

Residence Hall Agreement
OFFICE OF RESIDENCE LIFE
1600 BURRSTONE ROAD, UTICA, NEW YORK 13502-4892

Last Name _____ First _____ Middle _____ Sex _____ Date of Birth _____
 Home Address – No. & Street _____ City _____ State _____ Zip _____
 Phone Number (_____) - _____ Cell Number (_____) - _____ E-mail Address _____
 Parent or Guardian Name _____ Cell Number (_____) - _____ E-mail Address _____
 Term(s)
 _____ Fall 20 _____ Status: Freshman _____ Transfer _____ Returning _____ Graduate _____
 _____ Spring 20 _____ Roommate Preferences: _____ Location Preferences: _____
 _____ Winter Session 20 _____ 1st Choice _____ 1st Choice _____
 _____ Summer Dates: _____ to _____ 2nd Choice _____ 2nd Choice _____

Do you plan on leaving campus at the end of the Fall semester for an internship/affiliation or graduation? Yes or No? _____

THIS RESIDENCE HALL AGREEMENT (the “Agreement”) entered into by and between UTICA COLLEGE (the “College”) and the above-referenced student of Utica College (the “Student”).

1. Eligibility for Student Housing.

In order to be eligible to occupy and remain a resident in the Residence Halls, the following requirements must be met:

- (a) Student must be enrolled and registered as a full-time student in good academic standing at the College.
- (b) Student must not violate the terms of this Agreement, and/or engage in conduct prohibited by the Student Code of Conduct published by the College, as well as any other and further rules and regulations established by the College which shall be published and made generally available by the College from time to time and shall be enforceable upon the Student upon such publication, including, but not limited to, Residence Life Policies and Procedures.

2. Term.

The term of this Agreement shall be the normal undergraduate academic year of the College consisting of the Fall and Spring semesters determined by the College each year. The student shall be responsible for the cost of a room for both semesters, unless otherwise set forth above. The room shall be available for occupancy 24 hours prior to the first day of the normal undergraduate semester and shall be vacated no later than 24 hours after the end of the undergraduate exam period. The College is not responsible for housing students during holidays and/or breaks (e.g. Thanksgiving, Winter and Spring Recess), except as set forth herein.

This Agreement shall be in effect for the above designated terms. Unless specifically authorized by the College, the Residence Halls shall not be available for students at anytime during vacation and/or school breaks, and students shall be required to vacate the Residence Halls by 10:00 a.m. at the commencement of a school break and no later than 24 hours after the end of the undergraduate exam period. The Student agrees not to remain in the Residence Hall at anytime during vacation, school breaks, or at anytime not specifically set forth above. The Student’s right to occupy their assigned room and use the Residence Halls shall immediately terminate in the event of Student’s withdrawal,

suspension, or dismissal from the Residence Hall or the College. Student agrees that in such an event, he or she shall vacate his or her room in the Residence Hall at the time set by the College, and shall not return to the Residence Hall without the express written approval of the College, and if he or she shall return without said permission, shall be considered a trespass.

3. Charges.

(a) All room fee rates are established each year by the College and are uniform based on the type of room and the term(s) of this Agreement. Room fees shall be determined by the College prior to the beginning of the term and notice of same shall be given to the students by the College through a College publication and/or individual written notices to the student, and upon such publication and/or written notice shall be binding on the student for purposes of this Agreement.

(b) Student agrees to pay a deposit prior to occupying the room. This deposit will be refunded to a student's account per the schedule set forth annually by the Office of Residence Life.

4. Payment of Rent.

Rent must be paid at or before registration for each semester, or upon receipt of bill if occupancy commences after registration.

5. Utilities.

The College shall furnish, at no additional cost to students, all heat, light, and water reasonably required for the occupancy of the room by the student. Such utilities shall be furnished in accordance with the existing design of the building occupied by the student, and shall be subject to load limits and availability. The College may charge the student for any extraordinary or unreasonable use of utilities. The College shall not be liable for any matters, claims or any other damages resulting from the interruption of utility service. There will be no adjustment of rent due to the College's inability to restore service within a reasonable period of time. Internet service may, in the College's sole discretion, be provided pursuant to established policies and rules set forth by the College.

6. Use of Premises.

Students agree to abide by all rules and regulations set forth by the College, including, but not limited to, the Student Code of Conduct and the Residential Life Policies and Guidelines. In doing so, the student and all members of his or her family and guests shall comply with the following:

(a) Pets. Pets are not permitted in the Residence Halls. With the approval of all roommates, small fish tanks are permitted.

(b) Excessive Loads. The College reserves the right to impose reasonable requirements and prohibitions with respect to the use or storage of heavy items in the Residence Halls. Waterbeds and other heavy items imposing unreasonable stress are not permitted.

(c) Firearms. Students shall not possess or store any firearms or weapons in the Residence Halls.

(d) Cooking in Rooms. No cooking in rooms is permitted.

(e) Rights of Others. The student shall observe and respect the rights of other students occupying the Residence Halls at the College. Students shall not use offensive, derogatory or vulgar language toward staff, residence, students or other College personnel. Student shall observe the quiet courtesy hour policies as well as other policies outlined in the Student Handbook.

(f) Residence Purposes Only. The student shall use the room and Residence Hall solely for the purpose of a residence for herself or himself, with the exception of guest privileges explained in the next paragraph. Students shall be prohibited from using their rooms or any facility in the Residence Halls for

commercial purposes, sales, solicitation or advertising, or in association with commercial vendors without the express permission from the Director of Residence Life.

(g) Guests. The College will generally permit guests, upon prior notice, to stay overnight in Residence Hall in reasonable number and for periods generally not exceeding 3 days subject to consent of all authorized roommates, but the College reserves the right to deny such permission. If the College terminates its permission for any reason, guests must vacate forthwith, without further notice. Guests staying more than 3 evenings must be approved by the Office of Residence Life.

(h) Drugs and Alcohol. Students shall not unlawfully use, possess, and/or sell narcotics, drugs or alcohol and shall abide by all rules and regulations as it pertains to drugs and alcohol set for by the College and pursuant to local, state and federal law.

(i) Fireworks, etc. Students shall not use or possess fireworks, firecrackers or dangerous chemicals.

(j) Gambling. Students shall not participate in illegal gambling activities in College-owned or controlled property.

(k) Access Pass Keys. Students shall not duplicate or provide to others the unauthorized possession, use or sale of keys or access to the College Residence Halls.

(l) Care of Premises. The student shall comply with all College rules and regulations and municipal laws and ordinances, including building code regulations, and shall follow the campus posting policy when hanging signs or advertisements. No partitions or other alterations or additions shall be made to the room or Residence Hall unless the prior written consent of the College is obtained. This shall apply, but not be limited to, the additions or changing of any locks, the removal of window screen, the alteration of heating or lighting fixtures, painting of any surface, installation of any television or radio antenna, and all other changes or additions. Nails, screws and adhesives which may cause damage shall not be inserted into or used on the structure of the room or Residence Hall for any reason. Failure to comply with any of the foregoing shall be grounds for College disciplinary action and/or charge for repairs.

(m) Candles and/or Incense. Use and possession of candles or incense for any purpose is prohibited.

(n) Maintenance and Repairs. The College shall be responsible for all maintenance and repair of the Residence Hall and its furniture, equipment, and fixtures. The student shall not attempt to perform such maintenance or repairs, but shall notify the College's Office of Residence Life of the need thereof.

(o) Right of Entry. The College reserves the right to enter the Student's room and the Residence Hall at anytime to inspect the room or perform maintenance and repairs and/or for any other reason pursuant to its published policies and procedures as they now exist or as they may hereafter be amended. In any event, the College may enter the Student's room and Residence Halls without notice, at any time, including, but not limited to, if it has reason to believe a health or safety emergency exists, or for the purpose health, safety or Student Code of Conduct inspections. The student shall not interfere in any way with the college's right of entry under the subparagraph.

(p) Furniture. Furniture supplied by the College shall be maintained in its proper location. The student may rearrange furniture within the Residence Hall but may not disassemble it, remove it from the Residence Hall, exchange it with other students, or move it to other locations. No furniture shall be taken from lounges or other common areas and placed in a student's private area of residence or moved to any other location. There may be an administrative fee charged for locating and returning public area property found in students' rooms. This fee may also be assessed in case screens are removed from windows and/or need to be reinstalled.

(q) Parking. The student shall comply with all College rules and regulations in effect with respect to the operation and parking of motor vehicles. All vehicles must be registered with the College. Vehicle registration, with Campus Safety, must occur within 24 hours of bringing any vehicle to campus.

(r) Air Conditioning, etc. No air-conditioning or other heating or cooling equipment or apparatus shall be added to or utilized in the room or Residence Hall without the prior written consent of the College.

(s) Other Rules and Regulations. The living and study conditions at an educational institution are unique and must be adjusted from time to time for the mutual benefit of the College and all of its students. Therefore, the College may impose, and the student shall abide by, other rules and regulations for the conduct of students occupying rooms and Residence Halls at the College. Such rules and regulations shall be published and made generally available by the College from time to time. They shall be binding upon the student upon publication and without any further notice.

(t) Storage of Personal Belongings. No personal belonging are to be stored in the parking lots or premises surrounding the Residence Hall or in any of the common areas of such Residence Hall. All personal belongings are to be stored in the student's room or such other place as may be designated by the College from time to time. The College is not responsible for any items left in storage areas. No flammable substances, or motorcycles and motors, shall be stored or used on the premises.

(u) Safety. Fire fighting, detection, sprinklers, and alarm equipment are provided for the protection of all residents and are not to be used or tampered with except in the case of a fire. Misuse of this equipment is a violation of College regulations and New York state civil statutes. Severe criminal penalties are imposed by New York law for activating a fire alarm falsely. Students are not permitted on residence hall roofs or window ledges. Window screens are not to be removed for any purpose.

7. Room Assignments.

Room assignments shall be made by the College at its sole discretion. Its use of a point, lottery, preference, seniority, or time priority systems for making such assignments, may be changed or eliminated at its sole discretion. The college shall cooperate with students desiring a change in room assignment. Any student desiring a change shall apply to the Office of Residence Life and comply with its prescribed procedures. The student shall pay on demand any increase in rental for the new room assignment. The College reserves the right to assign occupants to different college housing in the event of redesignation of Residence Hall category, substantial conflict with other occupants, as a part of the room consolidation process, or as part of disciplinary action with the student.

8. Personal Property. The College shall not be responsible or liable for the personal belongings of students, their families or guests occupying students housing and assumes no responsibility for the theft, destruction or loss of money or other valuables. The College recommends that such personal belongings be insured by the student under an appropriate insurance policy. Any personal belongings left behind by a student following termination of occupancy for any reason may be disposed of by the College at its discretion without liability to the College.

9. Termination of Occupancy.

(a) The College may terminate the occupancy of the student in the Residence Hall under this Agreement upon the occurrence of any of the following:

- i) Failure to pay rent in full when due;
- ii) The Residence Hall is closed;
- iii) Failure to comply with any term or condition of this Agreement or any College rule or regulation whether or not contained or referred to in this Agreement;
- iv) Where it is in the best interest of the College and student; or
- v) The term of this Agreement has completed.

(b) Upon termination from the Residence Hall, the student shall receive written notification of the termination (except pursuant to (a)(v) above). Students must vacate the premises and turn in all keys by the designated date set by the College.

10. Vacating the Premises. Upon termination of the right of occupancy, whether by expiration of the occupancy term or otherwise the student shall immediately vacate the Residence Hall and deliver possession to the College as set forth in paragraph 9(b) above. The student shall deliver all keys and/or card access to the room and Residence Hall within 24 hours of departure. Failure to return all keys may result in an additional charge for changing locks.

11. Notices.

Except as may be otherwise prescribed in this agreement, all notices to students shall be deemed sufficiently given if in writing and either (I) mailed to the last known address of the recipient of the notice, such notice to be effective when placed in the United States mail in a properly addressed envelope with sufficient postage, (II) delivered personally to the student or any other occupant of the student's room over the age of 17, or (III) placed in the student's mailbox for the student's Residence Hall by an authorized representative of the College. Notices to the College shall be in writing and delivered to the Office of Residence Life.

12. Damage to Premises.

The student shall exercise ordinary care with reference to the premises and the contents thereof. The student shall be personally responsible for any damage to the College property resulting from the intentional or negligent act of the student, and member of her or his family, or any guests of the student, reasonable wear and tear expected. Loss of property or damage to common areas may be assessed to the occupants of the floor or contiguous area. The student shall pay on demand the amount of any cost, expense, or loss resulting from any such damages. Such damage charges may be made to a student's tuition account with the College.

13. Withdrawal from Residence Halls.

Students desiring to withdraw from the College's Residence Halls need to request permission from the College's Office of Residence Life and/or the Dean of Student Affairs by the established deadline. Students shall remain responsible for the payment of all rent until the end of the occupancy term. Refunds of any prepaid rent shall be made in accordance with the College's then prevailing policy with respect to refunds. Such refunds, if any, are to be paid within 30 days after the withdrawal date.

14. Additional Remedies.

In addition to all other rights and remedies afforded to it under this Agreement or applicable law, the College may suspend a student who fails to perform the financial obligations of this agreement from registration, from future registration, and from attending classes, and may withhold grades, transcripts or diplomas. Student additionally agrees to pay all reasonable costs, attorneys' fees and expenses that shall be made or incurred by College in enforcing this Agreement.

15. Jurisdiction.

Any student or other person financially responsible with respect to this Agreement hereby consents to be subject to the jurisdiction of the courts of the State of New York with venue in the appropriate court located in Oneida County, with respect to any legal action for the enforcement of any term or provision of this Agreement.

16. Applicable Codes, Ordinances and Laws.

The student shall comply and shall cause all members of her or his family and guests to comply with all applicable codes, ordinances and laws affecting the College's Residence Halls and student's particular room.

17. Restriction on Assignment.

This Agreement and the right to occupy Residence Halls granted by College to the student does not create or constitute or create a landlord/tenant relationship, nor does it create any interest or estate in realty, and shall not be assignable, by operation of law or otherwise, without the prior written consent of the College. The student may not assign her or his right of occupancy created by this Agreement.

18. Alumni Hall, Boehlert Hall, Tower and Bell Hall.

Apartment style and/or suite style or cluster living will have additional rules and regulations as well as exceptions to policies applicable to traditional residence hall settings. All modifications will be announced by verbal or written notification and all students are expected to comply.

19. Summer Housing.

Summer housing is available to students during periods in which they are registered for classes. Room charges are figured on a weekly basis. It is the responsibility of the student to notify the Office of Residence Life of any changes in their occupancy dates at least 7 days prior to the change. If changes are not made, the billing will continue based on the dates of this contract. All summer room rent must be paid in advance in order to process a room assignment.

20. Winter Session Housing.

Students enrolled in winter courses may reside in the residence halls during the designated dates. Room assignments are arranged by the Office of Residence Life and may entail temporary reassignment. All room charges must be paid in advance.

21. Waivers, Successors.

(a) Rights under this agreement shall be cumulative and not exclusive. Any exercise or failure to exercise a right or remedy under this agreement or under applicable law, on the part of the College, shall not be considered a waiver of any other right or remedy or of the right to exercise that or any other right or remedy in the future. No waiver shall be binding upon the College unless in writing and signed by a duly authorized officer.

(b) This agreement is binding upon the College and student and their respective heirs, executors, administrators, successors, invitees and all other successor in interest.

22. Meal Plan.

Students in College housing are required to be on a College resident meal plan. Terms and items in regard to the meal/board plan are outlined by the Dining Services Office on campus and/or the Dean of Student Affairs.

23. Smoke-Free Residence Halls.

All College residence halls are smoke-free, and those that choose to smoke must do so at the designated areas outside the halls.

24. Other Rules and Regulations.

All students occupying Residence Halls are required to adhere to the Student Code of Conduct published by the College, as well as any other and further rules and regulations established by the Office of

Residence Life. Such rules and regulations shall be published and made generally available by the College from time to time and shall be enforceable upon the student upon such publication.

25. Completion of Agreement.

Completion and delivery of this Agreement by student does not constitute acceptance by college. This Agreement is approved and accepted by Utica College only when signed by the Office of Residence Life.