

SAN JOSE STATE UNIVERSITY RESEARCH FOUNDATION
PHYLLIS F. SIMPKINS
INTERNATIONAL HOUSE
360 SOUTH 11TH STREET
SAN JOSE, CA 95112
(408) 924-6570

LICENSE FOR USE OF THE I-HOUSE FACILITIES

NOTE: This license is for one semester unless terminated earlier under the provisions of this license agreement, and financially and legally obligates the student to full payment of fees for the licensed period. Renewal of this license is not automatic. Eligibility for residency is subject to periodic review by the staff and advisory committee of the International House (I-House). The housing services described in this agreement are being offered to you under the Terms and Conditions stated herein. You can indicate your acceptance of this offer of I-House housing services by completing and signing this license and returning it to the International House.

Your signature on this license means that you have read, understood and agreed to all its terms and conditions.

PAYMENT SCHEDULE

The student is responsible for payment of fees according to the schedule indicated in this license. If the student is assigned space in the I-House after the semester begins, the student shall be charged a pro-rated fee for the balance of the semester. For information, call the I-House office (408) 924-6570.

RATES: One Semester (price includes meal plan)

Fall 2021 (10 a.m. Sunday, August 8 to 6 p.m. Wednesday, December 15

\$8,649.00 + \$100 Room Care Deposit + \$60 Student Activity Fee

Spring 2022 (10:00 a.m. Sunday, January 16 to 6 p.m. Wednesday, May 25)

\$8,649.00 + \$100 Room Care Deposit + \$60 Student Activity Fee

Full payment is due and payable in accordance with payment schedule specified in this license. It is the responsibility of the licensee to remember payment dates.

Pay online at: <https://commerce.cashnet.com/SJSUINLHOUSE>

**AGREEMENT
BETWEEN
SAN JOSE STATE UNIVERSITY RESEARCH FOUNDATION
AND
RESIDENT**

San José State University Research Foundation (“SJSURF”) International House (collectively “I-House”) located at 360 S. 11th Street, San Jose, CA 95112-2217 and Resident (collectively “applicant” or “student”) hereby enter into a service agreement for the use of shared housing space and facilities at the I-House. SJSURF and RESIDENT shall be referred to collectively as Parties.

ARTICLE I: PURPOSE:

WHEREAS, SJSURF offers the use of shared housing space, and facilities at the I-House.

WHEREAS, RESIDENT shall request the use of shared housing space, and services at the I-House.

WHEREAS, SJSURF desires to contract with RESIDENT for the purpose of leasing housing space at the I-House.

ARTICLE II: TERMS AND CONDITIONS

1. **Eligibility:** Fall priority is given to San Jose State University students who plan to stay through Spring semester. Applicants are considered for acceptance based primarily on the essays written, diversity of countries represented at the I-House, expected participation of applicant in I-House activities, and expressed interest and apparent ability to interact with people of many cultures.
Applications are reviewed by committee *on an on-going basis*. Applications for each semester are reviewed every two weeks until I-House is full, beginning in early April for the upcoming Fall or Summer term, and beginning in early October for the upcoming Spring term. Applicants are *not* accepted on a first-come, first-served basis. Submission of an application does *not* guarantee acceptance.
2. **License Terms:**
 - a. This license is for one full semester. It cannot be cancelled or terminated except under the conditions cited in this license.
 - b. This agreement cannot be cancelled or terminated excepted under the conditions cited in this agreement.
 - c. New residents are required to make the first payment as designated at the time agreement is signed, and to make subsequent payments in a timely manner according to payment plan.
 - d. Requested extensions for duration of stay made be made based on availability and approved at the discretion of the I-House director or a designated I-House staff member. Upon approval, residents may be required to complete additional documents.
 - e. All bedrooms are shared. Single rooms requests are based on availability and a single room rate shall apply.
 - f. Failure to submit full payment in a timely manner may result in the forfeit of housing at the I-House.
3. **Cancellation Policy:** The financial penalties for voiding a signed license without meeting the cancellation deadline, based on scheduled move-in date, are as follows:
 - a. Once accepted to stay at I-House and up to the cancellation deadline date, which is 60 days prior to scheduled move-in: \$100 non-refundable reservation fee + 7% of semester payments made to date will be charged upon cancellation of license; the balance will be refunded.
 - b. The financial penalties for voiding a signed license without meeting the 60-day deadline are as follows: After the deadline and up to 46 days prior to the move-in date, one-third of the total semester fees owed + Room Care Deposit will be forfeited upon cancellation of license.
 - c. Forty-five days prior to move-in date and thereafter, no refunds will be given on a breach of contract and contractual obligations must be fulfilled.

- d. After move-in date, no refunds will be given on a breach of contract and contractual obligations must be fulfilled.

Termination or abandonment of Agreement does not release resident from paying any obligation due to the I-House so long as the I-House does not terminate the Agreement.

Residents may have their Agreement revoked for non-payment of a dishonored check debt. Fees will be assessed for any dishonored check, and residents are liable for balance due plus fees under Civil Code Section 1719.

In the event of any unforeseen circumstances or other circumstances beyond the control of the university and the I-House, including but not limited to, Acts of God, war, quarantine, civil unrest, public health risks, criminal activity, pandemic, epidemic, outbreaks, accident, earthquake, and/or fire, I-House may need to cancel the agreement, and refunds of any fees paid to I-House may not be guaranteed.

If resident is either evicted or suspended, resident shall owe the full fee period of the Agreement, plus any charges for damages and cleaning.

I-House may revoke this Agreement for any of the following reasons, but is not limited to:

- a. Breach of any term or condition of this Agreement, including any policies or regulations referenced in this Agreement.
- b. If a resident is convicted of any misdemeanor or felony while at I-House or on University property, or involving any member of the I-House or University community, whether on or off the premises, or related.
- c. Non-Payment of Fees
- d. Administrative necessity of the I-House (i.e., damage caused by floods, slides, fire, earthquake, and other natural disasters and vandalism, civil disorder, compliance with state or federal laws, infectious diseases, pandemic, endemic, outbreaks, or interruption of basic services)

I-House shall make every attempt to provide notice in the event of occurrence as described.

4. **Community Living:** Each resident of the I-House agrees to conduct themselves in a manner which is conducive for fellow residents to study, live and sleep. Residents are expected to report uncivil treatment of others, vandalism, and other violations of the Agreement.
5. **Breach of Contract:** In the event resident defaults in the performance of any term or condition of this license, including non-payment of fees, I-House may elect to serve written notice to vacate. The I-House may revoke a license for any of the additional reasons which may include, but not limited to:
 - a. Sale or knowingly possessing illegal drugs, restricted dangerous drugs or narcotics as those terms are used in the California statutes, except where lawfully prescribed for medical or dental care.
 - b. The International House AND International House rules prohibit the use of combustible material storage which includes but is not limited to gasoline, paint thinner, propane, fireworks, gas, possession of firearms, weapons, ammunition, fireworks, or explosives including but is not limited to, resident bedrooms .
 - c. Smoking, lighting candles, incense or other open flame within the I-House facility.
 - d. Misuse, abuse, theft or destruction of the I-House property.

- e. General behavior in the I-House over a period of time that is indicative the resident is not able to adjust to the requirements of group living, as determined by the I-House staff.
 - f. Irresponsible behavior which may be dangerous to persons or property (i.e., setting off false alarms, or causing physical harm to another individual or oneself).
 - g. Any conduct that disrupts the normal order of I-House is considered disorderly, prohibited or disrupts the normal order of the I-House. Residents are responsible for their own actions as well as the action of their guests while at the I-House.
6. **Accommodations:** I-House is committed to meeting the needs of residents to the best of its ability. As needed, I-House will conduct an assessment to determine if the needs of the prospective or current resident can be met. I-House will provide reasonable accommodation when possible unless such accommodation would cause an undue hardship.
7. **Accountability:** Each resident is viewed as a responsible individual who will be held accountable for their own actions, and the actions of their guests. Residents under the age of 18 are required to have a parent or guardian complete additional documentation (or co-sign) acknowledging financial responsibility for any and all charges accrued throughout the term of the agreement.
8. **Alcohol Policy:** California state law prohibits alcoholic beverage from being sold, furnished or given to any person under the age of 21.
- a. No possession, transportation (in plain view) or consumption of open containers of alcoholic beverages is permitted in building common area, or public areas by any persons, regardless of age.
 - b. Kegs or other “common source” containers such as party balls or beverage coolers used as mixing units are not permitted in I-House resident rooms.
 - c. Alcoholic beverages are not permitted in common areas of the I-House, except in special circumstances as approved by the Director or designated professional staff member.

Any alcohol found that violates the I-House policy, regardless of the age of the owner, must be disposed of under the supervision of an I-House staff member and subject to disciplinary action and/or revocation of the License Agreement.

9. **Additional Conditions:** This Agreement is subject to the regulations contained in Title V of the California Administrative Code (California Code of Regulations), § 42000-42103. A copy of those regulations are available at <https://govt.westlaw.com/calregs/search/index>. Residents agree to comply with the Student Code of Conduct, I-House policies and Regulations within this Agreement, and any subsequent amendments.
10. **Appliances:** I-House has limits on the use of appliances. Overloading the circuits can result in tripped circuit breakers and present a fire hazard. The following are prohibited, but not limited to: Hot plates, microwaves, electric kettles, and similar appliances in student rooms; cooking in student rooms.

Bathroom: Restrooms are designated either male or female and to be used only by that gender recognizing transgender residents will use the bathroom that aligns with their closest gender identify. It is expected each resident assists in maintaining sanitary bathroom conditions. Residents may not enter bathrooms when they are closed for cleaning and/or repairs.

11. **Bicycles/Skateboards/Scooters/Rollerblades:** Residents shall store their methods of transportation as mentioned in designated areas so as to not pose a hazard to the residents of I-House or the I-House premises.
12. **Candles:** No open flames are permitted in I-House living areas. This includes but is not limited to incense or other open flames, matches, lighters, other flame-emitted articles. Residents must obtain written approval for exceptions if this policy is incongruent with religious, cultural or other spiritual belief or celebrations.
13. **Change of Address/Email:** It is the resident's responsibility to notify the I-House in the event of a change in billing, mailing or email address. Failure to do so may result in late fees, and/or delayed mail delivery.
14. **Check-In/Check-Out:** All residents of the I-House are required to check-in between the hours of 8am and 11pm Monday through Friday or between 10am and 11pm Saturday and/or Sunday, unless alternative arrangements have been made in advance with professional staff of I-House. Resident must inform I-House of any changes to their planned arrival date.

Residents are required to vacate I-House premises the date the Agreement expires. Residents who wish to remain for a longer duration will be subject to additional documentation and approval from I-House Director.

15. **Civil/Criminal Law:** Residents are required to abide by all Federal, State, County and local laws and ordinances. Violations is basis for revocation of Agreement.
16. **Communicable diseases:** Any resident of the I-House diagnosed with a communicable disease by their care provider or Student Health Center will be sent home during the infectious period, or isolated in an assigned room by the I-House director. Any resident suspected of having a communicable disease could be isolated in their room or an assigned location while waiting for a diagnosis. Attempts will be made to identify dedicated restroom facilities during this time. In an instance of an outbreak, pandemic or epidemic, I-House will follow University and Local emergency protocols.
17. **Computer and Network Use:** Residents must sign and abide by the I-House Network User agreement and must observe all I-House network and computer policies, and applicable federal laws.
18. **Consolidation:** Residents shall consolidate when administratively directed and are expected to provide a welcoming environment for new roommates.
19. **Cooking:** Cooking is allowed ONLY in designated common area kitchens. Cooking is not permitted inside resident bedrooms. Microwaves, hot plates, or similar appliances are prohibited in resident's bedrooms at the I-House.
20. **Decorations:** All decorations must be in compliance with fire safety regulations. Residents are required to only use products that prevent damage of any kind. Licensee attaching any object to the premises by nails or screws or altering the premises in any manner whatsoever without the prior consent of licensor is prohibited.

21. **Discipline:** Infraction of any policy (rule) whether stated in this license or announced at a future date by the Director, may result in disciplinary action up to and including eviction from the I-House and referral to the appropriate campus unit.
22. **Doors/Door Locks:** Tampering with, disabling or modifying the operation of I-House locks are prohibited. Residents will be responsible for any costs attributed to repairs, and may be held responsible for any safety violations occurring as a result of such modifications.
23. **Drugs:** The possession, use, distribution, sale or manufacture of any illegal drugs or other substances is prohibited by law and by I-House. This includes but is not limited to marijuana, which remains illegal for all purposes and uses under federal law (and I-House, SJSU, CSU Research Foundation Policies). I-House has a zero tolerance policy for any resident found in possession, use, distribution, sale or manufacture of any illegal drugs or other substances and may be result in revocation of the Agreement. All housing fees will be NON-REFUNDABLE.

Residents will be subject to criminal prosecution as well as I-House, and SJSU disciplinary proceedings through the Office of Student Conduct & Ethical Development.

Emergency Preparedness: I-House has an emergency preparedness plan. Please inquire with the I-House director or an I-House staff member.

24. **Fire Drill:** Fire Drills at the I-House are mandatory.
25. **Firearms/Weapons:** Possession of firearms or weapons of any form are banned at the I-House, and SJSU premises.
26. **Emergency contact information:** Residents agree to provide the I-House with an emergency contact prior to move in date and to inform professional staff at I-House of any changes to the emergency contact information throughout their stay at I-House.
27. **General Behavior:** I-House residents are expected to be considerate, honest, sensitive to others, and maintain a level of professionalism with themselves and the residents and guests of the I-House.
28. **Guests:** Residents may have visitors or guests at the I-House only as permitted in the Policies and Regulations in this agreement. Overnight guests and visitors are bound by the same rules and regulations as the licensee. Licensee is responsible for any damage incurred by his/her guests or visitors. **Note:** Residents who invite guests must complete the guest policy form.
29. **Health Insurance:** All residents of the I-House are required to show proof of health insurance coverage for their period of stay at I-House.
30. **Insurance, Automobile:** Residents of I-House agree to accept financial responsibility for any loss or damage to personal property or personal vehicle and vehicle of their guests and their invitees which may be parked at I-House caused by theft, fire vandalism, or any other cause. It is recommended that residents obtain and maintain through the term of this Agreement a policy of automobile insurance. I-House assumes no responsibility for damages to vehicles.

31. **Insurance, Renters:** I-House does not provide insurance to cover the personal or property damage of residents. I-House highly recommends that residents, at their expense obtain insurance such as a renter's policy.
32. **Keys:** Each resident is issued keys to the I-House when the resident checks into I-House. Each resident is responsible for his/her own keys and under no circumstances are they to be duplicated or loaned to another individual. There is a non-refundable charge of \$25.00 per key for any keys lost or stolen. It is a misdemeanor for any person to duplicate or have in his/her possession without proper authorization any keys to a building controlled by the I-House.
33. **License Transfer:** A resident's license to occupy the I-House is non-transferrable.
34. **Maintenance of Premises:** I-House shall provide resident with furnishings in the conditions noted on the room check-in card, which is to be signed by the resident and the Resident Advisor upon move-in to a new bedroom. Residents are expected to give reasonable care to their living environment and its furnishings and agrees to pay for any damages to the I-House due to neglect or intent. Resident shall vacate the living unit in good order and repair, or resident shall pay I-House the reasonable costs incurred in returning the living unit to a condition of good order and repair. This includes but is not limited to damages to the building, missing furniture and/or equipment.

Resident shall make no alternation to the living unit without permission of I-House. Any structural addition or alteration is prohibited.

Resident shall not possess any highly flammable material, firearms, ammunition, fireworks, knives, explosives, dangerous weapons, or any other material which, in the opinion of the Director of I-House, poses an unreasonable risk of damage or injury. Residents in possession of these items are subject to immediate eviction. SJPD may be called upon if necessary.

Licensee agrees to pay for any damages to I-House caused by licensee because of neglect or intent of licensee. Licensee will be responsible for paying for damages to the building and for damaged or missing furniture or equipment. When two or more students occupy the same room, and responsibility for damages or loss in the room cannot be determined by the I-House Office after discussion with the students, the cost of damage or loss will be divided and assessed equally between the residents of the bedroom. Damage occurring in common areas in which no individual is identified as responsible, shall be assessed against all I-House residents as a group.

35. **Megan's Law:** Pursuant to Section 209.46 of the Penal Code, information about specified registered sex offenders is made available to the public via Internet web site maintained by the Department of Justice at www.meganslaw.ca.gov.
36. **Odors:** 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 amongst roommates to ensure no one is allergic or offended by the scent.

Reasonable personal hygiene is expected of all I-House residents. Guidance regarding reasonable standards may be provided by I-House staff.

Oral Representation Policy: To avoid any misunderstanding, we advise residents that I-House does not enter into any oral agreements or rely on any oral representation concerning the

Agreement. All agreements are expressed in writing and supersede any understanding which may have been understood verbally.

37. **Pets:** The health and safety of residents is important to the community. Due to concerns for health, safety, sanitation, noise, and humane treatment, pets of any type are not permitted to live in the I-House. Given the shared community living environment of the International House facility, the Director will determine if appropriate living accommodations can be provided for the prospective resident and service animal.
38. **Photographs/Videos:** By acknowledging this Agreement, residents of the I-House grant permission to CSU, SJSU Research Foundation and the I-House, its employees and agents, to take visual/audio images of the resident. Visual/Audit images are any type of recording including but not limited to photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompany written descriptions. CSU, SJSU Research Foundation and the I-House will not materially alter the original images. Residents of the I-House acknowledge that CSU, SJSU Research Foundation and the I-House owns the images and all rights related to them. The images may be used in any manner or media without notifying the resident, such as University sponsored websites which includes the I-House, publications, promotions, broadcasts, advertisements, post masters and theater slides, as well as for non-related uses. Residents waive 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. Residents release CSU, SJSU Research Foundation and the I-House from any claims, damages or liability which resident may ever have in connection with the taking of use of the images or printed material used with the images. Residents under 18 residing at the I-House require completion of *Video/Audit Image Release Form*. More information can be found at: <http://www.sjsu.edu/communications/identity/powersource/photo/>.
39. **Photography:** Persons in bedrooms, bathrooms, and dressing areas are off limits to filming, recording, and photography without the express consent of all individuals being filmed, recorded, or photographed.
40. **Posting Policy:** The Director of I-House or designee must approve any postings found within I-House facilities.
41. **Privacy Act:** A federal law that governs our collection and use of records which includes a grouping of information about an individual such as personal identifiers (i.e., social security number). The Privacy Act provides individuals with the right to request and review their records (subject to privacy exemptions).
42. **Prohibited Items:** Residents are not permitted to have certain items, which may present a hazard to their fellow residents on the I-House property. This includes any items that directly or indirectly impact safety/security and/or fire safety. These items include but are not limited to: Combustible materials, liquid filled furniture, candles/incense, non-UL rated extension cords, halogen lights, portable heaters (unless approved by the I-House director), lava lamps, electrical appliances with exposed heating elements, major appliances and grills, outdoor antennas and/or television radio reception equipment, weights/exercise equipment in bedrooms, and weights/exercise equipment in common areas unless approved by Director, hookahs, vape pens, and other smoking apparatuses, darts/dart board. Please email your I-House director or designee should you have any questions on items not listed.

43. **Quiet Hours:** Guests must adhere to the following Quiet Hours:

Sunday – Thursday: 10:00pm to 8:00am

Friday – Saturday: 12:00am to 10:00am

Quiet hours may be extended to 24 hours if necessary, and will be 24 hours during exam weeks. Noise must be kept to respectful levels at all times, and in case of conflict, appropriate noise levels will be determined by staff.

44. **Refunds:** I-House shall authorize refunds only as provided herein or in Title 5 of the California Code of Regulations or other applicable law.

45. **Relations:** Any resident who poses a safety concern may be asked to leave the I-House premises. I-House reserves the right to remove any individual exhibiting behavior deemed by the I-House director as a threat to the residents and the I-House community.

46. **Right of Entry:** I-House reserves the right to enter resident's room to inspect the premises for the purposes of management, health, safety, maintenance, and to ensure adherence to applicable rules and regulations. In so far as possible, advanced notification will be given.

47. **Room Care:** Resident agrees to give good care to his/her room, its furnishings, and common areas, and to maintain sanitary conditions and safety conditions acceptable to the I-House. The \$100 Room Care fee and additional charges may be applied following move-out-date, contingent upon the Director of I-House determining resident left furniture, equipment and/or building in poor condition or any fees remain unpaid.

48. **Safety:** Persons and/or objects are not to occupy the outside window sills or front porch roof. Throwing objects from the windows of the I-House, climbing on the roof or the balcony, or smoking on the premises and grounds may result in eviction.

49. **Smoking Policy:** I-House is a non-smoking facility. Smoking is not permitted in a facility or on the grounds including parking lots.

"Smoking" is defined as inhaling, exhaling, burning or carrying a lighted cigarette, cigar, pipe, hookah, vape pen or electronic cigarette (e-cigarette). "Tobacco product" is any items containing tobacco leaves and any product containing biologically active amounts of nicotine that can be inhaled. It does not include any product designed and approved by the U.S. Food and Drug Administration (FDA) for the use in treating nicotine or tobacco dependence.

§ 1927.1. Tampering with Smoke Detector Prohibited: In accordance with section 901.8 of title 24, part 9 of the California Code of Regulations (California Fire Code), no licensee shall willfully tamper with, dismantle, or disable any automatic fire alarm system or smoke detector that is located on the grounds of the I-House under jurisdiction of the Board.

Violation may result in disciplinary action and/or revocation of Agreement including, but not limited to, being held responsible for the full amount owed for their Agreement for the semester and applicable fines as defined in §1927.1

50. **Storage:** Storage is limited. Resident's items may be boxed, labelled and stored in the designated storage rooms. I-House is not responsible for items that have been placed in the

storage rooms. Furniture and other items prohibited in the contract are not permitted to be stored in the designated storage rooms.

51. **Student Privacy (FERPA):** The Family Education Rights of Privacy (FERPA) of 1974 helps protect the privacy of student records. The Act provides the right to inspect and review educational records, to seek to amend those records, and to limit disclosure of information from the records which may include records related to the I-House. Students who are currently enrolled or formerly enrolled regardless of age or parental dependency status, are protected.
52. **Taxable Possessory Interest:** Although the use granted herein does not create a property interest to residents as per California Code, Revenue, and Taxation Section 107.6 which requires the resident to be informed and the resident is hereby informed, of the possibility that a taxing authority may take contrary view and subject the resident to payment of property taxes on the possessory property interest determined to be created herein.
53. **Trash Removal:** Residents are responsible for disposing of trash in their bedrooms to appropriate trash and recycling containers placed in utility rooms or exterior trash/recycling bins. Large items, furniture, boxes, mattresses, electronic devices, etc. shall be disposed of appropriately.
54. **Treatment of Indebtedness:** Failure to pay I-House fees may result in a hold being placed by I-House on a student's academic records, which may prevent release of transcripts and registration for the following semester. Failure to pay I-House fees may result in eviction from the premises in accordance with county regulations.
55. **Utilities:** Directives of the State of California concerning energy conservation will be enforced. Utilities may be limited upon directives or policies of the State of California, the CSU Research Foundation, SJSU, or I-House.
56. **Vacating Premises:** The resident shall vacate the housing facility the date the license agreement expires, or upon termination of his/her license to use the facilities whichever is sooner. Abandonment of the premises does not release resident from any obligation due to the I-House

ARTICLE III: INTERNATIONAL HOUSE RULES

The following are prohibited at the I-House. Violation of the following may result in termination of agreement and possible eviction (includes but is not limited to):

1. Sale or knowingly possessing illegal drugs, restricted dangerous drugs or narcotics as those terms are used in the California Statutes, except where lawfully prescribed for medical or dental care.
2. Firearms, weapons, ammunition, fireworks, explosives, and highly flammable materials within the I-House.
3. Gambling in any form.
4. Weights and exercise equipment.
5. Animals and pets in student rooms.
6. Hot plates, microwaves, electric kettles, and similar appliances in resident rooms; cooking in resident rooms.
7. Remodeling or renovating of the room or furniture; tampering with the electrical or mechanical fixtures in the room; placement of personal air conditioners in the room; placement of antennas and wiring for radio, stereo systems, TV, internet connections, etc. out of the window;

refrigerators larger than 3.0 cubic feet; and removal or addition of furniture without approval by the Director.

8. Licensee attaching objects to the premises by nails or screws or altering the premises in any manner whatsoever without the prior consent of licenser.
9. Parking in a reserved parking space on the sides of the building without an I-House parking permit. Illegally parked cars may be subject to ticketing and/or towed.
10. Tampering with, or removal of, windows, or from any part of the building.
11. Willful or malicious tampering with the fire system or fire-fighting equipment is a misdemeanor, and is punishable by up to one year in county jail and/or a \$1,000 fine. Tampering resulting in injury or death to an individual is punishable by imprisonment in state prison and/or by a fine of \$500 - \$10,000. (CA Penal Code 148.4)
12. Removal of and common area furniture to individual rooms.
13. For reasons of security, propping or unlocking of outside doors.
14. Residents from accessing the roof/balcony without prior consent of the Director of I-House.

ARTICLE IV: HOLD HARMLESS

SJSURF shall hold harmless, defend and indemnify Resident from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act of omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, except for those arising from, or caused by, intentional acts, gross negligence or reckless disregard of risk by Resident and subject to Section 1542 of the California Civil Code.

Resident shall hold harmless, defend and indemnify, SJSURF, the State of California, the Trustees of the California State University, the CSU, International Gateways, College of International and Extended Studies, San José State University and the employees, officers, and agents of each of them (hereinafter collectively referred to as SJSU) from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act of omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, except for those arising from, or caused by, intentional acts, gross negligence or reckless disregard of risk by SJSURF or SJSU and subject to Section 1542 of the California Civil Code.

ARTICLE V: FORCE MAJEUR

Neither Parties shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials, or equipment impaction or enrollment restrictions ordered by the California State University, or failure to delay in delivery by suppliers or delays in transportation.

ARTICLE VI: WAIVER AND RELEASE OF LIABILITY, AND DISCLOSURES

1. **Acceptance of Risk:** By signature of this agreement, prospective and current residents are fully aware and understand there are number of risks associated with staying at the I-House which include but are not limited acts of God, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, pandemic, fire, outbreak, and/or accident. These injuries or outcomes may arise from one's own or other's actions, inactions, or negligence or conditions of the I-House. Prospective and current residents assume all risks while residing at the I-House including traveling to and from the I-House.

2. **Bed Bugs:** It is the I-House goal to maintain the highest quality of living environment for our Residents. Residents of I-House have an important role in preventing and controlling bed bugs.
- a. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies and about ¼ of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen and become bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
 - b. **Life Cycle and Reproduction:** Average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.
 - c. **Bed Bug bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize that they were bitten. A person's body reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by bites will not be noticed until many days after a person was bitten, if at all.
 - d. **Common signs and symptoms:**
 - i. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls
 - ii. Molted bed bug skins, white sticky eggs, or empty eggshells
 - iii. Very heavily infested areas may have a characteristically sweet odor.
 - iv. Red itchy bite marks, especially on legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the internet websites of the United States Environmental Protection Agency and the National Pest Management Associations.

Residents shall be responsible for bringing onto the I-House property personal furnishings or belongings that are infested with bed bugs, including the personal property of the resident's guests.

If a Resident finds or suspects a bed bug infestation, the Resident must notify a member of I-House staff immediately.

Residents shall cooperate with the inspection, including allowing entry to inspect any unit by I-House or the pest control operator until bed bugs have been eliminated and providing to I-House or the pest control operator information that is necessary to facilitate the detection and treatment of bed bugs.

Prior to treatment, affected Residents will receive written notice including the date(s) and time(s) of treatment, whether and when the Resident is required to be absent from the unit, the deadline for Resident preparation of the unit and a pretreatment check list with information provided by the I-House and the pest control operator.

Residents shall fulfill his or her responsibilities for unit preparation before the scheduled treatment, as described in the pre-treatment instructions given by the I-House director.

If I-House or pest control operator determines that it is necessary for I-House or a resident to dispose of items infested with bed bugs, the items shall be securely sealed in a bag that is of a size as to readily contain the disposed material. Bags shall be furnished as needed to Residents of I-House. All bags shall be clearly labeled as being infested with bed bugs prior to disposal.

Residents who are not able to fulfill their unit preparation responsibilities shall notify the I-House director at least one business day prior to the scheduled pest control operator visit for inspection or treatment. Resident shall provide a reasonable, timely alternative to meet preparation requirements.

A Resident must vacate his or her unit (a temporary space will be provided), if required by the pest control operator for treatment purposes and shall not reenter the unit until directed by the director of I-House.

If Resident does not comply with the instructions given by I-House to help eradicate the bed bug problem, they may be responsible for the full cost of any bed bug eradication related to the bed bug incidents found in the rooms.

3. **Mold:** Mold spores are present essentially everywhere and can grow in almost any moist environment. The resident acknowledges the necessity of adopting and enforcing good housekeeping practices within the premises of the I-House where areas are more vulnerable. This includes but are not limited to kitchen areas, closets, bathrooms, in and around walls.

Resident should notify the I-House director or an I-House staff member immediately should they observe, suspect or have reason to believe any mold condition exists on the I-House premises.

The I-House director or an I-House professional staff member may perform an inspection and shall contact the local mold removal company if deemed necessary.

4. **University Liability:** Residents and visitors of the I-House release all liability and promise not to sue or initiate any lawsuit or action of any kind against the I-House. Neither the SJSU Research Foundation, the State of California, the Trustees of the California State University, California State University, San Jose State University and their employees, officers, directors, and agents (collectively, "University") from any and all claims, including University's negligence, resulting in physical or psychological injury (including but not limited to paralysis and/or death) illness incurred due to a virus or communicable diseases, disease, damages which include but are not limited to Natural Disasters, economical or emotional loss suffered during residence at the I-House, and assuming all risks of resident's participation in residing at the I-House, including travel to and from the I-House (including auto, bus and air travel) or any events incidental to residing at the I-House. Neither the SJSU Research Foundation nor the I-House assumes responsibility for any property of the license which is lost, stolen, damaged, or destroyed in the I-House at any time including periods when the resident is not in occupancy.
5. **Relocation:** Lease agreement becomes nullified should the I-House becomes inhabitable for any reason. I-House is not obligated to pay the residents of the I-House for relocation costs; however, the I-House will make every attempt to provide housing alternative.
6. **Natural Disaster:** I-House assumes no responsibility for damage to personal belongings resulting from a natural disaster which includes but are not limited to fire generated by a natural source, earthquake, tsunamis, floods, hurricanes, tornados, volcanic eruptions, Typhoons, mudslides, and other geologic process. I-House highly recommends that residents, at their expense obtain insurance such as a renter's policy and document through photographic evidence personal belongings before and after a natural disaster to validate any claims of damages made.

ARTICLE VII: STUDENT QUARANTINE PROTOCOL

For I-House resident(s) with exposure or have tested positive for COVID-19, the housing plan as specified in the SJSU ADAP Plan (refer to section under, "University Housing Services" of the ADAP Plan) will be executed. The protocol has been included below for your reference:

1. Tier I: The student has their own room and remains in their current space
 - I-House will work with Chartwells SJSU food service vendor to arrange for daily meal delivery to the student.
 - Cleaning supplies will be provided to students.

2. Tier II: The student is relocated to another location on campus
 - Six (6) efficiency units and two (2) four-bedroom apartments has been designated for those have been exposed or tested positive for COVID-19. All units include private bathrooms. The apartments include a full kitchen and efficiency units, a microwave and small refrigerator.
 - International House will work with Chartwells SJSU food service vendor to arrange for daily meal delivery to residents.
 - Additional cleaning supplies will be provided to students as well.

3. Tier III: If additional quarantine spaces are needed, the campus will work with area hotels to reserve single occupancy rooms.
 - Housing will work with hotel management to ensure meals are provided to students.
 - Once a resident has cleared the 14-day period with no symptoms, they will begin approval to return to their original room at International House or provide a new permanent space. Those who have tested positive for COVID-19 will need to test negative before being permitted to return to a permanent space.

ARTICLE VIII: FOOD SERVICE

Matriculated SJSU students are required to purchase a meal plan for the Fall semester. Non-student residents are not required to purchase a meal plan. However, if quarantine is required and meals must be delivered to resident, purchase of a full meal plan will be required for the duration of the required meal service. The cost will be determined based on the duration of the required meal service and any administrative fees that are incurred to provide meal service.

The International House license fee includes food service. There is no compensation for missed meals. A percentage of absence is expected in projecting the meal cost.

The I-House will offer EITHER professional chefs preparing meals onsite at I-House to offer breakfast, lunch, and dinner Monday - Thursday; and brunch and dinner on Fridays; OR a food service meal plan (Spartan Plus Plan) provided by on-campus dining services. With meal service offered onsite at I-House by professional chefs, limited Dining Dollars and entries into The Commons on campus will be included in the meal plan.

Fall 2021 Dates	Service Explained	
Tuesday, August 17	I-House Mandatory Orientation Lunch provided	
Thursday, August 19	Classes and Regular Meal Service Begin	
Thursday, November 11	Veterans Day observed, No meal service	
Wednesday, November 24 Dinner through Sunday, November 28	Thanksgiving Break, No meal service	
Wednesday, December 15	Last Meal of Semester I-House. End of Fall license/Move-out day.	
Spring 2022 Dates	Service Explained	
Monday, January 24	I-House Mandatory Orientation Lunch provided	
Wednesday, January 26	Classes and Regular Meal Service Begin	
Saturday, March 28 through Sunday April 3	Spring Recess - No Meal Service	
Wednesday, May 25	Last Meal of Semester. End of Spring license/Move-out day.	

ARTICLE IX: PAYMENT SCHEDULE

Carefully read the payment schedule and return your deposit with your license. The amount of \$8,649.00 for the Fall or Spring Semester is based upon a shared room and an International House meal plan. Single rooms cost an additional \$200.

Fall 2021 semester, payable as follows:

\$2,883.00 with license + \$100.00 (one time) Room Care Deposit + \$60 (per semester)
Student Activity Fee
\$2,883.00 upon moving in
\$2,883.00 Balance due October 1, 2021

Spring 2022 semester, payable as follows: \$2,821.00 with license + \$100.00 (one time) Room Care Deposit + \$60 (per semester) Student Activity Fee

\$2,883.00 with license + \$100.00 (one time) Room Care Deposit + \$60 (per semester)
Student Activity Fee
\$2,883.00 upon moving in
\$2,883.00 Balance due March 1, 2022

A late fee of \$10.00 will be charged if installment is late. It is the responsibility of the licensee to remember the payment due dates.

SIGNATURE PAGE TO FOLLOW

ARTICLE X: CONCLUSION

By signing below, the Resident acknowledges its agreement with the terms and conditions of this Agreement and signatory represents and warrants he/she is authorized to sign on behalf of and to bind his/her Party to all the terms and conditions of this Agreement.

San Jose State University

Resident

I-House Administrator

Resident Signature

Date

Date

Parent or Legal Guardian Signature Required for Minors under age 18:

I am the parent or legal guardian of the resident. I have read this document, and I am signing it freely. I understand the legal consequences of signing this document, including (a) releasing the I-House, the State of California, the Trustees of the California State University, California State University, San Jose State University and their employees, offers, directors, and agents (collectively, "University") from all liability on my and the resident's behalf, (b) waiving my and the resident's right to sue the I-House, the State of California, the Trustees of the California State University, California State University, San Jose State University and their employees, offers, directors, and agents (collectively, "University"), (c) and assuming all risks of resident's participation in residing at the I-House, including travel to and from the I-House (including auto, bus and air travel) or any events incidental to residing at the I-House. I allow the resident to reside at the I-House I understand I am responsible for the obligations and acts of the resident as described in this document. I agree to be bound by the terms of this document."

Parent/Guardian Signature

Date