

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

1. Two-Year Residency Requirement.

All students are required to live in college residence halls for their first two years unless residing at home with their parents or legal guardians who live within a 30-mile radius, they are a transfer student who has lived on campus for two years at another institution, or they will be 21 by August 1.

2. 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 on-ground student (no on-line classes) 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, Student Living Policies and Procedures.
- C. Students in College housing are required to have a College resident meal plan.

3. 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. Students are authorized to leave any belongings in their assigned room during breaks within the contracted timeframe.

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 any time 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 halls at any time during vacation, school breaks, or at any time 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 halls or the College. Student agrees that in such an event, he or she shall vacate his or her room in the residence halls at the time set by the College and shall not return to the residence halls without the express written approval of the College, and if he or she shall return without said permission, shall be considered a trespass.

4. **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 credited to the Student's financial account and is a non-returnable deposit. In certain situations the Student may receive their deposit back; this is outlined in Section 15 of this Agreement.

5. **Payment of Rent.**

Rent must be paid at or before registration for each semester or upon receipt of bill if occupancy commences after registration. Students must be payment arranged with the Center for Student Success before room keys will be issued.

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.

7. **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 Student Living Policies and Procedures. In doing so, the Student and all members of his or her family and guests shall comply with the following:

A. **Pets.**

1. Pets are not permitted in the residence halls. With the approval of all roommates, small fish tanks (no larger than 10 gallons) are permitted.
2. Emotional Support Animals and Service Animals are not considered pets. Emotional Support Animals may be approved as an accommodation. The Office of Learning Services is responsible for evaluating whether to grant or deny requests for an Emotional Support Animal in UC Housing as an accommodation due to a disability. Students with disabilities who will use a service animal on campus must contact the Director of Learning Services for further information. For more information, please contact the Office of Learning Services at (315)792-3032 or visit www.utica.edu/learning.

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, Fireworks, etc.

Individuals shall not possess or store any firearms or weapons in the residence halls. Students shall not use or possess fireworks, firecrackers, or dangerous chemicals.

D. Fire Safety Policies.

The Office of Student Living and College Engagement has set forth the following fire safety policies in collaboration with the New York State Fire Marshal. All students must abide by the following policies:

- Lighting
 - Halogen lamps are prohibited
 - All lamps must be equipped with proper lamp shades and light bulbs with the appropriate wattage for the fixture
 - String lights of no more than one strand and directly plugged into the wall are allowed; However, if other items are plugged into the lights, it is considered the same as an extension cord and is therefore prohibited. String lights are not allowed to be hung above doorways
- Extension Cords, Surge Protectors, etc.
 - Extension cords are prohibited
 - Multi-plug and cube adaptors are prohibited
 - Power strips must be surge protected and cannot be plugged into one another (piggybacking)
- Tapestries and Posters
 - Hanging fabrics require application of fire retardant by an Area Coordinator
 - No draperies, tapestries, or any other decorative materials should hang from ceilings

- Doors and walls should not have more than 50% of the wall or door area covered with combustible decorative material such as posters, pictures, fabrics
- Doors cannot be wrapped entirely with wrapping paper
- Open Flames/Appliances
 - Candles, incense, and similar open flame-producing items are not allowed in campus residence halls
 - Smoking, vaping, and e-cigs are prohibited in the residence halls
 - Cooking or cooking appliances are prohibited in residence hall rooms and common areas. Some examples are hot plates, toasters, toaster ovens, rice cookers and grills. Residents assigned to PioneerVillage and Alumni Hall are permitted the use of up to 4 countertop appliances. These residents will be provided information on approved items prior to moving in
- Trash & Storage
 - No excessive accumulations of trash, recyclables, rubbish, or combustible waste materials shall be allowed
 - Storage shall be maintained 2 feet or more below the ceiling
- Exit Routes
 - Personal items should not be blocking the doorway of room
 - Personal items (trash, shoes, etc.) or furnishings should not be stored in corridors or any exit path
 - Doors should be able to open easily and fully with no obstructions
- Fire/Sprinkler System
 - It is prohibited for anyone to tamper with, remove, or disturb any fire protection system or component. The college reserves the right to hold students accountable through fines and/or the conduct system for tampering with, removing, or disturbing any fire protection system or component
 - Nothing should be hung from a sprinkler pipe, head, or protective cage including clothes hangers, towels, wires, plants, air fresheners, etc.
 - The college reserves the right to hold students accountable through fines and/or the conduct system for a false alarm activation
 - Failure to evacuate during a fire alarm activation is illegal and students will be held accountable through fines and/or the conduct system

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, students, other College personnel, or the College. Student shall observe the quiet hours and courtesy hours policies as well as other policies outlined in the Student Handbook. Quiet hours are Sunday-Thursday 10pm-8am and Friday-Saturday 1am-10am. During Quiet hours excessive noise

is prohibited. Courtesy hours are in effect whenever quiet hours are not and students are expected to maintain a respectful noise level for those around them.

F. Residence Purposes Only.

The Student shall use the room and residence halls 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 Executive Director of Student Living and College Engagement.

G. Guests.

The College will generally permit guests, upon prior notice, to stay overnight in the residence halls in reasonable number and for periods not exceeding three consecutive nights or more than six nights in a month, subject to consent of all authorized roommates, but the College reserves the right to deny such permission. Residents are permitted to have up to three guests (other Utica College students and/or non-students) at any given time. If the College terminates its permission for any reason, guests must vacate forthwith without further notice. Guests staying more than three nights must be approved by the Office of Student Living and College Engagement.

In accordance to fire safety policies, every room/apartment may not exceed the maximum occupancy number listed below.

Corridor-Style Single	4 people (including resident)
Corridor-Style Double or Triple	5 people (including resident)
4-Person Suite	9 people (including residents)
5-Person Suite	11 people (including residents)
6-Person Suite	13 people (including residents)
7-Person Suite	15 people (including residents)

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 by the College and pursuant to local, state, and federal law. Residence hall alcohol policies include:

- Alcohol may not be possessed, stored, or consumed in common floor spaces within the residence halls (kitchen, lounges, hallways, laundry rooms, bathrooms, etc.) or outdoor areas.
- Alcohol may not be possessed, stored, or consumed by any person under the age of 21. Any person under the age of 21 is not allowed to be in the presence of alcohol being consumed.
 - The only exception is if an underage student resides with a student who is legally able to drink in NYS, they may be in the presence of alcohol in their contractually assigned spaces as long as the underage students do not distribute, sell, possess, or consume alcohol.
- Any legal-aged student may possess, store, or consume alcohol in their contractually assigned residence hall room and/or suite/cluster/apartment.
 - Students of legal drinking age who bring alcohol into a residence hall or possess alcohol in a residence hall are responsible for its legal use. This includes taking reasonable precautions to prevent the possession of alcohol by underage students and guests.
 - Legal-aged residents may be held responsible for irresponsible drinking by themselves and by any persons under the age of 21 to whom they provide alcohol.
- All guests in a space need to be over 21 if there is alcohol present.
- Students found to be severely intoxicated in a residence hall or who receive emergency medical attention (e.g., EMT or FDNY) for excessive intoxication may be subject to appropriate student conduct follow-up.
- Amounts permitted to be possessed in a space at one time:
 - Each resident who is 21 or over may possess up to:
 - 6 cans/bottles of beer **OR** 1 (750 ML) bottle of wine **OR** 1 (16 OZ) bottle of liquor.
 - UC or Off-Campus Guests (even if 21 or over) cannot have their “own” alcohol.
- Empty Containers
 - Empty alcoholic beverage containers are prohibited within the residence halls due to health and safety hazards and to avoid suspicion of any policy violations having occurred.
- Paraphernalia
 - Other items may be considered paraphernalia when they are used to violate a policy. Items such as folding tables, shot glasses, wine glasses, ping pong balls, etc., are not documentable policy violations unless they are being used to violate a campus policy, such as water/beer pong or underage drinking. Your Resident Assistant or Area Coordinator may have a preventative

conversation with you about these items and their usage. In the event that they are being utilized for a policy violation they are subject to confiscation and applicable documentation.

- Kegs, bulk containers, games of chance, drinking games, contests, and other activities that induce, encourage, or result in the rapid consumption of alcohol are prohibited. This includes the use of alcohol paraphernalia such as funnels and ice luges.
- Binge drinking is defined as consuming five or more drinks on one occasion for men and four or more drinks on one occasion for women (based on biological sex, preferred gender). Binge drinking is strictly prohibited.
- All members of the community are encouraged to seek assistance for any member of the community who demonstrates symptoms of excessive substance use. Contact Campus Safety/Law Enforcement officer or a member of the Student Living and College Engagement staff for assistance.
- For more information on the conduct policies that these situations violate please see the Code of Student Conduct.

I. Gambling.

Students shall not participate in illegal gambling activities in College-owned or controlled property.

J. Access Pass Keys.

Students shall not duplicate, use, sell, or provide others unauthorized keys or access to the College residence halls.

K. 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 halls unless the prior written consent of the College is obtained. This shall apply to, but not be limited to, the additions or changing of any locks, the removal of window screens, the alteration of heating or lighting fixtures, painting of any surface, installation of any television or radio antenna, installation of air conditioning or heating units, 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 halls for any reason. Failure to comply with any of the foregoing shall be grounds for College disciplinary action and/or charge for repairs.

L. Maintenance and Repairs.

The College shall be responsible for all maintenance and repair of the residence halls 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 Student Living and College Engagement of the need thereof. The student shall

submit a work order through the Utica College work order system within 1-2 days of acknowledging the required maintenance or repair concern.

M. Right of Entry.

The College reserves the right to enter the Student's room and the residence halls at any time 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 of health, safety or Student Code of Conduct inspections. The Student shall not interfere in any way with the College's right of entry.

N. Furniture.

Furniture supplied by the College shall be maintained in its proper location. The Student may rearrange furniture within the residence halls but may not disassemble it, remove it from the residence halls, 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.

O. 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. Residential students may only park in residential parking lots and not commuter lots or Pioneer Village parking lot. Pioneer Village residents may only park in the Pioneer Village parking lot.

P. 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 halls without the prior written consent of the College.

Q. 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.

R. Storage of Personal Belongings.

No personal belongings are to be stored in the parking lots or premises surrounding the residence halls or in any of the common areas of such residence halls. 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, tires, or motorcycles and motors, shall be stored or used on the premises.

S. Safety.

Firefighting, 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 falsely activating a fire alarm. Students are not permitted on residence hall roofs or window ledges. Window screens are not to be removed for any purpose.

T. ID Cards.

All full-time and part-time students must have a valid UC student ID card. The card is the official College identification for students and should be carried at all times. Students must present their UC ID to any College official (e.g., safety officers, Student Living and College Engagement personnel, etc.) upon request.

8. 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 system for making such assignments may be changed or eliminated at its sole discretion. If able, the College shall cooperate with students desiring a change in room assignment. Any student desiring a change shall apply to the Office of Student Living and College Engagement 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. Unless otherwise communicated, a student's room assignment will be in effect for the full contracted timeframe.

9. Triple Occupancy.

Utica College reserves the right, in its sole discretion and at any time, to designate any or all student housing as available for expanded occupancy up to three students per bedroom. Students placed in a three-person occupancy room in North or South will receive a prorated price, as determined by Utica College. This prorated price will go into effect after Fall Break in October and will be retroactive to the beginning of the academic year. Students who are de-tripled into a double occupancy room prior to or during the academic year will then be charged the standard double housing rate effective the date of their new housing assignment.

10. Personal Property.

The College shall not be responsible or liable for the personal belongings of students, their families, or guests occupying student 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. More information about suggested renter's insurance can be found on the Student Living and College Engagement website. 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.

11. Termination of Occupancy.

- A. The College may terminate the occupancy of the Student in the residence halls under this Agreement upon the occurrence of any of the following:
 - 1. Failure to pay rent in full when due;
 - 2. The residence hall is closed;
 - 3. 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;
 - 4. Where it is in the best interest of the College and Student; or
 - 5. The term of this Agreement has been completed.
- B. Upon termination from the residence halls, 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.
- C. Students who reside on campus past the second week of classes remain responsible for the payment of all housing and board charges until the end of the occupancy term.
- D. Students who are required to vacate the residence halls due to conduct-related sanctions, will still be responsible for payment of all housing and meal charges until the end of the semester in which the student is sanctioned.

12. 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 halls and deliver possession to the College as set forth in paragraph 11(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.

13. Notices.

Except as may be otherwise prescribed in this Agreement, all notices to Students shall be deemed sufficiently given if in writing and either:

- A. Mailed to the last known address of the recipient of the notice and such notice to be effective when placed in the United States mail in a properly addressed envelope with sufficient postage;
- B. Delivered personally to the Student or any other occupant of the Student's room over the age of 17;
- C. Placed in the Student's mailbox for the Student's residence hall by an authorized representative of the College
- D. Emailed to the Student's Utica College email address by an authorized representative of the college.

Notices to the College shall be in writing and delivered to the Office of Student Living and College Engagement.

14. 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, or member of their family, or any guests of the Student, reasonable wear and tear accepted. 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. The Student and the College will fill out a mutual Room Condition Report at the beginning of the contract that will outline pre-existing damages. At the end of the contract any new damages will be compared to this check-in Room Condition Report and documented as a check-out damage on the same report.

15. Withdrawal from Residence Halls.

Students desiring to withdraw from the College's residence halls need to request permission from the College's Office of Student Living and College Engagement 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. Returning students (those that have already fulfilled the 2 year housing requirement) who sign this Agreement during the room selection process may have until May 31 at 11:59 p.m. to request a release from this agreement and receive their deposit back. As of June 1, this housing agreement will be binding for the entire academic year.

16. 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 the College in enforcing this Agreement.

17. 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.

18. 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.

19. Restriction on Assignment.

This Agreement and the right to occupy residence halls granted by the College to the Student does not create or constitute 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.

20. 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 Student Living and College Engagement of any changes in their occupancy dates at least seven days prior to the change. If changes are not made, the billing will continue based on the dates of this agreement. All summer room rent must be paid in advance in order to process a room assignment.

21. 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 Student Living and College Engagement and may entail temporary reassignment. All room charges must be paid in advance.

22. 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.

1. This Agreement is binding upon the College and Student and their respective heirs, executors, administrators, successors, invitees, and all other successor in interest.

23. 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 plans are outlined by the Dining Services Office on campus.

24. Smoke-Free Residence Halls.

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

25. Utica College Student Handbook.

I have read the Utica College Student Handbook.

26. 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 Student Living and College Engagement. 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.

27. Completion of Agreement.

Completion and delivery of this Agreement by Student does not constitute acceptance by the College. This Agreement is approved and accepted by Utica College only when signed by the Office of Student Living and College Engagement.