

California Polytechnic State University
Housing and Dining License Agreement
LICENSE TERMS AND CONDITIONS - 2020 – 2021
COVID-19 ADDENDUM

Please refer to the University Housing and Dining License Agreement you executed. By electronically signing the License Agreement, you agree to have read and are bound by all of its provisions. Please read these provisions carefully before submitting this Academic Year 2020-2021 Addendum. This addendum to the License Agreement contains amendments to the Terms and Conditions by which a Licensee agrees to abide by to live on-campus during the 2020-2021 Academic Year. This addendum is incorporated into and supplements the California Polytechnic 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 quarters, or for such portion of the academic year(s) as may remain at the time the License Agreement is signed. In addition to the original License Agreement, the following will apply:

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 campus housing and campus dining venues. Both Cal Poly and the Cal Poly Corporation have taken and will continue to take various measures to address the health and safety of students in campus housing and dining venues. However, those measures cannot completely eliminate the risk of exposure. Students who have elected to reside in campus housing and utilize campus dining programs will face a risk of exposure. To minimize the risk to oneself and to others, Licensee acknowledges, confirms, and agrees to the following:

- Although Cal Poly and the Cal Poly Corporation have 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, Licensee indicates to the best of their knowledge, they are not currently infected with COVID-19.
- Upon occupancy, Licensee 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 Licensee's knowledge, within the last 14 days, Licensee has not come into contact with an individual known or reasonably believed to be infected with COVID-19.
- Licensee agrees to immediately notify Campus Health & Wellbeing or designated University Housing staff members if they, at any time whatsoever during the term of the license, experience any symptom(s) associated with COVID-19, or believe they may have come into contact with an individual known or reasonably believed to be infected with COVID-19.
- Licensee understands and agrees to comply with all federal, state and local directives, orders or requirements related to COVID-19 as well as any Cal Poly directive or policy.
 - Licensee agrees to the following mandatory COVID-19 mitigation requirements:

- Masks are required in Campus Dining venues at all times. Food and beverage will be grab and go with no indoor seating, drinking or eating.
- Follow physical distancing instructions located inside and outside of each venue
- Sanitize hands prior to entry
- Do not move outdoor chairs or tables from approved schematic

Failure to comply with the requirements may result in disciplinary action as determined by the Office of Student Rights and Responsibilities.

1) OCCUPANCY.

- a) Occupancy Periods. The occupancy dates have changed from the original License Agreement to the following:

2020-2021 Occupancy Dates		
Period	Begins	Ends
Fall Quarter 2020	8am, Tuesday, Sept. 8 (or approved move-in date)	5pm, Saturday, Nov. 21
<i>Winter Break- NOT INCLUDED separate contract & charge</i>	<i>5pm, Saturday, Nov. 21</i>	<i>12noon, Sunday, Jan. 3</i>
Winter Quarter 2021	12noon, Sunday, Jan. 3	5pm, Wednesday, Mar. 24 (residents leaving the University)
Spring Quarter 2021	3pm, Thursday, Mar. 25 (new residents)	5pm, Sunday, June 13 (or 24 hours after last final)

- b) Excludes Winter Break. This License does NOT grant Licensee permission to occupy the assigned living unit during the academic break between fall and winter quarters, 5 p.m. November 21, 2020 through 12 noon January 3, 2021 (Winter Break). Students who are not able to return home, feel safer or more successful on campus may be offered the opportunity to sign up to remain during the winter break period. Students approved to remain must sign a separate Winter Break Housing License, pay an additional housing fee, and be housed in winter break determined housing. Except for those approved to remain in campus housing for winter break, a charge for recovery costs for related and appropriate operating expenses will be assessed to any resident who has not vacated by the 5 p.m. Saturday, November 21, 2020 deadline.
- c) Terms of occupancy are subject to change should future directives of Cal Poly, local, state, and federal or public health officials so require. University Housing reserves the right to relocate students to alternative housing as necessary to comply with public health directives due to COVID-19 or other public health emergency. Relocation does not constitute a termination of the Housing License.

2) OCCUPANCY REQUIREMENTS.

- a) Upon arrival and check-in, Licensee agrees to comply with and follow the guidance of any directives of local, state, and federal public health officials during the terms of occupancy which may include return from breaks.
- b) Licensee agrees to take personal responsibility for their own health and safety.

3) MEAL PLAN

- a) Licensee meal plans will be activated September 1st. Consistent with the signed License agreement, any unused meal plan dollars in the fall quarter will be rolled over to the subsequent quarters. [as provided in the University Housing and Dining License Agreement].

3) SCREENING & EXPOSURE INVESTIGATIONS.

- a) Under direction from the Cal Poly Emergency Operations Center (EOC), University Housing may be asked to provide information for the campus screening, exposure, or outbreak investigation process.

4) TERMINATION.

- a) Upon reasonable notice, University Housing reserves the right to terminate the housing license due to public health emergency needs, including closing or de-densifying residence halls and/or apartments for COVID-19.

5) GUESTS.

- a) Guests will not be allowed inside University Housing until such time as Cal Poly lifts this restriction.
- b) An exception will be made during the move-in and move-out processes. During move-in/move-out, students will be limited to two helpers. All helpers assisting students will be required to wear face coverings while inside the buildings.

6) TEXTING.

- a) All residents will be automatically opted in to University Housing's text messaging system. University Housing reserves the right to send broadcast or individual text messages which are related to emergencies, housing building conditions, or activities for which urgent notice is required and that will potentially affect most of the recipients. To Opt-Out of Text Messages, please visit the University Housing Portal via my.calpoly.edu.
- b) Carriers may charge for text messages, and charges are the responsibility of the individual not the university.

7) WIFI USE.

- a) Under direction from the Cal Poly Emergency Operations Center (EOC), University Housing may review Cal Poly data to provide a viable, accurate, and timely census.
- b) Under this provision for emergency census, use of such data is restricted to and used for the sole purpose of cross-referencing with student housing records.

8) RIGHT OF ENTRY.

- a) Licensee must vacate their room 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 room is required by a Cal Poly representative.

9) COVID-19 OR ANOTHER PANDEMIC.

- a) 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 this Force Majeure clause 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.

- b) In the event that Licensee is unable to occupy the Premises due to circumstances related to COVID-19, the University will provide Licensee with prorated refunds for any housing license fee and meal plan fee amounts representing the time period during which Licensee was unable to occupy the Premises and chooses to reside at their permanent address due to circumstances related to COVID-19. At Licensee's option, Licensee may, in lieu of a pro-rata refund for unused meal plan amounts, request that unused meal plan amounts be rolled over to subsequent quarters for use.
- c) Confirmed Positive or Exposure to COVID-19 Guidelines
 - i. Licensee will notify Campus Health & Wellbeing or designated University Housing 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.
 - ii. Licensee agrees to be moved into a self-isolation unit as directed by County Public Health or Campus Health & Wellbeing.
 - iii. Licensee, if ordered to isolate, will not go to other on-campus facilities or end isolation until they have met CDC's criteria to discontinue isolation.
 - iv. Licensee acknowledges that a medical authority (that may be Campus Health & Wellbeing) will determine if Licensee is able to self-isolate or needs to be referred to a healthcare facility, depending on how severe their symptoms are.
 - v. Licensee will follow CDC Guidance for caring for oneself and others who are sick.

In the event of a conflict between this Addendum and the remaining sections of the Housing License Agreement, this Addendum will prevail.

PAYMENT SCHEDULE AND PROVISIONS 2020-2021

1) HOUSING FEES & PAYMENTS.

Fee Schedule & Due Dates:

Academic Year Housing Fees					
Continuing/Transfer Apartment Single Bedroom	First-Year Apartment Single Bedroom	First-Year ResHall Single Room	First-Year yak?it'ut'u Double Room	First-Year ResHall Double Room	
Academic Year Amount	\$10,803	\$9,441	\$9,441	\$8,583	\$8,157

Quarterly & Monthly Housing Fees*					
TOTAL FALL 2020 Charges	\$3,402	\$2,973	\$2,973	\$2,703	\$2,568
Installment Due Dates:					
9/1/2020	\$1,134	\$991	\$991	\$901	\$856
(9/1 AMOUNT IF \$500 INITIAL PYMT MADE)	\$634	\$491	\$491	\$401	\$356
10/1/2020	\$1,134	\$991	\$991	\$901	\$856
11/1/2020	\$1,134	\$991	\$991	\$901	\$856
TOTAL WINTER 2021 Charges	\$3,723	\$3,255	\$3,255	\$2,958	\$2,811
12/1/2020	\$1,241	\$1,085	\$1,085	\$986	\$937
1/1/2021	\$1,241	\$1,085	\$1,085	\$986	\$937
2/1/2021	\$1,241	\$1,085	\$1,085	\$986	\$937
TOTAL SPRING 2021 Charges	\$3,678	\$3,213	\$3,213	\$2,922	\$2,778
3/1/2021	\$1,226	\$1,071	\$1,071	\$974	\$926
4/1/2021	\$1,226	\$1,071	\$1,071	\$974	\$926
5/1/2021	\$1,226	\$1,071	\$1,071	\$974	\$926
TOTAL ACADEMIC YEAR	\$10,803	\$9,441	\$9,441	\$8,583	\$8,157

Licensee agrees to the terms set forth in this Addendum when electronically signed.