Terms and Conditions of Alumni Commons Occupancy, 2014-2015

AGREEMENT

Minimum living condition standards are established and include: 1. The Alumni Commons (AC) residences are constructed and maintained to conform to all applicable safety codes and health standards; 2. AC residences provide for a regular schedule of cleaning common areas (suite building corridors, lobby, laundry room, public bathroom, study rooms); repairs are made as promptly as possible depending upon availability of materials and personnel; 3. AC residences provide each student resident with adequate living space, furniture such as a bed, desk, dresser space, closet space, and appropriate heat, light, and hot water; 4. AC residences have established and maintain a procedure for routine and emergency repairs through the Director of Alumni Commons in conjunction with the campus Facilities Management Department; 5. AC residences have a procedure for student residents in the event of the loss of services such as heat, light and hot water in residences for an extended period.

Furthermore, SUNY Cobleskill has established a set of specific guidelines regarding AC living as listed in this "CAMPUS RESIDENCE AGREEMENT" which is reviewed and positively affirmed or signed by all students prior to checking into the AC residences at the beginning of the fall term, or upon first-time entry.

A. GENERAL TERMS AND CONDITIONS

1. AC suites and townhomes are to be occupied only by full-time degree students who have earned a minimum of 48 credit hours. All residence agreements are for an entire academic year (fall semester and spring semester). In the event that suites/townhomes are not fully occupied and/or to provide accommodations for special circumstances as determined by the Director of Residential Life, the College reserves the right to assign students with fewer than 48 credit hours as necessary. Occupancy during break periods between August and May is available. Occupancy during the time between commencement and fall arrival is available at an additional charge.

2. The terms and conditions of AC residence occupancy are for room and board for the entire academic year, or any remaining portion thereof.

3. Exceptions to A2 include: students who withdraw or take a leave from the College; students in officially-recognized off-campus academic programs for that specific semester; December graduates; and students academically ineligible to continue.

4. Requests to terminate this AGREEMENT to move off campus for reasons other than specified in A3 must be stated in writing to the Director of Residential Life by December 1st for spring and April 1st for fall. Approved requests will be assessed a $500 agreement termination charge. Campus regulations require that AC residence space must be fully utilized before permitting students to reside elsewhere.
5. To be considered for AC occupancy, an applicant must be a minimum of 17 years old. Further, if the applicant is 17 at the time residency is taken, s/he must turn 18 during the first semester of enrollment at the College to be eligible for AC housing. Exceptions for special circumstances will be considered by the Director of Residential Life and/or designee.

6. All AC residents must contract for one of the standard residential or special Alumni Commons board options offered by CAS Dining Services.

7. Students moving off campus after the first week, by permission, or at the request of the College, must contact the CobyCard Office to change or terminate the meal plan if a change or termination is requested.

8. The last meal provided under contract by Dining Services prior to vacation periods will be lunch the day before the recess begins, unless specifically announced and posted by CAS Dining Services.

9. The first meal after vacation periods will be dinner the evening before classes resume.

10. Suite/townhome and board charges are payable in advance of each semester. A statement of charges is available to students in July and December. Do not send payment before receipt of statement.

11. Student signatures and/or electronic positive affirmations agreeing to these TERMS AND CONDITIONS bind the student to this AGREEMENT and afford the student an opportunity to occupy "a" space in an AC residence assigned by the College for the period designated in A.10.

12. Failure to occupy a space after signing this agreement does not relieve the student of the responsibility to fulfill the terms and conditions of AC residence occupancy. Likewise, a student who occupies a space without signing or electronically affirming the AGREEMENT is responsible, nevertheless, for all terms and conditions, and/or can be subject to the trespassing laws of New York State.

13. Occupancy dates for 2014-2015 are as follows: August 21, 2014 to May 10, 2015. Alumni Commons closes at 5:00 pm on May 10, 2015. Summer occupancy may be requested at an additional rate.

14. The College reserves the right to remove students from campus housing who are not actively attending classes or are registered for less than 12 credit hours.

B. ASSIGNMENT PROCEDURES
1. Room assignments will not be made nor changed on the basis of race, religion, sexual orientation, or national origin.

2. Continuing students make room selections in the spring semester for the following year. Continuance in residence is determined by a lottery system and available space.
3. New students are assigned to space according to the date all requested housing materials have been submitted.

4. Special requests are satisfied, when possible, but cannot be guaranteed.

5. The College reserves all rights concerning assignment and/or reassignment of all students. Requests for change will be considered but not necessarily approved. Students must secure prior approval of the Director of Alumni Commons and the Residential Life Office before moving to another assignment.

6. A fee of $20 will be imposed for the third (and any beyond) change in housing assignment in any one academic year.

7. In the event of vacancies, the College will attempt to fill the vacancy as quickly as possible. Empty beds are rental possibilities for the College. Students may not refuse another College-assigned student equal use of the suite or townhome to which he/she has been assigned. Penalty incurred may be disciplinary action and/or assessment of full rent for that bed. Remaining residents of the suite/townhome are encouraged to find a replacement to fill such vacancy as well.

8. Suites or townhomes which become disruptive or are in violation of College policies will have residents reassigned at the discretion of the Residential Life Office.

9. All interior spaces are tobacco-free. The College reserves the right to reassign a resident who smokes out of a tobacco-free living area.

C. CHARGES FOR THE YEAR
1. Suite/townhome charges are established by the campus and are subject to change. Whenever possible, reasonable notice will be given of cost changes.

2. An advance deposit/suite or townhome rental payment of $100 is required (along with additional housing materials) to reserve space in the AC residences.

3. Suite/townhome rental charges per semester for the 2014-2015 academic year are: Townhome room occupancy - $4,680; Suite room occupancy - $4,630.

4. The rate for each semester will be based on the type of occupancy (Suite or Townhome) as of the first day of classes for that semester. After the first day of classes, if occupancy type changes, rental rates will be adjusted accordingly at the time of the official census or documentation of the occupancy change.

5. Board rates are determined by the Cobleskill Auxiliary Services. These amounts will appear on the student's statement of charges.

6. A fee of $15 is assessed from each resident for educational and social programs. The fee is incorporated in your semesterly statement of charges.
7. The loss of the bedroom, suite or townhome key(s) will necessitate the replacement of the key(s) and lock core at a charge of up to $109.50. Students who, through loss of keys or some other reason, are locked out of their rooms can request assistance in gaining re-entry according to the Lockout Policy. Students may not share their keys or ID cards for use by another person.

D. OCCUPANCY
1. Check-in time will be published prior to each semester.

2. NEW STUDENTS who cannot arrive by that date and/or hour must notify the Residential Life Office of the anticipated date and time of arrival. ANY STUDENT who has not claimed his/her suite/townhome assignment by the first day of classes of each semester, and has not notified the Director of Alumni Commons or the Residential Life Office, will be considered a "NO SHOW" and that room space will be reassigned.

3. For energy conservation and security reasons, the AC residences will remain open during breaks and vacations for those residents who request to remain during those periods. Actual break dates will be published each fall. Specific times and procedures that MUST be followed will be posted in advance. Fall residents not returning to enrollment in the spring will be expected to check-out by a date in December, as published in the fall.

4. The AC residences close for the summer months at 5:00 pm on Commencement Day. Students participating in Commencement may retain their rooms until 5:00 pm on Commencement Day. All other students are required to check out and vacate their residences within 24 hours of their last academic experience.

5. Termination of occupancy REQUIRES the student to: remove all personal belongings from the room; have the room condition inspected by the Commons Community Assistant OR the Alumni Commons Coordinator using the previously-completed room condition form; and return all keys. Failure to return all keys at termination of occupancy will result in charges for lock changes and new keys. It is expected that all rooms will be left in a reasonable state of cleanliness, which includes sweeping out the room and picking up all loose articles. The College reserves the right to charge a cleaning fee for those rooms left in unacceptable condition.

6. Any personal belongings left behind by a student following termination of occupancy may be disposed of by the College at its discretion without any responsibility to account for such property.

7. Students not continuing their residency in January must properly check-out of assigned housing by removing all personal property, submitting room key and leaving the room in the condition it was found at check-in by the designated check-out date prior to the start of the spring semester as determined by the College (usually 10 days before the start date of classes in January). Those failing to follow this process are subject to property being discarded and room lock being recored (both actions will be the financial
responsibility of the former resident and/or the former resident may be assessed a weekly room rental fee until such time as the proper check-out steps have been completed, as the room may not be rented to another individual until proper check-out has been completed.

E. REFUND POLICIES - Established by the State University of New York
1. For those students withdrawing or taking a leave of absence from the college, refund of the $100 deposit will be made if a written request to the Director of Residential Life is received by May 1 prior to your Fall semester arrival or by November 1 prior to your Spring semester arrival or within 30 days of the date of your acceptance, whichever is later.

2. Students academically ineligible to return will receive an automatic refund of monies due them.

3. Student removed from AC residences for disciplinary reasons will not receive a refund of suite/townhome rental paid for occupancy in that semester.

4. Suite/townhome refunds AFTER OCCUPANCY are based on the date occupancy is acceptably terminated (see D.5) PROVIDED THE TERMS AND CONDITIONS OF ALUMNI COMMONS OCCUPANCY AGREEMENT HAS BEEN PERMISSIBLY TERMINATED (see A. 2, 3, 4). After a student has registered and occupied a space beyond the first day of classes in any semester, there will be no refund for the balance of that quarter of the semester for suite/townhome charges.

5. After a student has selected or has been assigned a suite/townhome, but prior to occupying that space, approved written requests for release from the AGREEMENT will result in forfeiture of the housing deposit, but other monies paid for housing will be returned. Exceptions are noted in Section A. 3.

6. Board refund policy is established by the Cobleskill Auxiliary Services. The ID/DINING CARD MUST BE SURRENDERED to the Cobleskill Auxiliary Services Office or to a Dining Hall Manager before refunds, if any, are processed.

F. DAMAGES
1. All resident students may be assessed, as authorized by the State University of New York, a residence hall damage deposit. Damage account files will be maintained on each student for each semester of residence.

2. Students residing within a campus residence will be held accountable for any costs of repairs or replacements to the physical structure, fixtures, equipment and furnishings of areas/rooms in the residence which are reasonably determined to be caused by intentional, willful, malicious, negligent, or careless/unjustified damage or destruction to said facilities. The charge will include material, labor and administrative costs.
3. When damages to common areas occur and it cannot be ascertained which student(s) are responsible for damage, assessments will be made against all living unit residents, corridor residents, or all hall residents, depending on the situation.

4. All students will be assessed for damages as damages occur and at the end of each semester. Bills will be issued as damages occur and/or at the end of each semester.

5. The deposit, when assessed, will be applied to any damage assessments billed at the end of occupancy for the academic year (whether during that academic year or after check-out in May). Supplemental billing will occur if needed. Remaining damage deposit amounts will then be applied to any other outstanding college obligation. Once all college obligations are satisfied, remaining damage deposit amounts will be sent to the student at the permanent home address.

6. Those students who have had the deposit waived due to admissions reasons will be assessed full damage charges and billed at the end of each semester.

7. Students are also responsible for the cleanliness of their suite/townhome bedroom spaces, common areas, and the outdoor areas adjacent to the complex. Students remove trash and recyclable materials from their suite/townhome and living areas to the interior designated spaces of the suite building or to the outdoor trash and recycling areas accessible for both townhome and suite residents. Areas requiring additional cleaning beyond the normal cleaning schedule will incur an assessment against appropriate damage accounts.

8. The cost for administration of the assessment process, billing, and correspondence may be made and listed as either “administration” or “wear and tear” on the damage documentation.

G. STANDARD REGULATIONS
1. Students must adhere to all College regulations as outlined in the Student Handbook, “ON THE HILL,” and other official publications, as well as this AGREEMENT.

2. Mindful that the Student Conduct Codes promote healthy and respectful behavioral choices, the following are expressly prohibited in and around College property:
   a. Possession of, sale, distribution, use or involvement of any kind with non-prescribed narcotics and/or illicit/dangerous drugs, drug-related paraphernalia and/or devices, and/or alcoholic beverages and/or alcohol-related paraphernalia (see section H, item 21);
   b. Inappropriate collection or display of empty or refilled alcohol containers;
   c. Illegal, disruptive, disorderly behavior;
   d. Possession and/or use of weapons or firearms of any kind, including, but not limited to: bows, arrows, archery equipment, air guns, pellet guns, dart guns, paintball guns, chukka sticks, ammunition, CO2 cartridges, laser pointers, fireworks, firecrackers, explosives or dangerous chemicals of any kind;
   e. pets, except small fish;
   f. waterbeds, and any other items imposing unreasonable structural stress;
g. loud and disorderly conduct, as well as excessive noise, and loud stereos;

h. propping exterior doors open; tampering with student room doors; opening locked entrance/exit doors to permit entry into the residence;

i. tampering with or damaging safety devices or systems in any way;

j. the use of paint (including washable or temporary paint) and chalk products on walls and doors.

3. Fish tanks are limited to 20 gallons or less and one per resident.

4. THE COLLEGE MAINTAINS NO INSURANCE FOR PROPERTY LOSS OR DAMAGE FOR ANY CAUSE; therefore, the student should carry personal property insurance, if desired. Suites/townhomes should be kept locked at all times to assure personal safety and to safeguard possessions.

5. The College furnishes student bedrooms with a bed, desk, chest and chair. Living rooms are furnished with sofa, chair, multipurpose tables. Suites/townhomes have full kitchens with refrigerator, stove, microwave oven and cabinetry. These furnishings are not to be removed from the room. Furnishings provided in the public areas of the residence are to remain in these locations. A fee for the removal, return, reassembling and/or replacement of furniture will be charged as determined by the College.

6. The student needs to furnish: study lamp (using Energy Star rated bulbs, please), rugs, pillow, blanket, bedspread, and other bed linen as well as all kitchen supplies (e.g. bowls, plates, pots and pans, utensils, etc.). Residents must provide their own cleaning products to keep their living units clean. Please use fire retardant items. All items of furniture which students request to bring into the residence hall must comply with safety standards as determined by the Director of Residential Life. Unapproved items will be prohibited.

7. In consideration of both safety and energy conservation the student must limit electrical items brought to campus. The Director of Residential Life will employ a reasonable standard when limiting the amount of electrical draw from student items permitted in a living unit. Allowable items must operate properly. The College reserves the right to inspect electrical appliances for safety and energy considerations, and to ban certain appliances which do not conform to College standards as determined by the Director of Residential Life.

8. Each student is responsible for maintaining the suite/townhome in a clean and orderly condition. Permissible decorations vary in each unit; information will be provided upon check-in or prior to special occasions. Charges will be assessed for any special cleaning necessitated by improper care. No flammable material may be hung from ceiling; wall posters or other flammable materials must be limited to no more than 10% of aggregate area of walls and ceilings and no closer than 18” from the ceiling.

9. Storage space in each living unit is limited. Unreasonably large, excess items (e.g.: bicycles) cannot be stored in the suites/townhomes. Fire codes prohibit storage of any
items in the hallways. No motorized vehicles are to be parked or stored in the living units, except motorized wheelchairs as authorized by the Director of Residential Life.

10. Fire, safety, and health codes prohibit cooking in student bedrooms. Cooking and meal preparation is limited to the kitchens of living units.

11. Precautions must be taken against fire:
   a. Smoking is very limited on the campus and is permitted outdoors only. Smokers must be no closer to any campus residence than 25'; all residue must be disposed of properly;
   b. Smoking devices of any kind are prohibited;
   c. Interior spaces of all residences are designated as smoke-free;
   d. A student found tampering with fire safety equipment of any kind, (including smoke alarm, fire alarm, emergency lighting, sensor equipment, and exit signs, for example) and/or pulling false alarms is subject to immediate suspension from the College and criminal prosecution;
   e. ALARMS/DRILLS REQUIRE EVERYONE TO VACATE THE BUILDING;
   f. Trash removal procedures are posted in each area; adherence to these procedures and to recycling requirements is mandatory;
   g. The possession of candles or incense is strictly prohibited;
   h. The possession and/or use of halogen lamps, extension cords, bar/neon signs or gas/electric heaters are prohibited.

12. Students are not permitted on roofs or window ledges. Window screens are not to be removed at any time and nothing is to be thrown from windows. Any trash found around residences must be removed by the residents. Students found responsible for throwing trash out of residence windows will be subject to immediate residence relocation or dismissal.

13. Solicitation/sales by residents or others is prohibited on campus, unless approved by the Vice President for Student Affairs.

14. Living in Alumni Commons carries with it the privilege to host guests and visitors. Residents and their guests and visitors must at all times conduct themselves in an orderly manner and must not exhibit behaviors/conduct that is disruptive to the Alumni Commons community or in violation of any College and living unit regulations. Alumni Commons residents are responsible for the conduct of their guests and visitors and will be held accountable accordingly. The right to privacy and normal use of the suite or townhome by the roommates must be respected by the resident who is hosting guests and visitors.

   a. The total number of residents, guests and visitors present must not exceed occupancy limits of the area. A three-bedroom unit is limited to a total of three guests/visitors. A four-bedroom unit is limited to a total of four guests/visitors. A six-bedroom unit is limited to a total of six guests/visitors. All fire codes, including those related to occupancy limits, must be respected.
b. Overnight guests may be present up to a maximum of three nights per weekday night (Sunday through Thursday). Permission to remain beyond this time frame must be granted by the Director of Alumni Commons. Weekend guests are permitted on weekend nights (Fridays and Saturdays). For safety and awareness of who is staying as guests, all overnight guests must be registered with the Alumni Commons central office via an electronic confirmation process by 3:00am.

c. The Director of Alumni Commons has full authority to limit guests and visitors, reject guests and visitors, evict guests and visitors, if in their judgment, the health and safety of students is being jeopardized and/or reasonable standards of behavior are being violated or rights of privacy are being violated. In addition, suite/townhome occupants have the right to request of the Director of Alumni Commons for cause as outlined above that a roommate’s visitor or guest privilege be revoked and/or that a current visitor or guest be removed.

d. Visitors (students and non-students) may be present any day of the week, but visitation must end by 3:00am. A resident who wishes to have a visitor stay overnight must register that person with the Alumni Commons staff by midnight (as noted in section G. 14. b. above).

e. Guests and visitors may be banned from Alumni Commons at the discretion of the College for behavior that is violating campus policies, or disruptive, or criminal in nature, or dangerous to the Alumni Commons community. Alumni Commons staff may also exclude any person who refuses to show photo ID or refuses to self-identify as a guest or visitor of Alumni Commons. Residents who host banned persons are subject to disciplinary action which may include eviction and/or relocation to other campus housing. In the event of law violation or non-compliance with a request to leave, such person will be considered a trespasser and appropriate law enforcement authorities will be notified.

f. Residents are responsible for complying with all guest and visitor policies and for the actions of their guests and visitors.

g. At no time is it acceptable that a student be deprived of sleep, privacy or study accommodations due to the presence of a guest or visitor. If a student has a problem with a guest or visitor, the student is encouraged to inform the Director of Alumni Commons or the staff member on duty.

15. Students are expected to keep the residences clean and orderly at all times. Students who fail to comply are subject to relocation or termination of residential contract.

16. Furniture that students purchase or bring from home into the residences must conform to reasonable standards related to safety. Items compromising student safety (including, but not limited to, unapproved sofas, futons, upholstered cushion furniture, and so on) will not be permitted in residences. Students may not construct items (for example, lofts or shelves) for use in residence rooms.
17. Guidelines for acceptable residence check-out are distributed prior to the end of each semester and by request from the professional staff and the Residential Life Office. Students must comply with these guidelines.

18. Note that trash/recycling rooms may not be open during the end-of-year move-out period, when all trash must be removed from the building and placed in the designated receptacles (dumpsters).

19. Recording of images or audio in a place where a person would have a reasonable expectation of privacy is prohibited.

20. Approved knives or tools used for academic purposes are to be kept secure at all times. Pocket knives or similar instruments are likewise to be kept secure at all times. Those knives or weapons prohibited by law are prohibited.

21. Alumni Commons Alcohol Policy.
   a. Alumni Commons is required to uphold all State, local and federal laws regarding the use of alcohol. Alumni Commons residents and their guests and visitors who are 21 years of age or older are permitted to possess and consume alcohol in suites and townhomes or other areas designated for such use by the Vice President for Student Affairs. Suite and townhome residents, guests and visitors younger than 21 years of age may be present, but by NYS law are not permitted to possess or consume alcohol.
   
   b. Alcoholic beverages and the possession of open containers of alcohol are prohibited in all open areas of Alumni Commons (outside of the suite or townhome unit, in stairwells, hallways, public areas such as the lobby, laundry room, and outdoors) unless approved by the Vice President for Student Affairs.
   
   c. Only reasonable amounts of alcohol will be permitted at any given time as determined by the Director of Alumni Commons. The use of kegs, beer balls, or any large quantities which may lead to large gatherings are all prohibited.
   
   d. Alcohol-related paraphernalia (e.g. taps, funnels, and so on) is prohibited.
   
   e. Alumni Commons and its residents are responsible for compliance with all New York State laws as they pertain to alcoholic beverages, especially as those laws relate to minors. Minors must never be given alcohol under any circumstances.
   
   f. Violation of the Alumni Commons Alcohol Policy will result in campus disciplinary sanctions which may include housing reassignment or removal from Alumni Commons. Note that removal from campus housing comes with no refund of paid housing fees for the semester (see section E. 3, above).

H. QUIET HOURS
1. Campus-wide QUIET HOURS are: 8:00 pm to 8:00 am on Sunday, Monday, Tuesday, Wednesday, Thursday, and from 11:00 pm to 8:00 am on Friday and Saturday. During
quiet hours, no noise should be heard beyond a suite or townhome closed room window or door.

2. At Final Examination times, 24-Hour Quiet Hours begin at least one week prior to Finals and extend through the entire period of Final Examinations.

3. CONSIDERATION HOURS: At all times noise is to be kept to a level which will not disturb other residents or other community members. This means that at no time will music (including stereos) or other noise-producing activity be loud enough to be heard outside the student's room or building. The use of headphones, when appropriate, is encouraged.

I. PARKING

1. Parking is by permit only. While there are numerous parking spaces assigned to Alumni Commons, the purchase and proper display of a parking permit do not guarantee the availability of a parking space at the Alumni Commons site. Alumni Commons residents may need to park in other designated student parking spaces as determined by campus policy/University Police. Parking spaces are for the sole use of Alumni Commons residents. Guests and visitors are required to park in designated campus guest parking spaces. Vehicles parked illegally or without the appropriate permit are subject to being ticketed and towed at the owner's expense.

J. UNCONDITIONAL RIGHTS OF THE COLLEGE

1. The College may repossess or reassign suites/townhomes for: violations of herein-stated regulations; health, safety, or social reasons; violations of the STUDENT CONDUCT CODES; or any reason deemed sufficient by the Vice President for Student Affairs/Assistant Vice President for Student Affairs in consultation with the College President.

2. Every effort will be made to avoid unnecessary intrusions on a student's privacy; however, the College reserves the right to enter student living areas and rooms to make periodic announced suite/townhome inspections as well as to enter suites/townhomes when there is reasonable belief that an occupant in that unit may be physically harmed or endangered or that unsafe conditions may exist. The College also reserves the right to have an authorized agent of the College, with approval of the Vice President for Student Affairs or his/her designee and with authorization of the College President, inspect student rooms at any time for reasons of health and safety when there is reasonable belief that College property is being damaged, that College policy is being violated, or that maintenance and/or repair may be or is necessary.

3. Periodic inspections of all areas of the residences (including student bedrooms) will be conducted by campus staff and the NYS OFPC (Office of Fire Prevention and Control). Prior notice of inspection dates will be shared with students when known to the campus.
4. Violations of safety regulations noted through this inspection process which are determined to be within the control of the resident students will be the responsibility of the resident students to correct and/or to bear the cost of the fine issued.

5. During vacation periods, Residential Life Staff will inspect suites/townhomes to ensure College safety and health standards are maintained and students have vacated the residences.

6. The College may terminate this AGREEMENT at any time for reasons of safety or health in order to ensure appropriate conduct of the residence program.

7. SUNY Cobleskill residences house full-time students only. Exceptional hardship situations will be reviewed on a case-by-case basis involving major Faculty, the Academic Department Chair, and appropriate Student Affairs/Residential Life professionals.

K. THIS AGREEMENT
1. To maintain a responsible environment, the College establishes, maintains, and enforces regulations such as this AGREEMENT.

2. Campus policies may be altered from time to time to respond to changing needs or to respond to statutory changes of New York State or the SUNY Board of Trustees, for example. Periodically, these policies will be reviewed.

3. Please Note: Any part of this AGREEMENT is subject to change at the discretion of the College. Such necessary changes will be for stated cause and advanced notice will be given.