

ADDENDUM TO ON-CAMPUS (RESIDENCE HALLS) AND MEAL PLAN AGREEMENT ACADEMIC YEAR 2020-2021

COVID AND PUBLIC HEALTH-INFORMED POLICIES

This Addendum (“**Addendum**”) to the On-Campus Housing (Residence Halls) and Meal Plan Agreement for Academic Year 2020-2021 (the “**License Agreement**”) is effective the sooner of (i) when signed by Resident (“**Resident**” or “**You/Your**”), (ii) on acceptance by Resident of an assignment to reside in On-Campus Housing, or (iii) when Resident commences occupying a Unit (“**Addendum Effective Date**”). This Addendum contains additional terms applicable to you as a Resident in On-Campus Housing and is fully incorporated into Resident’s License Agreement as if fully set forth therein. By signing this Addendum, accepting your housing assignment or commencing to occupy a Unit, you agree you have read and are bound by the Addendum as well as the License Agreement, available here: <https://www.boisestate.edu/housing/applications/application-process/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 prior to accepting your assignment as it contains important policies and requirements to reside in On-Campus Housing for Academic Year 2020-21. In the event of a conflict between this Addendum and the remaining sections of the License Agreement, this Addendum will apply.*

The University welcomes back residential students for Academic Year 2020-2021 and remains committed to community building within a safe and vibrant living and learning environment. The University aims to keep campus open for instruction while protecting the health and safety of our community and minimizing the potential spread of disease within our community. As a Resident residing on the University’s campus, the 2019 Novel Coronavirus, contagious viruses, or similar public health crisis (“COVID” or “Illness”) will impact your housing experience. It is incumbent upon all of our community members, including you as an On-Campus Housing Resident, to mitigate the spread of Illness and keep our community as healthy and safe as possible. The following policies, procedures and guidelines are incorporated into your License Agreement and are applicable to all Residents.

1. Health and Safety

a. Generally. All members of the University community must act in a manner that demonstrates respect and consideration for the health and safety of all community members. All Residents are prohibited from creating a health or safety hazard within On-Campus Housing. As always, the University will endeavor to update you with timely information about specific health and safety guidance important for our Residents. Please note that additional requirements for students and Residents relating to Illness are continuously updated and will be published by University Housing and Residence Life on its website (<https://www.boisestate.edu/housing/housing-help-center/policies-and-standards/community-standards/>) including the Community Standards and the Procedures and Expectations (the “Standards and Procedures”) and the Student Code of Conduct published by University’s Office of the Dean of Students on its website (<http://deanofstudents.boisestate.edu>) (the “Code of Conduct”). These additional requirements apply to you as both a Resident and a student and comprise a material part of your License Agreement. You

are required to keep yourself informed of all current guidance as it is updated and to follow any other guidance provided by the University relating to Illness while on campus and while off-campus (“University Health Guidance”).

b. Compliance with Health and Safety Guidelines. Residents are required to comply with health and safety laws, orders, ordinances, regulations, this Addendum, the Standards and Procedures, the Code of Conduct, University Health Guidance and all other CDC, campus, local, state and federal guidelines as it relates to public health crises, including COVID (collectively herein the “**Health and Safety Guidelines**”). This guidance will evolve as the public health crisis evolves and may include, but is not limited to, social/physical distancing, limitations or restrictions on guests in On-Campus Housing, 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), cooperation with contact tracing, disinfection protocols, and quarantine / isolation requirements (including before or upon arrival to campus or at any time during Resident’s Term), or quarantine requirements imposed following travel. Adherence to the Health and Safety Guidelines applies to all residents and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, computer rooms, courtyards and other common spaces.

c. Removal from On-Campus Housing. If the University or Owner determines, in its sole discretion, that Resident 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 or Owner may terminate Resident’s License Agreement and require a Resident’s immediate removal from On-Campus Housing if their continued presence poses a health or safety risk for community members, as determined by the University or Owner in its sole discretion. No termination of the Resident’s License Agreement in accordance with this section shall relieve the Resident of Resident’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. Resident acknowledges, agrees and consents to testing or screening 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. Further, Resident agrees to self-report to University if showing symptoms of Illness or receiving a diagnosis of Illness or 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, Resident shall cooperate fully with any contact tracing or other similar efforts that may be required by the circumstances.

b. Isolation and Quarantine. Resident agrees that if Resident or a roommate/suitmate/apartment-mate or other individual Resident has come into contact with is diagnosed with or displays symptoms associated with Illness, Resident will follow guidance provided by the University and/or 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. Residents 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 Resident to emergency removal from their assigned Unit and/or to termination of their License Agreement in accordance with Section 1.c. of this Addendum. Not all On-Campus Housing residential rooms or halls are appropriate for self-quarantine or self-isolation, for example, and in those situations where a Resident is recommended to self-quarantine or self-isolate, Residents may not be permitted to continue residing in their Unit and will be provided alternative housing arrangements as needed and as available. Removal from On-Campus Housing to isolate or quarantine does not constitute a termination of a Resident’s License Agreement.

3. Testing. All Residents will be required to complete testing for COVID-19, in accordance with University Health Guidance. By signing this addendum, accepting your assignment, or residing in On-Campus Housing, you consent to any testing required by the University prior to Move-In Day or anytime thereafter. Requirements will be communicated to Residents by the University prior to Move-In Day. You further agree to provide results to the University, as required.

4. Dining Services. Dining service, including where and how it will be offered to Residents, is subject to the discretion of the University and its food service partner 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 dining halls, limit the amount of time Residents may reside within dining halls, or make other operational adjustments needed to address health and safety concerns.

5. Cleaning. University and Owner 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 Residents 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. Residents must comply with enhanced cleaning and hygiene measures while in On-Campus Housing.

6. De-Densifying Efforts. Residents 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. Reassignment does not constitute a termination of a residential student's housing contract.

7. Termination. Upon reasonable notice, the University may be required to terminate your License Agreement due to public health emergency needs, including COVID or other Illness, at which time reimbursement may be considered for impacted Residents as appropriate and based on information available at that time.

8. ASSUMPTION OR RISK, RELEASE AND INDEMNITY

a. **Assumption of Risk.** While the University and Owner each remain committed to the public health and safety of its students, residents, and visitors, the University and Owner cannot guarantee your health and safety. It is incumbent upon each Resident, after evaluating available information as well as Resident's own personal health and safety considerations, to make Resident's own decision whether to reside in On-Campus Housing at this time. Resident acknowledges that, by residing in On-Campus Housing, Resident may be exposed to risks that could result in illness, including contagious virus, personal injury, or death. Resident acknowledges and understands, that by residing in On-Campus Housing, Resident accepts and assumes all risks associated with communal living and in any shared living environment, those risks include exposure to contagious virus, including Illness. Resident acknowledges, understands, and accepts that University and Owner cannot control these risks.

b. **RELEASE. IN CONSIDERATION OF UNIVERSITY OR OWNER GRANTING MY REQUEST TO PERMIT ME TO RESIDE IN ON-CAMPUS HOUSING DURING ILLNESS OR PUBLIC HEALTH EMERGENCY, RESIDENT HEREBY RELEASES BOISE STATE UNIVERSITY, THE IDAHO STATE BOARD OF EDUCATION, THE STATE OF IDAHO, OWNER, AND EACH OF THEIR OFFICERS, EMPLOYEES, AND REPRESENTATIVES FROM ANY AND ALL DAMAGES, LIABILITY, CLAIMS, DEMANDS, CAUSES OF ACTION, EXPENSES, OR LOSSES ("CLAIMS") TO RESIDENT, AND TO RESIDENT'S PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNS, RESULTING FROM, RELATING TO, OR ARISING OUT OF**

POTENTIAL EXPOSURE TO CONTAGIOUS VIRUSES OR ILLNESS, INCLUDING INJURY OR DEATH, IN ANY WAY CONNECTED WITH OR CAUSED BY OR SUSTAINED BY RESIDENT WHILE CONTINUING TO RESIDE IN ON-CAMPUS HOUSING.

C. INDEMNITY; HOLD HARMLESS; AND WAIVER. Resident agrees to indemnify and hold harmless, waive, and covenant not to sue Boise State University, the Idaho State Board of Education, the State of Idaho, Owner, or any of each of their officers, employees, and representatives from liability for the illness, injury or death of any person(s) or damage to property that may result from Resident's breach of this Addendum or the License Agreement, or other negligent, grossly negligent, reckless or intentional act or omission while residing in On-Campus Housing. It is Resident's express intent that this shall bind the members of Resident's family and spouse, heirs, assigns, and personal representatives, and shall be governed by the laws of the state of Idaho.

I HAVE CAREFULLY READ THIS ADDENDUM AND UNDERSTAND THAT IT IS A RELEASE, WAIVER, AND HOLD HARMLESS OF LIABILITY OF ALL CLAIMS AND CAUSES OF ACTION FOR INJURY OR DEATH TO MYSELF THAT OCCURS WHILE RESIDING IN ON-CAMPUS HOUSING AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED.

I hereby affirm by my signature that I have read the License Agreement and this Addendum, including the Assumption of Risk, Release, and Indemnity provisions and understand and agree to all of its provisions. If Resident is not yet eighteen (18) years of age at the time this Addendum is executed, Resident's parent or legal guardian must also execute and be a party to this Addendum before the University can assign Resident to a Unit.

Print Resident Name

ID#

Resident Signature

Date