



UNIVERSITY HOUSING SERVICES • One Washington Square, San José, CA 95192-0133
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Addendum to Fall 2021 and Spring 2022 Terms and Conditions of the Housing License Agreement

University Housing Services at San José State University will continue to provide on-campus housing for students who will be attending in-person courses or who do not have other housing options.

As a residential student within University Housing Services at San José State University for the 2021-22 academic year, you are subject to the terms and conditions of the 2021-2022 Student Housing License Agreement (Housing License Agreement), as well as any amendments or addenda thereto, including the terms and conditions stated in this Addendum, whether required by federal, state or local public health directives, university directives or otherwise. Except as modified in this Addendum, all terms and conditions of the Housing License Agreement remain in effect. In the event of a conflict between the Housing License Agreement this Addendum, this Addendum will control.

The novel coronavirus (COVID-19) or similar public health crisis may impact your housing experience as we continue to make public health-informed decisions. As always, we will endeavor to update you with timely information about specific health and safety guidance important for our residential students. All residents are encouraged to review the [SJSU Adapt Plan](#) for updates. In the meantime, all terms and conditions below take effect immediately

1. COVID-19. San José State University and University Housing Services hold as paramount the health, safety and welfare of every member of its community. SJSU and University Housing Services cannot, however, guarantee a COVID-19-free environment. Taking steps to minimize the risk of COVID-19 infections (or any other spread of disease) at SJSU is a shared responsibility. Every member of our community – including you – must do their part. This means adhering to national, state, local and SJSU health guidelines, directives and requirements. Each resident understands and acknowledges that if they return to the physical campus of SJSU, there is a risk of being exposed to or contracting COVID-19. If you have questions about how being exposed to COVID-19 might affect you, you should consult with a physician or other medical provider. By returning to campus housing, you understand and acknowledge that you could be exposed to COVID-19, and despite that risk and the serious health impacts that could arise from such exposure, you have chosen to return, knowingly and voluntarily.

2. Health and Safety. We expect all members of the SJSU and University Housing Services community—residents, faculty, staff, vendors and visitors—to act in a manner that demonstrates respect and consideration for those around them, including the health and safety of all community members. All residential students are prohibited from creating a health or safety hazard within on campus housing, and University Housing Services may require a resident to leave on campus housing if their continued presence in the housing community poses a health or safety risk for community members. Residents are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by University Housing Services as it relates to public health crises, including COVID-19. Specific details will be provided as circumstances dictate, but these may include, and are not limited to, physical distancing, limitations on gatherings, wearing a mask or face covering, COVID-19 diagnostic mandatory and follow up testing (upon arrival to campus and thereafter), contact tracing, disinfection

protocols, limitations on guests into residential facilities, and quarantine/isolation requirements (including before or upon arrival to campus). Adherence to all health and safety requirements applies to all residents, faculty, staff, vendors and visitors and extends to all aspects of housing, including bedrooms, bathrooms, community kitchens, lounges, computer lab, mailroom areas, courtyards and other common area spaces. You agree to do all of this not just for yourself, but for the safety of others, and because this is in keeping with the [Spartan Community Promise](#).

3. Quarantine / Isolation / Separation.

Reporting and Monitoring. As a residential student of University Housing Services, you acknowledge, agree, and consent to testing or screening as may be required or recommended by the Public Health Department or SJSU and further agree to provide results to SJSU Student Health Center or public health authorities promptly if requested. Further, residents agree to self-report to University Housing Services staff if any residents a) show symptoms or receive a diagnosis of COVID-19; b) believe they were exposed to a person diagnosed with COVID-19; or c) display symptoms. Residents also must cooperate fully with any contact tracing, case management or other similar efforts to obtain relevant information.

Isolation and Quarantine. Resident agrees that if they or a roommate/suitemate/apartment-mate or other individual has been diagnosed or has come into contact with someone diagnosed with or displays symptoms associated with COVID-19, the resident will follow guidance provided by SJSU, University Housing Services and/or health officials, which will likely include quarantining or isolating in place for fourteen (14) days or reassignment to a housing unit designated and appropriate for quarantine or isolation. Residents are required to comply with requests from University Housing Services staff for reassignment from their assigned space due to illness or any other public health emergency. Failure to do so is a violation of the Housing License Agreement and may subject the resident to immediate removal from their assigned Unit and/or termination of their Housing License Agreement. Not all on-campus housing residential units are appropriate for self-quarantine or self-isolation, and in those situations where a resident is recommended to self-quarantine or self-isolate, residents may not be permitted to continue residing in their Unit and will be provided alternative housing arrangements as needed and as available. Removal from On-Campus Housing to isolate or quarantine does not constitute a termination of a Resident's Housing License Agreement.

4. De-Densifying Efforts. Residents are required to comply with any de-densifying efforts needed on campus due to COVID-19 or other public health emergency, including, but not limited to, the relocation of all or some residents to alternative housing. Relocation does not constitute a termination of a resident's housing license.

5. Dining Services. University dining services provided by Spartan Eats, including where and how it will be offered to residents, is subject to the discretion of the University and is subject to modification to address public health concerns. Due to health and safety guidance adopted or that may be adopted by Spartan Eats, Dining Services may limit: the occupancy of facilities, the amount of time students may spend within dining facilities, and/or make other operational adjustments needed to address health and safety concerns. These alterations or refusal of services do not constitute a termination of a resident's meal contract, provided that there is a mechanism (i.e. delivery, pick-up/to-go service, etc.) available for the resident to obtain food offered through the meal program. Upon reasonable notice, the University and Spartan Eats reserve the right to terminate meal contracts due to public health emergency needs, including COVID-19.

6. Cleaning. University Housing Services will continue to implement and modify its cleaning protocols to address COVID-19 or other public health emergency (ies) in the interest of attempting to minimize the

spread of disease. University Housing Services will educate and inform residential students on appropriate cleaning protocols within their assigned spaces to attempt to reduce the spread of COVID-19 within residential facilities. Residents will be responsible for obtaining their own cleaning supplies to maintain a clean-living environment within their assigned space. This includes, but is not limited to, hand sanitizer, gloves, face mask or covering, thermometer, and disinfectant.

7. Amenities and Common Areas. University Housing Services reserves the right to restrict or limit access to amenities and common areas for the health and safety of the community. Until further notice, common areas including but not limited to community kitchens, study rooms and lounges, tv rooms, the Campus Village Computer Lab and Spartan Hub **will remain closed**. In addition, equipment including carts, vacuums and recreational equipment will be unavailable for check out. Residents agree to adhere to capacity guidelines for building elevators and shared bathroom and shower areas. Changes in current policies will be based on the guidance from SJSU, health professionals and/or in accordance to any laws or emergency orders in response to COVID-19.

8. Guests and Visitors. Guests and visitors will not be allowed beyond lobby areas inside University Housing Services until such time as University officials deem it safe to lift this restriction. This includes residents of the same building not being able to visit the room, suite or apartment of other residents in the same building. Only residents who physically reside in a building or appropriate university staff will be permitted to enter residential floors. During the move in process, residents may have up to two guests assist. Guests are only permitted in the building for the duration of the move in process, are required to wear a mask or face covering, and to comply with all campus and housing policies.

9. Term. The start and end dates of the Housing License Agreement, and the length of the Housing License Agreement, may be adjusted to align with SJSU's academic calendar.

10. Termination. Upon reasonable notice, University Housing Services reserves the right to terminate this Housing License due to a public health emergency needs, including COVID-19.

If a resident declines to accept the terms of this Addendum, they may cancel the Housing License Agreement, as set forth in the Housing License Agreement.

11. Failure to Comply With Agreement. Residents who fail to comply with the terms of this Addendum, including violation of physical distancing standards and/or quarantine/isolation or testing requirements, may be administratively removed from on campus housing. Such action will ordinarily be taken only after prior warning and repeated non-compliant behavior; however, University Housing Services reserves the right to remove a resident on the basis of a single substantial and intentional violation of the COVID-19-related safety measures noted here and in other SJSU and/or University Housing Services official communications. If you're removed from housing for violating the Housing License Agreement, you will not be eligible for a refund or credit for the remainder of the academic year, and will be fully responsible for all amounts you owe.

12. Hold Harmless, Release of Liability and Indemnification. By continuing as a Residential Student, you agree to indemnify and hold the University harmless from any and all claims arising from Licensee's use or occupancy that is improper, illegal or a violation of the License Agreement.

13. Force Majeure. If San José State University and/or University Housing Services are unable to perform their obligations hereunder, or if such performance is hampered, interrupted or rendered impossible, hazardous or interfered with by reason of fire, casualty, act(s) of God, riots, strikes, labor difficulties, epidemics, pandemics, earthquakes, any act or order of any public authority, administrative or

judicial regulations, order or decree or by any local or national emergency, or any other cause or event beyond the University's control, then the University shall be excused from performance of this License Agreement and will not have any liability in connection herewith. Resident understands that this document is written to be as broad and inclusive as legally permitted by and under California state law. Resident agrees that if any portion is held invalid or unenforceable, Resident will continue to be bound by the remaining terms.

I hereby affirm by my signature that I have read the Housing License Agreement and this Addendum and understand and agree to all of its provisions. If Licensee is not yet eighteen (18) years of age at the time this Addendum is executed, Licensee's parent or legal guardian must also execute and be a party to this Addendum .