

**STATE UNIVERSITY OF NEW YORK/COLLEGE AT OLD WESTBURY
TERMS AND CONDITIONS OF THE RESIDENCE HALL LICENSE AGREEMENT**

This document constitutes a License Agreement between the afore signed student (hereinafter called "resident") and the State University of New York, College At Old Westbury (hereinafter called "College"), acting by and through its Office of Residential Life, and sets forth the terms and conditions under which the resident will occupy the premises in College residence facilities. The license is extended by the College to individual residents for a space in residential facilities administered by the College. This License Agreement is for the period of time the residential facilities are open during the Fall and Spring semester as specified by the College calendar. **Failure to occupy a space after signing this license does not relieve the resident of the responsibility to fulfill its terms, unless the resident does not become a student of the College. Likewise, a resident who occupies a space without signing the License Agreement is nevertheless responsible for all its terms and conditions.** The College reserves the right to reassign or remove a resident from College housing for reasons of health, safety, security and discipline. Residents must abide by the policies and regulations of this License Agreement, *The Guide to Campus Living 2021-2022 and SUNY College at Old Westbury's Code for Student Conduct*. Failure to do so will result in disciplinary sanctioning.

I. INTRODUCTION

Pursuant to College policy, the College is committed to fostering a diverse community of outstanding faculty, staff, and students, as well as ensuring equal educational opportunity, employment, and access to services, programs, and activities, without regard to an individual's race, color, national origin, religion, creed, age, disability, sex, gender identity, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, or criminal conviction. Employees, students, applicants or other members of the College community (including but not limited to vendors, visitors, and guests) may not be subjected to harassment that is prohibited by law, or treated adversely or retaliated against based upon a protected characteristic.

It is the policy of the College, in compliance with Federal and State Laws, to ensure equal treatment without discrimination or harassment on the basis of race, color, national origin, religion, sex, age, disability, citizenship, marital status, sexual orientation or any other characteristic protected by law.

Residents in College housing are expected to conduct themselves in a manner appropriate with community living. Any violation of this License Agreement may subject the resident licensee to disciplinary sanctions as noted in the *Guide to Campus Living 2021-2022** and the *Code for Student Conduct** which includes, but are not limited to a reprimand, official censure, residence hall probation and residence hall reassignment or revocation of the License Agreement to occupy a Residence Hall room.

*New and continuing students can find the current version of the

- Code for Student Conduct online at: <http://www.oldwestbury.edu/life/student-conduct>

- Guide to Campus Living at <https://www.oldwestbury.edu/life/residential>

II. ELIGIBILITY AND ON-CAMPUS RESIDENCE REQUIREMENT

The College provides accommodations for undergraduate full-time (12 credits or more) matriculating students and graduate full time (9 credits or more) only. Exceptions to full-time status can only be granted by the Director of Residential Life (D-ORL) or the Vice President of Student Affairs (VPSA). To remain on campus, residents must maintain full-time status (12 credits or more), good financial and academic standing and defined as 2.0 or higher OW Cumulative GPA(C-GPA).

It is the policy of the college that ALL students residing in campus housing must maintain a cumulative Grade Point Average of 2.0 or better. Any student who falls below the required 2.0 C-GPA at the end of any given semester will not be eligible to reside in campus housing for the following semester including interim Winter Session and Summer Sessions. Any student who wishes to appeal the 2.0 policy must contact the VPSA or his/her designee.

III. LICENSE AGREEMENT AND OBLIGATIONS

Unless otherwise provided for by the VPSA, Director of Residential Life or his/her designee, a resident shall have no right to enter, use or occupy the Residence Hall during any period when the College is not in session for formal academic purposes. **The Residence Halls will be closed during the Winter Intersession. All personal valuables should not be left unsecured in rooms. The college will not be held responsible for damages or theft of any personal property.** The resident's and/or the parent's or guardian's acceptance of this License Agreement shall be construed as acceptance of any and all such risk. For the purpose of this License Agreement, "personal property" shall include any property, excluding College owned furnishings, in the possession of the resident, located in the confines of their assigned living quarters.

All residents are required to purchase a student meal plan for each semester. Only those students who have withdrawn from the residence halls will be entitled to a meal plan refund in accordance with SUNY procedures and subject to New York State tax law. The request for refund shall include the reason for refund sought. Residents have the option of changing from one plan to another during the **first five**

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business days of each semester. Meal cards must be presented to the Dining Service personnel upon request.

Students, who have been removed from the residence halls at any given time due to a disciplinary sanction, will forfeit/ not receive a refund for any part of housing (room or board/meals) charges for that semester.

MINORS IN HOUSING: Because our supervisory capacity is not geared toward the accommodation of those under the age of consent, SUNY Old Westbury does not typically provide on-campus housing for students who enroll at the age of 17 but will not turn 18 years old until after their first year of studies have ended. Such applicants may contact the Assistant Director of Residential Life, at 516-876-3210 to request special consideration for campus housing. Students under the age of 17 at the time they enroll will be considered for campus housing with special approval from the Vice President of Student Affairs. In all cases legal guardians for students under the age of consent at move in will be required to complete the "authorization for a minor child" form.

1. RESIDENTS ARE RESPONSIBLE:

- (A) For obtaining insurance against personal property loss or damage of personal belongings, a student can obtain renters insurance on their own room space.
- (B) For all activities and items in their room.
- (C) For complying with lawful directions of College staff, who have broad supervisory authority for the administration of residence halls.
- (D) For filing a medical history/health evaluation report with the College's Student Health Service. The report must be completed by the resident's family physician on the two- sided form provided by the College. New York State Law also requires all residents to submit documentation of immunity against measles, mumps, and Rubella.
- (E) For keeping all residence facilities doors (building and room) locked at all times. Depending on its design and capacity, each resident's room is furnished with chairs, beds, mattresses, desks, dressers, and closets. The resident is responsible for the proper care and use of all furnishings. **All pieces of furniture must remain in the assigned room at all times.** Failure to do so may result in fines and/ or disciplinary sanctioning.
- (F) Updating current emergency contact information with the Office of Residential Life within two weeks of any changes including, but not limited to, home mailing address and cell phone contact number.
- (G) For acting in accordance with and maintaining all campus and college policies and regulations

2. RESPONSIBILITY FOR USE OF RESIDENCE HALLS

- (A) **CHECK-IN:** prior to check-in, residents must have paid all room and meal charges. If paid, each resident must then complete and sign the Room/Suite Inventory Form (RIF) provided by the College within 24 hours of occupancy. This form is the basis for assessment of any damage and/or loss attributable to the resident at the termination of occupancy. Failure to complete, sign, and return the form will result in the resident's assumption of responsibility for any damage within the room and/or suite.
- (B) **CHECK-OUT:** rooms are not considered vacated until the resident receives License Agreement cancellation approval, all keys are returned and a completed Room/Suite Inventory form (RIF) is signed by a residence hall staff member. Residents must remove all refuse and discarded material and leave the room and suite as clean as it was at the time of check-in. Failure to follow proper check-out procedures as outlined in the *Guide to Campus Living 2021-2022* will result in forfeiture of the resident's damage and key deposits.

At the end of the Fall and Spring semesters, residents not specifically approved to remain in College housing must vacate their rooms within 24 hours following their last exam or by the checkout deadline, whichever comes first.

- (C) **CARE OF ROOMS:** it is the resident's responsibility for the maintenance of health and safety standards of their rooms. The housekeeping (custodial) staff cleans public areas such as bathrooms, stairwells, lounges, and hallways and can provide such items as toilet paper. Failure to keep the room and bathroom area clean will result in damage charges and/or disciplinary action.

3. DEPOSITS

- (A) **ROOM DAMAGE DEPOSIT:** A room damage deposit is required throughout each semester the residents live on campus, including summer sessions. Damage charges to College property within a room, i.e. unclean rooms, will be assessed against each resident's room damage deposit. Room damages that supersede deposit will be assessed directly to the resident(s) of the room.
- (B) **COMMON AREA DAMAGE:** Residents will be required to maintain a deposit to defray costs of repair to public areas in and outside the residence halls throughout each semester the residents live on campus. This deposit policy is in line with SUNY regulations and is intended to curtail vandalism in the halls as well as to help the College recover its costs for cleaning and/or repairing common area surfaces, structures or windows (in lounges, hallways, stairways, etc.) and for replacing, repairing or servicing discharged, damaged or missing fire equipment. The policy will be used only in cases where responsibility for damages cannot be determined.
- (C) **KEY DEPOSIT:** Residents are required to maintain a key deposit. Keys must be surrendered to the resident's Office of Residential Life (ORL) Community Office at the end of each semester immediately upon check-out from your room. Failure will result in forfeiture of damage and key deposits amounting to a minimum of \$110.00.
- (D) **IMPROPER CHECKOUT:** will result in forfeiture of all deposits and incurred damage will result in additional fee charged.

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4. KEYS

- (A) All keys issued are the property of the College. Keys may not be duplicated or transferred to other persons. Keys must be presented when requested by College administrators.
- (B) Keys must be returned to the appropriate locations to avoid unnecessary billing charges. Keys should be returned to the building Resident Assistant (RA) Office or the Resident Director (RD) Office when the student leaves/checks out of housing or at the end of each semester.
- (C) If key replacement is requested by student/required for the student, the resident will be billed immediately. Keys which are lost or stolen will require that all appropriate cylinders are changed, including any replacement keys. All charges associated with the cylinders and the subsequent replacements will be assessed to the student's account.
- (D) Students must appropriately inform ORL or a student or professional staff member within 24 hours of keys being misplaced or lost.
- (E) Keys must be surrendered immediately upon termination of this License Agreement.

5. PAYMENTS

Room and meal plan charges are paid to the Bursar's Office on a semester basis prior to occupancy. Failure to pay room and meal plan charges upon receipt of a bill does not release a resident from the obligations created by the signing the Residence Hall License Agreement, unless the resident does not become a student of the College. Please note that failure to meet their financial obligations will cause a student's housing, meal plan, and classes to be automatically cancelled. Reinstatement of housing, meals plan, and classes will only occur once the student becomes financially cleared by the Bursar's Office.

6. IMPROPER CHECKOUT: will result in forfeiture of all deposits and incurred damage will result in additional fee charged. All personal possessions, furnishings, trash, and discarded items must be removed from the resident's assigned room prior to checking out of the space. Failure to comply with any checkout procedures will result in the forfeiture of your room and common area damage and key deposits (amounting to \$110.00). Additional damages incurred will be billed to the individual's student's account, to be paid in excess of the \$110 improper checkout fine. Improper checkout also results in forfeiture of the ability to appeal any room damage charges.

Remaining items will be considered abandoned 24-hours after the semester ends. Staff will remove remaining items in the resident's room after checkout, at the owner's expense. Please note this policy does not apply at the end of the Fall semester providing that the student is registered for classes and housing for the subsequent Spring semester.

7. NO SHOW ITEM REMOVAL

Students who fail to claim their space for the next semester, will be given 5 calendar days to make arrangements to remove their belongings. If students fail to make such arrangements, or fail to follow through on their obligation to retrieve items on an agreed timeline then, the college will consider these items abandoned and dispose of the remaining items as it deems fit. Such action will be communicated via your old Westbury e-mail account.

Charges for room occupancy, associated charges with item removal and disposal will be billed to the student account.

8. IMMUNIZATION: Health Requirement information is available on the Student Health Center's webpage. New York State Public Health Law (Article 21, Title VI, Section 2165 & 2167) requires all enrolled college students born after January 1, 1957 to show proof of immunity against measles, mumps, and rubella. In addition, proof of Meningococcal vaccine or a signed declination/waiver must be submitted. These records are required upon entry to the College and are kept on file in the Office of Student Health Center. Failure to comply with immunization requirements will result in termination of your housing license agreement.

9. LIMITATION OF COLLEGE LIABILITY

The College cannot be held responsible for loss or damage to personal possessions in resident rooms resulting from fire, theft, leaks, vandalism, confiscation, mechanical failure, or acts of nature. Residents are encouraged to carry personal property insurance.

10. ACCESS TO RESIDENT ROOMS

The College recognizes residents' rights to privacy but maintains the right for its personnel to enter resident premises for routine and immediate maintenance; in the event of emergencies or when there is reasonable evidence of imminent danger to life, safety, health or property, e.g. fire; when a condition is observed that is prohibited by the License Agreement or College policy and regulations; and/or when it is reasonably believed that a resident is using an assignment space in a manner contrary to the provisions of this License Agreement or College policy and regulations.

Where there is reasonable cause to believe that any of these conditions exist and before entering a resident's premises for any of these reasons, the College personnel will knock and announce themselves. This procedure will be repeated once more. If there is no response, the College personnel will announce they are entering the premises. Once entering the room, items the College personnel sees in plain view that are specifically prohibited or pose an immediate danger to safety or life will be confiscated and may be subject to disciplinary action. College personnel are not obligated to knock if the residents' door is open.

11. NON-ASSIGNMENT: Students shall not assign or otherwise sublet their housing license to any part or all of the premises.

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Assigning or subletting includes short-term or temporary rental arrangements including, but not limited to, those offered through peer-to-peer accommodation services such as Airbnb, Craigslist, or Couchsurfing. Assigning or subletting may result in discipline and/or license revocation without compensation.

12. ROOM TYPES, CHANGES & CONSOLIDATIONS

The College reserves the right to reassign residents at any time before or during occupancy to either administratively fill vacancies and/or to consolidate rooms for the purpose of achieving the most efficient use of residence hall space.

The Resident is prohibited from switching rooms or permitting any part of their rooms to be shared by persons not assigned by the College, nor may residents refuse to reside with anyone assigned to an unoccupied bed space.

Rooms which are designated as “temporary over-capacity rooms” will house students who have been placed from the waitlist or late applications generated from Summer/Winter applicants. These students will be prioritized to be moved.

Students who prevent, hinder or unnecessarily complicate or delay the room consolidation process can student conduct charges which may affect their ability to continue in housing.

13. RESPONSIBILITY FOR FOLLOWING CODE FOR STUDENT CONDUCT

Residents need to be aware that all violations of the Code for Student Conduct (“Code”) may result in disciplinary proceedings from the Office of Residential Life staff, as well as follow up by the Office of Student Conduct or their designee. Residential Life staff can issue sanctions for violations of the Code, including but not limited to, reprimands, restitution, denial or restriction of the use of college facilities, room change, disciplinary probation, fixed term suspension from the residence halls, and expulsion from the residence halls. For more information regarding the Office of Student Conduct and Code for Student Conduct, please review the information on the following website: <http://www.oldwestbury.edu/life/student-conduct>

14. SALES AND SOLICITATION

Residents may not sell or solicit any services or products door to door within the residence halls, nor use their room, or building for commercial purposes.

15. LICENSE CANCELLATIONS

This license is in effect for both the Fall and Spring semesters of the 2021-2022 academic year.

The Director of Residential Life or his/her designee may approve or disapprove a properly filed “*Housing License Cancellation Application Request*.” Typically, considerations are given at the end of the completed Fall semester for such documented reasons as December graduation, marriage, student teaching, study abroad or other similar situations.

The approval of a “*Housing License Cancellation Application Request*” releases the College from any present or future obligation to provide room and board for that resident, provides for the reassignment of the space the resident had previously occupied at the option of the college, and releases the resident from the responsibility to fulfill his/her License Agreement obligations. Students will have 24 hours to vacate the room unless approved by the Director of Residential Life or his/her designee.

The Office of Residential Life reserves the right either to cancel housing contracts or to refuse housing assignments to those students who consistently violate the rules and regulations in the *Guide to Campus Living and the Code for Student Conduct*.

16. REFUND POLICY/ RATES

This license is in effect for the 2021-2022 academic year.

Rooms occupied during a portion of a week shall be considered as having been occupied the room space for a full week. There shall be no refund for less than a week.

Requests for refund for a room charge and/or board (meals) must be made by completing a “*Request for Housing Termination*” obtained from the Office of Residential Life. Room charges are payable in advance of occupancy. The request for refunds shall include the reason for which the refund is sought. The Office of Residential Life reserves the right to either cancel housing contracts or to refuse housing assignments to those students who consistently violate the rules and regulations in the *Guide to Campus Living 2021-2022 and the Code for Student Conduct*.

A student who withdraws from the residence halls at any time prior to six weeks of the semester is liable for room and meal charges at prorated based upon the week of termination. A student who withdraws after first six weeks of the semester is liable for the full semester’s rent. (see item 18. Approved Housing and Meal Plan Refund Schedule).

Room occupancy charge rates are not affected by brief lapses in service. Residents who are suspended, dismissed, or expelled from the Residence Halls or the College for academic or disciplinary reasons will not be given refunds of room occupancy charges and damage deposits.

17. ADVANCE CANCELLATION

The Housing License Agreement is binding for the entire Academic Year. The \$50.00 advance housing deposit is not refundable after July 1 for Fall semester applications and January 4th for the Spring semester applications. If cancellation occurs after these dates, either at the request of the student or for non-payment, the deposit will be forfeited. Advance housing deposits made after these dates become non-refundable 30 days from the date the housing application is received by the College or the Office of Residential Life or after the first day of classes, whichever comes first.

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18. MEAL PLAN REFUND POLICY

All residential students are required to have a meal plan when residing on campus. Residents have the option of changing from one plan to another during the first five days of each semester. Only those students who have withdrawn from residence halls will be entitled to a meal plan refund based upon the refund policy rates listed below. Meals eaten during a portion of a week shall be considered as having been eaten for a full week. There shall be no refund for less than a week. The request for refunds should be directed to the Chartwells Office including the reason that the refund is sought.

Approved Housing and Meal Plan Refund Schedule:

WEEK	PERCENTAGE (%) RETURNED
1	94
2	88
3	82
4	76
5	70
6	64
Remaining weeks	0

19. PUBLIC HEALTH

The College has measures to meet public health standards established by state and local public health officials, the State University of New York (SUNY) and the State of New York as a result of COVID-19. Students choosing to live on campus agree to comply with Residential Life policies and procedures established to support compliance with public health standards.

HOLD HARMLESS

You agree to release the College, its agents and employees from any and all damages, liability, claims, expenses or loss (collectively, "Claims") resulting from or arising out of your use of space within University housing, including those related to the potential exposure to contagious viruses like COVID-19, and to indemnify and hold harmless the College, its agents and employees from any claims resulting from or arising out of your breach of the terms and conditions of your housing agreement. You understand that, by residing on campus, you are assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including COVID-19.