



EMPLOYEE & FAMILY HOUSING LICENSE AGREEMENT | 2023-2024 PART I

This License Agreement is entered into between the Trustees of the California State University on behalf of San Francisco State University, hereinafter called "University" and the individual(s) whose name appears below, hereinafter called "Primary Licensee or Licensee(s)."

The University grants a License to:

Primary Licensee

Last Name	First Name	Middle Name
Telephone Number(s)		Date of Birth
Email Address		University ID#

Affiliation: Current Student Current Faculty Current Staff Legacy Resident Other

AB 1482: Subject to AB 1482 rent caps and just cause as provided in Civil Code Section 1946.2 and 1947.12. The following disclosure is required by law.

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, University must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

TERM: The term of this license shall begin on _____ and end on _____.

ADDRESS OF PREMISES: _____

In consideration for the right to reside in an assigned apartment within Employee & Family Housing at San Francisco State University, the Primary Licensee hereby agrees to make payments to the University in accordance with the set licensing fees in this agreement. Primary Licensee or Licensee(s) and University agree to adhere to the terms and conditions set forth in the Employee & Family Housing License Agreement. This Agreement is valid during the period indicated in the Employee & Family Housing License Agreement and legally obligates the Primary Licensee to full payment of fees. Licensee(s) and authorized roommates or dependents (if any) are authorized to reside in address listed above. No other portion of the building is included.

LICENSING FEE: The monthly licensing fee for the Premises will be \$_____.

RESERVED PARKING: Per Addendum, the monthly parking fee for space number(s) _____ is \$_____.

City of San Francisco Ordinances, including the Rent Ordinance (Chapter 37 of the San Francisco Administrative Code) do not apply to this License Agreement. Primary Licensee Initials: _____

STORAGE FEE: Per Addendum, the monthly storage fee for storage space number(s) _____ is \$_____.

PET FEE: Per Addendum, the monthly pet fee for _____ pet(s) is \$_____.

UTILITIES: The University agrees to pay for water, sewage, and recycling/compost/waste charges for all locations. At University Park North (UPN), the University also pays for electricity and heat. At University Park South (UPS), the Primary Licensee is responsible for their own account with Pacific Gas & Electric Company (PG&E).

SECURITY FEE: The Primary Licensee shall pay for services and charges provided to the premises as listed: \$_____ security fee.

PAYMENTS: All fees are due and payable in advance on the first (1st) day of each and every month (the "Due Date") without offsets, deductions or credits. All fees shall be made payable to San Francisco State University by the Primary Licensee via a single personal check or cashier's check or via online payment. Cash payments cannot be accepted. Payments made in person may be delivered to 800 Font Boulevard, San Francisco, CA 94132 in the payment drop box labeled "Employee & Family Housing". Mailed payments may be sent to: HDCS Financial Services, Attention: E&FH Payments, 750 Font Boulevard, Suite 5000, San Francisco, CA 94132. Resident bears the risk of loss or delay of any payment made by mail and University must receive mailed rent payments on or before the due date, except as otherwise provided by law. Fee for any partial month shall be pro-rated at the rate of 1/30th of the monthly licensing fee per day. The University may apply any payment made by Primary Licensee to any obligation of Primary Licensee to the University, notwithstanding any dates or other direction from Primary Licensee that accompanies any such payment. Any attempt by Primary Licensee to allocate a payment in any other way shall be null and void. Payment online or by direct deposit may be rejected or returned by University during the pendency of any legal action, or in anticipation of legal action. Failure or refusal by Resident to cash Landlord's rent refund check shall not defeat Landlord's rejection of the rent being refunded.

CHANGE TO PAYMENT METHOD: The University may refuse certain payment methods listed in the above paragraph, as the form of payment to cure a Notice to Pay Rent or Quit, Notice to Perform Conditions and/or Covenants or Quit, a check passed on insufficient funds or dishonored for any other reason, or a stopped payment and may refuse certain methods for future rent payments thereafter. Notwithstanding the provisions above, the University may demand or require certified fund payments (money order or cashier's check) as the exclusive form of payment of rent or security deposit if the Primary Licensee has previously attempted to pay the University with a check drawn on insufficient funds or the Primary Licensee has stopped payment on a check, draft, or money order. If the University chooses to demand or require certified fund payment under these circumstances, the University shall give the Primary Licensee a written notice stating that the payment instrument was dishonored and informing the Primary Licensee that the Primary Licensee shall pay in certified funds for a period determined by University and attach a copy of the dishonored instrument to the notice.

SECURITY DEPOSIT: The Security Deposit for the apartment is \$_____. Full payment of this Security Deposit in certified funds (money order or cashier's check) is required at the time of execution of this License Agreement. This sum shall be applied and accounted for in accordance with the provisions of California Civil Code section 1950.5 and any other applicable statutes. The security deposit must be paid solely by the Primary Licensee and any remaining balance will only be refunded to the Primary Licensee at their last known or forwarding address. The Primary Licensee makes this Security Deposit against any damage, excepting reasonable wear and tear, done to the premises by the Primary Licensee or Licensee(s), legal dependents, guests, invitees, and/or agents. Upon termination of this License, the Security Deposit shall be applied to any such damage, any delinquent licensing fee payment, or any fees due to the University. Primary Licensee may not apply the Security Deposit, or any portion thereof, to the last

month's fee. If any portion of the Security Deposit is applied by the University to any obligations during tenancy, the Primary Licensee, upon five (5) days written notice, must reinstate the Security Deposit to its full original amount.

LICENSEE(S): This License Agreement is entered into between the Trustees of the California State University on behalf of San Francisco State University, hereinafter called "University" and the individual whose name appears above, hereinafter called "Primary Licensee." The Primary Licensee is solely responsible for all financial obligations associated with this License Agreement, including the security deposit, licensing fee and all other payments, as well as for any unpaid balances.

INSURANCE & LIABILITY: The Primary Licensee is solely responsible for, but not limited to, the payment of all licensing fees due and the payment of costs to remedy damages to the Premises regardless of whether such damages were caused by the Primary Licensee, Licensee(s), Dependents, or guests of the household. Each person who signs this agreement, whether or not said person is or remains in possession, shall be jointly and severally responsible for all other obligations that are not exclusively the responsibility of the Primary Licensee, provisions, terms and conditions of this agreement. The University has no insurance to cover the personal or property damage of Primary Licensee or Licensee(s), **The Primary Licensee is required to carry sufficient personal insurance on their property and to protect them from liability to avoid loss due to fire, flood, theft, personal injury or injury to others, or other casualty and must provide said proof of insurance at time of move-in.** The University does not assume responsibility for the loss, damage, or destruction of any personal property kept in the licensed space or on University property. Primary Licensee or Licensee(s) release(s) and agree(s) to indemnify and hold harmless the University from and against any and all claims, demands and/or causes of action related to any accident, casualty, or event that may occur on University property involving Primary Licensee or Licensee(s) or any guest(s) or invitee of Primary Licensee or Licensee(s).

ELIGIBILITY FOR RESIDENCY: The following individuals are eligible to enter into a License Agreement as a Primary Licensee for campus residency with Employee & Family Housing:

- Current Student with Family
 - A student with family is defined as a married couple, legal domestic partners, or parents with dependents who will be jointly residing on the Premises. A Current student must be enrolled as a student at San Francisco State University and demonstrating academic progress. Enrollment recommendations are 15 or more units a semester for Undergraduate students and 9 or more units as semester for Graduate students. Unit load requirements are in place to help students matriculate through the university.
- Current Faculty
- Current Staff
- Legacy Resident
 - One who was residing on the property at the time of purchase by the California State University Board of Trustees on behalf of San Francisco State University

When the Primary Licensee gives notice to vacate the Premises or is no longer eligible for residency (no longer qualified for a License Agreement renewal offer), all other Licensee(s) and Dependents must also vacate the apartment.

OCCUPANCY LIMITS: Notwithstanding the above, Employee & Family Housing generally allows no more than two (2) persons per bedroom plus one (1) to reside in any apartment. Exceptions may be made in certain circumstances.

OCCUPANTS: The Employee & Family Housing Office must approve all individuals residing at the Premises. All occupants aged 18 or older must be screened and added to the License Agreement.

Additional Licensee

Last Name	First Name	University ID#
Permanent Address	City	State Zip
Primary Phone Number:		Date of Birth
Email Address:		

Affiliation: Current Student Current Faculty Current Staff Legacy Resident No Affiliation

Additional Licensee

Last Name	First Name	University ID#
Permanent Address	City	State Zip
Primary Phone Number:		Date of Birth
Email Address:		

Affiliation: Current Student Current Faculty Current Staff Legacy Resident No Affiliation

Additional Licensee

Last Name	First Name	University ID#
Permanent Address	City	State Zip
Primary Phone Number:		Date of Birth
Email Address:		

Affiliation: Current Student Current Faculty Current Staff Legacy Resident No Affiliation

Additional Licensee

Last Name	First Name	University ID#
Permanent Address	City	State Zip
Primary Phone Number:		Date of Birth
Email Address:		

Affiliation: Current Student Current Faculty Current Staff Legacy Resident No Affiliation

Additional Licensee

Last Name	First Name	University ID#
Permanent Address	City	State Zip
Primary Phone Number:		Date of Birth
Email Address:		

Affiliation: Current Student Current Faculty Current Staff Legacy Resident No Affiliation

Legal Dependents of Primary Licensee

Last Name, First Name	Relationship	Date of Birth
Last Name, First Name	Relationship	Date of Birth
Last Name, First Name	Relationship	Date of Birth
Last Name, First Name	Relationship	Date of Birth

I (we) have read the entire Employee & Family Housing License Agreement. By signing below, I (we) agree to these policies and terms. Also, by my signature I understand and agree that all licensees, including myself, are collectively responsible for any situation that occurs in the apartment. This includes, but is not limited to, any violation of the terms of the License Agreement including all financial obligations as well as guest/visitor conduct. I understand I may incur sanctions, including eviction, for policy violations on the part of any licensee on the License Agreement even if I had no involvement in the situation.

By signing this License Agreement as the Primary Licensee, I understand that I am solely responsible for all financial obligations associated with this License Agreement.

Signature of Primary Licensee	Date
Signature of Additional Licensee	Date
Signature of Additional Licensee	Date
Signature of Additional Licensee	Date
Signature of Additional Licensee	Date
Signature of Additional Licensee	Date

Office Use Only:

San Francisco State University Administrator		
Signature:		Date:

Prepared by: _____ Reviewed by Financial Services: _____ Updated as of: September 18, 2023

PART II: TERMS AND CONDITIONS

This License Agreement is subject to the regulations contained in Title V of the California Administrative Code, sections 42000-42103. A copy of those regulations is available at <http://www.oal.ca.gov> (California Code or Regulations, Title V). *City of San Francisco Ordinances, including the Rent Ordinance (Chapter 37 of the San Francisco Administrative Code) do not apply to this License Agreement.* This means that this License Agreement is not subject to the rent control restrictions that apply under the City of San Francisco's Rent Ordinance.

Primary Licensee Initials:

1. **LATE PAYMENTS:** Primary Licensee and the University agree that the University will sustain costs and damages as a result of any late payment of licensing fees but that it will be extremely difficult to determine with specificity the actual amount of that damage. Therefore, Primary Licensee agrees to pay, as additional fees, a late charge of **\$100.00** for any payment of fees not received by the University within five (5) calendar days of the Due Date. The parties agree that this late charge represents a fair and reasonable estimate of the costs and damages that the University will incur due to late payment by the Primary Licensee. The provision for payment of a late charge does not constitute a grace period and the University may serve a 3-Day Notice to Pay Licensing Fee or Quit on the day after the Due Date. The University and Primary Licensee agree that paying fees five (5) days after the Due Date on three (3) separate occasions within any twelve-month period shall constitute habitual late payment of fees and may be considered a just cause for eviction for the entire apartment.
2. **INSUFFICIENT FUNDS:** Pursuant to California law, if Primary Licensee submits a dishonored payment such as a check with insufficient funds, a cancelled money order, or a failed online payment, Primary Licensee will be liable to University for the amount of the check and a service charge of \$25.00. A dishonored payment shall constitute late payment of fee and shall be subject to late charges as outlined above. Such charges shall be immediately due and payable upon notice to Primary Licensee. Failure to pay the charges immediately shall constitute a default under the terms of this Agreement. The University reserves the right to demand payment of fees by certified funds (cashier's check or money order), and licensing fees tendered in any other form may be refused by the University. Nothing in this paragraph shall limit other remedies available to the University as a recipient of a dishonored payment. The University and Primary Licensee agree that three (3) dishonored payments in any twelve-month period shall constitute frequent dishonored payments and may be considered a just cause for eviction for the entire apartment.
3. **FAILURE TO PAY:** Pursuant to Civil Code Section 1785.26, you are hereby notified that a negative credit report reflecting upon the Primary Licensee's credit record may be submitted to a credit-reporting agency if you fail to fulfill the terms of your financial obligations under the terms of this Agreement.
4. **USE/OCCUPANCY:**
 - The University hereby grants to Primary Licensee (and Licensees and Legal Dependents, as stated in the License Agreement), permission to reside in the specified Employee & Family Housing apartment for the entire License Term as stated above. Specific assignment of an apartment address shall be made by University and may be changed by University as warranted. No persons other than the Primary Licensee and Licensee(s) and Legal Dependents identified above have permission to reside in the unit.
 - Primary Licensee or Licensee(s) may have guests in the unit for not over seven (7) consecutive days or fifteen days in a 12-month period, and no more than two (2) at any one time. At the discretion of University, Guest(s) who overstay this limit may be required to go through the application process, and if approved, may be required to sign a License Agreement. A guest who has not signed the License Agreement is not a "tenant who has lawfully occupied the premises" for the purpose of Civil Code

Primary Licensee Initials:

1946.2 and is not a “tenant” for the purpose of Civil Code Section 1947.12. Primary Licensee is responsible for any violation of this License Agreement by Primary Licensee’s Guests. Violation of the provisions of this section shall be deemed a substantial and material breach of this Agreement and is agreed to be a just cause for eviction.

- Primary Licensee or Licensee(s) shall not assign this License Agreement nor sublet all or any part of the licensed premises. Any attempted subletting or assignment in violation of this provision shall be void and shall be deemed a substantial and material breach of this Agreement and is agreed to be just cause for eviction.
- It is understood and agreed by Primary Licensee, Licensee(s) and the University that no lease or any other interest in real property is created by this Agreement.

Primary Licensee or Licensee(s) agree that the assigned unit is licensed for residential use only. Primary Licensee or Licensee(s) shall not use the space as a business address, nor shall Primary Licensee or Licensee(s) conduct any business activities on the premises.

- 5. EARLY TERMINATION:** Any attempt by Licensee(s) to terminate this License Agreement prior to the end of the original term shall be deemed to be a breach of this agreement and the University shall be entitled to a termination fee equal to two month’s licensing fees, the recovery of damages occasioned thereby including advertising expenses and utilities maintained to show the unit.
- 6. LICENSE RENEWAL:** A minimum of thirty days before expiration of the License Agreement, a renewal License Agreement may be made available to the Primary Licensee, unless notice has been received by the Employee & Family Housing Office from the Primary Licensee of an intention to not renew. Failure to renew the License Agreement after it expires while remaining in the apartment may result in the service of a Three-Day Notice to Perform or Quit.
- 7. TERMINATION / REVOCATION OF LICENSE AGREEMENT:** The University may revoke this License Agreement if Primary Licensee or Licensees breach of any term or condition of this License Agreement, including failure to pay required fees. University shall provide Primary Licensee and Licensee(s) not less than a three-(3) day written notice. University may also revoke this License Agreement in case of administrative necessity of University. The University shall provide Primary Licensee and Licensee(s) not less than a fourteen-day written notice in the event of a revocation due to administrative necessity of the University, except in cases of emergency.

In a case of administrative necessity, the Primary Licensee shall owe an amount equal to the prorated charge for each day from the beginning of the License Term through the last day of occupancy, and any damages to the property as described in 42019, Title V, California Administrative Code.

In the event of a breach of any term or condition of this License Agreement including failure to pay required fees, except as noted in 42019, Title V, California Administrative Code, the Primary Licensee may be determined to owe the amount due under the full License Term plus any damages to the property as described in 42021, Title V, California Administrative Code.

- 8. SEVERABILITY CLAUSE:** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.
- 9. ABANDONMENT BY PRIMARY LICENSEE:** Abandonment of the premises by Primary Licensee may not release Primary Licensee from paying any obligation due the University for so long as the

University does not terminate Primary Licensee's right to an assigned unit.

10. SALE OR DISTRIBUTION OF PROPERTY: Any property that the University reasonably believes to have been abandoned by the Primary Licensee or Licensee(s) after the termination of this Agreement will be disposed of by the University pursuant to the requirements of California Civil Code Section 2080.09 and any applicable regulations promulgated by the Trustees of the California State University.

11. TREATMENT OF INDEBTEDNESS: Failure of Primary Licensee to satisfy the financial obligations of this License Agreement may result in one or more of the following:

- Imposition of a late fee.
- Revocation of the License Agreement.
- Eviction.
- Withholding of University services pursuant to 42380, et seq, Title V, California Administrative Code. This would include:
 - 1) Denial of registration.
 - 2) Holds being placed on grades, registration, financial aid, and transcripts.
 - 3) Offset of paychecks, loans, grants, or scholarship payable through the University, and/or state income tax refunds or rebates.
 - 4) Legal action to collect unpaid obligations.

Submission of the debt to a collection agency will result in negative credit information being reported to credit bureaus. If any of these collection steps are necessary, the debtor will be held liable for any attorney fees, court costs and any other collection costs that may occur.

12. DESTRUCTION OR UNAVAILABILITY: In the event the assigned unit is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this License Agreement is made, Primary Licensee shall be entitled to a pro-rata refund of any fees applicable to periods after Primary Licensee and Licensee(s) was required to vacate. Such conditions include but are not limited to damage caused by floods, slides, fire, earthquake, other natural disasters, vandalism, civil disorder, compliance with state or federal law, unanticipated interruption of basic services, or a drop in the rate of space cancellations not reasonably foreseen by University, if such drop results in an over-booking of available housing facilities.

13. DAMAGES TO PREMISES: If the Premises are so damaged by fire, flood or from any other cause so as to render them uninhabitable, then either party shall have the right to terminate this lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen days of occurrence of such damage; except that should such damage or destruction occur as a result of the conduct or negligence of Primary Licensee, Licensee(s), or guests, then the University only shall have the right to termination. Should this right be exercised by either party, licensing fees for the current period shall be pro-rated between the parties as of the date of occurrence of the damage and any prepaid licensing fees shall be refunded, along with the Security Deposit (following standard Security Deposit settlement procedures and less any fees owed to the University), to Primary Licensee.

14. INTERRUPTION OF SERVICES: The University shall not be liable to Primary Licensee or Licensee(s) or to any other person in damages or otherwise, nor shall the University be in default under this Agreement for any interruption or reduction of utilities or services caused by someone other than the University, or by the University due to circumstances beyond the University's reasonable control.

15. 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.

- 16. TAXABLE POSSESSORY INTEREST:** It is the position of University that this License Agreement does not create a taxable possessory interest in real property. However, pursuant to Revenue and Taxation Code 107.6, Primary Licensee is hereby notified that a taxing authority may take a contrary view and may assess Primary Licensee property taxes based on Primary Licensee's interest in this License Agreement.
- 17. MAINTENANCE OF PREMISES:** Primary Licensee and Licensee(s) agree to recognize the importance of maintaining the housing facility as an environment conducive for fellow Primary Licensee or Licensee(s) to study, live, work, sleep and peacefully enjoy the residential environment. While in the community, all Licensee(s) agree not to disturb this environment. The University shall provide Primary Licensee with the living unit and in the condition noted on the Apartment Condition Form to be completed at the time of occupancy. If not completed within seven days of move-in, the Apartment Condition Form will not be considered a valid source of the condition of the apartment at move-in. Primary Licensee or Licensee(s) agrees to give reasonable care to her/his living and Primary Licensee to make payment for any damage or loss promptly upon demand by University. Primary Licensee or Licensee(s) shall vacate the living unit in good order and repair, including having shampooed any carpet in the apartment, except normal and reasonable wear and tear. In the event Primary Licensee or Licensee(s) fails to maintain the living unit in good order and repair, Primary Licensee shall pay University the reasonable costs incurred for returning the living unit to a condition of good order and repair. As part of such reimbursement, Primary Licensee's security deposit, or a portion thereof, may be expended for the purpose of payment of such costs.
- 18. RIGHT OF ENTRY AND INSPECTION:** University shall have the right to enter the premises occupied by Primary Licensee or Licensee(s) 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 Primary Licensee or Licensee's right to be free from unreasonable searches and intrusions into privacy. The University shall give Primary Licensee or Licensee(s) reasonable notice of its intention to enter the Premises and shall enter only during normal business hours. Normal business hours shall be defined as 7:00 AM to 7:00 PM, Monday through Saturday. Primary Licensee or Licensee(s) may not place any unreasonable restrictions upon such entry. If, however, The University reasonably believes that an emergency exists (such as a fire or flood) which requires immediate entry, such entry may be made without prior notice to Primary Licensee or Licensee(s). If the Premises or the building in which the Premises are located is required by any government agency, lender or insurer to undergo repairs or alterations Primary Licensee or Licensee(s) agrees to cooperate fully with the University so that all such repairs or alterations are made in as expeditious and efficient a manner as possible.
- 19. NOTICES:** Any notice which either party may give, or is required to give, may be given as required by law or by mailing the same by first-class mail to Primary Licensee or Licensee(s) at the Premises, and to the University at: San Francisco State University, Attn: Employee & Family Housing, 796 Font Blvd., San Francisco, CA 94132 or such other address designated by the University. All notices and requests for repairs or services by Primary Licensee or Licensee(s) must be communicated to the University immediately via the Facilities Service Desk (415-405-0579 or <https://sfsu.metabim.com>). Emergencies and immediate security concerns must be promptly reported to the University Police Department at 415-338-7200.
- 20. ALTERATIONS:** Primary Licensee/Licensee(s) shall not renovate the facility in anyway unless prior written approval is granted from the University.
- 21. RENOVATIONS, IMPROVEMENTS AND UTILITIES RECOVERY COSTS:** The University may add recovery

costs for the purpose of Renovations, Improvements and Utilities to a Primary Licensee's base licensing fee. These recovery costs, associated with common areas and individual units will be calculated on a prorated basis.

- 22. LOCKS:** Primary Licensee or Licensee(s) shall NOT change any lock or place additional locking devices upon any door or window of the Premises without the prior written consent of the University. Keys to the Premises are the exclusive property of the University. Primary Licensee or Licensee(s) shall not consign keys to the Premises to any other person without the University's written consent. In the event keys to the Premises are lost, Primary Licensee shall be liable for the entire cost of key and lock replacement, at the discretion of the University, as required for the security of the Premises, the building and its occupants. All keys must be returned to The University when Primary Licensee and Licensee(s) vacates, and such return shall designate the actual date and time of termination of tenancy. Primary Licensee shall be charged for the cost of new locks and keys if not all keys are returned.
- 23. UTILITIES:** Primary Licensee shall pay directly for all utilities, services and charges provided to the Premises **AS LISTED IN PART I** of the License Agreement. Primary Licensee agrees to comply with any energy or water conservation programs implemented by San Francisco State University. Primary Licensee understands that the licensing fee paid by all residents is partially determined by the cost of utilities. Nothing contained herein prevents San Francisco State University from passing through to Primary Licensee utility costs as provided by law. Apartment is provided with one working telephone line and one working telephone jack into the Premises. Primary Licensee may, at its sole expense, add additional lines and/or jacks, but no more than three (3), and said installation shall not cause cosmetic or physical damage to the Premises or any other part of the building. It is Primary Licensee's responsibility to maintain and to repair all said lines.
- 24. LEGAL FEES:** Primary Licensee shall pay all costs, including reasonable attorney's fees incurred by the University in connection with enforcing the obligations of the Primary Licensee and/or Licensee(s) under this License Agreement.
- 25. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**
Federal regulations require property owners to inform their tenant(s) about lead-based paint. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before leasing pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Licensee(s) acknowledge that they have received a way to access a federally approved pamphlet entitled "Protect your family from lead in your home". You may read or download the pamphlet from the following web address: www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure.
- SF State University Disclosure:
Lead-based paint is determined to be present on certain architectural components of University residential structures. The painted surfaces are in good condition, free of cracks, chips gouges or other disturbances to the surfaces. The University is proceeding with certain lead abatement procedure. The University Environmental Health and Safety office (EHS) has records or reports pertaining to lead-based paint and/or lead-based hazards in its housing facility. You may visit the following website for information or a copy of the *San Francisco Lead Hazard Notice for Pre-1978 Dwellings* <https://www.sfdph.org/dph/EH/CEHP/Lead/InfoOwner.asp>.
- 26. DISCLOSURE OF INFORMATION ON ASBESTOS CONTAINING MATERIALS:** Prior to the 1980's, asbestos was a common component of materials used in the construction of hospitals, schools,

offices, industrial construction and residential buildings. Under certain circumstances, the presence of asbestos in buildings may pose a health risk to the occupants. In order to ensure that the public is informed of these risks, the California legislature adopted Assembly Bill 3713, which requires, among other things, that the owner of a building constructed before 1979 inform tenants of the presence of Asbestos Containing Materials (ACM) in the building. The current definition in the statute is that ACM comprises construction materials containing "More than one-tenth of one percent asbestos by weight".

We believe that ACM may exist in the community.

The mere presence of undisturbed and non-friable ACM in a building does not present a health hazard. Exposure to airborne asbestos fibers can cause asbestos-related diseases. Asbestos is listed under Proposition 65 as a chemical known to the State of California to cause cancer. To comply with Proposition 65, the University has posted notices in the building. There are uncertainties about the level of exposure, which can cause disease. If you wish to obtain further information regarding potential health risks or impacts of asbestos, please contact your local or state public health agencies.

Asbestos can release fibers if disturbed. Certain general procedures and handling restrictions are necessary when dealing with ACM. It is important that the materials not be moved, drilled, bored, sanded, cored, broken, or otherwise disturbed in order to prevent and minimize potential release of asbestos fibers. Such activities may present a health risk and should not be attempted by any person who is not trained in the handling and disposal of ACM.

27. DISCLOSURE OF PRESENCE OF MOISTURE/MOLD/MILDEW & VENTILATION INSTRUCTIONS

Due to coastal and other conditions, Licensee(s) hereby acknowledges that there is a likelihood of developing moisture, mold, or mildew at the premises. Licensee(s) further acknowledge that their maintenance practices may create or increase the level of moisture, mold, and mildew at the premises.

Licensee(s) agree to examine, clean, and maintain the premises regularly in order to keep it free of any moisture, mold or mildew. Licensee(s) further agree to immediately notify Employee & Family Housing in writing in the event Licensee(s) notice the development of moisture, mold, and mildew at or about the premises.

Furthermore, Licensee(s) agree to defend, hold harmless and indemnify University from any claim, cause of action or complaint by a third party (i.e. a person who is not a party to this License Agreement) relating to any personal injury, property damage, or other damage alleged to have been caused, entirely or in part, by exposure to moisture, mold and/or mildew due to any negligent act or omission on the part of the Licensee(s).

By signing this Agreement, Licensee(s) acknowledge that they are satisfied that the premises are safe and free from moisture, mold and/or mildew at the time Licensee takes possession. Licensee(s) further agree that it is the sole responsibility of Licensee(s) to take reasonable measures to ensure that the demised premises remains free of moisture, mold, and mildew at all times.

In consideration of their mutual promises, University and Licensee(s) agree that this Agreement is hereby incorporated into the License Agreement as though fully set forth herein.

Licensee(s) acknowledge that it is necessary for Licensee(s) to provide appropriate climate control, keep the unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the unit. Licensee(s) agree to clean and dust the unit on a regular basis and to

remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Licensee(s) agree not to block or cover any of the heating and ventilation ducts in the unit. Licensee(s) also agree to immediately report to the University: (i) any evidence of a water leak or excessive moisture in the unit, as well as any storage room, garage or other common area; (ii) any evidence of mold, or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area, or that returns after cleaning the area; (iii) any failure or malfunction in the heating or ventilation system in the unit; and (iv) any inoperable doors or windows. Licensee(s) further agree that they shall be responsible for damage to the unit and Licensee's property as well as personal injury to Licensee(s) and Occupants resulting from Licensee's failure to comply with the terms of this Agreement.

A default under the terms of this Agreement shall be deemed a material default under the terms of the License Agreement, and the University shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the License Agreement shall remain unchanged.

28. MEGAN'S LAW

The California Department of Justice, Sheriff's Departments, and Police Departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities, maintain for public access, a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. This database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a 900-telephone service. Callers must have specific information about individuals that they are checking. Information regarding neighbors is not available through the 900-telephone service.

PART III: Rules and Regulations

- 1.0 Subletting and Assignment:** No portion of the rental unit shall be sublet, nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of University, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law. Resident is prohibited from offering all or part of the rental unit for short-term rental, such as through AirBNB, VRBO or other such sites. Any person who is not named as an Occupant in this Agreement or Resident who signed this Agreement, who occupies any portion of the rental unit, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights) is not a Guest. This constitutes attempted subletting or assignment under this Agreement, and is, at the election of University, irremediable breach of this Agreement and cause for immediate termination.
- 1.1a Alcohol Possession, Transportation, Consumption, Alcoholic Beverages and Other Substance Use:** The use of alcoholic beverages must be in compliance with California State Law and is limited to those persons 21 years of age or older. Alcoholic beverages may not be consumed in public areas (any area outside residences). Primary Licensee or Licensee(s) under the age of 21 are not permitted to host guests or residents of any age who are in possession of alcohol. Primary Licensee or Licensee(s) over the age of 21 who host guests, roommates, or residents under the age of 21 in their apartments will have their alcohol emptied out and all guests will be asked to disperse the apartment.
- 1.1b Alcohol Paraphernalia:** Kegs and other similar over-sized containers are expressly prohibited in or around the Community. Possession of alcohol paraphernalia (empty bottles, cans, cocktail shakers, etc.) connote alcohol consumption and are therefore not permitted in Community buildings by residents under the age of 21. Possession of a keg or cache of alcohol deemed a “common source” may result in license termination.
- 1.1c Alcohol Consumption and Other Use:** In UPN and UPS, the use of alcoholic beverages must be in compliance with California State Law and is limited to those persons 21 years of age or older. Alcoholic beverages may not be consumed in public areas (any area outside student rooms). Returning to the community under the influence of or in a manner that negatively affects the community is prohibited.
- 1.2 Bicycles, Hover Boards, Skates, Scooters and Skateboards:** Bicycles, hover boards, skates, scooters, unicycles, and skateboards must be kept in designated areas and their use is not permitted on campus grounds, patios, or other posted areas. Bicycles, skates, scooters, and skateboards may be confiscated if left or ridden in unauthorized areas. Any bicycles found locked to railings, lampposts, etc. are subject to removal and confiscation. Hover boards are not allowed to be stored inside the residential community.
- 1.3 Building Exterior:** Posting of unapproved signs or erecting of antennas or any other object on the exterior of buildings is prohibited. No alteration that affects the building’s appearance shall be permitted without prior written approval.
- 1.4 Candles, Flammable Materials, Incense, and Open Flames:** In accordance with California State Fire Codes, open flames are prohibited. Possession or burning of flammable materials is prohibited inside any of the buildings in the Community. No fuel powered motor vehicles or associated parts are permitted within any buildings in the Community for use, maintenance, repair, or storage. Arrangements may be made with Employee & Family Housing for special purposes that may require use of an open flame.
- 1.5 Circuit Breaker Panel:** In spaces containing a Circuit Breaker Panel, all items must be kept away from the wall and shall not block the Breaker Panel.

- 1.6 Commercial Solicitation, Advertising, Promotion and Transactions:** Commercial solicitation, advertising, publications, and commercial transactions are prohibited in all areas. Unapproved solicitation, filming, or publicity is prohibited in or around the Community. This regulation extends to all forms of technology [video cameras, camera phones, etc.] used in filming or photography for commercial use or publication.
- 1.7 Conduct Expectations:** Violations or attempted violations of the Employee & Family Housing License Agreement may result in revocation of the License Agreement and other disciplinary and/or administrative action. All Licensees may be held responsible, under the current License Agreement, for policy violations occurring during prior license periods. Licensee(s) and/or occupants are held responsible for their own actions and for soliciting or assisting another's involvement in any community or University policy violation.
- 1.8 Cooking:** All cooking must be confined to the kitchen. Cooking is not permitted in any other parts of the Apartment or elsewhere within the facilities. BBQ on the patio or areas where there is a BBQ provided by the University is permissible. BBQ must be at least 10 feet away from any structure.
- 1.9 Damages and Repairs:** Primary Licensee or Licensee(s) agree to give reasonable care to their apartment and ensure sanitary and safe conditions acceptable to University. Primary Licensee and Licensee(s) are responsible for the removal of their own trash, recycling and composting to a centralized collection area in their complex. Primary Licensee and Licensee(s) agree to pay for any damages to University property willfully or negligently caused by the Primary Licensee, Licensee(s) or their guest(s). Primary Licensees are collectively responsible for paying for damages to the building and for damaged equipment, which occur within common areas. If damage in common areas 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 Community, the Primary Licensees of the complex will be charged collectively. Primary Licensees are financially responsible for any damage to their apartments other than normal wear and tear. University Property Management will make all repairs. Primary Licensee and/or Licensee(s) are not permitted to make or contract for repairs.
- 1.10 Dangerous Devices:** Possession, use or threatened use of firearms, ammunition, explosives, firecrackers, hunting knives, dangerous chemicals, or any other objects as weapons on University property except as expressly authorized by law or University regulations is prohibited. Misuse of personal defensive devices (e.g., mace, pepper spray, electroshock weapons, etc.) is prohibited. Misuse of laser pointers is prohibited. Air weapons are considered "near lethal" and as such are not allowed on campus. Possession of air soft weapons is grounds for termination of License Agreement.
- 1.11 Deliveries:** The University is not responsible for the delivery or acceptance of, damage to or loss of messages, packages, mail or other material left at entrances to the building or elsewhere on the premises.
- 1.12a Drug Sale or Manufacturing:** In accordance with State and Federal law, sale or manufacturing of any illegal or controlled substance or of prescription drugs other than for the person to whom they are prescribed, is prohibited in the facilities and on campus and may lead to License Agreement revocation.
- 1.12b Drug Possession and Paraphernalia:** In accordance with State and Federal law, possession of any illegal or controlled substance or prescription drugs other than for the person to whom they are prescribed, is prohibited in the facility and on campus. Possession or use of drug paraphernalia is also prohibited in the community. Drug paraphernalia includes 'bongs', pipes, and/or other devices that may be used to facilitate the consumption or use of illegal drugs. Any paraphernalia found will be confiscated. Possession of medical marijuana cards are not recognized on campus and in the facilities.
- 1.12c Drug Use or Consumption:** In accordance with State and Federal law, use of any illegal or controlled

substance or abuse of prescription drugs other than their intended use for the person to whom they are prescribed, is prohibited in the facility and on campus. Use of marijuana is not permitted on campus. Returning to the community under the influence of or in a manner that negatively affects the community is prohibited.

- 1.13 Electrical Appliances:** All appliances or electrical devices should be compatible with 110 volts 60-cycle AC and be UL approved. Extension and multi-plug adapters are prohibited. When power strips are used, circuit breakers and reset buttons are required.
- 1.14 Eligibility:** If during the term of this license, the Primary Licensee's employment or matriculation with the University is terminated or otherwise ends, whether voluntarily or involuntarily, the License Agreement shall automatically terminate after the severance or termination of primary resident's affiliation with the University. Resident must notify Employee & Family Housing of any change in status in writing within five calendar days of that change. All assignments to a housing space are contingent upon active affiliation at San Francisco State University. Any individual convicted of a felony and/or crime demonstrating violent anti-social behavior may be denied permission to use University facilities.
- 1.15 Fire Alarms and Drills:** Fire alarm testing will be held periodically to ensure Primary Licensee or Licensee(s) are familiar with the alarm and the emergency building evacuation plan. All persons must leave the building whenever a fire alarm sounds.
- 1.16 Fire Hazard Inspection:** The Fire Marshal or a representative will conduct inspections for fire hazards once a year and will return for spot inspections once a year. Primary Licensee or Licensee(s) will be given at least 24-hour notice and must grant access for these inspections.
- 1.17 Fire Safety Equipment:** Primary Licensee or Licensee(s) acknowledges the Premises are equipped with operable smoke detectors. Tampering with fire equipment, activating false alarms, creating a fire hazard, or reckless burning, including the use of firecrackers is cause for immediate housing license termination. Primary Licensee or Licensee(s) is responsible to check smoke detector(s) at least once a month and is required to replace batteries on a regular basis to ensure equipment is operable. Primary Licensee or Licensee(s) must inform Employee & Family Housing immediately in writing of any defect or malfunction of any detectors. Primary Licensee will be charged for any missing or broken smoke detector upon vacating the apartment.
- 1.18 Illegal Gambling:** Illegal gambling is prohibited in the community.
- 1.19 Guest Conduct:** Primary Licensee and/or Licensee(s) are responsible and accountable for the conduct of their guests while on community property, immediate adjacent areas, or at community-sponsored or supervised activities. Employee & Family Housing reserves the right to deny access to any guest whose behavior is deemed inappropriate or disruptive.
- 1.20 Harassment and/or Retaliation:** Abusive behavior directed toward any member of the campus community is a violation of Title V of the California Administrative Code, Section 41301 and is prohibited. Primary Licensee and/or Licensee(s) shall not annoy, molest, or interfere with any other person on the premises or neighboring property. Persistent disputes between neighbors may be referred to mediation.
- 1.21 Keys:** All keys remain the property of the University and may not be duplicated. Licensee(s) are not allowed to loan, sell, or transfer a University key or key card to any person for the purpose of allowing that person access to or use of facilities. Employee & Family Housing will charge the Primary Licensee \$35.00 for each additional key.
- 1.22 Laundry Facilities:** The University assumes no responsibility in the use of laundry equipment or for items lost, stolen, or damaged therein.
- 1.23 Lockouts:** Lockout service is not guaranteed. If the University is able to assist any Primary Licensee and/or Licensee(s) in gaining entry to their Apartment, **Employee & Family Housing will charge the**

Primary Licensee \$100.00 for each lockout.

- 1.24 Noise Policy and Quiet Hours:** The use of amplified equipment in community buildings (with the exception of stereos) or any disruptive level of noise is prohibited at all times. Quiet Hours (the level of noise should be low enough to be conducive to peaceful enjoyment of the community) are in effect from 10:00pm to 8:00 am every day.
- 1.25 Network Policy:** Connection to the University's wireless and Ethernet network is a privilege afforded to members of the community who abide by the University's Acceptable Use Policy. Violations of the Acceptable Use Policy or Copyright Law may result in loss of network privileges.
- 1.26 Parties:** At the discretion of Employee & Family Housing or University Police Department, large gatherings may be requested to disperse, and guests escorted out of the community.
- 1.27 Parking (If available):** Primary Licensee or Licensee(s) shall park in their assigned place only and shall not permit visitors to use parking facilities. Primary Licensee or Licensee(s) must display the Employee & Family Housing parking permit at all times to park in assigned stall. Only vehicles may be parked in garage/parking areas. Motorcycles, motor-driven cycles, and bicycles, etc., shall not be stored in/on patios, or other non-parking areas.
- A) The carport, when provided, shall be used only for the storage of Primary Licensee or Licensee(s) passenger vehicle, but in no event shall it be used for performing maintenance on or repairs to an automobile, or for the storage of any property.
- B) Primary Licensee or Licensee(s) shall only park clean, operable, passenger vehicles in a good state of repair with current State tags. Primary Licensee shall pay for all costs of cleaning and removal of leaking motor oil, transmission and brake fluids, antifreeze, auto lubricants and any other items, which shall be required by the University to be removed from parking stall.
- 1.28 Pets:** Primary Licensee may have an approved pet that is subject to review and approval. Contact the Employee & Family Housing Office for qualifications and approval criteria. All pets may require an additional deposit and monthly pet fee that is due upon approval of the pet.
- 1.29 Privacy Rights:** For SF State enrolled students, in accordance with the federal Family Education Rights and Privacy Act of 1974 (20 U.S.C. 1232g), regulations adopted hereunder (34 C.F.R. 99) and California Education Code Section 67100 et seq., University policy allows the release of personally identifiable information to others (except to verify student status) only with the student's prior consent or in the case of an extreme emergency or where there is clear and imminent danger to the student, to others, or to society (San Francisco State University Bulletin, 2008-2009). For non-student residents, University policy is not to provide any information without written consent or in the case of extreme emergency where there is clear and imminent danger to self, to others or society.
- 1.30 Refuse:** Trash, recycling and compost is to be placed inside designated containers and lids should be kept closed. Licensee(s) are responsible for the general cleanliness and sanitation of their unit. Cardboard boxes and other large refuse should be broken down or folded before being placed in the designated containers.
- 1.31 Relations:** Any Primary Licensee or Licensee(s) who by virtue of their behavior to themselves or others, shows an inability to live in a group setting and refuses intervention, will be asked to leave the community or commit to a behavioral contract which may involve the intervention of other sources as prescribed by the University. Acts of aggression violate California statutes as well as Title V of the California Administrative Code, Section 41301, and are prohibited.
- 1.32 Community Expectations:** In accordance with community policies, all Primary Licensees and/or Licensee(s) are expected to consistently demonstrate the ability and willingness to maintain reasonable relationships with their apartment-mates and neighbors. Primary Licensee and/or Licensee(s) who anticipate or observe violations of community policies are expected to remove themselves from participation and are encouraged to report the violation to staff. Primary Licensee,

Licensee(s) and/or their guests who are present during any community policy violation are considered condoning, supporting, and/or encouraging the policy violation, and will be held responsible for the violation.

- 1.33 Roofs, Ledges and Windows:** Primary Licensee and/or Licensee(s) are not allowed on roofs, including carport roofs, or allowed to climb up the sides of buildings, or to be on the ledges of the buildings. Windows are not to be used as entrances or exits for people or other objects. Tampering with windows or screens and sitting on windowsills is prohibited. Nothing is to be placed, stored, or exhibited on the ledges of the buildings or carport roofs. Removal of window screens is prohibited. Nothing is to be thrown, dropped, or spilled from roofs, ledges, or windows. Throwing objects from windows may result in eviction. Windows in the residential community are visible to the greater University community. Therefore, the University reserved the right to ask residents to remove items displayed to the community that may be considered offensive by one or more persons and that potentially create a hostile environment or unreasonably interfere with individuals academic or career performance.
- 1.34 Room, Apartment, and Common Area Furnishings and Storage:** All room/apartment and common area furnishings must remain in designated areas at all times and may not be placed in storage or in outdoor areas. Removal of state property from University buildings is prohibited. In University Park South, residents shall not leave personal property in the common areas. Patios are not intended for storage. All weather/outdoor patio furniture, charcoal grills [not propane], bikes, and plants may be kept on designated patios in University Park South. Any items deemed by the University to be a visual detraction from the property may be removed at Primary Licensee's expense and/or disposed of. Personal property may not inhibit pedestrian ingress/egress.
- 1.35 Safety:** Primary Licensee and/or Licensee(s) are expected to avoid endangering or causing to be endangered (directly or indirectly) the safety of any person, including self. Examples of safety violations that can lead to License revocation include (but are not limited to) expelling items from the community, bomb threats, the activation of false alarms, tampering with emergency equipment such as security systems or elevators.
- 1.36 Smoking:** San Francisco State University, including the communities (apartments and common areas), is a smoke-free and vapor-free environment. Smoking is not permitted on University property, including electronic cigarettes and vape pens.
- 1.37 Sports Equipment Use:** Playing with any sports equipment, such as balls or Frisbees, as well as skateboarding, rollerblading, and skating is prohibited inside any residence facility.
- 1.38 Staff Requests:** Residents are required to comply with requests from any Housing, Dining & Conference Services, Facilities Services, University Police Department or Residential Life staff member.
- 1.39 Sustainability:** Residents are expected to contribute to a sustainable environment through education of waste practices and reduction of carbon footprint.
- 1.40 Theft/Burglary:** Unauthorized entry into, unauthorized use of, or misuse of campus property and University owned property, by a member of the campus community, and/or theft of, or non-accidental damage to, campus property or property in the possession of or owned by a member of the campus community may result in termination of the License Agreement. The University does not assume legal obligation for damage, theft or loss of personal property. Residents are encouraged to obtain appropriate insurance.
- 1.41 Waterbeds:** Waterbeds are not permitted.