

**CAL STATE
EAST BAY**

**UNIVERSITY HOUSING
AND RESIDENCE LIFE**

**2023-2024
University Housing & Residence Life
Conduct Policies**



CAL STATE
EAST BAY

University Housing & Residence Life

Mission Statement

The California State University, East Bay (CSUEB) University Housing and Residence Life (UHRL) department in conjunction with the mission of the University and the Division of Student Affairs works to engage all residential students in their holistic development and academic success towards retention, graduation, and future endeavors. UHRL works to sustain this mission by providing student-centered programs, services, and facilities that foster a safe, inclusive and vibrant residential learning community.

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1. Safety and Security

1.1 - Concealment of Violations

Licensees have a responsibility to take appropriate action, which includes, but is not limited to, informing University Housing & Residence Life (UHRL) staff members if they become aware of any policy violations. Policy as specified in CSUEB Standards for Student Conduct (California Code of Regulations - Title 5, section 41301).

1.2 - Cooperation with Staff/Community Requests

1.2a – Cooperation with Staff: Licensee and Licensee's guests are expected to comply with any reasonable request of a University staff member or authorized official. Such requests may include, but are not limited to: producing identification, key, Bay Card, or access token; reducing noise levels; disposing of alcoholic beverages; disposing of drugs and drug paraphernalia; or leaving a location. At any time, any University staff member may make a reasonable request for the overall health and safety of members of the CSUEB community. Policy as specified in CSUEB Standards for Student Conduct (California Code of Regulations - Title 5, section 41301).

1.2b – Cooperation with Community: Licensees are expected to comply with any reasonable requests made by a roommate or UHRL community member. As a member of a community, the rights and compelling interests of the community outweigh those of the individuals. Community concerns include, but are not limited to: lowering loud music, personal belongings usage, or guest over-visitation.

1.3 - Disruptive Behavior/Disorderly Conduct

Any conduct that disrupts the normal order of the community is considered disorderly and is prohibited. Licensee is responsible for Licensee's actions as well as the actions of their guests while in any Student Housing facility or on Student Housing grounds. Policy as specified in CSUEB Standards for Student Conduct (California Code of Regulations - Title 5, section 41301).

1.4 - False Information

Intentionally giving false information to any designated University official or to the University is prohibited. Policy as specified in CSUEB Standards for Student Conduct (California Code of Regulations - Title 5, section 41301).

1.5 - Guests/Visitation

1.5a – Guests: Individuals are considered a non-Licensee of any building that they are not officially assigned to live in. Non-Licensees are not permitted to access any UHRL facility unless escorted by the Licensee. Licensees are considered the hosts of guests and, as such, must accompany guests at all times while in UHRL facilities. Unescorted and unregistered individuals found in UHRL facilities will be escorted off of UHRL property and/or be cited by University Police for criminal trespass. UHRL staff reserves the right to refuse entry to any guests who are believed to be violating any other policy located in this Student Housing License Agreement.

1.5b – Visitation Hours: UHRL visitation hours for all non-building Licensees are as follows:

Sunday-Thursday: 9 AM - 11 PM

Friday & Saturday: 9 AM - 1 AM

Visitation outside of these hours is deemed an overnight stay and must have been approved in advance. See 1.5h for specific overnight guest policies.

1.5c - Guest Entrance: The exterior doors of all the residence halls are locked 24 hours a day. Visitors are only permitted to enter a building with the escort of the host. Entrance by any other means is not permitted. Uninvited

guests are not welcome in the residence halls. Permitting uninvited guests into these areas is in violation of Student Housing security policies.

1.5d – Guest Behavior: Any violations of policy/concerns created by a guest are the responsibility of the sponsoring Licensee. Licensees are expected to inform their guests of all UHRL and CSUEB policies, and will be held judicially and financially accountable for Licensee's guests' actions.

1.5e – Identification: All guests and Licensees must present valid photo identification when asked by a UHRL staff member or UPD. A valid photo identification consists of a driver's license, state-issued identification card, military ID, passport, or Bay Card (for Licensees only). Failure to provide identification will result in the unidentified individual being escorted out of UHRL facilities and the incident referred to UHRL staff for policy violation review.

1.5f – Guest Sign-In: All guests, regardless of relationship to the Licensee (parents, siblings, etc.), must comply with this policy by presenting valid photo identification. All overnight guests must receive approval from UHRL prior to arrival. Any Licensee currently residing within a UHRL facility must also follow the overnight guest request process and policy to stay in any other Licensee's apartment. Licensees in violation of this policy may be subject to cost recovery and other fines, in addition to disciplinary action.

1.5g – Guest Amounts: Due to occupancy requirements, a Licensee may check in a maximum of two guests at a given time, up to a maximum of 16 people in an apartment or 20 people in a suite, including the Licensees residing in those spaces. Overnight guest policy limits 1 overnight guest per bedroom. Guests may not sleep in building lounges or public areas.

1.5h – Overnight Guest(s) Hours: Overnight Guest(s) are defined as anyone in the apartment outside of the Visitation Hours referenced in 1.5 b. Student Housing allows 24-hour visitation for guests, when an Overnight Guest Request form (form is available on Student Housing online portal) has been submitted at least 72 hours prior to arrival. Licensees may have overnight guests stay in Licensee's room for up to three nights total per semester. Apartment and suite occupancy cannot exceed one guest per bedroom.

1.5i – Overnight Guest Approval Requirements: All roommates must be consulted and agree to overnight guests. Licensees may deny their roommates permission to have a guest, but must provide specific reasons why the guest has been denied permission to visit. Although any guest can be denied permission to stay by a roommate, roommates should consider allowing reasonable accommodation to guests in promotion of a harmonious living environment. Licensees have the right to rescind approval of any overnight guest by contacting University Housing Staff, which may lead to removal of the guest. If needed, the Resident Assistant will support revisions to the Roommate Agreement to establish jointly agreed upon visitation guidelines.

1.5j – Overnight Guest Age Restrictions: For the comfort and safety, underage guests, 17 or younger, are not permitted to stay overnight in Student Housing facilities. All specific guest regulations are to be determined and mutually agreed upon by the roommates within each room/suite/ apartment. UHRL facilities are single-person housing units and do not provide family living or accommodations for children, partners, or spouses.

1.5k – Guest Other: Additional restrictions may apply during certain times of the year when heightened security is necessary to protect UHRL facilities and its Licensees, which can include city-wide events or campus events that greatly affect the UHRL facilities and surrounding area and events which create crowd control concerns. UHRL will do everything in its power to notify Licensees as far in advance as possible about such nights, but reserves the right to implement a "No Guest Night" to protect the security of UHRL's Licensees with little notice. All Licensees are expected to comply with temporary policy additions during these times. Roommate/guests' concerns should be taken to a Residence Life Staff member for assistance.

1.5l - No Guest During Extended Breaks: Overnight guests' policies are formally suspended during long campus closure breaks as defined by Fall, Winter, and Spring Breaks.

1.6 - Harassment and/or Assault

UHRL is a diverse community, comprising a myriad of cultures, lifestyles, thoughts, and perspectives. In order to maintain a comfortable environment that both respects and celebrates this diversity, harassment of any kind will not be tolerated. Any form of activity, whether covert or overt, that creates a threatening or harassing environment for any UHRL Licensee, guest, or staff member will be handled judicially and may be grounds for immediate disciplinary action, revocation of the License Agreement, and criminal prosecution. The following policies are in effect for any resident or their guest that are involved in decision making/incidents that may constitute the violation of these policies. Policy as specified in CSUEB Standards for Student Conduct (California Code of Regulations - Title 5, section 41301).

As per CSU Executive Order 1097: All Students have the right to participate fully in CSU programs and activities free from Discrimination, Harassment, and Retaliation. The CSU prohibits Harassment of any kind, including Sexual Harassment, as well as Sexual Misconduct, Dating and Domestic Violence, and Stalking. Such behavior violates University policy and may also violate state or federal law.

1.6a - Prohibited Conduct. The CSU prohibits:

- Discrimination, including Harassment, because of any Protected Status: i.e., Age, Disability, Gender, Genetic Information, Gender Identity or Expression, Nationality, Marital Status, Race or Ethnicity, Religion, Sexual Orientation, and Veteran or Military Status;
- Retaliation for exercising rights under this policy, opposing Discrimination or Harassment because of a Protected Status, or for participating in any manner in any related investigation or proceeding;
- Dating and Domestic Violence, and Stalking;
- Sexual Misconduct of any kind, which includes sexual activity engaged in without Affirmative Consent; and,
- Employees from entering into a consensual relationship with any Student over whom they exercise direct or otherwise significant academic, administrative, supervisory, evaluative, counseling, or extracurricular authority.

The University shall respond promptly and effectively to all complaints of Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking, and shall take appropriate action to prevent, correct, and discipline conduct that violates this policy. This Executive Order is intended to protect the rights and privacy of both the Complainant and the Respondent, as well as other involved individuals. Employees and Students who are found to have violated this policy shall be subject to discipline commensurate to the violation. If Employee discipline is warranted, it shall be administered in a manner consistent with applicable collective bargaining agreements, CSU policies, and legal requirements. Student discipline shall be administered in accordance with 5 Cal. Code Regs. § 41301 and Executive Order 1098, or any superseding executive order.

1.6b - Discrimination. The CSU strives to be free of all forms of Discrimination, including Harassment, because of a Protected Status. It is CSU policy that no Student shall be excluded from participation in, or be denied the benefits of, any CSU program or activity because of any Protected Status.

1.6c - Retaliation. Retaliation against a Student for exercising any rights under this policy or for opposing Discrimination or Harassment because of a Protected Status, Sexual Misconduct, Dating and Domestic Violence, and Stalking, or for participating in any manner in any policy-related investigation or proceeding is prohibited. No victim or witness in related investigations or proceedings will be subject to disciplinary sanctions by the University for related violations of conduct policies occurring at or near the time of the incident unless the University determines the violation was egregious, including but not limited to plagiarism, cheating, academic dishonesty or conduct that places the health and safety of any other person at risk.

1.6d - Dating and Domestic Violence, and Stalking. The CSU prohibits Dating and Domestic Violence, and Stalking. Dating and Domestic Violence, and Stalking are often based on Gender. CSU prohibits all such misconduct whether or not it is based on Gender.

1.6e - Sexual Misconduct. All sexual activity between members of the CSU community must be based on Affirmative Consent. Engaging in any sexual activity without first obtaining Affirmative Consent to the specific activity constitutes Sexual Misconduct and is a violation of this policy, whether or not the conduct violates any civil or

criminal law. Sexual Misconduct is a form of Sexual Harassment and may create a sexually hostile environment that affects access to or participation in CSU programs and activities. CSU prohibits all such conduct whether or not it also amounts to Sexual Harassment. Sexual activity includes but is not limited to kissing, touching intimate body parts, fondling, intercourse, penetration of any body part, and oral sex. Affirmative Consent means an informed, affirmative, conscious, voluntary, and mutual agreement to engage in sexual activity. It is the responsibility of each person involved in the sexual activity to ensure that they have the Affirmative Consent of the other participant(s) to engage in the sexual activity. Lack of protest or resistance does not mean Affirmative Consent, nor does silence mean Affirmative Consent. Affirmative Consent must be voluntary, and given without coercion, force, threats or intimidation. The existence of a dating or social relationship between those involved, or the fact of past sexual activities between them, should never by itself be assumed to be an indicator of Affirmative Consent. A request for someone to use a condom or birth control does not, in and of itself, constitute Affirmative Consent. Affirmative Consent can be withdrawn or revoked. Consent to one form of sexual activity (or one sexual act) does not constitute consent to other forms of sexual activity. Consent given to sexual activity on one occasion does not constitute consent on another occasion. There must always be mutual and affirmative consent to engage in sexual activity. Consent must be ongoing throughout a sexual activity and can be revoked at any time, including after penetration. Once consent is withdrawn or revoked, the sexual activity must stop immediately. Affirmative Consent cannot be given by a person who is incapacitated. A person is unable to consent when they are asleep, unconscious or are incapacitated due to the influence of drugs, alcohol or medication so that they could not understand the fact, nature or extent of the sexual activity. A person is incapacitated if they lack the physical and/or mental ability to make informed, rational decisions. Whether an intoxicated person (as a result of using alcohol or other drugs) is incapacitated depends on the extent to which the alcohol or other drugs impact the person's decision-making ability, awareness of consequences, and ability to make informed judgments. A person's own intoxication or incapacitation from drugs or alcohol does not diminish that person's responsibility to obtain Affirmative Consent before engaging in sexual activity. A person with a medical or mental disability may also lack the capacity to give consent. Sexual activity with a minor (a person under 18 years old) is not consensual, because a minor is considered incapable of giving consent due to age. It shall not be a valid excuse that a person affirmatively consented to the sexual activity if the Respondent knew or reasonably should have known that the person was unable to consent to the sexual activity under any of the following circumstances:

- The person was asleep or unconscious;
- The person was incapacitated due to the influence of drugs, alcohol or medication, so that the person could not understand the fact, nature or extent of the sexual activity;
- The person was unable to communicate due to a mental or physical condition.

It shall not be a valid excuse that the Respondent believed that the person consented to the sexual activity under either of the following circumstances:

- The Respondent's belief in Affirmative Consent arose from the intoxication or recklessness of the Respondent;
- The Respondent did not take reasonable steps, in the circumstances known to the Respondent at the time, to ascertain whether the person affirmatively consented.

1.6f - Consensual Relationships. Consensual relationship means a sexual or romantic relationship between two persons who voluntarily enter into such a relationship. While sexual and/or romantic relationships between members of the University community may begin as consensual, they may evolve into situations that lead to Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating or Domestic Violence, or Stalking subject to this policy. A CSU Employee shall not enter into a consensual relationship with a Student or Employee over whom they exercise direct or otherwise significant academic, administrative, supervisory, evaluative, counseling, or extracurricular authority. In the event such a relationship already exists, each Campus shall develop a procedure to reassign such authority to avoid violations of this policy. This prohibition does not limit the right of an Employee to make a recommendation on personnel matters concerning a family or household member where the right to make recommendations on such personnel matters is explicitly provided for in the applicable collective bargaining agreement or MPP/confidential personnel plan.

1.6g – Technological Harassment: Technological harassment encompasses any of the above behavior that has been directed to any community member through technological websites or devices.

1.6h - Assault: Assault is “any act of physical intimidation, physical force or physical violence, or the threat of physical force or physical violence, that is directed against any person or group of persons.” This may include, but is not limited to: unnecessary and/or inappropriate touching, pinching, using suggestive gestures or body language, hitting, punching, slapping, or blocking someone’s path.

1.7 - Identification

1.7a – Possession of Identification: Licensees and guests must carry identification at all times while in the residence halls, suites, apartments, Dining Commons, or any UHRL property. Licensees are required to carry and provide appropriate CSUEB photo identification upon request by a University staff member.

1.7b – Presentation/Use of Identification: The following are prohibited: failing to present ID; presenting fabricated, falsified, or misrepresentative ID; permitting others to use IDs for the purpose of improperly gaining access, use of equipment, or any other services in the residence halls, rooms, suites, apartments, Dining Commons, or any other Student Housing facilities.

1.7c – Lost Identification: Licensees must report lost or damaged Bay Cards to the Access Office. The charges for lost or damaged cards are as follows: first replacement will cost \$25, the second will cost \$50.00, the third will cost \$75.00, and the fourth and subsequent replacement ID cards within the academic year will cost \$100.00. Additionally, on the third replacement card, the incident will be documented and the Licensee will be referred to the UHRL staff for policy violation review.

1.8 - Passive Involvement

Licensees are responsible for choices they make. In the presence of a policy violation, Licensees may attempt to stop the violation, contact UHRL Staff and/or immediately remove themselves from the scene of the policy violation. If a Licensee chooses to remain at the scene of a policy violation, Licensee will be included in the Incident. Report and referred UHRL staff for policy violation review. Policy as specified in CSUEB Standards for Student Conduct (California Code of Regulations - Title 5, section 41301).

1.9 - Recording Devices

Policy as specified in CSUEB Standards for Student Conduct (California Code of Regulations - Title 5, section 41301).

1.9a – Facilities Recording: Making, attempting to make, transmitting, or attempting to transmit audio or video on Student Housing property for commercial or educational purposes (other than programmatic) are prohibited. Prior written approval is required by the Director of UHRL, or a designee. Recording programs and events must be verbally pre-approved by the Program Presenter(s).

1.9b – Privacy Recording-Personal Facilities: Making, attempting to make, transmitting, or attempting to transmit audio or video of any person(s) on Student Housing property in bathrooms, showers, bedrooms, or other premises where there is an explicit expectation of privacy, without the knowledge and consent of all participants subject to such recordings, is prohibited.

1.9c – Privacy Recording-Communication: Students are expected to respect the reasonable expectations of privacy of other individuals within the Student Housing community. Accordingly, students are not permitted to make or attempt to make audio or video recording of private, non-public conversations and/or meetings on University premises, without the knowledge and consent of all participants subject to such recordings. In such circumstances, the use of undisclosed hidden recording devices is prohibited, as is the transmission and/or distribution of any such recordings. This provision does not extend to the recording of public events or discussions, or to recordings made for law enforcement purposes.

1.10 - Social Gathering

1.10a – Social Gathering Definitions: Host(s) are defined as all Licensees present at a gathering. Guests of a gathering are defined per 1.5a of the Guest Policy. A Social Gathering is defined as a gathering in a Student Housing facility at which there are between ten (10) to sixteen (16) people in the Apartments and between sixteen (16) to twenty (20) people in the Suites. Social Gatherings must be held in compliance with all state laws and University policies.

1.10b – Social Gathering Restrictions: Social Gatherings are prohibited during 24-hour quiet hours, on days preceding class days, and during break periods. All Social Gatherings must abide by the University Housing Policies. Social Gatherings with over sixteen (16) people in the Apartments and twenty (20) people in the Suites are prohibited. Exceptions to this policy are made for any UHRL sanctioned/approved event or program.

1.10c – Host Requirements: Hosts are responsible for ensuring that individuals attending a Social Gathering are abiding by UHRL Policies. Hosts of a Social Gathering can be held additionally responsible judicially or financially, for any violations of UHRL Policy and/or damage to UHRL facilities. Hosts are responsible for the actions of any Non-Licensed Guest.

1.10d – Guest Requirements: All Guests are required to abide by UHRL Policy. Guests that are Licensees of a UHRL facility will be held responsible for any violations of UHRL Policy and/or damage to UHRL facilities.

1.10e – Public Space Usage: Official use and access of any public space in UHRL is only available to UHRL staff and approved UHRL groups. If space is not reserved, residents may use it for personal use. Residents may not use public spaces for official meetings, programs, or events unless approved by UHRL. Non UHRL Individuals/Groups must partner with a UHRL staff in order to reserve and use any public space. This usage is limited to programmatic and training events. Individuals/groups that are not able to partner with a UHRL staff/leadership group must contact the UHRL Assistant Director to seek approval for the usage of any space. Exclusive use of the community rooms for private parties, events, programs, meetings, etc., is not permitted. Usage of any public space must be made available to any and all UHRL Licensees based on official usage times. Approved/scheduled programs, events, meetings, etc., are the only exception to this availability.

1.11 - Surveillance Cameras

Unmonitored surveillance cameras are located in the stairwells and other common areas (e.g., lobby, lounge, laundry room, hallways, dining facilities, etc.) for the protection of Licensees. Exterior cameras may monitor outside areas near the residence halls. Licensees may not install personal surveillance cameras within the UHRL facilities or grounds. Licensees are not allowed to tamper with any university surveillance cameras. Footage is only used for investigation purposes and will not be provided to the Licensee. Financial restitution and a referral for policy violation review will be assigned to any individual found responsible for violating this policy.

1.12 - 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. Any accidental damage to campus property or property in the possession of, or owned by, a member of the campus community resulting from the theft or unauthorized usage of said property is the responsibility of the violator. Policy as specified in CSUEB Standards for Student Conduct (California Code of Regulations - Title 5, section 41301).

1.13 - Throwing Objects

Any item(s) (including balls, sports equipment, etc.) may not be used for their intended purpose inside a UHRL facility. No object may be thrown, projected, or dropped from a window, balcony, or opening. Window screens must be left intact (Refer to Patios/Balconies/Windows/Screens). Objects thrown/propelled from windows, balconies, or openings that are specifically

projected to cause harm to any community member will be referred to UHRL Staff for policy violation review and may be referred for additional criminal/legal action. Any damage(s) caused by the violation of this policy will be assigned to any licensees found responsible for the violation. Examples include, but are not limited to: cigarettes, bodily fluids, garbage, etc. Licensees who permit any item (liquid or solid) to fall, drop or be thrown from any residence facility window will be in violation of UHRL policy.

1.14 - Unauthorized Entry

Policy as specified in CSUEB Standards for Student Conduct (California Code of Regulations - Title 5, section 41301).

1.14a – Unauthorized Use/Occupancy: Licensees are not allowed in any other bedroom, suite, or apartment unless invited by the official occupant of that specific bedroom, suite, or apartment. Unauthorized entry and/or occupancy of vacant bed space(s) and/or bedroom(s) is prohibited.

1.14b – Unauthorized Public Space(s): Licensees are not permitted in attics or mechanical rooms, or on the roofs or ledges of any property of UHRL.

1.14c – Unauthorized Non-Licensee Entry: Any CSU East Bay student that is not a licensee within UHRL facilities that is not being hosted by a licensee will be escorted out by UHRL staff or University Police Department (UPD). The individual will be referred to UHRL staff to policy violation review or to the Student Conduct, Rights and Responsibilities office for judicial review.

1.15 - Weapons/Dangerous Items

1.15a – Definitions & Prohibited Items: Possession of weapons and explosives and/or replicas thereof, including, but not limited to: fireworks, firearms, live ammunition, BB guns, pepper spray, tasers, paintball guns, air pellet guns, toxic substances, highly flammable substances, and stink bombs is prohibited. Any knife having a blade longer than five inches is prohibited from use or storage in the residence halls (exceptions may be made for traditional kitchen knives that may only be used and stored in the kitchen or kitchenette). Possession of these items may result in immediate revocation of the License Agreement. Policy as specified in CSUEB Standards for Student Conduct (California Code of Regulations - Title 5, section 41301).

1.15b - Report Response: Reports of weapons/dangerous items submitted to UHRL staff and/or University Police Department (UPD) will result in an inspection of the suite/apartment performed by UHRL staff and/or UPD. Any weapons/dangerous items found will be confiscated by UHRL staff/UPD. Any weapons/dangerous items confiscated by UHRL staff will be turned over to UPD.

2.0 Health and Welfare

2.1 – Alcohol

Policy as specified in CSUEB Standards for Student Conduct (California Code of Regulations - Title 5, section 41301).

2.1a – California State Law: California state law prohibits alcoholic beverages from being sold, furnished, or given to any person under the age of 21.

2.1b – Alcohol Consumption: A Licensee who is at least 21 years of age and elects to consume alcohol in UHRL may do so only if all those present in the room are over 21 years of age, including all roommates. No individual(s) under the age of 21 is allowed to consume alcohol on any UHRL property.

2.1c – Alcohol Intoxication: Licensees are prohibited from being under the influence of alcohol (if below legal age). Licensees exhibiting behavior (smell, speech, and/or other noticeable behavior) that would classify them under the influence may be documented. UHRL staff will contact University Police Department (UPD) to assess if an

individual needs to be medically transported due to intoxication. Licensees medically transported are responsible for all costs associated with the medical transport.

2.1d – Alcohol Presence: If at least one Licensee of a suite, room, or apartment is under 21 years of age, no alcohol is permitted in the common areas of that apartment, suite, or room. Alcohol may only be consumed or stored in the bedroom if all Licensees in that room are 21 years of age or older. No individual(s) under the age of 21 is allowed to be present when alcohol is present.

2.1e – Age Requirement: If all Licensees occupying a room, apartment, or suite are over 21 years of age, alcohol is permitted in the living space. No individual(s) under the age of 21 is allowed to be present when alcohol is present.

2.1f – Open Containers: No possession, transportation (in plain view), or consumption of open containers of alcoholic beverages are permitted in building common or public areas by any person, regardless of age.

2.1g – Alcohol Transport: Licensees who are of age may transport unopened alcoholic beverage containers to their apartment or bedroom in a concealed bag/box.

2.1h – Common Source: Kegs or other “common source” containers such as party balls or beverage coolers used as mixing units are not permitted in the Student Housing facilities.

2.1i – Alcohol Decoration: No empty alcoholic beverage containers may be kept in the room as decorations, regardless of the age of the Licensees occupying the unit.

2.1j – Disposing of Alcohol: Any alcohol found that violates the CSUEB alcohol policy or any of the above UHRL policies, regardless of the age of the owner, must be disposed of under the supervision of a UHRL staff member. Failure to do so and to cooperate with the requests of a UHRL staff member will result in additional judicial sanctions.

2.2 – Drugs

Policy as specified in CSUEB Standards for Student Conduct (California Code of Regulations - Title 5, section 41301).

2.2a – California Law: The possession, use, distribution, sale, or manufacture of illegal drugs/narcotics is prohibited by state law and University policy. Such drug activities are not permitted and will not be tolerated in UHRL facilities or surrounding University facilities/parking lots. Violations of this policy may result in immediate revocation of the individual’s License Agreement.

2.2b – Federal Law: Cal State East Bay, like all colleges and universities, are held to two federal laws, the Drug-Free Schools and Community Act and the Drug-Free Workplace Act. These laws say that in order to receive any federal funding (work-study, financial aid, and federal research grants), the university must prohibit all illegal drugs. Since marijuana is still illegal under federal law, it remains an illegal substance to possess, sell or use. Cal State East Bay must therefore continue to prohibit its use, possession or sale on campus as well. This policy is specific to the residence halls and all other UHRL facilities. This will be enforced by UHRL staff and supported by the University Police Department. UHRL staff will contact UPD in situations where an officer’s presence is needed. Violations of this policy may result in immediate revocation of the individual’s License Agreement. .

2.2c – Marijuana Presence: Marijuana in any form is prohibited in UHRL facilities and/or surroundings, University facilities, grounds, and parking lots. Medical Marijuana Cards are not an exception as marijuana in any form is prohibited in UHRL facilities and/or University facilities, grounds, and parking lots. The smell of marijuana and/or the presence of other evidence that confirms the use of marijuana on UHRL property will be sufficient to hold the Licensee(s) accountable for a violation of this policy. Any Licensee(s) found responsible for damage to furniture, bedroom, room, suite, or apartment due the presence or smell of marijuana will be financially responsible for such damage. Licensees who smoke within UHRL facilities are in violation of the License Agreement and University policy. A smoking assessment will be completed by a UHRL staff member and/or Building Coordinator. If, during the assessment, it is determined that the space needs to be professionally cleaned to rid the apartment/suite/bedroom of the smell, all individuals responsible for actively smoking will split the cleaning fees assessed. Violation to this policy may result in immediate revocation of individuals’ License Agreement

2.2d – Drug Paraphernalia: Drug paraphernalia including, but not limited to: pipes, water bongs, vaporizers, hookahs, grinders, and rolling papers are prohibited within UHRL facilities and UHRL property. Any drug paraphernalia found will be confiscated by UHRL staff, and turned over to University Police Department (UPD).

2.2e – Prescription Drugs: The sale or inappropriate usage of prescription drugs is prohibited on any UHRL property. This policy includes prescribed marijuana regardless of having a medically approved prescription card. Violation to this policy may result in immediate revocation of the individuals' License Agreement. Violation to this policy may result in immediate revocation of the individuals' License Agreement.

2.2f – Drug Intoxication: Licensees are not allowed to be under the influence of drugs. Licensees exhibiting behavior (smell, slurred speech, and/or other noticeable behavior) that would classify them under the influence, and will be referred to UHRL for policy violation review. UHRL staff will contact University Police Department (UPD) to assess if an individual needs to be medically transported due to **intoxication**. Licensees medically transported are responsible for all costs associated with the medical transport.

2.3 - Cleanliness

2.3a – Bathroom: It is an expectation that each Licensee assists in maintaining sanitary bathroom conditions. Licensees may not enter bathrooms when closed for cleaning and/or repairs.

2.3b – Cleaning of Room/Suites/Apartments: Licensees are responsible for regularly cleaning rooms/suites/apartments. Failure to maintain living semesters to the expected minimum standard of cleanliness is a cause for revocation of the Student Housing License Agreement. Should a room, suite, or apartment not meet cleanliness standards, Student Housing reserves the right to clean as necessary. Occupant(s) will be charged accordingly.

2.3c – Vacancy Cleaning: In the event that there is a vacant bed space, UHRL reserves the right to enter the facility for cleaning purposes for readiness for a new occupant. Should belongings be found on the vacant bed space/room/apartment, UHRL reserves the right to move/pack belongings and Licensees will be issued a cleaning/room readiness charge.

2.3d – Trash: Under no circumstances are trash cans or trash to be left in the hallways/corridors outside Licensee rooms/suites/apartments or on balconies or patios. All trash must be disposed of in official UHRL trash bins/dumpsters located outside each residence hall.

2.4 – Health and Safety Inspections

2.4a – Wellness Check: Should UHRL receive a reported safety concern for a licensee, UHRL staff and/or University Police Department (UPD) will perform a wellness check to confirm the safety and wellbeing of the licensee.

2.4b – Health and Safety Expectations: Health and safety inspections are conducted in each living environment regularly to promote healthy living, safe conditions, and care for the facilities. UHRL staff will determine the schedule and the amount of health and safety inspections. Licensees are expected to give reasonable care to rooms and furnishings, maintaining sanitary conditions acceptable to the University and/or UHRL. Notice will go up within one week of inspections; Licensees need not be present for inspection to occur. Should a room, suite, or apartment not meet cleanliness standards, UHRL reserves the right to clean as necessary and refer licensee for review of violation of policy. Occupant(s) will be financially responsible for any damage caused or cleaning that must be done due to occupant's actions.

2.4c – Health and Safety Corrections: Corrections of Health and Safety violations requested by UHRL staff must be completed within one week of the inspection and notification. Failure to comply will result in referral to UHRL staff for policy violation review and/or charges to correct the violation. Should a room, suite, or apartment not meet cleanliness standards, UHRL reserves the right to clean as necessary. Occupant(s) will be financially responsible for any damage caused or cleaning that must be done due to occupant's actions.

2.4d – Additional Violations: Other policy violations found at the time of inspection may result in judicial action and/or charges to correct the violation.

2.5 – Fire Safety

2.5a – Combustible Material Storage: The storage of combustible materials (gasoline, charcoal, paint thinner, propane, wax, candle, etc.) within the residential facility, including Licensee rooms/suites/apartments, is not permitted.

2.5b – Smoking: In accordance with Executive Order W-42-93 issued by the Governor of California in February 1993 and S03-6 signed by the University President on May 15, 2003, all smoking (including non-smoke/electronic cigarettes) in state-owned buildings and leased space, including all residence facilities, Licensee apartments, Licensee rooms, patios, and stairwells is prohibited. As of September 1, 2017, smoking on campus is prohibited. It is also prohibited in the City of Hayward per the Municipal Code - Sec. 5-6.04 – Licensees found in violation of the above policies will be referred to UHRL staff for policy violation review. Licensees will be financially responsible for damages or cleaning that must be done due to Licensees actions. Licensees that are aware of smoking occurring in the suite/apartment may be held responsible for the above policies will be referred to UHRL Staff for policy violation review. Violation to this policy may result in immediate revocation of the License Agreement.

2.5c – Fire Alarm/Drill: Licensees are responsible for understanding the evacuation instructions located on the inside of the room/suite/apartment door. All Licensees and guests must evacuate a residential facility immediately when the fire alarm sounds. In addition to judicial sanctions, those who do not evacuate are in violation of University policy and state fire code and may result in a ticket from University Police Department (UPD) or the Hayward Fire Department.

2.5d – Tampering/Misuse of Fire Safety Equipment: The misuses of fire safety equipment is considered violation of policy and will result in referral to UHRL staff for policy violation review, damage charges, and/or legal action (up to \$10,000.00 fine and up to 6 months in prison): Misuse includes but is not limited to pulling fire alarms or fire alarm covers when no fire exists, blocking or propping fire doors, blocking fire stairs, tampering with smoke detectors, tampering with alarm horns, strobes, enunciator or bells, misuse or tampering with sprinkler system heads (including, but not limited to, hanging items from sprinkler heads), tampering with fire exit signs, tampering/damaging fire evacuation instructions, and tampering or improper use of fire extinguishers or fire hoses.

2.5e – Report of Malfunctioning Fire Safety Equipment: Each residence hall unit contains evacuation instructions, a fire extinguisher, and smoke detector for Licensees' safety. Should a unit be missing any items (instructions, extinguisher, or detector) or items are not functioning/illegible Licensees' are required to report the issue immediately to UHRL staff. Contact UHRL staff for additional information about fire safety or if any of your unit's fire safety equipment appears to be malfunctioning.

2.5f – Open Flames: No open flames are permitted in the residence halls or within UHRL property outside of designated areas without official UHRL approval. This includes, but is not limited to: candles, incense, smoking, and the burning of any materials or other flame-emitted articles. Prior, written approval must be obtained from the Housing if this policy is incongruent with religious, cultural, or spiritual beliefs. Safety of the community will take priority in all approval requests.

2.5g – Portable Heaters: The utilization of portable heaters in the residence halls is not permitted unless provided by a University staff member.

2.5h – Halogen Lamps: Halogen lamps/lighting are not permitted.

2.5i – Doors: All unit doors are to be kept closed at all times due to the integrity of the rated corridors. At no time are the doors to be propped open or left ajar. Belongings or room contents may not block the entry or exit of a door at any time.

2.5j – Clear Exit Pathway: Licensees must maintain a clear pathway in which to exit the room, suite, or apartment. At no time should a room’s contents obstruct the exit pathway. This includes placing furniture in obstruction of windows and doors.

3.0 General Health

3.1 - Bedbugs/Pests

UHRL has no knowledge of any bedbugs/pests in rooms or apartments based on annual inspections and treatment. A proof of treatments or inspections is available upon request in the UHRL Office. Accordingly, if a room or apartment or any portion therein is infested with bedbugs/pests during the term of this License and any extension thereof, said bedbug/pest infestation will be presumed to be the fault of the Licensee or the guests of the Licensee. Should bedbugs/pests prove to exist in any facility, it is the responsibility of the Licensee to notify UHRL staff. UHRL will undertake eradication to the room or apartment, including the appliances and fixtures, at the Licensee’s sole cost and expense at the discretion of UHRL. At no time should the Licensee seek a third party for bedbug/pest eradication. In the event of any bedbug/pest infestation, the Licensee shall be responsible for all bedbug/pest eradication with respect to Licensee’s personal property in the apartments, suite, or room. Finally, should the Licensee not be compliant with the treatment plan for bedbug/pest eradication, the Licensee will be responsible for the full cost of any bedbug/pest eradication to related infested common areas or related infestations of other apartments, suites, or rooms.

3.2 - Biohazards

Licensees who inappropriately handle or dispose of biohazards including, but not limited to: medical syringes, blood, and other bodily fluids, may be considered in violation. Licensees should contact UHRL staff for instructions on how to properly dispose of biohazard materials.

3.3 - Communicable Diseases

Any Licensee diagnosed with a communicable disease by the Student Health Center or by a healthcare provider will be sent home during the infectious period, or isolated in an assigned room as directed by UHRL in consultation with the Student Health Center, and/or the Licensee’s healthcare provider (as permitted by the Licensee). It is the responsibility of a Licensee to notify UHRL should they be aware of and/or be diagnosed with a communicable disease. Non-campus housing and travel arrangements are made at the student’s expense. The Student Health Center and/or the Licensee’s healthcare provider will clear the Licensees to return to the UHRL facility, dining services, and classes (in consultation with the Licensee’s healthcare provider, as appropriate). Any Licensee suspected of having a communicable disease could be isolated in Licensee’s room or another assigned room while waiting for a diagnosis. Any Licensee exposed to a communicable disease should make an appointment with a physician at Student Health Center to discuss the possible exposure, symptoms, and treatment (if any treatment is available). Examples of communicable and infectious diseases may include: chicken pox, hepatitis, measles, scabies, tuberculosis and COVID-19. In the instance of an outbreak, UHRL will follow university and local emergency protocols. UHRL response and procedures related to communicable diseases will adapt based on Federal, State and CSU East Bay recommendations/guidelines.

3.4 - Pets

3.4a - Definition of Pet: The health and safety of Licensees is important to the community. Due to concerns for health, safety, sanitation, noise, and humane treatment, the only pets permitted in UHRL facilities are small fish. Fish must be retained in freshwater aquariums that may not exceed 10 gallons in size. Fish environment must be properly

cared for and maintained. Failure to follow the pet policy may result in your pet privileges being revoked and/or judicial action being taken.

3.4b - Definition of Service Animal: A service animal is a dog (or miniature horse) that is individually trained to do work or perform tasks for the benefit of a person with a disability including a physical, sensory, psychiatric, intellectual or other mental disability. A service animal may also be referred to as a guide dog or a signal dog. As part of the contract process it is important that the Licensee(s) note this information prior to submission and/or notify UHRL should one be requested if after move-in. UHRL will follow-up with residents after a request has been submitted. Approval is required from UHRL.

3.4c - Definition of Emotional Support Animal: An emotional support animal is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability or an animal that provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Training or certification (professional or otherwise) is not required for an emotional support animal nor is an emotional support animal restricted by species like a service animal. An assistance animal may also be referred to as a comfort animal or a therapy animal. As part of the contract process it is important that the Licensee(s) note this information prior to submission and/or notify UHRL should one be requested if after move-in. UHRL will follow-up with residents after a request has been submitted. Approval is required from UHRL.

3.4d - Review Process: All emotional support animal requests must be processed by UHRL, and receive formal approval prior to the animal being allowed on UHRL premise. Licensees will be asked to complete the required agreement form to receive approval.

3.5 - 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 Licensees.

4.0 Operations

4.1 - Assignments and Subletting

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

4.2 - Break Closures

During fall, winter, and spring breaks, Licensees who will be gone must unplug all electrical items, remove trash, and complete a break checklist prior to leaving. This includes, but is not limited to: alarms, clocks, hair care appliances, etc. Licensees may stay on campus during any break during your contract. Residents are asked to submit an online Winter Break - Intent to Stay form by stated due date. Additional instructions will be provided closer to the break period. **No overnight guests are permitted during the break periods.**

4.3 - Change of Address

The U.S. Post Office will not forward mail even with submission of a change of address form online. It is the Licensee's responsibility to notify family, friends, credit card companies, etc. of new address in a timely manner as all mail received after check-out will be returned to sender. The University Housing Mailroom will not forward mail.

4.4 - Check-in/Check-out

4.4a – Check In: All Licenses are required to check in to the assigned apartment/suite no later than 10PM by first Tuesday of Fall semester. Licensees must notify University Housing if they wish to check in after the deadline stated above. Call the University Housing Office at (510) 885-7444 for further information. **NOTE: Licensees who fail to check in by the times and dates stated above will be declared "no-shows," forfeit their requested spaces, and are liable for a Cancellation Fee plus prorated rent and meal plan and nonrefundable fees as described in the Payment Information section. If there is no waiting list and the canceled Licensee is still attending CSUEB, Licensee will be charged for the entire License period.**

4.4b – Check Out: All Licenses are required to completely vacate the apartment/suite no later than 2PM by Friday of Finals Week for spring semester. If licensees who are approved to cancel their contract at the end of fall semester, licenses must completely vacate their apartment no later than 2PM by Friday of Finals Week for fall semester. Licensees checking out must communicate their plans with their Resident Assistant and complete any discussed check-out process. Failure to check-out will result in a \$50.00 improper check-out fee in addition to any other damage/cleaning charges assessed. Licensee will be charged an additional \$100.00 per day liquidated damage charges.

4.4c – Academic Year Cancellations: For License Agreement cancellations during the academic year, checkout must occur on date specified on Approval to Vacate notification. Licensees will be charged for rent and meal plan) through the day of official check-out or date that abandonment is confirmed. Licensee must return keys and acknowledge online inventory form within designated time to properly check out. Failure to properly check out will result in a \$50.00 improper check-out charge, removal of all personal property, and possible storage/packing charges and/or may incur \$100.00 per day liquidated damage charges.

4.5 - Communication

All Licensees are automatically enrolled in an email communication list by University Housing & Residence Life. Email is one of the main tools that University Housing & Residence Life uses to communicate with Licensees about many topics, including, but not limited to: general announcements, services, facilities issues, and emergency information. Licensees will be held accountable for the information contained in any and all email communication from Student Housing & Residence Life, and may not opt out of such email communication list.

4.6 - Consolidation

The Housing License Agreement provides opportunities to help these students by using the process of consolidation to create more spaces. Consolidation is the act of reassigning residents from one space into another when specific situations occur including the following: (1) 50% or less occupancy in a suite, apartment, and/or bedroom (2) Safety (3) Administrative needs Our goal is to keep you and your roommate together when consolidating spaces but that is not always possible. During the semester, most consolidations will happen during the 3rd week of the Fall semester. If any additional consolidations are needed they will happen during the semester break period or as administratively as needed. Student Housing reserves the right to change the Licensee's assignment within the Student Housing facilities with a 24-hour notice for reasons of health, Licensees' welfare, administrative necessity, or as a result of administrative action.

4.7 - Dishonored Checks

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

4.8 - Financial Extensions

Licensees who have applied for financial aid should indicate this during the online contracting process. University Housing staff has access to review Licensees' financial aid award offer. Should Licensee accept a sufficient Financial Aid award and have all debts paid, the Licensee will be approved to extend their housing charges until the first Financial Aid disbursement date. Work Study cannot be considered for financial extension eligibility. Licensees who do not have sufficient aid will be responsible to adhere to the original due dates. Financial extensions do not apply to the Initial Payment. Late charges may be assessed if scheduled payments are not made by the extension due dates. Late fees will continue to be assessed throughout the delinquency process.

4.9 - Occupancy/Authorized Capacity

The authorized capacity is based on bed space; the Licensee has licensed a bed space only, and authorized occupancy is one (1) only.

4.10 - Occupancy Types

4.10a – Apartments:

1. PH Double - The double occupancy apartments have 2 bedrooms for 2 occupants each and offer 1 bathroom, a living/dining area, and a kitchen. These apartments are limited.
2. PH Single - The single occupancy apartments have 4 bedroom apartments and offer 2 bathrooms, a living/dining area, and kitchen.
3. PH Triple - The triple occupancy apartments have two bedrooms each and is a room configured for three occupants that has lofted beds and a change in floor plan. These apartments also have 1 bathroom, a living/dining area, and a kitchen.

4.10b –Pioneer Heights Suites:

1. Double Occupancy - Each suite consists of three or four bedrooms, two bathrooms, a common living area, and a kitchenette. Double occupancy rooms are designed and furnished for 2 students. Therefore, 8 to 10 students total will be sharing the suite.
2. Triple Occupancy - Each suite consists of three or four bedrooms, two bathrooms, a common living area, and a kitchenette. Some bedrooms may be triple occupancy rooms, which are designed and furnished for 3 students. Therefore, 8 to 10 students total may be sharing the suite.

4.10c – Showrooms:

Showroom apartments are designated throughout on-campus University Housing in order to allow prospective students and potential new conference groups an opportunity to see inside apartments. The Licensees of showroom apartments make their apartment available for tours during the week throughout the academic year as well as some weekends for university-sponsored events. There is a showroom apartment for each accommodation type available in Pioneer Heights. Licensees living in a showroom apartment must follow strict cleaning and maintenance standards and must remain in good behavioral standing with both the University and the University Housing and Residence Life Department. Program participants are representatives of Pioneer Heights and as such shall seek to represent the area appropriately in all communications and actions and must remain in good academic standing with the University. Licensees of showroom apartments must have their apartment ready for show at least thirty minutes before designated show time. Licensees in showroom apartments will receive cleaning services by professional cleaners once each semester. The Licensees will also be provided with cleaning supplies throughout the year and may be offered additional complimentary services.

4.11 - Deferment of Initial Payment

An initial payment will not be waived under any circumstance. If a student cannot submit the full initial payment, they may request an installment plan for the initial payment. A written request must be submitted to the University Housing Office via the Licensee's Horizon email. A Resident Account Coordinator will review and approve or deny the request.

4.12 - Refunds

Licensee may request a refund under the following circumstances:

1. All University Housing charges for the current fee period are paid in full;
2. There are no outstanding University debts;
3. Payment was not made with a personal check within the last 21 calendar days.

NOTE: Refund is made in the name of the Licensee; refund is generated in four to six weeks and ALL refunds are made in US currency. Refunds can be collected at the Cashier's Office.

Installment fees assessed for Installment Payment Plan or Financial Extensions are not subject to refund after the installment fee has been posted to the Licensee's account. Resident Activity Fees are not subject to refund after the start of the contract period. In the rare case a refund is issued in error, Licensee is required to repay the refund amount.

4.13 - Right of Entry

University Housing staff shall reserve the right to enter the premises occupied by Licensees for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, administrative purposes, or for any other lawful purpose. University Housing shall exercise these rights reasonably and with respect for each Licensee's right to be free from unreasonable searches and intrusion into study or privacy.

4.14 - Room/Apartment/Suite Preparedness

Every Licensee is assigned a specific room and bed space and must occupy only that assigned room and bed space. All unassigned room and bed spaces must be prepared and ready for a new Licensee/roommate AT ALL TIMES or current Licensee will be charged liquidated damage charges and/or the cost of occupying the additional room/bed space.

4.15 - Room and Roommate Changes

4.15a – Room Assignments: University Housing assigns rooms and roommates. Unfortunately, it is not always possible to give everyone his or her first choice. The University Housing staff reserves the right to make assignments and changes as necessary. University Housing understands that roommate conflicts may develop or Licensees may wish to move to a different apartment or room. In order to establish who has checked in, canceled, or delayed check-in date and to ensure all Licensees have moved into proper spaces, no apartment/room changes will occur during the first week of the semester.

4.15b – Room Changes: There is a Room Change Process that occurs beginning the third week of fall semester and second week of spring semester. Licensees should follow instructions on the Room Change Form. The Room Change Form can be picked up and turned into the University Housing Office. Licensees going through this process will receive one free move per academic year, provided availability and that it happens during the official Room Change Process. Licensees wishing to change apartments/rooms during the Room Change Process more than once within an academic year will be charged a \$50 room change fee. A submitted Room Change Form for a room change during the official process does not guarantee approval, and only Licensees who are approved may move. Details on this process will be available at the beginning of the semester. Licensees should not move apartments/rooms unless notified that the request was approved. Failure to go through the correct Room Change process will result in each Licensee who has changed apartments or rooms moving back to the original apartment or room and a fine of \$100.00 per day for moving without approval and Licensees will be referred to University Housing Staff for conduct review.

Any apartment/room changes needed due to extenuating circumstances outside of the designated Room Change Process will be determined by a University Housing Staff. The Licensees involved will then need to complete additional paperwork and will be issued access to new assignment.

4.15c – Room Swap: Licensees may not switch apartments/rooms without approval from University Housing. University Housing provides support and mediation tools for Licensees to first try to resolve the conflict with their roommate. Resident Assistants and the Assistant Area Coordinator/Area Coordinator are all resources for Licensees to try to work through their problems before seeking options for available apartments/rooms swaps. Failure to utilize these resources before requesting an apartment/room change will result in a delay in the process. Additionally, failure to utilize these resources may result in an apartment/room change not being approved. Options for room changes are also dependent on available occupancy and may not have openings at time of requests.

4.15d – Roommate Conflict/Cooperation: University Housing staff is available to assist Licensees with roommate issues that may arise, but are not intended to solve the problems for Licensees. Licensees are expected to communicate openly and honestly with one another and make a genuine effort to resolve issues before going to the RA. If the Licensees and RA cannot resolve the situation, the Licensees will be referred to the Assistant Area Coordinator/Area Coordinator. **If any Licensee refuses to participate in any form of mediation, it is a violation of this policy/process and any apartment/room change will not be considered until a good faith effort is made by Licensee(s).**

4.15e – Roommate Agreements: To assist in the communication process, the creation of a roommate agreement for each apartment/suite/room is required. The roommate agreement is a process involving all suitemates and the RA. and Licensees are encouraged to put thought and effort into responses to be sure they are accurate. Any changes to the roommate agreement may be facilitated by a Resident Assistant at any time during the academic year. Roommate Agreements must be completed no later than the fourth week of the beginning of the semester. If Licensees move at any time, agreements will be expected to be modified within one week of the room change. Agreements can be accessed by Licensees and Residence Life Staff. Once Licensees have explored all of the options in resolving the conflicts, the last step is a meeting with an Assistant Area Coordinator/Area Coordinator to discuss a room change. Licensees who fail to complete the roommate agreement within the deadline will not be eligible for a room change.

4.15f – Room Change Fee: A fee will be assessed for any apartment/room change. Residents going through a Room Change Process will receive one free move per academic year, provided availability and that it happens during the official Room Change Process. Residents wishing to change rooms more than once within an academic year or outside of the designated Room Change process, whether the move is requested by the Licensee or administratively necessary due to conflicts, judicial issues, or administrative need, may incur the fee charge.

4.15g – Room Moves: Any Licensee approved for a room change will be able to begin their move on Friday. Licensees will need to check in between 8:00 p.m. and 10:00 p.m. at the front desk or RA on Duty of their newly-assigned building or area. Access to the previous apartment/suite/room will end within 48 hours (Sunday). Licensees will need to check out between 8:00 p.m. and 10:00 p.m. at the front desk in a previously assigned building or area to complete the inventory and the checkout process. The Licensee is responsible for any charges that may be assessed for the new occupancy type. Should a Licensee not vacate the apartment/suite/room within 48 hours (Sunday), a daily \$100 liquidation charge, an improper check-out fee, and the cost of the additional occupancy will apply.

4.16 - Treatment of Indebtedness

Failure to pay University Housing fees or payment with a dishonored check that has not been redeemed by the University will result in action described in “Nonpayment of License Fees,” Section 19 of the Terms and Conditions of this University Housing License Agreement. It will also result in the University pursuing the debt via its in-house collection office, assignment of the debt to a private collection agency, suit filed in small claims court, disclosure of the debts, and/or judgment to a credit bureau organization, and/or submission of the name to the California State Franchise Tax Board for offsetting of state income

tax refunds. After 60 days of non-payment, debts will be sent to collections. Submission of the debt to a collection agency will result in negative credit information reported to credit bureaus. If any of these collection steps are necessary, the debtor will be held liable for any attorney fees, court costs, and any other collection costs that may occur. Indebtedness will result in "holds" being placed on grades, registration, financial aid, and transcripts.

5.0 Facilities

5.1 - Access to Student Housing Facilities and Keys

- 5.1a.** All Licensees are issued keys and a Bay Card (all items dependent on building). Licensees are responsible for declaring incomplete key(s) assigned within 24 hours of their Housing Move-In Check-in to not be responsible for any key lost charges.
- 5.1b.** Licensees are responsible for all keys or Bay Cards issued to them and must carry their keys and Bay Cards or access tokens at all times.
- 5.1c.** Licensees must report lost or stolen keys or Bay Cards immediately to UHRL staff or the UHRL Office. Stolen keys and/or Bay Cards require the presentation of a police report within 72 hours to waive the replacement key fee; if the case number/police report is not presented, the fee will be assessed to the Licensee's account. Replacement of each key or Bay Card will be issued at a replacement rate. For replacement costs and conduct process, please review UHRL License Agreement.
- 5.1d.** Licensees who have lost their Bay Card are responsible for replacement cost and will be referred to UHRL Staff for policy violation review when appropriate..
- 5.1e.** The lost Bay Card will be deactivated. Lost keys can usually be replaced within two working days. Lost cards will be replaced within 1-2 hours of notification, during business hours. Bay Cards reported lost after business hours will be replaced the following business day.
- 5.1f.** Licensees who have lost the Bay Card or key and require UHRL staff to give immediate access to a room or apartment will also be subject to a lock out fee according to the lock out fee policy. See section 6.9 "Lockout" for specific processes/fees
- 5.1g.** Licensees are responsible for any damage to key and/or Bay Card if it stops working.
- 5.1h.** Licensee's Bay Card and physical keys are for Licensee's use only. Under no circumstances are Bay Cards or keys permitted to be duplicated or loaned to other individuals. This includes, but is not limited to: room/apartment suitemates and/or guests.
- 5.1i.** Licensees may not add or change any locks to the apartment, suite or bedroom.
- 5.1j.** Licensees may not hold gates, doors, or elevators open for unknown people or non-building Licensees.
- 5.1k.** Licensees may not prop open any gate, door or elevator. Anyone caught doing so may have the License revoked, and will receive no refund of fees.
- 5.1l.** Licensees must keep the apartment, suite, and bedroom doors locked at all times. This includes patio doors that are easily accessible to the public.
- 5.1m.** Licensees should report all suspicious persons or activities to the University Police Department immediately at (510) 885-3791 or 911 from any campus phone.
- 5.1n.** Licensees should use the door viewer to see who is there before opening the door.
- 5.1o.** Licensees may not enter their assigned room prior to being issued a key or Bay Card. Upon checkout, all appropriate keys and Bay Cards must be returned to UHRL.
- 5.1p.** Licensees may only use the UHRL space assigned to them. UHRL reserves the right to assign vacant space as needed.
- 5.1q.** Bay Card photos may be retaken at a cost of \$25 per card issuance.

5.2 - Computer Use

Users of the Residential Network (ResNet) must abide by all computer policies for UHRL, CSU, CSUEB, Cenic, and all applicable state and federal laws. UHRL and ResNet policies can be read on the UHRL website. All users of the network are responsible for reading these policies on a regular basis. Licensees will be informed of all policy changes during the course of the year. UHRL and the University reserves the right to change these policies as warranted. Personal routers and switches will not work on campus and are not permitted in UHRL under any circumstances.

5.3 - Cooking

5.3a – Cooking Areas: In the UHRL facilities, cooking is limited to the general kitchen or kitchenette areas and is not permitted in any other space.

5.3b – Cooking Equipment:

The following appliances are allowed in the Pioneer Heights Apartments: electric frying pans, electric grills, toaster/convection ovens, coffee maker, crock pots, rice cookers or other similar appliances. If there is a question regarding acceptability of an appliance, please see the Appliances section in these policies or the Assistant Area Coordinator/Area Coordinator for approved appliances. Kitchen equipment (i.e. traditional kitchen knives) used for any other purpose than for cooking will be considered an abuse of the weapons policy and is subject to disciplinary action. For information about prohibited cooking equipment, refer to 6.1 Appliances policy.

5.3c – Cooking Safety: Kitchens in the apartments/suites offer Licensees flexibility for meal preparation. For the safety of all in the community, Licensees must pay attention and use caution when cooking. Licensees must keep kitchens/kitchenettes clean for sanitation purposes (to avoid odors, ants, roaches, rodents, mold, etc.). Licensees must appropriately ventilate the apartment/suite while cooking to reduce the likelihood of smoke or odors entering the hallway, as smoke entering hallways will activate fire alarms and Licensees may be held judicially accountable. Under no circumstances are microwaves, stoves, and other similar appliances to be left unattended.

5.3d – Cooking Damages: Any damage done or inconvenience caused to the community (smoke alarms, fires, etc.) is the financial and judicial responsibility of the Licensee.

5.4 - Damages

5.4a – Facility Care: Each Licensee must give reasonable care to the room/suite/apartment, its furnishings, and common areas. Licensees are expected to maintain sanitary and safe conditions acceptable to the University.

5.4b – Inventory Form Process: Licensee is responsible for reporting pre-existing damages to UHRL staff. Failure to report pre-existing damages to UHRL property will result in damage charge(s) to the licensee of the apartment/suite. UHRL staff will inform licensees of the inventory form process at the beginning of each academic year.

5.4c – Damage Payment: Licensees will pay for any damages to UHRL facilities (including damaged or missing furniture and appliances) willfully or negligently caused by Licensee or guest(s).

5.4d – Common Area Damages: If damage in common areas (hallways, elevators, etc.) cannot be traced to a specific individual or group, but was in substantial part caused by individuals, groups, or invited guests acting from within the residence community, the Licensees of the floor, hall, or complex will be charged collectively. Licensees found to cause damages to common areas will be referred to UHRL Staff for policy violation review. Licensees should refer to Appendix C for “Damage and Repair Charge Sheet” for more information.

5.4e – Room/Suite/Apartment Damages: When Licensees occupy the same room/suite/apartment and responsibility for damages or loss in the room cannot be determined by UHRL, the cost of damages or loss will be divided and assessed equally amongst the Licensees. Any malicious damage to the buildings, grounds, or other facilities is prohibited.

5.4f – Move Out Process: When moving out of the room, Licensees must communicate their plans with their RA and proceed with any discussed check-out process. The condition of the room at checkout will be compared to the

condition at check-in. Charges are assessed from this comparison and from any cleaning beyond normal use; however, UHRL reserves the right to perform a final inspection and additional charges may be added. Licensees who fail to check out properly, or fail to check out by assigned deadline, may be charged an improper checkout fee. Licensees should refer to the Housing License Agreement for more information.

5.4g – Disposal of Large Items: Licensees are not allowed to dispose of large items, furniture, mattresses, electronic devices etc., in the trash enclosures. Licensees are responsible for disposing of these items. See section 5.16 “Trash Removal” for additional information.

5.5 - Decorating and Renovating Room Structure, Furnishings, or Grounds

5.5a – Personal Items: Any personal items, decorations, or furniture brought into the room/suite/apartment must be removed upon checkout. All items must be compliant with fire safety regulations.

5.5b – University Furniture: UHRL furniture is to remain in the room/suite/apartment/community spaces at all times. UHRL furniture may not be taken apart/amended in any way to prevent injury and any damage that may result from this action. Any violations to this policy during the academic year will result in referral to UHRL Staff for conduct review. UHRL cannot store UHRL furniture to make room for personal items or furniture. Missing or damaged furniture will be charged to the student(s) for which it was assigned. Licensees may not bring their own mattresses unless approved in writing by UHRL.

5.5c – Holes: Licensees are not permitted to make holes in walls. To hang something on a painted surface, it is recommended to use a Command Strip and/or Poster Putty to prevent damage. Nails, screws, non-approved adhesives, tape, and stickers are not to be affixed to University Housing property.

5.5d – Painting: Painting, spray painting, and using chalk is not permitted in the UHRL facilities or on UHRL grounds, except by authorized personnel. Additionally, Licensees are not permitted to paint or use chalk on any wall or any furniture in common areas/room/suite/apartment.

5.5e – Elevated Bed: Elevated beds are permitted, but must be returned to their original position upon check out.

5.5f – Lofts: Any form of bed/furniture elevation that involves non-UHRL furniture, or attachments to UHRL furniture is considered a loft and is not permitted. Licensees may not move elevated bunks or loft furniture. Any request to move furniture must be made through the Housing Portal and is at the discretion of UHRL to approve.

5.5g – Furniture Placement: Furniture is intentionally placed in UHRL facilities. Licensees are required to return furniture to its original configuration prior to check out. It is a health and safety violation to block any door or window with furniture, including beds. See section 5.10 “Furnishings” for additional policies regarding University Housing furniture and furniture placement.

5.5h – Interior Decorations: Decorations are permitted in living spaces; however, flammable materials used as decorations are not. It is prohibited to hang flammable materials from the ceiling, walls, windows, or fire sprinklers. These decorations may be affixed to the wall if they have been treated with a fire retardant and are so labeled.

***Note: Holiday decorations are permitted; however, only artificial trees are allowed in the residence halls.**

Lights should be used only when a Licensee is in the apartment. All lights/cords must be in good condition and be UL certified. Doors and windows may be decorated within the unit as long as the decorations do not cause damage or a safety hazard. All decorations visible to the public must comply with University policies. Candles are not permitted in the residence halls and may not be used as decoration.

5.5i – Exterior Decorations: Due to state fire codes, all decorations must be confined to the interior of the unit door. At no time can Licensees hang anything in the hallway/corridors/patios; in addition, Licensees are not permitted to hang anything on the exterior hallway/corridor door of the apartment/suite.

5.5j – Community Grounds: The community grounds are maintained by the University. Licensees shall not erect fences, cultivate plants, or make other changes to the grounds.

5.5k – Antenna and Related Equipment: Licensees shall not erect any exterior antennas or other equipment for television or radio reception without obtaining UHRL prior written approval.

5.51 – Balconies and Exterior Entrances: All outside balconies and terraces must be kept clear at all times. A balcony or terrace may not be used for drying laundry, beating rugs, shaking dust mop or hanging any article. Items including cigarettes, trash, and other material must not be thrown or projected from any balcony or terrace. Barbecues and satellite dishes are not permitted. Refer to Patios/Balconies/Windows/Screens (Section 5.13) for further information.

5.5m – Plumbing Fixtures and Other Water Apparatus: The bathtubs, basins, sinks, garbage disposals, and other plumbing fixtures and water apparatus shall not be used for any purpose other than that for which they were constructed. Among other things, these fixtures and apparatus may not be used for the disposal of rubbish, rags, sweepings, matches, and similar improper articles. Any damage or expense resulting from the misuse of the foregoing fixtures and apparatus will be charged to the Licensee(s) causing the damage or on whose premises the damage was caused.

5.6 - Doors/Door Locks

Tampering with, disabling, or modifying the operation of apartment, suite, room, or building entrance doors or door locks is prohibited. Any Licensee and/or guest of a Licensee responsible for such violation will be referred to UHRL Staff for policy violation review and any charge for costs attributed to repairs of doors or door locks will be the responsibility of the Licensee.

5.7 - Electrical Safety

Extension cords are not permitted. UL Approved, grounded power strips with circuit breakers must 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 a room, suite, or apartment. Surge suppressor-equipped, UL-approved power cords are highly recommended for computer systems and other valuable electrical equipment. Such cords have a dedicated circuit breaker. Do not rely on the integrity of the electrical system of the building to protect your computer equipment. Surge protectors also allow more flexibility for extensions. The following are prohibited within the UHRL environment:

1. Stringing extension cords or surge protectors in a series
2. Multiple outlet plugs that insert into an outlet
3. The placement of any material in or around the provided lighting fixtures
4. The removal of lights, alteration of the fixtures, and the replacement of institutional light bulbs with colored light bulbs. Any damage caused by personal appliances or misuse of the electrical system is the financial responsibility of the Licensee, including damage of any kind (fire, water, etc.) to the facility and/or other Licensees' personal belongings. Violations of these guidelines may result in immediate license revocation.

5.8 - Elevators

5.8a – Elevator Malfunction: 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. Ring the emergency bell or contact UPD if trapped. Licensees should report elevator malfunction to Housing staff at first sight of concern.

5.8b – Fallen Objects-Elevator Shafts: Licensees will be charged the cost to retrieve items dropped down shafts or repairs due to Licensee negligence.

5.8c – Elevator Misuse: Tampering with, misusing, or vandalizing elevators is prohibited. This includes, but is not limited to: forcing doors open, unnecessary use of alarms/emergency phones, accessing elevator controls or control rooms, and entering the elevator shaft or exterior of an elevator. If elevator doors are closed due to maintenance of elevators, licensees are prohibited from using the elevator. Licensees Tampering with, misusing, or vandalizing elevators will be referred to University Housing Staff for conduct review and may additionally face criminal/legal action.

5.9 - Energy/Water Conservation

5.9a – Energy Conservation Responsibility: UHRL strongly encourages each Licensee to avoid any practice that may harm or hinder the State of California’s efforts to conserve energy. Each Licensee is asked to conserve energy within their living space (including turning room lights and appliances off when not in use and/or use of Energy Star appliances). Directives of the State of California concerning energy conservation will be enforced. Utilities such as electricity, gas, and water may be limited upon state directives.

5.9b - Water Conservation Responsibility: UHRL strongly encourages each Licensee to avoid any practice that may harm or hinder the State of California’s efforts to conserve water. Each Licensee is asked to conserve water within the living space (including turning off water while brushing your teeth and taking shorter showers). Directives of the State of California concerning water conservation will be enforced. In dire conditions, extreme measures may be taken to reduce the overall consumption of water.

5.9b – Excessive Utility Usage: Excessive utility charges will be equally assessed among all occupants of the unit. Utility bills will be assessed approximately one month after the actual usage.

5.10 - Furnishings

5.10a – Waterbeds: Waterbeds of any type are not allowed.

5.10b – Furniture Storage/Placement: Room furniture cannot be stored to accommodate Licensee bringing in 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 charge. Removal of any furniture owned by UHRL from a UHRL facility is considered theft and will be referred to UHRL Staff for policy violation review and/or criminal/legal action.

5.10c – Apartment Furnishings:

1. PH Double - Double Bedroom occupancy units are furnished and include a couch, arm chairs (1 or 2 depending on unit location), coffee table, end table, dining table, 4 dining chairs, lamp, shower curtain. Double bedrooms are furnished with 2 extra-long twin beds, 2 dressers, 2 desks, and 2 desk chairs.

2. PH Single - Single occupancy units are furnished and include a couch, arm chairs (1 or 2 depending on unit location), coffee table, end table, dining table, 4 dining chairs, lamp, and shower curtain. Single bedrooms are furnished with an extra-long twin bed, dressers, desk, mobile file, desk chair.

3. PH Triple - Bedroom occupancy units are furnished and include a couch, arm chairs (1 or 2 depending on unit location), coffee table, end table, dining table, 4 dining chairs, lamp, shower curtain. Triple bedrooms are furnished with 3 extra-long twin beds, six - drawer dressers, 3 desks, and 3 desk chairs.

5.10d – Suite Furnishings:

1. Double occupancy units are furnished and include 2 couches, 2 arm chairs, coffee table, end table, dining table, 4 dining chairs, and shower curtain in the bathroom. Bedrooms are furnished with 2 extra-long twin beds, 4 dressers, 2 desks, 2 mobile files, and 2 desk chairs.

2. Triple occupancy units are furnished and include 2 couches, 2 arm chairs, coffee table, end table, dining table, 4 dining chairs, and shower curtain in the bathroom. Bedrooms are furnished with 1 bunk bed with 2 extra-long twin beds and 1 lofted extra-long twin bed, 6 dressers, 3 desks, 3 desk chairs, and an armoire. Due to fire marshal standards, no furniture in triples may be reconfigured within the room. For accommodation needs, the person requiring an accommodation due to mobility will be offered the bottom bunk, which can be lowered to accommodate those needs.

5.11 - Mildew/Mold

5.11a Mildew Information: Mildew is often referred to a kind of mold (or mold in its early stages), and is classified as powdery (under the order Erysiphales) and downy (under the family Peronosporaceae). To prevent mildew in University Housing facilities, keep all the areas moisture-free. All Licensees should take the steps necessary

to reduce the chance of mildew by always running your exhaust fan when cooking and showering. If mildew becomes present after a Licensee has occupied the space, the Licensee may be charged to return the area back to its original state prior to occupancy.

5.11b – Mold Information: There has been considerable publicity regarding the presence of mold in residences. Molds are microscopic organisms that are present both indoors and outdoors and may have adverse effects on the health of occupants or structural components of the UHRL facilities. It is currently believed that some types of mold are toxic to human health. Because it may be impractical or impossible to eliminate all indoor mold, indoor mold is an important topic about which Licensees should become informed. UHRL has no expertise in identifying or remediating mold or any other biological pollutant, nor has UHRL any expertise in the possible effects on health or property of such pollutants. For information, Licensees should contact the United States Environmental Protection Agency ("EPA"), the California Department of Health and Human Services ("CHHS"), or other governmental authorities. The EPA and CHHS websites contain information and publications regarding mold and other biological pollutants that may be of interest to Licensees. For example, see "Biological Pollutants in Your Home" and "Mold Resources" on the EPA website (<http://www.epa.gov/mold/>); and mold information on the CDPH website (<http://www.cdph.ca.gov/programs/iaq/pages/indoormold.aspx>). Because such substances are pervasive, the UHRL facilities are not warranted to be free of mold or other naturally-occurring biological pollutants. Mold and other biological pollutants may be present in the UHRL facilities at the start of the License Agreement or may later develop within the UHRL facilities. Proper maintenance and repair may reduce the presence of mold and other biological pollutants in the UHRL facilities.

5.11c – Mildew/Mold Prevention: Licensee agrees to take all reasonable and appropriate steps to prevent conditions that may cause mold or mildew to develop in the UHRL facilities, including following the recommendations contained in the publications referred to above. The Licensee also agrees promptly to report to UHRL any evidence of mildew or mold in any portion of the UHRL facilities. Licensee certifies that Licensee has read and fully understands the information and disclosures contained in this License. Licensee acknowledges that the facts disclosed in this License are important but do not constitute a complete list of all facts which should be considered by Licensee.

5.12 - Odors

5.12a – Odor Confinement: The effects of smoke, fumes, and odors must be confined to individual rooms, suites, or apartments. Licensees must appropriately ventilate the apartment/suite while cooking by opening windows and using appropriate ventilation equipment. Licensees are not to prop their apartment/room doors to air out their rooms, especially when cooking, as smoke may activate the fire alarm in the corridor.

5.12b – Odor Products: The use of incense, candles, or other strong odor-producing products is prohibited. The choice of scented air fresheners or cleaning products should be discussed among roommates to ensure no one is allergic to or offended by the scent.

5.12c – Personal Odor: Reasonable personal hygiene is expected of all Licensees. Odors created by dirty or unsanitary living conditions will be considered a violation of policy.

5.13 - Patios/Balconies/Windows/Screens

5.13a – Room/Suite/Apartment Security: For personal safety, Licensees should keep windows and doors locked at all times when not present. Using one's balcony/patio as a means of entry or exit, sitting, perching, or climbing on or jumping over balcony railings is strictly prohibited. Exiting beyond or entering through one's balcony or patio constitutes using it as a means of entry/exit. Licensees are advised to never leave patio/balcony doors unlocked.

5.13b – Window/Balcony Ledges: Licensees are not allowed to sit on the window or balcony ledge of any UHRL facility. Licensees may not use windows as an entrance or an exit except in the case of a fire or other facility emergency.

5.13c – Storage: Storage of any materials on window ledges/balconies is not permitted. Balconies must be kept clear of trash and recyclables at all times. Bikes are allowed to be stored on the balcony with permission from roommates.

5.13d – Alteration: Licensees shall not alter the structure of these areas. Using paint or chalk products on balconies and/or patios is prohibited. Items may not be attached to buildings, rooms, walls, or railings. All outdoor furnishings must be self-supporting.

5.13e – Throwing Objects: Any item(s) (including balls, sports equipment, etc.) may not be used for their intended purpose inside a UHRL facility. No object may be thrown, projected, or dropped from a window, balcony, or opening. Window screens must be left intact. Objects that are thrown from windows, balconies, or openings that are specifically projected to cause harm to any community member will be referred to UHRL Staff for policy violation review and may additionally face criminal/legal action. Any damage(s) caused by the violation of this policy will be assigned to any individual(s) found responsible. Any damage(s) caused by the violation of this policy will be assigned to any licensees found responsible. Examples include, but are not limited to: cigarettes, bodily fluids, garbage, etc. Licensees who permit any item (liquid or solid) to fall, drop or be thrown from any residence facility window will be in violation of UHRL policy.

5.13f – Laser Lights/Pointers: Laser lights and pointers may not be pointed out windows or patio/balconies.

5.13g – Screens: Screens are not to be opened or removed. Licensees will be charged if screens are removed, damaged, or missing. Window screens and limiters are not to be removed or tampered with. Licensees will be charged if limiters are removed or missing. Licensees are prohibited from climbing in or out of a window, except in case of fire.

5.13h – Furniture Placement: It is prohibited to place furniture, including beds, in front of windows or sliding glass doors or on patios. Blocking a window or door egress is a violation of UHRL policy.

5.13i – Privacy: Even in high-rise buildings, people on the ground can see into windows, and Licensees within the UHRL community can easily view activities occurring in other rooms within UHRL facilities. Be mindful to keep window coverings closed when you desire privacy.

5.13j – Signs, Posters and Banners: Licensees may display signs, posters, banners, etc. in room windows as long as the signs and posters comply with University policy (6.15 Posting Policy). Posters should not engage in gratuitously offensive expression that might be destructive of the desired community. For specific posting guidelines & location, please see the UHRL Office. Private gatherings in UHRL facilities MAY NOT be advertised to the public. Additionally, posting of flyers, business cards or signs under/on doors advertising any personal business are not permitted. Postings must also comply with health, fire, and life safety codes.

5.14 - Roofs

Licensees are not permitted on the roofs of any residential facility. Retrieval of articles from any roof must be done by authorized University staff. Policy as specified in CSUEB Standards for Student Conduct (California Code of Regulations - Title 5, section 41301).

5.15 - Security/Door Propping

A Licensee must not prop any door at any time to prevent fire, theft, and other safety concerns. Propped doors allow uninvited people to enter UHRL facilities and breach the safety of each Licensee's person and property. Doors are also fire rated; keeping them closed is essential in preventing the spread of fires. For some of the exit doors, an alarm will sound if the door is held open. Please be aware of this and keep doors closed so as to not disturb other Licensees in the community. Doors found propped should be un-propped and reported to the RA on duty.

5.16 - Trash Removal

5.16a – Trash Responsibility: Licensees are responsible for disposing of room/suite/apartment waste, recyclables, and organics to the University Housing-designated enclosures.

5.16b – Trash Placement: All waste, recyclables, and organics must be placed inside a dumpster and should never be left on the ground of or near a designated trash area. If a dumpster is full, Licensees are expected to dispose of waste, recyclables, and organics in another appropriate dumpster. Licensees may not place individual room/apartment/suite waste, recyclables, and organics in public restrooms or common area trash cans.

5.16c – Large Item Disposal: Licensees are not allowed to dispose of large items, furniture, boxes, mattresses, electronic devices, etc., in the University Housing-designated enclosures. Licensees are responsible for disposing of these items at Licensee's expense.

5.16d – Trash Cans: Licensees may not remove trash cans from University Housing facilities. Removal of trash cans may result in a replacement fee.

5.16e – Trash Sorting: Licensee are required to sort trash into designated bins based on compostable, landfill, and recyclables.

5.17 - Vandalism

Destruction to or damage of property of the residence halls, apartments, or other University Housing buildings/grounds by a Licensee or guest is a violation of policy and will be referred to UHRL Staff for policy violation review and/or prosecution. This includes, but is not limited to: damaging posters or bulletin boards or writing/graffiti on walls. Policy as specified in CSUEB Standards for Student Conduct (California Code of Regulations - Title 5, section 41301).

6.0 General Standards

6.1 - Appliances

6.1a – Electrical Limits: University Housing facilities have limits on electrical systems. Overloading the circuits can result in tripped circuit breakers and present a fire hazard. The following guidelines apply to the use of electrical apparatus:

1. Items with exposed heating elements are prohibited. This includes, but is not limited to: space heaters, sun lamps, immersion heaters, and hot plates. Microwaves are allowed, but the wattage must not exceed 900 watts.
2. Mini refrigerators are permitted, but must not exceed the size of 3.2 cubic feet. Bedrooms are restricted to one mini refrigerator per bedroom. Personal mini refrigerators are subject to inspection during Health and Safety Inspections. Violations of mini fridge size will be referred to UHRL Staff for policy violation review.
3. Appliances such as stereos, radios, desk lamps, computers, TV's, VCR's, DVD players, sealed- component coffee makers, hair dryers, other electrical hair implements, and electric blankets are permitted. Appliances must not overload the electrical system. All appliances must be directly attached to grounded outlets.
4. Stereo equipment and speakers are expected to be of a size and power level that are appropriate for high-density community living.
4. Privately owned air conditioners and swamp coolers are not permitted.
5. International appliances must use electrical converters.
6. Irons must be used with ironing boards only and must never be left unattended.
7. Cooking is limited to the general kitchen or kitchenette area.

6.1b – Appliance/Electrical Damage: Any damage caused by personal appliances or misuse is the financial responsibility of the Licensee, including damage of any kind (fire, water, etc.) to the facility and/or other Licensees' personal belongings.

6.2 - Babysitting

Babysitting minors is strictly prohibited in UHRL facilities.

6.3 - Bicycles, Skateboards, Scooters, Hoverboards, and Rollerblades

6.3a – Bike Rack Usage: Bike racks are provided on the building exteriors for use by any Licensee. UHRL assumes no responsibility for the damage or theft of bikes that are placed in bike racks.

6.3b – Bike Placement/Storage: Bikes may not be parked on the sidewalks or at the entrance to any buildings, nor should they be locked to stairwells, trees, or handrails. UHRL highly recommends locking bikes to bike racks outside of licensees' assigned building. Bikes with residue such as dirt or grime can damage UHRL facilities, licensee must ensure the bike is clean prior to bringing it into a room, apartment, suite, common living area, and/or bathroom. Bikes are not permitted in community spaces, elevators, and study rooms. Bikes parked illegally may be impounded by the University Police Department. Licensees will not be compensated for broken or destroyed locks. If Licensees violate this policy, they will be held responsible for any damages and charged appropriately. Roommates' permission must be obtained in order to store bicycles on the patio/balcony. Licensees may not put hooks in the ceiling or walls to hang a bicycle.

6.3c – Indoor Usage: Use of bikes, skateboards, scooters, rollerblades, hoverboards, or roller shoes are not permitted in the University Housing facilities or grounds.

6.3d – Abandoned Bikes: Bikes will be tagged for impounding 18 days after the designated check out date. If bikes are not claimed by announced date, or arrangements made with UHRL to claim at a later date, bikes will be removed and impounded by the University Police Department. Bikes will be considered abandoned at this time.

6.3e – Electric/Gas Powered Vehicles: Electric- and/or gas-powered vehicles are not permitted to be stored in University Housing facilities or grounds. Students with accessibility needs who require scooters must submit a written authorization from Accessibility Services.

6.4 - Civil/Criminal Law

Licensees are required to abide by all federal, state, county, and local laws and ordinances. Violation of criminal or civil law in or outside of University Housing facilities is basis for revocation of the License Agreement. Policy as specified in CSUEB Standards for Student Conduct (California Code of Regulations - Title 5, section 41301).

6.5 - Common/Public Area

6.5a – Common Area Designation: Common areas are defined as all facility areas that are not a part of the private confines of a Licensee's room/suite/apartment. Outside patios, hallways, stairwells, recreation rooms, study lounges, laundry rooms, room/suite/apartment doors, balconies, community room, and bedroom/suite/apartment windows facing out are considered to be common areas.

6.5b – Common Area Cleanliness: It is an expectation that each Licensee will make reasonable efforts to keep common areas clean for everyone.

6.5c – Common Area Furnishings: Furnishings in building common areas are for use by all members of the community. Licensees may not remove furniture from building common areas. Removal of any building common area furniture and/or furnishing may result in a minimum \$100.00 fee and judicial action will be taken.

6.6 - Community Meetings

Community meetings are held regularly to dispense information and answer questions for Licensees. Licensees are responsible for all information that was provided at the meeting, whether the Licensee attended the meeting or not.

6.7 - Emergency Preparedness

All Licensees are advised to have an emergency plan and follow the UHRL guidelines. It is recommended that each Licensee should maintain an emergency supply kit in the 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. Licensees are responsible for understanding the evacuation instructions located in the University Housing facilities. Licensees are also responsible for participating in regularly scheduled emergency preparedness activities, and staying informed with emergency preparedness. View link below to learn more about University Housing & Residence Life Emergency Procedures:

<https://www.csueastbay.edu/housing/current-residents/emergency-preparedness.html>

6.8 - Eviction and/or Suspension

6.8a – Eviction/Suspension Payment: Per the Terms and Conditions, Section 12, if a Licensee is either evicted or suspended, the Licensee shall owe the full fee period of the License (academic year), plus any charges for damages, cleaning, and all nonrefundable fees as described in the Payment Information.

6.8b – Trespass: Licensees who have been evicted are no longer permitted to be a Licensee or visitor to any UHRL facilities or grounds. Should an evicted person return to the UHRL community, they are subject to immediate arrest for trespassing.

6.9 - Lockout

6.9a – Lockout Process: If a Licensee is locked out of Licensee's room, the Licensee will be assisted within a time frame that is reasonably possible, but must be prepared to wait for available staff, as staff members may be dealing with an emergency or other important duty issues. If the lockout occurs between 8:00 a.m. and 5:00 p.m., the Licensee may request assistance at the UHRL Office. If the lockout occurs between 5 p.m. and 8:00 a.m., the Licensee may contact the Resident Assistant who is on call in the building/area in which they live. Once let into the space, the licenseee will be required to provide proof that the Licensee still has the key/baycard that was issued to prevent being charged for a lost key/baycard.

6.9b – Lockout Charges: The following lock out charges apply for the 2023 -2024 Academic Year.

- The first lockout is complimentary.
- The second lockout is complimentary.
- The third lockout - Licensee will be required to complete a reflection exercise
- The fourth lockout - Licensee will be referred to UHRL Staff for policy violation review
- The fifth and subsequent lockouts will cost \$25.00 and will also be referred to UHRL Staff for policy violation review.

NOTE: If there is a documented maintenance issue regarding locks or keys, Licensees will not be billed for lockouts until the repair is completed.

6.10 - Mail Services

6.10a – Mail Process: Licensee mail is delivered to the UHRL Mailroom. Mailbox information will be sent to the Licensee's Horizon email address within 7 -10 business days of move in. Letters will be placed in the Licensee's mailbox. Licensees should ensure that the mailbox door is secure. Licensees receiving packages will be notified via email to be picked up at the UHRL Mailroom. Letters and packages should be addressed with the Licensee's full

name, on-campus address and mailbox number. Misaddressing letters and packages may cause a delay in delivery and it may be returned to the sender. Mail is released to the recipient only. It is a federal offense to tamper with another person's mail.

6.10b – Release of Liability: Licensees agree to hold harmless UHRL and its agents and give permission to UHRL and its agents to sign and accept packages/parcels from the U.S. Mail, U.P.S., Federal Express and any other delivery agents attempting to deliver in Licensee's name. In addition, Licensees relieve UHRL and its agents from all responsibility in accepting any delivery in the event of loss/damage or theft. It is further agreed that if said packages are not claimed within a seven (7) day period by Licensee, that UHRL reserves the right to return said deliveries without notice.

6.11 - Motor Vehicles

Motorcycles, mopeds, or other gasoline-powered vehicles are not to be stored in or around the residence halls/apartments, building entrances, patios, or courtyards. All such vehicles must be parked in designated areas and have an appropriate CSUEB permit. At no time is there to be storage of any inoperable vehicle in the CSUEB parking lots. All vehicles parked in the CSUEB parking lots must also be free of all types of fluid leaks. If the vehicle leaks, the owner will be held liable for any cleanup and/or damages that it may cause to the lot or other vehicles. Licensee agrees to accept financial responsibility for any loss or damage to personal property or personal vehicle belonging to Licensee and their guests and invitees that may be parked in the CSUEB parking lots caused by theft, fire, vandalism, or any other cause. UHRL assumes no liability for any such loss. It is suggested that Licensee obtain and maintain throughout the term of the license a policy of automobile insurance from a recognized insurance firm, covering Licensee's liability and personal property damage.

6.12 - Oral Representation Policy

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

6.13 - Personal Property

The University is not liable, directly or indirectly, for the personal property of Licensees and guests due to loss by theft, damage by fire, damage by water, or any other cause. Licensees are encouraged to purchase personal insurance, such as a renter's policy, to cover such incidents. To secure personal property, Licensees are urged to keep bedroom, suite, and apartment doors locked at all times.

6.14 - Photography

Licensee grants permission to California State University, its employees and agents, to take and use visual/audio images. Visual/audio images are any type of recording, including but not limited to photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. CSU will not materially alter the original images. Licensee agree that CSU owns the images and all rights related to them. The images may be used in any manner or media without notifying me, such as university-sponsored websites, publications, promotions, broadcasts, advertisements, posters and theater slides, as well as for non-university uses. Licensee waives any right to inspect or approve the finished images or any printed or electronic matter that may be used with them, or to be compensated for them. Licensee releases CSU and its employees and agents, including any firm authorized to publish, broadcast and/or distribute a finished product containing the images, from any claims, damages or liability which Licensee may ever have in connection with the taking or use of the images or printed material used with the images.

6.15 - Posting Policy

6.15a – Posting Requirement: Postings must respect the mission and values of UHRL, which include providing all Licensees with a comfortable living environment and sense of community. Posters should not engage in gratuitously offensive expression that might be destructive of the desired community. For specific posting guidelines & location, please see the UHRL Office. Private gatherings in UHRL facilities MAY NOT be advertised to the public. Additionally, posting of flyers, business cards or signs under/on doors advertising any personal business are not permitted.

6.15b – Posting Process: The Director of University Housing and Residence Life or designee(s) must approve any postings found within Student Housing facilities. Only University Housing Staff or the RHA may post on the floors of Student Housing facilities, including campus mailings. Any posting without approval will be removed, and individuals found posting illegally may be referred to UHRL Staff for policy violation review.

Individuals/groups/departments wishing to post in UHRL should bring posters to the UHRL Office in Lassen Hall at least two weeks prior to the event for approval to post.

6.15c – Licensee Posting Responsibility: It is the responsibility of Licensees to read all postings. Licensees will be held responsible for posted information.

6.16 - Quiet and Courtesy Hours

6.16a – Quiet Hours Definition: As a part of CSUEB, UHRL is an extension of the academic environment that exists on campus. To support this living and learning environment Licensees are required to maintain reasonable levels of noise that do not disturb fellow students. During quiet hours, noise should not be heard between the apartments, between bedrooms, or between the common areas and the bedrooms - to the extent that is humanly possible, given the community design of the facilities. Quiet hours apply to the entire complex, including the grounds. During quiet hours, noise, conversations, or music from the grounds should not be heard by Licensees or disturb Licensees in their bedrooms or apartment.

6.16b – Quiet Hours Time: Quiet Hours are:

- Sunday-Thursday: 11:00 PM-9:00 AM
- Friday-Saturday: midnight-9:00 AM

6.16c – 24 Hour Quiet Hours: During final exams Quiet Hours are extended to 24 hours. 24 Hour Quiet Hours begins at 8 pm on the Friday before finals week.

6.16d – Courtesy Hours Definition: Courtesy Hours are in effect 24 hours a day, seven days a week. Any Licensee may request that another Licensee or group of Licensees cease any activity which is interfering with their ability to study, rest, or enjoy the community. At these times, academic and health considerations are the priority. The right to quiet supersedes the right to make noise.

6.16e – Amplified Equipment: Audible amplification (electrical or otherwise) of any musical instrument is not permitted within the UHRL facilities. Headphones are recommended when using equipment that may be disruptive to others. With the exception of UHRL-approved events, noise or music activities on UHRL grounds should not be so loud as to disrupt other Licensees. Music should not be played at a level where it disturbs other Licensees. Stereo equipment and speakers are expected to be of a size and power that are appropriate for high-density community living. UHRL staff may request that stereos or other devices that pose a repeated disruption be removed from UHRL facilities.

6.16f – Establishment of Additional Quiet Hours: Within an apartment, or on a floor, Licensees may agree to extend quiet hours. Floors that choose to designate extended quiet hours must post these hours clearly in the lobby of that floor. The decision to change quiet hours must be unanimous.

6.16g – Addressing/Reporting Quiet Hours Concerns: Licensees are expected to communicate with neighbors and confront unacceptable noise behavior prior to contacting a UHRL staff member to address the

violation. When a reasonable request is made in one of these situations, a Licensee must comply or face possible judicial action. If personal attempts do not resolve a noise issue, please consult a Resident Assistant.

6.17 - Recreational Equipment/Sports

6.17a – Indoor Usage: Riding a bicycle, scooter, hoverboard, skateboarding, rollerblading, playing ball or Frisbee, or playing any other sports is prohibited inside UHRL facilities. Recreation/sports equipment may be carried through a residence building to a bedroom/suite/apartment.

6.17b – Outdoor Usage: No person shall operate a scooter, skateboard, bicycle, roller skates, or roller-blades in University parking lots, parking structures, on the plaza, or on other property of the complex. Frisbee, catch, and other such low-impact/low-risk games are permitted in outside areas as designated by UHRL Housing staff. Licensees, guests, and/or participants are responsible for windows or UHRL property damaged by sporting equipment.

6.17c - Recreational Damage: Any damage caused by recreation/sporting equipment will result in charges and referred to UHRL Staff for policy violation review for all participants.

6.18 - Group Living

Any Licensee who demonstrates an inability to live in a group setting will be asked to leave the UHRL facilities and/or grounds or may be denied access until Student Health and Counseling Services has assessed their ability to live in on-campus housing. Licensees may be required to commit to a behavior contract as prescribed by a UHRL staff member. UHRL reserves the right to remove any individual exhibiting behavior deemed by the UHRL staff as a threat to themselves or to the community.

6.19 - Solicitation/Sales/Advertising

6.19a – Solicitation: As CSUEB students, all UHRL Licensees may take advantage of marketing opportunities while on campus. However, solicitation, sales, and advertising, either verbal, printed or distributed/shared electronically, are not permitted in UHRL facilities, except by authorized vendors and UHRL staff, and as permitted by the UHRL posting policy. This includes, but is not limited to: the residential areas, the courtyard, and UHRL grounds. Authorized vendors must have written permission in-hand from the Director of UHRL or designee. No door-to-door solicitation is permitted, although UHRL programs sponsored by UHRL staff, RHA, or approved residential organizations may be promoted door-to-door. Licensees are advised not to subscribe to newspapers unless sent via the postal system. UHRL cannot guarantee or provide access to delivery personnel.

6.19b – Operation of a Business: Licensees are not permitted to operate a private business on any area of UHRL property or use the campus mailing address, Ethernet/Wifi connection, or telephone for that purpose.

6.19c – Advertising: All advertising must comply with the UHRL Posting Requirements (6.15b), which you may find at the main UHRL Office. Any requests for exceptions must be submitted in writing to the UHRL Office.

6.20 - Additional Considerations

UHRL is committed to meeting the needs of Licensees to the best of its ability. Some UHRL facilities are accessible to Licensees in wheelchairs (including bathrooms), and specially-adapted rooms are available for Licensees who are hearing and/or visually impaired. Licensees requiring specific ADA compliance accommodations must be registered with Accessibility Services. Additional considerations include:

- a. Mobility, vision, or hearing impairments (where physical accommodation or building adaptation may be required), or mental health concerns.
- b. Medical concerns.

c. Accessibility needs that may require a live-in attendant.

Additional considerations should be noted in the University Housing Living Preferences page during the online contract process.

NOTE: If you identify yourself as someone who requires assistance for safe exiting from a residence during an emergency, UHRL Staff will meet with Licensees on an individual basis. For more information, please contact the UHRL Office at (510) 885-7444.

6.21 - Storage

Storage is limited to the closets located in Licensee rooms, suites and apartments. The storage of any materials (boxes, furniture, etc.) in common areas of the residential facilities is not permitted. UHRL does not provide storage facilities for campus Licensees.

7.0 Subject to Change Clause

Licensees are expected to take responsibility to stay informed with any updated notices and policies by the campus and University Housing & Residence Life. Licensees understand that policies may be subject to change to ensure the safety and security of the community. Changes may occur based on the state of emergencies that arise, and updated guidelines/policies may supersede any prior established documents. Notices will be provided as addendum to license agreement, email notifications, and/or posted to the website. Failure to comply may result in referral to the conduct process and/or immediate revocation of the license agreement.

Steps in Resolving Allegations of Student Misconduct

Standards of Disciplinary Proceedings - Student discipline at the University guarantees procedural fairness to an accused student. In all disciplinary situations, students who are charged with misconduct will be informed of the nature of the charges, given a fair opportunity to refute the charges, and provided an opportunity to participate in efforts to solve problems. The process is conducted according to the CSU Executive Order 1098. Copies can be obtained from the Student Conduct, Rights and Responsibilities, SA 1111.

A graphic representation of the discipline process is as follows. A PDF version is also available on <https://www.csueastbay.edu/studentconduct/steps-resolving.html>