

## LICENSE FOR USE OF THE I-HOUSE FACILITIES

NOTE: This license is for one semester unless terminated earlier under the provisions of this license agreement, and financially and legally obligates the student to full payment of fees for the licensed period. Renewal of this license is not automatic. Eligibility for residency is subject to periodic review by the staff and advisory committee of the International House (I-House). The housing services described in this agreement are being offered to you under the Terms and Conditions stated herein. You can indicate your acceptance of this offer of I-House housing services by completing and signing this license and returning it to the International House.

Your signature on this license means that you have read, understood and agreed to all its terms and conditions.

### PAYMENT SCHEDULE

**RATES: One Semester (price includes meal plan)**

Fall 2023 (10 a.m. Sunday, August 13 to 6 p.m. Friday, December 15)  
\$9,312.00 + \$100 Room Care Deposit + \$75 Student Activity Fee

Spring 2024 (10:00 a.m. Sunday, January 14 to 6 p.m. Wednesday, May 22)  
\$9,312.00 + \$100 Room Care Deposit + \$75 Student Activity Fee

Except as otherwise set forth in this agreement, payment shall be in accordance with attachment titled "Exhibit A: Payment," which is incorporated entirely into this agreement.

Full payment is due and payable in accordance with payment schedule specified in this license. It is the responsibility of the licensee to remember payment dates.

Pay online at: <https://commerce.cashnet.com/SJSUINTLHOUSE>

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## AGREEMENT BETWEEN SAN JOSE STATE UNIVERSITY RESEARCH FOUNDATION AND RESIDENT

San José State University Research Foundation ("SJSURF") through its program International House ("I-House") located at 360 S. 11<sup>th</sup> Street, San Jose, CA 95112-2217 and the student licensee who signs below (also "applicant" or "student" or "resident") hereby enter into a service agreement for the use of shared housing space and facilities at the I-House. SJSURF and resident shall be referred to collectively as Parties.

### ARTICLE I: PURPOSE:

WHEREAS, SJSURF offers the use of shared housing space, and facilities at the I-House.

WHEREAS, resident shall request the use of shared housing space, and services at the I-House.

WHEREAS, SJSURF desires to contract with resident for the purpose of leasing housing space at the I-House.

NOW, THEREFORE, the parties agree to the terms and conditions of this license.

## ARTICLE II: TERMS AND CONDITIONS

1. **Eligibility:** Fall priority is given to San Jose State University (“SJSU” or “The University”) students who plan to stay through Spring semester. Applicants are considered for acceptance based primarily on the essays written, diversity of countries represented at the I-House, expected participation of applicant in I-House activities, and expressed interest and apparent ability to interact with people of many cultures.

Applications are reviewed by committee *on an on-going basis*. Applications for each semester are reviewed every two weeks until I-House is full, beginning in early April for the upcoming Fall or Summer term, and beginning in early October for the upcoming Spring term. Applicants are *not* accepted on a first-come, first-served basis. Submission of an application does *not* guarantee acceptance.

To qualify for a space at I-House, a student must be enrolled in an approved academic course or program at San José State University unless an exception is requested and approved by the director of I-House. All assignments and right to a housing space and related rights for resident under this agreement are contingent upon both acceptance of a resident's application and 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 I-House immediately in writing.

Residents must also be in compliance with the University's COVID vaccine requirements. The resident will be charged for room and board fees until written notification is received by I-House. The License Agreement may be revoked by SJSURF if the resident fails to meet the above minimum requirements.

2. **License Terms:**

- a. This license is for residence in, and use of a room at the premises located at Phyllis F. Simpkins International House, 360 South 11th Street, San Jose, CA 95112 on the dates and times listed in section titled “PAYMENT SCHEDULE,” and shall run for a term starting upon execution and ending upon resident's final exit from the premises. It cannot be canceled or terminated except under the conditions cited in this license.
- b. New residents are required to make the first payment as designated at the time agreement is signed, and to make subsequent payments in a timely manner according to payment plan.
- c. Requested extensions for duration of stay must be made based on availability and approved at the discretion of the I-House director or a designated I-House staff member. Upon approval, residents may be required to complete additional documents.
- d. All bedrooms are shared. Single rooms requests are based on availability and a single room rate shall apply at the sole discretion of I-House.
- e. Failure to submit full payment in a timely manner may result in the forfeit of housing at the I-House.

3. **Cancellation Policy:** The financial penalties for voiding a signed license without meeting the cancellation deadline, which occurs 60 days prior to the scheduled move-in date, are as follows:

- a. Once accepted to stay at I-House and up to the cancellation deadline date: \$100 non-refundable reservation fee + 7% of semester payments made to date will be charged upon cancellation of license; the balance will be refunded.
- b. The financial penalties for voiding a signed license without meeting the 60-day deadline are as follows: After the deadline and up to 46 days prior to the move-in date, one-third of the total semester fees owed + Room Care Deposit will be forfeited upon cancellation of license.
- c. Forty-five days prior to move-in date and thereafter, including cancellation or termination due to resident's violation of terms, no refunds will be given.

Termination or abandonment of Agreement does not release licensee from paying any obligation due to the I-House so long as the I-House does not terminate the Agreement.

Residents may have their Agreement revoked for non-payment of a dishonored check debt. Fees will be assessed for any dishonored check, and residents are liable for balance due plus fees under Civil Code Section 1719.

If resident is either evicted or suspended, resident shall owe the full fee period of the Agreement, plus any charges for damages and cleaning.

I-House may revoke this Agreement, with as much notice as is required by applicable law for any of the following reasons, including without limitation:

- a. Breach of any term or condition of this Agreement, including any policies or regulations referenced in this Agreement.
  - b. If a resident is convicted of any misdemeanor or felony while at I-House or on University property, or involving any member of the I-House or University community, whether on or off the premises, or related.
  - c. Non-Payment of Fees
  - d. Administrative necessity of the I-House (i.e., damage caused by floods, slides, fire, earthquake, and other natural disasters and vandalism, civil disorder, compliance with state or federal laws, infectious diseases, pandemic, endemic, outbreaks, or interruption of basic services)
4. **Community Living:** Each resident of the I-House must execute the roommate agreement provided each semester by I-House, and agrees to conduct themselves in a manner that is conducive for fellow residents to study, live and sleep. Residents are required to report uncivil treatment of others, vandalism, and other violations of the License Agreement.
5. **Breach of Contract:** In the event resident defaults in the performance of any term or condition of this license, including non-payment of fees, I-House may elect to serve written notice to vacate. The I-House may revoke a license for any of the additional reasons which may include, but not limited to:
- a. Sale or knowingly possessing illegal drugs, restricted dangerous drugs or narcotics as those terms are used in the California statutes, except where lawfully prescribed for medical or dental care.
  - b. The International House AND International House rules prohibit the use of combustible material storage which includes but is not limited to gasoline, paint thinner, propane, fireworks, gas, possession of firearms, weapons, ammunition, fireworks, or explosives including but is not limited to, resident bedrooms.
  - c. Smoking, lighting candles, incense or other open flame within the I-House facility.
  - d. Misuse, abuse, theft or destruction of the I-House property.

- e. General behavior in the I-House over a period of time, which is indicative that the resident is not able to adjust to the requirements of group living, as determined by the I-House staff.
  - f. Irresponsible behavior that may be dangerous to persons or property (i.e., setting off false alarms, or causing physical harm to another individual or oneself).
  - g. Any conduct that disrupts the normal order of I-House is considered disorderly, prohibited or disrupts the normal order of the I-House. Residents are responsible for their own actions as well as the actions of their guests while at the I-House.
6. **Change of Address/Email:** It is the resident's responsibility to notify the I-House 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.
7. **Computer and Network Use:** Residents must sign and abide by the I-House Network User agreement and must observe all I-House network and computer policies, and applicable federal laws.
8. **Construction & Renovation:** Construction and/or remodeling or repair of academic, residential and dining buildings on the San Jose State University campus in the vicinity of the residence halls and apartments is scheduled for the Academic Year 2022-2023. 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.
9. **Emergency contact information:** Residents agree to provide the I-House with an emergency contact prior to move-in date and to inform professional staff at I-House of any changes to the emergency contact information throughout their stay at I-House.
10. **License Transfer:** A resident's license to occupy the I-House is non-transferrable.
11. **Resident Policy:** All residents agree as a material condition of this agreement to abide by, and to read before signing this agreement, I-House's Resident Policy as listed at [www.sjsu.edu/ihouse/life/resources](http://www.sjsu.edu/ihouse/life/resources), as well as any future updates to this policy added during the term of this license, which updates shall be communicated to resident in a timely manner in order to take effect.

### **ARTICLE III: INTERNATIONAL HOUSE RULES**

The following are prohibited at the I-House. Violation of the following may result in termination of agreement and possible eviction (includes but is not limited to):

1. Sale or knowingly possessing illegal drugs, restricted dangerous drugs or narcotics as those terms are used in the California Statutes, except where lawfully prescribed for medical or dental care.
2. Firearms, weapons, ammunition, fireworks, explosives, and highly flammable materials within the I-House.
3. Gambling in any form.

4. Weights and exercise equipment.
5. Animals and pets in student rooms.
6. Hot plates, microwaves, electric kettles, and similar appliances in resident rooms; cooking in resident rooms.
7. Remodeling or renovating of the room or furniture; tampering with the electrical or mechanical fixtures in the room; placement of personal air conditioners in the room; placement of antennas and wiring for radio, stereo systems, TV, internet connections, etc. out of the window; refrigerators larger than 3.0 cubic feet; and removal or addition of furniture without approval by the Director.
8. Licensee attaching objects to the premises by nails or screws or altering the premises in any manner whatsoever without the prior consent of licensor.
9. Parking in a reserved parking space on the sides of the building without an I-House parking permit. Illegally parked cars may be subject to ticketing and/or towed.
10. Tampering with, or removal of, windows, or from any part of the building.
11. Willful or malicious tampering with the fire system or fire-fighting equipment is a misdemeanor, and is punishable by up to one year in county jail and/or a \$1,000 fine. Tampering resulting in injury or death to an individual is punishable by imprisonment in state prison and/or by a fine of \$500 - \$10,000. (CA Penal Code 148.4)
12. Removal of and common area furniture to individual rooms.
13. For reasons of security, propping or unlocking of outside doors.
14. Residents from accessing the roof/balcony without prior consent of the Director of I-House.

#### **ARTICLE IV: HOLD HARMLESS**

Resident shall hold harmless, defend and indemnify, SJSURF, the State of California, the Trustees of the California State University, the CSU, International Gateways, College of International and Extended Studies, San José State University and the employees, officers, and agents of each of them (hereinafter collectively referred to as SJSU Group) from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the terms described herein, caused in whole or in part by any negligent or intentional act or omission of the resident, any resident guests, or anyone directly or indirectly employed by any of them, except for those arising from, or caused by, intentional acts, gross negligence or reckless disregard of risk by SJSU Group and subject to Section 1542 of the California Civil Code. Parties listed in this section who are not parties to this agreement shall be considered third-party beneficiaries for the purposes of this section.

#### **ARTICLE V: FORCE MAJEURE**

Delayed performance under this agreement will not constitute breach when caused by unusual events beyond the delaying Party's reasonable control that prevent or substantially interfere with the delaying Party's performance, whether or not foreseeable, so long as the delaying Party: a) makes all reasonable efforts to perform their obligations on time; b) promptly notifies the other Party of the event causing the delay and of the expected length of delay; and c) suspends performance only as long as necessary as a result of this event.

#### **ARTICLE VI: WAIVER AND RELEASE OF LIABILITY, AND DISCLOSURES**

1. **Acceptance of Risk:** By signature of this agreement, prospective and current residents are fully aware and understand there are number of risks associated with staying at the I-House which include but are not limited acts of God, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, pandemic, fire, outbreak, and/or accident. These injuries or outcomes may arise from one's own or other's actions, inactions, or negligence or conditions of the I-House.

Prospective and current residents assume all risks while residing at the I-House including traveling to and from the I-House.

2. **Bed Bugs:** It is the I-House goal to maintain the highest quality of living environment for our Residents. Residents of I-House have an important role in preventing and controlling bed bugs.
  - a. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies and about ¼ of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen and become bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
  - b. **Life Cycle and Reproduction:** Average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.
  - c. **Bed Bug bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize that they were bitten. A person's body reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by bites will not be noticed until many days after a person was bitten, if at all.
  - d. **Common signs and symptoms:**
    - i. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls
    - ii. Molted bed bug skins, white sticky eggs, or empty eggshells
    - iii. Very heavily infested areas may have a characteristically sweet odor.
    - iv. Red itchy bite marks, especially on legs, arms, and other party parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the internet websites of the United States Environmental Protection Agency and the National Pest Management Associations.

Residents shall be responsible for bringing onto the I-House property personal furnishings or belongings that are infested with bed bugs, including the personal property of the resident's guests.

If Residents finds or suspects a bed bug infestation, Resident must notify a member of I-House staff immediately.

Residents shall cooperate with the inspection, including allowing entry to inspect any unit by I-House or the pest control operator until bed bugs have been eliminated and providing to I-House 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 the I-House and the pest control operator.

Residents shall fulfill his or her responsibilities for unit preparation before the scheduled treatment, as described in the pre-treatment instructions given by the I-House director.

If I-House or pest control operator determines that it is necessary for I-House 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 of I-House. 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 the I-House director at least one business day prior to the scheduled pest control operator visit for inspection or treatment. Resident shall provide a reasonable, timely alternative to meet preparation requirements.

A Resident must vacate his or her 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 the director of I-House.

If Resident does not comply with the instructions given by I-House to help eradicate the bed bug problem, they may be responsible for the full cost of any bed bug eradication related to the bed bug incidents found in the rooms.

3. **Mold:** Mold spores are present essentially everywhere and can grow in almost any moist environment. The resident acknowledges the necessity of adopting and enforcing good housekeeping practices within the premises of the I-House where areas are more vulnerable. This includes but is not limited to kitchen areas, closets, bathrooms, in and around walls.

Resident should notify the I-House director or an I-House staff member immediately should they observe, suspect or have reason to believe any mold condition exists on the I-House premises.

The I-House director or an I-House professional staff member may perform an inspection and shall contact the local mold removal company if deemed necessary.

4. **University Liability:** Residents of the I-House release any and all claims and damages and promise not to sue or initiate any lawsuit or action of any kind against SJSURF, the State of California, the Trustees of the California State University, California State University, San Jose State University and their employees, officers, directors, and agents (collectively, "University"), including without limitation those caused by SJSURF's negligence, those resulting in physical or psychological injury (including but not limited to paralysis and/or death), those caused by illness incurred due to a virus or communicable diseases, disease, and natural disasters, economical or emotional loss suffered during residence at the I-House. Residents assume all risks of participation in residing at the I-House, including travel to and from the I-House (including auto, bus and air travel) or any events incidental to residing at the I-House. Neither SJSURF nor the I-House assumes responsibility for any property of the resident, which is lost, stolen, damaged, or destroyed in the I-House at any time including periods when the resident is not in occupancy.
5. **Relocation:** Lease agreement becomes nullified should the I-House become inhabitable for any reason. I-House is not obligated to pay the residents of the I-House for relocation costs; however, the I-House will make every attempt to provide a housing alternative.

## **ARTICLE VII: COVID-19**

### **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. San José State University 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 San José State University 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 San José State University 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 San José State University representative with notice in accordance with applicable law.



### 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 San José State University 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 Services] in compliance with the notification protocols outlined on the University's COVID-19 webpage, found at the SJSU Health Advisories Report A Case webpage. Notwithstanding any other term or communication, Licensee must report a positive COVID-19 test result to Student Health Services through the Student Health Services online reporting system as outlined at SJSU Health Advisories Report A Case 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 Services or other medical authority approved by the University, will determine if Licensee may self-isolate in a designated isolation unit on or off-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 Services or by a medical authority approved by the University under this section.
4. If quarantine is required by SJSU and meals must be delivered to resident, purchase of a full meal plan will be required of all students for the duration of the required meal service. The cost will be determined based on the duration of the required meal service and any administrative fees that are incurred to provide meal service.

5. 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 Student Housing, and/or disciplinary action pursuant to CSU Executive Order 1098.

**6. ARTICLE VIII: FOOD SERVICE**

The International House license fee includes food service. There is no compensation for missed meals. A percentage of absence is expected in projecting the meal cost.

The I-House will offer EITHER professional chefs preparing meals onsite at I-House to offer breakfast, lunch, and dinner Monday - Thursday; and brunch and dinner on Fridays; OR a food service meal plan (Spartan Plus Plan) provided by on-campus dining services. With meal service offered onsite at I-House by professional chefs, limited Dining Dollars will be included in the meal plan.

<b>Fall 2023 Dates</b>	<b>Service Explained</b>
Thursday, August 17	I-House Mandatory Orientation Lunch and Dinner provided
Friday, August 18	Brunch and Dinner provided
Monday, August 21	Classes and Regular Meal Service Begin
Monday, September 4	Labor Day observed. No meal service
Friday, November 10	Veterans Day observed. No meal service
Wednesday, November 22 Dinner through Sunday, November 26	Thanksgiving Break. No meal service
Friday, December 15	Last Meal of Semester I-House. End of Fall license/Move-out day.
<b>Spring 2024 Dates</b>	<b>Service Explained</b>
Monday, January 22	I-House Mandatory Orientation Lunch and Dinner provided
Tuesday, January 23	Brunch and Dinner provided
Wednesday, January 24	Classes and Regular Meal Service Begin
Saturday, March 30 through Monday, April 1	Spring Recess - No Meal Service
Wednesday, May 22	Last Meal of Semester. End of Spring license/Move-out day.

**ARTICLE IX: PAYMENT SCHEDULE**

**RATES: One Semester (price includes meal plan)**

Fall 2023 (10 a.m. Sunday, August 13 to 6 p.m. Friday, December 15)  
\$9,312.00 + \$100 Room Care Deposit + \$75 Student Activity Fee

Spring 2024 (10:00 a.m. Sunday, January 14 to 6 p.m. Wednesday, May 22)  
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Except as otherwise set forth in this agreement, payment shall be in accordance with attachment titled "Exhibit A: Payment," which is incorporated entirely into this agreement.

Full payment is due and payable in accordance with payment schedule specified in this license. It is the responsibility of the licensee to remember payment dates.

Pay online at: <https://commerce.cashnet.com/SJSUINLHOUSE>

**SIGNATURE PAGE TO FOLLOW**

**ARTICLE X: CONCLUSION**

This is the entire agreement regarding its subject matter. It supersedes all pre-existing agreements on the matter. Modifications shall be made only by written agreement signed by both parties. The failure by either party to exercise any rights or enforce any terms under this agreement shall not be construed as a waiver of this term or any other right or term. In the event any terms are found to be invalid, all other provisions of the agreement shall continue in full force and effect. This agreement and any amendment to it may be executed in counterparts, which counterparts together shall constitute one and the same agreement. Articles IV and VI and this article shall all survive termination or expiration of this agreement.

California law shall control this agreement, and any disputes arising from it, and any document to which it is appended, without regard to conflict of law rules. Parties undertake to resolve amicably any disputes arising from the development or interpretation of this agreement. In the event that a friendly solution to a dispute is not possible, jurisdiction and venue for such disputes shall reside exclusively in state and federal courts located in the County of Santa Clara, California.

By signing below, the resident acknowledges its agreement with the terms and conditions of this Agreement and represents and warrants that they are authorized to sign on behalf of and to bind their Party to all the terms and conditions of this Agreement.

**Student**

**International House**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Leann Cherkasky Makhni, Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**SJSU Research Foundation**

\_\_\_\_\_  
**Andrew Exner, Executive Director**

\_\_\_\_\_  
**Date**

**Parent or Legal Guardian Signature Required for Minors under age 18:**

I am the parent or legal guardian of the resident. I have read this document, and I am signing it freely. I understand the legal consequences of signing this document, including (a) releasing the I-House, the State of California, the Trustees of the California State University, California State University, San Jose State University and their employees, offers, directors, and agents (collectively, "University") from all liability on my and the resident's behalf, (b) waiving my and the resident's right to sue the I-House, the State of California, the Trustees of the California State University, California State University, San Jose State University and their employees, offers, directors, and agents (collectively, "University"), (c) and assuming all risks of resident's participation in residing at the I-House, including travel to and from the I-House (including auto, bus and air travel) or any events incidental to residing at the I-House. I allow the resident to reside at the I-House. I understand I am responsible for the obligations and acts of the resident as described in this document. I agree to be bound by the terms of this document.

\_\_\_\_\_  
**Parent/Guardian Signature**