



**Addendum No. 1 to the Cal State East Bay Student Housing and Residence Life  
License Agreement  
2021-2022**

**This Addendum No. 1 modifies and supplements the Cal State East Bay Student Housing and Residence Life License Agreement for 2021-2022 (the “License Agreement”). Except as specifically provided in this Addendum No. 1, all of the terms and conditions of the Agreement shall remain in full force and effect. In consideration of the mutual covenants, commitments, and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, University and Licensee — as those terms are used in the License Agreement — each acknowledge and agree as follows:**

**On-Campus Housing Resident Responsibilities Related to COVID-19**

As a member of the CSUEB residential community, Licensee understands and acknowledges that infectious diseases like COVID-19 are a public health risk, and the University cannot guarantee Licensee’s safety or immunity from infection. While the full impact of COVID-19 is not currently known or reasonably foreseeable, Licensee acknowledges that infectious diseases like COVID-19 are highly contagious, can be spread from person to person by direct or indirect contact, and residing in on-campus housing may increase the potential for exposure or infection. Accordingly, Licensee (also referred to as “I” below) agrees to all of the following commitments:

1. I agree to conduct myself in accordance with University policies and procedures related to infectious diseases, including without limitation those related to COVID-19. Such policies and procedures may include existing or later created policies restricting visitors, guests, events, and/or social activities, and policies restricting resident occupancy in common areas.
2. I agree to consult and follow the recommendations and guidelines of local, state, and federal public health officials related to the prevention of COVID-19, including, but not limited to, the Centers for Disease Control and Prevention’s (“CDC”) guidelines on “How to Protect Yourself and Others” from COVID-19 (see <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>)
3. I agreed to any COVID testing requirements, including attending scheduled test dates and completion of COVID test expectations.
4. I agree to maintain consistent hygiene practices, including frequent hand washing and sanitizing of my personal living space.
5. I agree to abide by the University’s social distancing directives. These directives include staying at least six feet apart from others, including, but not limited to, in elevators and stairwells, interior hallways, and exterior gathering spaces, and/or utilizing a facial cover whenever social distancing is not possible, including in-unit.
6. I agree not to move or adjust the furniture layout as laid out to socially distance in commonly used spaces.
7. I agree to follow University directives in campus dining facilities.
8. I agree to wear a facial covering over my nose and mouth when outside of my personal room, in public areas, and/or in spaces with multiple people. This includes, but is not limited to, campus dining facilities. Should a University representative enter my apartment (i.e. Facilities or Housing staff), I agree to wear a facial covering.
9. I agree to maintain the following supplies: Hand Sanitizer (at least 70% alcohol base), cloth Face Covering, and Thermometer.
10. I agree to only enter areas approved for student use and clean up/wiped down after my use.
11. I agree to follow guidelines for the use of common spaces, such as laundry rooms, lounges, and outdoor recreational areas.
12. I agree to gather in groups only if no larger than those allocated in the guidelines provided by the state of California and the University.

13. When sick, I agree to follow guidance provided by the University and/or public health officials. Such guidance will likely include quarantining or isolating in place for a designated period of time, monitoring health conditions, cooperating with University and public health officials, and utilizing food delivery/sick tray options.
14. I agree to inform Student Housing and Residence Life if I have experienced COVID-19 symptoms and/or exposed to COVID positive person in the fourteen (14) days prior to commencing occupancy of the unit, or at any time during the License Term. In such circumstances, if the University, in its sole discretion, determines it necessary or advisable, I consent to being relocated to alternative Housing where I can continue to self-isolate from others. .
15. I agree to abide by the no guests/visitor policy to limit exposure to myself and to community members. This includes refraining from bringing in guests/visitors into the residential spaces. Guests/visitors are defined as non-Housing members.
16. I agree to limit my entry into the personal spaces of other residents and to ensure that I comply with all occupancy maximums in personal and shared community spaces. Apartment units will have a total of 4 people max occupancy at all times.
17. I agree to vacate the room during Health and Safety Inspections or any other inspection in order to practice safe social distancing and reduce risk of exposure to COVID-19 (or other infectious diseases) or when entry to the room is required by an CSUEB representative.
18. I acknowledge and understand that the circumstances related to COVID-19 are continually changing and evolving and that, accordingly, CDC and other public health guidelines related to COVID-19 may be modified and updated. I accept responsibility for being familiar with the most recent updates (including those relating to self-monitoring, social distancing, use of face coverings, and hygiene) and for engaging in education and resources to minimize the risk of harm to myself and others. I agree to explore recommended ways to prevent illness during seasonal influenza season.
19. I agree to follow public health advice to prevent the spread of COVID-19 when spending time off campus, including minimizing social interactions that would place myself and my community members at risk.
20. I agree to cooperate with directives of the University and/or public health officials to quarantine or self isolate as needed.
21. I acknowledge that the University has the right to terminate my License if it is determined that my conduct violates any policies or procedures instituted by the University to reduce the spread of COVID-19.
22. I accept responsibility to be informed about any updated notices and/or policies communicated by the University, including by Student Housing & Residence Life. I 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 will supersede prior established documents

### **Force Majeure**

Neither Licensee nor University shall be liable for any delay or failure to perform its obligations hereunder if such delay or failure to perform is caused by circumstances beyond the party's reasonable control, including, but not limited to, acts of God, government restrictions or orders, wars, riots, insurrections, disaster, acts of terrorism, communicable disease outbreak, epidemic, pandemic, or any other comparable event or cause beyond the reasonable control of the party whose performance is affected. Licensee and University acknowledge that the full impact of COVID-19 is not currently known or reasonably foreseeable. In the event that circumstances related to COVID-19 or to any reoccurrence of the COVID-19 virus reasonably prevent or hinder a party's performance hereunder, the party whose performance is affected may invoke the Force Majeure clause of this Agreement and be excused from liability for its failure or delay in performing its obligations hereunder, even if the circumstances related to COVID-19 were foreseeable at the time of the parties' execution of this Agreement. Notwithstanding the foregoing, in no event shall Licensee be excused from paying any fees or amounts owed for the period of time during which Licensee occupied the Premises.

**By License Agreement, all tenants are expected to comply with responsibilities listed. Failure to comply may result in referral to the conduct process and/or immediate revocation of the license agreement.**