

Terms and Conditions of the Campus Living Housing Agreement

2017-2018 Academic Year

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Term of the Agreement for all on-campus Housing Facilities

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Residence Hall Housing

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

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University Apartment Housing

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

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All On-Campus Facilities

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 pm on the first day of class 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. 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 reinstated.

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 cancellation request 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.

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, 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. 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 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.

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.

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 the request for refund is submitted to the Housing Operations Office, in writing, before May 1 for the fall semester or December 1 for the spring semester (or ten days from the date of acceptance to the university, 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) and will be assessed a \$300 late cancellation charge. The housing deposit 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 ½ the yearly rate. Early arrival assessments, vacation charges, room change adjustments, and other housing fees 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 year.

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 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 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. 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 Residence Hall/Complex Director. 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

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.

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 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.

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. 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 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 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.

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 right to privacy is an important consideration before entering the apartment, suite or a student'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 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 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.

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 buffalo.edu/campusliving. Please refer to them 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, air conditioning, electricity, basic cable and data network connection.

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.

Residence Halls (including Greiner Hall)

This Housing Agreement is for the entire academic year. 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.

DATES OF OCCUPANCY

Based on the official university calendar, the dates of occupancy will be from August 24, 2017 (new UB student), or August 25, 2017 (returning UB student to Greiner) or August 26, 2017 (returning UB student all other residence halls), through May 21, 2018, excluding break periods. Residence halls will be closed during major holiday/break periods (fall, winter, and spring recesses). Students who are not graduating are required to vacate the residence halls within twenty-four hours of their last exams. Additional room charges will be accrued by students who are approved to remain in the residence halls during breaks or who are approved to arrive before or stay beyond the occupancy dates outlined above.

Our Residence Halls officially close during fall, winter (including winter session) and spring breaks. Students may apply to stay in residence if they live more than 40 miles from campus and have a valid academic reason to stay. All terms and conditions apply during early arrival/recess 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. Students assigned to the halls identified as 'Break Halls' may remain in their current room assignments during breaks. Students assigned to other residence halls may need to relocate and will be accommodated only as space permits. Most offices and services will be closed during breaks and limited services and staffing will be available during this time.

DAMAGE

Any claim by any person that the university is liable for damage to personal property in a residence hall 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.

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 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 residence hall students or a portion thereof. Charges will be billed to the student's university account. Because most residents receive significant financial support from parents to pursue an education at the university, 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 the residence halls.

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.

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:

1. 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 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 may be assigned at any time. The university reserves the right to reassign residents who do not wish to pay the special one-under occupancy rate.

University Apartments

Terms and Conditions of the University Apartment License Agreement (the “Agreement”) between the State University of New York at Buffalo (the “University”) and each student signing an Apartment Agreement Card (the “Card”)

This Agreement is for the term identified on the Agreement Card (the “Term”). This Agreement creates a license for the student identified on the Agreement Card/Application to Renew to occupy a bedroom dwelling unit (a “Unit”) situated within one of the apartment complexes located on the North Campus of the University (such apartment complexes being hereinafter referred individually as a “Complex” and collectively as the “Complexes”) and is not a lease. It is understood and agreed that the relationship between the University 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 the use and occupancy of the Unit. Signing and submitting the Agreement Card/Application to Renew constitutes acceptance by the student identified therein of these terms and conditions.

DATES OF OCCUPANCY

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

Full Year Agreement: August 24, 2017 (new UB student) or August 25, 2017 (returning UB student) or January 28, 2018 (for new spring residents) to July 31, 2018. Residents renewing their same unit from the following year may be able to start their new Agreement on August 1, depending upon availability.

Academic Year Agreement: August 24, 2017 (new UB student) or August 25, 2017 (returning UB student) or January 28, 2018 (for new spring residents) to May 21, 2018.

All Apartment Complexes are open during break and recess periods falling during the Term. Unit charges include occupancy during such periods. However, University services and staffing may be limited during such periods. Additional room charges will be accrued by students who are approved to arrive before or stay beyond the occupancy dates outlined above.

DAMAGE

The student is responsible for keeping the common areas of the apartment in which the Unit is located and the Unit (and any contents) in good condition and repair. Damage charges may be assessed to the student for any damages to any apartment or Complex common area space incurred during the Term of this Agreement.

The procedure for damage assessment is in the “Guide to Campus Living.” Each Complex resident may be subject to a prorated assessment in the event of damage or loss to “building common areas” (i.e. stairwells, hallways, building exteriors, Dumpster areas, etc.) of his/her assigned Complex if the damage is reasonably determined by the University to have been caused by the careless or willful acts of any resident there or any guest, visitor or invitee of any resident, but cannot be attributed to specific individuals. Charges will be billed to the student’s University account.

Because most students receive significant financial support from their parents to pursue an education at the University, the Director of Campus Living (or a designee) may contact the parent or guardian of a student or any visitor, guest or invitee of such student who damages University property or violates the terms and conditions of this Agreement.

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.

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.