

Proposed Terms and Conditions of the Campus Living Housing Agreement for UB Affiliates

Summer Housing 2019

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Term of the Agreement for all on-campus Housing Facilities

Residence Hall Housing

- **Ellicott Complex**
 Fargo, Porter, Red Jacket, Richmond, Spaulding, Wilkeson
- **Greiner Hall**
- **Governors Complex**
 Clinton, Dewey, Lehman, Roosevelt
- **Main Street Residence Halls**
 Goodyear, Clement

University Apartment Housing

- **Creekside Village, Flint Village, Hadley Village, South Lake, Flickinger Court**

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All On-Campus Facilities

TERMS AND CONDITIONS of the University License Agreement (the “Agreement”) between the State University of New York at Buffalo (the “University”) and each student/guest who physically or electronically signs an Agreement Card (the “Card”). This Agreement is for the student’s/guest’s requested dates of residence entered on the summer affiliate housing request form during the summer term between the dates of May 22 and August 15, 2019. Exact details of these dates can be found below. The Housing Agreement creates a license for the student/guest to use campus housing and is not a lease. It is understood and agreed that the relationship between the University at Buffalo and the student/guest is that of licensor-licensee and not that of landlord-tenant. The written terms and conditions of this agreement supersede all previous agreements as well as any verbal statements or telephone conversations made concerning this agreement. Signing and submitting the Housing Agreement constitutes acceptance of its terms and conditions. All university regulations that are in effect at the University at Buffalo apply to any person who resides in the university housing system.

AGREEMENT OBLIGATION

Students/guests are obligated to abide by the terms and conditions of the Housing Agreement. This obligation includes assuming financial responsibility for the entire agreement period (based on requested move in and move out dates). Failure to pick up a room key or occupy the assigned space does not release a student/guest from this agreement or its financial responsibilities. However, students/guests who do not check in to their assigned space by 5 pm on their requested start date may forfeit their specific room reservation. Without limiting the generality of the foregoing, despite the fact that unit/suite/room charges are billed concurrently with the tuition for the academic session which coincides with the period of the student’s/guest’s occupancy of the unit/suite/room, the student/guest, by signing the Agreement, acknowledges and agrees that he or she is responsible for the unit/suite/room charges for the entire Term designated within the Agreement.

Prior to occupancy, residents may cancel their room reservation before May 1 without any obligation. After May 1, only those students/guests who are no longer participating in approved summer activity will be permitted to cancel their housing agreement. If, after cancelling the Agreement a student/guest becomes re-enrolled for approved program/activity, the cancellation request becomes void and the Housing Agreement will once again be reinstated.

Those who remain enrolled for approved program/ activity will not be released from the housing agreement after May 1. Requests for cancellation by students/guests who will remain enrolled for reasons other than those mentioned above are granted only under extenuating/unforeseen circumstances and only after all on-campus housing options have been explored. Students/guests may submit a cancellation request in writing prior to move-in (using online cancellation form), along with appropriate documentation, to the Housing Operations Office. If the request is approved, the student/guest will not be charged.

The student/guest agrees that the terms, conditions, policies, rules, and regulations contained in the “Guide to Campus Living” the Student Conduct Rules, University Standards and Administrative Regulations, and laws of the United States and the State of New York, as may be amended from time to time, are incorporated herein by reference and are made a part of this agreement the same as if written herein.

This Agreement is non-transferable. Students/guests are not permitted to sub-license unit/suite/rooms or otherwise transfer their rights pursuant to this Agreement.

DEPOSIT / ASSESSMENTS

Deposits are not required for summer housing. Housing-related charges will be billed through the office of Campus Living. Room charges will normally be posted as they are accrued using a daily rate from requested move-in through move-out date. Additional room charges may be accrued by students/guests who arrive or depart beyond the occupancy dates requested.

DATES OF OCCUPANCY

Summer residents are required to request a move in and move out date between May 22 and August 15, 2019. There are no early arrivals or late stays permitted outside these dates.

ALTERATIONS

The student/guest shall make no alterations to the Apartment, Suite or bedroom, or move, remove, disconnect or install any fixtures, equipment or appliances situated therein without the prior written consent of the University (which consent shall be at the University’s sole and absolute discretion). Students/guests are not permitted to add curtains, draperies, hangings or other decorative materials suspended from windows, walls or ceilings as they are considered fire hazards.

ASSIGNMENTS

This agreement is for a space within the University Housing system and is not for a particular type or size of room, building, or campus. The university reserves the right to reassign or remove a resident from university housing for reasons of health, safety, security, conduct, non-occupancy, or failure to remain actively enrolled without financial compensation to the student/guest. It is the policy of the university to assign roommates without regard to race, color, national origin, religion, age, disability, or sexual orientation.

CANCELLATION OF AGREEMENT

The department of Campus Living may terminate this agreement for breach of the terms by the resident, as herein stipulated, or for any of the following reasons or conditions:

1. The occupant ceases to be enrolled as a student/guest and is not involved in a documented legitimate academic activity or program.
2. The occupant is responsible for a health or safety violation, such as a false fire alarm, illegal discharge of fire extinguisher, or use or possession of fireworks. Any tampering with or misuse of health and safety equipment is prohibited and punishable by university and/or civil court action. Action can also be taken by the department of Campus Living under the terms of this agreement.
3. The occupant or any guests, visitor or invitee of such occupant are a clear and present danger to the on-campus student population. Examples include incidents involving assault and related offenses, possession or use of a weapon, possession or distribution of a controlled substance or other conduct as may be determined to have serious or dangerous implications for the students living on campus. Continued and/or serious violations of on campus security systems or procedures may also be cause for termination of this agreement, in accordance with this section.
4. Students/guests diagnosed with a contagious medical condition must vacate their rooms until the condition is corrected.
5. Willful destruction of university property in excess of \$200 in value.
6. Campus determination that continued occupancy would likely result in severe, adverse psychological problems for the student and/or other residents. Such judgment would be made by the Director of Campus Living with advice from other sources, such as the Counseling Center, the Student Health Center, the University Police, the Academic Advisement Center, and the Educational Opportunity Program.
7. University rules and regulations and the "Guide to Campus Living" are part of this agreement in that violations may be referred to the Campus Living Community Standards Program or to the Student-Wide Judiciary. It is within the jurisdiction of these bodies to recommend to the Director of Campus Living that an occupant be dismissed from on-campus housing.
8. The occupant is determined to be in violation of Campus Living Probation.

EARLY RELEASE / TERMINATION

If a student/guest vacates a unit/suite/room, without the consent of Campus Living Management, prior to the end of the stated Term of this Agreement for any reason, the student/guest shall remain obligated to pay his/her Unit costs for the entire stated Term of the Agreement. Students/guests who move off campus during requested period but remain registered for classes or continue participation in approved activity will be assessed full room charges for the requested period. Failure to occupy a space after signing this license does not relieve the student/guest of the responsibility to fulfill the terms and financial obligations of the license. The agreement will not be terminated for the purpose of living off campus or in order to commute from home. This agreement may be terminated by the Department of Campus Living if a student/guest maintains a past-due balance owed to the University at Buffalo and/or Campus Living.

If a resident terminates occupancy during the course of requested dates due to a judicial sanction or withdrawal from the university/or summer courses/or approved activity, whether voluntarily or involuntarily, refunds of housing charges for that semester shall be made based on actual move-out date. The student/guest must submit a Summer Application for Early Release to Campus Living staff in advance of departure and vacate the room within forty-eight hours of the date of sanction/withdrawal. The student/guest must complete the proper paperwork and return all room keys to the appropriate office. A \$50 improper checkout fee will be assessed for failure to do so, and additional lock change charges may be incurred.

Requests for early release from the residence hall agreement for reasons other than those mentioned above are granted only under rare and extenuating/unforeseen circumstances and only after all housing options have been explored. Students/guests will not be released in order to move off campus or to commute from home. The student/guest must show just cause for early release and provide extensive supporting documentation. Charges will continue to accrue during the review process. The entire Summer Application for Early Release process may take four to six weeks to complete. The request forms, as well as procedural instructions, may be obtained from the housing website. If a release is granted for non-academic reasons or non-participation in approved activity, students/guests will be charged on prorated basis through actual move-out/check-out date.

CRIMINAL CONVICTION or PROTECTIVE ORDER

If you are convicted of any felony or any crime requiring your registration on the Sex Offender or Crimes Against Minors Registry (SOR), or if you become subject to a protective order at any time during the term of your housing agreement, you are required within

seventy-two (72) hours of the conviction or entry of the protective order, to notify in writing the Director of Campus Living (or designee). Campus Living reserves the right to cancel any housing agreement if, in the sole judgment of the University, a resident may pose a threat of substantial harm to persons or to University property or if the University determines that the housing agreement was granted on the basis of inaccurate or incomplete information in the application.

DAMAGE

The procedure for damage assessment will be distributed to students/guests upon arrival. Each resident may be subject to a prorated assessment in the event of damage or loss to common areas (i.e. stairwells, hallways, building exteriors, dumpster areas, etc.) of their assigned residence facility if the damage is reasonably determined by the university to have been caused by the careless or willful acts of residents, but cannot be attributed to specific individuals. A common area damage billing process, not to exceed current SUNY limits, may assess common hall damages to all students or a portion thereof. Charges will be billed to the student's university account.

In cases where the student/guest shares space with other students/guest (i.e. Vestibules, closet areas, adjoining bathrooms or apartments). The student/guest is responsible for keeping the space (and any contents) in good condition and repair. Damage charges may be assessed to the student/guest for any damage of common area space incurred during the Term of this Agreement.

The Director of Campus Living (or a designee) may contact the parent or guardian in the event that university property damages exceed \$200 or any university regulation and/or terms of this agreement have been violated, such that the resident is liable for dismissal from housing.

Any claim by any person that the university is liable for damage to personal property must be filed by completing a negligence form with the university through the Office of Occupational and Environmental Safety. Registered occupants of each room are financially responsible for keeping the room and its contents in good order and free from damage both by themselves and by others. Each occupant will maintain appropriate health and safety standards. Room damage charges may be assessed to each occupant of a room for any damages to the room incurred during occupancy.

ELIGIBILITY

Only students/guests enrolled or participating in an approved activity/program at the University at Buffalo or other educational institution may occupy an on-campus summer housing space. The student/guest agrees to enroll and remain enrolled for summer courses or continue participation in approved activity. Failure to do so may result in the termination or suspension of this agreement. It will be at the discretion of the Director of Campus Living (or designee) to allow students/guests to remain in residence if not enrolled or participating in approved activity. Students/guests who fail to comply with above and who are removed or released from their agreement will receive a refund in accordance with the housing refund schedule outlined above. Students/guests who do not meet the enrollment or participation requirements may seek approval to live on-campus through the Housing Operations Office. The Director of Campus Living may assign other occupants to any vacancies that exist after all student/guests requests have been satisfied. Students must also be in good financial standing with the University to live on-campus.

FIRE SAFETY

The student/guests must vacate their apartment/suite/room and the facility during a fire alarm. The evacuation is the student's/guest's responsibility. Student/guests should not wait for staff to instruct them to leave.

FOOD PREPERATION

New York State multiple-dwelling laws do not permit cooking in sleeping rooms. Cooking is only permitted within kitchen areas. This statute is enforced by the university's Office of Occupational and Environmental Safety and the Campus Living staff. Occupants found cooking in unauthorized areas (e.g., sleeping rooms, suite rooms, lounges, etc.) are subject to immediate appliance confiscation and referral to appropriate university judiciaries. Note that personal microwave ovens and toaster ovens are strictly prohibited.

FURNISHING REMOVAL

University property may not be removed from any rooms. Damages to any room or apartment will be assessed to occupants for actual labor plus material costs. Occupants will also be charged for missing room furniture, screens, windows, etc., and disciplinary action will be taken. All damage/labor costs will be reflected on the student/guest bill. No article of equipment belonging to the University at Buffalo, including furnishings, furniture, and television sets, may be moved within or taken from the building unless permission has been granted in writing by the Director of Campus Living.

GUEST POLICY

All visitors to any apartment/suite/room must be guests of students/guests licensing the apartment/suite/room therein. It is important to coordinate with your roommate(s) and the resident/community assistant when planning to have a guest overnight. The host student/guest assumes complete responsibility for any guest, visitor or invitee. Guests of students/guests may not remain in the apartment/suite/room for more than three (3) nights in any given fourteen (14) day period.

INSPECTIONS

The University reserves the right to enter assigned apartments, suites and bedrooms. The University, where practical, will post notices twenty-four (24) hours before such entry, except in case of an emergency. The student's/guest's right to privacy is an important consideration before entering the apartment, suite or a student's/guest's bedroom. For purposes of health and safety inspections or emergency situations, however, University officials are authorized to enter apartments/suites/bedrooms without prior notice. The student/guest will comply with these periodic inspections.

INSURANCE

The department of Campus Living does not assume any obligation or liability for loss or damage to items of personal property, which may occur in its buildings or on its grounds, prior to, during or subsequent to the terms of this Agreement, regardless of cause. This includes but is not limited to damage, loss, fire, water damage, theft, flooding, etc. Students/guests are strongly encouraged to purchase renter's insurance for protection against loss or property damage.

KEYS/ACCESS CARDS

Room keys, mailbox keys, access cards etc., cannot be transferred, duplicated, or altered. Anyone transferring, duplicating, or altering a key/card will be charged a replacement cost, and judicial sanctions will follow if appropriate.

MAIL DELIVERY

Campus Living staff, as an accommodation to residents, will accept mail and items shipped to students/guests by common carrier. The University does not accept liability for damage or loss (even as a result of negligence) of any such article. Students/guests should not have cash or items of significant value sent to their mailboxes. Students/guests will receive 24-hour notice, when possible, if mail cannot be delivered on any given day. Mail/package service may be limited during University break periods. Only mail addressed to residents will be delivered, Non-resident mail will be return to sender. Mail cannot be forwarded until after the current agreement end date.

PETS

Pets are prohibited in all residential areas. With the prior permission from the Director of Campus Living (or designee), animals used for health-related purposes are permitted. Students/guests can contact the Housing Operations Office or Accessibility Resources for details on the application process; other restrictions apply.

STUDENT'S RIGHT TO PRIVACY

In compliance with the Family Educational Rights and Privacy Act, the Department of Campus Living gives notice that personally identifiable information such as permanent address and telephone number may be given to potential roommates unless otherwise notified by the student.

STUDENT CONDUCT

The "Guide to Campus Living" is distributed to all residential students/guests respectively, and is available on our web site <https://www.buffalo.edu/campusliving> Please refer to the Guide to Campus Living for student conduct guidelines and procedures. Violations of University or Campus Living conduct codes and/or rules and regulations as now in effect or as may be hereafter promulgated may result in the termination or suspension of this Agreement.

SOLICITATION

Solicitation in the buildings or on the grounds of any on-campus housing area is strictly prohibited. Students/guests are not to use, or permit their apartment/suite/room to be used, for any commercial purposes whatsoever.

RECYCLING AND GARBAGE REMOVAL

Each student/guest will comply with the recycling efforts undertaken by the University. Each student/guest will remove all garbage and trash and take it to the designated trash room/areas within their building/complex.

UTILITIES

The University shall provide all utilities including but not limited to sanitary sewer, hot and cold water, and light, heat, natural gas, air conditioning, electricity, basic cable and data network connection.

VACANCIES/CONSOLIDATION

When vacancies occur at the beginning of a semester, Campus Living may consolidate those vacancies. Consolidation of occupants in similar room sizes may be employed. Residents living in an accommodation where a vacancy exists may be required to choose one of the following options, depending on the needs of Campus Living:

1. For vacancies within Residence Halls only, students may pay the special one-under occupancy rate: **a.** Double as a single: 135 percent of the double rate. **b.** Three-person as a double: 126 percent of the three-person rate. **c.** Four-person as a three-person: 126 percent of the four-person rate.
2. Consolidate with another resident (in a similar apartment/room size) who resides where a vacancy exists.
3. Where consolidation is not deemed feasible by Campus Living staff, students may remain in the room with the understanding that a roommate/apartment-mate may be assigned at any time.

WATERBEDS/ HALOGEN LAMPS/ LOFTS/ ELECTRONIC SELF-BALANCING BOARDS AND SCOOTERS

Waterbeds, halogen lamps, lofts (excluding lofted beds supplied and installed by UB Campus Living), electronic self-balancing boards and scooters are not permitted in any on-campus housing facility.

University Apartments**PARKING**

Each assigned resident is allowed to park one private passenger vehicle on the grounds of the assigned complex. It is understood and agreed that students/guests may not park or store boats, trailers, campers etc. on the grounds of the Complex. Student/guests may not do car maintenance on the grounds of the Complex. All students/guests using the parking facilities at the Complex must have a valid University at Buffalo parking tag with Complex specific sticker displayed at all times. Parking spaces are available on a first come, first serve basis. Illegally parked or abandoned vehicles may be towed at the owner's expense.