

State University of New York
College at Oneonta

RESIDENCE HALL LICENSE
Fall and Spring 2010-2011

A. GENERAL TERMS AND CONDITIONS

1. Full time, and part time students with permission, maintaining regular academic activity are eligible to live in the residence hall. Requests for exception are to be addressed to the Residence Life Office.
2. The residence hall license is for room and board for the entire academic year, or any remaining portion thereof. State University regulations require that residence hall space be fully utilized before permitting students to reside elsewhere. **Students who enter the College as freshmen are required to reside in a residence hall for their first four semesters.**
3. Exceptions to #2 include: students who withdraw or take a leave of absence from the College, students in officially recognized off campus and/or outside the city of Oneonta academic programs for that particular quarter or semester, December graduates, students academically ineligible to continue, or **documented evidence of circumstances beyond a student's control that has occurred since entering this agreement. Students who relocate off campus are not guaranteed on campus housing in the future.**
4. **All residence hall students are required to purchase a full dining plan for each semester they are in residence.** See C.4., below
5. Room and dining charges are payable in advance of each semester; billings are sent in July and December. Do not send payment before receipt of billing.
6. Signature on the Residence Application, or electronic signature on the Web Application, legally binds the student to this agreement and affords the student a license to occupy "a" space in a residence hall assigned by the College for the period designated above.
7. No student may take possession of, or remain in, a room when his/her accounts are in arrears.
8. Failure to occupy a space after signing this license does not relieve the student of the responsibility to fulfill its terms. Likewise, a student who occupies a space without signing a license is responsible, nevertheless, for all its terms and conditions.

B. ASSIGNMENT PROCEDURES

1. The college is not permitted to classify students according to race, religion, national origin, sexual orientation, or disability. **ASSIGNMENTS CANNOT AND WILL NOT BE MADE OR CHANGED BASED ON THESE FACTORS.**
2. Continuing students make room selections in March/April/May for the following year.
3. New students are assigned to space according to a combination of date of paid deposit and date all requested materials have been submitted, i.e., signed agreement card and other forms. Special requests are satisfied whenever possible but cannot be guaranteed.
4. The College reserves all rights concerning assignment or reassignment of all students. Requests for change will be considered but not necessarily approved. Students must secure prior approval of the Housing Office before moving to another assignment.
5. In the event of vacancies the College will require the lone student in a room to find a roommate of his/her own choosing, if time permits, to accept another student who is on the waiting list or in a tripled situation, or to move into another space to consolidate openings. Any student who remains in a room without a roommate will be charged the single rate for the remainder of the semester. Empty beds are rental possibilities for the college. **STUDENTS MAY NOT REFUSE ANOTHER COLLEGE ASSIGNED STUDENT THE USE OF AN UNOCCUPIED BED.** Penalty incurred will be judicial action and single room charges for the remainder of the semester or academic year.

C. CHARGES FOR THE YEAR

1. Room charges are established by the local institution with the approval of the Central Administration of the State of New York. Rates are subject to change; but whenever possible, reasonable notice will be given of cost changes. Rates are published in separate documents and made available with room assignment materials.
2. An advance deposit of \$100 is required to reserve space in the residence halls. The deposit is deductible from the room rental charge.
3. Assignment to an increased occupancy room is a temporary measure. Students **MUST** move into normal occupancy quarters when vacancies occur OR pay the standard occupancy rate. No student can continue to pay increased occupancy rates if vacancies exist. Both that student and the students remaining in the room he/she vacated will have their rental rate adjusted. Students who sign a supplement to this license for the individual room program (IRP) after a semester begins will have that rate calculated from the date of its inception.
4. **Dining plan rates are determined by Oneonta Auxiliary Services.** All resident students are required to have a Resident Dining Plan. You will automatically be assigned to the Resident Dining Plan, providing unlimited access to the Resident Dining Halls. The Resident Dining Plan also includes a portion of Retail Dining Dollars to be used at retail venues. The charge for the meal plan will appear on each semester's bill.

Students residing in Higgins Hall have the option of a special Higgins Plan, comprised entirely of Retail Dining Dollars. This is a reduced meal plan, and assumes that the student will cook several of their own meals. Higgins Residents must select the Higgins Plan on their bill; otherwise they will be assigned to the regular Resident Dining Plan.

We operate a tax-free dining plan under state law which mandates that funds paid into the plan are non-refundable. Unspent retail dining dollars remaining from fall semester will be rolled over and added to the plan for spring semester. Any balance remaining at the end of the academic year in May is forfeited. Please see the following web site for details. www.oneonta.edu/oas/diningplans

5. The costs of basic (local) telephone service and voice mail are included in room rental charges. Students who wish off campus and long distance service must contact the Office of Telecommunications to be assigned an authorization code. Each student is billed for their own personal calls. Phone lines must remain where presently affixed. Students bring their own telephone instruments and must be FCC approved.
6. The cost of basic cable television service is included in room rental charges. Students who wish extra services (HBO, etc.) must separately contract with Time Warner Cable TV.
7. The loss of a student's residence hall key/combination/access card requires the changing of room locks. The student originally assigned the key/combination/access card will be assessed the cost of the required lock/combination change and keys/access card.

D. OCCUPANCY

1. **Check-in time: 8:00 AM – 9:00 PM Sunday, August 22 for all students.** New students, who have not attended an Orientation Session, please refer to your Orientation materials for details.
2. **NEW STUDENTS** who must arrive after that date and/or hour must notify the Residence Hall Director of anticipated time of arrival. **ANY STUDENT** who has not claimed his/her room assignment by the first day of classes of each semester, and has not duly notified the Residence Hall Director, or the Housing Office, will be considered a "no show" and that room space will be reassigned.
3. For energy conservation and security reasons, the residence halls will close for the following periods:

Saturday, Nov. 20 at 9:00 AM until Sunday, Nov. 28 at 1:00 PM

Saturday, Dec. 18 at noon until Sunday, Jan. 16 at 10:00 AM

Saturday, Feb. 19 at 9:00 AM until Sunday, Feb. 27 at 1:00 PM

Saturday, Apr. 16 at 9:00 AM until Monday, Apr. 25 at 1:00 PM

No students are permitted to remain in residence. Specific times and procedures that MUST be followed will be posted in advance. Interim accommodations are the responsibility of the individual student.

4. **The residence halls close for the summer months at 9:00 AM on Thursday, May 19. Graduating seniors in residence during the spring semester may retain their room assignments until 6:00 PM, Saturday, May 21.**
5. Termination of occupancy REQUIRES the student to (1) remove all personal belongings from the room, (2) have the room condition inspected by the Resident Advisor or Residence Hall Director using the previously completed room condition form, and (3) return all keys/access cards. Failure to return all keys/access cards at termination of occupancy will result in charges for lock change(s) and new keys/access cards.
6. Any personal belongings left behind by a student following termination of occupancy will be disposed of at the discretion of the college without any responsibility to account for such property. A charge will be incurred for the disposal.
7. **All students must vacate the residence halls within 24 hours of their last final exam each semester, or by the closing of the hall, whichever is earlier.**

E. REFUND POLICIES

1. For those students OFFICIALLY WITHDRAWING OR TAKING A LEAVE OF ABSENCE FROM THE COLLEGE a refund of advance \$100 deposit will be made if a WRITTEN request to the Housing Office is RECEIVED prior to July 1; for second semester - prior to January 1. Students taking an official leave or officially withdrawing on or after July or January 1 but prior to occupancy will receive room refund, if due them, but not refund of \$100 deposit. Students who are released from the Residence Hall Contract for the purpose of relocating off campus will receive refund of monies if due them, but always forfeit the \$100 housing deposit/monies due to college plus \$350 in liquidated fees.
2. Students academically ineligible to continue receive automatic refund of room rental monies due them. However, a guest rental rate will be applied to students not vacating the premises as directed by the College.
3. **Any student terminated from the residence hall for disciplinary reasons will receive no refund of room rent, plus a \$350 charge in liquidation fees.**
4. Room refunds AFTER OCCUPANCY are based on the date occupancy is acceptably terminated (see D.5) PROVIDED THE AGREEMENT HAS BEEN PERMISSIBLY TERMINATED (SEE A.2 & A.3). After a student has occupied a room beyond the first day of classes in a semester there will be no refund for 1/4 of the semester. After four weeks of occupancy there will be no refund for 1/2 of the semester. Students not withdrawing from rooms before the second half of the semester begins will receive no refund. As long as a student has keys/access cards to their room and/or belongings in the room, they will be assessed room rent.
5. **Dining plan refund policy is established by Oneonta Auxiliary Services in compliance with New York State Law governing tax-free student dining plans. The policy provides for a prorated refund taking into account an administrative overhead cost incurred, and the number of weeks in the semester which have passed at the time the student leaves the College. A student who withdraws from the College, or is found academically ineligible to continue after the Fall semester and prior to the beginning of the Spring semester, is not entitled to a refund for any unused declining balance amount. Similarly, any declining balance remaining at the end of spring semester is forfeited. A copy of the refund policy is available on the OAS website. <http://www.oneonta.edu/oas/thefineprint.asp#Dining>**
6. Refunds may take 4-6 weeks after all proper procedures have been followed and paper work has been completed.
7. **Written appeals not received by the Housing Office concerning any assessments of room rental within 30 days means you accept charges as stated.**

F. DAMAGES

1. Each student will be held responsible for any damage beyond reasonable wear to his/her room, the furniture, and equipment contained therein and for any damage caused by him/her to any other part of the residence hall and/or premises. The charge will include labor and replacement costs. These costs are ultimately determined, utilizing the room condition report, by the Residence Hall Director, not the Resident Advisor.
2. When a damage condition exists in a room or in a common area of a residence hall, and a student or students are not identified as responsible, all the students in that effected living unit/area may be assessed for the repairs. Public space within a residence hall refers to any area that is open and accessible to all residents of the building, including but not limited to hallways, stairwells, lounges, bathrooms, etc.
3. Assessments are to be paid at Student Accounts in the Administration Building room 243 within TEN BUSINESS DAYS of billing or prior to the next registration, whichever is earlier.

G. STANDARD REGULATIONS

1. Adherence to regulations as outlined in this agreement is expected, as well as adherence to information to which it refers in the College catalogue, in the Student Handbook, and as legislated by various governing bodies of the College including hall governments. Violations could result in official disciplinary action being invoked against the offending person(s).
2. It is each student's responsibility to monitor and respond to messages on voicemail on their residence hall room telephone, email provided by the College, and their residence hall mailbox. College officials utilize these three official services of the College to make contact with students.
3. The following are prohibited in and around College property:
 - a. Possession or being in the presence of alcoholic beverages, illegal drugs, or drug paraphernalia. Alcohol paraphernalia (e.g. kegs, beer balls, wine cooler flasks, cans, bottles, taps, empty cases, funnels) is not permitted on campus. Collections of alcohol beverage bottles/cans are not permitted.
 - b. Illegal, disruptive, disorderly behavior, or excessive noise, including the playing of musical instruments in your living unit.
 - c. Weapons: possession or keeping of a deadly instrument on campus (including in any vehicle) or use of any object with intent to harm another, is prohibited. This includes, but is not limited to, firearms, explosives, explosive devices, knives, blackjacks, chukka-sticks, sling shots, kung fu type weapons, fireworks, firecrackers, CO-2 type firearms, spring-powered firearms, chemical aerosol spray. Violators will be subject to criminal prosecution and/or disciplinary action from the college. The use of pepper aerosol spray for anything other than self-defense purposes is prohibited.
 - d. All animals, except small fish.
 - e. Water beds and any other items imposing unreasonable stress.
 - f. Candles, incense, any open flame devices, or fuel of any type, live Christmas trees, smoke bombs.
 - g. All halogen lamps, space heaters, and any non-UL approved lamps, etc.
 - h. Extension cords/multi-taps without a circuit breaker. Surge protectors are permitted, especially ones with circuit breakers, yet cannot be connected to another surge protector to add length to an outlet.
 - i. Any large fabric wall hanging (tapestries, flags, etc...) is prohibited.
 - j. Decorative string lights (holiday lights, rope lights, etc.) are permitted ONLY between Thanksgiving and the end of the fall semester. Fines imposed on the college for fire safety violations will be passed on to all students occupying a bedroom/unit.
4. THE COLLEGE MAINTAINS NO INSURANCE FOR PROPERTY LOSS OR DAMAGE FOR ANY CAUSE, therefore, the student should carry personal property insurance or have appropriate coverage through their parents' homeowner policy. Student rooms should be kept locked to minimize theft.
5. The College furnishes a single bed and makes available suitable study and closet space. These furnishings are not to be removed from the room. Furnishings provided in the public areas of the residence halls are to remain in those locations. A fee will be charged for the removal, return, and/or reassembling of furniture, and possible disciplinary action will be instituted.

In Higgins Hall, ALL college furnishings must be accounted for and MUST REMAIN within each designated apartment.
6. The student needs to furnish: study lamps, certified fire retardant curtains, rugs, pillows, blankets, bedspread and other bed linens. Any curtains students wish to bring must be fire retardant. Students must produce a certificate of compliance to their Residence Hall Director before curtains can be used in the residence hall. Fines imposed on the college for fire safety violations will be passed on to the responsible student(s).
7. The student must recognize the College's concern with energy consumption and limit electrical devices brought to campus. Those that are must operate properly.
 - a. **In Higgins Hall:** cooking appliances are permitted EXCEPT appliances with an open coil. Full size refrigerators are provided in the kitchen area of each apartment. Any refrigerator not provided by the College must be limited in size to counter-top height. Sunlamps, air conditioners, and electric blankets are not permitted.

- b. In all other Residence Halls: PROHIBITED: all cooking appliances**, sunlamps, air conditioners, water coolers with built-in heating elements, and electric blankets. **PERMITTED:** refrigerators (limited in size to counter-top height), automatic shut-off coffee/tea makers, and microwaves. These items are limited to one per bedroom, and **MUST** be registered at check-in with the Residence Hall Director.
8. Each student is responsible for maintaining the room in a sanitary and orderly condition as determined by the College. Charges will be assessed for any special cleaning necessitated by improper care, and revocation of student will occur.
 9. Students are not permitted to paint their rooms. Questions about this should be directed first to the Residence Hall Director.
 10. No student can put paneling on room walls. Lofts may be constructed after receiving proper permission and guidelines from the Associate Director of Residence Life.
 11. With the exception of Higgins Hall kitchens, residence hall rooms are not designed for the preparation of meals with other than the use of the approved appliances above (G.7.b.); they are not properly ventilated nor do they have proper disposal facilities; they do not meet Board of Health regulations nor State of New York fire codes for such use.
 12. Precautions must be taken for fire/life safety:
 - a. Smoking is not permitted in any residence hall. Smoking is not permitted within 20 feet of any external exit of a residence hall.
 - b. A student found tampering with fire equipment and/or pulling false alarms is subjected to suspension/dismissal from the college and legal prosecution.
 - c. Fire drills are compulsory. Everyone must vacate the building during fire drills and alarms. Failure to do so will result in disciplinary action.**
 - d. Trash removal and recycling procedures are posted. Adherence is mandatory.
 - e. A student found tampering with card access equipment and/or locks or latches is subject to suspension/dismissal from the college and legal prosecution.
 13. Students are not permitted on Residence Halls roofs or window ledges. Window screens are not to be removed at any time and nothing is to be thrown from the windows.
 14. Solicitation/sales by residents or others is prohibited in the residence halls or dining halls unless approved by the Hunt Union Director and the Director of Residence Life.
 15. All visitors and guests on campus at any time will be expected to voluntarily conform to all college and living center regulations. Those who do not will be required to leave. In the event of law violation or non-compliance with a request to leave, he/she will be considered a trespasser and appropriate law enforcement authorities notified.

A residence hall guest is any person who is not a resident of that room. Permission must be secured from each resident in the room before an overnight guest may stay. The Residence Hall Directors have full authority to limit guests in a room, reject guests, or evict guests if, in their judgment, the health and safety of students is being jeopardized and/or reasonable behavior standards are being violated. The overnight guest is required to register with the Residence Hall Director or Resident Advisor. Overnight guests may not visit more than twice per month and not longer than two consecutive nights per visit. Each resident is not permitted to have more than 2 overnight guests visit at a time. Exceptions for special cases may be made through the permission of the Residence Hall Director. Residents are responsible for complying with these procedures and for their guests' actions.
 16. The use of opposite gender bathrooms is prohibited.
 17. Students are not permitted to give their residence hall keys/combinations/access cards to anyone. **Students are not permitted to prop open any outside doorways.**

H. SOUND LEVEL POLICY

1. Sound levels, at all times, are to be kept at a minimum. At no time should sounds reach an unreasonable level which will disturb roommates, other residents, or members of the community. In the residential setting, each student's right to quiet study, sleep, and privacy, at all hours is regarded by the College to be of paramount importance and as such, persistent violators will be subject to disciplinary action.

Powerful stereo equipment is inappropriate for the residential setting. The College encourages the use of earphones with **all** stereo equipment.
2. Residency in the designated "Quiet Section" requires that all noise levels be kept to a minimum and within the confines of the actual assigned room 24 hours a day, 7 days a week for the entire academic year.

I. DIRECTORY INFORMATION

In compliance with the Federal Family Education Rights and Privacy Acts of 1974, students who do not wish directory information (home addresses and phone numbers) released to persons or agencies outside the State University **MUST** submit a written statement to that effect to the Housing Office by July 1 (January 1 for Spring term entrants). Directory information is available to offices within the College.

J. UNCONDITIONAL RIGHTS OF THE COLLEGE

1. The College may revoke or reassign rooms for occupancy management or violations of herein stated regulations, health, safety, or social reasons, any reason deemed sufficient by appropriate College authorities.
2. Every effort will be made to avoid unnecessary intrusions on student's privacy, but the College reserves the right to enter student rooms to make periodic announced room inspections as well as enter student rooms when there is reasonable belief that an occupant in the room may be physically harmed or endangered.

The College also reserves the right to have an authorized agent of the College, with the written approval of the Vice President for Student Development, or the person designated to act in that capacity in his absence and authorization of the College President, inspect student rooms when there is reasonable belief that (1) College property is being damaged, (2) that College policy is being violated, or that (3) maintenance and/or repair is necessary.
3. The College may terminate this agreement at any time for reasons of safety, security, and conduct of its residence program.

K. POLICY REVIEW

To maintain a responsible environment, the College feels that it is necessary to establish and enforce certain of its own regulations, i.e., this agreement. Campus policies, however, are not and should not be unalterable. Periodically these policies will be reviewed jointly by students, faculty, and administrators as to needs, validity, and effectiveness.

When you sign your Residence Application you are agreeing to abide by this Residence Hall License for both Fall and Spring semesters, 2010–2011. This Agreement is legally binding.

