicit substances, the smell of cannabis and/or the presence of other evidence that supports the use of cannabis may be sufficient enough to revoke a resident's License Agreement. Termination of the License Agreement may also result if the

sale or inappropriate usage of pharmaceutical drugs is found. In these instances, all housing fees are NON-REFUNDABLE.

Medical Marijuana Cards are not an exception as cannabis in any form (including but not limited to edibles, extracts, wax, plants, cartridges, flowers, bath products, CBD from cannabis, salts or topical products) is prohibited. Resident shall not engage in any of the actions or conduct related to cannabis, that are otherwise permitted under Health and Safety Code 11362.1 (Adult Use of Marijuana Act, Proposition 64) on the premises.

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

## Electrical Safety

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

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

## Eviction and/or Suspension

As per the Terms and Conditions, section 9b, if a resident is either evicted or suspended, the Licensee shall owe the full fee period of the License Agreement (academic year or full spring semester for new spring resident), plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information section.

## Fire Safety

- a) Combustible Material Storage: The storage of combustible materials (gasoline, paint thinner, fireworks, wax etc.) within the residential facility, including resident apartments, is not permitted.
- b) Fire Alarm/Drill: All residents and guests must evacuate a residential facility immediately when the fire alarm sounds. Those who do not evacuate are in violation of University policy and State fire code and may result in a citation from UPD or the San Jose Fire Department and/or being referred to the UHS judicial system.
- c) Fire Safety Equipment: Residents are responsible for familiarizing themselves with the evacuation instructions located on the inside of their apartment door. If the instructions are missing or illegible, the Residential Life Coordinator should be contacted immediately to have a new one installed. The following misuses of fire safety equipment are considered violations of policy and will result in judicial and/or legal action (\$1,000.00 fine and up to 6 months in prison), maintenance charges, and/or remuneration: pulling fire alarms or fire alarm covers when no fire exists, blocking or propping fire doors, blocking fire stairs, tampering including covering the smoke detectors, misuse or tampering with the Evacutrac Chair, tampering with alarm horns, strobes, enunciator or bells, misuse or tampering with sprinkler system heads (including, but not limited to, hanging items from sprinkler heads and pipes), tampering with fire exit signs, and tampering or improper use of fire extinguishers or fire hoses. Note that each apartment contains a smoke detector and fire extinguisher for residents' safety. Contact the Residential Life Coordinator for additional information about fire safety or if any of your unit's fire safety equipment appears to be malfunctioning.
- d) Open Flame: No open flames are permitted within housing property outside of designated areas. This includes, but is not limited to candles, incense, smoking, and the burning of any materials or other flame-emitted articles.
- e) Portable Heaters: The utilization of portable heaters (unless supplied by UHS) is not permitted.
- f) Halogen Lamps: Halogen lamps/lighting, are not permitted.
- g) Doors: All unit doors are to be kept closed at all times due to the integrity of the rated corridors. At no time are the doors to be propped open or left ajar unless an approved open device has been installed by the University.

## Harassment and/or Assault

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

## Health and Safety Inspections

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

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

Vacuums are available from each building Courtesy Desk.

## Identification

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

## License Violations

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

## Lock Outs

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

The first lock out is complimentary; for the subsequent lock outs, the second will cost \$15.00, the third will cost \$30.00, and the fourth and subsequent lock outs within the academic year will cost \$60.00. Additionally, on the fourth lock out the incident will be documented and the resident may receive communication from Residential Life staff.

## Mail Services

Resident mail is delivered to the Joe West Mailroom, and will be placed in your mailbox in CVA. All University communications will be sent to residents on campus mailbox while living in University Housing. However, mail will NOT be delivered between December 15, 2023 and January 1, 2024 due to winter break and residence hall closures during this time period. Mail and packages received will be held at the Joe West Mailroom during this time. Please make other personal arrangements with the US Post Office and/or delivery services if you need to receive packages during this time period. Mailbox combinations are provided to residents via their University Housing Services portal account.

Residents agree to hold harmless University Housing Services and its agents and give permission to University Housing Services and its agents to sign and accept packages/parcels from U.S. Mail, U.P.S., Federal Express and any other delivery agents attempting to deliver in their name. In addition, residents relieve University Housing Services and its agents from all responsibility in accepting any delivery in the event of loss/damage or theft. It is further agreed that if said deliveries are not claimed within a seventy-two (72) hour period by resident, that management reserves the right to return said deliveries without notice. All deliveries will be held at the Joe West Mailroom, in Joe West Residence Hall on the Ground, 1<sup>st</sup> floor.

## Mold

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

UHS has no expertise in identifying or remediating mold or any other biological pollutant, nor has UHS any expertise in the possible effects on health or property of such pollutants. For information, residents should contact the United States Environmental Protection Agency ("EPA"), the California Department of Health Services ("DHS"), or other governmental authorities. The EPA and DHS Websites contain information and publications regarding mold and other biological pollutants that may be of interest to residents. For example, see "Biological Pollutants in Your Home" and "Mold Resources" on the EPA Web site (<http://www.epa.gov/>); and "Indoor Air Quality Info Sheet: Mold in My Home: What Do I Do" on the DHS Web site ([http://www.cdph.ca.gov/PROGRAMS/IAQ/documents/mimh\\_2012-07-05.pdf](http://www.cdph.ca.gov/PROGRAMS/IAQ/documents/mimh_2012-07-05.pdf)).

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

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

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

## Motor Vehicles

Motorcycles, mopeds, or other motor-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 issued from University Housing Services to park in the Campus Village parking garage.

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

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

## Non-Discrimination on the Basis of Sex or Gender

The California State University does not discriminate on the basis of gender, which includes sex and gender identity or gender expression, or sexual orientation in its education programs or activities. View the full [Notice](#)

## Occupancy/Authorized Capacity

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

## Occupancy Types

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

## Odors

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

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

Reasonable personal hygiene is expected of all UHS residents. Unpleasant smells from body odor, dirty laundry, rotting food, soiled dishes or any other form of uncleanness will not be tolerated.

## Oral Representation Policy

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

## Parking at Campus Village

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

Campus Village parking garage is managed and maintained by UHS and therefore all UHS protocols apply. Failure to comply may result in revocation of parking or housing privileges.

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

Vehicles must be parked inside the white lines of the designated stall. Park only in designated locations as allowed by the parking space, parking in red zones is not permitted. Vehicles parked in disabled spaces without a valid disabled permit



may be towed and stored at owner's expense. Vehicle ID (make, model, year, color, license plate) will be provided to University Police Department, should any information change, changes must be submitted to the UHS office promptly to avoid a citation.

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

The parking gates are equipped with an "Anti-Pass Back" feature, which enables a car to enter and exit in sequence only. If a resident comes in, they must exit. Access/Tower cards are not to be used for pedestrian or bicycle access through the parking garage gates. The entrance and exit gates will not function without an automobile on the sensors. This function is to prevent unauthorized automobiles in the parking garage. Residents who allow others access into and out of the Campus Village parking garage with their access/Tower card, or who use their access/Tower card without their automobile are in violation of the Anti-Pass Back policy and will be subject to fees and judicial action. The first violation of the Anti-Pass Back policy will result in a \$50.00 fee. The second violation will result in a \$100.00 fee and documentation resulting in judicial action. Residents who violate the Anti-Pass Back policy a third time will be fined \$150.00 and will have parking privileges revoked for the remainder of the academic year.

If a resident has requested and been assigned a Campus Village parking permit and no longer requires a parking permit for the Campus Village parking garage, the UHS office must be notified via a written cancellation request. Residents who request to cancel parking will be charged a 30-day prorated parking amount (if there is no parking wait list). Residents who are assigned a Campus Village parking permit, yet fail to pick up their permit by the deadline to check-in (refer to Check In/Check Out section for date) will have their parking permit automatically cancelled and no refunds will be issued.

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

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.

## Passive Involvement

Residents are responsible for choices they make and have a responsibility to take appropriate action, which includes, but not limited to, informing a UHS Residential Life staff member if they become aware of any policy violations. In the presence of a policy violation, residents may attempt to stop the violation, contact residential staff and/or immediately remove themselves from the situation and the vicinity of the violation. If a resident chooses to remain at the scene of a policy violation, they will be included on the Incident Report and may also be held accountable for a policy violation.

## Pets

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

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

Residents requesting to have an assistive or emotional support animal living in on-campus housing may be permitted on a case-by-case basis. Before bringing an assistive or emotional support animal to live at UHS, the requesting Licensee must submit a request and appropriate supporting documentation to the Accessible Education Center (AEC). Assistive or emotional support animals may not reside in University Housing without prior notification, registration and approval.

Requests for an assistive or emotional support animal will be evaluated by the AEC. Housing must receive approval from the AEC prior to the resident being accommodated. Once approval has been received by University Housing Services, resident will be required to complete an Assistive Animal Addendum.

## Posting Policy

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

Residents are prohibited from displaying banners, flags or other window decorations visible from the outside of the building. This includes drawing, painting, or writing on windows. Nothing may impede or hinder occupants' access to exits, including obstructing the view of an exit sign or exit doorway or window. This policy does not apply to University Housing staff, hall government, NRHH or RHA postings. Only University Housing staff, hall government, NRHH or the RHA may post on the approved areas of UHS facilities. Any posting violations will be removed, and people found posting illegally may be sanctioned. More information can be found at [https://www.sjsu.edu/president/docs/PD\\_01-01.pdf](https://www.sjsu.edu/president/docs/PD_01-01.pdf)

## Prohibited Items

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

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

## Public Health and Safety

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

## Quiet and Courtesy Hours

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

Sunday-Thursday 10:00 p.m. - 8:00 a.m.; Friday and Saturday 12:00 a.m. - 10:00 a.m.

Quiet hours are extended to 24 hours during final exams. During quiet hours, noise should not be heard between the CVA and CVB Apartments, or between apartments - to the extent that is humanly possible, given the community design of the facilities. Quiet hours apply to the entire complex, including the Campus Village Courtyard and grounds. During quiet hours, noise, conversations, or music from the grounds should not be heard by residents or disturb residents in their bedrooms or apartment. Within an apartment, or on a floor, residents may agree to extend quiet hours. Floors that choose to designate extended quiet hours must post these hours clearly in the lobby of that floor.

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

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

## Recreational Equipment/Sports

Riding a bicycle, hoverboard, scooter, skateboarding, rollerblading, playing ball or Frisbee, or playing any other sports is prohibited inside University Housing facilities. Recreation/sports equipment may be carried through a residence building to an apartment. Frisbee, catch, and other such low-impact/low-risk games are permitted in outside area as designated by University Housing Services staff.

No person shall operate a hoverboard, scooter, skateboard, bicycle, roller skates, or roller blades in University Housing parking lots, parking structures, on the quad, or on other property of the complex. See Presidential Directive 2007-06 for further explanation <https://www.sjsu.edu/president/directives>.

## Refunds

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

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

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

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

Installment fees assessed for Housing Installment Payment Plan are not subject to refund after the housing installment fee has been posted to the resident's account. In the rare case a refund is issued in error, The Licensee is required to repay the refund amount.

## Relations

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

## Roofs

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

## Security/Door Propping

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

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

## Smoking/Vaping

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

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

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

Residents who do smoke within UHS Housing facilities are in violation of the License Agreement and are subject to criminal prosecution and University disciplinary proceedings which may be grounds for immediate disciplinary action and/or termination of the Housing License Agreement and revocation of the license granted hereunder. **Residents will still be responsible for the full amount owed in their Housing License Agreement for the academic year (or entire spring semester if new spring resident).**

## Solicitation/Sales/Advertising/ Deliveries

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

## **Storage**

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

## **Subletting**

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

Faculty or Staff who have licensed to occupy an entire apartment may be authorized, if approved in writing by UHS, to allow other occupants to reside in their apartment by completing the "Additional Occupant" information while completing the housing application. All occupants aged 18 and older will also be required to sign the License Agreement and complete the Person of Interest (POI) process in order to be assigned a SJSU ID number and be able to get a Tower card by going to the Bursar's office.

## **Surveillance Cameras**

Unmonitored surveillance cameras may be located in the stairwells and other common areas (e.g., lobby, lounge, laundry room, hallways, dining facilities, etc.) for the protection of residents. Exterior cameras may monitor outside areas near the residence halls. By signing this License Agreement, you consent to being recorded while in any of the areas identified above.

## **Theft**

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

## **Throwing Objects**

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

## **Trash Removal**

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

## **Treatment of Indebtedness**

Failure to pay housing fees or payment with a dishonored check that has not been redeemed by the University will result in action described in section 17 of the Terms and Conditions of the Annual Housing License Agreement. It will also result in the University pursuing the debt via its in-house collection office, assignment of the debt to a private collection agency, suit filed in small claims court, disclosure of the debts, and/or judgment to a credit bureau organization, and/or submission of the name to the California State Franchise Tax Board for offsetting of state income tax refunds.

Submission of the debt to a collection agency will result in negative credit information reported to credit bureaus. If any of these collection steps are necessary, the debtor will be held liable for reasonable costs incurred by UHS and SJSU to collect the debt.

## **Unauthorized Entry**

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

## **Vandalism**

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

## **Weapons/Dangerous Items**

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

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

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

Effective January 1, 2016, Governor Brown signed SB 707, which amended section 626.9 which revokes the ability for any person holding a license to carry a concealed firearm from being able to possess a firearm on the campus of a university or college. Complete details regarding California Penal Code § 626.9 can be found at [https://leginfo.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=626.9.&lawCode=PEN](https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=626.9.&lawCode=PEN)

### **Windows/Balconies/Screens/Patios**

Residents are not allowed to sit on the window ledge or balcony ledge of any residence facility window. Storage of any materials on window ledges/balconies or entryways is not permitted. Residents shall not alter the structure of these areas. Objects thrown from windows of buildings can cause severe damage; therefore, **nothing** may ever be thrown or hung/suspended from a window or set on a window ledge. Residents who permit any item (liquid or solid) to fall, drop, or be thrown from any residence facility window will be in violation of UHS policy. Ejecting items of any kind from a residential facility window **may result in termination of the License Agreement**. Laser lights and pointers may not be pointed out windows.

Screens are not to be opened or removed. Residents will be charged if screens are removed or missing. Window screens and limiters are not to be removed or tampered with. Residents will be charged if limiters are removed or missing. Residents are prohibited from climbing in or out of a window except in case of fire. It is prohibited to place furniture, including beds, in front of operable windows or doors. Blocking operable window or door egress is a violation of University Housing Policy

Residents are prohibited from displaying banners, flags or other window decorations visible from the outside of the building. This includes drawing, painting, or writing on windows. Nothing may impede or hinder occupants' access to exits, including obstructing the view of an exit sign or exit doorway or window.

## Payment Fee Period

### Academic Year

#### The CVA and Faculty in Residence Apartments

The CVA and Faculty in Residence Apartment resident is responsible for payment of fees for the period of August 15, 2023 through and including May 25, 2024. The spring semester-only CVA and Faculty in Residence Apartment resident is responsible for payment of fees from the period of January 1, 2024 through and including May 25, 2024.

#### Summer Fees

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

Summer License Agreements for contracted 2024/2025 returning residents to CVA begin at 12:00 p.m. (noon) Saturday, May 25, 2024 and end at 9 a.m. Saturday, August 17, 2024.

Summer License Agreements for non-contracted 2024/2024 returning residents in CVA begin at 12:00 p.m. (noon) Saturday, May 25, 2024 and end at 10:00 p.m. Saturday, August 3, 2024.

Faculty in Residence who are not licensed, returning Faculty in Residence for the 2024/2025 academic year yet have completed and paid for the summer online application and all applicable fees must check out no later than 10:00 p.m. on Sunday, June 30, 2024.

## Payment Information

### Payment Schedules

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

Faculty & Staff payment schedules are located on the UHS website. Faculty in Residence will be provided payment schedules upon application and acceptance into the Faculty in Residence program. The payment schedule is listed in detail [online](#).

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

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

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

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

### Housing Installment Fee

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

### Late Fees

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

### Prorated Fees

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

## Housing Payments

**Online:** We encourage you to make all payments online via credit card or e-check. The initial housing payment may be made while applying for on-campus housing in the housing application portal. Subsequent payments may be made online by logging into your MySJSU account.

**Check/Money Order/Cashier Checks:** Print resident's name and SJSU Identification Number on the face of the check, money order or cashier check. The cancelled check is the payment receipt or the resident may also come to the UHS Housing main office to request a receipt. Due to excessive service charges, UHS cannot accept international drafts. Payments must be made by a payment instrument drawn on a U.S. bank.

**Cash:** Effective 8/14/23 cash payments will no longer be accepted in the UHS Housing main office during office hours.

## Summer Housing

Current spring and new summer residents are encouraged to submit an online summer application and pay all applicable fees by April 29, 2024 to assure space; however, online applications and payments will be accepted until spaces are full.

- May 25, 2024** Summer housing for current spring CVA residents starts, license begins at 12:00 p.m. (noon).
- May 27 - 28, 2024** **Summer housing opens for NEW summer residents, license begins at 5:00 p.m. (pending space availability)**
- June 30, 2024** **Summer housing for non-returning fall 2024 Faculty in Residence ends at 10:00 p.m.**
- August 3, 2024** Summer housing for non-returning fall 2024 residents, license ends at 10:00 p.m.
- August 17, 2024** Summer housing for returning fall 2024 residents license ends at 9:00 a.m.

### Transition Period

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

- June 1 – 2, 2024** All current spring CVA residents who will be summer residents will transition from spring apartment into their summer apartment. Moves must be completed by 10:00 p.m. June 2, 2024.
- August 3, 2024** All summer CVA residents who are also fall residents will transition into fall spaces. Moves must be completed between 12:00 p.m. and 10:00 p.m. on August 3, 2024.

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

### Living Arrangements

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

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