

University Housing and Dining License Agreement 2020-2021 Terms & Conditions Addendum

California State University, Sacramento

Refer to the [University Housing and Dining License Agreement](#) you executed. Please read these provisions carefully before submitting a completed Academic Year 2020-2021 Addendum. By completing and electronically signing the License Agreement, you agree to all of its provisions. This Addendum to the License Agreement presents the Terms and Conditions by which a Sacramento State student agrees to abide to live on-campus during the 2020-2021 Academic Year. This Addendum is incorporated into and supplements the Sacramento State - University Housing and Dining License Agreement. Except as stated in this Addendum, it does not alter any conditions or obligations in the License Agreement. This Addendum is effective for the complete academic year, fall through spring semesters, or for such portion of the academic year(s) as may remain at the time the License Agreement is signed. In addition to the License Agreement, the following will apply:

I. Notice and Acknowledgment Regarding COVID-19

The Coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is a highly contagious disease which 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 space where people are present, including on-campus housing. Sacramento State has taken and will continue to take various measures to address the health and safety of students in on-campus housing. However, those measures cannot completely eliminate the risk of exposure. Students who have elected to reside in on-campus housing will face a risk of exposure. To minimize the risk students are being asked to acknowledge and confirm that:

- Although Sacramento State has taken and will continue 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.
- Upon occupancy, resident indicates to the best of their knowledge, they are not currently infected with COVID-19.

- Upon occupancy, resident indicates they are not experiencing symptoms associated with COVID-19. Symptoms include 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.
- Upon occupancy, to the best of your knowledge, within the last 14 days, you have not been in personal or close contact with an individual infected with COVID-19.
- Resident agrees to immediately notify Student Health and Counseling Services or designated University Housing Services staff members if they experience, at any time whatsoever, any symptom(s) associated with COVID-19, or believe they may have come into personal or close contact with an individual infected with COVID-19.
- Resident understands and agrees that the exclusive purpose for which Sacramento State is providing housing is to enable the resident 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.
- Resident understands and agrees to comply with all federal, state and local directives, orders or mandates related to COVID-19 as well as any Sacramento State directive or policy.
- During the course of the license agreement, resident may refer to [Sacramento State Coronavirus Information for Students by the Division of Student Affairs](#) for a current list of health and safety guidelines which Resident agrees to follow.

II. Right of Entry

In addition to the terms specified in Section XIV (Right of Entry) of the License Agreement, resident(s) must vacate their room during Health and Safety Inspections, custodial services, maintenance repairs, 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 a Sacramento State representative.

III. Force Majeure

Section VIII (Destruction or Unavailability) of the License Agreement is hereby amended, replaced, and superseded by this Section III (Force Majeure) of the Addendum:

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 this Force Majeure clause, by providing written notice as soon as reasonably practicable after occurrence of such event, 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 the License Agreement or this Addendum. 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 a space within the housing facility as a Licensee. In the event that Licensee is unable to occupy a space within the housing facility as a Licensee due to circumstances related to COVID-19, the University will provide Licensee with prorated refunds for any license fee amounts representing the time period during which Licensee was unable to occupy a space within the housing facility as a Licensee due to circumstances related to COVID-19.

IV. Occupancy Requirements – Mandatory Flu Vaccination

In addition to the terms specified in Section II.J. (Immunization) of the License Agreement, all students living in on-campus housing are required to submit proof of the upcoming flu vaccination. The flu vaccine is expected to be available in August 2020 and will be offered by Student Health & Counseling Services (SHCS) to students at no charge. Students that prefer to obtain the flu vaccination from their personal medical provider may do so, and submit proof of their vaccine to SHCS via fax, electronically, or in-person. For more information, please call 916-278-6461.

V. Confirmed Positive Exposure to COVID-19 Guidelines

- Licensee will notify Student Health and Counseling Services or designated University Housing Services team members 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.
- Licensee agrees to be moved into a self-isolation unit.
- Licensee will not attend in-person classes or other on-campus facilities, or end isolation until they have met CDC's [criteria to discontinue isolation](#).
- Licensee acknowledges that a medical authority (that may be Student Health and Counseling Services) will determine if the student is able to self-isolate or needs to be referred to a healthcare facility, depending on how severe their symptoms are.
- Licensee will be provided with and be advised to follow CDC [Guidance for caring for oneself](#) and others who are sick.
- Licensee acknowledges that if they need to be transported to a healthcare facility, Student Health and Counseling Services Monday-Friday from 8:00 a.m. until 4:30 p.m. or University Housing Services on-duty staff, will call for appropriate medical transportation and alert the hospital that the Licensee may have COVID-19.

Document URLs:

[University Housing and Dining License Agreement](https://www.csus.edu/student-life/housing/policies-and-procedures/_internal/_documents/2020-2021-license-agreement.pdf) https://www.csus.edu/student-life/housing/policies-and-procedures/_internal/_documents/2020-2021-license-agreement.pdf

[Sacramento State Coronavirus Information for Students by the Division of Student Affairs](https://www.csus.edu/student-affairs/emergency-student-information/)
https://www.csus.edu/student-affairs/emergency-student-information/

[criteria to discontinue isolation](https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html) https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html

[Guidance for caring for oneself](https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/care-for-someone.html) https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/care-for-someone.html