

**Cal Poly Pomona Foundation Housing Services,  
University Village  
Student Housing License Agreement Terms & Conditions  
2022-2023 COVID-19 Addendum**

This Addendum to the Student Housing License Agreement is expressly incorporated into and supplements the Student Housing License Agreement (“License”) terms and conditions for 2022-2023. Before completing and signing this Addendum, please read the provisions carefully. Except as expressly stated herein, this Addendum does not alter any conditions or obligations in the License. This Addendum is effective for the entire academic year, fall through summer terms, or for such portion of the academic year as may remain at the time the License and/or Addendum are signed. In consideration of the mutual covenants, commitments, and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, Licensee agrees as follows:

**I. Notice and Acknowledgment Regarding COVID-19**

Licensee acknowledges that the SARS-CoV-2 coronavirus pandemic is a worldwide risk to human health. COVID-19 is a highly contagious disease that can spread easily and exponentially and can lead to severe illness or death. According to public health organizations, persons of all ages are at risk. Persons over 65 and those with underlying health conditions are especially vulnerable.

An inherent risk of exposure to COVID-19, or to any SARS-CoV-2 variant (hereinafter referred to collectively as “COVID-19”), exists in any shared or public space where people are present, including on-campus housing. Cal Poly Pomona Foundation Housing Services, University Village (“Village”) has taken and will continue to take various measures to address the health and safety of individuals living in on-campus housing. However, those measures will not eliminate the risk of exposure to COVID-19. Accordingly, students who return for face-to-face instruction and who will voluntarily reside in on-campus housing will face a risk of exposure and may contract COVID-19.

To minimize the risk to Licensee and others in on-campus housing, Licensee hereby confirms and agrees:

1. Licensee understands that, although Village has taken and will continue to take various measures to protect against exposure in accordance with federal, state and local health authorities’ mandates and guidelines, those measures will not eliminate all risk, and thus there will remain a risk of exposure to COVID-19.
2. By assuming occupancy, Licensee certifies that, to the best of Licensee’s knowledge, Licensee is not infected with COVID-19.
3. By assuming occupancy, Licensee certifies that Licensee is not experiencing symptoms associated with COVID-19. Symptoms may include, but are not limited

to, a loss of taste or smell, fever, severe headaches, severe fatigue or body/muscle aches, unusual gastrointestinal distress, and/or signs of respiratory illness, such as a dry cough, shortness of breath, or difficulty breathing.

4. By assuming occupancy, Licensee certifies that, to the best of Licensee's knowledge, within the immediately preceding 14 days of initially assuming occupancy, Licensee has not been in personal or close contact (within six feet for a total of fifteen minutes or more) with an individual infected with COVID-19.
5. Licensee understands and agrees that the exclusive purpose for which Village is providing voluntary housing is to enable Licensee to complete and/or participate in a campus educational program, but that participating in housing is not required and is done so on a voluntary basis by Licensee. Voluntarily accessing or allowing access to campus housing could expose Licensee or others to COVID-19.

## **II. Campus Right of Entry**

In addition to the conditions and situations outlined in the License Agreement, Licensee must leave the licensed premises to which Licensee is assigned as reasonably requested during Health and Safety Inspections, custodial services, maintenance repairs, or any other inspection in order to practice safe physical distancing and reduce risk of exposure to COVID-19 (or other infectious diseases) or when entry to the licensed premises is legally required by a Village or campus representative.

## **III. COVID-19 Preparedness**

In addition to any item(s) that Licensee is required to maintain under the License Agreement, Licensee is required to procure and maintain the following healthcare supplies and personal protective equipment, such that these supplies will be accessible to Licensee while on campus and living in campus housing:

1. Hand sanitizer (at least 70% alcohol base);
2. Appropriate face coverings, as defined by state and local health authorities, and the University; and
3. A thermometer.

## **IV. COVID-19 Occupancy Requirements**

1. Licensee agrees to comply with the directives, policies, and orders of Village, Cal Poly Pomona, Cal Poly Pomona Foundation, and the Board of Trustees of the California State University (collectively, the "University"), and state and local health authorities related to COVID-19, as may be amended from time to time during the term of this License and Addendum, including, but not limited to, all requirements for protective masking/face covering, social distancing, testing, isolation, quarantine, and immunization.

2. Licensee agrees to comply with all applicable federal, state, and local public health laws, regulations, orders, and guidance related to COVID-19, as may be amended from time to time during the term of this License.
3. Licensee agrees to comply with any COVID-19 testing protocols that may be required by the University and to reasonably cooperate with the University in discharging Licensee's obligations under this section.
4. Licensee understands and agrees that COVID-19 immunization is required by the University as a condition of occupancy, prior to occupying the licensed premises. Licensee agrees to provide the University certification of vaccination within the time period and in the manner requested by the University.

**V. Confirmed Positive or Exposure to COVID-19 Procedures**

1. In the event that Licensee develops COVID-19 symptoms, tests positive for COVID-19, and/or is exposed to someone known or believed to be infected with COVID-19, Licensee will notify Student Health and Wellness Services in compliance with the notification protocols outlined on the University's COVID-19 webpage, found at [Our Safer Return to Campus](https://www.cpp.edu/safer-return/index.shtml) [https://www.cpp.edu/safer-return/index.shtml]. Notwithstanding any other term or communication, Licensee must report a positive COVID-19 test result to Student Health and Wellness Services through the Student Health and Wellness Services online reporting system as outlined at [Our Safer Return to Campus](https://www.cpp.edu/safer-return/index.shtml) immediately upon receipt of the test result and no later than two (2) hours after receipt of the test result.
2. If Licensee tests positive for COVID-19, Licensee agrees to be moved into an isolation unit of the University's choosing. In addition, Licensee agrees not to attend in-person classes or activities or to visit other on-campus facilities (including, but not limited to, dining halls) or to end isolation until Licensee has satisfied, in the University's determination, all applicable federal, state, and local public health criteria for discontinuing isolation.
3. Licensee acknowledges and agrees that a medical authority, which may be Student Health and Wellness Services or other medical authority approved by the University, will determine if Licensee may self-isolate in a designated isolation unit on-campus or if Licensee must be referred to an off-campus healthcare facility, depending on the severity of Licensee's symptoms. Licensee agrees to cooperate with any directive issued by Student Health and Wellness Services or by a medical authority approved by the University under this section.
4. Failure to comply with the terms and conditions of this COVID-19 Addendum to License Agreement may result in the termination of the License Agreement,

removal from Village, and/or disciplinary action pursuant to [CSU Executive Order 1098](https://calstate.policystat.com/policy/8453518/latest) [https://calstate.policystat.com/policy/8453518/latest].

**\*\*NOTE: Non-Cal Poly Pomona Licensees understand and agree that the primary contact, authority, and resource for COVID-19 procedures will be [Cal Poly Pomona Foundation Housing Services](https://cppvillage.com/) [https://cppvillage.com/] and [Cal Poly Pomona Foundation Employment Services](https://foundation.cpp.edu/es/) [https://foundation.cpp.edu/es/].**

Date: \_\_\_\_\_

Licensee Printed Name: \_\_\_\_\_

Licensee Signature: \_\_\_\_\_