Terms and Conditions of the Campus Living Housing Agreement
2019-2020 Academic Year

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
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 who physically or electronically signs an Agreement Card (the “Card”). This Agreement is for either the full year (August-July) or academic year (August-May), depending on location of assignment. Exact details of these dates can be found below. The Housing Agreement creates a license for the student 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 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 are obligated to abide by the terms and conditions of the Housing Agreement. This obligation includes assuming financial responsibility for the entire agreement period. Failure to pick up a room key or occupy the assigned space does not release a student from this agreement or its financial responsibilities. However, students who do not check in to their assigned space by 5 p.m. on the first day of class may forfeit their specific room reservation. New/Incoming international students who do not confirm their assignment with Campus Living by Tuesday, August 20, 2019 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 occupancy of the unit/suite/room, the student, 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 who cancel their room reservation before May 1 (December 1 for spring) are entitled to a full refund of their housing deposit. After May 1 (December 1 for spring), only those students who are officially withdrawing or taking a leave of absence from the University for the upcoming semester will be permitted to cancel their housing agreement. Requests received after May 1 (December 1 for spring) will forfeit their housing deposit.

If, after cancelling the Agreement a student becomes re-enrolled for the upcoming semester, the cancellation request becomes void and the Housing Agreement will once again be reinstituted.

Those who remain enrolled at the university for the upcoming semester will not be released from the housing agreement after May 1 (December 1 for spring). Requests for cancellation by students who will remain enrolled for reasons other than those mentioned above are granted only under rare and extenuating/unforeseen circumstances and only after all on-campus housing options have been explored. Students may submit a request to be released from their housing agreement, in writing, along with appropriate documentation, to the Housing Operations Office. In the rare instance that the request is approved, the student will incur a $450 late cancellation charge and may be financially responsible for additional housing charges.

The student 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 are not permitted to sub-license unit/suite/rooms or otherwise transfer their rights pursuant to this Agreement. Some sub-licensing may be allowed in apartment areas where full-year agreements are required. Sub-licensing may be allowed with management’s approval only.

DEPOSIT / ASSESSMENTS

All applicants for on-campus housing are required to submit a $300 deposit or authorized deposit deferment at the time of application. The deposit will be applied to the student’s account as long as the housing agreement is not terminated. The deposit is nontransferable. Students enrolled in university-sponsored academic programs must also adhere to these terms. Refunds will be made subject to outstanding debts owed the university.

The deposit is refundable if a request is submitted, in writing, to the Housing Operations Office before May 1 (December 1 for the spring). Students transferring to a new institution are eligible for refund if they submit proof of admission into the new institution within ten days from the date of acceptance, but no later than 30 days prior to the first day of classes. Students who officially withdraw or take a leave of absence from the university for the
upcoming semester may cancel after May 1 (December 1 for spring) but will be assessed a $300 late cancellation charge. The housing deposit, if applicable, will be applied towards that charge.

Housing-related charges will be billed through the Student Accounts Office. Room charges will normally be billed in two installments, once in fall and once in spring, each equal to \( \frac{1}{2} \) the annual rate. Early arrival assessments, break charges, room change adjustments, and other housing charges will be posted as they are accrued. If occupancy begins during the course of a semester, after the Agreement start date, residents will be assessed a prorated amount, based upon the period between the signing of the agreement and the conclusion of the academic term.

DATES OF OCCUPANCY
Based on the official university calendar, the dates of occupancy will be as follows:

Residence Halls:
August 22, 2019 (new UB student) or August 24, 2019 (current/returning UB student) through May 17, 2020 @ 5 pm EST, excluding fall, winter and spring break periods.

Greiner Hall and Creekside Village East (Units 1-11):
August 22, 2019 (new UB student) or August 23, 2019 (returning UB student) through May 17, 2020 @ 5 pm EST, excluding fall, winter and spring break periods.

Apartment Agreement (Academic Year):
August 22, 2019 (new UB student) or August 23, 2019 (returning UB student) through May 17, 2020 @ 5 pm EST, excluding fall, winter and spring break periods.

Apartment Agreement (Full Year):
August 22, 2019 (new UB student) or August 23, 2019 (current/returning UB student) through July 31, 2020 @ 5 pm EST, excluding fall, winter and spring break periods. Students currently living in apartments that renew their same unit for the following year may be able to start their new Agreement on August 1, depending upon availability.

All students starting new housing agreements in spring will be permitted to move into their housing assignments on January 26, 2020. Agreement end dates are outlined above based on agreement type. Housing charges include occupancy during the dates identified above. Students may seek approval to arrive early, stay during breaks or stay late; university services and staffing may be limited during such periods. Additional room charges may be accrued by students who are approved to arrive beyond the occupancy dates above.

EARLY ARRIVAL / LATE STAYS / BREAK PERIODS
All on-campus housing units will be closed during major holiday/break periods (fall, winter, and spring recesses). Students who need to stay on campus during these times must submit an online request to stay in their rooms during break periods. Additional room charges may be accrued by students who are approved to remain in housing during winter break or who are approved to arrive before or stay beyond the occupancy dates outlined above.

All terms and conditions apply during early arrival/break periods. Prior approval from Campus Living is necessary to remain or arrive during these periods. This policy is applicable to all students, including those in the university’s professional schools of law, dentistry, and medicine and biomedical sciences. Most offices and services will be closed during breaks and limited services and staffing will be available during this time.

RENEWAL
This Agreement does not automatically renew upon the expiration of the term hereof. Renewal instructions will be available via the housing website in early January. The University may accept or deny any such renewal request at its sole discretion.

EARLY RELEASE / TERMINATION
If a student 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 shall remain obligated to pay his/her Unit costs for the entire stated Term of the Agreement. Students who move off campus during the academic year but remain registered for classes will be assessed full room charges for the academic year. Failure to occupy a space after signing this license does not relieve the student 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 maintains a past-due balance owed to the University at Buffalo and/or Campus Living.

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 voluntarily or involuntarily, refunds of housing charges for that semester shall be made in accordance with the University’s tuition and fees refund schedule. Withdrawal after the first week of classes will result in a pro-rated housing charge. Withdrawal after the end of the first week of classes will result in a 70% refund of housing charges. Withdrawal after the end of the second week of classes will result in a 50% refund of housing charges. Withdrawal after the end of the third week of classes will result in a 30% refund of housing charges. Withdrawal after the end of the fourth week of classes will result in no refund of housing charges being issued. In addition to the above housing charges, the student will also incur a $450 early release charge. The student must submit an 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/early release. The student 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.

With the consent of Campus Living Management, this agreement may be terminated at the end of the fall semester due to graduation, study abroad, internship, academic dismissal, transfer of schools, withdrawal or military service. An Application for Early Release for these or other academic reasons must be submitted, in writing, along with supporting documentation to the Housing Operations Office. There will be no additional early release charges assessed as long as the application is received by November 1 (or within 10 days of the student being notified/approved for reasons listed above). If a resident submits his/her necessary form(s) after November 1 (or beyond 10 days of notification), the early release charge increases to $450.

Requests for early release from the housing 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 will not be released in order to move off campus or to commute from home. The student must show just cause for early release and provide extensive supporting documentation. Charges will continue to accrue during the review process. The entire 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 timely and granted for non-academic reasons, a charge of $300 will be assessed on the student’s account. In order that all petitions may be reviewed prior to the start of the spring semester, the deadline to request an early release is November 1. If a resident submits form(s) after November 1 and the request is granted, the early release charge increases to $450.

Agreements with end dates in July or August cannot be terminated at the end of the spring semester, regardless of graduation, withdraw, study abroad, student status, etc.

All requests to appeal decisions associated with the early release or termination of the housing agreement can be submitted, in writing, to the Senior Associate Director for Campus Living (or designee), 106 Red Jacket Quadrangle, Buffalo, New York 14261

ALTERATIONS
The student 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 are not permitted to add curtains, draperies, wall hangings, or other combustible materials of more than 10% of the aggregate wall area 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, Agreement length 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. 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 and is not involved in a documented legitimate academic activity.

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 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 present health problems that create an unreasonable risk to the health and safety of the campus community. Such judgment would be made by the Director of Campus Living with advice from other campus sources.

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.

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 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 shares space with other students (i.e. vestibules, closet areas, adjoining bathrooms or apartments). The student is responsible for keeping the space (and any contents) in good condition and repair. Damage charges may be assessed to the student 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 enrolled as undergraduate/graduate students, or participants in an approved residential program at the University at Buffalo (i.e. English Language Institute) may occupy an on-campus housing space. The student agrees to enroll and remain enrolled for academic credit each semester. Failure to do so may result in the termination or suspension of this agreement and require the student to vacate/move-out the premises within 72 hours. It will be at the discretion of the Director of Campus Living (or designee) to allow students who fall below full-time status to remain in residence. Students who fall below the required enrollment status and who are removed or released from their agreement will receive a refund of housing charges for that semester (if eligible) made in accordance with the housing refund schedule outlined above. Students in University Apartments with full-year / twelve (12) month agreement need not be enrolled for summer academic session as long as they have been enrolled for the preceding spring academic session. Students who do not meet the enrollment requirements or who are enrolled in a UB residential program 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 requests have been satisfied. Students must also be in good financial standing with the University to live on-campus.

**FIRE SAFETY**
The student must vacate their apartment/suite/room and the facility during a fire alarm. The evacuation is the student’s responsibility. Students should not wait for staff to instruct them to leave.

**FOOD PREPARATION**
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 student account billings or security deposit (where applicable). 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 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 assumes complete responsibility for any guest, visitor or invitee. Guests may not remain in the apartment/suite/room for more than three (3) nights in any given fourteen (14) day period or during any university breaks.

**INSPECTIONS**
The University reserves the right to enter, repair, inventory, inspect, or search, and students expressly consent to such entry or entries into, any student space at any time, including but not limited to health and safety inspections of apartments and residence hall rooms. This includes Campus Living staff, University Police Department officers, Facilities staff, and any other University employees or contractors who have a legitimate need to enter the space.

**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 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 by common carrier. The University does not accept liability for damage or loss (even as a result of negligence) of any such article. Students should not have cash or items of significant value sent to their mailboxes. Students 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.

**OVERCAPACITY**

The University reserves the right to assign students on a temporary basis to overcapacity assignments. The student will be required to move to a new accommodation as soon as a permanent space is identified. Students who reside in these temporary accommodations may not receive all standard residence hall furnishings and amenities. A rate adjustment will be made for each day a student resides in an overcapacity situation.

**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 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 respectively, and is available on our web site buffal.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 are not to use, or permit their apartment/suite/room to be used, for any commercial purposes whatsoever.

**RECYCLING AND GARBAGE REMOVAL**

Each student will comply with the recycling efforts undertaken by the University. Each student 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, electricity, basic cable, data network connection and air conditioning (where applicable).

**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 may not park or store boats, trailers, campers etc. on the grounds of the Complex. Students may not do car maintenance on the grounds of the Complex. All students 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.