

Addendum to the 2020-2021 Academic Year Terms and Conditions

Students living on campus for the 2020-2021 academic year are subject to the terms and conditions below and as amended in keeping with any new state, federal or local public health directives. Except as modified herein either explicitly or implicitly, all terms and conditions of the 2020- 2021 remain in effect. In the event of a conflict between the 2020-2021 Terms and Conditions and the 2020-2021 Addendum, this addendum will control.

The University at Buffalo has put in place 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 Campus Living policies and procedures established to support compliance with public health standards. Adherence to health and safety requirements applies to all residents and extends to all aspects of Campus , including, but not limited to, occupancy and use of bedrooms, bathrooms, common areas in living units, community kitchens, lounges, computer rooms, courtyards and other common spaces. By choosing to live on campus, students acknowledge and assume the risks that cannot be fully mitigated by reasonable measures.

Housing Term Dates

- A. Housing dates for the fall 2020 term are August 27, 2020 - November 25, 2020.
- B. Housing dates for the spring 2021 term are January 20, 2021 – May 16, 2021.
- C. Housing dates for the summer 2021 term are May 16, 2021 – July 31, 2021

Move-In

- A. Move-in will take place on a staggered basis between Aug. 22 and Aug. 30. Students will be assigned a time/date for move-in and must move in during their assigned time.
- B. New International Students will be assigned between Aug. 22- Aug. 23; new students will be assigned between Aug. 24-Aug. 27; returning students will be assigned between Aug. 28-Aug. 30.
- C. A limit of 2 other individuals besides the student checking in will be permitted.
- D. Staggered move-in dates for January 2021 will be assigned between Jan. 20- Jan. 24, 2021.

Occupancy

- A. Terms of occupancy are subject to change should future government directives so require. Campus Living reserves the right to relocate students to alternative housing as necessary to comply with public health directives due to COVID-19 or other public health emergency. Relocation does not constitute a termination of the Housing Agreement.
- B. The residence halls and apartments will close for the fall semester at 10 a.m. Wednesday, Nov. 25, 2020. Students must vacate their room for the fall semester by this time. Students who are returning for the spring 2020 semester may leave their belongings in their room. Students who are not returning for the spring semester must remove all belongings.

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C. Students needing to remain on campus in their residence hall or apartment beyond Nov. 25 must apply to stay for break housing. This includes students with a full year agreement in South Lake, Flickinger and Creekside. Students must be returning to the same assignment for the spring semester. Students approved for break housing will be assessed a daily housing rate.

Room Changes and Vacancies

A. Campus Living's ability to accommodate room change requests will be very limited when requested for any reason not required by law.

B. As per the 2020-2021 Academic Year Terms and Conditions of the Campus Living Housing Agreement <https://www.buffalo.edu/campusliving/get-help/contracts-policies-procedures.html>

a. 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.

Cancellations and Penalties

All students are being granted an additional window to cancel housing through July 31, 2020. Cancellation information for spring 2021 will be available in October 2020.

A. If a resident terminates occupancy during the course of a semester (as opposed to between semesters) due to a judicial sanction, approved early release or withdrawal from the university, whether voluntary or involuntary, refunds of housing charges for that semester shall be made in accordance with the University's tuition and fees refund schedule.

Break Housing

A. Residence halls and apartments will remain open from Aug. 22, 2020 – Nov. 25, 2020, and from Jan. 20, 2021 - May 16, 2021. Residents can remain in their residence hall and apartments throughout all of these dates.

B. Break housing will be available Nov. 25, 2020- Jan. 20, 2021. The following factors will be weighed in considering eligibility for break housing:

- a. On-campus housing is the primary residence
- b. Is an international student
- c. Safe, living and dining arrangements cannot be made elsewhere
- d. Has an in-person academic requirement
- e. Has limited access to technology

C. Students must submit a break housing application and will incur additional costs. Break housing is not included in room rates.

D. During any academic break periods, there will be limited services available including dining, transportation and staffing.

Abandoned Property Procedure & Policy

Campus Living has the ability to remove belongings if circumstances necessitate a resident to leave campus housing (health, public health emergency, etc.), and the student cannot remove their belongings by a stated deadline.

Safety and Security

To reduce the spread of COVID-19 and to protect the health and safety of the entire community the following will apply:

- A. At any time, the University may request or require a resident to leave housing when that resident's continued presence in campus housing poses a health or safety risk related to COVID-19. On-campus students are required to comply with requests from the University to move from their assigned space due to COVID-19 or other public health emergency.
- B. Campus Living may reassign students to a different room or building on or off campus as necessary to effectuate quarantine or isolation, or to otherwise follow public health guidelines and directives related to COVID-19.
- C. Students who are required by University or public health officials to isolate or self-quarantine must comply with all instructions and protocols related to isolation and quarantine.
- D. Residents agree to comply with current and future federal, state and local government executive orders and directives as well as SUNY and University at Buffalo requirements, as pertain to COVID-19.
- E. Residents shall comply with all the following obligations under the [University's COVID-19 fall 2020 re-opening plan](#).
- F. New York State and SUNY System requirements related to COVID-19, the following physical distancing expectations will be in place. These expectations are subject to change as guidance and requirements from the State of New York, Erie County and SUNY system are modified.
- G. Interactions with others MUST be limited and physical distancing requirements to remain at least 6 feet from others when outside of the student's room must ALWAYS be followed, except as specifically permitted otherwise by the University. (<https://www.cdc.gov/coronavirus/2019-nCoV/index.html>).
- H. Students may only enter the residence hall or apartment where they reside and building access will be limited to the student's assigned building. Prohibited guests include residents of your current building that do not reside in your room or apartment. Off-campus guests, including non-residential University students, are not permitted to enter the residence halls as guests. You may not host anyone in your room.
 - I. There will be limitations on capacity place on indoor space. Maximum signage capacity will be posted.
 - J. Students who enter a common space where others are present must maintain physical distancing requirements, and maximum capacity signage or leave the space.
- K. Residents must cover their noses and mouths with a mask or cloth face covering when in public spaces in the residence halls and apartments including but not limited to hallways, community bathrooms, kitchens, lounges, laundry rooms and elevators.
- L. Students must notify UB Student Health Services if they develop symptoms related to COVID-19 and proceed to isolate in their room until provided with further instructions.
- M. If there is a University directive to remain in your room for an extended period of time, you must comply.

Failure to Comply With Agreement

Students who fail to comply with the terms of this addendum including violation of social distancing standards and quarantine/isolation requirements may be administratively removed from on-

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campus housing. Such action will ordinarily be taken only after prior warning and repeated non-compliant behavior; however, Campus Living reserves the right to remove a student on the basis of a single substantial and intentional violation of the COVID-19-related safety measures noted here and in other University official communications. Students administratively removed from on-campus housing will not be considered in good standing as pertains to eligibility for credits or refunds and will be financially liable for their housing for the entire academic year.

Hold Harmless

You agree to release the University, 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 University, 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.

Force Majeure

If the University at Buffalo is unable to perform its obligations hereunder, or if such performance is hampered, interrupted or rendered impossible, hazardous or interfered with by reason of fire, casualty, lockout, act(s) of God, riots, strikes, labor difficulties, epidemics, pandemics, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency, or any other cause or event beyond the University's control, then the University shall be excused from performance of this Agreement and will not have any liability in connection herewith.

Refunds

University housing rates fund both fixed and variable costs to operate the residence halls and apartments. Upon reasonable notice, residents may be required to vacate the residence halls and apartments on a temporary or permanent basis in accordance with state, county or University mandates and requirements. In the event that Campus Living terminates housing due to public health concerns for the remainder of the semester, the University will offer reimbursements according to the following schedule:

Residential Halls: Ellicott, Governors, and South Campus Refund Calculations

Refund Components	Before 9/15	Before 10/1	Before 10/15	Before 10/31	After 10/31
Fixed Costs \$3,514	\$2,811	\$2,108	\$1,405	\$703	No refund.
Variable Costs \$1,004	\$803	\$603	\$402	\$201	\$161
Total Refund	\$3,614	\$2,711	\$1,807	\$904	\$161

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Greiner Hall Refund Calculations

Refund Components for Academic Year – Double	Before 9/15	Before 10/1	Before 10/15	Before 10/31	After 10/31
Fixed Costs \$3,908	\$3,126	\$2,345	\$1,563	\$782	No refund.
Variable Costs \$556	\$445	\$334	\$222	\$111	\$89
Total Refund	\$3,571	\$2,678	\$1,786	\$893	\$89

Creekside East Refund Calculations

Refund Components for Academic Year – APT-ACAD(3/1.0)-Dbl	Before 9/15	Before 10/1	Before 10/15	Before 10/31	After 10/31
Fixed Costs \$2,891	\$2,312	\$1,734	\$1,156	\$578	No refund.
Variable Costs \$1,573	\$1,259	\$944	\$629	\$315	\$252
Total Refund	\$3,571	\$2,678	\$1,786	\$893	\$252

Refund Components for Academic Year – APT-ACAD(4/1.5)-Dbl	Before 9/15	Before 10/1	Before 10/15	Before 10/31	After 10/31
Fixed Costs \$2,891	\$2,312	\$1,734	\$1,156	\$578	No refund.
Variable Costs \$1,573	\$1,259	\$944	\$629	\$315	\$252
Total Refund	\$3,571	\$2,678	\$1,786	\$893	\$252

Creekside West Refund Calculations

Refund Components for Academic Year – APT-FULL(2/1.0)-Sgl	Before 9/15	Before 10/1	Before 10/15	Before 10/31	After 10/31
Fixed Costs \$3,280	\$2,624	\$1,968	\$1,312	\$656	No refund.
Variable Costs \$1,785	\$1,428	\$1,071	\$714	\$357	\$286
Total Refund	\$4,053	\$3,039	\$2,026	\$1,013	\$286

Refund Components for Academic Year – APT-FULL(2/1.5)-Sgl	Before 9/15	Before 10/1	Before 10/15	Before 10/31	After 10/31
Fixed Costs \$3,280	\$2,624	\$1,968	\$1,312	\$656	No refund.
Variable Costs \$1,785	\$1,428	\$1,071	\$714	\$357	\$286
Total Refund	\$4,053	\$3,039	\$2,026	\$1,013	\$286

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Flickinger Court Refund Calculations

Refund Components for Academic Year – APT-FULL(2/1.5)-Sgl	Before 9/15	Before 10/1	Before 10/15	Before 10/31	After 10/31
Fixed Costs \$4,193	\$3,354	\$2,516	\$1,677	\$839	No refund.
Variable Costs \$873	\$699	\$524	\$349	\$175	\$140
Total Refund	\$4,053	\$3,039	\$2,026	\$1,013	\$140

Refund Components for Academic Year – Full Unit APT-FULL(2/1.0)-Sgl	Before 9/15	Before 10/1	Before 10/15	Before 10/31	After 10/31
Fixed Costs \$7,566	\$6,053	\$4,539	\$3,026	\$1,513	No refund.
Variable Costs \$1,576	\$1,261	\$946	\$630	\$315	\$252
Total Refund	\$7,313	\$5,485	\$3,657	\$1,828	\$252

Flint Village Refund Calculations

Refund Components for Academic Year – APT-ACAD(1/1.0)-Sgl	Before 9/15	Before 10/1	Before 10/15	Before 10/31	After 10/31
Fixed Costs \$3,287	\$2,629	\$1,972	\$1,315	\$657	No refund.
Variable Costs \$1,855	\$1,484	\$1,113	\$742	\$371	\$297
Total Refund	\$4,114	\$3,085	\$2,057	\$1,028	\$297

Refund Components for Academic Year – APT-ACAD(2/1.0)-Sgl	Before 9/15	Before 10/1	Before 10/15	Before 10/31	After 10/31
Fixed Costs \$2,776	\$2,221	\$1,666	\$1,110	\$555	No refund.
Variable Costs \$1,567	\$1,253	\$940	\$627	\$313	\$251
Total Refund	\$3,474	\$2,606	\$1,737	\$869	\$251

Refund Components for Academic Year – APT-ACAD(2/2.0)-Sgl	Before 9/15	Before 10/1	Before 10/15	Before 10/31	After 10/31
Fixed Costs \$2,850	\$2,280	\$1,710	\$1,140	\$570	No refund.
Variable Costs \$1,609	\$1,287	\$965	\$643	\$322	\$257
Total Refund	\$3,567	\$2,675	\$1,783	\$892	\$257

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Refund Components for Academic Year - APT-ACAD(4/2.0)-Sgl	Before 9/15	Before 10/1	Before 10/15	Before 10/31	After 10/31
Fixed Costs \$2,698	\$2,158	\$1,619	\$1,079	\$540	No refund.
Variable Costs \$1,523	\$1,218	\$914	\$609	\$305	\$244
Total Refund	\$3,377	\$2,532	\$1,688	\$844	\$244

Hadley Village Refund Calculations

Refund Components for Academic Year - APT-ACAD(4/2.0)-Sgl	Before 9/15	Before 10/1	Before 10/15	Before 10/31	After 10/31
Fixed Costs \$3,695	\$2,956	\$2,217	\$1,478	\$739	No refund.
Variable Costs \$526	\$421	\$315	\$210	\$105	\$84
Total Refund	\$3,377	\$2,532	\$1,688	\$844	\$84

South Lake Village Refund Calculations

Refund Components for Academic Year - APT-ACAD(4/2.0)-Sgl	Before 9/15	Before 10/1	Before 10/15	Before 10/31	After 10/31
Fixed Costs \$3,180	\$2,544	\$1,908	\$1,272	\$636	No refund.
Variable Costs \$1,040	\$832	\$624	\$416	\$208	\$166
Total Refund	\$3,377	\$2,532	\$1,688	\$844	\$166

Refund Components for Academic Year – APT-FULL(1/1.0)-Sgl	Before 9/15	Before 10/1	Before 10/15	Before 10/31	After 10/31
Fixed Costs \$4,730	\$3,784	\$2,838	\$1,892	\$946	No refund.
Variable Costs \$1,547	\$1,238	\$928	\$619	\$309	\$248
Total Refund	\$5,022	\$3,766	\$2,511	\$1,255	\$248

Refund Components for Academic Year – APT-FULL(1/1.0)-Studio	Before 9/15	Before 10/1	Before 10/15	Before 10/31	After 10/31
Fixed Costs \$4,506	\$3,605	\$2,704	\$1,802	\$901	No refund.
Variable Costs \$1,474	\$1,179	\$884	\$589	\$295	\$236
Total Refund	\$4,784	\$3,588	\$2,392	\$1,196	\$236

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Refund Components for Academic Year – APT-FULL(2/1.0)-Sgl	Before 9/15	Before 10/1	Before 10/15	Before 10/31	After 10/31
Fixed Costs \$3,994	\$3,195	\$2,396	\$1,598	\$799	No refund.
Variable Costs \$1,306	\$1,045	\$784	\$522	\$261	\$209
Total Refund	\$4,240	\$3,180	\$2,120	\$1,060	\$209