

California State University, Los Angeles
Housing and Residence Life License Agreement
Academic Year 2020-2021 Addendum

The Addendum to the California State University, Los Angeles, Housing and Residence Life Academic Year 2020-2021 License Agreement presents terms and conditions by which the Licensee agrees to abide by to live in University housing during the 2020-2021 Academic Year. This Addendum contains additional terms applicable to the Licensee and is fully incorporated into the [Housing License Agreement](#) as if fully set forth therein. In the event of a conflict between the 2020-2021 License Agreement and the Addendum, this Addendum will apply.

The Coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is a highly contagious disease that can spread easily and exponentially and lead to severe illness or death. According to various public health organizations, persons of all ages are at risk.

An inherent risk of exposure to COVID-19 exists in any shared or public spaces where people are present, including University housing. The University has taken and will continue to take various measures to address the health and safety of students in University housing. However, those measures cannot completely eliminate the risk of exposure. A Licensee who has elected to reside in University housing will face a risk of exposure. The 2019 Novel Coronavirus, contagious viruses, or similar public health crisis (hereafter “illness” or “Covid-19”) will impact a Licensee’s housing experience. It is incumbent upon all of our community members, including University housing students, to mitigate the spread of Illness and keep our community as healthy and safe as possible.

The following are applicable to all Licensees electing to reside on-campus.

I. Eligibility

- a. The Licensee understands and agrees that the exclusive purpose for which the University is providing housing is to enable the Licensee to complete and/or participate in a campus educational program. Accessing or allowing access to the property for any other purpose may be dangerous or unsafe, and could expose the community to COVID-19.

II. Occupancy

- a. Terms of occupancy are subject to change should future federal, state, and county directives so require.
- b. Upon arrival and check-in, Licensee agrees to comply with the directives of the LA County Public Health Department, which may include testing and quarantine.
- c. Upon occupancy, the Licensee will indicate to the best of their knowledge, they are not currently infected with COVID-19.
- d. Upon occupancy, the Licensee will indicate whether or not they are experiencing symptoms associated with COVID-19. Symptoms include but not limited to a loss of taste or smell, fever, severe headaches, severe fatigue or body/muscle aches,

- unusual gastrointestinal distress, or signs of respiratory illness such as a dry cough, shortness of breath or difficulty breathing.
- e. Housing and Residence Life reserves the right to de-densify housing units which may include, but not limited to, the relocation of students to alternative housing as necessary to comply with public health directives or other public health emergencies. Relocation does not constitute a termination of the Licensee Agreement.
 - f. Upon reasonable notice, residents may be required to vacate University housing on a temporary or permanent basis in accordance with directives or guidelines from state, county, or local health officials.

III. Residential Dining Services

All Licensees are required to enroll in a meal plan by entering a meal contract. Dining services, including where and how services will be offered, is subject to the discretion of the University and the dining vendor and are subject to modification to address public health concerns. Due to the health and safety guidance adopted or that may be adopted by the University or the dining vendor, occupancy of dining facilities may be limited and the amount of time a patron may be present within the dining facilities may be limited. Furthermore, there may be operational alterations in the dining services if needed to comply with health and safety measures. Any such alterations or refusals of services do not constitute a termination of a Licensee's meal plan agreement, provided that there is an appropriate mechanism (i.e. delivery, pick-up/to-go services, etc.) available for the Licensee to obtain food offered through the meal plan program. Notwithstanding the foregoing, upon reasonable notice, residential dining reserves the right to terminate meal contracts due to public health emergency needs, including COVID-19.

IV. Health and Safety

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

- a. The Licensee understands that although the University has taken and continues to take various measures to protect against exposure, those measures will not eliminate all risk of exposure to COVID-19, and there will remain a risk of exposure.
- b. The Licensee agrees to comply with current and future federal, state, and local government executive orders, directives, and guidelines as well requirements established by the University, as it pertains to COVID-19 or other illnesses, which may include return from breaks.
- c. The Licensee is required to keep themselves informed of all current guidelines as updated and to follow the guidelines provided by the University relating to illness while on and off-campus. Guidelines include, but is not limited to, social/physical distancing, guest restrictions, restrictions on gatherings, wearing a face-covering or other personal protective equipment, diagnostic and surveillance testing or

- screening such as temperature checks, cooperation with contact tracing, disinfection and cleaning protocols, quarantine/isolation requirements, or quarantine requirements imposed following travel.
- d. Adherence to health and safety guidelines applies to the Licensee, approved guests, or approved visitors to the residential community and extends to all aspects of the residential community, including apartments, shared kitchens, courtyards, housing offices, and other common area spaces.
 - e. *Housemate Agreement*: In the case where the Licensee has been assigned a housemate(s), the Licensee is required to attend a virtual meeting with their RA (or Residence Life Staff member) to complete a Housemate Agreement. The Housemate Agreement will outline expectations for, but not limited to, social/physical distancing, cleanliness, and health precautions as it relates to sharing space within an apartment.
 - f. *Mandatory Community Meetings*: The Licensee will attend monthly virtual community meetings facilitated by their Resident Advisor (or Residence Life Staff member). Virtual community meetings will provide the Licensee with updated information pertaining to Housing and Residence Life, including but not limited to health & safety updates, operational announcements, policy updates, and community needs.
 - g. *Guests and Visitors*. Guests and visitors will not be permitted within the University Housing facilities (Phase I, Phase II, and GEA) until the University deems it safe to lift this restriction in consultation with University health professionals. Guests and visitors are defined as other residential students not assigned to the Licensee apartment, family members, non-residential University students (commuters), and individuals not affiliated with the University. An exception will be made during the move-in and move-out process. During move-in and move-out, the Licensee will be limited to two helpers. All helpers assisting a Licensee will be required to comply with all University policies and procedures related to face coverings and social/physical distancing.
 - h. *Cleaning*. University housing will continue to implement and modify its cleaning protocols to address COVID-19 or other public health emergencies in the interest of attempting to minimize the spread of disease. University housing will educate and inform the Licensee on appropriate cleaning protocols within their assigned spaces to attempt to reduce the spread of COVID-19 within the residential community. The Licensee will be responsible for obtaining their own cleaning supplies, as recommended by public health officials, to maintain a clean-living environment within their assigned space.
 - i. *Amenities and Common Areas*. University housing may limit access to some amenities and common areas for the health and safety of the community. This will be based on guidance from health professionals or in accordance with any laws or emergency orders in response to COVID-19.

V. Confirmed Positive or Exposure to COVID-19 Guidelines

- a. The Licensee will notify the Student Health Center or the Office of Housing and Residence Life should they become sick with COVID-19 symptoms, test positive for

- COVID-19, or have been exposed to someone with COVID-19 symptoms or a confirmed or suspected case.
- b. The Licensee will be provided with and be advised to follow [Home Isolation Instructions](#) or [Home Quarantine Instructions](#) for caring for oneself when sick or exposed.
 - c. The Licensee will not attend in-person classes or other campus facilities, or end isolation until they have met CDC's criteria in consultation with the Student Health Center to discontinue home isolation.
 - d. The Licensee acknowledges that a medical authority (including the Student Health Center) will determine if the Licensee is able to self-isolate or needs to be referred to a healthcare facility, depending on the severity of symptoms.
 - e. The Licensee acknowledges that if they need to be transported to a healthcare facility, the Student Health Center, or its designee, will call for appropriate medical transportation and alert the hospital (including emergency response personnel) that the Licensee may have COVID-19.
 - f. The Licensee will provide a contact name and phone number for medical emergencies and acknowledges that in the event the Licensee becomes ill, the University reserves the right to notify the medical emergency contact.
 - g. Housing and Residence life may reassign a Licensee to a different room, building on or off-campus as necessary to effectuate quarantine or isolation or to otherwise follow public health guidelines and directives related to COVID-19.

VI. Right of Entry

The Licensee must vacate their room or apartment during health and safety inspections when entry to the room is required by a Cal State LA representative, custodial services, maintenance repairs, or any other inspection in order to practice safe social/physical distancing and reduce risk of exposure to COVID-19 or other illness or infectious diseases.

VII. Failure to Comply

A Licensee who fails to comply with the terms of the Addendum, including but not limited to, violation of social/physical distancing guidance, guest policy, quarantine/isolation requirements, and health and safety as outlined in section III may be administratively removed from University housing. The University reserves the right to remove a student on the basis of a single substantial violation of the COVID-19 related safety measures noted here within the addendum and in other University official communications.

VIII. 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 immediately preceding 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 time period that the Licensee occupied the Premises.