



**CAL STATE
EAST BAY**

STUDENT HOUSING AND RESIDENCE LIFE

**2020-2021
Student Housing & Residence Life
Conduct Policies**



**CAL STATE
EAST BAY**

Student Housing & Residence Life Mission Statement

The California State University, East Bay (CSUEB) Student Housing and Residence Life (SHRL) 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. SHRL 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 a Residence Life staff member 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 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 Student Housing 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 Student Housing facility unless escorted by Licensee. Licensee is considered the hosts of guests and, as such, must accompany guests at all times while in Student Housing facilities. Unescorted and unregistered individuals found in Student Housing facilities will be escorted off of Student Housing property and/or be cited by University Police for criminal trespass. Residence Life Staff reserve 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: Residence Hall 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 problems created by a guest are the responsibility of the sponsoring Licensee. Licensees are expected to inform their guests of all Student Housing 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 Student Housing staff member or by UPD. A valid photo identification consists of a driver's license, state-issued identification card, military ID, passport, or Bay Card.

1.5f – Guest Sign-In: All guests must sign in at the front desk during designated hours. All guests, regardless of relationship to the Licensee (parents, siblings, etc.), must comply with this policy by presenting valid photo identification. If a Licensee is hosting a guest prior to the designated check-in times, the Licensee must escort the guests to the check-in desk when it opens.

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.

1.5h – Overnight Guest(s): Student Housing allows 24-hour visitation for guests, when an Overnight Guest Request form (form is available at the Student Housing Office or your RLC) is submitted at least 72 hours prior to arrival. Licensees may have non-Licensee 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, unless otherwise approved by the Residence Life Coordinator. Any Licensee currently residing in on-campus housing is permitted to stay in any other Licensee's apartment in on-campus housing without a limit on number of nights, provided that they are approved through the overnight guest request process. Licensees in violation of this policy may be subject to cost recovery and other fines, in addition to disciplinary action. All roommates must be consulted and agree to overnight guests. 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 who deny their roommates permission to have a guest should have specific reasons why the guest has been denied permission to visit. Guests may not sleep in building lounges or public areas. Student Housing facilities are single-person housing units and do not provide family living or accommodations for children, partners, or spouses. For the comfort of roommates, younger children, 12 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. If needed, the Resident Assistant will create a written agreement with the roommates, which is binding and judicially enforceable to establish additional visitation guidelines.

1.5i – Guest Other: Additional restrictions may apply during certain times of the year when heightened security is necessary to protect the Student Housing facilities and its Licensees, which can include city-wide events or campus events that greatly affect the Student Housing facilities and surrounding area and events which create crowd control concerns. Student Housing 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 Pioneer Heights' 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.

1.6 - Harassment and/or Assault

Student Housing is a diverse community comprised of 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 Student Housing 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 Student Housing 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 Residence Life Coordinator for judicial action.

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 Residence Staff and/or immediately remove themselves from the situation and the vicinity of the violation. If a Licensee chooses to remain at the scene of a policy violation, Licensee will be included in the Incident. Report and may also be held accountable for a policy violation. 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 Student Housing and Residence Life, 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 Requirements: Social gatherings are prohibited on days preceding class days and during break periods. Social Gatherings must be held in compliance with all state laws and University policies. Social Gatherings are absolutely prohibited when 24-hour quiet hours are in effect.

1.10b – Attendee Requirements: 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 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 Student Housing sanctioned/approved event or program.

1.10c – Public Space Usage: Official use and access of any public space in Student Housing is only available to Student Housing and Residence Life Staff and approved Residence Life leadership 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 Student Housing. Non-Student Housing and Residence Life Staff/Groups must partner with a Student Housing 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 Student Housing staff/leadership group must contact the Student Housing and Residence Life Assistant Director, Educational Development to enter into a financial contract for 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 Student Housing 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 Student Housing facilities or grounds. Licensees are not allowed to tamper with any university surveillance cameras. Footage is only used for investigation purpose and will not provide to Licensee upon request. Financial restitution and additional judicial sanctions 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 the residence halls. 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 that are thrown from windows, balconies, or openings that are specifically projected to cause harm to any community member 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.

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 Student Housing.

1.15 - Weapons/Dangerous 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).

2.0 Health and Welfare

Licensees are not allowed to be under the influence of alcohol (if below legal age) or drugs. Licensees exhibiting behavior (smell, speech, and/or other noticeable behavior) that would classify them under the influence will be documented.

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 Student Housing 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 Student Housing property.

2.1c – 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.

2.1d – 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.

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

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

2.1g – 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.

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

2.1i – Disposing of Alcohol: Any alcohol found that violates the CSUEB alcohol policy or any of the above Student Housing policies, regardless of the age of the owner, must be disposed of under the supervision of a Student Housing staff member. Failure to do so and to cooperate with the request of a Student Housing 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 Student Housing facilities or surrounding University facilities/parking lots. Violations of this policy may result in immediate revocation of the 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 Student Housing facilities. This will be enforced by Housing Staff and supported by University Police Department. Housing staff will contact UPD in situations where an officer's presence is needed. Violations of this policy may result in immediate revocation of the License Agreement. .

2.2c – Marijuana Presence: Marijuana in any form is prohibited in Student Housing facilities and/or surrounding University facilities, grounds, and parking lots. Medical Marijuana Cards are not an exception as Marijuana in any form is prohibited in Student Housing facilities and/or University facilities, grounds, and parking lots. The smell of marijuana in addition to the presence of other evidence that supports the use of marijuana on Student Housing property may be sufficient to hold the Licensee(s) accountable. Conduct sanctions will be assigned to any Licensee(s) found responsible for any damage to furniture, bedroom, room, suite, or apartment by the presence (including smell) of marijuana. Licensees who smoke within Student Housing facilities are in violation of the License Agreement and University policy. The smoking assessment will be completed by a Residence Life Staff Member and the 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 responsible for actively smoking will split the cleaning fees assessed. Violation to this policy may result in immediate revocation of the License Agreement

2.2d – Prescription Drugs: The sale or inappropriate usage of prescription drugs is prohibited on any Student Housing 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 License Agreement.

2.2e – Drug Paraphernalia: Drug paraphernalia including, but not limited to: pipes, water bongs, vaporizers, hookahs, grinders, and rolling papers are prohibited within the residence halls.

2.3 - Cleanliness

2.3a – Bathroom: It is an expectation that each Licensee assist 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, Student Housing reserves the right to enter the facility for cleaning purposes for readiness for the new occupant. Should belongings be found on the vacant bed space/room/apartment, Student Housing 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 Student Housing trash bins/dumpsters located outside each residence hall.

2.4 – Health and Safety Inspections

2.4a – 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. Student Housing and Residence Life 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. 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, Student Housing reserves the right to clean as necessary. Occupant(s) will be charged accordingly.

2.4b – Health and Safety Corrections: Corrections of health and safety violations requested by Student Housing staff must be completed within one week of the inspection and notification. Failure to comply will result in judicial action and/or charges to correct the violation. 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.

2.4c – 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 – Prohibition of smoking in public places, and certain other areas Licensees who do smoke within Student Housing facilities are in violation of the License Agreement and University policy. A minimum fee of \$50 for smoking within Housing facilities is charged to all involved including any Licensee(s) responsible for passive involvement or concealment of the violation. The smoking assessment will be completed by a Residence Life Staff Member and the 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 responsible for actively smoking will split the cleaning fees assessed. Violation to this policy may result in immediate revocation of the License Agreement

2.5c – Fire Alarm/Drill: 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 UPD or the Hayward Fire Department.

2.5d – Fire Safety Equipment: Licensees are responsible for understanding the evacuation instructions located on the inside of room/suite/apartment door. If the instructions are missing or illegible, the Residence Life Coordinator should be contacted immediately to have a new one installed. The following misuses of fire safety equipment are considered violations of policy and will result in judicial, damage charges, and/or legal action (up to \$10,000.00 fine and up to 6 months in prison): 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. **NOTE:** Each residence hall room contains a smoke detector and each apartment/suite contains a smoke detector and fire extinguisher for Licensees' safety. Contact the Residence Life Coordinator for additional information about fire safety or if any of your unit's fire safety equipment appears to be malfunctioning. In addition to judicial sanctions, those found responsible for Fire Safety Equipment violations will be held financially responsible for all damages and equipment replacement that result from tampering.

2.5e – Open Flames: No open flames are permitted in the residence halls or within Student Housing property outside of designated areas without official Student Housing 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 Residence Life Coordinator if this policy is incongruent with religious, cultural, or spiritual beliefs.

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

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

2.5h – 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.

2.5i – 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

Student Housing 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 Student Housing 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 Student Housing staff. Student Housing 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 Student Housing and Residence Life. 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 Student Housing 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 Student Housing 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 Student Housing should they be aware of and/or be diagnosed of 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 Student Housing 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, and tuberculosis. In the instance of an outbreak, Student Housing will follow university and local emergency protocols.

3.4 - Pets

3.4a 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 Student Housing facilities are small fish. Fish must be retained in freshwater aquariums that may not exceed 10 gallons in size. Pets 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 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 is important that the Licensee(s) note this information prior to submission and/or notify Student Housing should one be requested if after move-in. Student Housing will follow-up with resident after request has been submitted. Approval is required from Student Housing and Residence Life.

3.4c An emotional support animals 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 assistance animal nor is an assistance 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 is important that the Licensee(s) note this information prior to submission and/or notify Student Housing should one be requested if after move-in. Student Housing will follow-up with resident after request has been submitted. Approval is required from Student Housing and Residence Life.

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 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 Student 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 Student Housing if they wish to check in after the deadline stated above. Call the Student 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 cancelled 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 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 make and/or keep check out appointment will result in a \$50.00 improper check-out fee in addition to any other damage/cleaning charges assessed. Licensee will be charged \$50 for each additional hour past the above day and time that they continue to occupy their assignment. Should occupancy be greater than 8 hours, an additional \$100.00 per day liquidated damage charges may also be assessed.

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 if applicable) through the day of official check-out or date that abandonment is confirmed. Licensee must return keys, access token, 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 Student Housing & Residence Life. Email is one of the main tools that Student 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. Student 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. UV Double with 2 bathrooms - The double occupancy apartments have 2 bedrooms for 2 occupants each and offer 2 bathrooms, a living/dining area, and a kitchenette.
5. UV Double with 1 bathroom - The double occupancy apartments have 2 bedrooms for 2 occupants each and offer 1 bathroom, a living/dining area, and a kitchenette.
6. UV Triple - The triple occupancy apartments have two bedrooms each, 2 bathrooms, a den, and a kitchenette. The bedrooms are configured for three occupants that has lofted beds and a change in floor plan.

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 Student 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 Student 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. In addition, each participant will not be required to have their room fully clean at move out on June 8, 2018; however, participants will be charged accordingly for any damage(s) found at move-out.

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 Student Housing Office via the Licensee's Horizon email. A Resident Account Coordinator will review and approve or deny the request. Students approved for the installment payment of the initial payment will be charged an installment fee of \$15.00 per payment.

4.12 - Refunds

Licensee may request a refund under the following circumstances:

1. All Student 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

Student 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. Student 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 \$100.00 per day liquidated damage charges and/or the cost of occupying the additional room/bed space.

4.15 - Room and Roommate Changes

4.15a – Room Assignments: Student Housing assigns rooms and roommates. Unfortunately, it is not always possible to give everyone his or her first choice. The Student Housing staff reserves the right to make assignments and changes as necessary. Student 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, cancelled, 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 Student 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 subject to disciplinary action. Any apartment/room changes needed due to extenuating circumstances outside of the designated Room Change Process will be determined by a Student Housing Official/Residence Life Coordinator. 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 appropriate Residence Life Coordinator. Student Housing strongly encourages Licensees to first try to resolve the conflict with their roommate, and ask for help if necessary. Resident Assistants, Assistant Residence Life Coordinators, and Residence Life Coordinators are all resources for Licensees to try to work through their problems before switching apartments/rooms. 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.

4.15d – Roommate Conflict/Cooperation: Student 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 Residence Life Coordinator or Residence Life 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 available in the student portal prior to move-in 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 worked through with a Residence Life Staff Member at any time. Agreements must be completed within the first two weeks of the semester or a week after room changes. If Licensees move at any time, agreements will be expected to be modified within one week of the change. The agreements can be accessed by Licensees and Residence Life Staff on the Housing Portal. Once Licensees have explored all of the options in resolving the conflicts, the last step is a meeting with an appropriate Residence Life 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. Licensee will need to check in between 8:00 p.m. and 10:00 p.m. at the front desk 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 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 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 Student 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 Student 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

- a. All Licensees are issued keys, access tokens, and a Bay Card (all items dependent on building).
- b. Licensees are responsible for all keys, Bay Cards, or access tokens issued to them and must carry their keys and Bay Cards or access tokens at all times.
- c. Licensees must report lost or stolen keys, access tokens, or Bay Cards immediately to the Residence Life Coordinator or the Student Housing Office. Stolen keys, access tokens 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, Bay Card, or access token will be issued at a progressive fee rate of:

Item	First Replacement	Second Replacement	Third Replacement*	Fourth Replacement
Bay Card	\$25.00	\$50.00	\$75.00	\$100.00
Pioneer Heights Gate Key	\$10.00	\$20.00	\$30.00	\$40.00
Pioneer Heights Bedroom Key	\$15.00	\$30.00	\$45.00	\$60.00
University Village Apartment Key	\$50.00	\$75.00	\$100.00	\$125.00
University Village Access Token	\$50.00	\$75.00	\$100.00	\$125.00
University Village Mailbox Key	\$10.00	\$20.00	\$30.00	\$40.00

* The third replacement will result in a conduct meeting in addition to the replacement fee.

The lost Bay Card/access token will be deactivated. Lost keys can usually be replaced within two working days. Lost cards/access tokens will be replaced within 1-2 hours of notification, during business hours. Bay Cards/access tokens reported lost after business hours will be replaced the following business day. Licensees who have lost the Bay Card/access token or

key and require Student Housing 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.

- d.** Licensees are responsible for any damage to key and/or Bay Card/access token if it stops working.
- e.** Licensee's Bay Card or access token and physical keys are for Licensee's use only. Under no circumstances are Bay Cards, access tokens, or keys permitted to be duplicated or loaned to other individuals. This includes, but is not limited to: room/apartment suitemates and/or guests.
- f.** Licensees may not add or change any locks to the apartment, suite or bedroom.
- g.** Licensees may not hold gates, doors, or elevators open for unknown people or non-building Licensees.
- h.** 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.
- i.** Licensees must keep the apartment, suite, and bedroom doors locked at all times. This includes patio doors that are easily accessible to the public.
- j.** Licensees should report all suspicious persons or activities to the University Police Department immediately at (510) 885-3791 or 911 from any campus phone.
- k.** Licensees should use the door viewer to see who is there before opening the door.
- l.** Licensees may not enter their assigned room prior to being issued a key, Bay Card, or access token. Upon checkout, all appropriate keys and Bay Cards or access tokens must be returned to Student Housing and Residence Life.
- m.** Licensees may only use the Student Housing space assigned to them. Student Housing reserves the right to assign vacant space as needed.
- n.** 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 Student Housing, CSU, CSUEB, Cenic, and all applicable state and federal laws. Student Housing and ResNet policies can be read on the Student Housing 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. Student Housing 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 Student Housing under any circumstances.

5.3 - Cooking

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

5.3b – Cooking Equipment:

1. The following appliances are ALLOWED in the PH Apartments: electric frying pans, electric grills, toaster/convection ovens, coffee maker, crock pots, rice cookers or other similar appliances.
2. The following appliances are ALLOWED in the UV Apartments and the Suites: coffee makers and slot toasters. The UV Apartments and Suites are NOT permitted to have crock pots, rice cookers, electric grills, hot plates, or other similar appliances. If there is a question regarding acceptability of an appliance, please see the Appliances section in these policies or the Residence Life 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.

5.3c – Cooking Safety: Kitchens in the apartments 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 clean for sanitation purposes (to avoid odors, ants, roaches, rodents, mold, etc.). Licensees MUST appropriately ventilate the apartment 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 – Damage Payment: Licensees will pay for any damages to Student Housing facilities (including damaged or missing furniture and appliances) willfully or negligently caused by Licensee or guest(s).

5.4c – 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 may also be referred to the Student Housing conduct system. Licensees should refer to Appendix C for “Damage and Repair Charge Sheet” for more information.

5.4d – 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 Student Housing, 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.

5.4e – Inventory Form Process: To avoid unnecessary or inaccurate damage charges, Licensees should thoroughly review the Room Inventory Sheet upon check-in. If there is disagreement with the initial assessment of the room’s condition, Licensees must note as such on the inventory in the Housing Portal and meet with the Residence Life staff within five (5) working days of check-in to ensure that the Room/Suite/Apartment Inventory is amended.

5.4f – Move Out Process: When moving out of the room, Licensees must communicate their plans with their Resident Assistant 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, Student Housing 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 properly, may be charged an improper checkout fee. Licensees should refer to Appendix C for “Damage and Repair Charge Sheet” 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.

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: University furniture is to remain in the room/suite/apartment/community spaces at all times. University 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 may result in financial charges and/or judicial action. Student Housing cannot store University 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 Student Housing.

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 property.

5.5d – Painting: Painting, spray painting, and using chalk is not permitted in the Student Housing facilities or on Student Housing 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 original position upon check out.

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

5.5g – Furniture Placement: Furniture is intentionally placed in residence halls. 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.

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 Student Housing prior written approval.

5.5l – 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 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 subject to judicial action 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 should be used for all electrical equipment including computer and computer-related hardware. A maximum of two power strips may be used per room. No modifications to, or changes in, electrical wiring are permitted. No "splices," "octopuses," or modification devices of any kind may be used to add plugs in 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 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 Student Housing 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.

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 room, and entering the elevator shaft or exterior of an elevator.

5.9 - Energy/Water Conservation

5.9a – Energy Conservation Responsibility: Student Housing 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 do conserve energy within the 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: Student Housing 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 do 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 in the residence halls is considered theft.

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.
4. UV Double Two Bedrooms with 2 bathrooms - Double units come furnished with one couch, one coffee table, and may come with one armchair. Each Licensee will have their own bed, desk, desk chair, and two sets of dresser drawers.
5. UV Double One or Two Bedrooms with 1 bathroom - Double units come furnished with one couch, one coffee table, and may come with 2 barstools and 1 armchair. Each Licensee will have a bed, desk, desk chair, and two sets of dresser drawers.
6. UV Triple - Triple units come furnished with one couch, one coffee table, and may come with 1 armchair. Each Licensee will have their own bed, desk, desk chair, and two sets of dresser drawers.

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 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 bathroom. Bedrooms are furnished with 1 bunk bed with 2 extra-long twin bed 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 Student 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 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 Student Housing 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. Student Housing has no expertise in identifying or remediating mold or any other biological pollutant, nor has Student Housing 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 Student Housing 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 Student Housing facilities at the start of the License Agreement or may later develop within the Student Housing facilities. Proper maintenance and repair may reduce the presence of mold and other biological pollutants in the Student Housing 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 Student Housing facilities, including following the recommendations contained in the publications referred to above. The Licensee also agrees promptly to report to

Student Housing any evidence of mildew or mold in any portion of the Student Housing 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 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 Student Housing 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 Student Housing 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: No object may be thrown, projected, or dropped from a window, patio/balcony or opening. Window screens must be left intact. Objects that are thrown or specifically projected to cause harm to any community member 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. 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 Student Housing 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 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 Student Housing policy.

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

5.13j – Signs and Posters: Licensees may display signs and posters in their residence hall room windows as long as the signs and posters comply with University policy. 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 Student Housing 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 Student 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 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 Student 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 Student 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 Student Housing buildings/grounds by a Licensee or guest is a violation of policy and will result in judicial action and 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: Student 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. Stereo equipment and speakers are expected to be of a size and power that are appropriate for high-density community living. 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. Licensees wishing to bring a mini refrigerator must complete the registration form with appropriate Residence Life Coordinator. A mini refrigerator fee of \$50 each semester will be charged to Licensees with a mini refrigerator. Bedrooms are restricted to one mini refrigerator per bedroom. Personal mini refrigerators are subject to inspection during Health and Safety Inspections and/or in response to policy enforcement.
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 system. These appliances must be directly attached to grounded outlets.
4. Privately owned air conditioners and swamp coolers are not permitted.
5. International appliances should use electrical converters.
6. Irons must be used with ironing boards only and should 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 the residence halls.

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. Student Housing 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. We highly recommend locking bikes to bike racks outside of your building. Bikes with residue such as dirt or grime can damage the Student Housing facilities so please ensure your 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. Owners 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 bicycle on patio/balcony. Licensees may not put hooks on 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 Student 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 then, or arrangements made with Student Housing 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 Student 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 Student 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.

6.5d – Common Kitchen: University Village community kitchen

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 Student Housing 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 Student Housing facilities. Licensees are also responsible for participating in regular scheduled emergency preparedness activities, and staying informed with emergency preparedness. View link below to learn more about Student Housing Emergency Procedures: <https://www.csueastbay.edu/housing/current-residents/emergency-preparedness.html>.

6.8 - Eviction and/or Suspension

6.8a – Eviction/Suspension Payment: As 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 Student Housing facilities or grounds. Should an evicted person return to the Student Housing 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 Student Housing Access 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.

6.9b – Lockout Charges: The following lock out charges apply for the 2017 -2018 Academic Year.

- The first lockout is complimentary.
- The second lockout will cost \$25.00.
- The third lockout will cost \$50.00.

- The fourth lockout and subsequent lockouts will cost \$50.00. In addition, the incident will be documented and the Licensee will be referred through the conduct process for judicial action. A Licensee is required to have Bay Card and/or physical key at all times while living in Student Housing.

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 Student Housing 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 Licensee’s mailbox. Licensees should ensure that mailbox door is secure. Licensees receiving packages will be notified via email to be picked up at the Student Housing 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 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 Student Housing and its agents and give permission to Student Housing and its agents to sign and accept packages/parcels from U.S. Mail, U.P.S., Federal Express and any other delivery agents attempting to deliver in Licensee’s name. In addition, Licensees relieve Student Housing 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 Student Housing 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 lot or other vehicle. 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. Student Housing 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 Student Housing 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 Student 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 Process: The Director of Student Housing and Residence Life or designee(s) must approve any postings found within Student Housing facilities. Only Student Housing Staff, Area Council, NRHH or the RHA may post on the floors of Student Housing facilities, including campus mailings. Any posting with approval will be removed, and people found posting illegally may be sanctioned. Individuals/groups/departments wishing to post in Student Housing should bring posters to the Student Housing Office in Lassen Hall at least two weeks prior to the event for approval.

6.15b – Posting Requirement: Postings must adhere to the Student Housing Posting Policy. Postings should respect the mission and values of the University residence halls, 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 a copy of this policy, please see the Student Housing Office. This policy does not apply to Student Housing Staff, Area Council, NRHH, or RHA postings. Private gatherings in Student Housing facilities MAY NOT be advertised to the public.

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 Process: As a part of CSUEB, Student Housing is an extension of the academic environment that exists on campus. To support this living and learning environment, the following quiet hours are enforced:

Sunday-Thursday: 11:00 PM-9:00 AM

Friday-Saturday: midnight-9:00 AM

Quiet hours are extended to 24 hours during final exams beginning at 8 pm on the Friday before finals week. 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. 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. Licensees are expected to communicate with neighbors and confront unacceptable noise behavior prior to contacting a Residence Life 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.

6.16b – Courtesy Hours Process: Courtesy Hours are in effect 24 hours a day, seven days a week. However, 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.

6.16c – Amplified Equipment: Audible amplification (electrical or otherwise) of any musical instrument is not permitted within the Apartment or the Suites. Headphones are recommended when using equipment that may be disruptive to others. With the exception of Student Housing-approved events, noise or music activities on Student Housing 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. Student Housing staff may request that stereos or other devices that pose a repeated disruption be removed from Student Housing facilities.

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 Student Housing 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 area as designated by Student Housing staff. Licensees, guests, and/or participants are responsible for windows or Student Housing property damaged by sporting equipment.

6.17c - Recreational Damage: Any damage caused by recreation/sporting equipment will result in charges and conduct action to the participants.

6.18 - Group Living

Any Licensee who demonstrates an inability to live in a group setting will be asked to leave the Student Housing 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 Student Housing staff member. Student Housing reserves the right to remove any individual exhibiting behavior deemed by the Student Housing staff as a threat to themselves or to the community.

6.19 - Solicitation/Sales/Advertising

6.19a – Solicitation: As CSUEB students, all Student Housing Licensees may take advantage of marketing opportunities while on campus. However, solicitation, sales, and advertising, either verbal or printed, are not permitted in Student Housing facilities, except by authorized vendors and Student Housing staff, and as permitted by the Student Housing posting policy. This includes, but is not limited to: the residential areas, the courtyard, and Student Housing grounds. Authorized vendors must have written permission in-hand from the Director of Student Housing or designee. No door-to-door solicitation is permitted, although Student Housing programs sponsored by Student Housing staff, RHA or area councils, or approved residential organizations may be promoted door-to-door. Licensees are advised not to subscribe to newspapers unless sent via the postal system. Student Housing 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 Student Housing property or use the campus mailing address, Ethernet connection, or telephone for that purpose.

6.19c – Advertising: All advertising must comply with the Student Housing posting policy, which you may find at the main Student Housing Office. Any requests for exceptions must be submitted in writing to the Student Housing Office.

6.20 - Additional Considerations

Student Housing is committed to meeting the needs of Licensees to the best of its ability. Some Student Housing 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 Student 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, Residence Life Staff will meet with Licensees on an individual basis. For more information, please contact the Student Housing 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. Student Housing 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 Student 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 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>