



California State University, East Bay
Student Housing & Residence Life License Agreement Terms
& Conditions
2022-2023 COVID-19 Addendum No. 1

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

I. Notice and Acknowledgment Regarding COVID-19

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

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

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

1. Licensee understands that, although California State University, East Bay has taken and will continue to take various measures to protect against exposure in accordance with federal, state and local health authorities’ mandates and guidelines, those measures will not eliminate all risk, and thus there will remain a risk of exposure to COVID-19.

2. By assuming occupancy, Licensee certifies that, to the best of Licensee's knowledge, Licensee is not infected with COVID-19.
3. By assuming occupancy, Licensee certifies that Licensee is not experiencing symptoms associated with COVID-19. Symptoms may include, but are not limited to, a loss of taste or smell, fever, severe headaches, severe fatigue or body/muscle aches, unusual gastrointestinal distress, and/or signs of respiratory illness, such as a dry cough, shortness of breath, or difficulty breathing.
4. By assuming occupancy, Licensee certifies that, to the best of Licensee's knowledge, within the immediately preceding 14 days of initially assuming occupancy, Licensee has not been in personal or close contact (within six feet for a total of fifteen minutes or more) with an individual infected with COVID-19.
5. Licensee understands and agrees that the exclusive purpose for which California State University, East Bay is providing voluntary housing is to enable Licensee to complete and/or participate in a campus educational program, but that participating in housing is not required and is done so on a voluntary basis by Licensee. Voluntarily accessing or allowing access to campus housing could expose Licensee or others to COVID-19.

II. Campus Right of Entry

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

III. COVID-19 Preparedness

In addition to any item(s) that Licensee is required to maintain under the License Agreement, Licensee is required to procure and maintain necessary healthcare supplies and personal protective equipment.

IV. COVID-19 Occupancy Requirements

1. Licensee agrees to comply with the directives, policies, and orders of California State University, East Bay and the Board of Trustees of the California State University (collectively, the "University"), and state and local health authorities related to COVID-19, as may be amended from time to time during the term of

this License and Addendum, including, but not limited to, all requirements for protective masking/face covering, social distancing, testing, isolation, quarantine, visitation, and immunization.

2. Licensee agrees to comply with all applicable federal, state, and local public health laws, regulations, orders, and guidance related to COVID-19, as may be amended from time to time during the term of this License.
3. Licensee agrees to comply with any COVID-19 testing protocols that may be required by the University and to reasonably cooperate with the University in discharging Licensee's obligations under this section.
4. Licensee understands and agrees that COVID-19 immunization is required by the University as a condition of occupancy, prior to occupying the licensed premises. Licensee agrees to provide the University certification of vaccination within the time period and in the manner requested by the University.

V. Confirmed Positive or Exposure to COVID-19 Procedures

1. In the event that Licensee develops COVID-19 symptoms, tests positive for COVID-19, and/or is exposed to someone known or believed to be infected with COVID-19, Licensee will notify Student Housing in compliance with the notification protocols outlined on the University's COVID-19 webpage, <https://www.csueastbay.edu/coronavirus-information/>. Notwithstanding any other term or communication, Licensee must report a positive COVID-19 test result or exposure concerns to Student Housing through housing@csueastbay.edu. Information must be shared immediately upon receipt of the reported concern or test result and no later than two (2) hours after receipt of information. This is expected of all Licensee, despite vaccination status.
2. If Licensee tests positive for COVID-19 or confirmed exposed to COVID-19, Licensee agrees to be moved into an isolation unit of the University's choosing and begin self-isolation/self-quarantine protocol. Protocols may include inability to leave designated unit, inability to attend in-person items (i.e. classes), and restriction from Housing facilities until Licensee has satisfied, in the University's determination, all applicable federal, state, and local public health criteria for discontinuing isolation. Medical clearance must be provided to Student Health for formal completion of self-isolation and self-quarantine protocol.

3. Licensee acknowledges and agrees that a medical authority, which may be Student Health Services or other medical authority approved by the University, will determine if Licensee may self-isolate in a designated isolation unit on-campus or if Licensee must be referred to an off-campus healthcare facility, depending on the severity of Licensee's symptoms. Licensee agrees to cooperate with any directive issued by Student Health Services or by a medical authority approved by the University under this section.
4. Failure to comply with the terms and conditions of this COVID-19 Addendum to License Agreement may result in the termination of the License Agreement, removal from Student Housing, and/or disciplinary action pursuant to CSU Executive Order 1098.

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.

Date: _____

Licensee Printed Name: _____

Licensee Signature: _____