



# 2026-2027 Student Housing License Agreement

San José State University  
**University Housing Services**  
Division of Student Affairs

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## Important Dates

Feb./March, 2026	Returning Resident signups for upcoming academic year, online application and \$300 initial housing payment due upon sign up.
April 27, 2026	Summer 2026 online application and \$300 initial housing payment due.
<b>May 1, 2026</b>	<b>Deadline to submit new Fall 2026 application for roommate requests and roommate matching and the ability to establish a Housing Installment Payment Plan with 4 installments.</b>
May 11, 2026	Remainder of Summer 2026 housing charges due date.
July 15, 2026	Fall semester payment or 1 <sup>st</sup> installment payment due.
July 16, 2026	Last day to cancel CVA, CVB, CVC Suites, Spartan Village on the Paseo, International House, Classics & CV2 with a \$100 license processing fee. (Application fee is non-refundable along with any previous late fees).
July 24, 2026	Last day to request Early Arrival check in for Fall 2026.
July 31, 2026	Last day to change meal plan until official meal plan change week for Fall 2026.
July 31, 2026	Last day to cancel Early Arrival reservation & receive credit.
August 8, 2026	Early Arrival Check In for International Students.
August 12, 2026	Early Arrival Check In for Domestic Students.
August 14, 2026	Fall semester payment or 2 <sup>nd</sup> installment payment due.
August 15-16, 2026	CVA & CVB Apartments, CVC Suites, Spartan Village on the Paseo, International House, Classics, & CV2 open. Refer to UHS website for times. Meals begin with Brunch (all meal plans). Refer to <a href="#">SJSU Spartan Eats website</a> ).
August 17-18, 2026	Check in continues. Refer to the UHS website for times. All residents must be checked in by Tuesday, August 18. Meal service (Breakfast, Lunch, Dinner for all meal plans).
Aug 24 – Aug 28, 2026	Meal plan change week. (Effective Tuesday, September 8, 2026).
August 28, 2026	Last day to downgrade meal plan (Effective Tuesday, September 8, 2026).
August 28, 2026	Last day to cancel optional meal plan (effective Monday August 31, 2026).
September 14, 2026	Fall semester payment or 3 <sup>rd</sup> installment payment due.
October 15, 2026	Fall semester payment or 4 <sup>th</sup> installment payment due.
October 15, 2026	Petition to cancel for spring semester due. (Approval required).
October 20, 2026	NEW spring 2027 application deadline.
Late Oct – Early Nov	Meal plan change week, between semesters (effective January 24, 2027).

Nov 25- Nov 30, 2026	No meal service after 2:00 p.m. on Wednesday through 7:00 a.m. Monday for Thanksgiving break (full details & hours available on the <a href="#">SJSU Spartan Eats website</a> ).
December 2, 2026	Last day to cancel CVA & CVB Apartments NEW Spring 2027 only license with \$100 license processing fee. (Application fee is non-refundable along with any previous late fees).
December 4, 2026	Winter break addendum & payment due in UHS Housing main office (pending availability).
December 16, 2026	CVC Suites, Spartan Village on the Paseo, International House, Classics & CV2 close at 2:00 p.m. for winter break. Dining Commons close at 2:00 p.m. after lunch.
December 16, 2026	CVA & CVB residents approved to cancel for spring semester must check out by 2:00 p.m.
December 26, 2026	Last day to cancel CVC Suites, Spartan Village on the Paseo, International House, Classics & CV2 for NEW spring 2027 only license with \$100 license processing fee. (Application fee is non-refundable along with any previous late fees).
January 1, 2027	CVA & CVB Apartments open for spring. NEW spring residents may check in, refer to the UHS website for check in times.
January 4, 2027	Last day for NEW spring 2027 residents to change meal plans until the official meal plan change week for Spring 2027.
January 15, 2027	Spring semester payment or 1 <sup>st</sup> installment payment due.
January 24, 2027	CVC Suites, Spartan Village on the Paseo, International House, Classics & CV2 open for spring. Refer to the UHS website for check in times. Meal service begins with lunch (all meal plans).
January 25, 2027	Check in continues. Refer to the UHS website for check in time. All new residents must be checked in by Tuesday, January 26, 2027. (Weekend meal schedule 9:00 a.m. – 8:00 p.m.)
January 28, 2027	Last day to appeal damage charges assessed during Fall 2026 move out.
February 1-5, 2027	Meal plan change week. (Effective Monday, February 15, 2027).
February 5, 2027	Last day to downgrade a meal plan. (Effective Monday, February 15, 2027).
February 5, 2027	Last day to cancel optional meal plan (Effective Monday, February 8, 2027).
February 15, 2027	Spring semester payment or 2 <sup>nd</sup> installment payment due.
Feb./March 2027	Returning Resident process begins (Dates TBD).
March 17, 2027	Spring semester payment or 3 <sup>rd</sup> installment payment due.
March 26- April 5, 2027	No meal service after 5:00 p.m. on Friday through 7:00 a.m. on Monday for spring break.

April 15, 2027	Spring semester payment or 4 <sup>th</sup> installment payment due.
April 26, 2027	Summer 2027 online application & initial housing payment due.
<b>May 1, 2027</b>	<b>Deadline to submit new Fall 2027 application for roommate requests and roommate matching and the ability to establish a Housing Installment Payment Plan with 4 installments.</b>
May 10, 2027	Remainder of Summer 2027 housing payment due.
May 26, 2027	CVC Suites, Spartan Village on the Paseo, International House, Classics & CV2 close at 12:00 noon. Dining Commons closes at 12:00 noon. Summer housing options available.
May 27, 2027	CVA & CVB Apartments close at 12:00 noon. Summer housing options available.
June 24, 2027	The last day to appeal damage charges assessed during Spring 2027 move out.

## Terms and Conditions

The Terms and Conditions and the Policies and Regulations described below govern all residence hall and on-campus apartment occupants. Please read these provisions carefully before submitting a completed License Agreement. The use of housing facilities is subject to and incorporates Articles 5 and 6 of Subchapter 5 of Chapter 1 Part V (Sections 42000 through 42103) of Title 5 of the California Administrative Code ([California Code of Regulations](#)), the [Student Conduct Code](#) and the University Housing Services [Community Living Handbook](#). **By completing and electronically signing the Annual Housing License Agreement, you agree to all of these provisions.**

### 1. Application Fee and Initial Housing Payment

All housing applicants, including all financial aid recipients, are required to pay a \$50.00 non-refundable application fee and a \$300 initial housing payment out of pocket. The online housing application, electronically signed License Agreement, \$50 non-refundable application fee and \$300 initial housing payment must be submitted in full before a housing application will be considered for an assignment. The \$50 non-refundable application fee is charged to cover the administrative cost of processing the application for a campus housing facility. The \$300 initial housing payment is a pre-payment of a portion of the fall housing charges (or spring if a new spring applicant). This applies directly to the housing fees. It is not a deposit since it is not returned at the time a resident moves out. **All students who wish to live on campus must submit a completed online housing application, \$50 non-refundable application fee and initial housing payment by May 1, 2026.**

### 2. Eligibility

To qualify for a space in the residence halls and apartments at San José State University (SJSU), a student must be a matriculated student or enrolled in a degree seeking program at San José State University. Exceptions may be granted by the Associate Vice President or designee.

All assignments to a housing space are contingent upon acceptance at San José State University. If the resident is not admitted or is disqualified between semesters, it is the resident's responsibility to notify UHS immediately in writing. Residents must also be in compliance with the University's Immunization [requirements](#). The resident will be charged for housing fees (and board, parking, and telephone if applicable) until written notification is received by UHS. The License Agreement may be revoked by the University if the resident fails to meet the above minimum requirements.

Eligible primary residents may request for an Additional Occupant to reside with them if their occupancy type allows an additional occupant. An Additional Occupant is an individual who lives in UHS campus housing but is not the primary resident. An Additional Occupant may include but is not limited to a family member, spouse, partner or attendant. Additional Occupants may only reside in the Apartments where the primary resident occupies a full one bedroom, two bedroom or efficiency unit. Additional Occupants are not permitted in shared housing spaces where there is a second primary resident.

The Additional Occupant is required to complete the Person of Interest (POI) process which requires the primary applicant and Additional Occupant to provide all requested information and sign the Person of Interest form. **All Additional Occupants must successfully complete the POI process in order to be eligible for UHS campus housing. Additional Occupants who do not complete the process or are not approved by University Personnel will not be permitted to reside in UHS campus housing.** Additional Occupants must complete the POI process annually while living with UHS.

### 3. Term

#### CVA & CVB Apartments:

**ACADEMIC YEAR.** A Licensee may reserve a bedspace either for the entire academic year or for the spring semester only. A license for the academic year begins at 10:00 a.m. on Saturday, August 15, 2026, and ends at 12:00 p.m. (noon) on Thursday, May 27, 2027.

Residents of the Apartments retain access to their assigned space throughout the academic year including all holidays as well as the Winter and Spring Breaks.

Failure of academic year Licensee to check in before 5:00 p.m. Tuesday, August 18, 2026 may constitute cancellation of the License Agreement with charges, and conditions of section 9 of the License Agreement will apply.

**SPRING SEMESTER.** A license for the spring semester only begins after 10:00 a.m. on Friday, January 1, 2027, and ends 12:00 p.m. (noon) on Thursday, May 27, 2027.

Residents of the Apartments retain access to their assigned space throughout the spring semester including all holidays as well as the Spring Break.

Failure of spring semester Licensee to check in before 5:00 p.m. Tuesday, January 26, 2027 may constitute cancellation of the License Agreement with charges, and conditions of section 9 of the License Agreement will apply.

Residents of the Apartments who plan to attend summer session or reside on-campus during the summer must complete a summer online application and pay all applicable fees by April 26, 2027.

### **CVC Suites, Spartan Village on the Paseo (SVP), International House (I House), Classics and CV2 Residence Halls:**

**ACADEMIC YEAR.** A Licensee may reserve a bedspace either for the entire academic year or for the spring semester only. During periods of high occupancy, residents may be assigned to units in CVA or CVB. A license for the academic year begins at 10:00 a.m. on Saturday, August 15, 2026, and ends at 12:00 p.m. (noon) on Wednesday, May 26, 2027. During this term, Licensee must vacate their room during the periods listed below.

**Winter Break:** Wednesday, December 16, 2026 at 2:00 p.m. through Monday, January 25, 2027 at 12:00 p.m. (noon).

Based upon availability, there is an additional fee for housing during Winter Break. (See the Payment/License Due Date section page 38). Additional information regarding the availability of Winter Break housing will be posted on the [housing website](#) in December.

Failure of academic year Licensee to check in before 5:00 p.m. Tuesday, August 18, 2026 may constitute cancellation of the License Agreement with charges, and conditions of section 9 of the License Agreement will apply.

**SPRING SEMESTER.** A license for the spring semester only begins after 12:00 p.m. (noon) on Monday, January 25, 2027, and ends 12:00 p.m. (noon) on Wednesday, May 26, 2027. During this term, residents retain access to their assigned space throughout the spring semester including all holidays as well as the Spring Break.

Failure of spring semester Licensee to check in before 5:00 p.m. Wednesday, January 26, 2027 may constitute cancellation of the License Agreement with charges, and conditions of section 9 of the License Agreement will apply.

Residents of the CVC Suites, SVP, I House, Classics and CV2 who plan to attend summer session or reside on-campus during the summer must complete a summer online application and pay all applicable fees by April 26, 2027.

**Early Arrival:** Residents may request to check in early, prior to the start of the fall contract period. This must be requested, and written approval received from the appropriate University Housing Services administrator. Early arrival is granted only for International Students and students required to move in early due to university related business. The Early Arrival date for International students is Saturday, August 8, 2026. The Early Arrival date for Domestic students is Wednesday, August 12, 2026. Check in times for both dates are from 12:00 p.m. to 5:00 p.m. Early Arrivals will only be permitted to check in during the above dates and times.

Any resident who is granted approval will be charged housing fees on a daily basis, or based on a per night Early Arrival fee and is obligated to all University Housing Services Terms and Conditions, and Policies and Regulations during their stay. The deadline to request an early arrival is July 24, 2026. The deadline to cancel and receive a credit of fees for early arrival is July 31, 2026.

**Late Check-Out:** Residents may request to remain later than their contract period at various times of the year. These occupancy periods must be requested in writing, and written approval received from the appropriate University Housing Services administrator. Any resident who is granted approval will be charged housing fees on a daily basis and obligated to all University Housing Services Terms and Conditions, and Policies and Regulations during their stay.

For summer session-only housing, please refer to the Summer Housing section of this document. There is an additional fee for housing during the summer session.

## **4. Occupancy Types**

### **CVA Apartments**

CVA Apartment occupancies are one bedroom/one bath, two bedroom/two bath units or an Efficiency unit (single resident occupancy units, similar to hotel rooms that feature a living area, bathroom, and microwave/mini-fridge station). Only furnished units are available, no furniture may be removed and/or stored.

### **CVB Apartments**

The double occupancy 3 bedroom apartments have 3 bedrooms designed for 2 people each and offer 2 bathrooms, a living/dining area, and a kitchen.

The Junior Double bedroom apartments are a four single occupancy apartment where one bedroom has been furnished to accommodate two residents. The two occupant bedroom will share the one closet located in the bedroom with the other occupant.

3 bedroom single apartments have 3 bedrooms, 1 bathroom, a living/dining area, and kitchen. A limited number of these apartments are available. The 4 or 5 bedroom apartments are single occupancy per room and also offer 1 bathroom, a living/dining area and kitchen. Studios are single occupancy and offer a common living area (no separate bedroom and living room), a bathroom and a small kitchen. The kitchen comes with a two-burner stove, microwave oven, and mini-fridge. These apartments are limited. Applicants who would like to request one of these spaces should do so when

completing their online Housing application. Applicants who do not receive this requested room occupancy in the initial assignment process may be placed on a waiting list by completing the Studio Request Form. This form may only be submitted once an applicant has been assigned to a different occupancy type.

A triple room is a double room configured for two residents that has a bunk and lofted bed and a change in floor plan to accommodate three residents who will share the two closets in the room. Applicants who wish to request a triple may do so when completing their online application or can request one during the year at room change period. Triples are offered when occupancy demands are high.

Applicants who do not receive their requested occupancy type will be placed in another type of apartment or room and will be charged for the occupancy type assigned.

### **CVC Suites**

Each suite consists of four bedrooms, two bathrooms, a common living area, and a kitchenette. All bedrooms are double occupancy rooms, which are designed and furnished for 2 students. Therefore 8 students total will be sharing the suite.

A triple room is a double room configured for two residents that has lofted beds and a change in floor plan to accommodate three residents who will share the two closets in the room, and the three closets in the hallway. No suite will have more than one triple occupancy bedroom resulting in no more than 9 students total per suite. Applicants who wish to request a triple may do so when completing their online application or can request one during the year at room change period. Triples are offered when occupancy demands are high.

### **Classics (Joe West and Washburn Halls)**

Each room in Washburn Hall is double or triple occupancy (two or three students per room). Joe West offers double and triple occupancy and a limited number of single occupancy rooms.

A super single is a double occupancy room located in CVC Suites, Joe West Hall, Washburn Hall or CV2 which has only one occupant assigned to it. The room will have all of the standard double occupancy furniture, none will be removed. Super singles are offered when occupancy allows. In addition, the resident account will be charged for the occupancy type assigned.

A triple room is a room configured for two residents that has a bunk and lofted bed and a change in floor plan to accommodate three residents who will share the two closets in the room. Applicants who wish to request a triple may do so when completing their online application or can request one during the year at room change period.

### **CV2**

CV2 offers double and triple occupancy rooms.

A triple room is a double room reconfigured for three residents that has a bunk and lofted bed and a change in floor plan. These residents will share the two closets and a wardrobe in the room. Applicants who wish to request a triple may do so when completing their online application or can request one during the year at room change period.

### **SVP**

SVP offers double, triple and quadruple (quad) occupancy rooms.

A triple room is a double room reconfigured for three residents that has three junior lofts and a change in floor plan. These residents will share the two wardrobes and one closet in the room. Applicants who wish to request a triple may do so when completing their online application or can request one during the year at room change period.

A quad room is a room reconfigured for four residents that has four junior lofts and a change in floor plan. These residents will share the four wardrobes and one closet in the room. Applicants who wish to request a quad may do so when completing their online application or can request one during the year at room change period.

### **I House**

I House offers double and triple occupancy rooms.

A triple room is a double room reconfigured for three residents that has a bunk and lofted bed and a change in floor plan. These residents will share the two closets and a wardrobe in the room. Applicants who wish to request a triple may do so when completing their online application or can request one during the year at room change period.

## **5. Apartment/Room Assignments and Changes**

Applicants will be assigned to their preferred apartment/building or room and occupancy type whenever possible based on the date their Annual Housing License Agreement and payments are received. If the online application, \$50 non-refundable application fee and \$300 initial housing payment are received by May 1, 2026, the applicant's assignment request is processed during the first assignment run. All other applications will be processed and assigned pending remaining space availability. UHS will make every effort to assign applicants to the requested area or community and occupancy type based on preference and qualifications required to meet established criteria of any community but

reserves the right to assign any applicant to any space based on administrative necessity, regardless of an applicant's qualifications.

Online applications and payments received after the May 1, 2026 deadline will still be processed. Applicants submitting an online application and payment after this date may not receive a room assignment by the deadline to establish a Housing Installment Payment Plan allowing 4 installments. While the Housing Installment Payment Plan may still be selected, the number of installments will be reduced according to the date online application and payments are received. Please note that residents who elect to enroll in the Housing Installment Payment Plan (IPP) to pay their fees in installments will be charged an additional non-refundable fee of \$35.00 for this plan each semester.

**The Housing Application Deadline is May 1, 2026. Online application, \$50 non-refundable application fee and \$300 initial housing payment submitted for new Fall 2026 applicants by this date will be processed for roommate matching and roommate requests and ability to establish the Housing Installment Payment Plan with 4 installments.**

**Inability by UHS to honor applicant's assignment preferences will not void this License Agreement, and will not be considered a valid reason to cancel a License Agreement. If amendments are made to the initial License Agreement resulting in a change in fees or policies, the resident will receive information regarding the effect of this change at the time the amendment is made.**

Roommate assignments are made based on the gender of the room requested. Room genders will include male rooms, female rooms, and Open Housing rooms. Open Housing rooms are for students who may be transgender, questioning, transitioning gender or gender non-binary, OR open to having a transgender, questioning, transitioning gender or gender non-binary roommate. To preference a specific roommate, both applicants must submit the online application; remit the \$50 non-refundable application fee and \$300 initial housing payment within one week of each other and by May 1, 2026 for the Fall semester. **Roommate matching cannot be processed for the Spring semester due to the limited number of spaces available.** All roommates must request the same living options and preferences on the online application. Roommate requests are not guaranteed.

Every applicant is assigned to a specific room and bedspace, and must occupy only the assigned room and bedspace. New applicants may be assigned at various times during the year; therefore, vacant bedrooms/bedspaces may become occupied without prior notice. Residents who occupy or utilize a space not officially assigned to them will be charged a \$100.00 fee per day liquidated damages.

Consolidation may have to occur as a result of spaces not being occupied. Should this occur residents may be given an option of converting their room into a super single or choosing their own space before one is assigned. **UHS reserves the right to change the resident's assignment within the housing facilities with a 24-hour notice for reasons of health, student welfare, administrative necessity, as a result of administrative action, or in accordance with the Room Consolidation policy.** Residents may be responsible for any additional charges resulting from re-assignment. Room changes are not permitted without the approval of the Residential Life Coordinator or the Assignments Coordinator.

In order to establish who has checked in, canceled, or delayed their check-in date and to ensure all residents have moved into their assigned bedspace, no apartment/room changes will occur during the first three weeks of the semester. Failure to use the authorized Apartment/Room Change or Swap process will result in each resident who has changed apartments or rooms moving back to their original apartment or room and a fine of \$100 for moving without approval and residents will be subject to disciplinary action.

Approved apartment/room changes that occur outside of the formal process will be subject to a \$50.00 apartment/room change fee per resident. Apartment/room changes may result in additional charges. Licensee will be responsible for all costs associated with community or occupancy type changes as a result of an apartment/room change. Charges will be assessed immediately following apartment/room change and will be due on the next scheduled payment date, or approximately two weeks later if the last payment due date has passed.

Any resident who is assigned a move-out date due to room/apartment change, cancellation or administrative necessity must move by the date and time specified by the Director of Residential Life or Residential Life Coordinator. Residents who fail to move out by the date and time specified, or who change rooms without prior written approval from UHS staff, will be charged \$100.00 per day liquidated damages in addition to regular room and board fees (and parking if applicable), an improper check out fee and will be subject to disciplinary action.

## **6. Waitlist**

In the event UHS reaches full occupancy, a limited number of payments will be processed as a "waitlist". If UHS is unable to accommodate Licensees on the waitlist, a full refund will be generated and returned to the Licensee's permanent address once cancellation request is received in writing (application fees are non-refundable). Licensees may contact UHS at any time to be removed from the waitlist and receive a full refund. Refunds are issued in accordance with University policy. Licensees assigned to a temporary housing space will receive a prorated refund if a permanent assignment cannot be arranged. Licensees who do not want to be on the waitlist should indicate so on their online

application. Applicants who decline to be placed on the waitlist, or ask to be removed, then later request to be added to the waitlist, will be added to the bottom of the waitlist.

## 7. Room Consolidation

Residents shall consolidate when administratively directed because half a room is vacated or may be required to pay for a super single room. Residents are expected to provide a welcoming environment to new roommates. Consolidation dates will vary and can occur at any time of year. In addition, UHS reserves the right to change the resident's assignment within the housing facilities with a 24-hour notice for reasons of health, resident welfare and/or as a result of administrative necessity.

## 8. Subletting

Residents shall not assign this License Agreement or any interest herein or sublet, license, grant any concession or otherwise give permission to anyone to use or occupy all or any part of the Premises. Any attempted assignment, subletting, license or concession agreement without UHS written consent shall be void and confer no rights upon any third party.

Graduate students who have been licensed to occupy an entire apartment may be authorized, if approved in writing by UHS, to allow other occupants to reside in their apartment by completing the "Additional Occupant" information while completing the housing application. All occupants aged 18 and older will also be required to sign the License Agreement and complete the Person of Interest (POI) process to be assigned a SJSU ID number and be able to get a Tower card by going to the University Personnel office.

## 9. Accommodations (Disability or Identity Related)

University Housing Services is committed to meeting the needs of residents to the best of its ability. Some housing facilities (including bathrooms) are accessible to residents in wheelchairs, and specially-adapted rooms are available for residents who are hearing and/or visually impaired. Review [San Jose State University's Housing Accommodations Policy on the UHS website](#).

### a) Disability Related

Accommodations may be provided for residents who have:

1. Disabilities such as mobility impairment, vision or hearing impairments (where physical accommodation or building adaptation may be required) or mental health conditions.
2. Medical conditions.
3. Disabilities that may require a live-in attendant (at the resident's expense).

Residents seeking Housing Accommodations must first [register for accommodations with the SJSU Accessible Education Center \(AEC\) via their online application](#). If the AEC determines a Housing Accommodation is needed for a resident, the AEC will contact the Housing Office with the necessary information to provide the accommodation when available. Medications, allergies and other needs may be noted in the Accommodations box, located on the "Personal Details" section of the online Housing application.

Note: If you identify yourself as someone who requires assistance for safe exiting from a residence during an emergency, please call University Police Department immediately at (408) 924-2222.

### b) Identity Related

Accommodations may be provided, when available, for residents who have:

1. Needs related to their lesbian, gay, bisexual or transgender identities. LGBTQIIA
2. Religious reasons that require special facilities (such as dietary or special room arrangements).

Applicants should select gender inclusive housing on the online Housing applications. Documentation may be required upon request in certain circumstances.

## 10. Check-in/Check-out

All CVA and CVB Apartments, CVC Suites, SVP, I House, Classics and CV2 residents are required to check into their assigned apartment or residence hall no later than 10:00 p.m. on Tuesday, August 18, 2026 for fall semester and no later than 10:00 p.m. on Tuesday, January 26, 2027 for spring semester. Residents must notify University Housing Services if they wish to check in after the deadline stated above. Contact the UHS Housing main office at [uhs-frontdesk@sjsu.edu](mailto:uhs-frontdesk@sjsu.edu) or call (408) 795-5600 for further information.

**Licensees who fail to check in to their room/apartment by times and dates stated above will be declared "no-shows," forfeit their requested spaces and/or their Campus Village Parking permit, and are liable for a \$100 License Processing Fee plus prorated room, board and parking fees. If there is no paid waiting list and the cancelled Licensee is still attending SJSU, Licensee will be charged for the entire license period. If there is no parking waiting list and the Licensee is still living on-campus, Licensee will be charged a 30-day prorated parking fee.**

All CVA and CVB Apartment residents are required to vacate their apartment by 12:00 p.m. (noon), **Thursday, May 27, 2027**. Fall graduates and residents who are approved to cancel their spring contract during the fall semester must check out by 2:00 p.m., **Wednesday, December 16, 2026**. Failure to move fee and/or an improper check-out fee of \$50.00, in addition to \$100.00 per day liquidated damage charges may also be assessed for failure to vacate by the stated deadline.

For the fall semester, residents of the CVC Suites, SVP, I House, Classics and CV2 are required to leave their residence hall by 2:00 p.m., **Wednesday, December 16, 2026**. For the spring semester, the CVC Suites, SVP, I House, Classics and CV2 residents are required to check out by 12:00 p.m. (noon), **Wednesday, May 26, 2027**. Failure to move fee and/or an improper check-out fee of \$50.00, in addition to \$100.00 per day liquidated damage charges may also be assessed for failure to vacate by the stated deadline.

For housing cancellations during the academic year, check-out must occur within 24 hours of a cancellation approval. Residents will be charged a prorated fee (and board, parking, and telephone if applicable) through the day of official check-out as indicated on the DocuSign Express Checkout form or the License Cancellation form, whichever is later.

Residents must schedule a check out appointment, return keys (if applicable) and sign the DocuSign Express Checkout form to properly check out. Failure to properly check out will result in a \$50.00 improper check-out charge, removal of all personal property and possible storage charges and/or may incur \$100.00 per day liquidated damage charges.

Residents transferring to a different room/hall/apartment must follow the proper check-out procedures and obtain UHS approval.

Residents who have completed a 2027/2028 online application and made the necessary payments and have completed and paid for the summer online application and all applicable fees may remain until the next academic year contract begins.

CVA, CVB, CVC Suites, SVP, I House, Classics and CV2 contracted summer residents who are not remaining on campus for the 2027/2028 academic year, yet have completed and paid for the summer online application and all applicable fees, must check-out no later than 12:00 p.m. on Saturday, August 7, 2027.

Improper check-out charges may also be assessed for failure to vacate by the stated deadline.

## 11. Summer Housing

University Housing Services offers housing to students who may be at SJSU to attend summer classes only or current spring residents who wish to remain on campus during the summer.

Spring residents who wish to remain on campus for summer will be required to transition from spring to summer, and then summer to fall (if applicable) at designated dates and times. Dates will be determined, and residents notified prior to the transition periods. Failure to transition at designated dates and times may result in a \$100.00 a day failure to move fee and potential license revocation.

Summer residents may be required to relocate to another space during their summer stay to allow staff to complete work to ensure premises are prepared and ready for the upcoming fall semester opening. Transition dates will be communicated to residents by summer housing staff.

Residents who have completed a 2027/2028 License Agreement and made the necessary payments and have completed and paid for the summer online application and all applicable fees may remain until the next academic year contract begins.

CVA, CVB, CVC Suites, SVP, I House, Classics or CV2 residents who are not licensed, returning residents for the 2027/2028 academic year yet have completed and paid for the summer online application and all applicable fees will be notified by summer housing staff of their August move out date.

Dates of summer-only housing are not available until spring, therefore actual rates, check in and out dates may be updated in the license materials at a later date. Summer housing will start in late May or early June. **Dates will be published on the UHS website once they are released by the University. Dates are subject to change pending the SJSU summer class schedule being finalized.**

## 12. Additional Conditions

- a) This License Agreement is subject to the regulations contained in Title V of the California Administrative Code (California Code of Regulations), Sections 42000-42103. A copy of those regulations is available through University Housing Services during normal business hours, at local libraries or at [California Code of Regulations](#). Licensee agrees to comply with the Student Code of Conduct, the Housing Policies and Regulations within this License Agreement, and the [Community Living Handbook](#) and any subsequent amendments.
- b) Neither this License Agreement nor the license provided herein shall be assigned or sublet.
- c) Neither this License Agreement nor the license provided herein shall be transferred except as permitted in section 17.

- d) It is understood and agreed by Licensee and University that no lease or any other interest in real property is created by this License Agreement.
- e) University assumes no responsibility for property of Licensee which is stolen, damaged, or destroyed, including periods when the Licensee is not in occupancy, or after the term of occupancy has expired.
- f) Repair and/or construction projects may be necessary. Scheduled projects requiring entry into Licensee's room will result in University notifying Licensee. Emergency repair will not require notification. Licensee is responsible for safeguarding their belongings.
- g) Applicants will be provided information about meningococcal disease and the availability of a vaccine. They will be required to electronically sign an online form indicating their receipt of this information and indicating whether or not they have received, or intend to receive, a vaccination.
- h) Residence halls are multiple occupancy facilities with shared spaces. Any resident suspected of having a communicable disease may be isolated/quarantined in their room or another assigned room while waiting for a diagnosis and for the duration of their determined isolation/quarantine period. Any resident exposed to a communicable disease should make an appointment with a physician at the Student WellnessCenter, to discuss the possible exposure, symptoms and treatment (if any treatment is available). Examples of communicable and infectious diseases may include but are not limited to: COVID-19, chicken pox, m-pox, hepatitis, measles and tuberculosis. In the instance of an outbreak, University Housing Services will follow University and local emergency protocols.
- i) University Housing Services values the academic success of all students. If the academic progress of a student is deemed to be in jeopardy, information related to student academic performance (including grades) may be released to appropriate professional staff.

### 13. Dining Services

#### Dining Plans

Dining plans are mandatory for all residents living in the CVC Suites, SVP, I House, Classics (Joe West and Washburn Halls), or CV2. It is optional for CVA or CVB Apartment residents to select a meal plan, but they have the option of choosing from one of the block or community optional meal plans below. Housing rates will vary depending on the meal plan chosen. ([Dining plan rate information](#)).

The Dining Commons and Spartan Village on the Paseo (SVP) are "All-You-Care-To-Eat" programs. Please eat all you take. Dining plans also include Dining Dollars, which can be used at any of the campus retail dining facilities according to the rules of the chosen meal plan. A wide variety of nationally, regionally and ethnically branded concepts are available for you to enjoy.

#### To-Go Boxes

"To-Go" items are permitted to leave the facility in a "to-go box" if a "to-go box" has been purchased for \$14.00 (plus tax; price is subject to change). To-go soup containers are available for purchase for \$7.99 (plus tax; price is subject to change.) To-go boxes and soup containers must be returned to be cleaned for sanitation reasons, and will be exchanged for another container. The use of one "to go" box is included with the payment of one meal swipe; additional "to go" boxes will incur an additional swipe or charge. No food may be removed from The Dining Commons or SVP unless it is in one of the approved "to-go boxes/soup containers".

#### Mandatory Block Meal Plans

Dining plans allow plan holders varied options for entry into The Dining Commons and/or SVP during operating hours. Residents can use their plan Dining Dollars in any quantity in any retail Dining Facility during business hours. Unused Dining Dollars **will roll** from the fall semester to the spring semester. All unused Dining Dollars are forfeited at the end of the academic year. Swipes (entries) do not roll over from one week to the next; however, may be used within the week without restriction (e.g. all swipes may be used in one day, if desired). Regular unused swipes (entries) will expire at the end of **each semester**. Unused guest meals expire at the end of **each semester**. SVP Plans (Silver, Plan 1, or Plan 2-listed below) can be utilized at The Dining Commons

Residents living in CVC Suites, CV2, Joe West or Washburn Halls may select one of the following (these plans do not allow for meal swipe entry into SVP):

**7 Day "Platinum"** provides unlimited entries a week into The Commons seven days per week, Monday – Sunday, plus 10 Guest Meal entries and \$750.00 Dining Dollars per semester. Guest Meals can be used any time, including weekends, either by the plan holder or for a guest accompanying the plan holder. Dining Dollars may be used as desired at [any open retail dining facility](#).

**7 Day "Silver"** provides unlimited entries a week into The Dining Commons seven days per week, Monday – Sunday.

**5 Day "Gold"** provides 15 entries a week into The Dining Commons five days per week, Monday – Friday, plus 8 Guest Meal entries and \$550.00 Dining Dollars per semester. Guest Meals can be used any time, including weekends, either by the plan holder or for a guest accompanying the plan holder. Dining Dollars may be used as desired at [any open retail dining facility](#).

**5 Day “Bronze”** provides 15 entries a week into The Dining Commons five days per week, Monday – Friday.

Residents living in SVP may select one of the following (these plans allow meal swipe entry to The Dining Commons):

**SVP “Silver”** provides unlimited entries a week to The Dining Commons/SVP dining seven days per week, Monday – Sunday, plus 10 Guest Meals per semester. Guest Meals can be used any time, including weekends, either by the plan holder or for a guest accompanying the plan holder.

**SVP “Plan 1”** provides 14 entries a week to The Dining Commons/SVP dining seven days per week, Monday – Sunday, plus 5 Guest Meals and \$150 Dining Dollars per semester. Guest Meals can be used any time, including weekends, either by the plan holder or for a guest accompanying the plan holder. Dining Dollars may be used as desired at [any open retail dining facility](#).

**SVP “Plan 2”** provides 10 entries a week to The Dining Commons/SVP dining seven days per week, Monday – Sunday, plus 3 Guest Meals and \$300 Dining Dollars per semester. Guest Meals can be used any time, including weekends, either by the plan holder or for a guest accompanying the plan holder. Dining Dollars may be used as desired at [any open retail dining facility](#).

Residents living in I House may select the following I-House Plan or the 5 Day “Bronze”, 5 Day “Gold”, 7 Day “Silver”, 7 Day “Platinum”, or Social meal plans.

**I-House Plan** provides 90 entries into The Dining Commons for the plan holder for any day, plus 5 Guest Meals and \$285 Dining Dollars per semester. The plan holder may use these entries for themselves and for any number of accompanying guests. The “I-House Plan”, may be used by the plan holder or their guest(s), and \$285 Dining Dollars, which may be used as desired at [any open retail dining facility](#).

#### **Optional “Community” Meal Plans**

CVA, CVB and I House residents may choose from one of the Block dining meal plans described above, (7 Day “Platinum”, 7 Day “Silver”, 5 Day “Gold” or 5 Day “Bronze”). CVA and CVB residents may choose from one of the [“Community” Plans](#) below; I House residents may choose the Social Plan. Applicants who choose a community meal plan when applying for the academic year will have a community meal plan assigned for fall and another for spring (one each semester) and will be billed for each plan when rent and other housing charges are billed (typically prior to the start of the semester). These plans may be purchased through the Housing Office. These optional meal plans are available to any resident living in the CVA and CVB Apartments. The Social Plan is available to residents living in the I House. These plans are not available to any residents of the CVC Suites, SVP, Classics (Joe West and Washburn Hall) or CV2. Additional optional meal plans may be purchased at any time during the semester. Note that unused swipes do not roll over into the next semester; however, unused Dining Dollars will roll from the fall to spring. Unused guest meals expire at the end of each semester. All unused swipes and Dining Dollars are forfeited at the end of the academic year.

#### **Optional “Community” Meal Plans**

**145 Swipes “Social Plan”** provides 145 entries into The Dining Commons for the plan holder for any day, plus 5 Guest Meals and \$500 Dining Dollars per semester. The plan holder may use these entries for themselves and for any number of accompanying guests. The “Social Plan”, may be used by the plan holder or their guest(s), and \$500.00 Dining Dollars, which may be used as desired at [any open retail dining facility](#).

**90 Swipes “Starter Plan”** provides 90 entries into The Dining Commons for the plan holder for any day, plus 5 Guest Meals and \$475 Dining Dollars per semester. The plan holder may use these entries for themselves and for any number of accompanying guests. The “Starter Plan”, may be used by the plan holder or their guest(s), and \$475.00 Dining Dollars, which may be used as desired at [any open retail dining facility](#).

#### **Other Plans**

A variety of plans are available to Apartment residents for purchase through the Spartan Eats Website. These plans must be purchased directly from Spartan Eats and are not available for purchase through the UHS Housing main office. In addition, these plan charges are not uploaded to the student account so must be paid for at time of purchase. Visit the [Spartan Eats website](#).

#### **Spartan Gold Points**

Spartan Gold Points can be purchased anytime to augment a meal plan independently of the Housing contract. These can be used at any retail unit as well as the Spartan Bookstore and Library. These can be loaded at multiple locations on campus or on the [GET website](#).

#### **Meal Plan Changes**

**Meal plan changes may be requested in writing prior to the start of the fall semester. Requests must be received by the UHS office by July 31, 2026.**

Residents may request to upgrade their meal plan at any time after move in. Residents may request to downgrade their meal plans only once during the semester by completing a Meal Plan Change Request form available at the UHS Housing main office. The Meal Plan Change Request form must be completed in person at the UHS Housing main office (or online if available) by the following dates:

**Fall Semester:** August 24 - August 28, 2026 (effective September 8, 2026)

**Between Semesters:** Late October – Early November (effective January 25, 2027) – exact dates to be determined, residents will receive notification approximately two weeks prior.

**Spring Semester:** February 1 - 5, 2027 (effective February 15, 2027)

### **Special Dietary Needs**

License to occupy a residence in CVC, SVP, I House, CV2, Joe West & Washburn Hall requires mandatory food service. The Dining Commons will work with students who may have allergies or special dietary needs and has an allergen aware station (Delicious Without). Please contact The Dining Commons at (408) 924-1740 if you have dietary concerns, you can view available on-campus resources [here](#).

\*Please note that no reduction of food service fees will be permitted for dietary or other related problems and cancellation can only be authorized after consultation with the AEC..

### **The Dining Commons and SVP Meal Services**

Dining plans are designed to provide the maximum value to residents, the cost is the same regardless of how frequently you visit. A percentage of absenteeism is used in projecting the meal costs.

### **Dates of Service**

Full details available on the [Spartan Eats website](#). (Dates and Times Subject to Change)

#### **Fall Semester**

Begins Saturday, August 15, 2026, 10:00 a.m. – 8:00 p.m. (Brunch and Dinner) for all meal plans.

Sunday, August 16, 2026 (Brunch and Dinner) 9:00 a.m. – 8:00 p.m.

Monday, September 7, 2026 9:00 a.m. – 8:00 p.m. (Labor Day)

Wednesday, November 11, 2026 9:00 a.m. – 8:00 p.m. (Veterans Day)

No meal service, after 2:00 p.m. on Wednesday, November 25, 2026 through 7:00 a.m. on Monday, November 30, 2026 (Thanksgiving Break)

Last meal lunch, Wednesday, December 16, 2026. No meal service after 2:00 p.m.

#### **Spring Semester**

Begins Lunch, Sunday, January 24, 2027 (Lunch) for all meal plans.

Monday, January 25, 2027 Weekend schedule 9:00 a.m. – 8:00 p.m.

No meal service, after 5:00 p.m. on Friday March 26, 2027 through 7:00 a.m. on Monday, April 5, 2027 (Spring Break)

Last meal breakfast, Wednesday, May 26, 2027. No meal service after 12:00 p.m.

### **Meal Service Hours**

Hours of operation are subject to change. Where possible, as much notice will be given via email and signage.

### **The Dining Commons**

Weekdays (Monday – Friday): The Dining Commons is open continuously from 7:00 a.m. – 12:00 a.m.

Weekends: The Dining Commons is open from 9:00 a.m. – 8:00 p.m.

### **SVP Dining**

Weekdays (Monday - Friday): SVP is open continuously from 7:00 a.m. - 11:00 p.m.

Weekends: SVP is open from 9:00 a.m. - 8:00 p.m.

### **Sick Pass Meals**

A **sick pass** is afforded to residents who have communicated their illness/request to an RA/RLC for approval. With the approval, they can send a friend or roommate with their meal card and a “to-go box” for a takeout meal. If no “to-go box” is brought, a \$14.00 charge (plus tax; subject to change) will be assessed for a “to-go box”. Menus are available on the [DineOnCampus](#) website.

### **Cancellation Policies**

Residents may request to cancel **optional** meal plans if a written request is received by the following deadline below. Requests received after this date will not be honored. Last day to request a cancellation for each semester:

**Fall Semester:** August 28, 2026 (effective August 31, 2026)

**Spring Semester:** February 5, 2027 (effective February 8, 2027)

Residents requiring an accommodation for the **Mandatory** meal plan due to a disability must register with the Accessible Education Center (AEC). AEC will notify University Housing Services of approved meal plan accommodation for eligible students.

Permission to waive or cancel a meal plan must be obtained from the AEC. Cancellation is restricted to only the most adverse circumstances (such as a medical condition) that render it unreasonable for Spartan Eats to expect the Licensee to continue the contract.

Residents should be aware that Dining plans are charged based on a fixed weekly rate, so a set amount will be charged per week, regardless of the number of visits the resident has made to The Dining Commons/SVP during the semester. Billing is calculated based on the effective date of cancellation.

### **Policies and Regulations**

In accordance with the SJSU Student Code of Conduct and policies in section 7 "Dining Services" set forth by Spartan Eats, unacceptable behavior or failure to adhere to policies may result in permanent removal of a resident from The Dining Commons or SVP Dining. In addition to all policies of the Conduct Code, additional policies in effect at The Dining Commons and SVP Dining include but are not limited to the following:

1. Licensee's SJSU ID Card must be presented to The Dining Commons/SVP checker or retail cashier for each meal and on demand if requested by a member of the UHS or The Dining Commons/SVP staff. Residents and guests must carry identification at all times while in the residence halls, apartments, The Dining Commons, SVP Dining or any UHS property. Residents are required to carry and provide appropriate SJSU photo identification upon request by a University staff member performing their duty. Failure to present ID; presenting fabricated, falsified, or misrepresentative ID; permitting others to use IDs for the purpose of improperly gaining access to residence halls, rooms, apartments, The Dining Commons, SVP Dining, use of equipment, or any other service or facility is prohibited.
2. Licensee's meal plan is not transferable. Licensee may only use guest swipes or dining dollars to pay for a guest with their meal plan; licensee's meal plan swipes may not be used on any person except for the licensee. Assisting unauthorized persons to enter The Dining Commons/SVP Dining or to use your SJSU ID card is in violation of the terms and conditions of the License Agreement. SJSU ID cards found to be in the possession of an unauthorized user will be confiscated and may result in additional charges and/or penalties.
3. All food must be eaten in The Dining Commons/SVP Dining. Second helpings are permitted. No food may be taken out of The Dining Commons/SVP Dining unless in a purchased "to-go box" that is purchased on-site. **No dishes or utensils may be taken from or brought into the building**
4. Residents and guests are required to bus their dishes and accompanying trash.
5. "Food fights," "trashing" tables, etc. are not permitted.
6. Residents must comply with reasonable requests of The Dining Commons/SVP and UHS staff while in The Dining Commons.
7. Residents are not permitted to enter into or reach behind any unauthorized areas at The Dining Commons/SVP Dining, including but not limited to-behind food service areas, behind or underneath any countertops, back kitchen or food prep areas, food storage areas, or Spartan Eats/Chartwells offices.

Wheelchair Accessibility. The Dining Commons has motorized access doors at each entry into the building and a motorized wheelchair lift. It also has motorized push paddle doors to ease exiting the building. Guest restrooms are also accessible.

Basic guidelines for using The Dining Commons are located [here](#).

### **Meal Plans Offered Through Spartan Eats**

To access the 2026-2027 Meal Plan information, please click [here](#)

## **14. Maintenance of Premises**

University shall provide Licensee with the furnishings in the condition noted in the Room Inventory Process. Licensee agrees to give reasonable care to their living environment and its furnishings and to make payment for any damage or loss promptly upon demand by UHS. Licensee shall vacate the living unit in good order and repair, or Licensee shall pay University the reasonable costs incurred in returning the living unit to a condition of good order and repair.

Licensee shall make no alteration to the housing facility including but not limited to putting holes in the wall, repainting, altering plumbing, adding hooks, etc., without the permission of the University. Any structural addition or alteration is prohibited.

Licensee shall not possess any highly flammable material, firearms, ammunition, fireworks, knives, explosives, dangerous weapons, taser or any other material or instrument which is prohibited by law, or in the opinion of University authorities,

poses an unreasonable risk of damage or injury. Residents in possession of these items are subject to immediate eviction. UPD may also confiscate or hold for safekeeping items that are in violation of UHS policy.

Directives of the State of California concerning energy conservation will be enforced. Utilities (electricity, gas, air conditioning and water) may be limited upon directives or policies of the State of California, the CSU or SJSU.

## **15. Bed Bugs**

A Resident shall not bring onto UHS property personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident's guests. If Resident finds or suspects a bed bug infestation, Resident must notify UHS immediately by submitting an online TMA Custodial request. Residents shall cooperate with the inspection, including allowing entry to inspect any unit selected by UHS or the pest control operator until bed bugs have been eliminated and providing to UHS 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 checklist with information provided by UHS and the pest control operator. Residents shall fulfill their responsibilities for unit preparation before the scheduled treatment, as described in the pretreatment checklist. Residents shall be responsible for the management of their belongings, including, but not limited to, clothing and personal furnishings.

If UHS or the pest control operator determines that it is necessary for UHS or a resident to dispose of items infested with bed bugs, the items shall be securely sealed in a bag that are of a size as to readily contain the disposed material. Bags shall be furnished as needed to Residents by UHS. 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 UHS at least one business day prior to the scheduled pest control operator visit for inspection or treatment. A Resident must vacate their 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 UHS. If a resident does not comply with the instructions given by UHS to help eradicate a bed bug problem, they may be responsible for the full cost of any bed bug eradication related to bed bug incidents found in rooms, apartments, common areas or other apartments and CVC Suites.

## **16. Mold**

There has been considerable publicity regarding the presence of mold in residences. Molds are microscopic organisms that are present both indoors and outdoors, and may have adverse effects on the health of occupants or structural components of the Premises. It is currently believed that some types of mold are toxic to human health. Because it may be impractical or impossible to eliminate all indoor mold, indoor mold is an important topic about which residents should become informed.

UHS has no expertise in identifying or remediating mold or any other biological pollutant, nor has UHS any expertise in the possible effects on health or property of such pollutants. For information, residents should contact the United States Environmental Protection Agency ("EPA"), the [California Department of Public Health](#) ("CDPH"), or other governmental authorities. The EPA and CDPH Websites contain information and publications regarding mold and other biological pollutants that may be of interest to residents. For example, see "Biological Pollutants in Your Home" and "Mold Resources" on the [Environmental Protection Agency \(EPA\) website](#); and "Indoor Air Quality Info Sheet: [Mold or Moisture In My Home: What Do I Do?](#)" on the CDPH [Website](#).

Because such substances are pervasive, the Premises are not warranted to be free of mold or other naturally occurring biological pollutants. Mold and other biological pollutants may be present in the Premises at the Commencement Date or may later develop within the premises. Proper maintenance and repair may reduce the presence of mold and other biological pollutants in the premises.

Residents agree to take all reasonable and appropriate steps to prevent conditions that may cause mold or mildew to develop in the Premises, including following the recommendations contained in the publications referred to above. The resident also agrees promptly to report to UHS any evidence of moisture accumulation or mold in any portion of the Premises.

Resident certifies that resident has read and fully understands the information and disclosures contained in this License Agreement. Resident acknowledges that the facts disclosed in this License Agreement are important but do not constitute a complete list of all facts which should be considered by the resident.

## 17. Cancellation of License

### a. Cancellation by Licensee Prior to Beginning of Fee Period

**CVA and CVB Apartments:** The fee period for the apartments begins Saturday, August 15, 2026 for the academic year and Friday, January 1, 2027 for new residents entering for the spring semester. Licensee may cancel a reservation for a space in the facility by giving written notice to University Housing Services at least thirty (30) days prior to the beginning of the fee period (on or before Thursday, July 16, 2026, for the academic year and on or before Wednesday, December 2, 2026 for new residents entering for the spring semester). A \$100.00 license processing fee will be charged.

**CVC Suites, SVP, I House, Classics or CV2:** The fee period for the CVC Suites, SVP, I House, Classics and CV2 begins Saturday, August 15, 2026 for the academic year and Sunday, January 24, 2027 for new residents entering for the spring semester. Licensee may cancel a reservation for a space in the facility by giving written notice to University Housing Services at least thirty (30) days prior to the beginning of the fee period (on or before Thursday, July 16, 2026, for the academic year and on or before Saturday, December 25, 2026 for new residents entering for the spring semester). A \$100.00 license processing fee will be charged.

**Returning Residents.** Residents who elect to participate in the Returning Resident process, yet fail to complete all steps (including not choosing a space during room selection date/time) and/or fail to make the initial housing payment by the published time and date (during the Returning Resident sign up process) constitutes notice that the Returning Resident Reservation is cancelled. No written notice is required in this instance; In addition, residents who complete the online application and make the initial housing payment, yet fail to select a space will be charged the \$100.00 license processing fee.

Failure to receive an assignment electronically or by mail is not cause to cancel the License Agreement.

### b. Cancellation with less than thirty(30) days' and/or On or After Beginning of Fee Period

A written request to cancel a reservation less than thirty (30) days prior to the beginning of the fee period shall include Licensee's statement of reasons. The University may exercise its discretion to grant or deny the request. UHS may deny the request for cancellation, wherein the Licensee shall owe the full fee period of the License Agreement (academic year or full spring semester for new spring residents), plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information section, and the \$100.00 license processing fee. In any case, the charges will be prorated if a replacement acceptable to the University is found. All empty spaces within all facilities will be filled before any resident's license can be replaced.

For Licensee who requests cancellation and who will no longer be attending classes at SJSU, cancellation will be granted, and charges will be the nonrefundable fees as described in the Payment Information section, plus a \$100.00 license processing fee in addition to prorated housing fees (and board, parking, and telephone if applicable) through the date of Licensee vacating the facility. Housing charges and/or refunds will be processed once the Licensee's student account shows the classes have been dropped. Students approved for not attending, who subsequently enroll in classes at any point during the academic year after the approved cancellation will have all housing charges re-assessed to their SJSU account and will be responsible for the entire academic year housing charges (or entire spring semester for new spring residents).

For Licensee who is graduating at the end of fall semester and is able to provide documentation such as a graduation worksheet or letter from the Office of the Registrar, the \$100 license processing fee will be waived.

For Licensee who enrolls at SJSU, whose cancellation is granted for financial, personal or medical reasons, charges will be prorated housing fees through the date of Licensee vacating the facility, a 30-day prorated fee from the date of Licensee vacating the facility, plus the nonrefundable fees as described in the Payment Information section, and a \$100.00 license processing fee. A release due to financial hardship, medical hardship or personal hardship must include the following:

**Financial Hardship.** A request for financial hardship must include verification appropriate to the circumstance and must be a loss of income that has occurred since the cancellation deadline on or after Thursday July 16, 2026 for CVA and CVB Apartments, CVC Suites, SVP, I House, Classics and CV2 (residents for the academic year) and on or after Wednesday, December 2, 2026 for CVA and CVB Apartments, and on or after Saturday, December 25, 2026 for the CVC Suites, SVP, I House, Classics and CV2 (new residents entering for the spring semester).

**Medical/Personal Hardship.** A request for medical or personal hardship must include the appropriate medical documentation provided by a licensed physician, counselor, etc. The letter must be on the physician's or counselor's letterhead stationery and must include a statement of how living in the apartments or residence halls is related to the medical condition and the Licensee's treatment that has occurred since the cancellation deadline on or after Thursday July 16, 2026 for CVA and CVB Apartments, CVC Suites, SVP, I House, Classics and CV2 (residents for the academic year) and on or after Wednesday, December 2, 2026 for CVA and CVB Apartments, and on or after Saturday, December 25, 2026 for the CVC Suites, SVP, I House, Classics and CV2 (new residents entering for the spring semester).

Licensees who are registered with the [Accessible Education Center \(AEC\)](#) must submit their letter from their treating professional on official letterhead to the AEC, not to University Housing Services. The AEC will review the documentation

and inform University Housing Services of their findings. University Housing Services will notify the Licensee upon AEC's input.

Residents who have petitioned to cancel and have forged or knowingly provided false information/documentation to UHS will be referred to the Office Student Conduct and Ethical Department for disciplinary action per the [Student Conduct Code](#). Following all of the appropriate cancellation procedures is the responsibility of the Licensee. "Petition to Cancel" forms and guidelines are available in the UHS Housing main office and on the [UHS Housing forms web page](#).

The University may exercise its discretion to grant or deny a request to vacate. The University may approve the request to vacate, wherein the Licensee shall owe an amount equal to a prorated charge for each day from the beginning of the occupancy period (as defined in section 3), through the end of the occupancy period, plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information section, and the \$100.00 license processing fee.

The University may deny the request to vacate, wherein the Licensee shall owe the amount due under the full fee period of the License Agreement (academic year or full spring semester for new spring residents), plus any charges for damages and cleaning, all nonrefundable fees as described in the Payment Information section, and the \$100.00 license processing fee. In any case, the charges will be prorated if a replacement acceptable to the University is found. All empty spaces within all facilities will be filled before any resident's license can be replaced.

**Unless cancellation is officially approved and appropriate check-out procedures followed, the Licensee is required to pay for the entire license period.** Refunds take at least 4-6 weeks from the official date of move-out.

Roommate/community related issues are not considered grounds for cancellation and will be referred to Residential Life staff.

Academic year residents who will not be attending SJSU in the spring semester and wish to cancel their housing must submit a "Petition to Cancel" by October 15, 2026 to avoid having spring charges assessed to their account. Cancellations submitted after this deadline, and subsequently approved will not have any late fees reversed that may have been assessed due to late or non-payment.

## **18. Construction & Renovation**

Construction and/or remodeling or repair of academic, residential and dining buildings on the San José State University campus in the vicinity of the residence halls and apartments is scheduled for the Academic Year 2026-2027. Construction may result in disturbances and disruptions, including but not limited to, increased noise and dust in the area surrounding the residence halls and apartments as well as power, water and sewer interruptions. By signing this License Agreement, Licensee agrees that they have been advised of said scheduled construction and acknowledges disturbances and disruptions resulting from construction (including noises, dust, periodic breaks in water or other utilities, etc.) are not grounds for termination of this Agreement.

## **19. Revocation of License**

**University may revoke the License granted under this Agreement and terminate the Agreement for any of the following reasons:**

- a) Breach of any term or condition of this License Agreement, including breach of any of the policies or regulations referenced in this License Agreement.
- b) Failure to comply with [SJSU Immunization Policy and Requirements](#).
- c) If the Licensee is convicted of any misdemeanor or felony committed on University property, or involving any member of the University community (e.g. students, staff, or faculty) whether on or off University property or that is otherwise University related.
- d) Nonpayment of License Fees.
- e) Failure of Licensee to maintain status as a student at the University through academic dismissal or all other withdrawals. Students must be matriculated and/or enrolled in the regular academic program at San José State University or have approval to live in on-campus housing from the Executive Director or designee.
- f) Administrative necessity of the University. Administrative necessity exists when any condition not reasonably foreseen at the time of confirming a reservation, issuing a license, or renewing a license occurs and prevents the campus from making or continuing to make a housing facility available to the Licensee. Such conditions shall include, but are not limited to, damage caused by floods, slides, fire, earthquake, other natural disasters, construction and vandalism; civil disorder; compliance with state or federal law; or interruption of basic services because of labor strife. Such conditions shall also include a drop in the rate of cancellation not reasonably foreseen by the campus, if such drop results in an overbooking of available housing facilities.

University shall provide Licensee not less than three (3) days' notice in the event of an occurrence described in subsection (1), except in cases of emergency. Licensees will be assessed charges according to Terms and Conditions, section 3 and payment fee period.

## **20. Abandonment or Termination by Licensee**

Except as permitted in section 17 a and b, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due the University for so long as the University does not terminate Licensee's right to possession.

## **21. Disposition of Property**

Any property of Licensee remaining on the premises after abandonment, termination, eviction or termination of this License Agreement may be removed and placed in storage. A fee will be charged for such storage. Property may be claimed by Licensee or authorized agent upon payment of storage charge in full. Any property of the Licensee remaining in the housing facility may be removed and stored by the University at the expense and risk of the Licensee and will be disposed of pursuant to the laws of the State of California as outlined in Title 5, California Code of Regulations, Section 42375 (Care, Restitution, Sale or Destruction of Lost Property); and Section 42376 (Proceeds of Sale). Licensee releases the University from any liability for any damages or loss to property disposed of in the manner described above.

## **22. Destruction or Unavailability**

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

## **23. Notice of Vacating**

Any Licensee who requests to vacate a housing facility shall give at least thirty (30) days written notice of intention to vacate and the reasons therefore. The University, using the standards established pursuant to Section 42017, may grant or deny the request to vacate.

## **24. Vacating the Housing Facility**

Licensee shall vacate the UHS housing facility to which the Licensee is assigned on the expiration of the license period, or upon revocation of their license to use the facilities, or termination of this License Agreement, whichever occurs first. (See "Check in/ Checkout," section 10). Any Licensee who does not vacate the housing facility as required by this section shall be evicted in the manner provided by the laws of the State of California and charged a daily rate through the length of stay. The University may charge any other applicable fees or charges. The matter shall be referred to the CSU Office of General Counsel for appropriate legal action. Any property of the Licensee remaining in the housing facility may be removed and stored by the University at the expense and risk of the Licensee and will be disposed of pursuant to the laws of the State of California as outlined in Title 5, California Code of Regulation, Section 42375 (Care, Restitution, Sale or Destruction of Lost Property); and Section 42376 (Proceeds of Sale).

## **25. Refunds**

UHS encourages all residents to register for [e-refunds \(direct deposit\)](#) to ensure refunds are received as quickly as possible. Visit the Bursar's website for instructions on how to register.

UHS will generate a refund in the case of a credit balance, under the following conditions:

1. Applicant/Resident has submitted all required documents to cancel their Housing License Agreement and it has been approved;
2. All future housing charges for the current fee period are paid in full;
3. There are no housing debts for prior year license;
4. There are no outstanding SJSU debts;
5. Payment was not made with a personal check within the last 21 calendar days (if so, there will be a waiting period);

Note: Refund is made in the name of the Licensee; Refund is generated in four to six weeks.

Installment fees assessed for Housing Installment Payment Plan are not subject to refund after the installment fee has been posted to the resident's account. Resident Activity Fees are not subject to refund after the start of the contract period. In the rare case a refund is issued in error, the Licensee is required to repay the refund amount.

## **26. Dishonored Checks**

Fees will be assessed for any dishonored checks, and residents are liable for balance due plus fees under Civil Code, Section 1719 for triple the amount of the check (a minimum of \$100.00 and a maximum of \$500.00) if funds necessary to cover the check are not received within 10 days following a written notice. Residents may also have their Housing License Agreement revoked for non-payment of a dishonored check debt.

## 27. Nonpayment of License Fees

**Nonpayment of License Fees may, at the discretion of the University, result in:**

- a) Assessment of late fees as stated in the Payment Information section.
- b) Suspension of parking, telephone, cable and internet services without compensation for missed services.
- c) Revocation of the License Agreement with financial penalties, as noted in section 17.
- d) Withholding of University services pursuant to Section 42380 et seq., Title 5, California Code of Regulations. This may include withholding official transcripts and denial of registration.
- e) Offset of loans, grants or scholarships payable through the University, or tax refunds through the Franchise Tax Board. All reasonable collection costs and charges accrued by SJSU during the collection of said amounts are the responsibility of the Licensee.
- f) Notification of default to credit bureau organizations.
- g) Employment of a collection agency to collect all delinquent amounts. Any attorney fees and other reasonable collection costs and charges accrued during the collection of said amounts are the responsibility of the Licensee.
- h) Legal action to collect unpaid obligations.
- i) By signing the License Agreement, Licensee agrees that housing fees are an extension of credit for living expenses and are considered an educational debt.
- j) Licensee waives the benefit of any limitations affecting liability or the enforcement thereof to the extent permitted by law. (California Code of Civil Procedures section 360.5)

## 28. Treatment of Indebtedness

Failure to pay housing fees or payment with a dishonored check that has not been redeemed by the University will result in action described in section 27 of the Terms and Conditions of the Annual Housing License Agreement. It will also result in the University pursuing the debt via its in-house collection office, assignment of the debt to a private collection agency, suit filed in small claims court, disclosure of the debts, and/or judgment to a credit bureau organization, and/or submission of the name to the California State Franchise Tax Board for offsetting of state income tax refunds.

Submission of the debt to a collection agency will result in negative credit information reported to credit bureaus. If any of these collection steps are necessary, the debtor will be held liable for any reasonable costs incurred by UHS and SJSU to collect the debt.

## 29. Right of Entry

The University shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purpose. Submitting a work order for a repair or cleaning gives University staff permission to enter your apartment or unit for the requested repair/maintenance. UHS shall give residents reasonable notice of intent to enter including date, approximate time and purpose unless an emergency situation has occurred and/or concern of well-being or potential of harm is present and entry is required immediately. In non-emergency situations, residents shall be notified 24 to 48 hours in advance.

## 30. Non Waiver/Waiver

The waiver of any breach of a term or condition of this License Agreement shall not constitute a waiver of any subsequent breach. The waiver by University of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance of rent hereunder by University shall not be deemed to be waiver of any preceding breach by Licensee of any term, covenant, or condition of this License Agreement, other than the failure of Licensee to pay the particular rental so accepted, regardless of University's knowledge of such preceding breach at the time of acceptance of such rent.

## 31. Hold Harmless

Licensee agrees to indemnify and hold the University harmless from any and all claims arising from Licensee's use or occupancy or other acts that are improper, illegal or a violation of the License Agreement.

## 32. Oral Representation Policy

To avoid any misunderstanding concerning the License Agreement, we advise residents that UHS does not enter into any oral agreements or make or rely on any oral representation concerning License Agreements. The entire License Agreement is expressed in writing. The License Agreement supersedes any understanding that may have been understood verbally, and neither the Licensee nor UHS are relying on any oral agreement or representation or any understanding of fact or law that is not expressed in writing.

### **33. Taxable Possessory Interest**

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

### **34. Megan's Law**

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via the [California Megan's Law Website maintained by the State of California Department of Justice](#). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which they reside.

### **35. Civil/Criminal Law**

Residents are required to abide by all Federal, State, County, and local laws and ordinances. Violation of criminal or civil law in or outside of UHS facilities is a basis for termination of the Housing License Agreement.

### **36. Non-Discrimination on the Basis of Sex or Gender**

The California State University does not discriminate on the basis of gender, which includes sex and gender identity or gender expression, or sexual orientation in its education programs or activity. View the full [Notice](#).

### **37. Motor Vehicles**

When entering or exiting the Campus Village parking lot, sensors measure the size of the vehicle and the vehicle must contain metal for the sensors to open the gate to the parking garage. Sensors will not work on a vehicle consisting primarily of non-metal materials. The vehicle's owner needs to obtain and place something similar to a "red light changer magnet" on the "non-metal" vehicle in order to enter and exit the Campus Village parking lot through the parking garage gate.

Motorcycles, mopeds, or other motor-powered vehicles are not to be stored in or around the residence halls/apartments, building entrances, patios, or courtyards. All such vehicles must be parked in designated areas and have an appropriate permit issued from University Housing Services to park in the Campus Village parking garage or in the I House parking lot.

At no time is there to be storage of any inoperable vehicle in the Campus Village parking garage. All vehicles parked in the garage must also be free of all types of fluid leaks. If the vehicle leaks, the owner will be held liable for any cleanup of the garage floor and/or damages that it may cause to the garage or other vehicle.

Licensee agrees to accept financial responsibility for any loss or damage to personal property or personal vehicle belonging to Licensee and their guests and invitees that may be parked in the Campus Village parking garage or the I House parking lot, caused by theft, fire, vandalism or any other cause. University Housing Services assumes no liability for any such loss. It is suggested that Licensee obtain and maintain throughout the term of the license a policy of automobile insurance from a recognized insurance firm, covering Licensee's liability and personal property damage (if Licensee utilizes the Campus Village parking garage or the I House parking lot).

### **38. Insurance, Automobile**

Licensee agrees to accept financial responsibility for any loss or damage to personal property or personal vehicle belonging to Licensee and their guests and invitees that may be parked in the Campus Village parking garage or in the International House parking lot, caused by theft, fire, vandalism or any other cause. University Housing Services assumes no liability for any such loss. It is suggested that Licensee obtain and maintain throughout the term of the License Agreement a policy of automobile insurance from a recognized insurance firm, covering Licensee's liability and personal property damage (if Licensee utilizes the Campus Village parking garage). University Housing Services assumes no responsibility for damages to vehicles caused by leaks from pipes or from liquids seeping through floors or walls.

### **39. Insurance, Renters**

The University has no insurance to cover the personal property damage of Licensee, so during the period covered by this License Agreement; University highly recommends that Licensee, at their expense, obtain and maintain throughout the term of the License Agreement a policy of insurance, such as a renter's policy, from a recognized insurance firm, covering Licensee's liability and personal property damage.

### **40. Bicycles, Skateboards, Scooters, Rollerblades, Drones and Hoverboards**

Bicycle racks are provided in the exterior patios of Washburn Hall for those residents only. An exterior bicycle enclosure is provided on the east side of Joe West Hall. Only residents of Joe West Hall may request a key from the Residential Life Coordinator of Joe West Hall. CV2 has an exterior locked bicycle enclosure for CV2 residents only and is located on the southeast corner of the building along with an exterior bicycle rack. Access to the CV2 bicycle enclosure requires a

request form that can be completed on the UHS Housing Portal. Upon approval, access will be added to the resident's Tower card. For CVA/CVB, and CVC Suites, locked bicycle enclosures are located on the P1 level of the Campus Village Parking Garage. Access to the CV garage bicycle enclosures require a form that may be completed on the UHS Housing Portal. Upon approval, access will be added to the resident's Tower card.

Campus Village has several exterior bicycle racks located on the north and south side courtyard areas. UHS is not responsible for any lost or damaged bicycles. Bicycles may not be parked on the sidewalks, at the entrance to any buildings, around any exterior seating, nor should they be locked to stairwells, trees or handrails. Any bicycles found in these locations will have their lock cut and their bicycle will be removed by UPD. Bicycles, skateboards, scooters or rollerblades may not be placed in bathrooms, study rooms or other public/common areas inside of buildings.

SJSU is a designated dismount zone for electric and motorized scooters, electric skateboards and electric bicycles. Bikes, skateboards, scooters or rollerblades may not be ridden in the buildings. Any damage caused by these items will result in the resident being charged for the repairs and could result in the resident going through the conduct process.

Skateboard storage is available at the International House.

Hoverboards are not permitted to be stored or operated in UHS buildings. Electric and Gas powered vehicles are not permitted to be stored or charged in resident's rooms. Residents with disabilities who require scooters must submit a written authorization from the Accessible Education Center.

Drones or any other unmanned aircraft are not permitted to be stored or operated in the UHS buildings.

#### **41. Student Privacy (FERPA)**

The Family Educational Rights and Privacy Act (FERPA) of 1974 helps protect the privacy of student records. The Act provides for the right to inspect and review educational records, to seek to amend those records, and to limit disclosure of information from the records. This generally includes records relating to on-campus housing. The Act applies to SJSU (and all other institutions of higher education that are the recipients of federal funding). Students who are currently enrolled or formerly enrolled, regardless of their age or parental dependency status, are protected.

Students can create an authorized user while completing the housing application. An authorized user can be added or removed at any time by logging into the Housing Application Portal and selecting the completed application. No grades, class schedules or academic hold information will be released.

Parents, guardians or outside organizations which may be making payments for the Licensee must work through the Licensee if they have questions about payment, account balance, etc. Please refer to the campus main website for complete information on the [Family Educational Rights and Privacy Act \(FERPA\)](#).

#### **42. Campus Safety Act**

The SJSU Police Department works hard to ensure that everyone in the SJSU community is aware of safety issues that may affect them. The Campus Safety Act, also known as the Jeanne Clery Act, requires universities to report annual crime statistics, provide timely warnings of serious crimes when there may be a threat to others, and to keep a public log of campus incidents. SJSU is in full compliance with this federal mandate, and our Safety and Security Reports are available to the entire campus community. For more on the Campus Safety Act, see the SJSU Police Department's website: [SJSU Clery and Safety Reports](#).

#### **43. Emergency Contact Information**

Licensee agrees to provide requested emergency contact information prior to move in date when completing the application on the UHS Housing Application Portal.

#### **44. Mail Services**

Resident mail is delivered to the Joe West Mailroom; residents living in SVP will receive their mail at the SVP Mailroom. Mail for I House residents will be delivered to the I House. All University communications will be sent to resident's on campus mailbox while living in University Housing. However, mail will NOT be delivered between December 18, 2026 and January 1, 2027 due to winter break and residence hall closures during this time period. Mail and packages received will be held at the Joe West or SVP Mailroom during this time. Please make other personal arrangements with the US Post Office and/or delivery services if you need to receive packages during this time period. Mailbox combinations are provided to residents via their University Housing Services portal account.

Residents agree to hold harmless University Housing Services and its agents and give permission to University Housing Services and its agents to sign and accept packages/parcels from U.S. Mail, U.P.S., Federal Express and any other delivery agents attempting to deliver in their name. In addition, residents relieve University Housing Services and its agents from all responsibility in accepting any delivery in the event of loss/damage or theft. It is further agreed that if said deliveries are not claimed within a seventy-two (72) hour period by resident, that management reserves the right to return said deliveries

without notice. All deliveries will be held at the Joe West Mailroom, in Joe West Residence Hall on the Ground, 1<sup>st</sup> floor or at the SVP Mailroom.

#### **45. Change of Address/Email**

It is the resident's responsibility to notify UHS and SJSU Office of the Registrar (through my.sjsu.edu) 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. UHS will periodically update their records with the student email address from the campus records. All communications will be sent to the preferred student email address and/or MySJSU.

#### **46. Missing Persons**

University Police will be notified in the event a student is missing, if the student is under 18 a parent or guardian must be notified. Official missing person reports are required to be referred immediately to University Police.

Each student living in University Housing Services is asked to identify an emergency contact person to be contacted in the case of an emergency, or when a student is determined to be missing. Only authorized campus officials and law enforcement officers will have access to this information.

#### **47. Alert-SJSU**

Licensee agrees to sign up for Alert-SJSU, an alert and warning communication system designed for warning students, staff and faculty in the event of a natural disaster or other emergency on-campus.

Community members can add cell phones with text messaging, email accounts, land lines, and TTY/TDD devices on which to be alerted about emergencies.

#### **48. Public Health and Safety**

The University reserves the right to close the residential facilities if the State of California or the Chancellor of the California State University system determines that such a closure is required to protect the public health and/or safety of residents.

#### **49. Communicable Diseases**

Violations of following protocol may result in eviction from UHS property on the first offense.

Any resident diagnosed with a communicable disease by the Student Health Center or by their health care provider may be sent home during the infectious period, or isolated/quarantined in an assigned room as directed by University Housing Services in consultation with the Student Health Center, County Health, and/or the resident's health care provider (as permitted by the resident). Non-campus housing and travel arrangements are made at the student's expense. Student Health Center and/or the resident's health care provider will clear the resident to return the UHS facility, dining services and classes (in consultation with the resident's health care provider, as appropriate). If a resident violates their quarantine/isolation, the resident could be subject to license revocation.

Any resident suspected of having a communicable disease may be isolated/quarantined in their room or another assigned room while waiting for a diagnosis. Any resident exposed to a communicable disease should make an appointment with a physician at the Student Health Center, to discuss the possible exposure, symptoms and treatment (if any treatment is available). Examples of communicable and infectious diseases may include: COVID-19, chicken pox, m-pox, hepatitis, measles, tuberculosis, H1N1, and scabies etc.

In the instance of an outbreak, University Housing Services will follow university and local emergency protocols.

#### **50. License Violations**

Residents who are believed to be in violation of one or more policies may be referred by Residential Life staff to the UHS Student Conduct Process, Office of Student Conduct & Ethical Development, University Police Department, or any combination of the three for appropriate action. The referral process for such action is outlined in the [Community Living Handbook](#), which is available online at the Housing website. The student conduct system ensures a resident's right to due process throughout the proceedings. Questions about student conduct referrals should be directed to UHS staff.

## **UHS Conduct and Policies**

Described below are the Policies, which govern all University Housing Services occupants. By completing and electronically signing the Annual Housing License Agreement, residents agree to all of these provisions. Applicants should read these provisions carefully before submitting a completed License Agreement.

Conduct by students is subject to referral to the student conduct process on the San José State University campus. University Housing Services collaborates with the Office of Student Conduct and Ethical Development to coordinate this process and establishes standards and procedures in accordance with regulations contained in Sections 41301 through 41304 of Title 5, California Code of Regulations. A copy of these regulations can be found in the current edition of the San

Jose Staté University General Catalog. All violations of the Terms and Conditions or Policies and Regulations below are subject to review by University Housing Services and/or the Office of Student Conduct and Ethical Development for violation of 41301 through 41304, as well as grounds for eviction from University Housing Services Facilities. Conduct that is in violation of the law will be referred to University Police for investigation, if warranted. Access to [student conduct policies](http://www.calstate.edu/eo/EO-1098-rev-6-23-15.html) <http://www.calstate.edu/eo/EO-1098-rev-6-23-15.html>

## Access to University Housing Facilities & Keys

- a) Licensee is required to carry key and SJSU ID card, affixed with appropriate building sticker (denoting residence) at all times and must present it to staff when entering any UHS residential building.
- b) Licensees are only permitted to enter residence halls in which they reside. If residents are visiting someone in another building, they must have a host meet them outside of the building.(See guest policy.)
- c) To access the dining hall, residents must use the stairs in front or back of the dining hall to access the facility. Residents may not walk through Joe West Hall due to safety concerns.
- d) Licensees are responsible for all keys and access/Tower cards
- e) Licensee must report lost, damaged or stolen keys or access/Tower cards immediately to the Residential Life Coordinator or UHS Housing main office. New keys or access/Tower cards will be issued (\$25.00 fee for access/Tower card and \$75.00 fee for a key) and the lost access/Tower card will be deactivated. Lost keys can usually be replaced within two business days. Tower cards lost during business hours, Licensee should go directly to the Bursar's office for a replacement. Licensee who reports a lost Tower/access card to the Housing office will have their card deactivated, and a temporary access card, valid for five days only will be issued and Licensee will be charged \$25.00 for a lost card. Licensee must then visit the Bursar's office to purchase a new Tower card. Licensees who have lost their access/Tower card or key and require housing staff to give them immediate access to their room or apartment may also be subject to a lock out fee according to the lock out fee policy.
- f) Licensee's access/Tower card and/or key are for their use only. Under no circumstances are access/Tower cards or keys permitted to be duplicated or loaned to other individuals.
- g) Licensee may not add or change any locks to their apartment, suite or bedroom.
- h) Licensee may not hold gates or doors open for unknown people. All Licensees have a key and/or Tower card. Licensee should report all suspicious persons or activities to the University Police Department immediately at (408) 924-2222.
- i) Licensee may not prop open any door or gate. Anyone caught doing so may have their License Agreement revoked, and will receive no refund of fees.
- j) Licensee must keep the apartment, suite, and bedroom doors locked at all times.
- k) Licensee should use the door viewer to see who is there before opening the door.
- l) Licensee may not enter their assigned room prior to being issued a key and/or Tower card. Upon check-out, all appropriate keys must be returned to University Housing Services. Failure to return keys upon check out will result in damage charges being assessed.
- m) Licensee may only use the UHS space assigned to them. UHS reserves the right to assign vacant space as needed.
- n) Licensee must only use their key on their assigned room/suite or apartment.
- o) Licensee is only permitted to enter buildings they have authorized access to and may not walk through or enter other buildings. Violating this policy may result in disciplinary action.

## Accountability

Residents will be held accountable for their actions and behavior and that of their guests including violations of the policies and regulations governing University Housing Services facilities.

## Air Conditioning

Air conditioning is not guaranteed. When the air conditioning is operating in a building, all windows must be closed. No personal air conditioners are permitted.

## Alcohol

California state and federal law prohibits alcoholic beverages from being sold, furnished or given to any person under the age of 21. Use, possession, manufacture or distribution of alcoholic beverages (except as expressly permitted by law) or public intoxication while on campus or at a University related activity is prohibited. As such, residents under the age of 21 are not permitted to be in the presence of, possess or consume alcohol.

### Residents and Guests age 21 and over:

- 1) Students age 21 and over can consume alcohol in their room or apartments with the door closed so long as they are not in the presence of anyone under 21 years of age. The consumption and possession of alcohol in the presence of those under the age of 21 is prohibited.
- 2) A student over 21 is prohibited from hosting and serving alcohol to a person(s) under 21 years of age. It is a violation of state law to furnish alcoholic beverages to anyone under the age of 21.
- 3) Anyone over the age of 21 may not be under the influence of alcohol while in the presence of a person(s) under 21 years of age.

### **Residents and Guests under age 21:**

- 1) Residents and their guests who are under age 21 are prohibited from transporting, possessing or consuming alcoholic beverages in their room or apartment. Students under the age of 21 in the presence of alcohol will be found in violation of SJSU Alcohol Policy.

### **All Residents and Guests:**

- 1) Alcohol cannot be consumed as part of a large group (as defined by guest policy) where the main purpose appears to be drinking alcohol.
- 2) Kegs, pony kegs, multiple cases of alcohol and other bulk quantities of alcoholic beverages that are excessive under circumstances for personal use are prohibited.
- 3) Drinking games or simulated drinking games are prohibited. This includes but is not limited to: beer pong, water pong (or another beverage), flip cups, quarters, king's cup, etc. Items used for drinking games or other activities that encourage the excessive or rapid consumption of alcohol are not allowed (beer pong tables, beer bongs, funnels, etc.). Any decorations, items, or paraphernalia related to the consumption of alcohol is prohibited.
- 4) The manufacture of any type of alcoholic beverages by any method is prohibited.
- 5) The sale of alcoholic beverages within the residential community is prohibited.
- 6) No one, regardless of age, may have an open container of alcohol (e.g., can, bottle, cup) in a public area at any time (any area in the community other than a bedroom, room or apartment) and must be concealed.
- 7) Public intoxication is prohibited.
- 8) The inability to exercise care for oneself and one's safety or the safety of others due in whole or part to alcohol consumption is a violation of the SJSU Alcohol Policy.
- 9) Collection or display of alcohol containers is not permitted in student rooms, CVC Suites or apartments.
- 10) Any damage or mess requiring clean up that occurred as a result of alcohol use (including that due to vomit) will be the responsibility of the resident. If they are incapacitated or otherwise unable to do so, residents will be billed for the cost of custodial cleanup.
- 11) Any alcohol found that violates the SJSU Alcohol Policy, regardless of the age of the owner, must be disposed of under supervision of a University Housing staff member.
- 12) Residents found in violation of alcohol policies are subject to criminal prosecution as well as University disciplinary proceedings which may be grounds for immediate disciplinary action and/or termination of the Housing License Agreement.
- 13) **Residents, whose License Agreement is revoked, will still be responsible for the full amount owed in their License Agreement for the academic year (or entire spring semester if new spring resident).**
- 14) These policies exclude minors who are dependents of licensed residents of CVA and are authorized as "additional occupants" by University Housing Services.

### **Appliances**

UHS facilities have limits on their electrical systems. Overloading the circuits can result in tripped circuit breakers and present a fire hazard. The following guidelines apply to the use of electrical apparatus:

#### **All Communities**

- a) Items with exposed heating elements are prohibited. This includes, but is not limited to, space heaters (unless supplied by UHS), sun lamps, immersion heaters, hot plates, portable grills and stoves.
- b) Privately owned air conditioners are not permitted.
- c) Fans are not allowed in windows and should never be used unless a resident is present.
- d) International appliances must use electrical converters.
- e) Irons must be used with ironing boards only and should never be left unattended.
- f) Stereos, radios, desk lamps, computers, TV's, DVD players are permitted. Stereo equipment and speakers are expected to be of a size and power that are appropriate for high-density community living.
- g) Sealed-component hair dryers and other electrical hair implements are permitted.
- h) Electric blankets are permitted.
- i) Microwaves are permitted, wattage may not exceed 900 watts.
- j) Refrigerators for private bedrooms are permitted, size may not exceed 4.0 total cubic feet.

#### **CVA and CVB Apartments**

The following appliances are permitted: crock pots, toasters, toaster ovens, rice steamers, electric grills, coffee makers, electric kettle, air fryers and electric frying pans. It is recommended that these items are utilized on the kitchen counter located within the apartment. These appliances must not overload the system and must be directly attached to grounded outlets. Efficiencies (CVA) do not have kitchens and must adhere to the same cooking policies as the CVC Suites, Spartan Village on the Paseo, Classics and CV2.

#### **CVC Suites, I House, Classics, SVP and CV2**

The following appliances, the only appliances permitted: crock pots, electric kettle, coffee makers and rice steamers. It is recommended that these items be utilized in the community kitchen or the kitchenette (CVC Suites). These appliances

must not overload the system and must be directly attached to grounded outlets. Absolutely no open coil or exposed heating element appliances may be stored or used in rooms.

Any damage caused by personal appliances or misuse is the financial responsibility of the resident, including damage of any kind (fire, water, etc.) to the facility and/or other residents' personal belongings. Violations of these guidelines may result in immediate license revocation

## Bathroom

Restrooms in common areas that are designated either male or female may only be used by that gender, recognizing that residents may use the bathroom that aligns closest with their gender identity. Some restrooms are designated as gender inclusive bathrooms which any resident or guest may use. It is an expectation that each resident assists in maintaining sanitary bathroom conditions. Residents may not enter bathrooms when they are closed for cleaning and/or repairs.

Residents who have bathrooms in their assigned room/suite are responsible for cleaning this bathroom and maintaining sanitary conditions. Residents are expected to report any issues when they appear.

## Break Closures

During winter break, when buildings are closed or the resident is not residing in space, residents must unplug all electrical items. This includes, but is not limited to, alarms, clocks, hair care appliances and refrigerators. Specific Break Closure information will be communicated to residents close to the time of closure and residents are responsible for following all policies and procedures noted in the Break Closure information provided. Residents who do not follow the closing procedures are subject to going through the conduct process.

## Bunk and Lofted Beds Safety Guidelines

The health, wellbeing, and safety of all residents is of utmost importance and the highest priority. Safety guidelines are provided to mitigate potential serious injuries that may be associated with bunk and lofted beds. The bunk and lofted bed safety guidelines are found here, [Usage and Safety Guidelines for Bunk and Lofted Beds](#).

## Cannabis/Drugs

The possession, use, distribution, sale, or manufacture of any illegal drugs or other substances on SJSU property is prohibited by law and University policy. **This includes but is not limited to cannabis/marijuana, which remains illegal for all purposes and uses under federal law (and University policy).** Such drug activities are not permitted and will not be tolerated in UHS facilities. It is prohibited to be under the influence of cannabis or any other illegal drugs or substances on any University property, including in any UHS facility. Possession of these items may result in termination of the License Agreement and revocation of the license granted thereunder. For University Housing student conduct purposes, the presence of evidence that supports the use of illicit substances, the smell of cannabis and/or the presence of other evidence that supports the use of cannabis may be sufficient enough to revoke a resident's License Agreement. Termination of the License Agreement may also result if the sale or inappropriate usage of pharmaceutical drugs is found. In these instances, all housing fees are NON-REFUNDABLE.

Medical Marijuana Cards are not an exception as cannabis in any form (including but not limited to edibles, extracts, wax, plants, cartridges, flowers, bath products, CBD from cannabis, salts or topical products) is prohibited. Residents shall not engage in any of the actions or conduct related to cannabis that are otherwise permitted under Health and Safety Code 11362.1 (Adult Use of Marijuana Act, Proposition 64) on the premises. Also, any decorations, items, or paraphernalia related to the consumption of cannabis or other illicit substances is prohibited.

Please note that residents are subject to criminal prosecution as well as University disciplinary proceedings through University Housing Services and the Office of Student Conduct & Ethical Development.

## Common/Public Areas

Common areas are defined as all facility areas that are not a part of the private confines of a resident's room/suite/apartment. Outside patios, hallways, stairwells, recreation rooms, study lounges, laundry rooms, room/suite/apartment doors, balconies, community room, and bedroom/suite/apartment windows facing out are considered to be common areas. While UHS custodial services are provided to maintain common areas, it is an expectation that each resident will make reasonable efforts to keep common areas clean and accessible for everyone. Furnishings and amenities in building common areas are for use by all members of the community. Guests should not use any building's amenities (e.g. laundry room, game room, showers). Residents may not sleep in the common areas. Residents may not remove furniture from building common areas. Removal of any building common area furniture and/or furnishing may result in a \$100.00 fee and referral to the student conduct process for adjudication.

## Community Living

Each resident must complete a roommate agreement and to conduct themselves in a manner that is conducive for fellow residents to study, live and sleep. Residents are expected to engage in behavior that contributes positively to a safe and

inclusive residential community. Violence, threats, coercive behavior, impeding access to space(s), refusal to abide by roommate agreement regulations are not tolerated in Residential Life facilities or during Residential Life activities.

Each resident agrees to not disturb this environment, and also agrees to demonstrate reasonable efforts to resolve roommate and/or residence hall problems. Residents are encouraged to resolve their disputes using conflict resolution practices on their own or guided by the assistance of their Resident Advisor. Residents who refuse to engage in cooperative community living behavior, are found in repeated roommate conflicts or decline participation in a mediation/roommate agreement may be subject to the conduct process. Residents are expected to report uncivil treatment of others, vandalism, and other violations of the License Agreement. For more information, please refer to the [Community Living Handbook](#).

## Computer Use

Users of the University Wi-Fi must abide by all computer policies for Housing, San José State University, Cenic, and all applicable state and federal laws. Wi-Fi is available throughout all housing facilities; therefore, no resident may utilize their own Wireless Access Point (router) since it would create interference for SJSU eduroam and impact the performance of the Wi-Fi. Residents who do not comply will risk having their internet port/wifi access deactivated and possible judicial action.

## Cooking

In the CVC Suites, SVP, I House, Classics and CV2 residence halls, cooking is limited to the building community kitchen (SVP, I House, Classics or CV2) or kitchenette (CVC Suites) area and is not permitted in the bedrooms. In the CVA and CVB apartments with kitchens, cooking is permitted. Efficiencies (CVA) do not have kitchens and must adhere to the same cooking policies as the CVC Suites, SVP, I House, Classics and CV2. Refer to the Appliances section for approved appliances in each community.

**Under no circumstances are microwaves, stoves, and other similar appliances to be left unattended while in use. Any damage done or inconvenience caused to the community (smoke alarms, fires, etc.) is the financial responsibility of the resident and may result in referral to the student conduct process for adjudication.**

## Cooperation with Staff Requests/False Information

Residents and their guests are expected to comply with any reasonable request of a University staff member or authorized official. Such requests may include, but are not limited to, producing identification, key or access/Tower card; reducing noise levels; disposing of alcoholic beverages or leaving a location.

In addition, residents are expected to comply with any reasonable requests made by a roommate or UHS community member. As a member of a community, the rights and compelling interests of the community outweigh those of the individuals.

Furthermore, it is prohibited for anyone to intentionally give false or misrepresented information, or to withhold reasonable requested information from any University Housing Services employee.

## Damages

Each resident must give reasonable care to the room/suite/apartment, its furnishings, and common areas. Residents are expected to maintain sanitary and safe conditions acceptable to the University. Residents will pay for any damages to University Housing facilities (including damaged or missing furniture, appliances, and community resources) willfully or negligently caused by themselves or their guest(s). If damage in common areas (hallways, elevators, etc.) 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 hall or building will be charged collectively. Residents may also be referred to the UHS judicial system.

When residents occupy the same room/suite/apartment and responsibility for damages or loss in the room cannot be determined by UHS, the cost of damages or loss will be divided and assessed equally amongst the residents.

Any malicious damage to the buildings, grounds, or other facilities is prohibited.

To avoid unnecessary or inaccurate damage charges, residents must complete the Room Inventory process via the Housing Portal upon check-in. If the completed Room Inventory process is not signed and returned within 72 hours, Licensee understands that the room/suite/apartment (including common areas) will be considered in perfect condition and will be charged for any and all damages found at check-out. (Refer to section 10, "Check-in/Check-out".)

When moving out of their room, residents must properly checkout by scheduling an appointment with their RA. The condition of the room at checkout will be compared to the condition at check-in. Charges are assessed from this comparison and from any cleaning beyond normal use; however, UHS reserves the right to perform a final inspection and additional charges may be added. Residents who fail to check out with a staff member, or fail to checkout properly may be charged an improper checkout fee of \$50.00. Refer to the UHS website for additional information regarding damage charges and fees.

Residents are not allowed to dispose of large items, furniture, boxes, mattresses, electronic devices etc. in the trash rooms. Residents are responsible for disposing of these items on their own.

Damages to common areas (hallways, lounges, bathrooms, etc.) will be charged to all residents of a particular wing, floor, or living area unless it can be determined specifically who is responsible. The last day to appeal damage charges assessed during Fall 2026 move out (December 4, 2026 to December 16, 2026) is Thursday January 28, 2027. The last day to appeal damage charges assessed during Spring 2027 move out (May 8, 2027 to May 27, 2027) is Thursday June 24, 2027.

## Decorating and Renovating Room Structure, Furnishings, or Grounds

- a) Any personal items brought into the room/suite/apartment must be removed upon checkout. All decorations must be compliant with fire safety regulations.
- b) University furniture is to remain in the room/suite/apartment it is assigned at all times. University furniture provided in each bedroom must remain in the bedroom and cannot be moved to any area outside of the bedroom.
- c) Disassembling any University furniture including lofted or bunked beds is strictly prohibited. The bunk and lofted bed safety guidelines are found here, [Usage and Safety Guidelines for Bunk and Lofted Beds](#).
- d) University Housing Services cannot store University furniture to make room for personal items.
- e) Residents may not move their furniture out of their personal bedspace and into the common space or place common space furniture into their bedroom.
- f) Do not make holes in walls. To hang something on a painted surface, use a product that is approved to prevent damage. (Contact University Housing Services for product recommendations). Nails, tacks, non-approved adhesives, tape, and stickers are not to be affixed to University property. Painting and spray painting is not permitted in the Housing facilities or on Housing grounds except by authorized personnel.
- g) Altered beds must be returned to their original position prior to check-out. A maintenance request (TMA) must be submitted to bunk, loft or lower your bed. Please note that no changes will be made until two weeks following the room change process each semester. For assistance to change the bed height (not bunking or lofting) there is a \$40 charge for labor (unless it is required for medical reasons).
- h) Residents may not turn double or triple rooms into single rooms unless assigned as such. Residents may only use the furniture that is assigned to the individual. Other furniture needs to be ready for another student to move in and utilize.
- i) **It is strictly prohibited to place any furniture, including beds, in front of operable windows or exit doors. Blocking or impeding operable window or door egress, or any other actions relating to doors that makes entrance or exit difficult and actions relating to windows that result in a greater risk of a resident or guest falling through a window, is a violation of University Housing Policy and poses an extremely serious danger.**
- j) Any form of bed/furniture elevation that involves non-University Housing furniture, or attachments to University Housing furniture is considered a loft and not permitted.
- k) Tapestries, flags, and burlap burn rapidly. If hung from a wall, ceiling, or windows, they can feed a fire. They cannot cover a window or door. It is prohibited to hang such materials from the ceiling. These decorations may be affixed to the wall if they have been treated with a fire retardant and are so labeled.
- l) Due to state fire codes, all decorations must be confined to the interior of the unit door. At no time can anything be in the corridors. Nothing is permitted on the exterior/hallway door of the room/suite or apartment.
- m) Holiday decorations are permitted. Trees must be no taller than 3 feet, artificial and flame retardant. Lights should be used only when a resident is in the room or apartment. All lights/cords must be in good condition and be UL certified. Doors may be decorated within the unit as long as the decorations do not cause damage or a safety hazard..
- n) Grounds: The community grounds are maintained by the University. Residents shall not erect fences, cultivate plants, or make other changes to the grounds.
- o) Antenna and Related Equipment: Residents shall not erect any exterior antennas or other equipment for television or radio reception.
- p) Balconies and Exterior Entrances: All outside balconies, entryways, and terraces must be kept clear of all items. A balcony, entryway, or terrace may not be used for storing personal items, displaying plants or other decorative items, drying laundry, beating rugs, shaking dust mops, or hanging any article. No items, including trash and other material may be thrown from any balcony or terrace. No barbecues are permitted.
- q) Plumbing Fixtures and Other Water Apparatus: The bathtubs, basins, sinks, garbage disposals, and other plumbing fixtures and water apparatus shall not be used for any purpose other than that for which they were constructed. Among other things, these fixtures and apparatus may not be used for the disposal of rubbish, rags, sweepings, matches, hanging decorations and similar improper articles. Any damage or expense resulting from the misuse of the foregoing fixtures and apparatus must be borne by the resident causing the damage or on whose premises the damage was caused.

## Electrical Safety

Extension cords are not permitted. UL approved, grounded power strips with circuit breakers should be used for all electrical equipment including computer and computer-related hardware. A maximum of two power strips may be used per

room. No modifications to, or changes in, electrical wiring are permitted. No "splices," "octopuses" or modification devices of any kind may be used to add plugs in a room, suite or apartment. Residents are responsible for reporting any electrical concerns within their residential space immediately upon its discovery.

Any damage caused by personal appliances or misuse of the electrical system is the financial responsibility of the resident, including damage of any kind (fire, water, etc.) to the facility and/or other residents' personal belongings. Violations of these guidelines may result in immediate license revocation.

### Eviction and/or Suspension

As per the Terms and Conditions, section 17b, if a resident is either evicted or suspended, the Licensee shall owe the full fee period of the License Agreement (academic year or full spring semester for new spring residents), plus any charges for damages and cleaning and all nonrefundable fees as described in the Payment Information section.

### Fitness Room (SVP)

A Fitness Room is provided for residents of SVP. Residents use the Fitness Room at their own risk and must abide by all Fitness Room regulations guidelines at all times. Residents who damage the Fitness Room or any of the equipment inside the facility agree to be responsible for the cost of the damage to the equipment and/or facility.

In consideration for being allowed to use the Fitness Room, on behalf of myself and my next of kin, heirs, representative, and assigns, I hereby **release, waive, and discharge from all liability and promise not to sue** the State of California, the Trustees of The California State University, California State University, San José State University and their employees, officers, directors, volunteers and agents (collectively the 'University') from any and all liabilities or claims, **including claims of the University's negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, damages, property loss, or economic or emotional loss I may suffer because of my participation in and during the Activity, including travel to, from and during the Activity.

### Fire Safety

- a) Combustible Material Storage: The storage of combustible materials (gasoline, paint thinner, fireworks, wax, etc.) within the residential facility, including resident rooms/suites/apartments, is not permitted.
- b) Fire Alarm/Drill: All residents and guests must evacuate a residential facility immediately when the fire alarm sounds. Those who do not evacuate are in violation of University policy and State fire code and may result in a citation from UPD or the San Jose Fire Department and/or being referred to the UHS student conduct system.
- c) Fire Safety Equipment: Residents are responsible for familiarizing themselves with the evacuation instructions located on the inside of their room/suite/apartment door. If the instructions are missing or illegible, the Residential Life Coordinator should be contacted immediately to have a new one installed. The following misuses of fire safety equipment are considered violations of policy and will result in student conduct and/or legal action (\$1,000.00 fine and up to 6 months in prison), maintenance charges, and/or remuneration: pulling fire alarms or fire alarm covers when no fire exists, blocking or propping fire doors, blocking fire stairs, tampering including covering the smoke detectors, misuse or tampering with the EvacuTrac Chair, tampering with alarm horns, strobes, enunciator or bells, misuse or tampering with sprinkler system heads (including, but not limited to, covering or hanging items from sprinkler heads and pipes), tampering with fire exit signs, and tampering or improper use of fire extinguishers or fire hoses. Note that each residence hall room contains a smoke detector, and each apartment/suite contains a smoke detector and fire extinguisher for residents' safety. Contact the Residential Life Coordinator for additional information about fire safety or if any of your unit's fire safety equipment appears to be malfunctioning.
- d) Open Flame: No open flames are permitted in the residence community or within housing property outside of designated areas. This includes, but is not limited to lighters, candles, incense, smoking, and the burning of any materials or other flame-emitted articles.
- e) Portable Heaters: The utilization of portable heaters (unless supplied by UHS) in the residence community are not permitted.
- f) Halogen Lamps: Halogen lamps/lighting are not permitted.
- g) Doors: All unit doors are to be kept closed at all times due to the integrity of the rated corridors. At no time are the doors to be propped open or left ajar unless an approved open device has been installed by the University.

### Guests (SJSU & Non-SJSU)

Guests must comply with any guest check in and registration requirements. A guest is defined as **any person who is visiting a room, suite, apartment or building where they do not live**. This includes other SJSU students and residents of other campus residential halls/suites or apartments. Residents are considered the hosts of their guests and, as such, must accompany their guests at all times while in UHS facilities. The exterior doors of all the residential halls are locked 24 hours a day. Guests are only permitted to enter a building with the escort of the host. Entrance by any other means is not permitted. Uninvited guests are not welcome in the residence halls. Permitting uninvited guests into these areas is in violation of UHS policies. Uninvited and/or unescorted individuals found in UHS facilities will be escorted off UHS property and/or be cited by University Police for criminal trespass.

Residents agree to comply with the current guest registration process. This may include registering guests through the housing portal and informing the Community Desk Assistant (CDA) upon arrival to receive a guest pass. Residents are responsible for ensuring that guests carry their pass at all times, staying with their guests, and returning the guest pass upon their guest's departure. Failure to comply may result in disciplinary action.

All guests and residents may be asked to present acceptable photo identification and sign-in at the Courtesy Desk. All guests, regardless of their relationship to the resident (parents, siblings, etc.), must comply with this policy.

UHS places a maximum in the number of occupants that may be in a room or apartment at any one time. Residents may have up to three (3) guests at any time. Occupants exceeding this limit are considered a large gathering. A large gathering is defined as a gathering in a UHS facility at which there are more than six people in the I House, Classics or CV2 residence halls; no more than eight people in SVP; no more than fifteen people in the CVA or CVB apartments or the CVC Suites at any time. **This number includes residents of the room and their guests.** Large gatherings are absolutely prohibited when 24-hour quiet hours are in effect.

Any problems created by a guest are the responsibility of the sponsoring resident. Residents are expected to inform their guests of all University Housing and San José State University policies and will be held to the Student Code of Conduct and financially accountable for their guests' actions.

University Housing Services allows 24-hour visitation for guests but does not permit cohabitation. Residents may have overnight guests stay in their room for up to three nights within a seven-night period and for up to 15 nights total per semester. No overnight guests are permitted during finals. Residents in violation of this policy may be subject to cost recovery and other fines in addition to disciplinary action.

**All roommates/apartment mates must be consulted and agree to guest visitation. Although any guest can be denied permission to stay by a roommate/apartment mates, roommates should consider allowing reasonable accommodation to guests in promotion of a harmonious living environment.**

Residents who deny their roommates permission to have a guest should have specific reasons why the guest has been denied permission to visit. Guests may not sleep in building lounges or public areas. It is a violation to knowingly have a guest in the residential community who is not approved.

Based on prior behavior, UHS may designate any guest as a non-approved guest and restrict them from being present in all or part of the residential community. University Police will also be notified when individuals are declared non-approved guests.

UHS student facilities (excluding Faculty, Staff and Grad units of Campus Village A or Faculty in Residence apartments) are single-person housing units and do not provide family living or accommodations for children, partners or spouses. For the comfort of roommates, younger children should not stay overnight in UHS facilities. All specific guest regulations are to be determined and mutually agreed upon by the roommates within each room/suite/apartment. If consensus cannot be met independently, the Resident Advisor may create a written agreement with the roommates, which is binding and enforceable via our student conduct process.

Additional restrictions may apply during certain times of the year when heightened security is necessary to protect the UHS facilities and its residents, which can include citywide events or campus events that greatly affect the UHS facilities and surrounding area and events which create crowd control concerns. All residents are expected to comply with temporary policy additions during these times. Roommate/guests concerns should be taken to the Residential Advisor as they can assist with many conflicts.

### **Harassment and/or Assault**

UHS Residents must comply with SJSU's nondiscrimination and Office for Title IX and Equal Opportunity policies. SJSU does not discriminate on the basis of age, ancestry, citizenship status, color, disability, ethnicity, gender, gender expression, gender identity, marital status, medical condition, military/veteran status, national origin, race, religion or lack thereof, sex, sexual orientation or genetic information. Learn more at [Office for Title IX and Equal Opportunity - Policy & Procedures](#). As established by CSU Executive Orders 1096 and 1097, SJSU strictly prohibits discrimination, harassment and retaliation, sexual misconduct, dating and domestic violence and stalking. Violations of SJSU's nondiscrimination and/or Office for Title IX and Equal Opportunity policies may lead to termination of the Housing License Agreement and may result in criminal investigations.

### **Health and Safety Inspections**

An inspection of each living environment will regularly occur to ensure positive health and safety conditions. Residents are expected to give reasonable care and attention to their rooms and furnishings, maintaining sanitary conditions acceptable to the University.

Corrections of health and safety violations requested by UHS staff must be completed within 48 hours of the inspection and notification. Failure to comply will result in student conduct action and or charges to correct the violation.

Vacuums are available from each building/hall Courtesy Desk.

## Identification

Residents and guests must carry identification at all times while in the residence halls including the I House, SVP, CV2, Classics, CVC Suites, Apartments, The Dining Commons, SVP Dining or any UHS property. Residents are required to carry and provide appropriate SJSU photo identification upon request by a University staff member performing their duty. Failure to present ID; presenting fabricated, falsified, or misrepresentative ID; permitting others to use IDs for the purpose of improperly gaining access to residence halls, rooms, I House, SVP, CV2, Classics, CVC Suites, Apartments, The Dining Commons, SVP Dining, use of equipment, or any other service or facility is prohibited. Impersonating any University employee is prohibited. Individuals who do not comply may go through the Conduct process.

## Improper Check Out

Residents who fail to move out by the date and time specified, or who change rooms without prior written approval from UHS staff, will be charged \$100.00 per day liquidated damages in addition to regular room and board fees (and parking if applicable), an improper check out fee of \$50.00 and will be subject to disciplinary action

Residents who fail to check out with a staff member or fail to check out properly may be charged an improper checkout fee of \$50.00. Refer to the UHS website for additional information regarding damage charges and fees.

## License Violations

Residents who are believed to be in violation of one or more policies may be referred by Residential Life staff to the UHS Student Conduct Process, Office of Student Conduct & Ethical Development, University Police Department, or any combination of the three for appropriate action. The referral process for such action is outlined in the [Community Living Handbook](#), which is available online at the Housing website. The student conduct system ensures a resident's right to due process throughout the proceedings. Questions about student conduct referrals should be directed to UHS staff.

## Lock Outs

If a resident (CVA residents includes other authorized residents such as a roommate, child, spouse or partner) is locked out of their room, the resident will be assisted within a time frame that is reasonably possible, but must be prepared to wait for available staff. The Office Assistants and Facilities staff do not have access to individual room/suite/apartment keys.

The first lock out is complimentary; for the subsequent lock outs, the second will cost \$15.00, the third will cost \$30.00, and the fourth and subsequent lock outs within the academic year will cost \$60.00. Additionally, on the tenth lock out the incident will be documented and result in a Residential Life Conduct meeting. If the lockout is due to a lost room key, the resident will be charged \$75.00 for a replacement key.

## Occupancy/Authorized Capacity

**CVA:** The authorized capacity is based on unit type for units rented as one unit, not bedspace: Efficiency two (2) residents; one bedroom two (2) residents; two bedroom or lockout four (4) residents. Double bedspace: two (2) residents per bedroom. If the Licensee has licensed a bedspace only, authorized occupancy is one (1) only.

**CVB, CVC Suites, SVP, I House, Classics & CV2:** The authorized capacity is based on bedspace, the Licensee has licensed a bedspace only, and authorized occupancy is one (1) only.

## Odors

The effects of smoke, fumes, and odors must be confined to individual rooms, suites, or apartments. Residents must appropriately ventilate the apartment while cooking by opening windows and using appropriate ventilation equipment (does not apply to SVP). Residents are not to prop their apartment/room doors to air out their rooms, especially when cooking as smoke may activate the fire alarm in the corridor.

The use of incense, candles, cannabis or other strong odor-producing products is prohibited. The choice of scented air fresheners or cleaning products should be discussed among roommates to ensure no one is allergic or offended by the scent.

Reasonable personal hygiene is expected of all UHS residents. Unpleasant smells from body odor, dirty laundry, rotting food, soiled dishes or any other form of uncleanliness will not be tolerated.

## Parking at Campus Village and I House

A limited number of Campus Village parking permits are available for the Campus Village parking garage. Campus Village parking permits are valid in the Campus Village parking structure only, and are not valid in any other SJSU lot, structure or street. Campus Village parking permits are available to residents of UHS only. Permits are issued based on space availability. To apply for a Campus Village parking permit, applicants may request parking while completing the online

application and must enter all car information (make, model, year, color, license plate) to be placed on the parking wait list. Notification of status (approved or wait list placement) will be sent via the MySJSU messaging system or email.

Campus Village parking garage is managed and maintained by UHS and therefore all UHS protocols apply. Failure to comply may result in revocation of parking or housing privileges.

Any vehicle parked in the Campus Village parking garage without a valid permit will be subject to citation by UPD and may be towed at owner's expense. Parking permits are not transferable. Residents' access/Tower card will allow access into the assigned residential building and the Campus Village parking garage.

Vehicles must be parked inside the white lines of the designated stall. Park only in designated locations as allowed by the parking space, parking in red zones is not permitted. Vehicles parked in disabled spaces without a valid disabled permit may be towed and stored at the owner's expense. Vehicle ID (make, model, year, color, license plate) will be provided to the University Police Department, should any information change, changes must be submitted to the UHS office promptly to avoid a citation.

Parking permits should be affixed to the lower left-hand corner of the rear windshield. If the rear glass is tinted dark, the sticker may be placed in the front driver's side windshield. This permit is a "static" sticker and can easily be removed. If you are assigned motorcycle parking, while the permits cannot be displayed, you will still need to maintain possession of the parking permit assigned to you. Guard your permit against theft as there is a \$25.00 replacement fee for lost or stolen permits. Parking permits are non-transferable and may not be used by anyone other than the authorized resident.

The parking gates are equipped with an "Anti-Pass Back" feature, which enables a car to enter and exit in sequence only. If a resident comes in, they must exit. Access/Tower cards are not to be used for pedestrian or bicycle access through the parking garage gates. The entrance and exit gates will not function without an automobile on the sensors. This function is to prevent unauthorized automobiles in the parking garage. Residents who allow others access into and out of the Campus Village parking garage with their access/Tower card, or who use their access/Tower card without their automobile are in violation of the Anti-Pass Back policy and will be subject to fees and referral to the student conduct process for adjudication. The first violation of the Anti-Pass Back policy will result in a \$50.00 fee. The second violation will result in a \$100.00 fee and documentation resulting in judicial action. Residents who violate the Anti-Pass Back policy a third time will be fined \$150.00 and will have parking privileges revoked for the remainder of the academic year.

When entering or exiting the Campus Village parking lot, sensors measure the size of the vehicle and the vehicle must contain metal for the sensors to open the gate to the parking garage. Sensors will not work on a vehicle consisting primarily of non-metal materials. The vehicle's owner needs to obtain and place something similar to a "red light changer magnet" on the "non-metal" vehicle in order to enter and exit the Campus Village parking lot through the parking garage gate.

Motorcycles, mopeds, or other motor-powered vehicles are not to be stored in or around the residence halls/apartments, building entrances, patios, or courtyards. All such vehicles must be parked in designated areas and have an appropriate permit issued from University Housing Services to park in the Campus Village parking garage or in the I House parking lot.

If a resident has requested and been assigned a Campus Village parking permit and no longer requires a parking permit for the Campus Village parking garage, the UHS office must be notified via a written cancellation request. Residents who request to cancel parking will be charged a 30-day prorated parking amount (if there is no parking wait list). Residents who are assigned a Campus Village parking permit, yet fail to pick up their permit by the deadline to check in (refer to check-in/check-out section for date), will have their parking permit automatically cancelled and no refunds will be issued.

Residents who become delinquent will have parking access privileges revoked. No refunds will be issued for denial of access.

Residents of the CVC Suites, SVP, I House, Classics (Joe West and Washburn Hall) and CV2 are granted access to the Campus Village parking garage for the term of their license, no access is permitted during the Winter Break period and vehicles must be removed or Licensee will be charged for the winter break period.

A limited number of parking spaces are available at the I House. I House parking permits are valid in the I House parking lot only, and are not valid in any other SJSU lot, structure or street. I House parking permits are available to residents of UHS only. Permits are issued based on space availability. To apply for an I House parking permit, applicants may request parking while completing the online application and must enter all car information (make, model, year, color, license plate) to be placed on the parking wait list. Notification of status (approved or wait list placement) will be sent via the MySJSU messaging system or email.

Violation of any of the policies above will result in referral to the student conduct process and may lead to the revocation of parking privileges. Refer to the [Community Living Handbook](#) for further information regarding UHS rules and regulations and the student conduct process.

## Passive Involvement

Residents are responsible for choices they make and have a responsibility to take appropriate action, which includes, but not limited to, informing a UHS Residential Life staff member if they become aware of any policy violations. In the presence of a policy violation, residents may attempt to stop the violation, contact residential staff and/or immediately remove themselves from the situation and the vicinity of the violation. If a resident chooses to remain at the scene of a policy violation, they will be included on the Incident Report and may be held accountable for a policy violation. Failure to notify UHS staff of violations will result in referral to the student conduct process for adjudication.

## Pets

The health and safety of residents is important to the community. Due to concerns for health, safety, sanitation, noise, and humane treatment, the only pets permitted in Residential Life facilities are small fish (subject to the exceptions below). Fish must be retained in freshwater aquariums that may not exceed 10 gallons in size. Their environment must be properly cared for and maintained. Failure to follow the pet policy may result in your pet privileges being revoked and/or referral to the student conduct process for adjudication.

Animals are not permitted to visit or live in the residence halls or apartments, with the exception of animals approved by the Accessible Education Center (AEC) and University Housing Services. Residents must provide AEC with documentation from a physician as to the resident's need for an assistive or emotional support animal.

Residents requesting to have an assistive or emotional support animal living in on-campus housing may be permitted on a case-by-case basis. Before bringing an assistive or emotional support animal to live at UHS, the requesting Licensee must submit a request and appropriate supporting documentation to the Accessible Education Center (AEC). **Assistive or emotional support animals may not reside in University Housing without prior notification, registration, and approval.** Unapproved animals need to be removed from UHS facilities within 24 hours. Approved animals must remain within the resident's assigned bedroom, suite or apartment unless explicitly authorized otherwise. Approved animals are not permitted in residence hall common spaces or in other suites or apartments in which they do not reside.

Requests for an assistive or emotional support animal will be evaluated by the AEC. Housing must receive approval from the AEC prior to the resident being accommodated. Once approval has been received by University Housing Services, residents will be required to complete an Emotional Support Animal (ESA) Addendum.

## Posting Policy

According to [S12-6, Policy Recommendation, Advertising Campus Events: Flyers, Banners, Chalking](#), etc. members of the SJSU community (faculty, staff, and recognized student organizations) can advertise campus and broader community events and activities in University controlled spaces. This policy applies to postings in University controlled spaces, not individual, department, or College controlled spaces. Posting in residential halls and residential dining halls is not governed by this policy. Posting in these locations is regulated by University Housing Services. The complete Advertising Campus Events: Flyers, Banners, Chalking, etc. document may be found at the [Registered Student Organizations Handbook & Policies](#).

Residents are prohibited from displaying banners, flags or other window decorations visible from the outside of the building. This includes drawing, painting, or writing on windows. Nothing may impede or hinder occupants' access to exits, including obstructing the view of an exit sign or exit doorway or window. This policy does not apply to University Housing staff, hall government, NRHH or RHA postings. Only University Housing staff, hall government, NRHH or the RHA may post on the approved areas of UHS facilities. Any posting violations will be removed, and people found posting illegally may be sanctioned. More information can be found at [San José State University's Presidential Directive on Freedom of Expression and Time, Place, and Manner \(PD-2024-02\)](#)

## Prohibited Items

Residents are not permitted to have certain items in/on UHS controlled properties as they present a hazard to their community, community members or the facilities. This includes any item that directly or indirectly impacts safety/security and/or fire safety. Such items include, but are not limited to: combustible materials, liquid filled furniture, candles/incense, non-UL rated extension cords, halogen lights, portable heaters (unless supplied by UHS), lava lamps, electrical appliances with exposed heating elements, security cameras, personal door locks, major appliances and grills, outdoor antennas and/or television/radio reception equipment, weights/exercise equipment exceeding weight or size requirements (refer to weight/exercise equipment section), hookahs, vape pens and other smoking apparatuses, darts/dart boards, air soft guns and Nerf guns (or similar devices).

**UHS reserves the right to add similar and/or other demonstrably dangerous items as needed.**

## Quiet and Courtesy Hours

As a part of San José State University, UHS is an extension of the academic environment that exists on campus. To support this living and learning environment, the following quiet hours are enforced:

Sunday-Thursday 10:00 p.m. – 8:00 a.m.; Friday and Saturday 12:00 a.m. – 10:00 a.m.

Quiet hours are extended to 24 hours during final exams. During quiet hours, noise should not be heard between the CVA and CVB Apartments, CVC Suites, and in SVP, between bedrooms, or between the common areas and the bedrooms - to the extent that is humanly possible, given the community design of the facilities. Quiet hours apply to the entire complex, including the Campus Village Courtyard and grounds, SVP and the I House. During quiet hours, noise, conversations, or music from the grounds should not be heard by residents or disturb residents in their bedrooms or apartment. Within an apartment, or on a floor, residents may agree to extend quiet hours. Floors that choose to designate extended quiet hours must post these hours clearly in the lobby of that floor.

Courtesy Hours are in effect 24 hours a day, seven days a week. During these times, residents may play their music and talk in the hallways. However, any resident may request that another resident or group of residents cease any activity, which is interfering with their ability to study, rest, or enjoy the community. At these times, academic and health considerations are the priority.

Audible amplification (electrical or otherwise) of any musical instrument is not permitted within the residential facilities. Headphones are recommended when using equipment that may be disruptive to others. With the exception of UHS-sponsored or approved events, noise, or music, activities on UHS grounds should not be so loud as to disrupt other residents. Music should not be played at a level where it disturbs other residents. Stereo equipment and speakers are expected to be of a size and power that are appropriate for high-density community living. University Housing staff may request that stereos or other devices that pose a repeated disruption be removed from UHS facilities.

Residents are expected to communicate with their neighbors and confront unacceptable noise behavior prior to contacting a Residential Life staff member to address the violation. When a reasonable request is made in one of these situations, a resident must comply or face possible judicial action. If personal attempts do not resolve a noise issue, please consult with a Resident Advisor.

## Relations

Any resident who poses a safety concern may be asked to leave the apartments or residence halls; denied access to the apartments or residence halls until Counseling and Psychological Services has assessed, and/or required to commit to a behavior contract as prescribed by a UHS staff member. UHS reserves the right to remove any individual exhibiting behavior deemed by the University as a threat to the community.

## Roofs

Residents are not permitted on the roofs of any residential facility. Retrieval of articles from any roof must be done by authorized UHS staff.

## Room and Roommate Changes

The UHS staff reserves the right to make assignments and changes as necessary. In order to establish who has checked in, cancelled, or delayed their check-in date and to ensure all residents have moved into their proper spaces, no apartment/room changes will occur during the first few weeks of the semester. Failure to go through the correct Apartment/Room Change or Swap process will result in each resident who has changed apartments or rooms moving back to their original apartment or room and a fine of \$100.00 per day for moving without approval and disciplinary action.

There is a Room Change/Swap process that occurs in September and February. Residents going through this process successfully will not be charged a \$50.00 processing fee. Participating in this process does not guarantee approval, and only residents who are approved may move. Details on this process will be posted at the beginning of the semester. Residents may not change apartments/rooms unless they are notified that their request was approved, and will need to move by the assigned date.

Room changes may result in additional charges. Licensee will be responsible for all costs associated with community or occupancy type changes as a result of a room change. Charges will be assessed immediately following room change and will be due on the next scheduled payment date, or approximately two weeks later if the last payment due date has passed.

Once residents have explored all of the options in resolving the conflicts they may discuss a room change with their Residential Life Coordinator. If allowed to switch rooms, a \$50.00 processing fee per resident moving will be charged (if change occurs outside of the designated Room Change/Swap process).

The \$50.00 fee will be assessed for any room change outside of the designated Room Change process, whether the move is requested by the resident or administratively necessary due to conflicts, student conduct issues or administrative necessity.

Please refer to UHS Conduct and Policies "Community Living" for more information.

## Security/Door Propping

Residents receive keys and an access/Tower card that opens their bedroom doors and the entrance doors (except for CV2 and SVP where Tower and/or access cards only are issued). Residents are encouraged to lock their bedroom/unit doors at all times and to not hold the entrance/exit gates open for unknown persons.

A resident MUST NOT prop any door at any time due to fire, theft, and other safety concerns. Propped doors allow uninvited people to enter UHS facilities and breach the safety of each resident's person and property. Doors are also fire rated for 1 hour and keeping them closed is essential in preventing the spread of fires. For some of the entrance doors, an alarm will sound if the door is held open for more than 30 seconds and others are emergency exits only with alarms that sound immediately. Please be aware of this and keep doors closed so as to not disturb other residents in the community. Doors found propped should be un-propped, reported to the RA on duty or the Courtesy Desk immediately who will report the incident to Student Conduct..

## Smoking/Vaping

San José State University is committed to promoting a healthy learning and working environment. Consistent with this commitment and in accordance with [Presidential Directive 2014-01](#), smoking and tobacco is prohibited in all indoor and outdoor areas on campus, including all residential facilities, vehicles and parking lots. The sale of tobacco products is prohibited, as is tobacco related advertising and sponsorship.

"Smoking" is defined as inhaling, exhaling, burning or carrying a lighted cigarette, cigar, pipe, hookah, cannabis, vape pen or electronic cigarette (e-cigarette). "Tobacco product" is any item containing tobacco leaf 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 for the use in treating nicotine or tobacco dependence.

Dismantling smoke detectors will result in student conduct action, UPD citation, and/or restitution for all repairs.

Residents who do smoke within UHS housing facilities are in violation of the License Agreement and are subject to criminal prosecution and University disciplinary proceedings which may be grounds for immediate disciplinary action and/or termination of the Housing License Agreement and revocation of the license granted hereunder. **Residents will still be responsible for the full amount owed in their Housing License Agreement for the academic year (or entire spring semester if new spring resident).**

## Solicitation/Sales/Advertising/Deliveries

As part of the greater San José State University campus community, UHS encourages individuals or organizations wishing to sell, solicit, or advertise products or services to do so through the avenues provided by Student Union, Inc., stipulated in [Presidential Directive 01-01 Time, Place, and Manner](#) and any subsequent policy adopted by the University. As SJSU students, all UHS residents may take advantage of marketing opportunities while on campus. However, solicitation, sales, and advertising either verbal or printed are not permitted in UHS facilities, except by authorized vendors and University Housing staff, and as permitted by the UHS posting policy. This includes, but is not limited to, the residential areas, the courtyard quad, and University Housing grounds. Authorized vendors must have written permission in hand from the Executive Director of University Housing or their designee. No door-to-door solicitation is permitted, although UHS programs sponsored by University Housing staff, RHA, NRHH or hall governments or approved residential organizations may be promoted door-to-door.

Residents are not permitted to operate a private business on any area of University Housing property or use the campus mailing address, internet connection, or telephone for that purpose.

## Sports and Recreational Equipment

Bicycles may not be parked on the sidewalks, at the entrance to any buildings, around any exterior seating, nor should they be locked to stairwells, trees or handrails. Any bicycles found in these locations will have their lock cut and their bicycle impounded by UPD. Bicycles, skateboards, scooters or rollerblades may not be placed in bathrooms, study rooms or other public/common areas inside of buildings.

SJSU is a designated dismount zone for electric and motorized scooters, electric skateboards and electric bicycles. Bikes, skateboards, scooters or rollerblades may not be ridden in the buildings. Any damage caused by these items will result in the resident being charged for the repairs and could result in the resident going through the conduct process. Riding a bicycle, hoverboard, scooter, skateboarding, rollerblading, playing ball or Frisbee, or playing any other sports is prohibited inside University Housing facilities. Recreation/sports equipment may be carried through a residence building to a bedroom/suite/apartment. Frisbee, catch, and other such low-impact/low-risk games are permitted in outside areas as designated by University Housing Services staff. Balls, sports equipment and any other item may not be used inside the residence halls. No object may be thrown or dropped from a window or opening.

No person shall operate a hoverboard, scooter, skateboard, bicycle, roller skates, or roller blades in University Housing parking lots, parking structures, on the quad, or on other property of the complex. More information can be referenced at

[SJSU Presidential Directive 2007-06](#). Charging scooters and hoverboards in public areas is prohibited. Damage caused by scooters and hoverboards are the responsibility of the resident.

Skateboard storage is available at the International House.

Hoverboards are not permitted to be stored or operated in UHS buildings. Electric and Gas powered vehicles are not permitted to be stored or charged in resident's rooms. Residents with disabilities who require scooters must submit a written authorization from the Accessible Education Center.

Drones or any other unmanned aircraft are not permitted to be stored or operated in the UHS buildings.

Riding a bicycle, hoverboard, scooter, skateboarding, rollerblading, playing ball or Frisbee, or playing any other sports is prohibited inside University Housing facilities. Recreation/sports equipment may be carried through a residence building to a bedroom/suite/apartment. Frisbee, catch, and other such low-impact/low-risk games are permitted in outside areas as designated by University Housing Services staff.

No person shall operate a hoverboard, scooter, skateboard, bicycle, roller skates, or roller blades in University Housing parking lots, parking structures, on the quad, or on other property of the complex. More information can be referenced at [SJSU Presidential Directive 2007-06](#). Charging scooters and hoverboards in public areas is prohibited. Damage caused by scooters and hoverboards are the responsibility of the resident.

Damage caused by scooters and hoverboards are the responsibility of the resident.

Weightlifting equipment is permitted in the apartments, suites, or rooms only if the total weight of any freestanding item does not exceed 25 lbs. Weight or exercise equipment may not be attached to the ceilings, doors, walls, and/or any structure within UHS facilities.

## Storage

Storage is limited to the closets located in resident rooms. The storage of any materials (boxes, furniture, etc.) in common areas of the residential facilities is not permitted. UHS does not provide storage facilities for campus residents. Residents may not store items in rooms that are not assigned to them.

## Surveillance Cameras

Unmonitored surveillance cameras may be located in the stairwells and other common areas (e.g., lobby, lounge, laundry room, hallways, dining facilities, etc.) for the protection of residents. Exterior cameras may monitor outside areas near the residence halls. By signing this License Agreement, you consent to being recorded while in any of the areas identified above.

## Theft

Theft of, or non-accidental damage to campus property, or property in the possession of, or owned by, a member of the campus community, is prohibited. This includes borrowing without specific prior approval and includes the relocation of lounge or common area furniture.

## Trash Removal

Residents are responsible for disposing of their individual room/suite/apartment trash to the UHS-designated areas and may not let trash pile up in their room/suite/apartment. Residents may not place individual room trash in restrooms or common area trash cans. Residents are not allowed to dispose of large items, furniture, boxes, mattresses, electronic devices etc. in the trash rooms. Residents are responsible for disposing of these items on their own. Additionally, residents may not remove common area/trash room trash cans from their original locations. Removal of common area trash cans may result in a replacement fee.

## Unauthorized Entry

Residents are not allowed in any other bedroom, suite, or apartment unless invited by the official occupant of that specific bedroom, suite, or apartment (and an invitation can be withdrawn at any time). Residents are not permitted in attics or mechanical rooms, on the roofs, or ledges of any property of University Housing Services.

## University Policies (Student Responsibilities & Rights)

Residents are required to abide by all university policies as outlined in the SJSU Catalog (available at the Spartan Bookstore or on the [SJSU Catalog website](#)). Refer to the catalog for specific policy numbers.

## Vandalism

Destruction or damage of property of the residence halls or apartments by a resident or guest is a violation of policy and will result in student conduct action and/or criminal prosecution. If damage in common areas (hallways, elevators, etc)

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 hall or building will be charged collectively.

## Weapons/Dangerous Items

Possession of weapons and explosives, including, but not limited to pocket knives which use a spring like device to open, fireworks, firearms, live ammunition, BB guns, paintball guns, air pellet guns, tasers, nunchucks, decorative swords (of any length), toxic substances (example: pepper spray, smoke bombs), highly flammable substances, and any knife having a blade longer than five inches is prohibited from use or storage in the residence halls. Possession of these items may result in revocation of the Housing License Agreement. In these instances, all housing fees are NON REFUNDABLE.

California Penal Code § 626.9, known as the “Gun-Free School Zone Act,” imposes criminal penalties on individuals who bring firearms (whether or not loaded) on school grounds, including higher education institutions. Section 626.9(i) provides that:

“any person who brings or possesses a firearm upon the grounds of a campus of, or buildings owned or operated for student housing, teaching, research, or administration by, a public or private university or college, that are contiguous or are clearly marked university property, unless it is with the written permission of the university or college president...shall be punished by imprisonment...for one, two, or three years.” (Cal. Penal Code § 626.9(i).)

Effective January 1, 2016, Governor Brown signed SB 707, which amended section 626.9 which revokes the ability for any person holding a license to carry a concealed firearm from being able to possess a firearm on the campus of a university or college. [Complete details regarding California Penal Code § 626.9 can be accessed online.](#)

## Weight/Exercise Equipment

Weightlifting equipment is permitted in the apartments, suites, or rooms only if the total weight of any freestanding item does not exceed 25 lbs. Weight or exercise equipment may not be attached to the ceilings, doors, walls, and/or any structure within UHS facilities.

## Windows/Balconies/Screens/Patios

Residents are not allowed to sit on the window ledge or balcony ledge of any residence facility window. Storage of any materials on window ledges/balconies is not permitted. Residents shall not alter the structure of these areas. Objects thrown or that fall from windows of buildings can cause severe damage; therefore, **nothing** may ever be thrown or hung/suspended from a window or set on a window ledge. Residents who permit any item (liquid or solid) to fall, drop, or be thrown from any residence facility window will be in violation of UHS policy. Ejecting items of any kind from a residential facility window **may result in revocation of the License Agreement**. Laser lights and pointers may not be pointed out windows.

Screens are not to be opened or removed. Residents will be charged if screens are removed or missing. Window screens and limiters are not to be removed or tampered with. Window screens must be left intact. Residents will be charged if limiters are removed or missing. Except in the event of a life saving emergency, no one may enter or exit a building through a building window. It is prohibited to place furniture, including beds, in front of operable windows or doors. Blocking operable window or door egress is a violation of University Housing Policy.

Residents are prohibited from displaying banners, flags or other window decorations visible from the outside of the building. This includes drawing, painting, or writing on windows. Nothing may impede or hinder occupants' access to exits, including obstructing the view of an exit sign or exit doorway or window.

## UHS Student Conduct Process

The University Housing Services Student Conduct Process endeavors to maintain University Housing Services standards by helping residents to understand their responsibility for maintaining their residential community. The University Housing Services student conduct process collaborates with the University Student Conduct process facilitated by the Office of Student Conduct and Ethical Development. The purpose of the Office of Student Conduct and Ethical Development is to administer the Student Conduct Code in a manner that is consistent with the University's core values of fairness, honesty, and integrity.

**If residents are alleged to have violated a term of this License Agreement that is also a violation of the Student Conduct Code, their case will be adjudicated by the Office of Student Conduct and Ethical Development and University Housing Services. [Residents may reference the Student Conduct Code and Student Conduct process online.](#)** Failure to complete sanctions may result in further student conduct actions including, but not limited to, university record holds, additional sanctions, and revocation of the Housing License Agreement.

# Payment Schedule

## Academic Year

### The CVA and CVB Apartments

The CVA and CVB Apartment resident is responsible for payment of fees for the period of August 15, 2026 through and including May 27, 2027. The spring semester only resident is responsible for payment of fees from the period of January 1, 2027 through and including May 27, 2027.

### The CVC Suites, SVP, I House, Classics and CV2

The CVC Suites, SVP, I House, Classics and CV2 resident is responsible for payment of fees for the period of August 15, 2026 through and including May 26, 2027 (excluding the Winter Break period). The spring semester only resident is responsible for payment of fees from the period of January 25, 2027 through and including May 26, 2027.

### Summer Fees

Summer license dates are subject to change according to the SJSU summer session class dates offered. The SJSU summer session schedule is typically released in late spring. Most current spring residents will be required to transition between buildings. Residents in the CVC Suites, SVP, I House, Classics, and CV2 will be required to transition to a temporary space prior to moving into their summer space. All transition dates (temporary space, spring to summer and summer to fall moves) are announced after the SJSU summer session schedule has been published and do not occur on the license start and end dates. The summer residents are responsible for payment of fees for the period(s) detailed below, according to the session(s) they select on the Housing application portal.

Current spring CVC Suites, SVP, I House, Classics, or CV2 residents who are also contracted 2027/2028 returning residents begin at 12:00 p.m. (noon) Wednesday, May 26, 2027 and end at 9 a.m. Saturday, August 14, 2027.

Current spring CVC Suites, SVP, I House, Classics, or CV2 residents who are non-contracted 2027/2028 returning residents begin at 12:00 p.m. (noon) Friday, May 26, 2027 and end at 10:00 p.m. Saturday, August 7, 2027.

Current spring CVA or CVB residents who are also contracted 2027/2028 returning residents begin at 12:00 p.m. (noon) Thursday, May 27, 2027 and end at 9 a.m. Saturday, August 14, 2027.

Current spring CVA or CVB residents who are non-contracted 2027/2028 returning residents begin at 12:00 p.m. (noon) Thursday, May 27, 2027 and end at 10:00 p.m. Saturday, August 7, 2027.

Summer License Agreements for NEW summer only residents contracted for the summer begin at 5:00 p.m. Sunday May 30, 2027 and end at 10:00 p.m. Saturday August 7, 2027.

### Intersession Fees (Winter Break)

There is an additional fee for housing during Winter Break; December 16, 2026 through January 24, 2027. Residents of the CVC Suites, SVP, I House, Classics or CV2 wishing to reside in Intersession Housing during Winter Break must make arrangements through the UHS Housing main office. The Licensee must submit a Winter Break Period Addendum and payment by December 4, 2026. Residents may be accommodated based on space availability.

This option is available only to residents not living in the CVA or CVB Apartments and may require a temporary move. Residents may be accommodated during Winter Break based on space availability and should contact the UHS Housing main office for additional information.

## Payment Information

### Payment Schedules

Residents will be billed each semester. Fall semester payment due date corresponds with the first fall Housing Installment Payment Plan due date as set by SJSU Bursar's Office (July 15, 2026) and the spring semester payment due date corresponds with the first spring Housing Installment Payment Plan due date (January 15, 2027). All due dates are indicated on the payment schedules on the UHS Housing website or the Housing IPP schedule on the Housing website.

Residents may elect to enroll in the Housing Installment Payment Plan (IPP) to pay their fees in installments by logging into their MySJSU account and following the provided instructions. Please note that residents who elect to enroll in the Housing Installment Payment Plan (IPP) to pay their fees in installments will be charged an additional non-refundable fee of \$35.00 for this plan each semester.

Residents who do not elect to enroll in the Housing Installment Payment Plan must make their semester payment in full by the first due date of each semester. The semester payment schedule is listed in detail [online](#).

Payments are due per the [payment schedules](#). Payments may be submitted to UHS as follows:

- Office hours, Monday – Friday, 8:00 a.m. - 5:00 p.m. Cashier window opens at 9:00 a.m. and closes at 4:30 p.m., however, a drop box is available during office hours.

• Mailed to: University Housing Services  
Attn: Cashier  
One Washington Square  
San José, CA 95192-0133

It is the responsibility of the resident to make payments by the scheduled due dates. Residents may not receive an advance reminder notice of payment due. Failure to make payment by the specified dates will result in a hold on all SJSU records and services. All payments must be received in the UHS Housing main office by the specified due date or a \$75 late fee will be assessed to the Licensee's account. Notices and late notices cannot be sent off campus; they are sent to the resident's on campus mailbox, email or sent via MySJSU message.

**Postmarks are not accepted.** UHS suggests payments be mailed two weeks prior to the due date.

### **Housing Installment Fee**

If a resident elects to enroll in the Housing Installment Payment Plan, or is granted a payment arrangement that deviates from the Housing Installment Payment Plan, or the regular established semester payments, a non-refundable \$35.00 housing installment fee will be applied to the resident account. Housing Installment fees are not refundable. This may be in addition to previous or future late fees.

### **Late Fees**

Payments must be received in the UHS Housing main office, or be posted online to the resident's SJSU account, by the specified due date or a \$75.00 late fee will be assessed. Late fees will continue to be assessed for each month the account is delinquent.

### **Resident Activity Fee**

A \$40 Resident Activity fee (\$20.00 for spring semester only residents) is included with the housing fees. The Resident Activity fee entitles residents access to recreation equipment, social events, and other benefits. The activity fee sponsors building activities, RHA activities and programs. Resident Activity fees are not refundable after the beginning of the occupancy period. To opt out of this fee you must write a letter to the Senior Director of University Housing Services requesting so.

### **Prorated Fees**

If Licensee contracts after the first day of the fee period, a prorated room (and board and/or parking if applicable) will be computed and charged, along with the \$40.00 Resident Activity fee (\$20.00 for spring semester only residents).

## **Housing Payments**

**Online:** We encourage you to make all payments online via credit card or e-check. The initial housing payment may be made while applying for on-campus housing in the housing application portal. Subsequent payments may be made online by logging into your MySJSU account.

**Check/Money Order/Cashier Checks:** Print resident's name and SJSU Identification Number on the face of the check, money order or cashier check. The cancelled check is the payment receipt or the resident may also come to the UHS Housing main office to request a receipt. Due to excessive service charges, UHS cannot accept international drafts. Payments must be made by a payment instrument drawn on a U.S. bank.

**Cash: Do not mail cash.** Cash payments are not accepted at the Housing Office. Cash payments must be made at the Bursar's Office.

## **Summer Housing**

Current spring and new summer residents are encouraged to submit an online summer application and pay all applicable fees by April 26, 2027 to assure space; however, online applications and payments will be accepted until spaces are full.

Summer housing will start in late May or early June. **Dates will be published on the UHS website once they are released by the University. Dates are subject to change pending the SJSU summer class schedule being finalized.**

Summer residents who are also current spring or fall residents will be required to transition between academic year beds/apartment/room assignment to summer assignment, and then again from summer assignment to fall assignment. Residents will be notified of actual dates and times closer to the beginning of the summer term.

### **Living Arrangements**

To apply for summer housing, residents must contract and pay for their entire stay during the summer session. Residents who have past due housing balances, may not be allowed to apply for summer housing. Exact dates of availability vary based on resident status in spring and fall.

Summer residents may be required to relocate to another apartment or room during their summer stay to allow staff to complete work to ensure buildings and rooms are prepared and ready for the upcoming fall semester opening. Transition dates will be communicated to residents by the summer housing staff.

#### Residence Halls, CVA or CVB Apartments

- ◆ The Summer Housing Program may be in any one of CVA or CVB Apartments, CV2, CVC Suites (CVC), SVP, I House, Joe West or Washburn residence halls. A limited number of Summer Conference staff will be available to assist you. Educational activities and programming are not offered during the summer. The majority of available services are offered through the Summer Housing Program Courtesy Desk. Services include recreation equipment check out, campus and community information.
  
- ◆ Most Residence Halls available to residents are double occupancy rooms which are rooms designed and furnished for two residents. CVA Apartments are single or double bed space with limited units available. CVB Apartments are available for double or single occupancy.
  
- ◆ Residents who are contracted for spring or fall housing are permitted to transition from one space to the other (called spring/fall transition in the payment plan). Residents will receive more information after submitting the required summer online application and all applicable fees. In some cases, residents may need to move to a temporary location until the summer/fall room assignment is ready. Details will be provided to residents prior to closing in May and/or July as applicable. Transition dates and times will also be published on the UHS Housing website.