

ADDENDUM TO THE 2021-2022 STUDENT HOUSING LICENSE AGREEMENT

COVID AND PUBLIC HEALTH-INFORMED POLICIES

This Addendum ("Addendum") to the Student Housing License Agreement for Academic Year 2021-2022 (License Agreement) is effective the sooner of (i) when signed by the residential student (Licensee) (ii) upon acceptance by Licensee of an assignment to reside within the residential community at Sonoma State University, or (iii) when Licensee commences occupying an assigned space ("Addendum Effective Date"). This Addendum contains additional terms applicable to you as the licensee within the residential community and is fully incorporated into License Agreement as if fully set forth therein. By signing this Addendum, accepting your housing assignment or commencing to occupy a Unit, you acknowledge you have read and are bound by the Addendum and the License Agreement.

All capitalized terms not defined in the Addendum have the meanings ascribed to them in the License Agreement. Please carefully review this Addendum and your License Agreement as it contains important policies and requirements to reside within the residential community for the 2021-2022 academic year. In the event of a conflict between this Addendum and the remaining sections of the License Agreement, this Addendum will apply.

1. HEALTH AND SAFETY

a. Generally.

All Licensees are prohibited from creating a health or safety hazard within the residential community. As always, the University will endeavor to update you with timely information about specific health and safety guidance important for our students. Please note that additional requirements for students and Licensees relating to Illness are continuously updated and will be published on the University [COVID website](#); these requirements are in addition to established Governor's [COVID-19 INDUSTRY GUIDANCE: Institutions of Higher Education](#), [CSU Executive Orders](#), the [Student Code of Conduct](#), and REACH Regulations and Guidelines. These additional requirements apply to Licensee as both a Licensee and a student and comprise a material part of the License Agreement. Licensee agrees to stay informed of all current terms, rules, policies and guidance as they are updated and to follow the same as provided by the University relating to Illness.

b. Compliance with Health and Safety Guidelines.

Licensee shall comply with health and safety laws, orders, ordinances, regulations, this Addendum, the [Housing Regulations and Guidelines](#), the [Student Code of Conduct](#), [University Health Guidance](#) and all other CDC, campus, local, state and federal guidelines as they relate to public health crises, including COVID (collectively herein the "Health and Safety Guidelines"). These Health and Safety Guidelines may evolve as the public health crisis evolves and may include, but are not limited to, social/physical distancing, limitations or restrictions of guests within residential campus, limitations on gatherings, wearing a face covering or other personal protective equipment, diagnostic and surveillance testing or screening such as temperature checks (including before or upon arrival to campus as well as periodic testing while on-campus, completing [daily wellness screening](#)), cooperation with contact tracing, disinfection protocols, and quarantine/isolation/sequestering

requirements (including before or upon arrival to campus or at any time during the duration of the License Agreement as directed by Public Health Orders or directives), or quarantine requirements imposed following travel. Adherence to the Health and Safety Guidelines applies to all Licensees and campus visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, courtyards and other common spaces.

c. Removal from On-Campus Housing.

If the University determines, in its sole discretion, that Licensee is creating a health or safety hazard or otherwise failing to comply with any provision of this Addendum or any Health and Safety Guidelines, the University may terminate Licensee's License Agreement and require Licensee's immediate removal from the residential community. No termination of the Licensee's License Agreement in accordance with this section shall relieve the Licensee of Licensee's obligations and liability under the License Agreement and such liabilities and obligations shall survive any termination of the License Agreement.

2. SEPARATION; REPORTING; SCREENING.

a. Reporting and Monitoring.

Licensee acknowledges, agrees, and consents to daily screenings for Illness as may be required by the Health and Safety Guidelines and further agrees to provide results to University or public health authorities if requested to do so by University. Further, Licensee agrees to self-report to University via the daily [Wellness Screening](#) if Licensee is experiencing symptoms of Illness or receives a diagnosis of Illness or has any known exposure to a person diagnosed with Illness or displaying symptoms of Illness in order to keep other students, residents, faculty, and staff safe. Finally, Licensee shall cooperate fully with any contact tracing or other similar efforts that may be required by the circumstances.

b. Isolation and Quarantine.

Licensee agrees that if Licensee or a suitemate/apartment-mate or other individual Licensee has come into contact with is diagnosed with or displays symptoms associated with Illness, Licensee will follow guidance provided by the University and/or relevant health officials, which will likely include quarantining or isolating in place for fourteen (14) days or reassignment to a housing unit designated and appropriate for quarantine or isolation. Licensees are required to comply with requests from the University for reassignment from their assigned space due to Illness or any other public health emergency. Failure to do so is a violation of the License Agreement and may subject a Licensee to emergency removal from their assigned Unit and/or to termination of their License Agreement. If Licensee is required or recommended to self-quarantine or self-isolate, Licensee may not be permitted to continue residing in their Unit and will be provided alternative housing arrangements as needed and as available. Removal from one's assigned Unit to isolate or quarantine does not constitute a termination of the License Agreement.

3. SCREENING.

All Licensees will be required to complete screening on a daily basis for COVID-19

symptoms, in accordance with University Health Guidance. Licensee shall consent to any screening required by the University prior to Move-In Day or anytime thereafter. Screening requirements will be communicated to Licensees by the University prior to Move-In Day. Licensee further agrees to provide screening results to the University upon request.

4. CULINARY SERVICES.

Culinary service, including if, where, and how it will be offered to Licensee, is subject to the discretion of the University and its food service provider and may be modified from time to time to address public health concerns. The University may limit dining to primarily carry-out, may limit the occupancy of the dining halls, limit the amount of time Licensees may reside within dining halls, or make other operational adjustments needed to address health and safety concerns.

5. CLEANING.

University will continue to implement and modify cleaning protocols to address Illness or any other public health emergency in the interest of minimizing the spread of any disease, including Illness. University will educate and inform Licensee on appropriate cleaning protocols within their assigned spaces to reduce the spread of Illness within residence halls, through the Standards and Procedures and other avenues. Licensee must comply with enhanced cleaning and hygiene measures.

6. DE-DENSIFYING EFFORTS.

Licensees are required to comply with any de-densifying efforts needed on campus due to Illness or any other public health emergency, including, but not limited to, the relocation of all or some residential students to alternative housing off-campus. Any such reassignment does not constitute a termination of Licensee's License Agreement.

7. TERMINATION.

The University may be required to terminate the License Agreement due to public health emergency needs, including COVID or other Illness.

8. ASSUMPTION OR RISK, RELEASE AND INDEMNITY

a. Assumption of Risk.

While the University remains committed to the public health and safety of its students, Licensees, and visitors, the University cannot guarantee your health and safety. It is incumbent upon each Licensee, after evaluating available information as well as Licensee's own personal health and safety considerations, to make Licensee's own decision whether to reside on campus. Licensee acknowledges that, by residing on campus, Licensee may be exposed to risks that could result in illness, including contagious virus, personal injury, or death. Licensee acknowledges and understands, that by residing on campus, Licensee accepts and assumes all risks associated with communal living and in any shared living environment, those risks include exposure to contagious virus, sickness, including Illness. Licensee acknowledges, understands, and accepts that University cannot control these risks.

b. Release.

In consideration of University granting my request to permit me to resident in the residential community during illness or public health emergency, Licensee hereby releases Sonoma State University, the Board of Trustees of the California State University, The State of California, and each of their officers, employees and representatives from any and all damages, liability, claims, demands, causes of action, expenses, or losses ("claims") to Licensee, and to Licensee's personal representatives, heirs and assigns, resulting from, relating to, or arising out of potential or possible exposure to contagious viruses, sickness or illness, including injury or death, in any way connected with or caused by or sustained by Licensee while residing in the residential community.

c. Indemnity; Hold Harmless; and Waiver

Licensee agrees to indemnify and hold harmless, waive, and covenant not to sue University, Sonoma State University, the Board of Trustees of the California State University, the State of California, or any of each of their officers, employees, and representatives from liability for exposure to or contraction of the Illness, injury or death of any person(s) or damage to property that may result from the University's breach of this Addendum or the License Agreement, or other negligent, grossly negligent, reckless or intentional act or omission by University. It is Licensee's express intent that this Indemnity; Hold Harmless, and Waiver provision shall bind the members of Resident's family and spouse, heirs, assigns, and personal representatives, and release shall be governed by the laws of the state of California.

FORCE MAJEURE

University shall not be liable for any delay or failure to perform its obligations hereunder if such delay or failure to perform is caused by circumstances beyond University control, including, but not limited to, acts of God, government restrictions or orders, wars, riots, insurrections, disaster, acts of terrorism, communicable disease outbreak, epidemic, pandemic, or any other comparable event or cause beyond the reasonable control of the party whose performance is affected. Licensee and University acknowledge that the full impact of COVID-19 is not currently known or reasonably foreseeable. In the event that circumstances related to COVID-19 or to any reoccurrence of the COVID-19 virus reasonably prevent or hinder University performance hereunder, University may invoke the immediately preceding Force Majeure clause of this Agreement and be excused from liability for its failure or delay in performing its obligations hereunder, even if the circumstances related to COVID-19 were foreseeable at the time of the University's execution of this Agreement. Notwithstanding the foregoing, in no event shall Licensee be excused from paying any fees or amounts owed for the period of time during which Licensee occupied the Premises.