



## **Student Housing License Agreement Terms & Conditions 2022-2023 COVID-19 Addendum**

This Addendum to the Student Housing License Agreement is expressly incorporated into and supplements the Student Housing License Agreement (“License”) terms and conditions for 2022-2023. Before completing and electronically signing this Addendum, please read the provisions carefully. Except as expressly stated herein, this Addendum does not alter any conditions or obligations in the License. This Addendum is effective for the entire academic year, fall through spring terms, or for such portion of the academic year as may remain at the time the License and/or Addendum are signed. In consideration of the mutual covenants, commitments, and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, Licensee agrees as follows:

### **I. Notice and Acknowledgment Regarding COVID-19**

Licensee acknowledges that the SARS-CoV-2 coronavirus pandemic is a worldwide risk to human health. COVID-19 is a highly contagious disease that can spread easily and exponentially and can lead to severe illness or death. According to public health organizations, persons of all ages are at risk. Persons over 65 and those with underlying health conditions are especially vulnerable.

An inherent risk of exposure to COVID-19, or to any SARS-CoV-2 variant (hereinafter referred to collectively as “COVID-19”), exists in any shared or public space where people are present, including on-campus housing. California State University San Bernardino (CSUSB) has taken and will continue to take various measures to address the health and safety of individuals living in on-campus housing. However, those measures will not eliminate the risk of exposure to COVID-19. Accordingly, students who return for face-to-face instruction and who will voluntarily reside in on-campus housing will face a risk of exposure and may contract COVID-19.

To minimize the risk to Licensee and others in on-campus housing, Licensee hereby confirms and agrees:

1. Licensee understands that, although CSUSB has taken and will continue to take various measures to protect against exposure in accordance with federal, state and local health authorities’ mandates and guidelines, those measures will not eliminate all risk, and thus there will remain a risk of exposure to COVID-19.
2. By assuming occupancy, Licensee certifies that, to the best of Licensee’s knowledge, Licensee is not infected with COVID-19.
3. By assuming occupancy, Licensee certifies that Licensee is not experiencing symptoms associated with COVID-19. Symptoms may include, but are not limited to, a loss of taste or smell, fever, severe headaches, severe fatigue or body/muscle aches, unusual gastrointestinal distress, and/or signs of respiratory illness, such as a dry cough, shortness of breath, or difficulty breathing.
4. By assuming occupancy, Licensee certifies that, to the best of Licensee’s knowledge, within the immediately preceding 14 days of initially assuming occupancy, Licensee has not been in personal or close contact (within six feet for a total of fifteen minutes or more) with an individual infected with COVID-19.
5. Licensee understands and agrees that the exclusive purpose for which CSUSB is providing voluntary housing is to enable Licensee to complete and/or participate in a campus educational program, but that participating in housing is not required and is done so on a voluntary basis by Licensee. Voluntarily accessing or allowing access to campus housing could expose Licensee or others to COVID-19.

## **II. Campus Right of Entry**

In addition to the conditions and situations outlined in the License Agreement, Licensee must leave the licensed premises to which Licensee is assigned as reasonably requested during Health and Safety Inspections, custodial services, maintenance repairs, or any other inspection in order to practice safe physical distancing and reduce risk of exposure to COVID-19 (or other infectious diseases) or when entry to the licensed premises is legally required by a CSUSB representative.

## **III. COVID-19 Preparedness**

In addition to any item(s) that Licensee is required to maintain under the License Agreement, Licensee is required to procure and maintain the following healthcare supplies and personal protective equipment, such that these supplies will be accessible to Licensee while on campus and living in campus housing:

1. Hand sanitizer (at least 70% alcohol base);
2. Appropriate face coverings, as defined by state and local health authorities, and the University; and
3. A thermometer.

## **IV. COVID-19 Occupancy Requirements**

1. Licensee agrees to comply with the directives, policies, and orders of CSUSB and the Board of Trustees of the California State University (collectively, the "University"), and state and local health authorities related to COVID-19, as may be amended from time to time during the term of this License and Addendum, including, but not limited to, all requirements for protective masking/face covering, testing, isolation, quarantine, and immunization.
2. Licensee agrees to comply with all applicable federal, state, and local public health laws, regulations, orders, and guidance related to COVID-19, as may be amended from time to time during the term of this License.
3. Licensee agrees to comply with any COVID-19 testing protocols that may be required by the University and to reasonably cooperate with the University in discharging Licensee's obligations under this section.
4. Licensee understands and agrees that COVID-19 immunization including the COVID-19 booster is required by the University as a condition of occupancy, prior to occupying the licensed premises. Licensee agrees to provide the University certification of vaccination within the time period and in the manner requested by the University. Students who seek an exemption based on medical or religious grounds agree and will be required to follow all protocols as instructed by the University.

## **V. Confirmed Positive or Exposure to COVID-19 Procedures**

1. In the event that Licensee develops COVID-19 symptoms, tests positive for COVID-19, and/or is exposed to someone known or believed to be infected with COVID-19, Licensee will notify the appropriate University department and/or staff in compliance with the notification protocols outlined on the University's COVID-19 webpage, found at <https://www.csusb.edu/covid-19>.
2. If Licensee tests positive for COVID-19, Licensee agrees to comply with the directives of the University regarding isolation. In addition, Licensee agrees not to attend in-person classes or activities or to visit other on-campus facilities (including, but not limited to, dining halls) or to end isolation until Licensee has satisfied, in the University's determination, all applicable federal, state, and local public health criteria for discontinuing isolation.
3. Licensee acknowledges and agrees that a medical authority, which may be the Student Health Center or other medical authority approved by the University, will determine where Licensee may self-isolate on-campus or if Licensee must be referred to an off-campus healthcare facility, depending on the severity of Licensee's symptoms. Licensee agrees to cooperate with any directive issued by Student Health Center or by a medical authority approved by the University under this section.

4. Failure to comply with the terms and conditions of this COVID-19 Addendum to License Agreement may result in the termination of the License Agreement, removal from Student Housing, and/or disciplinary action pursuant to CSU Executive Order 1098.

## **VI. Housing and Residential Education Health and Safety Measures**

All members of the University residential community must act in a manner that demonstrates respect and consideration for the health and safety of all community members. Licensees are prohibited from creating a health and safety hazard. To reduce the spread of COVID-19 (or other illnesses) and to protect the health and safety of the entire community, the following will apply:

1. The Licensee is required to keep themselves informed of all current guidelines as updated and to follow the guidelines provided by the University relating to illness while on and off-campus. Guidelines include, but are not limited to, visitor/guest restrictions, restrictions on gatherings, wearing a face-covering or other personal protective equipment, diagnostic and surveillance testing, or screening such as temperature checks, cooperation with contact tracing, disinfection and cleaning protocols, quarantine/isolation requirements, or quarantine requirements imposed following travel, COVID-19 vaccination and booster.
2. Roommate Agreement: In the case where the Licensee has been assigned a roommate or apartment-mates(s), the Licensee is required to complete an electronic Roommate Agreement. The Roommate Agreement will outline expectations for, but not limited to, cleanliness, and health precautions related to sharing space in a room or an apartment.
3. Guests and Visitors: Based on directives, policies, and orders of CSUSB and the Board of Trustees of the California State University (collectively, the "University"), and state and local health authorities related to COVID-19 there may be times when guests and visitors, who are not current students living in on-campus housing, will not be permitted within Housing facilities, including overnight. At that time, guest and visitor restrictions will remain in place until the University deems it safe to lift these restrictions in consultation with San Bernardino County Department of Public Health and University health professionals.

Guests and visitors are defined as family members, non-residential University students (commuters), and individuals not affiliated with the University. An exception could be made during the move-in and move-out process. During move-in and move-out, the Licensee could be limited to the number of helpers approved and communicated in advance by DHRE. All helpers assisting a Licensee will be required to comply with all housing policies and all University policies and procedures.

4. Cleaning: DHRE will continue to implement and modify its cleaning protocols to address COVID-19 or other public health matters in the interest of attempting to minimize the spread of disease. DHRE will educate/inform the Licensee on appropriate cleaning protocols within their assigned spaces in an attempt to reduce the spread of COVID-19 within the residential community (<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html>). The Licensee will be responsible for obtaining their own cleaning supplies, as recommended by public health officials, to maintain a clean-living environment within their assigned space.
5. Cookware/Dishes: It is advised that roommates/apartment-mates not share dishes, silverware, pots and pans, and other cooking or food service items while in DHRE residence. It is advised to store kitchenware in separate cupboards/spaces within the living unit when possible.
6. Amenities and Common Areas: Access or occupancy numbers may be limited to some amenities and common areas for the health and safety of the community (i.e. community space, lounges, swimming pools, laundry rooms, etc.) This will be based on guidance from health professionals or in accordance with any laws or emergency orders in response to COVID-19.