

Received at CPC Hearing

11/2/17

N. Tran

THE ASK

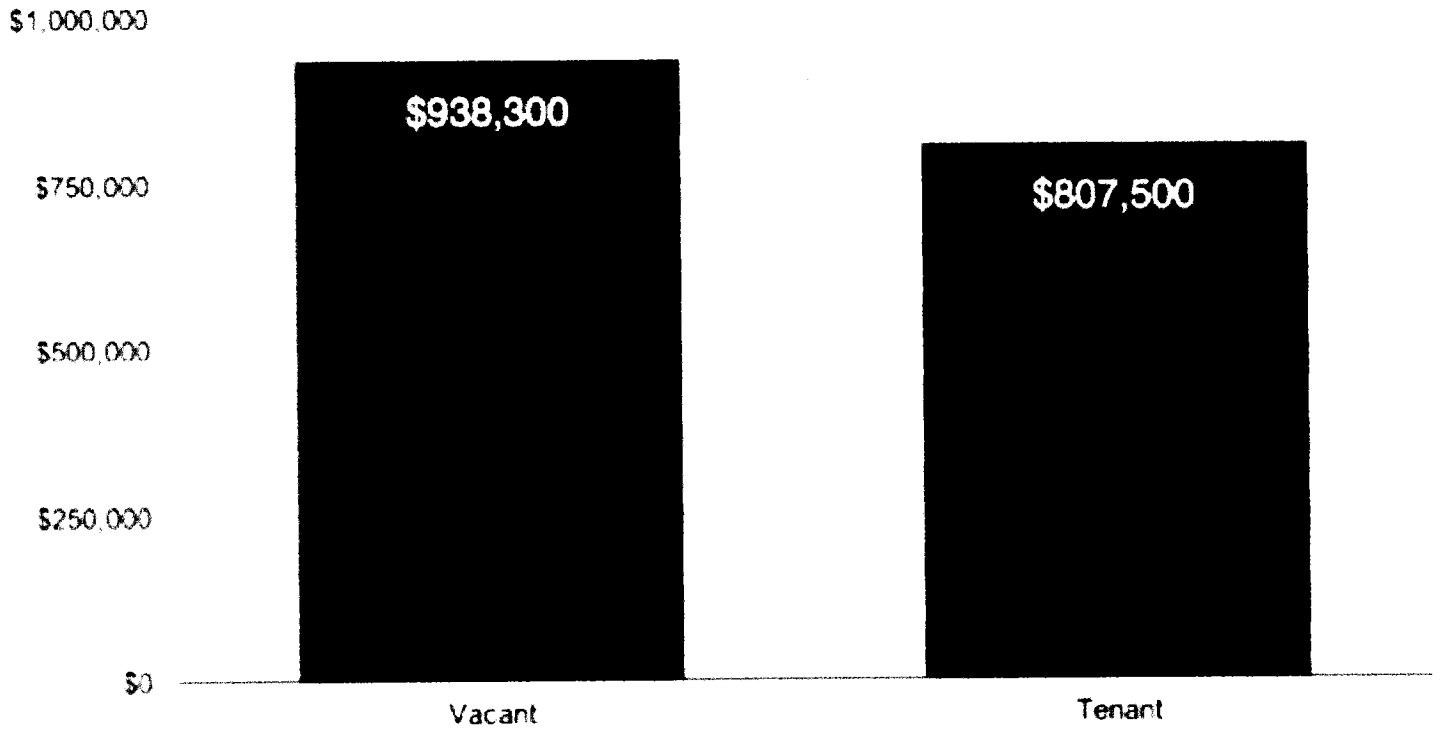
1. Denial of permit #201606301337, for the 4th floor, unit remodeling and exterior upgrade including window moves. AND
2. Modification of permit #201611233441, for the 3 new ADUs, to remove all work that would cause any changes to existing occupied units including decks.

OR

1. Denial of permit #201606301337, for the 4th floor, unit remodeling and exterior upgrade including window moves. AND
2. Continue the ADU permit (#201611233441) to sometime in 2018 to allow the sponsor to provide plans specific to this permit and come to a written agreement with tenants.

Received at CPC Hearing 11/2/17
N. Tran

Median Sales Price for San Francisco Condominium of Comparable Size *Vacant vs Tenant Occupied in 2014*



Reviewed at CPC Hearing 11/2/17
L. Hoagland

From the San Francisco General Plan - Bayview Hunters Point

POLICY 2.3

Restrict uses such as liquor sales establishments on Third Street.

One of the **primary conditions for revitalizing the Bayview Hunters Point community** is the need to attract a healthier mix of retail uses on Third Street and **discourage unhealthy uses. The most prevalent unhealthy use is the large number of retail outlets selling alcoholic beverages for off-premises consumption.** Survey results in the 1987 Issues Report found that Third Street, from Cesar Chavez (Army) Street to Meade Street, contains twice as many liquor stores as neighborhood commercial strips of a similar size in San Francisco. This heavy concentration of liquor stores and their related social problems give a negative image to Third Street. Billboards advertising alcohol or cigarettes, and check-cashing outlets, because of their proliferation, **also degrade the image, health and welfare of the environment. Many of these uses attract undesirable loitering that deters pedestrians from walking on the street,** creates traffic congestion, and has adverse impacts on adjacent residential uses. Rezoning actions taken subsequent to the 1995 edition of this Plan established the **Third Street Special Use District (SUD), which placed restrictions on the sale of alcohol for parcels along Third Street.**

MEMORANDUM

Received at CPC Hearing 11/2/17
D. Weisglass

date: 30 October 2017

name:
Jody Harris
Courtney Leader, NCIDQ

company:
Cultivar Wine Bar
Sutro Architects

email:
jody@cultivarwine.com
cleader@sutroarchitects.com

from: Ben Piper

subject: Cultivar Wine Bar (2379 Chestnut Street)
Noise Barrier Discussion

salter project number: 16-0351

In our 9 June 2016 Outdoor Space Noise Analysis, we discussed that the San Francisco City Noise Ordinance does not govern unamplified voice noise from patrons. Additionally, our analysis indicated that the project would increase the overall average daily noise level by approximately 3 dB at the nearest residential balcony (a change that is typically perceived as just noticeable). We also provided noise reduction techniques that could be included in the project design as a "good neighbor" effort to reduce patron noise to the adjacent residences. Note that these were not required to be implemented to meet a specific noise limit criterion, but were provided for consideration.

Noise Reduction Technique #2 from our letter provided acoustical construction input for the walls around the outdoor space (i.e., the walls should be approximately 3 psf and free of cracks and gaps). We understand that instead of constructing walls, a sound-rated pre-fabricated acoustical barrier product from IAC Acoustics will be used:

<https://acousticalsolutions.com/product/iac-acoustics-noishield-sound-barrier-walls/>

We have reviewed this product (and are familiar with it from its use on other projects), and find it to be in line with the guidelines describe in our letter (as Noise Reduction Technique #2).

* * *

This concludes our current comments regarding the proposed outdoor patio at the Cultivar Wine Bar. Please let us know if you have any questions.

Acoustics
Audiovisual
Telecommunications
Security

130 Sutter Street
Floor 5
San Francisco, CA
94104
T 415.397.0442
F 415.397.0454
www.cmsalter.com

Charles M. **Salter**
ASSOCIATES INC.



SAN FRANCISCO PLANNING DEPARTMENT

Subject to: (Select only if applicable)

- | | |
|--|--|
| <input type="checkbox"/> Affordable Housing (Sec. 415) | <input type="checkbox"/> First Source Hiring (Admin. Code) |
| <input type="checkbox"/> Jobs Housing Linkage Program (Sec. 413) | <input type="checkbox"/> Child Care Requirement (Sec. 414) |
| <input type="checkbox"/> Downtown Park Fee (Sec. 412) | <input type="checkbox"/> Other |

Planning Commission Draft Motion

HEARING DATE: NOVEMBER 2, 2017

Date: October 26, 2017
Case No.: 2016-002754CUA
Project Address: 2379 Chestnut Street
Zoning: NC-2 (Neighborhood Commercial, Small Scale)
40-X Height and Bulk District
Block/Lot: 0936/018C
Project Sponsor: Courtney Leader
915 Battery Street, First Floor
San Francisco, CA 94111
Staff Contact: David Weissglass – (415) 575-9177
david.weissglass@sfgov.org

ADOPTING FINDINGS RELATING TO THE APPROVAL OF CONDITIONAL USE AUTHORIZATION PURSUANT TO SECTIONS 303 AND 711 OF THE PLANNING CODE TO ESTABLISH AN OUTDOOR ACTIVITY AREA IN THE REAR YARD OF THE EXISTING BUILDING FOR USE BY AN EXISTING RESTAURANT (DBA "CULTIVAR") IN THE NC-2 (NEIGHBORHOOD COMMERCIAL, SMALL SCALE) ZONING DISTRICT AND THE 40-X HEIGHT AND BULK DISTRICT.

PREAMBLE

On March 30, 2016, Courtney Leader (hereinafter "Project Sponsor") filed an application with the Planning Department (hereinafter "Department") for Conditional Use Authorization under Planning Code Section(s) 303 and 711 to establish an Outdoor Activity Area in the rear of the existing building for use by a proposed Restaurant (dba "Cultivar") in the NC-2 (Neighborhood Commercial, Small Scale) Zoning District and the 40-X Height and Bulk District.

On November 2, 2017, the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting on Conditional Use Application No. 2016-002754CUA.

The project is exempt from the California Environmental Quality Act ("CEQA") as a Class 1 categorical exemption.

The Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the applicant, Department staff, and other interested parties.

MOVED, that the Commission hereby authorizes the Conditional Use requested in Application No. 2016-002754CUA, subject to the conditions contained in "EXHIBIT A" of this motion, based on the following findings:

FINDINGS

Having reviewed the materials identified in the preamble above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:

1. The above recitals are accurate and constitute findings of this Commission.
2. **Site Description.** The project is located on the south side of Chestnut Street, between Divisadero and Scott Streets, Block 0936, Lot 018C. The property is located within the NC-2 (Neighborhood Commercial, Small Scale) Zoning District and the 40-X Height and Bulk District. The parcel measures approximately 2,186 square feet and is developed with an approximately 4,305 square-foot three-story mixed use building consisting of the subject ground floor commercial space and two residential units above. The subject commercial tenant space is approximately 1,145 square feet in size and was formerly occupied by a Formula Retail Specialty Grocery use (dba "We Olive"), which closed this location in July, 2015. "Cultivar" began operations in April, 2017. The existing rear yard is approximately 625 square feet in size.
3. **Surrounding Neighborhood.** The project site is located within the Chestnut Street commercial corridor on the south side of Chestnut Street. The subject NC-2 Zoning District covers approximately four blocks of Chestnut Street between Fillmore Street in the east and Divisadero Street in the west. The NC-2 Zoning District is intended to provide convenience goods and services to the surrounding neighborhoods as well as comparison shopping goods and services on a specialized basis for a wider market. Commercial businesses are active during the day and evening and include a number of bars, restaurants, specialty groceries, and specialty clothing stores. The surrounding zoning is primarily RH-3 (Residential, House, Three-Family) and NC-3 (Neighborhood Commercial, Moderate Scale).

The surrounding development consists of a variety of commercial and mixed-use buildings mostly featuring residential uses above ground-floor commercial establishments. The scale of development in the area consists of a mix of two- to four-story structures mostly built between the 1920s and the 1940s. The adjacent property to the west is developed with a three-story residential building containing 28 dwelling units. The adjacent property to the east is a two-story commercial building containing a nail salon (dba "Hand Touch Nail Care") and a restaurant (dba "Mezés").

4. **Project Description.** The project proposes outdoor seating (Outdoor Activity Area) in the rear yard of the existing building for use by customers of the Restaurant use (dba "Cultivar"). The case was continued indefinitely by the Planning Commission at the public hearing on October 27, 2016, and the restaurant has since begun operating in the space without the use of any outdoor space. Proposed improvements to the rear yard include concrete paving, new landscaping, construction of a perimeter fence up to ten feet in height as well as a pergola above the outdoor area, and installation of new furniture including tables, chairs, and fire pits.

The proposal requires Conditional Use Authorization pursuant to Planning Code Sections 303 and 711 to allow an Outdoor Activity Area in the rear of the existing building, in the NC-2 (Neighborhood Commercial, Small Scale) Zoning District and the 40-X Height and Bulk District. The project also requires a Variance from the Planning Code's Usable Open Space Requirements since it would result in the loss of access to and use of the rear yard by the occupants of the building's two residential units.

5. **Public Comment.** To date, the Planning Department has received one letter of non-opposition from the tenants of one of the building's residential units, and two letters of support: one from the tenants of the other residential unit and one from the landlord. The Department has also received a letter from an adjacent neighbor requesting that noise reduction techniques as recommended in the Outdoor Noise Space Analysis completed by Charles M. Salter Associates (attached herein as Exhibit C) be implemented. These letters are included in the staff report. There is no known opposition to the project.
6. **Planning Code Compliance:** The Commission finds that the Project is consistent with the relevant provisions of the Planning Code in the following manner:

- A. **Open Space.** Pursuant to Planning Code Section 135, the subject property is required to provide 100 square feet of usable open space per dwelling unit if private or 133 square feet per unit if shared.

The subject property currently provides usable open space in the form of two private balconies (one for use by each dwelling unit) of approximately 30 square feet each and an approximately 625 square-foot rear yard. The proposal would eliminate residential access to the rear yard, resulting in a usable open space deficit of approximately 70 square feet per unit. A Variance from the open space requirements of the Planning Code is required in order for the project to proceed. The Variance request will be considered by the Zoning Administrator under Case No. 2016-002754VAR.

- B. **Outdoor Activity Area.** Pursuant to Planning Code Section 711, an Outdoor Activity Area is principally permitted in the NC-2 Zoning District if located in the front or is permitted with Conditional Use authorization if located elsewhere. In addition to the criteria listed in Planning Code Section 303, the Planning Commission shall find that:
 - i. The nature of the activity operated in the Outdoor Activity Area is compatible with surrounding uses;

The project sponsor has been made aware of the potential for negative impacts on nearby residential uses that can result from outdoor activity areas. The sponsor has sought out the support of residents of the residential units above and will ensure that operations are carried out in a manner that is compatible with the surrounding commercial and residential uses.

- ii. The operation and design of the Outdoor Activity Area does not significantly disturb the privacy or livability of adjoining or surrounding residences;

The project sponsor is aware of the potential for privacy impacts to adjacent residential uses and has agreed to actively address any such complaints. The project includes physical improvements to the existing rear yard, including a new property line fence and landscaping, as well as a pergola, intended to protect the privacy of adjacent uses. The conditions of approval will ensure that the use meets minimum, reasonable performance standards.

Further, the sponsor plans to implement the Noise Reduction Techniques outlined in the Outdoor Space Noise Analysis completed by Charles M. Salter Associates (attached herein as Exhibit C) included in the staff report. These techniques are:

- 1) *Amplified music should not be used in the outdoor space.*
- 2) *~~The wall should be approximately 3 psf and should be free of cracks and gaps, including any drainage holes/slots along the bottom of the wall. Many constructions will meet the surface density requirement. For example, multiple layers of plywood or a stud wall with exterior grade plywood sheathing and a stucco finish (or two layers of 5/8 inch thick plywood) would meet this requirement. The joints between sheathing layers should be offset by a minimum of 16 inches. The sponsor shall utilize a sound-rated pre-fabricated acoustical barrier product from IAC Acoustics.~~*
- 3) *In order to reduce noise levels to the residences overlooking the outdoor space, a solid overhang would be needed above the outdoor space. If this is implemented, an absorptive material should be included at the underside of the overhang to reduce noise "build-up". This absorptive material could consist of two-inch thick Rainbarrier 45 mineral fiber insulation.*

- iii. The hours of operation of the activity operated in the Outdoor Activity Area are limited so that the activity does not disrupt the viability of surrounding uses.

The proposed hours of operation for the Outdoor Activity Area are as follows: Sunday 9:00 AM to 9:00 PM, Monday-Wednesday 11:00 AM to 9:00 PM, Thursday 11:00AM to 9:30PM, Friday 11:00 AM to 10:00 PM, and Saturday 9:00 AM to 10:00 PM. A condition of approval will limit the hours of operation of the Outdoor Activity Area to the hours specified above.

- C. **Use Size.** Pursuant to Planning Code Section 711, non-residential uses up to 3,999 square feet in size are principally permitted in the NC-2 Zoning District.

The existing tenant space is approximately 1,145 square feet in size. Inclusion of the approximately 625 square-foot rear yard will increase the use size to approximately 1,770 square feet.

- D. Hours of Operation.** Pursuant to Planning Code Section 711, the principally permitted hours of operation are from 6:00 AM to 2:00 AM.

The proposed hours of operation for the Outdoor Activity Area are as follows: Sunday 9:00 AM to 9:00 PM, Monday-Wednesday 11:00 AM to 9:00 PM, Thursday 11:00AM to 9:30PM, Friday 11:00 AM to 10:00 PM, and Saturday 9:00 AM to 10:00 PM.

- E. Conditional Use Authorization.** Planning Code Section 303(c) establishes criteria for the Planning Commission to consider when reviewing applications for Conditional Use approval. The project does comply with said criteria in that:

- i. The proposed new uses and building, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable, and compatible with, the neighborhood or the community.

The subject property is located in a Neighborhood Commercial District and is surrounded by several entertainment options, including restaurants, bars, and movie theaters. The proposed Outdoor Activity Area is a desirable addition to the existing tenant mix along the Chestnut Street commercial corridor. The restaurant has been operating without the use of any outdoor areas since April 20, 2017, and there have been no known adverse effects on the neighborhood.

The project sponsor is aware of the potential for noise impacts to adjacent residential uses and has agreed to actively address any such complaints. The project includes improvements to the existing rear yard that will protect the privacy of adjacent uses and will provide both aesthetic and sound insulating benefits. The conditions of approval will ensure that the use meets minimum, reasonable performance standards and will limit the hours of operation for the Outdoor Activity Area.

- ii. The proposed project will not be detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity. There are no features of the project that could be detrimental to the health, safety or convenience of those residing or working the area, in that:

Nature of proposed site, including its size and shape, and the proposed size, shape and arrangement of structures;

The project sponsor is aware of the potential for noise impacts to adjacent neighbors and has agreed to actively address any such complaints. The conditions of approval will ensure that the use meets minimum, reasonable performance standards.

- iii. The accessibility and traffic patterns for persons and vehicles, the type and volume of such traffic, and the adequacy of proposed off-street parking and loading;

The project would not have any effect on accessibility or traffic patterns for persons or vehicles.

- iv. The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor;

The conditions of approval will ensure that the use meets minimum, reasonable performance standards, including limits to the hours of operation of the Outdoor Activity Area.

- v. Treatment given, as appropriate, to such aspects as landscaping, screening, open spaces, parking and loading areas, service areas, lighting and signs;

The project includes improvements to the existing rear yard that will provide both aesthetic and sound insulating benefits.

- vi. That the use as proposed will comply with the applicable provisions of the Planning Code and will not adversely affect the General Plan.

The project complies with all relevant requirements and standards of the Planning Code and is consistent with objectives and policies of the General Plan as detailed below.

- vii. That the use as proposed would provide development that is in conformity with the purpose of the applicable Neighborhood Commercial District.

The proposed project is consistent with the stated purpose of the NC-2 (Neighborhood Commercial, Small Scale) Zoning District, which is intended to offer a wide variety of comparison and specialty goods and services to a population greater than the immediate neighborhood.

7. **General Plan Compliance.** The project is consistent with the Objectives and Policies of the General Plan.

COMMERCE AND INDUSTRY ELEMENT

Objectives and Policies

OBJECTIVE 2:

MAINTAIN AND ENHANCE A SOUND AND DIVERSE ECONOMIC BASE AND FISCAL STRUCTURE FOR THE CITY.

Policy 2.1:

Seek to retain existing commercial and industrial activity and to attract new such activity to the City.

The proposal will support an existing small business on the Chestnut Street commercial corridor.

OBJECTIVE 6:

MAINTAIN AND STRENGTHEN VIABLE NEIGHBORHOOD COMMERCIAL AREAS EASILY ACCESSIBLE TO CITY RESIDENTS.

Policy 6.1:

Ensure and encourage the retention and provision of neighborhood-serving goods and services in the city's neighborhood commercial districts, while recognizing and encouraging diversity among the districts.

The proposal will allow for a unique outdoor dining experience, contributing to the character of the Chestnut Street commercial corridor.

8. **Planning Code Section 101.1(b)** establishes eight priority-planning policies and requires review of permits for consistency with said policies. On balance, the project does comply with said policies in that:

- A. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses be enhanced.

The proposal will support an existing neighborhood-serving business and provide additional opportunities for resident employment.

- B. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods.

The proposal would not have any effect on housing. The proposed Outdoor Activity Area is compatible with the existing neighborhood character.

- C. That the City's supply of affordable housing be preserved and enhanced,

The proposal would not have any effect on the City's supply of affordable housing.

- D. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.

The project will not impede MUNI services or overburden streets or neighborhood parking.

- E. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced.

The project will not displace any service or industry establishment. The project will not affect industrial or service sector uses or related employment opportunities. Ownership of industrial or service sector businesses will not be affected by this project.

- F. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

This proposal will not affect the property's ability to withstand an earthquake.

G. That landmarks and historic buildings be preserved.

The project does not involve a landmark or historic building.

H. That our parks and open space and their access to sunlight and vistas be protected from development.

The project will have no effect on existing parks and open spaces.

I. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses be enhanced.

The proposal will contribute to the overall economic vitality of the district, thereby preserving and enhancing future opportunities for resident employment and business ownership.

9. The project is consistent with and would promote the general and specific purposes of the Code provided under Section 101.1(b) in that, as designed, the project would contribute to the character and stability of the neighborhood and would constitute a beneficial development.

10. The Commission hereby finds that approval of the Conditional Use Authorization would promote the health, safety and welfare of the City.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Conditional Use Application No. 2016-002754CUA** subject to the following conditions attached hereto as "EXHIBIT A" in general conformance with plans on file, dated March 30, 2016, and stamped "EXHIBIT B", which is incorporated herein by reference as though fully set forth.

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Conditional Use Authorization to the Board of Supervisors within thirty (30) days after the date of this Motion No. xxxxx. The effective date of this Motion shall be the date of this Motion if not appealed (After the 30-day period has expired) OR the date of the decision of the Board of Supervisors if appealed to the Board of Supervisors. For further information, please contact the Board of Supervisors at (415) 554-5184, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

Protest of Fee or Exaction: You may protest any fee or exaction subject to Government Code Section 66000 that is imposed as a condition of approval by following the procedures set forth in Government Code Section 66020. The protest must satisfy the requirements of Government Code Section 66020(a) and must be filed within 90 days of the date of the first approval or conditional approval of the development referencing the challenged fee or exaction. For purposes of Government Code Section 66020, the date of imposition of the fee shall be the date of the earliest discretionary approval by the City of the subject development.

If the City has not previously given Notice of an earlier discretionary approval of the project, the Planning Commission's adoption of this Motion, Resolution, Discretionary Review Action or the Zoning Administrator's Variance Decision Letter constitutes the approval or conditional approval of the development and the City hereby gives **NOTICE** that the 90-day protest period under Government Code Section 66020 has begun. If the City has already given Notice that the 90-day approval period has begun for the subject development, then this document does not re-commence the 90-day approval period.

I hereby certify that the Planning Commission **ADOPTED** the foregoing Motion on November 2, 2017.

Jonas P. Ionin
Commission Secretary

AYES:

NAYS:

ABSENT:

ADOPTED:

EXHIBIT A

AUTHORIZATION

This authorization is for a conditional use to establish an Outdoor Activity Area in the rear of the existing building for use by a proposed Restaurant (dba "Cultivar"), located at 2379 Chestnut Street, Block 0936, Lot 018C pursuant to Planning Code Sections 303 and 711 within the **NC-2 (Neighborhood Commercial, Small Scale) Zoning District** and the **40-X** Height and Bulk District; in general conformance with plans, dated **March 30, 2016** and stamped "EXHIBIT B" included in the docket for Case No. **2016-002754CUA** and subject to conditions of approval reviewed and approved by the Commission on **November 2, 2017** under Motion No. **xxxxx**. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on **November 2, 2017** under Motion No. **xxxxx**.

PRINTING OF CONDITIONS OF APPROVAL ON PLANS

The conditions of approval under the 'Exhibit A' of this Planning Commission Motion No. **xxxxx** shall be reproduced on the Index Sheet of construction plans submitted with the Site or Building permit application for the Project. The Index Sheet of the construction plans shall reference to the Conditional Use authorization and any subsequent amendments or modifications.

SEVERABILITY

The Project shall comply with all applicable City codes and requirements. If any clause, sentence, section or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. "Project Sponsor" shall include any subsequent responsible party.

CHANGES AND MODIFICATIONS

Changes to the approved plans may be approved administratively by the Zoning Administrator. Significant changes and modifications of conditions shall require Planning Commission approval of a new Conditional Use authorization.

Conditions of Approval, Compliance, Monitoring, and Reporting PERFORMANCE

1. **Validity.** The authorization and right vested by virtue of this action is valid for three (3) years from the effective date of the Motion. The Department of Building Inspection shall have issued a Building Permit or Site Permit to construct the project and/or commence the approved use within this three-year period.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

2. **Expiration and Renewal.** Should a Building or Site Permit be sought after the three (3) year period has lapsed, the project sponsor must seek a renewal of this Authorization by filing an application for an amendment to the original Authorization or a new application for Authorization. Should the project sponsor decline to so file, and decline to withdraw the permit application, the Commission shall conduct a public hearing in order to consider the revocation of the Authorization. Should the Commission not revoke the Authorization following the closure of the public hearing, the Commission shall determine the extension of time for the continued validity of the Authorization.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

3. **Diligent Pursuit.** Once a site or Building Permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion. Failure to do so shall be grounds for the Commission to consider revoking the approval if more than three (3) years have passed since this Authorization was approved.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

4. **Extension.** All time limits in the preceding three paragraphs may be extended at the discretion of the Zoning Administrator where implementation of the project is delayed by a public agency, an appeal or a legal challenge and only by the length of time for which such public agency, appeal or challenge has caused delay.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

5. **Conformity with Current Law.** No application for Building Permit, Site Permit, or other entitlement shall be approved unless it complies with all applicable provisions of City Codes in effect at the time of such approval.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

DESIGN – COMPLIANCE AT PLAN STAGE

- 6. Garbage, composting and recycling storage.** Space for the collection and storage of garbage, composting, and recycling shall be provided within enclosed areas on the property and clearly labeled and illustrated on the building permit plans. Space for the collection and storage of recyclable and compostable materials that meets the size, location, accessibility and other standards specified by the San Francisco Recycling Program shall be provided at the ground level of the buildings.

For information about compliance, contact the Case Planner, Planning Department at 415-575-9177, www.sf-planning.org

MONITORING - AFTER ENTITLEMENT

- 7. Enforcement.** Violation of any of the Planning Department conditions of approval contained in this Motion or of any other provisions of Planning Code applicable to this Project shall be subject to the enforcement procedures and administrative penalties set forth under Planning Code Section 176 or Section 176.1. The Planning Department may also refer the violation complaints to other city departments and agencies for appropriate enforcement action under their jurisdiction.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

- 8. Revocation due to Violation of Conditions.** Should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor and found to be in violation of the Planning Code and/or the specific conditions of approval for the Project as set forth in Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

OPERATION

- 9. Hours of Operation.** Use of the Outdoor Activity Area shall be limited to the following days and times: Sunday 9:00 AM to 9:00 PM, Monday-Wednesday 11:00 AM to 9:00 PM, Thursday 11:00AM to 9:30PM, Friday 11:00 AM to 10:00 PM, and Saturday 9:00 AM to 10:00 PM. Staff may remain in the facility as necessary for cleaning and other duties related to the operations of the Outdoor Activity Area one hour past the closing hour stated above. No employees may be in the Outdoor Activity Area after the clean-up time.

For information about compliance, contact the Case Planner, Planning Department at 415-575-9177, www.sf-planning.org

- 10. Garbage, Recycling, and Composting Receptacles.** Garbage, recycling, and compost containers shall be kept within the premises and hidden from public view, and placed outside only when

being serviced by the disposal company. Trash shall be contained and disposed of pursuant to garbage and recycling receptacles guidelines set forth by the Department of Public Works.

For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 415-554-5810, <http://sfdpw.org>

- 11. Sidewalk Maintenance.** The Project Sponsor shall maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and Sidewalk Maintenance Standards.

For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works, 415-695-2017, <http://sfdpw.org>

- 12. Noise Control.** The premises shall be adequately soundproofed or insulated for noise and operated so that incidental noise shall not be audible beyond the premises or in other sections of the building and fixed-source equipment noise shall not exceed the decibel levels specified in the San Francisco Noise Control Ordinance. Recorded or live music or amplified sound shall be prohibited in the outdoor space.

For information about compliance with the fixed mechanical objects such as rooftop air conditioning, restaurant ventilation systems, and motors and compressors with acceptable noise levels, contact the Environmental Health Section, Department of Public Health at (415) 252-3800, www.sfdph.org

For information about compliance with the construction noise, contact the Department of Building Inspection, 415-558-6570, www.sfdbi.org

For information about compliance with the amplified sound including music and television contact the Police Department at 415-553-0123, www.sf-police.org

- 13. Noise Reduction Techniques.** With respect to the construction of the Outdoor Activity Area and the features surrounding such area, the Noise Reduction Techniques outlined in the Outdoor Space Noise Analysis completed by Charles M. Salter Associates (attached herein as Exhibit C) shall be implemented.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

- 14. Odor Control.** While it is inevitable that some low level of odor may be detectable to nearby residents and passersby, appropriate odor control equipment shall be installed in conformance with the approved plans and maintained to prevent any significant noxious or offensive odors from escaping the premises.

For information about compliance with odor or other chemical air pollutants standards, contact the Bay Area Air Quality Management District, (BAAQMD), 1-800-334-ODOR (6367), www.baaqmd.gov and Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

11/1/2017 Emailed this letter to each commissioner
+ Carly Grob

Received at CPC Hearing 11/2/17

C-Grob

November 2, 2017

Dear Planning Commissioners:

As a 35 years resident of North Beach, Co-Founder of North Beach Tenants Committee, and Housing Organizer/advocate for seniors and people with disabilities, I am obligated to register my opposition to the proposed hotel on the corner of Columbus Avenue and Bay Street.

A hotel of any kind on this site, but especially this particular brand of "Moxy" is inappropriate for this neighborhood and community. A hotel, and especially one of this design, that would share walls with the homes of seniors and people with disabilities is incompatible.

A hotel on the south side of Bay Street is crossing a boundary into a residential neighborhood, a boundary that has served our children as a line not to cross because crossing to the northern side of Bay Street means "hotel row" begins—a transient harbor area.

I worry that in allowing this breach into our residential zone will, number one, set a very negative precedent in future projects, which should not be allowed to happen. This is a commercial interest that adds nothing in terms of community benefits, but rather, negatively impacts families along this street, a preschool and the seniors and people with disabilities who live right there.

What amount of parking will be removed, and how will that impact these residents? Where and how will deliveries be made to the hotel to serve the 75-plus temporary visitors? The comings and goings of a large number of people—what form of transportation will they arrive in? And how will this impact the flow of human traffic just trying to go about their daily life? A better fit would be permanent neighbors.

I would support multi-national, multi-billionaire, Marriot International building housing for service workers and retail workers at Fisherman's Wharf. This workforce serves the travel industry, are lower wage earners, and over 45% of these workers have been forced out of our neighborhood, out of San Francisco, are not now travelling from the East bay to their long time jobs on the wharf. Building housing for them would benefit the tourist industry in a way that would not impact our community negatively. In fact, having permanent neighbors that also work nearby means greater connection to community: *The Workforce neighbor can pick up a carton of milk or a loaf of bread for neighbor residents and the senior could babysit for a working couple. Community.* Building a hotel here is crossing a line, a fixed line between North Beach and Fisherman's Wharf, and a line separates residential community life from commercial-only interests.

A hotel on this site will only hurt the immediate neighbors and our community as a whole.

Thank you for carefully considering the concerns of our community and not crossing a line.

Sincerely,



Theresa Flandrich

North Beach Tenants Committee

Received at CPC Hearing 11/2/17

C. Gomez

October 26, 2017

Dear Commissioners,

This letter is in support of the hotel project at 1196 Columbus. Our union supports this project as it comes with a guarantee of quality jobs for its employees and with a guarantee that it will be built with union labor. We urge you to support this project at the upcoming hearing on November 2.

The first time this project came before you, it bore significant differences from the project that will be presented to you on November 2. The project sponsors have changed the proposed brand of the hotel, dropping the "Moxy" flag in favor of a more family- and business- friendly brand. A change of brand at this late date is the first that I have heard of in my time researching hotel projects in San Francisco and San Mateo Counties. The project sponsor has also removed any programming from the rooftop and has eliminated the bar from its ground-floor concept as well. These changes, including the significant change of hotel brand, were accomplished in response to strong concerns from neighbors at the October 5 hearing, and were put into place less than two weeks after the hearing.

It is our union's firm belief that hotels that come without a guarantee of good jobs are bad for any neighborhood in any city, and should be rejected. The benefits brought to a community with a promise of union jobs, however, is significant. Having a union job makes a difference for workers at all wage levels, but it is for workers in the bottom 20 percent of earnings for whom union membership makes the biggest difference. A report by the Economic Policy Institute found that workers in the bottom 20 percent of earnings see a wage increase of nearly 20 percent when they join a union. Workers represented by Local 2 earn a living wage and have health care and retirement benefits that allow them to work and retire with dignity.

Five hotel projects are expected to come before you in November, and each time we will be asking you to consider the project will uplift the community by providing good jobs, or drag down the community by providing low-paid jobs with inadequate benefits. The hotel at 1196 Columbus comes with guarantees for good jobs for those who will build the hotel and those who will eventually staff the hotel. We ask you to find that this project is a benefit to the neighborhood and to support it on November 2.

I would be happy to engage in further conversations with all of you; my phone is 415.864.8770, ext. 763; my email is cgomez@unitehere2.org.

Best,

Cynthia Gómez
Research Analyst
UNITE HERE, Local 2

C. Grob

Grob, Carly (CPC)

From: Theresa Flandrich <theresa@sdaction.org>
Sent: Wednesday, November 01, 2017 4:41 PM
To: Secretary, Commissions (CPC); Rich Hillis; Rodney Fong; Richards, Dennis (CPC); Kathrin Moore; Johnson, Christine (CPC); Kathrin Moore; myrna melgar; Koppel, Joel (CPC)
Cc: Grob, Carly (CPC)
Subject: Case nr> 2014-002849CUA -MOXY Hotel

Dear Planning Commissioners:

As a 35 year resident of North Beach, Co-founder of North Beach Tenants Committee, and Housing Organizer/Advocate for seniors and people with disabilities, I am obligated to register my opposition to the proposed hotel on the corner of Columbus Avenue and Bay Street.

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I worry that in allowing this breach into our residential zone will number one, set a very negative precedent in future projects, which should not be allowed to happen. This is a commercial interest that adds nothing in terms of community benefits, rather, negatively impacts families along this street, a preschool and the seniors and people with disabilities who live right there.

What amount of parking will be removed, and how will that impact these residents? Where and how will deliveries be made to the hotel to serve the 75 plus temporary visitors? The comings and goings of a large number of people? in what form of transportation will they arrive in? And how will this impact the flow of human traffic just trying to go about their daily life?

A better fit would be permanent neighbors.

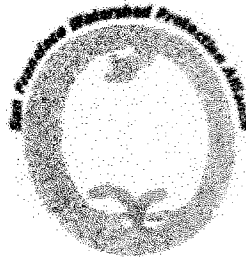
I would support multi-national, multi-billionaire, Marriot International building housing for service workers, retail workers, at Fishermans Wharf. This workforce serves the travel industry, are lower wage earners, and over 45% of these workers have been forced out of our neighborhood, out of San Francisco, and are now travelling from the East Bay to their long time jobs on the wharf. Building housing for them would benefit the tourist industry in a way that would not impact our community negatively. In fact, having permanent neighbors that also work nearby means greater connection to community: The workforce neighbor can pick up a carton of milk or a loaf of bread for neighbor residents and the senior could babysit for a working couple. Community.

Building a hotel here is crossing a line, a fixed line between North Beach and Fishermans Wharf, and a line separates residential community life from commercial only interests. A hotel on this site will only hurt the immediate neighbors and our community as a whole.

Thank you for carefully considering the concerns of our community and not crossing a line.

--
Theresa Flandrich
theresa@sdaction.org

J. Horn



San Francisco Watershed Protection Alliance
1511 44th Ave
San Francisco, CA 94122
Association Reg. No. #13759

San Francisco Planning Commission

Esteemed Commissioners:

The San Francisco Watershed Protection Alliance respectfully submits the following recommendations on Case No. 2015-009053CUA for the public record:

Recommendation in re 2015-009053CUA: ***Deny Conditional Use Authorization***

The Outer Sunset/Parkside neighborhoods have become sensitized to the threat of overdevelopment especially in areas in or near the Coastal Zone. Neighbors have publicly and vocally stated their opposition to the programs which would add population density and create additional negative infrastructure impacts.

My family and I live a few blocks away on 44th Ave and are some of those concerned.

Objections to the proposed Conditional Use are as follows:

- 1) Project is out of scale, not in character for the neighborhood. The project will add the equivalent of 3/4's of a block of housing on one corner of the Avenue. The project is four stories in height and is not directly on a transit line. Thus, it is double the height of nearby buildings, with the exceptions of churches. Churches, as significant places where the community congregates to worship, are not fair comparisons to townhouses for wealthy real estate speculators. The project is inconsistent with the architecture of the area. Plans clearly indicate this.

2) The current tenant of the location is an automotive service station. Owner(s) have consistently priced their gasoline at upwards of 25 cents/gallon more than surrounding stations and have rented space to rideshare Uber/Getaround who along with others in this disruptive industry have put 45,000 additional cars per day on SF streets. It seems that the owner(s) deliberately planned to take a loss on potential sales and align themselves with corporate interests in an unprofitable scheme to satisfy the terms required by Conditional Use.

3) At present, the city has an agreement with the EPA which allows the City to pollute the Bay and Ocean with discharges of both secondary and only primarily treated sewerage. The City has not honored its commitment to add permeable surfaces to reduce runoff into the combined sewer system in violation of the terms of the NPEDS permit. This past rainfall year saw a record number of combined sewer overflows into our Pacific Ocean. Removal of the station will add a small permeable space on the south side but will result in net increases of flow to the system by adding 15 households.

4) The Sunset has recently become, like Lower Market, the land of shuttered storefronts. Additional high-rent commercial space is unnecessary. A similar residential over commercial project on Sloat near Great Highway has sputtered and is currently reported to be in a bulk sale proceeding. Concerns are that this project on Lawton will fare similarly as the winds of finance blow and neighbors will face a toxic hole in the ground for years, or a zombie building that epitomizes the blight of dullness that has swept the City.

5) Finally, the Environmental Assessment is inadequate. Soil studies are years old and there is no recently known quantification of potentially toxic/carcinogenic/mutagenic petroleum products and by-products in the ground which will be excavated. These toxins will enter our groundwater and may be mixed in with the potable supply.

Thank you for taking the time to review these concerns.

Sincerely,

Mike Murphy, Director, San Francisco Watershed Protection Alliance

Received at CPC Hearing

11/2/17

M. Woods

Academy of Art University Institutional Master Plan

Presentation to the
San Francisco Planning Commission

November 2, 2017



ACADEMY of ART UNIVERSITY

FOUNDED IN SAN FRANCISCO 1929

Where Are We in the Process?

- IMP accepted in 2011
- Two-year IMP updates filed in 2013 and 2015
- EIR/ESTM approved in July 2016
- Term Sheet for Global Resolution signed Nov. 15, 2016
- Application for Development Agreement filed Dec. 19, 2016
- Updated IMP filed May 1, 2017 (supplemented July 3 and Oct. 13)
- Next steps:
 - Development Agreement and CEQA review





Core Components of the IMP

- **Future growth directed to the Van Ness Avenue “campus cluster” .**
- **New student housing to meet demand.**
- **Efficient campus transportation system.**

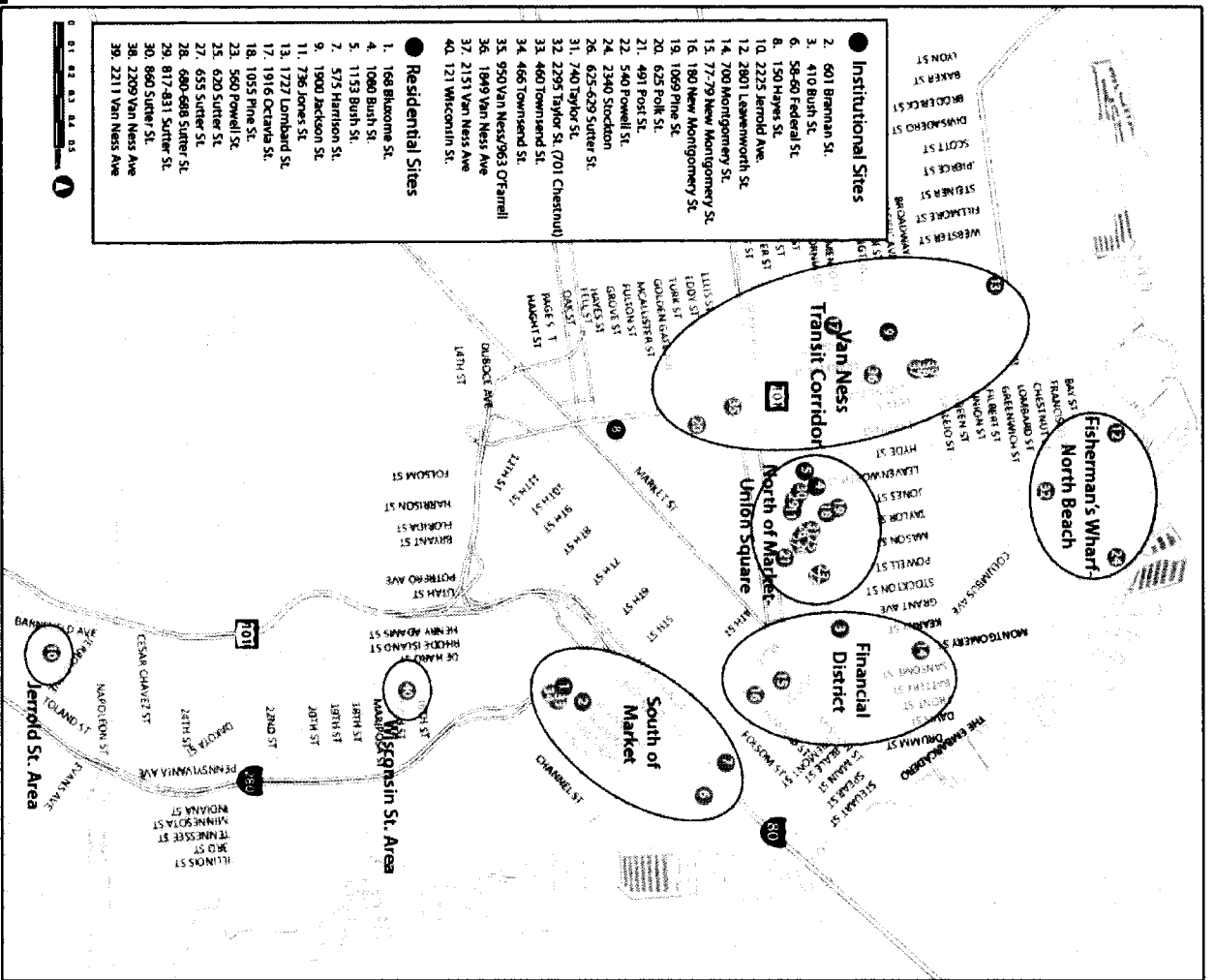


Changes to the Campus

- Academy will vacate five of its existing campus buildings.
- Academy will relocate to three existing (non-Academy) buildings.
- Roughly “net neutral” exchange of square footage.
- Net gain of 117 beds of student housing.
- **Result = consolidation of academic programs and student housing in the Van Ness “campus cluster”.**

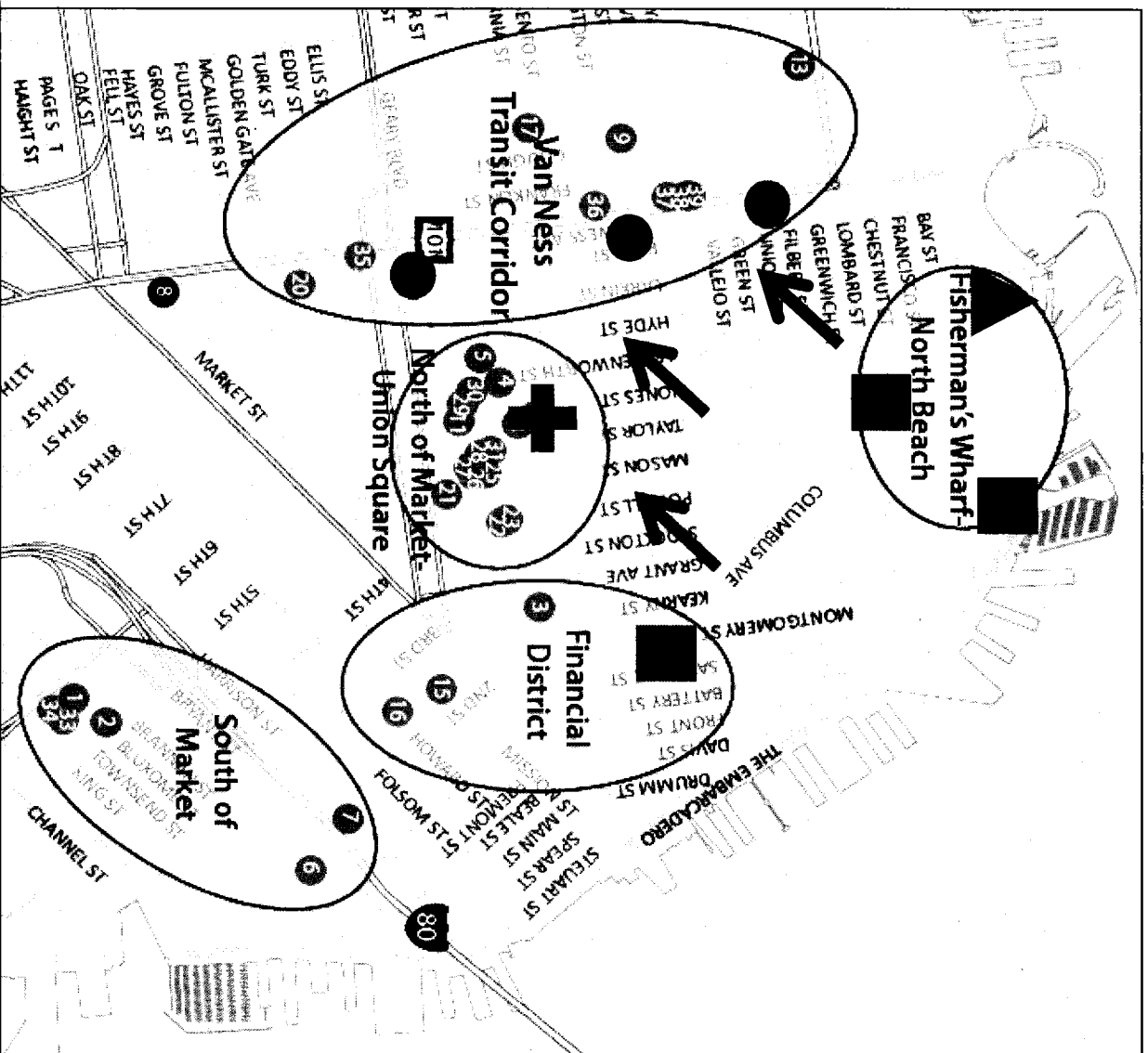


Existing Campus



Planned Campus

- New AAU site
- ▲ Modified AAU site
- Vacated AAU site
- ✚ Affordable housing





Enrollment and Student Housing

- On-site enrollment has steadily declined since peak in 2011.
 - Economy has recovered; strong job market.
 - Market demand for online programming.
 - EIR projections are conservative.
- Future enrollment growth is “metered” by housing benchmarks.
- Conversion of 2550 Van Ness will add more student housing.





Efficient Campus Transportation

- Comprehensive shuttle system updates in 2010 and 2014.
- Transportation Management Plan (TMP) approved by the City in July 2016.
- Several diesel shuttles replaced with lower emission vehicles.
- New air filters installed on all buses.





Next Steps

- Academy and City working together to complete the Development Agreement and CEQA review.



Academy of Art University Institutional Master Plan

Presentation to the
San Francisco Planning Commission

November 2, 2017



ACADEMY *of* ART UNIVERSITY

FOUNDED IN SAN FRANCISCO 1929

Received at CPC Hearing 11/2/17
B. Benita

RH-1 Homes in District 8

- There are 3261 RH-1 homes and of these, 73% fall under the FAR of 0.70

RH-2 Homes in District 8

- There are 6696 RH-2 homes – 4448 or 66% are Single Family and 2248 or 34% are 2-unit buildings
- 64% of Single Family RH-2 and 41% of 2-unit RH-2 buildings fall under the FAR of 0.70
- 172 or ONLY 3% of ALL Single Family RH-2 homes are at FAR of 1.0
- 356 or ONLY 8% of ALL Single Family RH-2 homes are above FAR of 1.0 – growing mass but NOT adding units
- 22 or ONLY 0.9% of ALL 2-unit RH-2 buildings are within a tenth of the FAR of 1.8
- 31 or ONLY 1% of ALL 2-unit RH-2 buildings are above FAR of 1.8

Analysis of Existing FARs in District 1

Inner Richmond Neighborhood

Total of 3766 homes

RH-1 Homes – 389 homes with the following FARs

- 151 RH-1 homes fall between 0.3 and 0.69 – 38%
- 173 RH-1 homes fall between 0.70 and 0.99 – 44%
- 46 RH-1 homes fall between 1.0 and 1.24 – 11%
- 16 RH-1 homes fall between 1.25 and 1.57 – 4%
- 3 RH-1 homes fall between 1.61 and 1.86 – 0.07%

RH-1(D) Homes – 33 homes with the following FARs:

- 6 RH-1(D) homes fall between 0.57 and 0.69 – 18%
- 18 RH-1(D) homes fall between 0.70 and 0.95 – 54%
- 6 RH-1(D) homes fall between 1.0 and 1.23 – 18%
- 3 RH-1(D) homes fall between 1.26 and 1.40 – 9%

RH-2 Homes – 3075 homes with the following FARs:

- 916 RH-2 homes fall between 0.23 and 0.69 – 29%
- 1081 RH-2 homes fall between 0.70 and 0.99 – 35%
- 699 RH-2 homes fall between 1.0 and 1.24 – 22%
- 265 homes fall between 1.25 and 1.50 – 8%
- 113 homes fall between 1.51 and 2.59 – 3%
- Only one RH-2 home stands at an FAR of 4.17

RH-3 Homes – 269 homes with the following FARs:

- 84 RH-3 homes fall between 0.21 and 0.69 – 31%
- 76 RH-3 homes fall between 0.70 and 0.99 – 28%
- 43 homes fall between 1.0 and 1.24 – 15%
- 42 homes fall between 1.25 and 1.50 – 15%
- 23 homes fall between 1.51 and 1.98 – 8%
- Only one RH-3 home stands at an FAR of 10.8

Outer Richmond Neighborhood

Total of 5428 homes

RH-1 Homes – 568 homes with the following FARs

- 399 RH-1 homes fall between 0.25 and 0.69 – 70%

Analysis of Existing FARs in District 1

- 128 RH-1 homes fall between 0.70 and 0.99 – 22%
- 30 RH-1 homes fall between 1.0 and 1.24 – 5%
- 11 RH-1 homes fall between 1.25 and 1.83 – 1%

RH-2 Homes – 4703 homes with the following FARs:

- 2404 RH-2 homes fall between 0.17 and 0.69 – 51%
 - 2260 of these are Single Family homes
- 1207 RH-2 homes fall between 0.70 and 0.99 – 25%
 - 872 of these are Single Family homes
- 635 RH-2 homes fall between 1.0 and 1.24 – 13%
 - 176 of these are Single Family homes
- 301 homes fall between 1.25 and 1.50 – 6%
 - 52 of these are Single Family homes
- 156 homes fall between 1.51 and 2.66 – 3%
 - 10 of these are Single Family homes

RH-3 Homes – ONLY 26

Seacliff Neighborhood

Total of 133 RH-1 and RH-2 homes

- 67 homes fall between 0.3 and 0.68 – 50%
- 46 homes fall between 0.71 and 0.99 – 34%
- 13 homes fall between 1.0 and 1.25 – 9%
- 7 homes fall between 1.26 and 1.87 – 5%



Fitzhugh Building was demolished 40 years ago because it was felt that Union Square needed to have a Saks to remain competitive with the suburbs. This motivated Commission approval back then.

Retail has changed as is well known and is perhaps best illustrated by the amount of cardboard in the blue recycle bins.

It is probably true that for architectural reasons and economic reasons, SF would be better off not only with the historic office space, but also the small retail stores along Post Street.

The Commission is facing a parallel situation in 2017, by giving up a Planning Code definition of Demolition for the RHs.

Residential buildings have already been demolished without Commission review due to problems with Tantamount To Demolition.

Without a workable and fair definition of TTD to allow *reasonable* change even more housing will be lost.

TTD must be improved not abandoned.

Existing Housing = Affordable Housing.

Georgia Schuttish



Received at CPC Hearing 11/2/17
Ti Chang

Housing License Agreement 2015 – 2016

INTRODUCTION

Academy of Art University Housing system includes any living accommodations owned or leased by the University which provides housing each term to eligible students. All students must conduct themselves in a manner consistent with the University's expectations, as stated in the Student Code of Conduct, this Housing License Agreement, and any and all other applicable University policies, procedures, supplemental agreements, rules and regulations.

Academy of Art University campus housing program is managed by Century Campus Housing Management L.P. dba Campus Living Villages (the "Manager"), 1001 Fannin, Suite 1350, Houston, Texas 77002, (713) 871-5100., <http://www.campuslivingvillages.com/>.

PART I: TERM OF LICENSE

The term of this license is for the Fall 2015 and Spring 2016 semesters – **one FULL academic year**. Move-in dates and the start of classes are published by the University in advance and available on the University's website at www.academyart.edu.

- Any student enrolled at the University who has signed this license will be held financially liable for their residence hall assignment for the entire term indicated in this contract.
- Any student who has picked up his or her room and/or building keys at any time during the Fall 2015 or Spring 2016 semesters will be held financially liable for his or her residence hall assignment for the entire term indicated in this contract. Residence hall buildings open and close on the University's published opening and closing dates.

PART II: TERMS AND CONDITIONS

- A.) This Housing License Agreement (the "Agreement") is entered into between the individual student named on this Agreement (the "Student") and Academy of Art University (the "University").
- B.) This Agreement is for **BOTH** the Fall and Spring semesters of the 2015 - 2016 academic year. Residence hall services, including access to the assigned room, begin on the designated opening day and end within 24 hours after the Student's last final exam, but no later than 12:00 p.m. on the published last final exam day at the University. The bed space and/or room and dining service under the license provided by this Agreement may not be sold, loaned, assigned, subleased, or transferred to any other person. This Agreement will not be accepted or processed unless the student is accepted to the University.
- C.) **ELIGIBILITY:** Housing is provided only to students enrolled full-time and onsite as determined by the Office of the Registrar. Part-time and/or non-degree students are not eligible to live in campus housing unless permission is granted by the Director of Housing or his/her designee. A student who withdraws from the University, is academically dismissed, or who is dismissed for disciplinary reasons must vacate housing within 24 hours of written notice to terminate Student's license under this Agreement.
- D.) **LICENSE:** This Agreement grants Student permission to use a bed space within a University residence hall during the Fall and Spring semesters of the 2015 – 2016 academic year, on the applicable start and end dates determined by the University. It is understood and agreed by Student and the University that this Agreement is a license and not a lease, and that no lease nor any other interest or estate in real property is created by this Agreement; nor are there any covenants, express or implied, such as a covenant for quiet enjoyment, created by this Agreement that are not otherwise expressly contained in this Agreement. Student is further informed and acknowledges that his or her room, which includes a room, apartment, and/or suite, does not constitute a Rental Unit as defined by the San Francisco Rent Stabilization and Arbitration Ordinance ("Rent Ordinance") or the regulations promulgated pursuant to the Rent Ordinance (San Francisco Administrative Code Section 37.2(r)(3) states that "rental units" shall not include housing accommodations in dormitories owned and operated by an institution of higher education). As such, the University may terminate the Student's license to use the room upon 24-hours written notice to Student under the terms of this Agreement and without alleging just cause under the Rent Ordinance. Any necessary eviction action shall be brought pursuant to Code of Civil Procedure Section 1161(1).
- E.) **NO LANDLORD/TENANT RELATIONSHIP:** Student acknowledges that this Agreement is intended to create a license to use the residence and dining services provided by this Agreement and that this Agreement does not to create a landlord and tenant relationship. Student hereby acknowledges that he/she does not possess any rights as a tenant hereunder and hereby waives any rights of a tenant under federal, state, or local landlord/tenant laws, and waives any and all notices that a landlord would otherwise be required to provide a tenant to terminate any such tenancy. The sole right of Student to

use an assigned room and use residence and dining services shall be based upon the revocable license granted under this Agreement.

F.) USE OF RESIDENCE HALLS:

1. Generally, residence halls remain open during Thanksgiving and spring breaks and close during winter & summer breaks. Intersession housing is available during semester break periods. If Student requires intersession housing during winter break, he or she must file an intersession request form, be approved by the University's Department of Housing, and pay intersession fees. Acceptable reasons for an intersession housing request include: international student with travel restrictions, intercollegiate athlete whose sport is competing during the intersession, enrollment in intersession classes or extenuating circumstances. Student will be required to provide documentation in support of the intersession housing request. This Agreement does not allow the use of a room during the University's summer period unless the summer period is specifically included in the "Academic Term of License" section above.
2. Student must vacate his or her room at the close of the academic year in accordance with the University's published schedules. All personal property of Student must be removed from all residential areas by 12:00 p.m. on the day of check-out.
3. **Check-In/Check-Out:** Check-in and check-out procedures include completing all appropriate paperwork (including the Room Condition Form) within 48 hours of moving in and pick up or return of keys. Student may not check in earlier than the designated check-in date for the Fall or Spring semesters. Early or late check-in or late check-out may result in financial penalties. When Student is checking out, he or she must remove all personal items and rubbish from his or her room (see "Abandonment" under Section CP.19 below), leave the room clean, and have a University staff member inspect the room and collect keys before departure. Students will be billed for excess cleaning, removal of personal property, and loss of or damage to University property. Failure to follow these procedures may result in disciplinary action by the University.
4. **Condition of Premises:** Within 48 hours after move-in, Student must report to the University in writing any existing defects or damages to Student's room; otherwise, the room, including all fixtures, appliances and furniture therein, if any, will be considered to be in a clean, safe and good working condition and Student will be responsible for defects or damages that may have occurred before he/she used the room. Except for any existing defects or damages reported by Student to the University in writing, Student accepts the room, including all fixtures, appliances, and furniture therein, if any, in their "as-is" condition, with all faults and imperfections. The University makes no express warranties, and disclaims any and all implied warranties, with regard to the premises, room, fixtures, appliances, and furniture.
5. **Early Move-Out:** Students who move out before the ending date will be financially responsible for the Agreement until the published ending date unless there is an "acceptable reason" for early move out as specified under section "Acceptable Reasons for Cancellation" below. Student must notify Housing staff before he or she moves out and must coordinate a check-out time with Housing staff.

G.) RATES: Room and meal plan rates are set by the University and subject to change. The actual amount due from Student is based upon the type of room as specified in published rate sheets. Payment is due upon the published due date on or before the license start date applicable to each semester and in full prior to moving in. This section shall survive termination of this Agreement.

H.) USE OF DEPOSIT: The deposit submitted with the Agreement is \$500. This \$500 deposit is applied as a \$350 refundable security deposit and a ***\$75 per semester, non-refundable, mandatory building maintenance fee***. If it is determined that Student is responsible for room or common area damages and/or cleaning fees, the deposit will be applied to those charges at the time the charges are assessed. It is the sole responsibility of Student to maintain a minimum of \$500 in the Student's deposit account at the beginning of the fall semester and \$250 at the beginning of the spring and summer semesters, even if that requires additional funds to be deposited during the term of this Agreement. All new students are required to pay the initial \$500 security deposit. If the University approves or grants a deferral of the deposit at the time of application, Student remains liable for the payment of the deposit in accordance with this Agreement.

I.) EXPIRATION, REVOCATION, AND CANCELLATION OF LICENSE:

This is a legally binding contract. By signing this Agreement, Student assumes responsibility for the terms and conditions outlined herein. This Agreement is effective on the start date. All charges will continue unless or until the University agrees, in writing, to terminate the Agreement. This section shall survive termination of this Agreement.

- **CANCELLATION OF AGREEMENT BY STUDENT PRIOR TO START DATE:** If Student fails to cancel in writing prior to the cancellation deadlines set forth below, he or she will be held to the full terms of the Agreement, including liability for full payment of fees for both Fall and Spring semesters, regardless of whether Student is enrolled in classes at the University.
- **ACCEPTABLE REASONS FOR CANCELLATION:** Student may only cancel this Agreement after the starting date if Student meets the acceptable reasons for an early check-out and receives an approved written release by the University from the Agreement. Acceptable reasons include: early graduation after Fall semester, marriage or

domestic partnership (occurring after residence hall opening), extreme financial hardship, extenuating medical circumstances, academic internship, or student-for-student exchange. Supporting documentation will be required. Release approval will be based on the University's sole discretion.

- **OTHER CANCELLATIONS OF AGREEMENT BY STUDENT:** Unless otherwise noted in this Agreement, Student may not cancel this Agreement for divorce, loss of roommate, non-extenuating medical circumstances, or any other reason other than death, unless agreed to in writing by the University. Student may have special statutory rights to cancel the Agreement early in certain situations involving family violence or military deployment or transfer. If Student is a member of the Armed Forces on active duty and receives a change-of-station orders to permanently leave the local area; is relieved from active military duty; or is a national guard or reservist called to active duty, then Student may cancel this Agreement by giving written notice to the University and providing a copy of the official orders.
 - **CANCELLATION CHARGES:** If Student cancels, but not due to one of the acceptable reasons specified above, he or she will incur charges for breaching the Agreement. Charges are calculated based on the daily room rate for the assigned room and are charged for the number of days spent at the University prior to cancellation and/or move-out, whichever occurs first. Any refunds due to Student will be processed. Total charges will not exceed the semester room rate. If Student fails to meet the approved and acceptable reason for early move-out, he/she is responsible to pay charges until the ending date of the Agreement, and all amounts due will be immediately accelerated.
 - **CANCELLATION DEADLINES: FALL SEMESTER:** Student may cancel this Agreement without additional financial penalty if he/she notifies the University's Department of Housing in writing by **WEDNESDAY, JULY 1, 2015**. A Student who cancels this Agreement after **WEDNESDAY, JULY 1, 2015** or after submission, but before the start date of this Agreement, will be charged a \$500 cancellation fee. The deposit will be applied to the \$500 cancellation fee.
 - **CANCELLATION DEADLINES: SPRING SEMESTER:** Students *new to housing* in the spring semester may cancel this Agreement without additional financial penalty if he/she notifies the Department of Housing in writing ten (10) days from the date of this Agreement. If Student cancels after the ten (10) day period or after submission but before the start date of this Agreement, he/she will be charged a \$500 cancellation fee.
- **PETITION OF RELEASE AFTER AGREEMENT START DATE:** If Student has completed this Agreement and has begun using his/her room, but wishes to cancel for the upcoming semester and/or academic year, he/she may submit a **Petition of Release** form to the University's Housing Department. If the University's Housing Department is able offer Student a release from this Agreement, Student will be required to forego his or her remaining deposit. If the Housing Department is unable to approve Student's Petition of Release, then Student will continue to be held financially responsible for all housing charges for the entirety of this Agreement.
- **LICENSE TERMINATION BY UNIVERSITY:** The University may, at the University's sole discretion, terminate Student's license to use Student's room upon 24-hours written notice to Student. The University shall terminate Student's license for the following reasons: if Student fails to maintain full-time enrollment status at the University, withdraws from the University, is academically dismissed, is dismissed for disciplinary reasons, violates any term of this Agreement, violates the Student Code of Conduct, or violates any other applicable University policies, procedures, supplement agreement, or rules or regulations. If the University revokes the license granted under this Agreement for these defined reasons, Student will be held responsible for the full charges due under this Agreement. If Student has had his/her license revoked, he/she will no longer be permitted in any of the housing facilities owned or leased by the University.

A Student who is granted early release from the Agreement for any reason or whose license has been revoked by the University will forfeit their \$500 deposit. The University reserves the right to apply the \$500 deposit to any outstanding tuition or fee balances before initiating collection proceedings.

- J.) **REFUND POLICY:** No refund of the charges due under this Agreement will be given to Student for any reason after the start date. If Student vacates his/her room without written approval, is released due to disciplinary actions(s), is academically dismissed, is dismissed due to outstanding debts owed to the University, or withdraws voluntarily from the University, he/she will not be reimbursed.
- K.) **COSTS AND FEES:** In the event the University brings an action against Student because of his or her violation of this Agreement, the University may recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment. This section shall survive termination of this Agreement.
- L.) **ROOM ASSIGNMENTS:** This Agreement provides Student with a bed space in campus housing or University-sponsored housing only; it does not guarantee a specific building, room, rate, number of roommates, or choice of roommate(s).

Student is informed and acknowledges that this Agreement does not grant Student exclusive use of any room, or portion thereof, and that the University, its employees, and agents reserve the right to enter any room at any time (see "Right of Entry/Inspection" under Section CP.18 below). The University reserves the right to change room assignments, assign a new roommate, or reassign a current Student to any available bed space at any time, and/or consolidate vacancies in the interest of health, occupancy, or for general welfare, in which event Student's account will be credited or charged the difference in room rate.

- **Room Changes:** Requests for room assignment changes will not be accepted during the first ten (10) days of each semester. Thereafter, Student must submit requests for assignment changes in writing to the University's Housing Department. Every attempt will be made to honor requests; however, no guarantees can be made.
- **Space Usage:** Any behavior(s) by Student that infringes upon the rights or space usage of room/apartment/suite-mates is strictly prohibited and will result in disciplinary action. In addition, if such behavior(s) result in the use by Student of additional space or a private room, Student may be charged for such additional space.

M.) DISABILITY/HEALTH RELATED ACCOMMODATIONS: If Student is requesting disability/health related accommodations, he/she must contact the University's Department of Housing at (415) 618-6335 to discuss requests and required documentation. Individual requests will be reviewed on a case-by-case basis. If Student is approved for such an accommodation, all terms and conditions of this Agreement will apply unless specifically stated otherwise in writing by the University.

N.) ROOMMATE ASSIGNMENT: If Student does not match with a roommate through the self-assignment process, a person comparable to Student's gender and age group will have the ability to assign himself or herself to Student's same room or apartment, or will be assigned by the University's Housing Department.

- **Self-Assignment Period:** During the designated Self-Assignment period, assignments and meal plans are completed by Student utilizing the Self-Assignment process which allows students to apply for a room, pay the full \$500 housing deposit, and select a room assignment online. Although a prospective Student may apply for a room up to a year in advance of the anticipated start date, the Self-Assignment process for the upcoming fall semester opens in late spring or early summer. Students who are new for the spring semester will be able to utilize the Self-Assignment process beginning in late fall or early spring. All students who have a completed this Agreement and who have paid the \$500 security deposit will receive an e-mail informing them of the dates and instructions for the Self-Assignment process.
- **Manual Assignments:** After the designated Self-Assignment period, room assignments and meal plans are completed by the University's Housing staff.

O.) DINING & MEAL PLANS: Meal plans are available to all students residing in campus housing. If Student is assigned to any of the following buildings, he/she is required to have a meal plan and will be required to select a meal plan during the Self-Assignment process or will be automatically billed for the Platinum Meal Plan if the Self-Assignment process has ended: International House (860 Sutter Street), Commodore (825 Sutter Street), Howard Brodie (655 Sutter Street), Auguste Rodin (1055 Pine Street), Clara Gil Stephens (620 Sutter Street). If Student chooses a meal plan, but does not live in a building requiring a meal plan, he/she may cancel or change his/her meal plan only until the University's published cancellation deadline at the beginning of each semester.

P.) UTILITIES AND SERVICES: The University shall pay for water, trash, electricity, Internet, and gas for Student's room. However, the University may, in its discretion, pass on to Student any charges for excessive use of the aforementioned utilities. The University may provide one or more telephone jacks on the premises, but Student shall be responsible for securing and paying for telephone service.

Q.) EMERGENCY CONTACTS: Student must provide emergency contact information for an individual or individuals who the University's Housing staff may contact in the event of an emergency or as the University Housing staff deems necessary, including if the University's Housing staff has been unable to contact Student for more than twenty-four (24) hours. The designated emergency contact individual should be a parent, guardian, or relative, when possible.

R.) HEALTH INSURANCE: The University requires that all students have health insurance coverage. If Student fails to report his or her health insurance information prior to move-in, Student will be required to purchase student health insurance. The University is not responsible for costs resulting from Student's wellness care expenses including hospital stays and/or ambulance transportation. **In incidences where Student's health has the potential to put other students at risk, the University retains the right to restrict Student's access to any residential areas until Student provides a written statement from a medical professional that Student's condition is not contagious or a danger to himself or herself or any members of the community.**

S.) NON WAIVER: The waiver of any breach of a term or condition of this Agreement shall not constitute a waiver of any subsequent breach.

PART III – COMMUNITY POLICIES

The University expects students to display honesty, integrity, and professionalism in every aspect of their behavior and work at the University. The University expects students to be mindful of their audience as they innovate through their art. Students are expected to respect themselves, other members of the University community, and the institution itself.

Students must follow all standards of conduct in these Community Policies, the University's Code of Conduct and this Agreement. Student is responsible for understanding and abiding by these policies, rules and regulations. Should Student choose to disregard any of the stated policies and/or guidelines of Student's community, elements of the Student Conduct Process may be exercised to hold Student accountable for his or her actions. In addition, Student is responsible for informing his/her guests of each policy and will be held accountable for guests' actions.

Failure to comply with community policies may lead to consequences such as but not limited to: educational assignments, housing probation, fine, restitution, revocation or termination of the license granted by this Agreement to use University campus housing. Administrative review of sanctions from a student conduct hearing is permitted and must first be addressed in writing to the University's Director of Housing (or designee). If Student is dissatisfied with this decision, a written appeal may be forwarded by mail to the Manager, Campus Living Villages, 1001 Fannin St., Suite 1350, Houston, Texas, 77002.

SAFETY & SECURITY

It is not possible the University or for the Manager to ensure "safety" or "security." The University's Department of Campus Safety & Security (CSS) provides safety services for the University's Campus Housing from time to time at their sole discretion. However, Student should not assume their presence. Student must promptly report any incident of theft, vandalism, or unsafe conditions to Academy of Art University CSS and the Housing Department. Please call the University CSS at (415) 618-3896 for non-emergencies or 911 to report any criminal activity.

The University's CCS provides an escort service each evening for persons who may be walking alone on campus. Please utilize this service by calling (415) 618-3896 or walk with a friend after hours. In accordance with the Crime Awareness and Campus Security Act of 1990, the University publishes crime statistics each year. The University cooperates with CSS in reporting crime information to make accurate statistics available.

Personal Security Awareness

No security system is fail-safe. Even the best security system cannot prevent crime. Always proceed as if any security systems don't exist because they are subject to malfunction, tampering, and human error. The University disclaims any express or implied warranties of security. The best safety measures are the ones Student would perform as a matter of common sense and habit.

Safety Tips

- Lock doors and windows, even while inside.
- Do not put identifying information, such as name, address, or phone number on your key ring.
- Dial 911 for emergencies. If an emergency arises call the appropriate governmental authorities first, and then call Campus Safety & Security.
- Mark or engrave identification on valuable personal property.
- Inform roommates of activities and expected return time.
- Do not walk alone at night.

CP.1) ALCOHOL: The possession, consumption, sale or manufacture of alcohol, regardless of resident and/or guest age is strictly prohibited in any University facilities (leased or owned). This includes being under the influence of alcohol. The possession of alcohol paraphernalia (packaging, "trophy bottles," empty bottles/cans, shot glasses, drinking funnels, etc.) also is prohibited. This includes items that are used or could be used in connection with drinking games or the rapid, mass, or otherwise dangerous consumption of alcohol of any type. If the University finds such items in Student's room, he/she may be subject to disciplinary action. The sale, manufacture, or dissemination of alcohol is strictly prohibited.

CP.2) DRUGS & ILLEGAL CONTROLLED SUBSTANCES: Federal law and University policy prohibit the use, possession, sale, manufacture, or distribution of illegal drugs and/or paraphernalia. This policy also applies to medical marijuana to the extent permitted by law, regardless of whether the user possesses a valid California medical marijuana card. Marijuana is classified as an illegal drug under the federal Controlled Substances Act (21 U.S.C. § 801 *et seq.*), and possession of any amount is punishable under federal law by imprisonment for up to a year and/or a minimum fine of \$1,000. In addition, the possession, sale, manufacture, use, or distribution of prescription drugs by a student to whom the medication was not prescribed is prohibited and will result in disciplinary action.

CP.3) WEAPONS: The University's Code of Conduct prohibits explosives (including fireworks), firearms, and/or weapons of any type in University campus housing, residents' rooms, or on campus grounds. Bringing firearms, weapons, and/or ammunition into University Campus Housing or storing them in Student's rooms or anywhere else may be grounds for the immediate termination of this Agreement, sanctions under the University's Code of Conduct, and criminal prosecution under California Penal Code section 626.9, punishable by imprisonment up to four years. For the purpose of the University's Housing policy, weapons may further include, but are not limited to, any daggers, knives having a blade longer than 4 inches (except over the counter silverware with

blades designed and used for eating and food preparation purposes), folding knives with a blade that locks into place, ice picks, razors with an unguarded blade, tasers, stun guns, paint guns, air guns, CO2 pressure guns, martial arts weapons, archery equipment, mace, laser pointers, tear gas, BB guns, and sling shots, toy, "fake" or "replica" guns or water guns.

CP.4) BEHAVIOR(S): Student is prohibited from engaging in any of the following behaviors: conduct in or about any residence halls that poses a threat to the health or safety of themselves, others, or property; behavior that interferes with the rights or well-being of others; or personal actions that violate any provision of this contract, or any rule, regulation, or policy of the University, or any applicable law. The University may immediately terminate the Agreement if Student threatens to harm himself or herself or threatens to harm another person. In addition, a student establishes an unacceptable pattern of misconduct when he or she is frequently in trouble, even where the individual offenses are minor. A pattern of recalcitrance, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem and may result in termination of this Agreement at the University's sole discretion, with 24-hours written notice to Student pursuant to the terms of this Agreement.

CP.5) SEXUAL HARASSMENT: Sexual harassment toward a student arises where another student/staff member:

- Explicitly or implicitly conditions a student's participation in an education program or activity or bases an educational decision on the student's submission to unwelcome sexual advances, request for sexual favors, or other verbal, nonverbal, or physical conduct of a sexual nature; or
- Engages in sexually harassing conduct (that can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature) that is sufficiently severe, persistent, and/or pervasive to limit a student's ability to participate in or benefit from an education program or activity, or to create a hostile or abusive educational environment. Examples include, but are not limited to:
 - Unwelcome sexual advances – whether or not they involve physical touching.
 - Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comment on an individual's body, or comment about an individual's sexual activity, deficiencies or prowess.
 - Displaying sexually suggestive objects, pictures, or cartoons.
 - Unwelcome leering, whistling, brushing against the body, sexual gestures, or suggesting or insulting comments.
 - Inquiries into one's sexual experiences.
 - Discussion of one's sexual activities.

CP. 6) SEX DISCRIMINATION AND SEXUAL MISCONDUCT: Members of the University community, guests, and visitors, have the right to be free from discrimination on the basis of sex. Sexual misconduct is prohibited, and includes non-consensual sexual intercourse, non-consensual sexual contact, sexual exploitation, sexual harassment, stalking, dating violence, and domestic violence. Policy definitions:

- Effective consent – Effective consent is informed, knowing and voluntary, and mutually understandable words or actions that indicate a willingness to participate in mutually agreed-upon sexual activity. Effective consent can never be given by minors, mentally disabled persons, or those who are incapacitated as a result of alcohol or other drug consumption (voluntary or involuntary) or those who are unconscious, unaware or otherwise physically helpless. Consent obtained as a result of physical force, threats, intimidating behavior, duress, or coercion is not effective consent. A person who knows or reasonably should have known that another person is incapacitated may not engage in sexual activity with that person. Incapacitation is a state where one cannot make a rational, reasonable decision because they lack the ability to understand the who, what, when, where, why or how of their sexual interaction.
- Non-Consensual Sexual Intercourse – Any sexual penetration (anal, oral or vaginal), however slight, with any part of one's body or any object by a man or woman upon a man or woman without effective consent.
- Non-Consensual Sexual Contact – Any intentional sexual touching, however slight, with any part of one's body or any object by a man or woman upon a man or woman without effective consent. Any disrobing of another or exposure to another by a man or woman without effective consent.
- Sexual Exploitation – Taking sexual advantage of another person without effective consent. Examples include, but are not limited to, causing or attempting to cause the incapacitation of another person through ingestion or use of drugs or alcohol or otherwise; causing the prostitution of another person; electronically recording, photographing, or transmitting intimate sexual utterances, sounds or images of another person; allowing third parties to observe sexual acts; engaging in voyeurism; distributing intimate or sexual information about another person; and/or knowingly transmitting a sexually transmitted infection, including, but not limited to, HIV, to another person.
- Stalking – "Stalking" refers to engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others; or suffer substantial emotional distress. For the purpose of this definition means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means follows, monitors, observes, surveys, threatens, or communicates to or about, a person, or interferes with a person's property. Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.
- Dating Violence - "Dating Violence" refers to violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, the existence of such a relationship shall be determined based on the reporting party's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purpose of this definition, dating

violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.

- o **Domestic Violence** - "Domestic Violence" refers to a felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim; by a person with whom the victim shares a child in common; by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner; by a person similarly situated to a spouse or the victim under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred; or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws or the jurisdiction in which the crime of violence occurred.

Student must review the University's Student and Academic Policies, and in particular the University's policies regarding sexual violence and misconduct under "Prohibited Conduct," "Definitions and Descriptions of Key Terms," "Violations of Law and Disciplinary Regulations," and "University Disciplinary Procedure."

Student may be accountable to both criminal and civil authorities and to the University for acts that constitute violations of the law and of the University's Student Code of Conduct. Disciplinary action at the University may proceed pursuant to the University's Disciplinary Procedures despite any pending criminal proceedings and will not be subject to challenge on the grounds that criminal charges involving the same incident have been dismissed or reduced.

CP.7) HARASSMENT: Members of the University community, guests and visitors, have the right to be free from Harassment, which is prohibited. "Harassment" includes, but is not limited to, written, verbal, psychological or physical abuse, sexual suggestions or acts, or false accusations.

CP.8) PROHIBITED ITEMS: The following items are prohibited in University housing: water beds, lofted beds, microwave ovens, television/radio antennae placed outside the room/exterior of the building or adjacent grounds, weapons (as specified under "Weapons" under Section CP.3 above), CO2 hazardous chemicals, gasoline, candles (with or without a wick), incense, illegal drugs (see Section CP.2 above), drug paraphernalia, hookahs, bongos or other smoking devices, alcoholic beverages, alcohol containers/bottles/cans, automobiles, or vehicles of any kind (or parts, repair tools), accessories for any vehicle, air conditioners, dart boards, halogen lamps, sun lamps, space heaters without a safety feature, weight lifting equipment, and live holiday decorations (including string lights), and inflatable pools. The University reserves the right to determine that an item not mentioned above is prohibited, and to remove or confiscate any and all prohibited items. The University claims no responsibility for confiscated items. Approved appliances must be UL (Underwriters Laboratories) approved. Only power strips equipped with circuit breakers, surge suppression, and a construction grade cord with a grounded third prong may be used in Student's room.

CP.9) NOISE: Quiet hours are established to promote an atmosphere conducive to studying and sleeping. Quiet hours are designated as follows, 10:00 p.m. to 9:00 a.m., Sunday to Thursday and from midnight to 9:00 a.m. on Friday & Saturday. During this time, Student is expected to: (a) ensure that noise cannot be heard beyond the confines of his/her room, (b) keep doors closed when entertaining his/her guests and (c) remain quiet in common areas of the building. Noise and/or music are not to be heard outside windows or in the hallway at any time, night or day. While there are standard quiet hour guidelines, courtesy hours are in effect 24 hours per day and require that all sound be kept to a reasonable level without disturbance to other members of the community. Student is expected to communicate with his/her neighbors if noise is too loud. Additionally, quiet hours are recognized on a 24-hour basis during final exam periods.

CP.10) FIRE SAFETY: Student is expected to observe fire safety policies and procedures. Misuse (including, but not limited to, false alarms) or damage to fire/emergency equipment (such as fire pull boxes, fire extinguishers, fire doors, fire strobe lighting, fire hoses, smoke detectors and sprinkler systems) is strictly prohibited and will result in disciplinary and/or criminal action as permitted by law. Activating false alarms or tampering with or disabling fire equipment is a misdemeanor in the State of California, punishable by up to a year in county jail and/or a fine not exceeding \$1,000. Student is not to hang anything from sprinkler heads. Damage to sprinkler heads may result in flood damage for which Student will be responsible. If a fire alarm sounds, ALL students must exit the facility at the nearest emergency exit. Student will be held responsible for alarms resulting from smoke or fire as he/she prepares food in kitchen areas. Student must closely monitor food preparation areas at all times while cooking. Participating in any act, which results in a false fire alarm, setting fires or tampering with fire safety equipment, may result in termination of this license by the University, at the University's sole discretion, with 24-hours written notice to Student pursuant to this Agreement; removal from housing; suspension; and/or expulsion from the University.

CP.11) SALES & SOLICITATION: Commercial activity, solicitations or advertisements (written signs or e-mail messages) are not permitted in the residence halls unless permission has been granted by the University's Department of Housing. Student is prohibited from operating any business or commercial venture out of his/her room. In the case of fundraising events recognized by the University's campus organizations, approval may be obtained through the University. Announcements and publicity items for residence hall bulletin boards must be submitted to the University and approved prior to posting.

CP.12) NON-LIABILITY FOR STUDENT PROPERTY: The University and the Manager shall not be held liable for any damage to, destruction of, malfunction, failure, loss, or theft of any property belonging to, or in the custody of, Student from any cause whatsoever, nor for the failure or interruption of utilities or appliances, whether such loss occurs in Student's room or other areas.

The University does not carry insurance covering personal property. Student is advised to carry property insurance in the event of damage or loss.

CP.13) DAMAGE, THEFT, & VANDALISM: Each Student will be held accountable for any damages, thefts, or vandalism for which he/she is responsible and will be billed accordingly. Student should notify the University Campus Housing staff immediately to confront individuals damaging, stealing, and/or vandalizing the facility. In the event that individual(s) do not take responsibility for damages, thefts, or vandalism that occurs in the facility, the repair amount will be divided among all students in the residence hall community. This amount will be billed to Student's account. Although the University understands that academic assignments may require a variety of artistic mediums, Student must be responsible in the care of the room while completing those projects. Damage resulting from Student's actions, (including, but not limited to, paint overspray on desks or walls, spray adhesive, charcoal dust staining carpets, cuts in furniture from exacto knives, etc.) will result in damage charges being assessed to Student's account.

CP.14) KEY/ID SECURITY: Student is responsible for being in possession of keys and his/her Student ID at all times. Keys (room, front door, and mail key) and a Student ID will be issued to him/her and recorded at the beginning of the term period of this Agreement. The keys and ID may not be transferred, duplicated, or given to other individuals. Lost keys or ID must be reported immediately to the Manager. When a key is lost, the lock may be changed and new keys issued. Any student who loses his or her room key will be billed for the cost of all changes made, including but not limited to the full cost for a replacement key and/or Student ID and the cost to install new room lock(s) and obtain new key(s). Keys reported to be temporarily mislaid, keys not returned at the end of the use period, or unauthorized duplicate keys turned in at the end of use will result in new lock(s) and key(s) being created and replacement costs being charged to Student. This paragraph shall survive termination of this Agreement.

CP.15) LOCKOUTS: After regular business hours for the University's Housing department, such as in the evening and on weekends, please contact the Resident Assistant on duty if Student is locked out. Student will receive one complimentary lockout outside of the University's Housing Departments regular business hours each semester. Subsequent lockout(s) will result in a \$20 service fee for each additional lockout. Proper photo identification will be required to prove identity during each lockout. Three (3) or more lockouts will result in disciplinary action.

CP.16) SMOKING: Student and guests are subject to University policies and California state and local laws regarding smoking. Pursuant to the San Francisco Health Code Article 19F, smoking is not permitted in or within 15 feet of any facility's exits, entrances, operable windows, or vents. This includes cigarettes, electronic cigarettes ("e-cigarettes"), vaporizers ("vapes"), medical marijuana to the extent permitted by law (prohibited by federal law and University policy), cigars, pipes, hookahs, and chewing tobacco, which are prohibited in all areas of the residence halls.

CP.17) PETS: For health and safety reasons, pets (including fish & livestock) are not permitted in the residence halls. Service animals as defined by the Americans with Disabilities Act are permitted within University housing following approval of the University's Director of Housing (see procedure as specified under "Disability/Health Relations Accommodations" in Section M above). Proper documentation is required and must be submitted prior to the animals' arrival on campus.

CP.18) RIGHT OF ENTRY/INSPECTION: The University reserves the right to inspect rooms/apartments and regulate the use of the premises according to University policies. Student's room/apartment may be entered without advance notice or consent by authorized University personnel, or authorized agents of the University, whenever there is a reasonable cause concerning the health, safety and welfare of the individual residents and/or the residence hall community at large. The University reserves the right to enter rooms/apartments for routine repairs and in emergency and/or policy violation situations, including during intercession periods. Student must ensure the security of his or her personal possessions and the University is not responsible for any theft, loss, or damage that occurs during a room inspection, routine maintenance, or repairs.

CP.19) ABANDONMENT: Student is responsible for removing all personal possessions when he/she vacates the room, apartment, or suite. Any possessions left in campus housing facilities after the termination of the Agreement will be considered abandoned, will be discarded by the University, and Student may be billed an additional charge for removal. Student also may face disciplinary action that could include loss of housing privileges. This paragraph shall survive termination of this Agreement.

CP. 20) FURNITURE: Furniture supplied by the University must remain in its designated location (room, lounge, kitchenette, etc.). Student may rearrange furniture within their rooms, but may not disassemble it, exchange it with other students, or move it to another location outside of the room. Furniture not provided by the University (e.g., Futons, sofas, papasan chairs, non-University-supplied mattress, bean bags, etc.) are prohibited from the residence halls. Public-area furnishings may not be removed from the public areas or be used in Student's room. The removal of public furnishings is considered theft of property, and community damage charges and/or disciplinary action may result.

CP.21) COOKING: All cooking in the residence buildings must be confined to the kitchen areas. Cooking in rooms without kitchens is not allowed. Kitchens are for use by students only. Student is only permitted to bring his/her own refrigerator and/or microwave for a room/unit in which these appliances have not been provided by the University. Hot plates, barbecues, toasters, toaster ovens, rice cookers and non-open coiled sandwich/meat grillers, such as a Foreman Grill, waffle iron, or panini press machine, are not permitted within Student's room.

CP.22) VISITATION: Visitors are welcome after consideration is given to the needs and rights of roommate(s). All visitors, regardless of whether or not they are University students, are required to sign-in at the residence building front desk. Student must accompany all visitors at all times while in the residence building. Student is responsible for his/her visitors' compliance with all University policies. Visitors are not allowed in residence building premises after 10:00 p.m. Sunday through Thursday, after 12:00 a.m. on Fridays and Saturdays, or before 9:00 a.m. on any day. Requests for overnight guests must be submitted in writing one week in advance to the University's Resident Director and are contingent upon roommate and staff approval. Before having any guest sleep in a common area within a unit (apartments and lofts only), Student must obtain express and unanimous consent from all other students who use that common area. Sleeping in public areas (e.g., TV/study lounges) is not permitted. Approved non-resident guests may visit no more than three (3) consecutive nights and/or five (5) nights total during an academic semester. No overnight guests are permitted during Finals Week.

CP.23) COHABITATION: Cohabitation is defined as the extended presence (daily or nightly) of any person in any room or apartment to which that person is not assigned. Cohabitation is strictly prohibited. The University's Department of Housing reserves the right to restrict any guest from the residence halls at any time as determined by Housing, Campus Safety & Security or the University's staff.

CP.24) CARE OF PREMISES: Student is required to maintain the facilities in a clean and orderly condition and shall not obstruct any of the walkways, hallways, or surrounding premises, and shall not place any signs (including neon signs) or advertising matter in the windows, on the exterior portion of doors, or elsewhere in or on the residence hall or surrounding premises. Student is expected to keep common areas (lounges, kitchens, refrigerators, etc.) clean. Partitions or other alterations including but not limited to: installation of alternative tile, countertops, appliances, carpet, built-in cabinets or bookshelves, painting or wall papering to the facilities may not be made without written approval of the University's Housing Department. Objects may not be dropped, thrown, or hung from windows. Entering or exiting from windows, sitting on windowsills, or leaning out of windows is prohibited. Student may not use rooftops for any reason without specific written authorization from the University's Department of Housing or a direct order by the Fire Department. If the room falls below acceptable health/safety standards, Student will be required to take corrective action within twenty-four (24) hours from the time of notice. If Student fails to comply, the cost for corrective action will be charged to him/her and/or disciplinary action may be taken. Student is expected to keep his/her room/apartment door(s) locked at all times.

CP.25) PEST CONTROL: If Student is having a problem with bugs and pests, please advise the Resident Director of the building to make a report, and the pest control company will provide service upon notification. All rooms will be treated periodically unless a medical documentation for Student's medical provider is given to the University. Student may not refuse service if medical documentation is not on file. If aggressive pest control is necessary, Student may be required to temporarily relocate to another building. It is imperative that Student follow all prescribed instructions in the event that relocation is necessary.

CP.26) HALL RECREATION: Playing sports, horseplay, and other athletic or physical recreational activity in the residence halls is strictly prohibited. These include, but are not limited to, wrestling, basketball, baseball/whiffle ball, soccer, football, hockey, golf, roller skating, rollerblading, skateboarding, running, or catch/throwing. All athletic activities are to be confined to areas outside of the residence halls that are designed for that purpose. Student will be responsible for the full cost of any damage due to unauthorized recreational or athletic activities in residence halls.

CP.27) MAIL: As a courtesy, the University may accept mail on Student's behalf but it is not obligated to accept packages. The University is not responsible or liable for any damage or theft of mail or packages that it accepts on Student's behalf. The University will not accept responsibility for any certified or registered mail. The U.S. Postal Service delivers mail to Student's mailbox. The University is not responsible or liable for the loss or theft of packages delivered to and or left in building lobbies or common areas.

CP.28) CURFEW: The University complies with the City of San Francisco Curfew under Municipal Police Code (SF MPC) Section 539.

CP.29) PARTIES/SOCIAL GATHERINGS: Unauthorized parties or social gatherings are prohibited in the residence buildings. Student is not permitted to host anywhere in his/her residential building (including rooms and community space) a number of guests that equals twice the total capacity of his/her room (i.e., a room designated for two (2) students is only permitted to have four (4) guests at any given time within the room or common area). However, regardless of the total capacity of the room, the maximum number of guests permitted in any one room is no more than eight (8) people. At the discretion of the University's Campus Housing Staff or the Campus Safety & Security Staff, any gatherings may be required to disperse, and all non-residents escorted out of the building. Students found in violation of this policy may face disciplinary action.

CP.30) CHECK-OUT: Student must check-out within 24 hours after his/her last final exam, but no later than the last day of his/her contract. Appropriate arrangements must be made ahead of time for departure. Late check-outs must be approved by the University's Department of Housing, and will be pro-rated at \$60 per day. Student will be charged \$150 for an improper check-out for failure to make a check-out appointment and meet with University campus housing staff.

CP. 31) DEFIANCE OF AUTHORITY: Failure or refusal to comply with the request of a member of the University's Campus Safety and Security or residence hall staff is a violation of defiance of authority. This also includes failure to attend mandatory meetings, including, but not limited to, student conduct hearings, and residence hall and community meetings. Failure to satisfy the conditions of a sanction imposed as the result of a previous disciplinary hearing also constitutes defiance of authority.

CP. 32) FALSE INFORMATION AND MISREPRESENTATION: Student is prohibited from knowingly providing false information and/or making misrepresentations to any University or Housing official, including Campus Safety and Security, residence hall staff, or police/fire/emergency medical personnel.

CP.33) NON-RETALIATION: Student has the right to and is encouraged to report potential violations of the University's and Housing's policies. Additionally, Student has the right to pursue both internal disciplinary processes and/or charges through external law enforcement authorities free of any interference or retaliation by any member of the University community. Any retaliation under these circumstances is strictly prohibited and will result in a response by the Department of Housing and/or the University that could include, among other things, immediate imposition of disciplinary measures. Retaliation includes, but is not limited to, any conduct that interferes with the alleged victim's ability to pursue the allegations.

CP.34) INTERIM RESTRICTIONS: The University's Director of Housing, or his/her designee, may impose immediate restrictions on Student, pending disciplinary action or medical release from appropriate providers, when deemed appropriate, such as when there are sufficient facts to demonstrate that the Student's continued presence on campus endangers the physical safety or well-being of others or himself or herself. This includes, but is not limited to, prohibiting or limiting access to a Student's room, and restriction of communications with named individuals. Violations of interim restrictions constitute a serious violation of Housing policy and will result in immediate disciplinary action.

CP.35) PRIVACY RIGHTS OF STUDENTS' EDUCATIONAL RECORDS: In accordance with the federal Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g; 34 C.F.R. 99) the California Information Practices Act (California Civil Code Section 1798 *et seq.*), Article 1, Section 1 of the California Constitution, and all other applicable federal and state laws and regulations that safeguard education records, privacy, and confidentiality, the University policy only allows the release of personally identifiable information to others (except to verify student status) with Student's prior consent or in the case of an extreme emergency or where there is clear and imminent danger to Student, to others, to society, or otherwise as permitted by law.

PART V. STUDENT AGREEMENT

I hereby acknowledge that I have received and read, and I understand and agree to the terms and conditions contained in the Housing License Agreement. If I violate any of the terms of this document, I understand that I would be in breach of this Agreement. Such violation may, at the University's sole discretion, cause me to be disciplined (including educational assignments, including, but not limited to, community service, reflection papers, or other projects), fined, and/or may cause the University to revoke the license to use a bed space conferred by this Agreement.

I hereby authorize a signature submitted by me, by facsimile or other electronic transmission, to be as valid and binding as my original signature. Along with this License Agreement, I am submitting Five Hundred Dollars (\$500) to be used for the deposit required by the Agreement. I agree to pay the total amount due under this Agreement on or before the license start date applicable to each semester.

1. I have read and understand the Liability provisions below.

LIABILITY. To the fullest extent permitted by law, neither the University, the Manager, nor their respective executors, administrators, predecessors, employees, owners, officers, shareholders, directors, partners, associates, agents, attorneys, representatives, successors and assigns, or any parent organizations, subsidiaries, affiliates, or divisions, past, present and future (collectively the "Released Parties"), will be liable to Student or members of Student's family, Student's guests, invitees, licensees or agents, and each of their heirs, beneficiaries, relations, next of kin, executors, administrators, predecessors, agents, servants, employees, attorneys, representatives (collectively, the "Releasers") for any injury, damage, or loss to person or property caused by criminal or other conduct of any person, including, but not limited to, theft, burglary, assault, vandalism or other crimes, or any conflict with Student's roommate(s). The Releasers hereby release the Released Parties from any and all claims, losses, costs, expenses, personal injury, serious bodily harm, up to and including death, damage, or loss to person or property (including any damage or loss to any personal property left in the premises after the Agreement has terminated or expired, including early termination) caused by or associated with theft, burglary, assault or criminal or any other conduct of other persons, vandalism, fire, smoke, rain, flood, water leaks, hail ice, snow, lightning, wind, the presence of moisture or the growth of, or concurrence of, mold or mildew in the assigned bed space, room, premises, and/or property, explosion, surges or interruption of utilities, Student's personal conflict with Student's roommate(s), and for any damage or inconvenience which may arise through repair or alteration of the premises or any other cause whatsoever, **EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT**, and the Releasers hereby forever relinquish and acquit the Released Parties from any and all liability therefore. The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to Student. Student is urged to obtain his or her own property, liability, and accident insurance for all such

losses due to such causes. **STUDENT ASSUMES FOR HIMSELF OR HERSELF AND ALL OF THE RELEASORS ANY AND ALL RISKS FROM ANY ACCIDENTS, INJURIES, OR SERIOUS BODILY HARM, UP TO AND INCLUDING DEATH, TO THE RELEASORS IN CONNECTION WITH USE OF THE ASSIGNED BED SPACE, ROOM, PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR OTHER AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR STUDENT'S USE, AND AT THE USER'S SOLE RISK. To the fullest extent permitted by law, Student agrees to indemnify, defend and hold harmless the Released Parties from and against (i) all fines, suits, claims, demand, liabilities, and actions (including costs and expenses of defending against such claims) resulting or alleged to result from any breach, violation or non-performance of any condition in this Agreement and (ii) all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments suffered by, recovered from or asserted against any of the Released Parties on account of accident, illness, injury or serious bodily harm, up to and including death, or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Student, any of the Releasors, or of any other person entering upon the premises or when any such injury or damage is the result, proximately or remotely, of the violation by Student or any of the Releasors of any law, ordinance or governmental order of any kind or of any of the rules and policies included in this Agreement, or when any such injury or damage may in any other way arise from or out of the use by Student or any of the Releasors of the property, EVEN IF THE SAME IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES, it being intended that the foregoing indemnity extend to and cover the negligence of such parties.**

Student specifically agrees to look solely to Released Parties' interest in the Agreement and the income derived therefrom for the recovery of any judgment against the Released Parties, it being agreed that the Released Parties shall never be personally liable for any such judgment, and Student shall not seek or obtain any such judgment. The provisions contained in the foregoing sentences are not intended to, and shall not, limit any right that Student might otherwise have to any suit or action in connection with enforcement or collection of amounts that may become owing or payable under or on account of insurance maintained by the Released Parties. No consequential or punitive damages are recoverable against the Released Parties.

With respect to the matters released herein, the Releasors expressly waive any and all rights that they may have under Section 1542 of the Civil Code of the State of California, and any similar provision in any other jurisdiction, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Student hereby verifies that he or she understands and acknowledges the significance and consequence of this waiver of the provisions of Section 1542 and hereby assumes full responsibility for any damage, loss, liability which any of the Releasors may hereinafter incur by reason of such waiver. This section shall survive the expiration or early termination of this Agreement.

STUDENT (Print Name)

Signature

Date

***** Students Under Age 18 Must Have a Parent or Guardian Signature *****

PARENT/GUARDIAN (Print Name)

Signature

Date

