

# Student Housing License Agreement San Diego State University 2009-2010

CC	Campus Use Only
	Date _____
	Amount \$ _____
	RedID # _____

Please print and sign below. Incorrect or incomplete information and/or missing signatures will delay the processing of your License Agreement

<b>Student Name:</b> _____ <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>Last</span> <span>First</span> <span>M.I.</span> </div>	<b>Address:</b> _____ <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>Street</span> <span>City</span> <span>State</span> <span>Zip</span> </div>
<b>SSN:</b> _____-_____-_____ 	<b>Email:</b> _____
<b>Gender:</b> M            F	<b>Phone:</b> (_____) _____

<b>Birthdate:</b> _____ <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>Month</span> <span>Day</span> <span>Year</span> </div>	<b>Driver's License:</b> _____
<b>Licensee Cell Phone:</b> (_____) _____	<b>State Issued:</b> _____

<b>License Agreement for:</b> Academic Year 2009 – 2010		License Agreements are for the entire academic year.
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**Agreement and Fees –** This License Agreement is entered into between the Trustees of the California State University by San Diego State University, hereinafter called "University," and the above named person hereinafter called "Licensee."

The agreement and fee period for the 2009-2010 academic year is August 23, 2009 to May 20, 2010 unless sooner terminated under the provisions of this License Agreement. License is for the full academic year or the remaining portion if the student begins residence after the year is in progress.

In consideration for the right to occupy and be assigned a space within the housing facility at University and to participate in the meal plan, Licensee hereby agrees to make payment to University according to the payment schedule. Specific assignment of a space shall be made by University, and may be changed at any time due to space availability or in the interest of health, discipline or occupancy needs.

By signing below, Licensee understands that this License financially and legally obligates Licensee to reside in the residence halls for the entire academic year or balance thereof. Licensee further understands and agrees to the Terms and Conditions of the Student Housing License Agreement 2009-2010.

**Licensee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Licensee Name (print): \_\_\_\_\_  

Last
First
M.I.

**Please Complete and Sign Using Ink**

A Guarantor of Payment (a person guaranteeing payment for Licensee – Guarantor cannot be the Student Licensee) signature is required on all License Agreements.

<b>Guarantor Name:*</b> _____ <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>First</span> <span>Middle</span> <span>Last</span> </div>	<b>Guarantor Social Security:*</b> _____-_____-_____ 
<b>Relationship to Licensee:*</b> _____	<b>Telephone:*</b> (_____) _____
<b>Guarantor Address:*</b> _____	<b>City:*</b> _____
<b>State/Province:*</b> _____	<b>Zip:*</b> _____
<b>Country:*</b> _____	<b>Guarantor's E-mail:*</b> _____

**Guarantor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

When completed by the University, this License Agreement will be signed below by a University representative and a copy will be returned to Licensee

Do Not Sign Below – Campus Use Only
SDSU hereby accepts this License Agreement on the terms and conditions noted above and had reserved bedspace for the Licensee.
<span>Date _____</span> <span>Signed _____</span>

# San Diego State University 2009-2010 On-Campus Housing – Living Choices

The accuracy of this form and of all other forms submitted are the responsibility of the applicant. Please print clearly.

SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Student Name: \_\_\_\_\_  
Last First MI

Gender:    M            F

Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(MM/DD/YYYY)

**Residence Hall Assigned:**                      University Towers

**Room Type Assigned:**                      Mini-Suite Double

**Meal Plan Choice:**  
 (Please check one)

**FLEX 5 MEAL PLAN**  
 (\$19.75 declining balance per weekday)

**FLEX 7 MEAL PLAN**  
 (\$18.00 declining balance per weekday;  
 \$12.50 declining balance per weekend day)

If you have a disability that will affect your room or hall assignment, mark "YES" and write the type of disability. Indicate your specific room or hall need (e.g., need a space on the first floor).

**YES**

**EXPLANATION:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Roommate Request Information

You may request a specific roommate. For your request to be considered, both you and your requested roommate must:

1. Request each other;
2. Fill in your preferred roommate's name in the box to the right;
3. Submit your License Agreement at the same time or as close to the same time as possible.

Name of Requested Roommate (Last, First Name)
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In early August, we will notify you of your assigned roommate. By marking yes and signing below, we will release your name, address, and telephone number to your assigned roommate. If your assigned roommate has also signed a release, you will be notified of your roommate's name, address, and telephone number. This will enable you to coordinate what you're bringing to campus and to get to know each other a little before you arrive.

**AUTHORIZATION FOR RELEASE OF INFORMATION**

**YES**

\_\_\_\_\_

Student's Signature

\_\_\_\_\_

Date

San Diego State University maintains and promotes a policy of nondiscrimination and non-harassment on the basis of race, religion, national origin, sexual orientation, gender, marital status, age, disability, or veteran status, including veterans of the Vietnam era.



SAN DIEGO STATE UNIVERSITY  
University Cashiers Office  
2009-2010 Residence Hall Initial Payment

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**INITIAL PAYMENT**

This must accompany your payment and completed License Agreement documents. Payment may be made in person or by mail.

**Student Name:** \_\_\_\_\_  
Last First MI

**SSN:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Payment Amount: \$800.00**

**Description:** Initial Payment

**Item Code:** 50049

**Mail To:**  
**Housing License Agreement**  
**University Cashiers Office**  
**5500 Campanile Drive**  
**San Diego, CA 92182-7426**

Enclose a check or money order payable to  
San Diego State University (SDSU).  
(Include student's name on the check)

SAN DIEGO STATE UNIVERSITY  
University Cashiers Office  
2009-2010 Residence Hall Payment

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**FALL SEMESTER**

This must accompany your payment.  
Payment may be made in person or by mail.

**Student Name:**

\_\_\_\_\_

Last First MI

**SDSU Red ID:**

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

You must choose one meal plan (please check one):

\_\_\_\_\_ **Flex 5 Meal Plan: University Towers Mini-Suite Double with Flex 5 Meal Plan**

Rent	(50249)	\$2470.00
Flex 5 Meal	(52049)	\$1848.00
Service Charge	(53000)	\$40.00
Recreation Fee	(53890)	\$119.00
Activity Fee	(51690)	\$25.00

**Total Due:      \$4502.00**

\_\_\_\_\_ **Flex 7 Meal Plan: University Towers Mini-Suite Double with Flex 7 Meal Plan**

Rent	(50249)	\$2470.00
Flex 7 Meal	(52049)	\$1968.00
Service Charge	(53000)	\$40.00
Recreation Fee	(53890)	\$119.00
Activity Fee	(51690)	\$25.00

**Total due:      \$4622.00**

**Mail To:**  
**Housing License Agreement**  
**University Cashiers Office**  
**5500 Campanile Drive**  
**San Diego, CA 92182-7426**

Enclose a check or money order payable to  
San Diego State University (SDSU).  
(Include student's name on the check.)



# **Non-SDSU Licensee Student Housing License Agreement San Diego State University 2009-2010**

Described below are the Terms and Conditions as well as the Policies and Regulations, which govern all Residence Hall occupants. By completing and signing the Student Housing License Agreement, you agree to all of these provisions. Please read these provisions carefully before submitting a completed License Agreement.

Inappropriate conduct by students is subject to discipline on the San Diego State University campus. The Center for Student Rights and Responsibilities coordinates the discipline process and establishes standards and procedures in accordance with regulations contained in Sections 41301 through 41304 of Title 5, California Code of Regulations. A copy of these regulations can be found in the current edition of the San Diego State University General Catalog. All violations of the Terms and Conditions or Policies and Regulations below are subject to review by the Center for Student Rights and Responsibilities for violation of 41301 through 41304, as well as grounds for eviction from the Residence Halls. Conduct that is in violation of the law will be referred to University Police for investigation, if warranted.

## **TERMS AND CONDITIONS**

### **1. Eligibility**

To qualify for a space in the residence halls, the Licensee must be currently matriculated and/or enrolled in a regular academic program at an institution of higher learning. The University will revoke the License Agreement if Licensee fails to meet this requirement. Proof of enrollment must be provided with the submission of all License Agreement documents and initial \$800 payment, but no later than prior to move-in.

All assignments to a residence hall space are contingent upon acceptance. If the resident is disqualified between semesters, it is the resident's responsibility to notify the SDSU Office of Housing Administration (OHA) immediately in writing. (See sections 6i, 9 and 10 of Terms and Conditions.)

### **2. Term**

- a. **ACADEMIC YEAR.** A licensee may reserve a bedspace either for the entire Academic year or for the spring semester only. A license for the Academic year begins on Sunday, August 23, 2009, and ends at 8:00 p.m. the day of the Licensee's last final examination; and in no case later than 8:00 p.m. on Thursday, May 20, 2010. During this term, Licensee must vacate his/her room during the periods described in section 4 hereinafter. The term may be extended only with the written approval of the University.
- b. Failure of Licensee to move in before 5:00 p.m. on the day before classes begin may constitute cancellation of the License Agreement with charges, and conditions of Section 9 of the License Agreement will apply.
- c. **SPRING SEMESTER.** A license for the spring semester only begins after 2:00 p.m. on Tuesday, January 19, 2010, and ends at 8:00 p.m. the day of the Licensee's last final examination; and in no case later than 8:00 p.m. on Thursday, May 20, 2010. During this term, Licensee must vacate his/her room during the periods described in section 4 hereinafter. The term may be extended only with the written approval of the University.

### **3. Room and Hall Assignment and Changes**

The University shall assign each Licensee bedspace in a particular room. The License Agreement is for a bedspace in a University residence hall or apartment facility and not for a particular room, residence hall, or room type. Residence hall style rooms or apartments will be assigned on a single-sex basis, unless otherwise covered in the Gender-Neutral addendum. Where possible, the University will accommodate the Licensee's request. Room changes and hall switches may occur either as directed by the Housing Administration or Residential Education staff, or as requested by a Licensee and approved by the Housing Administration or Residential Education staff. There is a \$15 processing fee to move to another hall or to switch rooms. Otherwise, no room change or hall switch is permitted. Both failure to move to a new room as directed by staff, and failure to prepare a room for a new roommate are violations of policy.

### **4. Occupancy**

- a. **ALL RESIDENCE HALLS EXCEPT UNIVERSITY TOWERS, VILLA ALVARADO AND AZTEC CORNER:** For academic year and spring semester, the License Agreement does not grant Licensee permission to occupy

assigned space during the periods listed below:

- Thanksgiving Break  
Wednesday, November 25, 2009, 4:00 p.m. through Sunday, November 29, 2009, 4:00 p.m.
- Semester Break  
8:00 p.m. the day of the Licensee's last final examination; and in no case later than 4:00 p.m. on Saturday, December 19, 2009, through Tuesday, January 19, 2010. Continuing students may return after 4:00 p.m. Spring residents check in from 2:00-5:00 p.m. on Tuesday, January 19, 2010.
- Spring Break  
Friday, March 26, 2010, 4:00 p.m. through Sunday, April 4, 2010, 4:00 p.m.

- b. UNIVERSITY TOWERS, VILLA ALVARADO and AZTEC CORNER: For the academic year, the License Agreement grants Licensee permission to occupy space during the break periods noted in 4a. Note: Aztec Corner is leased for an 11-month period (see Aztec Corner Addendum).
- c. Specific assignment of a space in a residence hall shall be made by the University at the time of occupancy, and may be changed from time to time in the interest of health, discipline, vacations, recesses, management, and/or general welfare of the Licensee(s).

#### **5. Enhancement of Educational Experience**

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

#### **6. Additional Conditions**

- a. This License Agreement is subject to the regulations contained in Title 5 of the California Code of Regulations, sections 42000-42103. A copy of those regulations is available at the Office of Housing Administration during normal business hours and at local libraries.
- b. Licensee agrees to comply with the housing facility regulations, which are included as part of this agreement, and any subsequent amendments.
- c. This License Agreement shall not be assigned or sublet except as permitted in section 12.
- d. It is understood and agreed by the Licensee and the University that no lease, nor any other interest in real property, is created by this Agreement.
- e. University assumes no responsibility for any property of Licensee, which is stolen, damaged, vandalized or destroyed, in the housing facility at any time, including periods when Licensee is not in occupancy or after the term of the occupancy has expired.
- f. First-year freshmen will be provided information about meningococcal disease and the availability of a vaccine. They will be required to sign a form indicating their receipt of this information and indicating whether or not they have received, or intend to receive, a vaccination.
- g. Licensee stipulates that she/he does not have a health condition that might be affected by group living. Residence halls are multiple occupancy facilities with shared spaces. Persons with pre-existing conditions such as, but not limited to, environmental allergies or asthma may find such conditions exacerbated. Consult with your physician before signing the License Agreement to determine if group living is an appropriate environment for you.
- h. Licensee must be a matriculated student who remains regularly enrolled in a regular academic program at an institution of higher learning throughout the license period. If the Licensee is academically disqualified between semesters, the Licensee may not occupy bedspace within the residence halls. (See section 1.)
- i. The Residential Education Office values the academic success of all students. If the academic progress of a student is deemed to be in jeopardy, information related to student academic performance (including grades) might be released to appropriate paraprofessional and professional staff.
- j. To maintain the structural and visual integrity of the residence halls and to offer students a pleasant community environment, repair and/or construction projects may be pursued during the term of this agreement. Every reasonable effort is made to minimize a negative impact on residents. Projects requiring entry into Licensee's room will result in the University notifying affected Licensees when time permits. Licensee will be responsible for safeguarding his/her belongings to the extent that removal of the belongings may be necessary.

#### **7. Dining Service Conditions**

The License Agreement includes a meal plan, except for residents of Villa Alvarado and Aztec Corner. First-time freshmen assigned to either Villa Alvarado or Aztec Corner are required to have a meal plan. Continuing SDSU and Transfer students residing in Villa Alvarado or Aztec Corner are not required to have a meal plan. Except for non-meal

plan holders in Villa Alvarado or Aztec Corner, all Licensees agree to comply with the following conditions that govern use of SDSU Dining Services:

- a. Your student ID card, which is used to access your meal plan, must be presented to the cashier for each purchase, and on demand by a member of the Residence Hall or Dining Service staff in any campus restaurant.
- b. Meal plans are not transferable. If someone else is using your ID card for meals, it will be confiscated at that time.
- c. No reduction in food service fees is permissible because of dietary or other restrictions. No refunds are permissible for missed meals.
- d. You may change meal plans only by changing your License Agreement with the University at the SDSU Dining Services Office. There is a \$5 processing fee to change your meal plan. Meal plan cancellations for Continuing SDSU and Transfer students residing in Villa Alvarado and Aztec Corner will only be considered during the change dates below. When changing from the Meals Plus Plan, 10 Plan Plus, Access Plan or Returners Flex any remaining balances will not carry forward to the new plan or be refunded.

Change dates are:

September 14-18, 2009

Effective Monday, September 28, 2009

November 2-6, 2009

Effective Wednesday, January 20, 2010

February 8-12, 2010

Effective Monday, February 22, 2010

- e. In case of cancellation from the License Agreement contract, meal plan payment refunds will be prorated. The billing week is Sunday through Saturday. There are no refunds on missed meals or balances on any meal plans. Thirty (30) days prior to the end of each semester, there will be no refunds on any meal plans. However, the meal plan will remain active.
- f. The first meal for the FALL SEMESTER will be breakfast on Monday, August 31, 2009. No meals will be served during Thanksgiving break, Thursday, November 26 through Sunday, November 29, 2009; last meal is breakfast or lunch on Wednesday, November 25, 2009. The last meal of the fall semester will be lunch on Saturday, December 19, 2009, unless previously terminated under the provisions of this License Agreement.  
The first meal for the SPRING SEMESTER will be breakfast or lunch on Wednesday, January 20, 2010. No meals will be served during spring break, Saturday, March 27 through Sunday, April 4, 2010; last meal is lunch on Friday, March 26, 2010. The last meal for the spring semester is lunch on Thursday, May 20, 2010, unless previously terminated under the provisions of this License Agreement.
- g. The Dining Room at Cuicacalli is set up as an all-you-care-to-eat facility for dining in only. No food or beverages may be taken from the Dining Room, unless resident uses the "Meals-To-Go."
- h. Commencing thirty (30) days prior to the end of the semester Shops may not refund any fees paid for dining services. However, the meal plan will remain active.

#### **8. Maintenance of Premises**

- a. Licensee shall maintain the room and furnishings in the condition noted on the Room Condition Checklist. The cost of any damages to the room or furnishings, exclusive of ordinary wear and tear, will be billed.
- b. Licensee shall make no alteration to the housing facility without the prior written permission of University.
- c. Licensee agrees to be jointly responsible with other residents for the protection of the residence hall, its furnishings and equipment, through the hall councils and the Residence Hall Association.

#### **9. Cancellation by Licensee Before Occupancy**

- a. The occupancy period begins Sunday, August 23, 2009 for the academic year and Tuesday, January 19, 2010 for new students entering for the spring semester. Licensee may cancel a reservation for a space in the facility by giving written notice to the Office of Housing Administration at least thirty (30) days before the beginning of the occupancy period (on or before Wednesday, July 29, 2009, for the academic year and on or before Friday, December 18, 2009 for new students entering for the spring semester). A \$250 cancellation fee will be charged.
- b. A written request to cancel a reservation less than thirty (30) days before the beginning of the occupancy 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 (academic year), plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information, and the \$250 cancellation 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.

- c. A release due to financial hardship or illness should include the following.
- Financial Hardship. It must include verification appropriate to the circumstance and must be a loss of income that has occurred since the cancellation deadline (on or after Friday, July 24, 2009 for students entering fall; on or after Friday, December 18, 2009 for new students entering spring).
  - Illness. A release due to illness must include the appropriate medical documentation including a description of diagnosis provided by a licensed physician. The letter must be on the physician's letterhead stationary and must include a statement of how living in the residence halls is related to the illness and the Licensee's treatment. Request for release due to pre-existing environmental allergies, asthma or other health condition that might be affected by group living will not be considered (refer to Terms and Conditions, Section 6.h).
- d. However, if Licensee cancels a reservation for a space after the cancellation deadline listed in section 9.a. above and the Licensee decides to not leave the University and instead chooses to take a Leave of Absence from the University, even thou the Licensee will not be attending the remainder of a semester or subsequent semester, the Licensee is still eligible to return to SDSU in subsequent semesters and thus considered as still attending SDSU. Therefore, the Licensee will owe the amount due under the full fee period of the license. (See Policies and Procedures, **Leaves of Absences**). The Licensee's attendance status with the University will be verified and if the Licensee is enrolled in classes on the last day to drop/add classes during the remainder of a semester or subsequent semester within the licensing term or on a Leave of Absence, the Licensee's account will be adjusted. The Licensee will owe the amount due under the full fee period of the license.
- e. SDSU Dining Services will charge a \$25 fee upon cancellation by Licensee and deduct this from any refund due Licensee.

#### 10. Cancellation After Occupancy

- a. Each Licensee's agreement is for a full academic year (or full spring semester for new students entering spring). Any Licensee who requests to vacate the housing facility shall give notice, in writing, of intention to vacate and the reason theretofore. 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 fee period (as defined in section 9a), through the end of the occupancy period, plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information, and the \$250 cancellation 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 (academic year), plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information, and the \$250 cancellation fee.
- b. A written request to cancel a reservation less than thirty (30) days before the beginning of the occupancy 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 (academic year), plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information, and the \$250 cancellation 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.
- c. A release due to financial hardship or illness should include the following.
- Financial Hardship. It must include verification appropriate to the circumstance and must be a loss of income that has occurred since the cancellation deadline (on or after Friday, July 24, 2009 for students entering fall; on or after Friday, December 18, 2009 for new students entering spring).
  - Illness. A release due to illness must include the appropriate medical documentation including a description of diagnosis provided by a licensed physician. The letter must be on the physician's letterhead stationary and must include a statement of how living in the residence halls is related to the illness and the Licensee's treatment. Request for release due to pre-existing environmental allergies, asthma or other health condition that might be affected by group living will not be considered (refer to Terms and Conditions, Section 6.h).
- d. However, if Licensee cancels a reservation for a space after the cancellation deadline listed in section 9.a. above and the Licensee decides to not leave the University and instead chooses to take a Leave of Absence from the University, even thou the Licensee will not be attending the remainder of a semester or subsequent semester, the Licensee is still eligible to return to SDSU in subsequent semesters and thus considered as still attending SDSU. Therefore, the Licensee will owe the amount due under the full fee period of the license. (See Policies and Procedures, **Leaves of Absences**). The Licensee's attendance status with the University will be verified and if the Licensee is enrolled in classes on the last day to drop/add classes during the remainder of a semester or

subsequent semester within the licensing term or on a Leave of Absence, the Licensee's account will be adjusted. The Licensee will owe the amount due under the full fee period of the license.

- e. 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 fee period (as defined in section 9a), through the end of the occupancy period, plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information, and the \$250 cancellation 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 (academic year), plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information, and the \$250 cancellation 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.
- f. Failure to receive an assignment electronically or by mail is not cause to cancel the License Agreement.
- g. SDSU Dining Services may charge a \$25 fee upon cancellation by Licensee and deduct this from any refund due Licensee.

#### **11. Revocation of License Agreement**

- a. University may revoke this License Agreement for any of the following reasons:
  - 1) Conduct by the Licensee, which, in the determination by the Director of Residential Education, constitutes or would constitute misconduct within the meaning of section 41301 of Title 5, California Code of Regulations. No disciplinary proceedings need be commenced against the Licensee by the University under section 41301 for purposes of revocation of the License Agreement under this section; furthermore, the License Agreement may be revoked under this section regardless of whether disciplinary proceedings are commenced against the Licensee by the University under section 41301, and regardless of the outcome of those disciplinary proceedings.
  - 2) 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, faculty) whether on or off University property, or that is otherwise University related.
  - 3) Breach of any term of this License Agreement, specifically including, but not limited to, breach of any of the Policies and Regulations contained in this License Agreement.
  - 4) Nonpayment of License Fees.
  - 5) Breach of any of the provisions of Sections 42000, et seq. of Title 5, California Code of Regulations.
  - 6) Failure of Licensee to maintain status as a student at the University through academic dismissal or all other withdrawals. Residents must be matriculated and/or enrolled in the regular academic program at San Diego State University.
  - 7) 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 not limited to, damage caused by floods, slides, fire, earthquake, other natural disasters and vandalism; civil disorder; compliance with state or federal law; or interruption of basic services because of labor strife. Such conditions shall also include a drop in the rate of cancellation not reasonably foreseen by the campus, if such drop results in an overbooking of available housing facilities.
  - 8) If the continued presence of the Licensee poses a danger to themselves or other residents, staff, faculty, or other members of the University community.
- b. 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.
- c. Licensee will be assessed charges according to Terms and Conditions, item 10.

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

Except as permitted in sections 9 and 10, 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. In the event of termination or abandonment, Licensee shall have the right to sublet or assign his/her interest in the License Agreement to another eligible person by the consent of the University, which consent shall not unreasonably be withheld.

#### **13. Disposition of Property**

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

license 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. After 90 days, the University may, at its discretion, permanently discard unclaimed items. 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 bedspace 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 student housing facility to which the Licensee is assigned on the expiration of the license period, or upon termination of his or her license to use the facilities, or revocation of this License Agreement, whichever occurs first. (See "Checking Out," under Policies and Regulations). Any Licensee who does not vacate the student housing facility as required by this section shall be evicted in the manner provided by the laws of the State of California and charged a daily rate through the length of stay. The University may charge any other applicable fees or charges. The matter shall be referred to the CSU Office of General Counsel for appropriate legal action. Any property of the Licensee remaining in the student housing facility may be removed and stored by the University at the expense and risk of the Licensee and will be disposed of pursuant to the laws of the State of California as outlined in Title 5, Section 42375, entitled Care, Restitution, Sale or Destruction of Lost Property, and Section 42376, entitled Proceeds of Sale.

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

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

- a. Assessment of a late fee as stated in the fee schedule. In addition to the late fee, failure to pay, as agreed, may result in interest at 10% per annum on any delinquent amounts during the period of the delinquency.
- b. Suspension of meal service without compensation for missed meals.
- c. Revocation of the License Agreement with financial penalties, as noted in Section 11.
- d. Withholding of University services pursuant to Section 42380, ET. Seq., Title 5, California Code of Regulations. This includes: withholding official transcripts and denial of registration.
- e. Offset of paychecks, loans, grants or scholarships payable through the University, or tax refunds through the Franchise Tax Board.
- f. Notification of default to credit bureau organizations.
- g. Employment of a collection agency to collect all delinquent amounts. Any attorney fees and other reasonable collection costs and charges accrued during the collection of said amounts are the responsibility of the Licensee.
- h. Legal action to collect unpaid obligations.
- i. By signing the License Agreement, Licensee consents to the release of information from student records to non-University third parties such as credit bureaus, credit gathering organizations, skip tracers, billing agencies, collection agencies, legal counsel, parents, guardians, and employees which may, in the judgment of University, be necessary or helpful in the collection of delinquent obligation arising out of the Agreement.
- j. By signing the License Agreement, Licensee agrees that housing fees are an extension of credit for living expenses and are considered an educational debt.
- k. Licensee waives the benefit of any limitations affecting liability or the enforcement thereof to the extent permitted by law. (California Code of Civil Procedures 360.5)

#### **18. Refunds**

The University shall authorize refunds only as provided herein or in Title 5 of the California Code of Regulations or other applicable law.

#### **19. 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. University shall

exercise these rights reasonably and with respect for Licensee's right to be free from unreasonable searches and intrusions into study or privacy.

#### **20. Visitors and Guests**

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

#### **21. Non Waiver**

The waiver of any breach of a term or condition of this License Agreement shall not constitute a waiver of any subsequent breach.

#### **22. Waiver**

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

#### **23. Hold Harmless**

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

#### **24. 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.

#### **25. 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 he or she resides. Questions in this regard must be directed to SDSU Police Department at (619) 594-1991.

#### **26. Insurance**

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

#### **27. Campus Safety Act**

The SDSU Police Department works hard to ensure that everyone in the SDSU 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. SDSU 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 SDSU Police Department's website at <http://www.dps.sdsu.edu/crimeprev.htm>.

## **POLICIES & REGULATIONS**

Described below are the Policies and Regulations, which govern all Residence Hall occupants. By completing and signing the Student Housing License Agreement, you agree to all of these provisions. Please read these provisions carefully before submitting a completed License Agreement.

Inappropriate conduct by students is subject to discipline on the San Diego State University campus. The Center for Student Rights and Responsibilities coordinates the discipline process and establishes standards and procedures in accordance with regulations contained in Sections 41301 through 41304 of Title 5, California Code of Regulations. A copy of these regulations can be found in the current edition of the San Diego State University General Catalog. All violations of the Terms and Conditions or Policies and Regulations below are subject to review by the Center for Student Rights and Responsibilities for violation of 41301 through 41304, as well as grounds for eviction from the

Residence Halls. Conduct that is in violation of the law will be referred to University Police for investigation, if warranted.

**Accountability.** Each resident is viewed as a responsible person who will be held accountable for his/her actions, and the actions of his/her guests. Residents will be held accountable for their behavior when in violation of the policies and regulations governing the residence halls. When misconduct is reported, every incident will receive due process in accordance with campus policy as well as federal, state, and local law, following the appropriate course of action as determined by University Police and Campus Administration. Be advised, incident investigation requires adequate time for completion before any action can be taken.

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

**Alcoholic Beverages.**

1. No resident or guest may possess or consume alcohol in the residence halls.
  - a. The possession of empty alcohol containers, including shot glasses, may be considered evidence of consumption of alcohol previously contained therein and are therefore prohibited from the residence halls.
  - b. No person may be in the presence of alcoholic beverages.
  - c. Gross consumption of alcohol and the results of such consumption (such as disruptive or destructive behavior, vomiting or urinating on floors and hallways, incidents or conditions necessitating extra care by staff and other such acts) are prohibited.
  - d. Residents or guests of any age may not possess alcohol or drug consuming devices/paraphernalia.
2. In addition to these policies, residents are expected to abide by the University alcohol policy, which applies to all campus living environments. The University alcohol policy can be viewed online at <http://senate.sdsu.edu/policy/pftoc.html>.

**Alcoholic Beverages – Villa Alvarado ONLY.**

1. No resident or guest under 21 years of age may possess or consume alcohol in the residence halls.
  - a) Neither residents nor guests of any age may possess or consume hard liquor in the apartments.
  - b) The possession of empty alcohol containers, including shot glasses, may be considered evidence of consumption of alcohol previously contained therein.
  - c) No person under 21 years of age may be in the presence of alcoholic beverages.
  - d) Gross consumption of alcohol and the results of such consumption (such as disruptive or destructive behavior, vomiting or urinating on floors and hallways, incidents or conditions necessitating extra care by staff and other such acts) are prohibited.
  - e) Guests of any age are not permitted to bring alcohol into an apartment.
  - f) Residents or guests of any age may not possess alcohol or drug consuming devices/paraphernalia including shot glasses.
2. Residents 21 years of age or older and their properly checked in guests 21 years of age or older, may possess and consume beer and wine under the following conditions:

Only in his or her own bedroom with the door closed, with no one under 21 present at any time.

1. No apartment residents age 21 or over may possess more than a total of 72 oz. of beer or 750 ml. of wine.
2. In addition to these policies, residents are expected to abide by the University alcohol policy, which applies to all campus living environments.
  - a)
  - b) No mini-suite, suite, or apartment with one or two residents age 21 or over may contain more than a total of 72 oz. of beer or 750 ml. of wine.
  - c) No mini-suite, suite, or apartment with three or more residents age 21 or over, may contain more than a total of 144 oz. of beer or 1500 ml. of wine.
  - d) In addition to these policies, residents are expected to abide by the University alcohol policy, which applies to all campus living environments.

The University alcohol policy can be viewed online at <http://senate.sdsu.edu/policy/pftoc.html>.

**Appliances.** To reduce fire hazards, University-provided Microfridges, refrigerators and microwaves are the only permitted appliances for use in the residence hall rooms for food preparation. No hot plates, coffee pots, coffee makers, blenders, popcorn poppers, ovens, grills, electric water coolers, or other cooking appliances are permitted in student rooms or suite areas (except in the kitchen areas of Villa Alvarado and Aztec Corner). Space heaters are also

prohibited. No personal refrigerators are permitted in any student apartment, suite or room. Excessive electrical equipment is prohibited. Resident rooms, suites and apartments found to generate circuit overloads will be investigated. Repeat violations will result in judicial action and any charges for costs attributed to removal or repairs will be the responsibility of the resident.

**Bathrooms.** Residents and their guests are not permitted to enter or use bathrooms designated for the gender of which they do not identify.

**Bicycles.** Bicycles are not allowed in buildings (including residence hall rooms) or in courtyards, patios or balconies. Bicycles may be stored only in the bike barn, bike lockers or on bicycle racks during occupancy. Bicycles placed or stored anywhere else will be impounded.

**Checking In.** When checking into the residence hall, Licensee must fill out and sign a "Room Condition Checklist" upon inspection of the room. This must be turned in within 24 hours of occupancy.

**Checking Out.** When checking out of the housing facility, Licensee must return the room to the original configuration and condition; turn in all keys, blankets, and pillows; and remove all personal property. It is the Licensee's responsibility to follow proper University check-out procedures; failure to do so may result in improper check-out charges. Licensee's meal plan will become invalid upon termination of License Agreement.

**Cleanliness, Health and Hygiene.** Resident agrees to make reasonable efforts to maintain proper personal cleanliness and hygiene. Rooms, suites and apartments must be kept clean and sanitary at all times, including proper disposal of empty food and beverage containers. Students are prohibited from activities that violate any health code. Residents may not violate these regulations or interfere with the safe and clean environment of others.

**Close Down Over Breaks.** During vacation breaks and closedown, residents must unplug all electrical items, except permitted refrigerators and Microfridges. This includes, but is not limited to, alarms, clocks, hair care appliances and fans.

**Commercial Ventures/Solicitation.** Licensee agrees to not use his/her room or any area of the hall for commercial or non-residential purposes, nor will Licensee participate in or encourage door-to-door solicitation in the housing facility. RezCon may not be used for any commercial or profit-making enterprise.

**Community Living.** Each resident agrees to conduct himself or herself in a manner that is conducive for fellow residents to study, live and sleep. Each resident agrees to not disturb this environment, and also agrees to demonstrate reasonable efforts to resolve roommate and/or residence hall problems. Residents are expected to report uncivil treatment of others, vandalism, and other violations of the license agreement.

**Consolidation.** Residents shall consolidate when administratively directed because half a room is vacated, or may be required to pay for a single room. Residents are expected to provide a welcoming environment to new roommates.

**Cooking.** University provided Microfridges, refrigerators and microwaves are the only permitted appliances for use in the residence hall rooms for food preparation. All other appliances are prohibited in the student rooms or suite areas (except in the kitchen areas of Villa Alvarado). Residents in Villa Alvarado must not leave cooking items unattended at any time and must assure that cooking does not produce smoke, activating the fire alarm equipment. (See Appliances.)

**Damages.** Students who accidentally or intentionally damage any residence hall property will be required to make restitution for repairs and will be held responsible.

**Decorating/Posting.** Posters and decorations may be attached only to walls, and only with materials that will not cause any permanent damage. Charges will be assessed for damages resulting from improper attachment at a minimum rate of \$5 per hole or abrasion. Exterior wires, signs, aerials or satellite dishes are not allowed. Painting of rooms is not allowed. Except for name identification and SDSU-approved dry erase message boards, posting of any materials on exterior surface of room doors is prohibited. Care shall be taken that messages are not offensive to residents or staff. Posting on windows and ceilings is also prohibited. Holiday decorations inside rooms are permitted only if safe and do not present a fire hazard. UL approved lights are required. Cut trees and foliage are prohibited in student rooms.

**Doors/Door Locks.** Tampering with, disabling or modifying the operation of apartment, suite and room doors or door locks is prohibited. Any resident and/or guest of a resident responsible for such violation will be subject to judicial action and any charge for costs attributed to repairs of doors or door locks will be the responsibility of the resident. (See Safety/Security.)

**Duty to Follow Directives/Failure to Respond.** Each resident is expected to respond to and follow all written and verbal directives or requests of University staff promptly and act in an appropriate and civil manner. This includes answering your door and checking your voicemail, e-mail and mailbox on a daily basis. Failure to comply with directions of, or interference with, any University official while acting in the performance of his or her duties will result in

judicial action.

**Educational Leave of Absence.** See Leaves of Absences.

**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 your room, suite or apartment.

**Elevators.** If an elevator malfunctions, press the alarm and stay inside until help arrives. Do not attempt to pry open or hit doors and climb out. Students will be charged the cost to retrieve items dropped down shafts, or repairs due to student negligence or damage, which includes damages resulting from exceeding the posted elevator capacity.

**Emergency Preparedness.** All residents are advised to have a family emergency plan. Each resident should maintain an emergency supply kit in his/her room consisting of a first aid kit, three-day supply of water, non-perishable food, battery operated radio and flashlight, extra batteries, gloves, and medications.

**Energy Conservation.** Licensee agrees not to waste utilities of the housing facility. In the event that there is a significant increase in utility charges to the University, the University reserves the right to impose a utility energy surcharge of no more than five (5) percent of the cost of Licensee’s rent.

**Explosives/Flammables/Incense.**

- a. Residents shall not possess any firearm, ammunition, fireworks, explosives, gasoline, candles, highly flammable material, guns, or any other weapon. Violation of this policy may result in criminal prosecution.
- b. The burning of any materials, including incense or candles, is prohibited except when written request is made and prior written approval has been obtained from the Residence Hall Coordinator for the purpose of religious or spiritual observance only. (Also see Weapons.)

**Eviction and/or Suspension.** As per the Terms and Conditions, Section 11, if a resident is either evicted or suspended, the Licensee shall owe the full fee period of the license (academic year), plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information.

**Fake IDs.** The use/display/production/possession of fake or fraudulent forms of identification, including Identification that belongs to another person, is prohibited and will be turned over to the University Police.

**Fences.** Fences are designed for the safety of the residential community. Students are not permitted to climb over/under fences or prop gates open thereby compromising the safety of the community.

**Fire Alarms/Fire Safety.** Tampering with, disabling, deactivating or improperly activating fire safety detection equipment including fire alarms, sprinklers and smoke detectors is prohibited. Any resident and/or guest of a resident responsible for violation is subject to eviction, and criminal and civil penalties. Door closers must not be removed. Use of prohibited cooking or other devices that cause activation of the system will result in judicial action and a charge for costs attributed to the alarm. During a fire alarm or other emergency where evacuation is required, residents must swiftly exit the building.

**Food Service.** While in any campus restaurant, Licensee agrees to bus his/her tray and to pick up any trash left behind in order to promote a more pleasant dining environment. Shoes and shirt are required. Licensee may not allow others to use his/her meal plan.

**Furnishing False Information.** Residents are expected to provide accurate and truthful information, including properly identifying oneself, upon request by University staff.

**Furniture.** Waterbeds of any type are not allowed. Lofted beds are not allowed. (Beds may be bunked using the appropriate hardware available at the hall’s front desk.) Room furniture cannot be stored to accommodate Licensee bringing in his/her own furniture. Licensee will return all room furniture to the original positions before moving out. Failure of Licensee to return furniture to the original positions in the room or movement of common area furniture by Licensee will result in a minimum charge of \$20 per piece. Removal of furniture from public areas is considered theft.

**Gambling.** Gambling is prohibited in all Residence Halls, Apartments and grounds.

**Guests.** A guest is considered any person, other than a Licensee (who is living in the specific room, apartment or suite), who is permitted by a Licensee and approved by the Residential Education Office to occupy and/or reside in any housing facility. Guests, including residents of other halls, must present a photo ID – driver’s license, state ID or non-SDSU school ID. No other form of identification will be accepted. Visitors and guests, including residents of other halls, must be escorted and in attendance by Licensee at all times. Licensee accepts responsibility for the behavior of his/her visitors and guests and must inform guests of University regulations. Licensee is allowed no more than three guests in his/her room at any given time (two guests per Licensee in Aztec Corner, Villa Alvarado and Cuicacalli). Residents living in designated over-the-break housing may have only one guest at a time during break periods. Overnight

guest(s) privilege is extended to all residents on a temporary and occasional basis only after securing approval from his/her roommate and registering the guest(s) at the hall desk. Overnight guests must be housed only in the hosting student's room. An overnight guest is considered anyone whose visit begins between the hours of 9:00 p.m. and 6:00 a.m. and whose visit lasts in excess of six (6) hours. A guest may stay in a residence hall no more than two (2) nights per calendar month. A guest fee will be charged to the resident for any guest whose stay exceeds this limit. The University reserves the right to deny access to any person.

**Halogen Lamps.** Halogen lamps of any type are prohibited in the residence halls.

**Illegal Drugs.** No drugs, narcotics, controlled substances or drug paraphernalia, including bongos, pipes, and the like, may be possessed, used, sold nor distributed at the University or in the residence halls. No person may be in the presence of drugs, narcotics, controlled substances or drug paraphernalia, including bongos, pipes, and the like, at the University or in the residence halls. Prescription drugs may only be used as prescribed, by the person they are prescribed to. The sharing of prescription drugs is against policy and the law.

**Immunizations.** All new students 18 years or younger are required to show proof of immunization against the hepatitis B virus. All students are required to show proof of immunization against measles and rubella. Students are required to visit Student Health Services (SHS) during their first semester to either show proof of immunization, or to begin or complete their immunization series. Students who do not comply with this immunization requirement during their first semester will have a hold placed on their registration. Students are also advised that the meningococcal vaccine is available at Student Health Services for a fee.

**Leaves of Absences.** One-Semester Stop Out and Educational Leave of Absence (refer to the SDSU General Catalog). The Licensee's agreement is for a full academic year (or full spring semester for new students entering spring). Licensee may cancel a reservation for a space in the facility by giving written notice as per Terms and Conditions, sections 9 and 10. For those Licensees' cancelling after the cancellation deadline (on or after Wednesday, July 29, 2009 for students entering fall; on or after Friday, December 18, 2009 for new students entering spring) the Licensee will be assessed charges according to Terms and Conditions, sections 9 and 10. Because, those students who choose to not attend the university, leave the university, take a One-Semester Stop Out or Leave of Absence within the current licensing period (academic year), are automatically allowed to re-enroll the following semester or subsequent semesters and thus considered as still attending SDSU and therefore, will owe the amount due under the full fee period of the license (academic year) according to the Terms and Conditions, item 10.

**Lockout Key and Card Policy.** Lost or stolen keys/cards must be immediately reported at the hall's front desk and a lock change will be ordered. Resident will be billed \$144 for lost/stolen keys in all the residence halls except Villa Alvarado, Cuicacalli and University Towers (locks must be changed and new keys made). Resident will be billed \$164 to replace lost/stolen keys at Villa Alvarado. Replacement of Cuicacalli and University Towers keys will be billed \$80. The cost to replace a lost access card is \$25. Residents must exercise care in key and card use. Staff will assist residents in room entry and the resident will be charged \$25 per entry, regardless of reason for lock out. Staff may not be readily available and the resident may be required to wait. Repeated incidents may result in judicial action.

**Matriculated Student.** In accordance with the SDSU General Catalog, University Policies, Student Classification, a matriculated student is one who has complied with all requirements for admission to the university and has received an official Notice of Admission.

**Mistreatment of Staff.** Threats, harassment, abusive language, obscene gestures, touching, and any other mistreatment of staff are grounds for University judicial action, eviction and criminal prosecution.

**Noise.** Noise is any sound, human or otherwise.

- a. Quiet hours are observed from 9:00 p.m. to 10:00 a.m., Sunday through Thursday, and from midnight to 10:00 a.m. Friday and Saturday. During quiet hours, residents and guests must limit noise so that it is not detectable outside of individual rooms. During quiet hours, noise levels are also limited in all public areas such as pools and quads.
- b. During final examination periods, all halls will observe quiet hours 24 hours per day beginning at 9:00 p.m. two (2) days prior to the University's first scheduled final examination and ending at the close of the building and/or the end of the University's last scheduled final examination.
- c. During times not designated as quiet hours, residents and their guests must limit noise so as not to unreasonably disturb other residents. Loud talking or group gatherings that disturb others are not permitted.
- d. Amplified sound, playing of drums and other loud instruments, as well as noisy games, electronics etc. are prohibited at all times in the residence halls.
- e. The noise policy also applies to loud talking and group gatherings outside the residence halls.

- f. General custodial and maintenance activities are exempted. Specific projects performed by Contractors can start at 8:00 a.m.

**One-Semester Stop Out.** See Leaves of Absences.

**Online Social Networks.** While the University does not routinely monitor online social networks, students will be held accountable for postings depicting or describing violations of residence hall regulations and campus policies.

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

**Pets.** Animals of any kind, except fish in a bowl up to 2-gallon capacity, are not allowed in the residence hall rooms, in the hall common areas, or on the premises (except by faculty or full-time professional staff when approved by the Director of Housing Administration and Director of Residential Education). Residents may not feed/shelter stray animals. Residents are obligated to tell hall staff so appropriate action can be taken to remove and protect the animal.

**Photography.** Persons in bedrooms, bathrooms, and dressing areas are off limits to filming, recording, and photography without specific resident consent.

**Physical Abuse and Harassment.** Physical, verbal and other abusive behavior, and threats of physical abuse toward residents, guests, or staff are violations of policy and will not be tolerated. Such conduct may be grounds for immediate judicial action, removal from the residence hall, eviction, and criminal prosecution. Examples of prohibited conduct include sexual and racial harassment, threats of violence, sexual assault, fighting, punching, slapping, kicking, scratching and pushing. Practical jokes and pranks or other disruptions are prohibited in the campus community.

**Pools.** (See Swimming Pools.)

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

**Refrigerators.** (See Appliances.)

**Right to Enter.** Staff shall have the right to enter the premises of resident's room, for purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purpose.

**Safety/Security.** Residents must show their ID Card with their building's security sticker every time they enter the hall. Keys and access cards are for residents only; lending a key, access card, security sticker or ID is not allowed. Possession of a security sticker for a building that you do not live in is against policy. (See Lockout Key and Card Policy).

• Emergency equipment, including fire alarms and smoke detectors are not to be tampered with at any time. (See Fire Alarms.)

• Room signs and directional signs are not to be removed.

• Public doors are not to be propped open.

• All apartments, suites and rooms are subject to regular safety and maintenance inspections by the staff.

• All Aztec Corner and Villa Alvarado apartments and Maya and Olmeca first floor rooms have University-provided window/door security bars. Since the window/door security bars are provided for security of residents, it is the responsibility of each resident to use them. University assumes no responsibility for any property of Licensee, which is stolen, damaged, or destroyed, in the housing facility at any time, including periods when Licensee is not in occupancy or after the term of the occupancy has expired. Residents will be billed \$15 to replace the window/door security bars.

**Scooters and Skateboarding.** The use of scooters, roller skates, roller blades, bicycles and skateboarding on or adjacent to housing property is prohibited and such users are subject to citation by University Police and a fine.

**SDSU Residential Housing Network Acceptable Use Policy.** SDSU provides high-speed Ethernet connections to all campus residential housing complexes including the SDSU Residence Halls, Villa Alvarado Apartments and Piedra del Sol. Internet access is not guaranteed and may not be available to some residents under certain circumstances. University policy describes what use is acceptable and appropriate for your residential network connection. By connecting to or using a network connection in your residence, you agree to abide by University policies. We strongly recommend that you review the University's Acceptable Use Policy (AUP) at <http://security.sdsu.edu/policy/housing-aup.html>. Judicial Procedures, Business Affairs, Academic Affairs, SDSU Human Resources, or law enforcement officials as appropriate will adjudicate violations of the Acceptable Use Policy. The SDSU Computing Security Officer may temporarily suspend network privileges of any SDSU user while suspected violations are being investigated or

adjudicated, even if it affects network services of roommates. If your network privileges are temporarily suspended, you must pay \$250 to be reconnected after the first violation and \$75 after the second violation. Your network privileges will be permanently revoked after the third violation. Depending on the severity of the violation, your network privileges may be revoked after one violation. Sanctions as a result of violations of these policies may result in the following:

- Suspension or revocation of RezCon privileges;
- University judicial sanctions as prescribed by student, faculty or staff behavioral codes;
- Monetary reimbursement to the University or other appropriate sources;
- Reassignment or cancellation of the Student Housing License Agreement;
- Prosecution under applicable civil or criminal laws.

**Smoking.** Smoking is prohibited in all University buildings, including residence halls, student rooms, lounges, recreation rooms, public areas, hallways, stairwells, balconies, walkways and pool areas. Hookahs and water pipes are also prohibited in the residence halls. Smoking is prohibited in outdoor areas including courtyards and community centers (pool areas, Tula, Cholula, and Cuicacalli Seminar rooms). Smoking is prohibited within 20 feet of entranceways, windows and ground level air intake structures. Licensee accepts responsibility for informing visitors or guests of the University's no-smoking policy.

**Solicitation.** Solicitation of any kind, without prior approval by the Director of Residential Education or his/her designee, is prohibited. Door to door solicitation is prohibited at all times. Therefore, residents are prohibited from knowingly or willfully permitting such persons from entering the residence halls to solicit.

**Space Heaters.** (See Appliances.)

**Surveillance Cameras.** Unmonitored surveillance cameras may be located in the residence hall elevators 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.

**Suspension and/or Eviction.** See Eviction and/or Suspension.

**Swimming Pools.** Swimming in the three residence hall pools is limited to residents and their guests (each resident is allowed one guest). No lifeguard is on duty at any time and swimming is at your own risk. Pool use hours are dawn to dusk each day except during Hall Council sponsored events that must end by quiet hours. Portable swimming pools are prohibited in all Residence Halls, Apartments, and grounds.

**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 or in the Villa Alvarado and Aztec Corner complexes and fire lanes. No object may be thrown or dropped from a window or opening. Window screens must be left intact. (See Windows, Balconies and Patios.)

**Vandalism.** Destruction or damage of property of the residence halls or residents by a resident or guest is a violation of policy and will result in judicial action and prosecution.

**Unauthorized Entry or Use.** Unauthorized entry into, unauthorized use of, or misuse of personal or campus property is prohibited.

**Utilities.** All utilities are included, except at Villa Alvarado and Aztec Corner apartment complexes. Air conditioning is not guaranteed. Students living in the Villa Alvarado or Aztec Corner apartment complex will be billed for their portion of the utility charges on their monthly Student Statement eBill from the University Cashiers Office. In the event that there is a significant increase in utility and/or water charges to the University, the University reserves the right to impose a utility and/or water surcharge of no more than five (5) percent of the cost of Licensee's rent to all License Agreements.

**Weapons.** Firearms, ammunition, fireworks, explosives, highly flammable materials, weapons, projectile devices, guns or knives, tasers, or replica weapons, or any other weapon or material or instrument which poses a risk of damage or injury is strictly prohibited and a violation of the law.

**DEFINITIONS** (in all cases include, but are not limited to, the following):

- Firearms - Any gun, rifle, pistol or handgun designed to fire bullets, BBs, pellets or shots (including paint balls or darts) regardless of the propellant used. This includes air-soft guns, ornamental rifles used for ROTC training, and "replica" weapons.
- Weapons - Any instrument of combat possessed or carried for the purpose of inflicting or threatening bodily injury, including a blackjack, slingshot, billy, sand club, sandbag, metal knuckles, or tasers.
- Knives - Dirks, daggers, ice picks, pocketknives, or knives having a fixed blade longer than 2-1/2 inches

(California Penal Code 626.10). This does not apply to the lawful use of cutlery and other eating implements used in food preparation or consumption. (Also see Explosives/Flammables/Incense.)

**Windows, Balconies and Patios.** Window screens must be left in place at all times. Screens are not to be removed, loosened or altered. Residents will be billed \$15 for breaking the seal on an operable screen and will be billed the cost to replace, re-install or repair damages (when applicable) to any screen. Residents may not enter or exit a room or suite through the windows except for emergency, safety and security purposes. Hangings, partitions or curtains of any type may not be used on balconies or patios. Unauthorized entry to other resident's rooms, windowsills, roofs, ledges, and locked balconies is prohibited. Furniture, barbecues or bicycles may not be stored on balconies.

**Window/Door Security Bars.** See **Safety/Security**.