

1. **Accommodations:** I-House is committed to meeting the needs of residents to the best of its ability. As needed, I-House will conduct an assessment to determine if the needs of the prospective or current resident can be met. I-House will provide reasonable accommodation when possible unless such accommodation would cause an undue hardship.
  2. **Accountability:** Each resident is viewed as a responsible individual who will be held accountable for their own actions, and the actions of their guests. Residents under the age of 18 are required to have a parent or guardian complete additional documentation (or co-sign) acknowledging financial responsibility for any and all charges accrued throughout the term of the agreement.
  3. **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, e-mail accounts, land lines, and TTY/TDD devices on which to be alerted about emergencies.
  4. **Alcohol Policy:** California state law prohibits alcoholic beverage from being sold, furnished or given to any person under the age of 21.
    - a. No possession, transportation (in plain view) or consumption of open containers of alcoholic beverages is permitted in building common area, or public areas by any persons, regardless of age.
    - b. Kegs or other "common source" containers such as party balls or beverage coolers used as mixing units are not permitted in I-House resident rooms.
    - c. Alcoholic beverages are not permitted in common areas of the I-House, except in special circumstances as approved by the Director or designated professional staff member.
- Any alcohol found that violates the I-House policy, regardless of the age of the owner, must be disposed of under the supervision of an I-House staff member and subject to disciplinary action and/or revocation of the License Agreement.
5. **Additional Conditions:** This Agreement is subject to the regulations contained in Title V of the California Administrative Code (California Code of Regulations), § 42000-42103. A copy of those regulations are available at <https://govt.westlaw.com/calregs/search/index>. Residents agree to comply with the Student Code of Conduct, I-House policies and Regulations within this Agreement, and any subsequent amendments.
  6. **Appliances:** I-House has limits on the use of appliances. Overloading the circuits can result in tripped circuit breakers and present a fire hazard. The following are prohibited, but not limited to: hot plates, microwaves, electric kettles, and similar appliances in student rooms; cooking in student rooms.
  7. **Bathroom:** Restrooms are designated either male or female and to be used only by that gender recognizing transgender residents will use the bathroom that aligns with their closest gender identify. It is expected each resident assists in maintaining sanitary bathroom conditions. Residents may not enter bathrooms when they are closed for cleaning and/or repairs.
  8. **Bicycles/Skateboards/Scooters/Rollerblades:** Residents shall store their methods of transportation as mentioned in designated areas so as to not pose a hazard to the residents of I-House or the I-House premises. These methods of transportation may not be used inside the facility.
  9. **Candles:** No open flames are permitted in I-House living areas. This includes but is not limited to incense or other open flames, matches, lighters, other flame-emitted articles. Residents must obtain written approval for exceptions if this policy is incongruent with religious, cultural or other spiritual belief or celebrations.

10. **Check-In/Check-Out:** All residents of the I-House are required to check-in between the hours of 8am and 11pm Monday through Friday or between 10am and 11pm Saturday and/or Sunday, unless alternative arrangements have been made in advance with professional staff of I-House. Resident must inform I-House of any changes to their planned arrival date.

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

11. **Civil/Criminal Law:** Residents are required to abide by all Federal, State, County and local laws and ordinances. Violations is basis for revocation of Agreement.

12. **Communicable diseases:** Any resident of the I-House diagnosed with a communicable disease by their care provider or Student Health Center will be sent home during the infectious period OR will be isolated/quarantined in an assigned room at I-House OR in another location as directed by the I-House Director in consultation with the Student Health Center, County Health, and/or the resident's health care provider (as permitted by the resident). Attempts will be made to identify dedicated restroom facilities during this time. Non-campus housing and travel arrangements will be made at the student's expense. Student Health Center and/or the resident's health care provider will clear the resident to return to I-House, dining services and classes. If a resident violates their quarantine/isolation, the resident could be subject to license revocation.

Any resident suspected of having a communicable disease could 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, hepatitis, measles, tuberculosis, H1N1, and scabies etc.

In an instance of an outbreak, pandemic or epidemic, I-House will follow University and Local emergency protocols.

13. **Consolidation:** Residents shall consolidate when administratively directed and are expected to provide a welcoming environment for new roommates.

14. **Cooking:** Cooking is allowed ONLY in designated common area kitchens. Cooking is not permitted inside resident bedrooms. Microwaves, hot plates, or similar appliances are prohibited in resident's bedrooms at the I-House.

15. **Decorations:** All decorations must be in compliance with fire safety regulations. Residents are required to only use products that prevent damage of any kind. Licensee attaching any object to the premises by nails or screws or altering the premises in any manner whatsoever without the prior consent of licensor is prohibited.

16. **Discipline:** Infraction of any policy (rule) whether stated in this license or announced at a future date by the Director, may result in disciplinary action up to and including eviction from the I-House and referral to the appropriate campus unit.

17. **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 may 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 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.

18. **Doors/Door Locks:** Tampering with, disabling or modifying the operation of I-House locks are prohibited. Residents will be responsible for any costs attributed to repairs, and may be held responsible for any safety violations occurring as a result of such modifications.

19. **Drugs:** The possession, use, distribution, sale or manufacture of any illegal drugs or other substances is prohibited by law and by I-House. This includes but is not limited to marijuana, which remains illegal for all purposes and uses under federal law (and I-House, SJSU, CSU Research Foundation Policies). I-House has a zero tolerance policy for any resident found in possession, use, distribution, sale or manufacture of any illegal drugs or other substances and may be result in revocation of the Agreement. All housing fees will be NON-REFUNDABLE.

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

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

21. **Fire Drill:** Fire Drills at the I-House are mandatory.

22. **Firearms/Weapons:** Possession of firearms or weapons of any form are banned at the I-House, and SJSU premises.

23. **General Behavior:** I-House residents are expected to be considerate, honest, sensitive to others, and maintain a level of professionalism with themselves and the residents and guests of the I-House.

24. **Guests:** Residents may have visitors or guests at the I-House only as permitted by current I-House guest policy. Visitors, including overnight guests, are bound by the same rules and regulations as the licensee. Licensee is responsible for any damage incurred by his/her guests or visitors. Note: Residents who invite guests must sign their guests in and out with staff upon arrival and departure.

25. **Harassment and/or Assault:** I-House residents must comply with SJSU's nondiscrimination and Title IX 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 [http://www.sjsu.edu/hr/equal\\_opportunity/](http://www.sjsu.edu/hr/equal_opportunity/). As established by CSU Executive Orders 1096 and 1097, SJSU strictly prohibits discrimination, harassment and retaliation, sexual misconduct, dating and domestic violence and stalking. Learn more at <http://notalone.sjsu.edu>. Violations of SJSU's nondiscrimination and/or Title IX policies may lead to termination of the Housing License Agreement and may result in criminal investigations.

26. **Health Insurance:** All residents of the I-House are required to show proof of health insurance coverage for their period of stay at I-House.

27. **Insurance, Automobile:** Residents of I-House agree to accept financial responsibility for any loss or damage to personal property or personal vehicle and vehicle of their guests and their invitees which may be parked at I-House caused by theft, fire vandalism, or any other cause. It is recommended that residents obtain and maintain through the term of this Agreement a policy of automobile insurance. I-House assumes no responsibility for damages to vehicles.

28. **Insurance, Renters:** I-House does not provide insurance to cover the personal or property damage of residents. I-House highly recommends that residents, at their expense obtain insurance such as a renter's policy and document through photographic evidence personal belongings before and after a natural disaster to validate any claims of damages made.

29. **Keys:** Each resident is issued keys to the I-House when the resident checks into I-House. Each resident is responsible for his/her own keys and under no circumstances are they to be duplicated or loaned to another individual. There is a non-refundable charge of \$25.00 per key for any keys lost or stolen. It is a misdemeanor for any person to duplicate or have in his/her possession without proper authorization any keys to a building controlled by the I-House.

30. **Maintenance of Premises:** I-House shall provide resident with furnishings in the conditions noted on the room check-in card, which is to be signed by the resident and the Resident Advisor upon move-in to a new bedroom. Residents are expected to give reasonable care to their living environment and its furnishings and agrees to pay for any damages to the I-House due to neglect or intent. Resident shall vacate the living unit in good order and repair, or resident shall pay I-House the reasonable costs incurred in returning the living unit to a condition of good order and repair. This includes but is not limited to damages to the building, missing furniture and/or equipment.

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

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

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

31. **Megan's Law:** Pursuant to Section 209.46 of the Penal Code, information about specified registered sex offenders is made available to the public via Internet web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov).

32. **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 International House 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 and that only authorized campus officials and law enforcement officers will have access to this information.

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

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

34. **Oral Representation Policy:** To avoid any misunderstanding, we advise residents that I-House does not enter into any oral agreements or rely on any oral representation concerning the Agreement. All agreements are expressed in writing and supersede any understanding which may have been understood verbally.

35. **Pets:** The health and safety of residents is important to the community. Due to concerns for health, safety, sanitation, noise, and humane treatment, pets of any type are not permitted to live in the I-House. Given the shared community living environment of the International House facility, the Director will determine if appropriate living accommodations can be provided for the prospective resident and service animal.

36. **Photographs/Videos:** By acknowledging this Agreement, residents of the I-House grant permission to CSU, SJSU Research Foundation and the I-House, its employees and agents, to take visual/audio images of the resident. Visual/Audit images are any type of recording including but not limited to photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompany written descriptions. CSU, SJSU Research Foundation and the I-House will not materially alter the original images. Residents of the I-House acknowledge that CSU, SJSU Research Foundation and the I-House owns the images and all rights related to them. The images may be used in any manner or media without notifying the resident, such as University sponsored websites which includes the I-House, publications, promotions, broadcasts, advertisements, post masters and theater slides, as well as for non-related uses. Residents waive any right to inspect or approve the finished images or any printed or electronic matter that may be used with them, or to be compensated for them. Residents release CSU, SJSU Research Foundation and the I-House from any claims, damages or liability which resident may ever have in connection with the taking of use of the images or printed material used with the images. Residents under 18 residing at the I-House require completion of *Video/Audit Image Release Form*. More information can be found at: <http://www.sjsu.edu/communications/identity/powersource/photo/>.

37. **Photography:** Persons in bedrooms, bathrooms, and dressing areas are off limits to filming, recording, and photography without the express consent of all individuals being filmed, recorded, or photographed.

38. **Posting Policy:** The Director of I-House or designee must approve any postings found within I-House facilities.

39. **Privacy Act:** A federal law that governs our collection and use of records which includes a grouping of information about an individual such as personal identifiers (i.e., social security number). The Privacy Act provides individuals with the right to request and review their records (subject to privacy exemptions).

40. **Prohibited Items:** Residents are not permitted to have certain items, which may present a hazard to their fellow residents on the I-House property. This includes any items that directly or indirectly impact safety/security and/or fire safety. These items include but are not limited to: Combustible materials, liquid filled furniture, candles/incense, non-UL rated extension cords, halogen lights, portable heaters (unless approved by the I-House director), lava lamps, electrical appliances with exposed heating elements, major appliances and grills, outdoor antennas and/or television radio reception equipment, weights/exercise equipment in bedrooms, and weights/exercise equipment in common areas unless approved by Director, hookahs, vape pens, and other smoking apparatuses, darts/dart board. Please email your I-House director or designee should you have any questions on items not listed.

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

Sunday – Thursday: 10:00pm to 8:00am | Friday – Saturday: 12:00am to 10:00am

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

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. In case of conflict, appropriate noise levels will be determined by staff.

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 I-House sponsored or approved events, noise, or music, activities on I-House 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. I-House staff may request that stereos or other devices that pose a repeated disruption be removed from the I-House.

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.

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

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

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

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

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

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

"Smoking" is defined as inhaling, exhaling, burning or carrying a lighted cigarette, cigar, pipe, hookah, vape pen or electronic cigarette (e-cigarette). "Tobacco product" is any items containing tobacco

leaves and any product containing biologically active amounts of nicotine that can be inhaled. It does not include any product designed and approved by the U.S. Food and Drug Administration (FDA) for the use in treating nicotine or tobacco dependence.

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

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

48. **Storage:** Storage is limited. Resident's items may be boxed, labeled and stored in the designated storage rooms. I-House is not responsible for items that have been placed in the storage rooms. Furniture and other items prohibited in the contract are not permitted to be stored in the designated storage rooms.

49. **Student Privacy (FERPA):** The Family Education Rights of Privacy (FERPA) of 1974 helps protect the privacy of student records. The Act provides the right to inspect and review educational records, to seek to amend those records, and to limit disclosure of information from the records which may include records related to the I-House. Students who are currently enrolled or formerly enrolled regardless of age or parental dependency status, are protected.

50. **Taxable Possessory Interest:** Although the use granted herein does not create a property interest to residents as per California Code, Revenue, and Taxation Section 107.6 which requires the resident to be informed and the resident is hereby informed, of the possibility that a taxing authority may take contrary view and subject the resident to payment of property taxes on the possessory property interest determined to be created herein.

51. **Trash Removal:** Residents are responsible for disposing of trash in their bedrooms to appropriate trash and recycling containers placed in utility rooms or exterior trash/recycling bins. Large items, furniture, boxes, mattresses, electronic devices, etc. shall be disposed of appropriately.

52. **Treatment of Indebtedness:** Failure to pay I-House fees may result in a hold being placed by I-House on a student's academic records, which may prevent release of transcripts and registration for the following semester. Failure to pay I-House fees may result in eviction from the premises in accordance with county regulations.

53. **Utilities:** Directives of the State of California concerning energy conservation will be enforced. Utilities may be limited upon directives or policies of the State of California, the CSU Research Foundation, SJSU, or I-House.

54. **Vacating Premises:** The resident shall vacate the housing facility the date the license agreement expires, or upon termination of his/her license to use the facilities whichever is sooner. Abandonment of the premises does not release resident from any obligation due to the I-House