

University Property Management University Park License Agreement, 2016-2017

PART II TERMS AND CONDITIONS

TERMS AND CONDITIONS: This License Agreement is subject to the regulations contained in Title V of the California Administrative Code, sections 42000-42103. A copy of those regulations is available by request at the offices of University Housing and by email at <http://www.oal.ca.gov/>. Licensee(s) agrees to comply with University Park Rules and Regulations, which are attached hereto, and any subsequent amendments. **Rent Control Ordinances and San Francisco Rules and Regulations do not apply per City and County of San Francisco Municipal Code Administrative Code Section 37.2(r).**

1. BASE RENT: Licensee(s) agrees to pay rent by personal check, cashier's check, or money order and not use cash. Rent shall be paid to The University at the following address: **800 Font Blvd., San Francisco, CA 94132** or at such other place designated by The University. Any other sums, which may become due from Licensee(s), shall be due on the rent Due Date. Licensee(s) bears the risk of loss or delay of any payment made by mail. The University must receive mailed rent payments on or before the Due Date. Rent for any partial month shall be pro-rated at the rate of 1/30th of the monthly rent per day. The University may apply any payment made by Licensee(s) to any obligation of Licensee(s) to The University notwithstanding any dates or other direction from Licensee(s) that accompanies any such payment. Any attempt by Licensee(s) to allocate a payment in any other way shall be null and void.

2. STORAGE: University shall not be liable nor shall Licensee make any claim against University, for any loss, injury or damage to the person or property of Licensee or anyone else occurring in or about the Storage from any cause whatsoever, including, without limitations, defects in the building in which the Storage is located, water damage, and Licensee's negligence; affirmative or otherwise.

3. PARKING: Licensee agrees to use the parking space exclusively for the parking of motor vehicles; excluding trailers of any kind, boats, campers, buses, or trucks larger than a one-ton pickup. Absolutely NO mechanical work and NO storage of any kind shall be permitted in or around the parking space. University shall not be liable nor shall Licensee make any claim against University, for any loss, injury or damage to the person or property of Licensee or anyone else occurring in or about the Carport from any cause whatsoever, including, without limitations, defects in the building in which the Carport Stall is located, water damage, and Licensee's negligence; affirmative or otherwise.

4. SECURITY DEPOSIT: The Licensee makes this Security Deposit against any damage, except reasonable wear, done to the premises by the Licensee, his/her family, guests, invitees, and/or agents. Licensee agrees to pay when billed the full amount of any such damage in order that the Security Deposit will remain intact. Upon termination of this License, the Security Deposit shall be refunded to the Licensee or shall be applied to any such damage or any delinquent rent payment. The University's check or other draft refunding any balance of the Security Deposit may be made in the name of all original Licensee(s) regardless of the party who in fact made the deposit and regardless of the identity of the persons then occupying the Premises. Licensee(s) may not apply the Security Deposit, or any portion thereof; to the last month's rent. If any portion of the Security Deposit is applied by The University to any obligations of Licensee(s) at any time during the tenancy Licensee(s) must, upon 5 days written notice, reinstate the Security Deposit to its full original amount. Upon Licensee(s)'s surrender of the Premises, the Security Deposit or balance thereof, if any, shall be mailed to Licensee(s) at last known address in the same manner as any refund of the Security Deposit.

5. LATE PAYMENTS: Licensee(s) and The University agree that The University will sustain costs and damage as a result of any late payment of rent but that it will be extremely difficult to determine with specificity the actual amount of that damage. Therefore, Licensee(s) agrees to pay, as additional rent, a late charge equal to **\$100.00** for any payment of rent not received by The University within five calendar days of the Due Date. The parties agree that this late charge represents a fair and reasonable estimate of the costs and damages that The University will incur by reason of late payment by Licensee(s). The provision for payment of a late charge does not constitute a grace period and The University may serve a 3-Day Notice to Pay Rent or Quit on the day after the Due Date. The University and Licensee(s) agree that Licensee(s) paying rent five days after the Due Date on three separate occasions within any twelve month period shall constitute habitual late payment of rent and may be considered a just cause for eviction.

6. RETURNED CHECKS: In the event that Licensee(s) makes any payment required hereunder with a check which is not honored by the bank on which it is drawn for any reason, Licensee(s) agrees to pay to the University the additional sum of **\$50.00** as a reimbursement of the expenses incurred by the University. A dishonored check shall constitute late payment of rent and shall be subject to late charges as outlined above. Such charges shall be immediately due and payable upon notice to Licensee(s). Failure to pay the charges immediately shall constitute a default under the terms of this Agreement. The University reserves the right to demand payment of rent by certified funds, cashier's check or money order for all future payments in the event of any such returned check or any other monetary default by Licensee(s) and rent tendered in any other form may be refused by The University. Nothing in this paragraph shall limit other remedies available to The University as a payee of a dishonored check. The University and Licensee(s) agree that three returned checks in any nine-month period shall constitute frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

7. FAILURE TO PAY: Pursuant to Civil Code Section 1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations, such as your financial obligations under the terms of this Agreement.

8. INDIVIDUAL LIABILITY: Each person who signs this agreement, whether or not said person is or remains in possession, shall be jointly and severally responsible for the full performance of each and every obligation of this agreement, including, but not limited to, the payment of all rent due and the payment of costs to remedy damages to the Premises regardless of whether such damages were caused by a Licensee(s) or invitee of Licensee(s).

9. USE/OCCUPANCY

- The University hereby grants to Licensee(s) permission to occupy an apartment within the housing facility as a Licensee(s) for the entire License Term stated in Section I. Specific assignment of an apartment address shall be made by University and may be changed by University as warranted. No person other than the Licensee(s) identified above has permission to occupy the unit unless such permission is in writing and signed by the University. The acceptance of payment from any other individual shall be deemed to be the payment on behalf of the Licensee(s) named above, and shall not constitute permission for the person making the payment to occupy the Licensed premises. Licensee(s) may have guests in the unit for not over seven consecutive days or fifteen days in a calendar year, and no more than two at any one time. Licensee(s) must obtain the prior written approval of the University if an invitee of Licensee(s) will be present at the unit for more than seven consecutive nights or fifteen days in a calendar year. Violation of the provisions of this section shall be deemed a substantial and material breach of this Agreement and is agreed to be a just cause for eviction.

- This License Agreement shall not be transferred except as permitted in Part II, section 2 Revocation of License Agreement. Licensee(s) shall not assign this License Agreement nor sublet all or any part of the licensed premises. Any such sublet shall be deemed an improper subletting of the licensed premises and shall subject the Licensee(s) to termination. Any attempted subletting or assignment in violation of this provision shall be void.
- It is understood and agreed by Licensee(s) and the University that no lease or any other interest in real property is created by this Agreement.
- Licensee(s) agrees that the assigned unit is licensed for residential use only. Licensee(s) shall not use the space as a business address, nor shall Licensee(s) conduct any business activities on the premises. Conducting business activities includes, without limitation, using the living unit address as a mailing address for business related activities and functions and hosting of websites.

10. LICENSE RENEWAL

A minimum of thirty days before expiration of the License Agreement, a renewal form will be sent to the Licensee. If renewing, the Licensee will need to sign and submit a new license agreement and update any changes to the apartment household. Failure to renew the license agreement after it expires may result in the service of a Three Day Notice to Perform or Quit.

11. REVOCATION OF LICENSE AGREEMENT

University may revoke this License Agreement if Licensee's breach of any term or condition of this License Agreement, including failure to pay required fees. University shall provide Licensee(s) not less than a three-(3) day written notice. University may also revoke this License Agreement in case of administrative necessity of University. University shall provide Licensee(s) not less than a fourteen-(14) day written notice in the event of a revocation due to administrative necessity of University, except in cases of emergency.

In a case of administrative necessity, the Licensee(s) shall owe an amount equal to the prorated charge for each day from the beginning of the License Term through the last day of occupancy, plus any damages to the property as described in 42019, Title V, California Administrative Code.

In the event of a breach of any term or condition of this License Agreement including failure to pay required fees, except as noted in 42019, Title V, California Administrative Code, the Licensee(s) may be determined to owe the amount due under the full License Term plus any damages to the property as described in 42021, Title V, California Administrative Code.

12. ABANDONMENT BY LICENSEE(S)

Abandonment of the premises by Licensee(s) may not release Licensee(s) from paying any obligation due the University for so long as the University does not terminate Licensee's right to an assigned unit. In the event of abandonment, Licensee(s) may have the right to be released from this agreement if a suitable replacement is found, pursuant to campus regulations and with consent of University, which consent shall not reasonably be withheld.

13. SALE OR DISTRIBUTION OF PROPERTY

Any property which the University reasonably believes to have been abandoned by the Licensee(s) after the termination of this Agreement will be disposed of by the University pursuant to the requirements of California Civil Code Section 2080.09, and any applicable regulations promulgated by the Trustees of the California State University.

14. TREATMENT OF INDEBTEDNESS: Failure of Licensee(s) to satisfy the financial obligations of this License Agreement may result in one or more of the following:

- Imposition of a late fee.
- Revocation of the License Agreement.
- Eviction.
- Withholding of University services pursuant to 42380, et seq, Title V, California Administrative Code. This would include:
 - Withholding official transcript.
 - Denial of registration.
 - Offset of paychecks, loans, grants, or scholarship payable through the University, and/or state income tax refunds or rebates.
 - Legal action to collect unpaid obligations.

15. INSURANCE

During the period covered by this License Agreement, Licensee is required to carry sufficient health and accident insurance and provide verification of coverage. University has no insurance to cover the personal or property damage of Licensee. Residents are advised to carry sufficient personal insurance on their property and to protect them from liability to avoid loss due to fire, flood, theft, personal injury or injury to others, or other casualty. University Property Management will not be financially responsible for replacement of any items or for Residents' liability unless as direct and proximate result of University Property Management's negligence.

16. LIABILITY

University does not assume responsibility for the loss, damage, or destruction of any personal property kept in the licensed space or on housing property. Licensee releases and agrees to indemnify and hold harmless the University from and against any and all claims, demands and/or causes of action related to any accident, casualty or event that may occur on housing property involving Licensee and/or any guest or invitee of Licensee.

17. DESTRUCTION OR UNAVAILABILITY

In the event the assigned unit is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this License Agreement is made, Licensee(s) shall be entitled to a pro-rata refund of any fees applicable to periods after Licensee(s) was required to vacate. Such conditions include but are not limited to damage caused by floods, slides, fire, earthquake, other natural disasters, vandalism, civil disorder, compliance with state or federal law, unanticipated interruption of basic services, or a drop in the rate of space cancellations not reasonably foreseen by University, if such drop results in an over-booking of available housing facilities.

18. DAMAGES TO PREMISES

If the Premises are so damaged by fire, flood or from any other cause so as to render them uninhabitable, then either party shall have the right to terminate this lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen days of occurrence of such damage; except that should such damage or destruction occur as a result of the conduct or negligence of Licensee(s), or Licensee(s)'s guests, then The University only shall have the right to termination. Should this right be exercised by either party then rent for the current period shall be pro-rated between the

parties as of the date of occurrence of the damage and any prepaid rent shall be refunded, along with the Security Deposit, to Licensee(s).

19. INTERRUPTION OF SERVICES

The University shall not be liable to Licensee(s) or to any other person in damages or otherwise, nor shall the University be in default under this Agreement for any interruption or reduction of utilities or services caused by someone other than the University, or by the University due to circumstances beyond the University's reasonable control.

20. NON WAIVER

The waiver of any breach of a term or condition of this License Agreement shall not constitute a waiver of any subsequent breach.

21. TAXABLE POSSESSORY INTEREST

It is the position of University that this License Agreement does not create a taxable possessory interest in real property. However, pursuant to Revenue and Taxation Code 107.6, Licensee is hereby notified that a taxing authority may take a contrary view and may assess Licensee property taxes based on Licensee's interest in this License Agreement.

22. MAINTENANCE OF PREMISES

Licensee agrees to recognize the importance of maintaining the housing facility as an environment conducive for fellow Licensees to study, live, work, sleep and peacefully enjoy the residential environment. While in the Residence Community, Licensee agrees not to disturb this environment.

The University shall provide Licensee(s) with the living unit and in the condition noted on the Apartment Condition Form to be completed at the time of occupancy. Licensee(s) agrees to give reasonable care to her/his living and to make payment for any damage or loss promptly upon demand by University. Licensee(s) shall vacate the living unit in good order and repair, except normal and reasonable wear and tear. In the event Licensee(s) fails to maintain the living unit in good order and repair, Licensee shall pay University the reasonable costs incurred for returning the living unit to a condition of good order and repair. As part of such reimbursement, Licensee's security deposit, or a portion thereof, may be expended for the purpose of payment of such costs.

23. RIGHT OF ENTRY AND INSPECTION

University shall have the right to enter the premises occupied by Licensee(s) for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purpose. University shall exercise these rights reasonably and with respect for Licensee's right to be free from unreasonable searches and intrusions into privacy. The University shall give Licensee(s) reasonable notice of its intention to enter the Premises and shall enter only during normal business hours. Normal business hours shall be defined as 7:00 AM to 7:00 PM, Monday through Saturday. Licensee(s) may not place any unreasonable restrictions upon such entry. If, however, The University reasonably believes that an emergency exists (such as a fire or flood) which requires immediate entry, such entry may be made without prior notice to Licensee(s). If the Premises or the building in which the Premises are located is required by any government agency, lender or insurer to undergo repairs or alterations Licensee(s) agrees to cooperate fully with the University so that all such repairs or alterations are made in as expeditious and efficient a manner as possible.

24. NOTICES

Any notice which either party may give, or is required to give, may be given as required by law or by mailing the same by first-class mail to Licensee(s) at the Premises, and to The University at: San Francisco State University, 800 Font Blvd., San Francisco, CA 94132 or such other address designated by The University.

All notices and requests for repairs or services by Licensee (including security related matters) must be in writing to University. University's compliance with or response to any verbal request regardless of the nature of the request shall not waive the requirement for notices and requests.

25. ALTERATIONS: Licensee(s) shall not renovate the facility in anyway unless prior written approval is granted from University Housing.

26. RENOVATIONS, IMPROVEMENTS AND UTILITIES RECOVERY COSTS

University Property Management may add recovery costs for the purpose of Renovations, Improvements and Utilities to a Licensee's base rent. These recovery costs, associated with common areas and individual units will be calculated on a prorated basis.

27. LOCKS: Licensee(s) shall NOT change any lock or place additional locking devices upon any door or window of the Premises without the prior written consent of the University. Keys to the Premises are the exclusive property of the University. Licensee(s) shall not consign keys to the Premises to any other person without the University's written consent. In the event keys to the Premises are lost, Licensee(s) shall be liable for the entire cost of all key and lock replacement, at the discretion of The University, as required for the security of the Premises, the building and its occupants. All keys must be returned to The University when Licensee(s) vacates, and such return shall designate the actual date and time of termination of tenancy. Licensee(s) shall be charged for the cost of new locks (\$100.00 per lock) and keys (\$20.00 per set) if all keys are not returned.

28. TERMINATION: At or after the expiration of the original term of this Agreement the University or Licensee(s) may terminate the tenancy, in accordance with applicable law, by giving at least 30 days prior, written notice to the other party. Upon termination Licensee(s) shall completely vacate the Premises and any parking or storage areas; give written notice of Licensee(s)'s forwarding address; and deliver all keys, furnishings, if any, and Premises to the University in the same condition as received excepting normal wear and tear. Any attempt by Licensee(s) to terminate this License Agreement prior to the end of the original term shall be deemed to be a breach of this agreement and the University shall be entitled to a termination fee equal to two month's current rent, the recovery of damages occasioned thereby including leasing commissions, advertising expenses and utilities maintained to show the unit.

29. UTILITIES: Licensee shall pay directly for all utilities, services and charges provided to the Premises **AS LISTED IN PART I** on the License Agreement. Licensee agrees to comply with any energy or water conservation programs implemented by San Francisco State University. Licensee understands that the rent paid by all residents is partially determined by the cost of utilities. Nothing contained herein prevents San Francisco State University from passing through to Licensee utility costs as provided by law. Apartment is provided with one working telephone line and one working telephone jack into the Premises. Licensee may, at its sole expense, add additional lines and/or jacks, but no more than three, and said installation shall not cause cosmetic or physical damage to the Premises or any other part of the building. It is Licensee's responsibility to maintain and to repair all said lines.

30. LEAD DISCLOSURE: Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. The law requires that Licensees and lessees receive certain information before renting pre-1978 housing. By signing this Agreement, Licensee represents and agrees that the University has

provided Licensee with such information, including, but not limited to, the EPA booklet entitled “Protect Your Family from Lead in Your Home,” the “San Francisco Lead Hazard Notice for pre-1978 Dwellings,” and the “Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards.” Any known lead-based paint or lead hazards at the Premises, if any, are hereby disclosed as follows: **SEE ADDENDUM.**

University Property Management University Park License Agreement, 2016-2017 PART III TERMS AND CONDITIONS Policies and Regulations

1.0 REGULATIONS

1.01a Alcohol Possession, Transportation, Consumption, Alcoholic beverages and Other

Substance Use: The use of alcoholic beverages must be in compliance with California State Law and is limited to those persons 21 years of age or older. Alcoholic beverages may not be consumed in public areas (any area outside residences). Residents under the age of 21 are not permitted to host guests or residents of any age who are in possession of alcohol. Residents over the age of 21 who host guests, roommates, or residents under the age of 21 in their apartments will have their alcohol emptied out and all guests will be asked to disperse the apartment.

1.01b Alcohol Paraphernalia: Kegs and other similar over-sized containers are expressly prohibited in or around the Residence Community. Possession of alcohol paraphernalia (empty bottles, cans, cocktail shakers, etc.) connote alcohol consumption and are therefore not permitted in Residence Community buildings by residents under the age of 21. Possession of a keg or cache of alcohol deemed a “common source” may result in license termination.

1.02 Bicycles, Skates, and Skateboards: Bicycles, skates, and skateboards must be kept in designated areas and their use is not permitted on patios or other posted areas. Bicycles, skates, and skateboards may be confiscated if left or ridden in unauthorized areas.

1.03 Building Exterior: Posting of unapproved signs or erecting of antennas or any other object on the exterior of buildings is prohibited. No alteration which affects the building’s appearance shall be permitted without prior written approval.

1.04 Candles, Flammable Materials, Incense, and Open Flames: In accordance with California State Fire Codes, open flames are prohibited. Possession or burning of flammable materials is prohibited inside the residence community. No fuel powered motor vehicles or associated parts are permitted within residence community for use, maintenance, repair, or storage. Arrangements may be made with University Housing for special purposes that may require use of an open flame.

1.05 Circuit Breaker Panel: In spaces containing a Circuit Breaker Panel, all items must be kept away from the wall and shall not block the Breaker Panel.

1.06 Commercial Solicitation, Advertising, Promotion and Transactions: Commercial solicitation, advertising, publications, and commercial transactions are prohibited in all areas. Unapproved solicitation, filming, or publicity is prohibited in or around the residence community. This regulation extends to all forms of technology [video cameras, camera phones, etc.] used in filming or photography for commercial use or publication.

1.07 Conduct Expectations: Violations or attempted violations of the University Park License Agreement may result in revocation of the License Agreement and other disciplinary and/or administrative action. Licensees may be held responsible, under the current License Agreement, for policy violations occurring during prior license periods. Licensees are held responsible for their own

actions and for soliciting or assisting another's involvement in any residence community or University policy violations.

1.08 Cooking: All cooking must be confined to the kitchen. Cooking is not permitted in any other parts of the Apartment or elsewhere within the facilities. BBQ on the patio is permissible.

1.09 Damages and Repairs: Licensees agree to give reasonable care to their apartment and ensure sanitary and safe conditions acceptable to University. Licensees are responsible for the removal of their own trash and recycling to a centralized trash/recycling collection area in their complex. Licensees agree to pay for any damages to University property willfully or negligently caused by the Licensee or the Licensee's guest(s). Licensees are collectively responsible for paying for damages to the building and for damaged equipment which occur within common areas. If damage in common areas cannot be traced to a specific individual or group but was in substantial part caused by individuals, groups, or invited guests acting from within the residence community, the Licensees of the complex will be charged collectively. Licensees are financially responsible for any damage to their apartments other than normal wear and tear. University Property Management will make all repairs. Licensees are not permitted to make or contract for repairs.

1.10 Dangerous Devices: Possession, use or threatened use of firearms, ammunition, explosives, firecrackers, hunting knives, dangerous chemicals, or any other objects as weapons on University property except as expressly authorized by law or University regulations is prohibited. Misuse of personal defensive devices (e.g., mace, pepper spray, etc) is prohibited.

1.11 Deliveries: The University is not responsible for the delivery or acceptance of, damage to or loss of messages, packages, mail or other material left at entrances to the building or elsewhere on the premises.

1.12 Drugs: In accordance with State and Federal law, possession, sale, use, or manufacturing of any illegal or controlled substance is prohibited in the residence facility and on campus. Possession or use of drug paraphernalia is also prohibited in the residence community. Drug paraphernalia includes 'bongs', pipes, and/or other devices that may be used to facilitate the consumption of illegal drugs. Any paraphernalia found will be confiscated. Use of medical marijuana is not permitted and medical marijuana cards are not recognized on campus and in the residence facilities.

1.13 Electrical Appliances: All appliances or electrical devices should be compatible with 110 volts 60-cycle AC and be UL approved. Extension and multi plug adapters are prohibited. When power strips are used, circuit breakers and reset buttons are required.

1.14 Resident Eligibility: Any individual convicted of a felony and/or crime demonstrating violent anti-social behavior may be denied permission to use University Property Management facilities.

1.14a Affiliate Eligibility: Resident must provide annual verification of affiliation with San Francisco State University either as a current student, faculty member, administrator or staff. Upon renewal, this License Agreement cannot be transferred or reassigned to an individual who is not affiliated with San Francisco State University.

1.15 Fire Alarms and Drills: Fire alarm testing will be held periodically to ensure Licensees are familiar with the alarm and the emergency building evacuation plan. All persons must leave the building whenever a fire alarm sounds.

1.16 Fire Hazard Inspection: The Fire Marshal or a representative will conduct inspections for fire hazards once a year and will return for spot inspections once a term. Licensee will be given at least 24 hour notice and must grant access for these inspections.

1.17 Fire Safety Equipment: Licensee acknowledges the Premises are equipped with operable smoke detectors. Tampering with fire equipment, activating false alarms, creating a fire hazard, or reckless burning, including the use of firecrackers is cause for immediate housing license termination. It is recommended Licensee checks smoke detector and replace batteries on a regular basis to ensure equipment is operable.

1.18 Gambling: Gambling is prohibited in the residence communities.

1.19 Guest Conduct: Licensee must accompany their guests at all times while in the residence community. Licensees are responsible and accountable for the conduct of their guests while on residence community property, immediate adjacent areas, or at residence community-sponsored or supervised activities. Arrangements for extended overnight stays and withdrawal of guests' privileges are at the discretion of the Resident Manager. University Property Management reserves the right to deny access to any guest whose behavior is deemed inappropriate or disruptive.

1.20 Harassment: Abusive behavior directed toward any member of the campus community is a violation of Title V of the California Administrative Code, Section 41301 and is prohibited.

1.21 Keys: All keys remain the property of the University and may not be duplicated. Licensees are not allowed to loan, sell, or transfer a University key or key card to any person for the purpose of allowing that person access to or use of facilities.

1.22 Laundry Facilities: SF State University assumes no responsibility in the use of laundry equipment or for items lost, stolen or damaged therein.

1.23 Lockouts: Lock out service is not guaranteed. If SF State University is able to assist any Licensee in gaining entry to their Apartment, SF State University may charge Licensee \$100.00 for each lockout or may require the Licensee to contract with a professional locksmith. In which case, it is the Licensee's responsibility to provide the University with copies of the new keys.

1.24 Noise Policy and Quiet Hours: The use of amplified equipment in residence community buildings, with the exception of stereos, or any disruptive level of noise is prohibited at all times. Quiet Hours (the level of noise should be low enough to be conducive to peaceful enjoyment of the community) are in effect from 10:00pm to 8:00 am every day.

1.25 Parties: At the discretion of residence life staff, large gatherings may be requested to disperse, and non-Licensees escorted out of the community.

1.26 Parking (If available): Licensees shall park in their assigned place only and shall not permit visitors to use parking facilities. Licensees must display the University Park parking permit at all times to park in assigned stall. Only vehicles may be parked in garage/parking areas. Motorcycles, motor-driven cycles and bicycles, etc., shall not be stored in/on patios, or other non-parking areas.

A) The carport, when provided, shall be used only for the storage of Licensee's passenger automobile, but in no event shall it be used for performing maintenance on or repairs to an automobile, or for the storage of any property which is perishable, inflammable, subject to being infested by pests, or which is likely to cause damage or injury.

B) Licensee shall only park clean, operable, passenger automobiles in a good state of repair. Licensee shall pay for all costs of cleaning and removal of leaking motor oil, transmission and brake fluids, antifreeze, auto lubricants and any other items which shall be required by SF State University to be removed from parking stall.

1.27 Pets: Fish in an aquarium under 10 gallons are permitted. All other pets are subject to prior review and approval of the University before entering the household. Please see the University Park office for qualifications and approval criteria. All pets, with the exception of aquarium fish will require an additional deposit due upon the pet entering the household. If approved an additional \$1,000.00 refundable deposit is required per pet.

1.28 Privacy Rights: For SF State enrolled students, in accordance with the federal Family Education Rights and Privacy Act of 1974 (20 U.S.C. 1232g), regulations adopted hereunder (34 C.F.R. 99) and California Education Code Section 67100 et seq., University policy allows the release of personally identifiable information to others (except to verify student status) only with the student's prior consent or in the case of an extreme emergency or where there is clear and imminent danger to the student, to others, or to society (San Francisco State University Bulletin, 2008-2009).

1.29 Refuse: Items too large to fit in any refuse container must be carried to the area designated by SF State University. Refuse is to be placed inside designated containers and doors and lids should not be slammed. Licensees are responsible for the general cleanliness and sanitation of their unit. Cardboard

boxes and other large refuse should be broken down or folded before being placed in the designated containers through Sunset Scavengers and Co.

1.30 Relations: Any Licensee who by virtue of their behavior to themselves or others, shows an inability to live in a group setting and refuses intervention, will be asked to leave the residence community or commit to a behavioral contract which may involve the intervention of other sources as prescribed by the Executive Director or their designee. Acts of aggression violate California statutes as well as Title V of the California Administrative Code, Section 41301, and are prohibited.

1.31 Community Expectations: In accordance with residence community policies, all Licensees are expected to consistently demonstrate the ability and willingness to maintain reasonable relationships with their apartment-mates and neighbors. Licensees who anticipate or observe violations of residence community policies are expected to remove themselves from participation and are encouraged to report the violation to staff. Licensees and/or their guests who are present during any residence community policy violation are considered condoning, supporting, and/or encouraging the policy violation, and will be held responsible for the violation.

1.32 Roofs, Ledges, and Windows: Licensees are not allowed on roofs, including carport roofs, or allowed to climb up the sides of buildings, or to be on the ledges of the buildings. Windows are not to be used as entrances or exits for people or other objects. Tampering with windows or screens and sitting on windowsills is prohibited. Nothing is to be placed, stored, or exhibited on the ledges of the buildings or carport roofs. Removal of window screens is prohibited. Nothing is to be thrown, dropped or spilled from roofs, ledges, or windows. Throwing objects from windows may result in eviction.

1.33 Room, Apartment, and Common Area Furnishings and Storage: All room/apartment and common area furnishings must remain in designated areas at all times and may not be placed in storage or in outdoor areas. Removal of state property from University buildings is prohibited. In UPS, Residents shall not leave personal property in the common areas. Patios are not intended for storage. All weather/outdoor patio furniture, charcoal grills [not propane], bikes, and plants may be kept on designated patios in UPS. Any items deemed by University Property Management to be a visual detraction from the property may be removed at resident's expense and/or disposed of. Personal property may not inhibit pedestrian egress.

1.34 Safety: Licensees are expected to avoid endangering or causing to be endangered (directly or indirectly) the safety of any person, including self. Examples of safety violations that can lead to License revocation include (but are not limited to) expelling items from the residence community, bomb threats, the activation of false alarms, tampering with emergency equipment such as security systems or elevators.

1.35 Smoking: San Francisco State University, including the residence communities (apartments and common areas), is a smoke-free environment. Smoking is not allowed in University Park apartments and common areas. Smoking is allowed in designated areas only.

1.36 Sports Equipment Use: Playing with any sports equipment, such as balls or Frisbees, as well as skateboarding, rollerblading, and skating is prohibited inside any residence facility.

1.37 Staff Requests: Residents are required to comply with requests from any University Housing staff member.

1.38 Theft/Burglary: Unauthorized entry into, unauthorized use of, or misuse of campus property or property owned, rented, or leased by a member of the campus community, and/or theft of, or non-accidental damage to, campus property or property in the possession of or owned by a member of the campus community may result in termination of the License Agreement.

1.39 Waterbeds: Waterbeds are not permitted.

2.0 JUDICIAL SYSTEM

2.01 Judicial Procedures: University Property Management and Residential Life judicial procedures are limited to administrative actions. If a Licensee's conduct warrants more stringent University action, the Licensee may be referred to the Office of the Dean of Students and/or University Police for possible criminal investigation.

2.02 Attendance at Appointments: Attendance at scheduled administrative housing appointments is mandatory. Licensees who fail to make or keep a required appointment are subject to termination of the University Housing License Agreement. Violations of University Property Management and Residential Life probationary or warning letters also subject a Licensee's Housing License Agreement to termination.

University Property Management University Park License Agreement, 2016-2017 PART III TERMS AND CONDITIONS Addendums

1. DISCLOSURE OF INFORMATION ON ASBESTOS CONTAINING MATERIALS ADDENDUM

Prior to the 1980's, asbestos was a common component of materials used in the construction of hospitals, schools, offices, industrial construction and residential buildings. Under certain circumstances, the presence of asbestos in buildings may pose a health risk to the occupants. In order to ensure that the public is informed of these risks, the California legislature adopted Assembly Bill 3713, which requires, among other things, that the owner of a building constructed before 1979 inform tenants of the presence of Asbestos Containing Materials (ACM) in the building. The current definition in the statute is that ACM comprises construction materials containing "More than one-tenth of one percent asbestos by weight".

We believe that ACM may exist in the community.

The mere presence of undisturbed and non-friable ACM in a building does not present a health hazard. Exposure to airborne asbestos fibers can cause asbestos-related diseases. Asbestos is listed under Proposition 65 as a chemical known to the State of California to cause cancer. To comply with Proposition 65, University Park has posted notices in the building. There are uncertainties about the level of exposure, which can cause disease. If you wish to obtain further information regarding potential health risks or impacts of asbestos, please contact your local or state public health agencies.

Asbestos can release fibers if disturbed. Certain general procedures and handling restrictions are necessary when dealing with ACM. It is important that the materials not be moved, drilled, bored, sanded, cored, broken or otherwise disturbed in order to prevent and minimize potential release of asbestos fibers. Such activities may present a health risk and should not be attempted by any person who is not trained in the handling and disposal of ACM.

By initialing this Addendum, Licensee acknowledges receipt of the above information.



2. DISCLOSURE OF PRESENCE OF MOISTURE/MOLD/MILDEW ADDENDUM

Due to coastal and other conditions, Licensee hereby acknowledges that there is a likelihood of developing moisture, mold or mildew at the premises. Licensee further acknowledges that his/her maintenance practices may create or increase the level of moisture, mold and mildew at the premises.

Licensee agrees to examine, clean and maintain the premises regularly in order to keep it free of any moisture, mold or mildew. Licensee further agrees to immediately notify the University in writing in the event Licensee notices the development of moisture, mold and mildew at or about the premises.

Furthermore, Licensee agrees to defend, hold harmless and indemnify University from any claim, cause of action or complaint by a third party (i.e. a person who is not a party to this License Agreement) relating to any personal injury, property damage, or other damage alleged to have been caused, entirely or in part, by exposure to moisture, mold and/or mildew due to any negligent act or omission on the part of the Licensee.

By signing this Addendum, Licensee acknowledges that he/she is satisfied that the premises are safe and free from moisture, mold and/or mildew at the time Licensee takes possession. Licensee further agrees that it is the sole responsibility of Licensee to take reasonable measures to ensure that the demised premises remains free of moisture, mold and mildew at all times.

In consideration of their mutual promises, University and Licensee agree that this Addendum is hereby incorporated into the Lease Agreement as though fully set forth herein.

By initialing this Addendum, Licensee acknowledges receipt of the above information.

3. VENTILATION INSTRUCTIONS ADDENDUM

Licensee acknowledges that it is necessary for Licensee to provide appropriate climate control, keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Licensee agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Licensee agrees not to block or cover any of the heating and ventilation ducts in the Unit. Licensee also agrees to immediately report to the University: (i) any evidence of a water leak or excessive moisture in the Unit, as well as any storage room, garage or other common area; (ii) any evidence of mold, or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area, or that returns after cleaning the area; (iii) any failure or malfunction in the heating or ventilation system in the Unit; and (iv) any inoperable doors or windows. Licensee further agrees that Licensee shall be responsible for damage to the Unit and Licensee's property as well as personal injury to Licensee and Occupants resulting from Licensee's failure to comply with the terms of this Addendum.

A default under the terms of this Addendum shall be deemed a material default under the terms of the License Agreement, and the University shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the License Agreement

shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the License Agreement, the terms of the Addendum shall control.

By initialing this Addendum, Licensee acknowledges receipt of the above information.



4. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS ADDENDUM

Federal regulations require landlords to inform their tenant(s) about lead-based paint. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Licensees acknowledge that they have received a federally approved pamphlet entitled "Protect your family from lead in your home".

SF State University Disclosure:

Lead-based paint is determined to be present on certain architectural components of University Park's residential structures. The painted surfaces are in good condition, free of cracks, chips gouges or other disturbances to the surfaces. The University is proceeding with certain lead abatement procedure. The University Environmental Health and Safety office (EHS) has records or reports pertaining to lead-based paint and/or lead-based hazards in its housing facility. The University has provided a copy of the *San Francisco Lead Hazard Notice for Pre-1978 Dwellings* to the following Licensee(s) of said premises.

By initialing this Addendum, Licensee acknowledges receipt of the above information.



5. MEGAN'S LAW ADDENDUM

The California Department of Justice, Sheriff's Departments, and Police Departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities, maintain for public access, a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. This database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a 900 telephone service. Callers must have specific information about individuals that they are checking. Information regarding neighbors is not available through the 900 telephone service.

By initialing this Addendum, Licensee acknowledges receipt of the above information.



Prepared by: _____ Reviewed by Financial Services: _____